



**CITY OF BLACK DIAMOND**  
**June 5, 2025 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**

**READING OF GUIDING PRINCIPLES:**

**AGENDA REVIEW AND APPROVAL:**

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

**APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:**

1) **Proclamation** - Pride Month Councilors

2) **Proclamation** – Juneteenth Councilors

**COMMITTEE REPORTS:**

3) **EMAC** Councilor Mulvihill

**DEPARTMENT REPORTS:**

4) **AB25-043 - Finance** – 1<sup>st</sup> Quarter 2025 Financial Report Mr. Mason

**CONSENT AGENDA:**

5) **Claim Checks** – June 5, 2025, Check No. 56059 through Check No. 56131 (void 56034) in the amount of \$382,550.94

6) **Minutes** – Council Meeting of May 15, 2025

7) **AB25-044** – Resolution Awarding Bid and Contract with Zeke’s Roofing Mr. Williamson

8) **AB25-045** – Resolution Accepting Ten Trails Mountain View 1B Plat A Div 5 Final Plat Mr. Williamson

9) **AB25-046** – Resolution Accepting Ten Trails 2F Div 3, 4, 6 Final Plat Mr. Williamson

**PUBLIC HEARINGS:**

10) **AB25-047** – Public Hearing Regarding Draft Six Year Transportation Improvement Plan Mr. Hanis

**UNFINISHED BUSINESS:**

**Fire Services** – discussion only

Councilors

**NEW BUSINESS:**

**11) AB25-048** – Resolution Regarding Amendment #4 to PSA with Parametrix for Covington Creek  
Culvert Replacement Project

Mr. Hanis

**12) AB25-049** -Resolution Regarding Task Order with Parametrix for Updating the 2021 Transportation  
Impact Fee Rate Study

Mr. Hanis

**13) AB25-050** – Discussion Regarding Tree Preservation Code Update

Mr. Williamson

**14) AB25-051** – Resolution Regarding Formation of a Parks Ad Hoc Committee

Mr. O’Neill

**MAYOR'S REPORT:**

**COUNCIL REPORTS:**

- Councilmember Page
- Councilmember Deady
- Councilmember Nielsen
- Councilmember Peterson
- Councilmember Mulvihill
- Councilmember Young
- Councilmember Jones

**CITY ADMINISTRATOR REPORT:**

**ATTORNEY REPORT:**

**PUBLIC COMMENTS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**



## CITY COUNCIL OF BLACK DIAMOND PROCLAMATION **Pride Month 2025**

Whereas, the month of June has historically been designated as Pride Month in remembrance of the Stonewall Riots and the ongoing march towards equity and justice for all people, including the LGBTQIA+ community; and

Whereas, LGBTQIA+ individuals of all ages still experience forms of discrimination, intimidation, and unequal opportunities and access; and

Whereas, the United States was founded on the principals of equal rights for all people, but the fulfillment of this promise has been long in coming for the LGBTQIA+ community, and subsequent Supreme Court rulings have affirmed that the Constitution protects LGBTQIA+ individuals from unlawful discrimination and violations of due process; and

Whereas, LGBTQIA+ individuals are more likely than others to experience difficulties with mental health, more likely to experience homelessness, and more likely to fear termination of employment or from housing due to ongoing discrimination and rejection by loved ones, employers, landlords, and others; and

Whereas, despite ongoing struggles for full community acceptance, the LGBTQIA+ community affirms a commitment to joy and celebration for living authentically in the form of Pride Month; and

Whereas, the City of Black Diamond affirms its commitment to supporting mental health and to promoting diversity, equity, and inclusion through proclamations for mental health and diversity, equity, inclusion, and belonging; and

Whereas, the LGBTQIA+ community is a celebrated and essential part of the growing Black Diamond Community; and

Whereas, while the LGBTQIA+ rights movement has achieved great progress, there is more work to be done by all of us to extend the promise of our country to every person, for

all human beings are born free and equal in dignity and rights and should be free to live without fear of prejudice, discrimination, and violence.

Now, therefore, the undersigned Councilmembers of the City of Black Diamond do proclaim:

1. The month of June 2025 officially as Pride Month in the City of Black Diamond; and
2. The City of Black Diamond will continue to promote the spirit of pride throughout the year that is informed by needs and voices specific to LGBTQIA+ residents in Black Diamond; and
3. The City of Black Diamond will fly the Pride Flag at Council Chambers beginning June 10, 2025, at 12:00pm for the entire month of June in celebration and recognition of the legacy, contributions, and history of LGBTQIA+ Americans, and particularly Black Diamond residents.

So proclaimed by the Black Diamond City Council, this 5th day of June 2025.

---

Tamie Deady

---

Sara Nielsen

---

Darcey Peterson

---

Leih Mulvihill

---

Jesse Young

---

Nathan Jones

---

Debbie Page





## CITY COUNCIL OF BLACK DIAMOND PROCLAMATION **JUNETEENTH PROCLAMATION**

**Whereas**, on January 1, 1863, President Abraham Lincoln emancipated all enslaved African Americans through the issuance of Proclamation 95, commonly known as the Emancipation Proclamation; and

**Whereas**, on June 19, 1865, 2 years, 6 months and 18 days after the Emancipation Proclamation, African American enslaved people in Galveston, Texas received word of their freedom from slavery from Union Army general Gordon Granger; and

**Whereas**, on June 17, 2021, President Joe Biden signed the Juneteenth National Independence Day Act into law commemorating June 19th as “Juneteenth”, a federal, state, county, and municipal holiday and said “By making Juneteenth a federal holiday, all Americans can feel the power of this day, and learn from our history, and celebrate progress, and grapple with the distance we’ve come but the distance we have to travel”; and

**Whereas**, emancipated African American Black miners were crucial to the economic and cultural vitality of the City of Black Diamond; and

**Whereas**, African American Black Diamond miners faced forced removal, expulsion, threats of violence, and redlining on the basis of race; and

**Whereas**, to celebrate the emancipation of enslaved African Americans and recognition of past grievances of racism, discrimination, and unequal opportunities, the City of Black Diamond today affirms its commitment, promoting diversity, equity, and inclusion through its proclamation on diversity, equity, inclusion, and belonging; and

**Whereas**, the City of Black Diamond is growing in diversity;

**Now, therefore**, the undersigned Councilmembers of the City of Black Diamond do proclaim the day of June 19, 2025, as Juneteenth in the City of Black Diamond; and

**Therefore,** the City of Black Diamond will continue to promote the spirit of Juneteenth with opportunities for civic engagement and celebration to commemorate diversity, equity, and inclusion of all residents of the City of Black Diamond, irrespective of their race, beliefs or preferences.

So proclaimed by the Black Diamond City Council, this 5th day of June 2025.

---

Tamie Deady

---

Sara Nielsen

---

Darcey Peterson

---

Leih Mulvihill

---

Jesse Young

---

Nathan Jones

---

Debbie Page

## Mass Casualty Incident Plan



Chief Evan Van Otten,  
King County Medic One



What's an  
MCI?



When services are overwhelmed by large number of casualties.

Seattle/King  
County MCI Plan



New plan language has been tightened up to bring it to 13  
pages from 40+ pages



Types of MCIs

Mass casualty incidents (MCIs) encompass a wide range of events, both natural and man-made, that overwhelm medical resources and require coordinated response efforts. These incidents can be broadly categorized into natural disasters, transportation disasters, chemical/biological/radiological/nuclear (CBRN) releases, explosions, mass shootings, and other intentional or accidental events

|         |                                       |
|---------|---------------------------------------|
| RED     | IMMEDIATE<br>"SICK"                   |
| YELLOW  | DELAYED<br>"NOT SICK, NON-AMBULATORY" |
| GREEN   | MINOR<br>"NOT SICK, AMBULATORY"       |
| STRIPED | DECEASED                              |
| WHITE   | DECONTAMINATED                        |

Resource needs greater for scene 3 vs scene 1

The diagram illustrates three scenarios of population distribution across four categories, represented by stick figures. The categories are color-coded: Red, Yellow, Green, and Blue.

- Scenario 1:** 1 Red, 1 Yellow, 1 Green, 1 Blue, 1 Green, 1 Green, 1 Green, 1 Green.
- Scenario 2:** 1 Red, 1 Red, 1 Yellow, 1 Yellow, 1 Yellow, 1 Yellow, 1 Green, 1 Green.
- Scenario 3:** 1 Red, 1 Red, 1 Red, 1 Red, 1 Yellow, 1 Yellow, 1 Green.

| PRESETS | FRONT UNITS                                                                                                                                                | MIDDLE UNITS                  | BACKS                      | TRANSFERS | COUNTS |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|----------------------------|-----------|--------|
| 5-10    | 1 Total Units<br>1 (Back, English and Leader)                                                                                                              | 2                             | 5 ABBS                     | 1         |        |
| 10-10   | 9 Total Units + 1                                                                                                                                          | 3                             | 10 ABBS                    | 2         |        |
| 22-20   | 12 Total Units + 1<br>2 Back Striker Teams<br>2 Back Lines<br>1 Neutral Unit                                                                               | 4                             | 15 ABBS                    | 3         |        |
| 32-40   | 16 Total Units + 1<br>2 Back Striker Teams<br>2 Back Units<br>1 Neutral Unit                                                                               | 4 + 1                         | 20 ABBS<br>1 Motoric Bus   |           |        |
| 40-50   | 18 Total Units + 1<br>2 Back Striker Teams<br>1 Engine Striker Team<br>1 Neutral Unit                                                                      | 4 + 1<br>2 Back Striker Teams | 25 ABBS<br>2 Motoric Buses |           |        |
| 50-60   | 18 Total Units + 1<br>1 Neutralized Tank Force<br>2 Back Striker Teams<br>2 Engine Striker Teams<br>4 Back Lines<br>1 Neutral Unit                         | 5 + 1                         | 30 ABBS<br>2 Motoric Buses |           |        |
| 60-70   | 18 Total Units + 1<br>1 Neutralized Tank Force<br>2 Back Striker Teams<br>2 Engine Striker Teams<br>1 Motoric Tank Force<br>2 Back Lines<br>1 Neutral Unit | 5 + 1<br>2 Back Striker Teams | 35 ABBS<br>2 Motoric Buses |           |        |

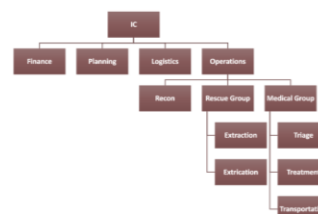
## Task force – different types of units



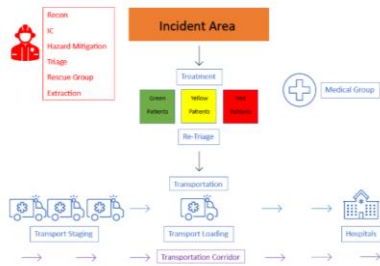
MCI Units -  
Ambulance Bus



## MCI Org Chart



As complexity of incident grows more resources are needed



## MCI Tactical Benchmarks



There is always a cause for the MCI event, and has an EMS component

Tactical BENCHMARK: All patients extracted, All red patients transported & All patients transported

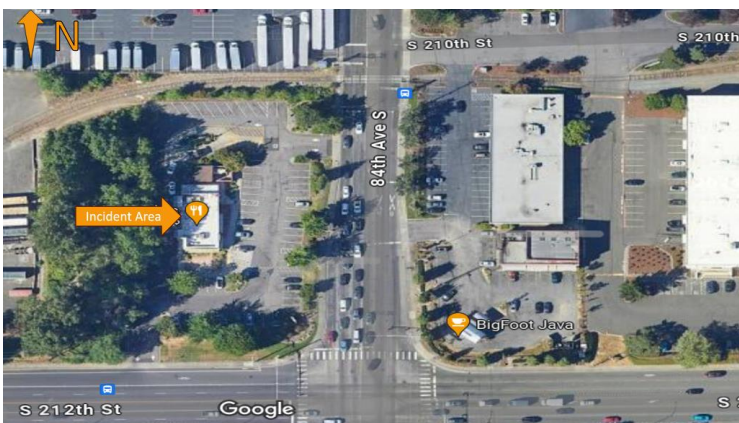
## First On/IC

**Critical Initial Actions to be made by the first arriving unit(s) or Incident Commander:**

- Broadcast initial and follow-up radio reports including a description of the scene, identification and mitigation of hazards, establishment of a command designator and a command post location
- Estimate the total number of patients/number of red patients
- Ensure the appropriate number of incoming resources
- Identify a transportation corridor
- Identify a CCP and/or Treatment Area
- Provide incoming units with assignments (task, location, and objective)
- Establish incident staging



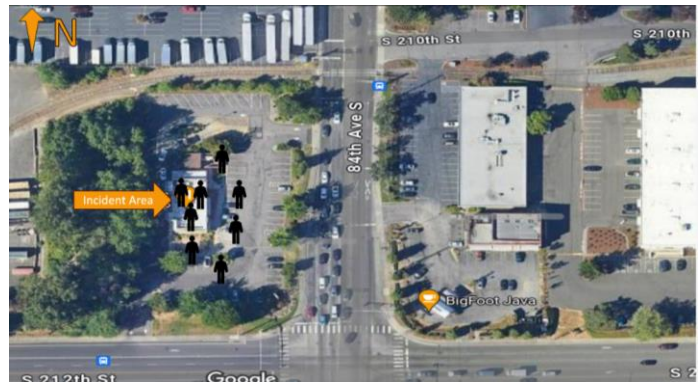
Incident example – multiple people have been shot



1<sup>st</sup> unit does recon & determines what is needed



## Recon



## Triage



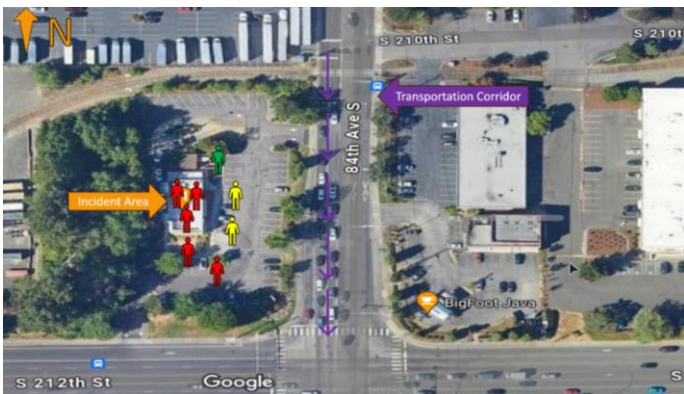
Number of patients, quick assessments of casualties, getting a full picture of care needed

Triage is continual

## Transportation Corridor



Defined route for transport of patients



## Medical Group



Responsible for assignment of tasks

## Medical Group - Treatment

---



Duck incident on HWY 99

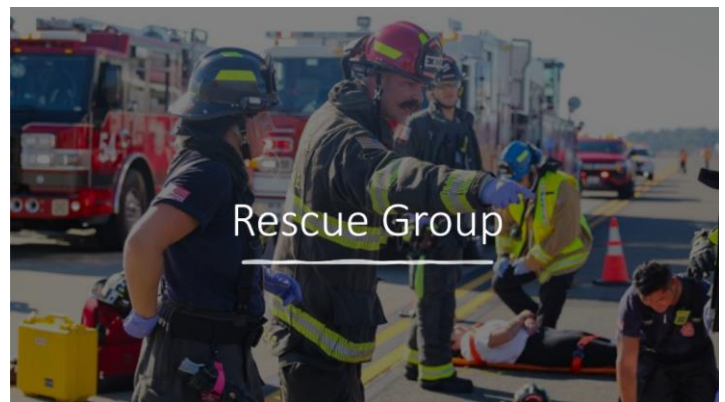
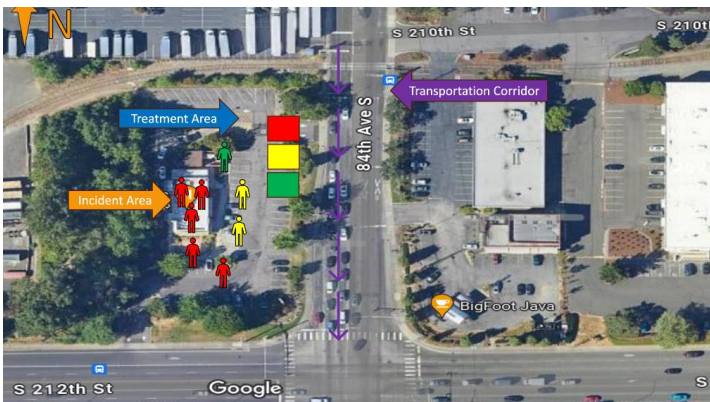
Prioritizing who is the sickest

## Medical Group – Treatment: Green Patients

---



If anyone can respond and walk, is a green patient use a bus, getting them services, reuniting with family, food and water etc



## Rescue Group - Extraction

---



Extrication and extraction, have to be able to move the patients to treatment area.

Casual collection point vs treatment area





## Medical Group - Transportation



Working with treatment making sure they are ready to go and tracking patient movements

## Medical Group - Transportation: Transport Staging



Staging manager coordinate movement of vehicles



## Medical Group - Transportation: Transport Loading Area





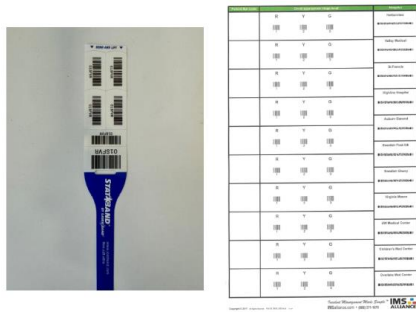


## Medical Group - Transportation: DMCC



Determine who will go to hospital and where (DMCC Disaster Medical control center)

## Medical Group - Transportation: Tracking



The patient will wear a tracking band, as patients are showing up, the work with the hospitals follow the same procedures, entered into a data base what patient went where, real time patient tracking system



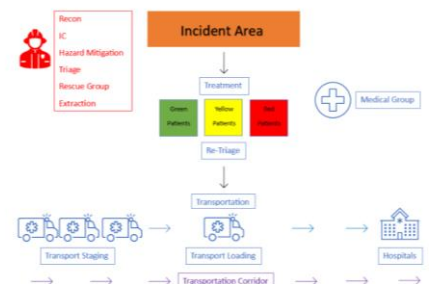
## MCI Progress Reports



# of patients transported, how many left,



## MCI Operations Overview Recap

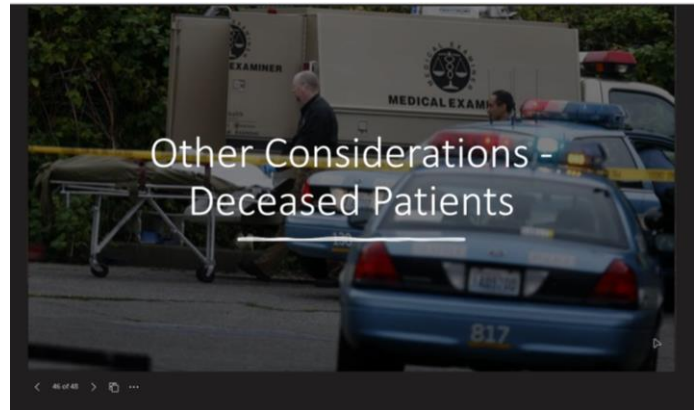


## Other Considerations - Communications



Multiple radio channels talking back and forth

## Other Considerations - Scene Complexity



Managed by KC medical examiner office

## Other Considerations - Emergency Management



### Workgroup Share Out

- Regional Coordination: Nick Gibbons
- Community Outreach: Nick Gibbons
- Mass Care: Nathan Emory
- Executive Communication & Public Policy: Brendan McCluskey
- Cybersecurity: Lexi Swanson

### Regional Coordination-

Community Outreach – paused due to federal funding questions, has put together a plan for outreach, ordered more 'get ready king county books', internal calendars, policy for locals, quake safe, national night out ideas,

Mass Care – extreme weather outbreaks, need a chair, meets once a quarter

Executive Communication Public Policy – want to get presentation created out to people, as updates come out from federal gov will update presentation. Create a template for cities

Cybersecurity – new this year, received two grants, develop a table top exercise for group in December



# KCOEM Updates!

Lexi Swanson, KCOEM

Operational technical

# Trainings

Eric O'Brien, KCOEM

- ICS-300 Intermediate ICS in-person at Snoqualmie City Hall May 14-16
- PER-340 Active Threat Integrated Response in-person in Renton May 20-22
- ICS-400 Advanced ICS in-person in Kirkland May 25-28
- WebEOC Regional Training virtual September 3 10:00-11:30am
- For more details and class registrations, visit our [Training and Exercise Calendar](#) (also linked in the Resource Library!)

May 29<sup>th</sup>

## 2025 Summer Hazards Seminar

King County Emergency Operations Center  
May 29, 2025  
9:30 a.m. to 2:00 p.m.

### Agenda

|                         |                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------|------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9:30 a.m.               | Registration and networking                                      | Brendan McCubbin, Director, King County Emergency Management                                                                                                                                                                                                                                                                                                                                                                   |
| 9:30 a.m.               | Welcome                                                          | Shannon Roddick, King County Executive                                                                                                                                                                                                                                                                                                                                                                                         |
| 9:30 a.m.               | Executive Remarks                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 9:30 a.m.               | Case Study – LA wildfire deployments                             | Ruthanne Clark with Merrill, Earthside Fire & Rescue                                                                                                                                                                                                                                                                                                                                                                           |
| 9:30 a.m. (35 minutes)  | Mutual Aid Deployments (how it works) - in state mobilization    | Ruthanne Clark and Sherry, Valley Regional Fire Authority, Zone 3 Fire Coordinator                                                                                                                                                                                                                                                                                                                                             |
| 10:30 a.m. (35 minutes) | Lightning Updates – Wildfire (facilitated by Sunita Hall, KCOEM) | <ul style="list-style-type: none"> <li>• Public Safety Power Shutoffs Update</li> <li>• CIPP Update</li> <li>• PHSEC Strike Plan</li> <li>• Insurance impacts in WA</li> </ul>                                                                                                                                                                                                                                                 |
|                         | Q&A                                                              | <ul style="list-style-type: none"> <li>• E9 King, Emergency Resilience &amp; Emergency Management Director, WA State Energy Office</li> <li>• Jodi Forner, CIPP Coordinator, KCOEM and Car Robinson, Wildfire Mitigation Coordinator, E9SRB</li> <li>• Allison Houston, Climate Adaptation Strategist, PHSEC</li> <li>• Gordon Wright, Insurance and Contract Review Manager, King County Office of Risk Management</li> </ul> |

|                         |                                                          |                                                                                                                                                                                                                                                                                 |
|-------------------------|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10:45 a.m. (30 minutes) | Break/Networking (ice breaker activity)                  |                                                                                                                                                                                                                                                                                 |
| 11:05 a.m. (40 minutes) | Lightning Updates – Heat (facilitated by Sally Calengor) | <ul style="list-style-type: none"> <li>• Cooling centers/messaging</li> <li>• Summer Hazards Playbooks</li> <li>• Partner EM update</li> <li>• Drowning risks (cold water/hot weather)</li> <li>• Worker safety updates (heat/smoke)</li> </ul>                                 |
|                         | Q&A                                                      | <ul style="list-style-type: none"> <li>• Kim Morrison, Communication Specialist, KCOEM</li> <li>• Nicole Johnson, Senior Program Manager, KCOEM</li> <li>• Bill Thomas, Emergency Manager, City of Renton</li> <li>• Tracy Spence, Public Health Seattle King County</li> </ul> |
| 11:45 a.m. (30 minutes) | Lunch                                                    |                                                                                                                                                                                                                                                                                 |
| 12:15 p.m. (45 minutes) | National Weather Service Summer Outlook                  | Real Weather, Warning Coordination Meteorologist, NWS/National Weather Service                                                                                                                                                                                                  |
| 1:00 p.m. (30 minutes)  | Hold for Federal Funding and/or FRA update               |                                                                                                                                                                                                                                                                                 |
| 2:00 p.m.               | Wrap-up and closing remarks                              | Brendan McCubbin, KCOEM                                                                                                                                                                                                                                                         |

Sunita Hall and Sally Calengor working on zone coordination together, supporting outreach exercises, summer hazards seminar. This is when they ramp up for area festivals.

# Good of the Order

All, please share by unmuting or placing information in chat

# Regional Water Cybersecurity Workshop

June 11 & 18

Lexi Swanson, KCOEM

DAY 1: OT

0900-1200: MORNING SESSIONS

1000-1200: EXEC'S ROUND TABLE

1300-1700: TABLETOP

BEACH PARK EVENT CENTER:

22307 DOCK AVE S, DES MOINES, WA 98198

DAY 2: IT

0900-1200: MORNING SESSIONS

1000-1200: EXEC'S ROUND TABLE

1300-1700: TABLETOP

ANGEL OF THE WINDS ARENA:

2000 HEWITT AVE, EVERETT, WA 98201

LUNCH WILL BE PROVIDED AND PARKING PAID FOR

IT in office procedures

# Summer Hazards Seminar

Sheri Badger, KCOEM

## 2025 King County Regional Summer Hazards Seminar

Join us for the annual Summer Hazards Seminar to hear about the upcoming season and updates on current regional resources.

[Register Today!](#)

# CITY COUNCIL AGENDA BILL

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

| ITEM INFORMATION                                                                                                                                                                                                                                                                                                                                                                           |                                                |             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-------------|
| <b>SUBJECT:</b><br>1 <sup>st</sup> Quarter Financial Report                                                                                                                                                                                                                                                                                                                                | <b>Agenda Date: June 5, 2025      AB25-043</b> |             |
|                                                                                                                                                                                                                                                                                                                                                                                            | Mayor Carol Benson                             |             |
|                                                                                                                                                                                                                                                                                                                                                                                            | City Administrator Kevin O'Neill               |             |
|                                                                                                                                                                                                                                                                                                                                                                                            | City Attorney David Linehan                    |             |
|                                                                                                                                                                                                                                                                                                                                                                                            | City Clerk – Brenda L. Martinez                |             |
|                                                                                                                                                                                                                                                                                                                                                                                            | Com Dev – Andy Williamson                      |             |
|                                                                                                                                                                                                                                                                                                                                                                                            | Finance – Xavier Mason                         | <b>X</b>    |
|                                                                                                                                                                                                                                                                                                                                                                                            | MDRT/Ec Dev – Andy Williamson                  |             |
|                                                                                                                                                                                                                                                                                                                                                                                            | 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: N/A                                                                                                                                                                                                                                                                                                                                                                              |                                                |             |
| <b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator                                                                                                                                                                                        |                                                |             |
| <b>Attachments: Black Diamond's 1<sup>st</sup> Quarter Financial Report</b>                                                                                                                                                                                                                                                                                                                |                                                |             |
| <p>SUMMARY STATEMENT:</p> <p>The 1<sup>st</sup> Quarter Financial Report summarizes the 2025 budgeted revenues and expenditures compared to the actual revenues and expenditures received through March 31, 2025. This report includes statements for the General Fund, Street Fund, Water Fund, Sewer Fund, Stormwater Fund, balance sheet, and Black Diamond's investment portfolio.</p> |                                                |             |
| <p>FISCAL NOTE (Finance Department): N/A</p>                                                                                                                                                                                                                                                                                                                                               |                                                |             |
| COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:                                                                                                                                                                                                                                                                                                                                               |                                                |             |
| RECOMMENDED ACTION: <b>No Action Required</b>                                                                                                                                                                                                                                                                                                                                              |                                                |             |
| <b>RECORD OF COUNCIL ACTION</b>                                                                                                                                                                                                                                                                                                                                                            |                                                |             |
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                        | <b>Action</b>                                  | <b>Vote</b> |
| June 05, 2025                                                                                                                                                                                                                                                                                                                                                                              |                                                |             |
|                                                                                                                                                                                                                                                                                                                                                                                            |                                                |             |





# Financial Operating Report for the 1<sup>st</sup> Quarter of 2025

---



# Overview

---

The 1<sup>st</sup> Quarter Financial Report summarizes the 2025 budgeted revenues and expenditures compared to the actual revenues and expenditures received through March 31, 2025. The revenue and expenditures for 2024 have been included for the purpose of making comparisons between the two years. This report includes statements for the General Fund, Street Fund, Water Fund, Sewer Fund, Stormwater Fund, balance sheet, and Black Diamond's investment portfolio.



# 1<sup>st</sup> Quarter Highlights

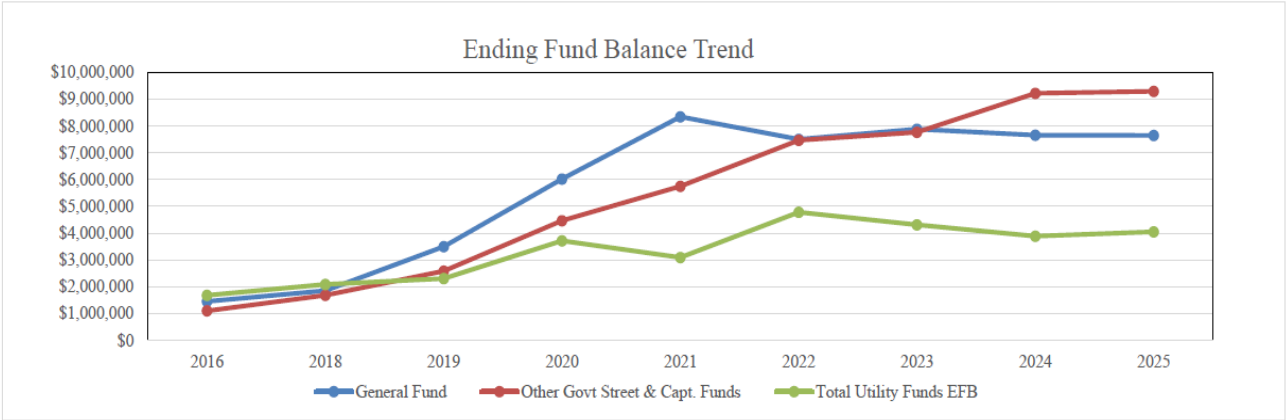
---

- General Fund Operating Revenues are \$1,669,232 or 19.1% of budgeted revenue (this is good, because we had not received property taxes yet).
- The Street Fund has an operational deficit of - \$131,303 (this is normal, this fund is heavily supplemented by transfers).
- The Water Fund has an operational surplus of \$371,200.
- The Sewer Fund has an operational surplus of \$204,215.
- The Stormwater Fund has an operational surplus of \$23,622 (this is good, but lower than needed to make appropriate transfers to other Public Works related funds).
- The City \$194,072.62 earned from investments.
- The City has a total cash and investment balance of \$21,039,968 an increase of \$258,326 since December 31, 2024.



# Cash & Investment Balance Report 1st Quarter 2025

| GOVERNMENTAL FUNDS               | 2019      | 2020       | 2021       | 2022       | 2023       | 2024       | 2025       |
|----------------------------------|-----------|------------|------------|------------|------------|------------|------------|
| General Fund Ending Fund Balance | 3,501,660 | 6,022,285  | 8,346,574  | 7,506,059  | 7,880,874  | 7,659,424  | 7,648,046  |
| Gen Government Capital Funds     |           |            |            |            |            |            |            |
| Street Fund                      | 76,743    | 188,158    | 292,205    | 325,924    | 450,146    | 405,754    | 273,006    |
| Fire Impact Fees                 | 936,627   | 1,135,891  | 1,623,301  | 1,239,869  | 1,142,030  | 1,302,154  | 1,464,922  |
| TBD-Car Tabs                     | 22,429    | 33,607     | 53,427     | 78,497     | 60,907     | 0          | 41,465     |
| Traffic Mitigation/Impact Fees   | 136,539   | 170,342    | 216,654    | 288,438    | 118,986    | 77,287     | 160,774    |
| Transferrable Development Rights | 0         | 0          | 0          | 0          | 0          | 945,000    | 945,000    |
| ARPA Recovery Runds              | 0         | 0          | 568,288    | 151,212    | 0          | 0          | 0          |
| School Impact Fee Fund           | 0         | 0          | 0          | 0          | 0          | 0          | 22,702     |
| REET I & Gen Govt Cap Proj       | 699,890   | 1,856,948  | 1,606,887  | 4,246,747  | 4,586,993  | 4,858,663  | 4,668,121  |
| REET II & PW-Streets             | 599,844   | 915,195    | 1,275,958  | 1,034,878  | 1,334,676  | 1,525,454  | 1,625,391  |
| Police Equipment Replacement     | 116,316   | 168,868    | 115,771    | 103,780    | 76,793     | 109,237    | 94,422     |
| Other Government, Street & Capt. | 2,588,388 | 4,469,008  | 5,752,491  | 7,469,345  | 7,770,531  | 9,223,550  | 9,295,802  |
| Total Government Ending C&I      | 6,090,048 | 10,491,293 | 14,099,065 | 14,975,404 | 15,651,405 | 16,882,974 | 16,943,848 |
| UTILITY FUNDS                    |           |            |            |            |            |            |            |
| Water Operating                  | 630,271   | 660,141    | 626,793    | 704,394    | 1,010,250  | 951,250    | 1,135,400  |
| Water/WSFFA                      | 251,484   | 1,240,281  | 498,658    | 257,340    | 212,868    | 178,152    | 178,269    |
| Water Reserve & Capital          | 455,748   | 602,226    | 521,335    | 2,251,540  | 1,169,849  | 1,202,184  | 1,217,688  |
| Sewer Operating                  | 275,999   | 419,155    | 494,625    | 627,875    | 678,789    | 602,074    | 584,346    |
| Sewer Reserve & Capital          | 235,149   | 272,463    | 325,312    | 372,446    | 391,799    | 367,819    | 376,186    |
| Stormwater Operating             | 222,421   | 344,919    | 428,667    | 414,572    | 488,320    | 168,936    | 184,365    |
| Stormwater Reserves & Capital    | 43,543    | 39,730     | 12,878     | 82,913     | 231,314    | 300,857    | 258,312    |
| PW Equipment Replacement         | 191,231   | 136,577    | 183,239    | 72,304     | 133,340    | 119,393    | 120,026    |
| Total Util Funds Ending C&I      | 2,305,846 | 3,715,492  | 3,091,507  | 4,783,383  | 4,316,529  | 3,890,665  | 4,054,594  |
| Trust Funds-due to others*       | 1,441     | 4,322      | 8,215      | 2,475      | 16,132     | 8,003      | 41,526     |
| Total Ending-Cash & Inv.**       | 8,397,335 | 14,211,107 | 17,198,787 | 19,761,262 | 19,984,067 | 20,781,642 | 21,039,968 |



## City Wide -Balance Sheet as of March 31, 2025

|                                                    | 2019          | 2020          | 2021          | 2022          | 2023          | 2024          | 2025          |
|----------------------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Cash & Investments                                 | 8,397,335     | 14,211,107    | 17,198,787    | 19,761,262    | 19,984,067    | 20,781,642    | 21,039,968    |
| Accounts Receivable (2019 excluded Permit-         | 248,702       | 776,719       | 276,103       | 269,123       | 269,123       | 301,237       | 267,207       |
| Fixed Assets & Depreciation (cash cities do        | \$0           | \$0           | \$0           | \$0           | \$0           | \$0           | \$0           |
| Insured Assets (excl Str & Uti land & infra)       |               |               |               |               |               |               |               |
| Vehicles                                           | 856,556       | 916,827       | 1,973,498     | 2,001,289     | 2,051,793     | 2,074,507     | 1,947,487     |
| -Off Road- Mowers, Boats & trailers                | 381,317       | 396,755       | 416,093       | 574,694       | 881,889       | 1,030,483     | 1,026,671     |
| Buildings                                          | 12,002,871    | 12,526,300    | 12,608,615    | 12,608,615    | 12,608,615    | 12,608,615    | 19,793,690    |
| Total Assets                                       | \$21,886,781  | \$28,827,708  | \$32,473,096  | \$35,214,983  | \$35,795,487  | \$36,796,484  | \$44,075,023  |
| Outstanding Accounts Payable (bills paid when due) |               |               |               |               |               |               |               |
| Internal Loans                                     |               |               |               |               |               |               |               |
| Water Public Works Trust Fund Loan-short           | (\$306,739)   | (\$306,739)   | (\$306,739)   | (\$306,739)   | \$0           | \$0           | \$0           |
| Water Public Works Trust Fund Loan-long te         | (\$1,511,191) | (\$1,204,452) | (\$897,713)   | (\$590,974)   | (\$284,235)   | \$0           | \$0           |
| Total Liabilities                                  | (\$1,817,930) | (\$1,511,191) | (\$1,204,452) | (\$897,713)   | (\$284,235)   | \$0           | \$0           |
| Black Diamond Fund Position (equity or i           | \$ 20,068,851 | \$ 27,316,517 | \$ 31,268,644 | \$ 34,317,270 | \$ 35,511,252 | \$ 36,796,484 | \$ 44,075,023 |





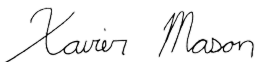
## **CERTIFICATION**

**Finance Committee Meeting**  
**Council Date:**

**May 29, 2025**  
**June 5, 2025**

| Check No.'s / EFT | Batch Name                 | Check / EFT Date | Amount        |
|-------------------|----------------------------|------------------|---------------|
| 56059-56060       | May 2025 - 2nd Early Batch | 05/13/25         | \$ 42,609.06  |
| 56061-56129       | May 2025 - 3rd Batch       | 06/06/25         | \$ 371,875.51 |
| 56130-56131       | June 2025 - 1st Batch      | 06/06/25         | \$ 16,464.46  |
| V56034            | May 2025 - Void Batch      | 06/06/25         | \$ (5,789.03) |
| TOTAL:            |                            |                  | \$ 425,160.00 |

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

  
\_\_\_\_\_  
Xavier Mason, Finance Director

\_\_\_\_\_  
Carol Benson, Mayor

DATE: 05/28/2025

DATE



# Register

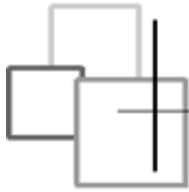
Fiscal: 2025

Deposit Period: 2025 - June, 2025 - May

Check Period: 2025 - June - 1st June 2025 Batch, 2025 - May - May 2025 Void Batch, 2025 - May - May 2025 Early Batch #2, 2025 - May - 3rd May 2025 Batch

| Number             | Name                                | Print Date | Clearing Date | Amount      |
|--------------------|-------------------------------------|------------|---------------|-------------|
| <b>Umpqua Bank</b> | <b>4026</b>                         |            |               |             |
| <b>Check</b>       |                                     |            |               |             |
| <u>56059</u>       | Puget Sound Energy                  | 5/13/2025  |               | \$11,218.73 |
| <u>56060</u>       | Tacoma Public Utilities             | 5/13/2025  |               | \$31,390.33 |
| <u>56061</u>       | AHBL, Inc.                          | 6/6/2025   |               | \$43,577.50 |
| <u>56062</u>       | Alan Ping-Lun Lai                   | 6/6/2025   |               | \$140.00    |
| <u>56063</u>       | Allison Ostrer                      | 6/6/2025   |               | \$140.00    |
| <u>56064</u>       | ALS Group USA Corp                  | 6/6/2025   |               | \$349.00    |
| <u>56065</u>       | Alsco                               | 6/6/2025   |               | \$244.88    |
| <u>56066</u>       | Amazon Capital Services, Inc.       | 6/6/2025   |               | \$1,553.70  |
| <u>56067</u>       | AT&T Mobility: First Net            | 6/6/2025   |               | \$3,505.57  |
| <u>56068</u>       | Big Mountain Electric, Inc          | 6/6/2025   |               | \$1,213.12  |
| <u>56069</u>       | Black Diamond Auto Parts            | 6/6/2025   |               | \$380.80    |
| <u>56070</u>       | Bryant's Tractor & Mower Inc.       | 6/6/2025   |               | \$750.67    |
| <u>56071</u>       | Walsh, Tim                          | 6/6/2025   |               | \$1,000.00  |
| <u>56072</u>       | CenturyLink (WA)                    | 6/6/2025   |               | \$681.53    |
| <u>56073</u>       | CHS/Cenex Inc                       | 6/6/2025   |               | \$6,316.01  |
| <u>56074</u>       | Cities Digital, Inc. "CDI"          | 6/6/2025   |               | \$1,958.40  |
| <u>56075</u>       | City of Sumner                      | 6/6/2025   |               | \$238.91    |
| <u>56076</u>       | City of Sunnyside                   | 6/6/2025   |               | \$727.65    |
| <u>56077</u>       | Confidential Data Disposal          | 6/6/2025   |               | \$135.00    |
| <u>56078</u>       | Core & Main LP                      | 6/6/2025   |               | \$2,285.97  |
| <u>56079</u>       | DCW - Data Center Warehouse         | 6/6/2025   |               | \$71,256.36 |
| <u>56080</u>       | Elwalu LLC (Elephant Car Wash)      | 6/6/2025   |               | \$164.65    |
| <u>56081</u>       | FCS Group                           | 6/6/2025   |               | \$2,820.00  |
| <u>56082</u>       | Ferguson Waterworks #3011           | 6/6/2025   |               | \$18,497.19 |
| <u>56083</u>       | Firestone Complete Auto Care        | 6/6/2025   |               | \$943.78    |
| <u>56084</u>       | First Responder Outfitters - TAC    | 6/6/2025   |               | \$395.49    |
| <u>56085</u>       | FP Mailing Solutions                | 6/6/2025   |               | \$130.56    |
| <u>56086</u>       | Future Vision Programs, Inc         | 6/6/2025   |               | \$230.00    |
| <u>56087</u>       | Haroun Rahimi                       | 6/6/2025   |               | \$250.00    |
| <u>56088</u>       | Honey Bucket/Northwest Cascade Inc. | 6/6/2025   |               | \$840.54    |
| <u>56089</u>       | HWA GeoSciences Inc.                | 6/6/2025   |               | \$2,240.00  |
| <u>56090</u>       | HydroCorp, LLC                      | 6/6/2025   |               | \$2,805.00  |
| <u>56091</u>       | J Opland Window Coverings LLC       | 6/6/2025   |               | \$184.04    |
| <u>56092</u>       | Johnsons Home & Garden              | 6/6/2025   |               | \$401.32    |
| <u>56093</u>       | King County Finance                 | 6/6/2025   |               | \$2,002.20  |

| Number        | Name                                                                   | Print Date         | Clearing Date | Amount              |
|---------------|------------------------------------------------------------------------|--------------------|---------------|---------------------|
| <u>56094</u>  | King County Finance - Dpt Nat Resources & Parks Water & Land Resources | 6/6/2025           |               | \$2,691.12          |
| <u>56095</u>  | King County Finance - I-Net                                            | 6/6/2025           |               | \$1,135.00          |
| <u>56096</u>  | Language Line Services, Inc.                                           | 6/6/2025           |               | \$94.36             |
| <u>56097</u>  | Larry McDowell                                                         | 6/6/2025           |               | \$1,000.00          |
| <u>56098</u>  | Mackenzie Engineering Inc                                              | 6/6/2025           |               | \$3,010.10          |
| <u>56099</u>  | Madrona Law Group LLC                                                  | 6/6/2025           |               | \$18,627.00         |
| <u>56100</u>  | NC The Cat Rental Store                                                | 6/6/2025           |               | \$870.40            |
| <u>56101</u>  | Northstar Chemical Inc.                                                | 6/6/2025           |               | \$4,125.86          |
| <u>56102</u>  | Office Products Nationwide                                             | 6/6/2025           |               | \$116.13            |
| <u>56103</u>  | Palmer Coking Coal Company                                             | 6/6/2025           |               | \$1,207.57          |
| <u>56104</u>  | Pape Machinery                                                         | 6/6/2025           |               | \$236.55            |
| <u>56105</u>  | Parametrix, Inc.                                                       | 6/6/2025           |               | \$97,276.90         |
| <u>56106</u>  | Yakima Neighborhood Health Services                                    | 6/6/2025           |               | \$580.00            |
| <u>56107</u>  | Perteet Inc.                                                           | 6/6/2025           |               | \$6,315.00          |
| <u>56108</u>  | Raedeke Associates Inc                                                 | 6/6/2025           |               | \$2,138.00          |
| <u>56109</u>  | Regional Animal Services of King County                                | 6/6/2025           |               | \$15.00             |
| <u>56110</u>  | Republic Services #176                                                 | 6/6/2025           |               | \$2,881.26          |
| <u>56111</u>  | RH2 Engineering Inc.                                                   | 6/6/2025           |               | \$38,392.12         |
| <u>56112</u>  | Scheibmeir, Kelly & Nelson , P.S.                                      | 6/6/2025           |               | \$1,025.00          |
| <u>56113</u>  | Seattle Times                                                          | 6/6/2025           |               | \$574.75            |
| <u>56114</u>  | Signs By Tomorrow                                                      | 6/6/2025           |               | \$278.49            |
| <u>56115</u>  | Somer Johnson                                                          | 6/6/2025           |               | \$540.85            |
| <u>56116</u>  | South Correctional Entity                                              | 6/6/2025           |               | \$2,211.70          |
| <u>56117</u>  | State Auditor's Office                                                 | 6/6/2025           |               | \$486.85            |
| <u>56118</u>  | Summit Law Group, PLLC                                                 | 6/6/2025           |               | \$492.00            |
| <u>56119</u>  | Thomson Reuters - West                                                 | 6/6/2025           |               | \$237.18            |
| <u>56120</u>  | TMG Services, Inc.                                                     | 6/6/2025           |               | \$1,246.30          |
| <u>56121</u>  | United Business Machines of WA Inc                                     | 6/6/2025           |               | \$85.55             |
| <u>56122</u>  | Utilities Underground Location Center                                  | 6/6/2025           |               | \$97.20             |
| <u>56123</u>  | Valley Communications Center                                           | 6/6/2025           |               | \$8,626.38          |
| <u>56124</u>  | Valley Defenders                                                       | 6/6/2025           |               | \$611.17            |
| <u>56125</u>  | VenTek International                                                   | 6/6/2025           |               | \$90.00             |
| <u>56126</u>  | Vision Municipal Solutions, LLC                                        | 6/6/2025           |               | \$2,059.88          |
| <u>56127</u>  | W. Anneke Berry                                                        | 6/6/2025           |               | \$210.00            |
| <u>56128</u>  | Washington State Department of Ecology                                 | 6/6/2025           |               | \$3,810.00          |
| <u>56129</u>  | Water Management Laboratories, Inc.                                    | 6/6/2025           |               | \$120.00            |
| <u>56130</u>  | Secure Pacific Corporation                                             | 6/6/2025           |               | \$1,822.00          |
| <u>56131</u>  | Sorci Family LLC                                                       | 6/6/2025           |               | \$14,642.46         |
| <u>V56034</u> | NinjaOne LLC                                                           | 6/6/2025           |               | (\$5,789.03)        |
|               |                                                                        | <b>Total</b>       | <b>Check</b>  | <b>\$425,160.00</b> |
|               |                                                                        | <b>Total</b>       | <b>4026</b>   | <b>\$425,160.00</b> |
|               |                                                                        | <b>Grand Total</b> |               | <b>\$425,160.00</b> |



# Voucher Directory with Transaction Date

| Vendor                         | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date                 | Fiscal Description<br>Name<br>Title  | Void<br>Amount     |
|--------------------------------|---------------------------------------------------------------|------------------------------|--------------------------------------|--------------------|
| <b>AHBL, Inc.</b>              |                                                               |                              |                                      |                    |
|                                | 56061                                                         | 4/30/2025                    | 2025 - May - 3rd May 2025 Batch      |                    |
|                                | 151737                                                        |                              |                                      |                    |
|                                |                                                               | Service - April 2025; MDRT   |                                      |                    |
|                                |                                                               | 001-000-257-558-70-49-00     | MDRT - Planning Consultant           | \$32,107.50        |
|                                |                                                               | Land Use Planning Services   |                                      |                    |
|                                | Total 151737                                                  |                              |                                      | \$32,107.50        |
|                                | 56061                                                         | 4/30/2025                    | 2025 - May - 3rd May 2025 Batch      |                    |
|                                | 151738                                                        |                              |                                      |                    |
|                                |                                                               | Service - April 2025; CD     |                                      |                    |
|                                |                                                               | 001-000-240-558-60-41-01     | PLN: Prof Serv - Long Range Planning | \$11,470.00        |
|                                |                                                               | CD On Call Planning Services |                                      |                    |
|                                | Total 151738                                                  |                              |                                      | \$11,470.00        |
|                                | Total 56061                                                   |                              |                                      | \$43,577.50        |
| <b>Total AHBL, Inc.</b>        |                                                               |                              |                                      | <b>\$43,577.50</b> |
| <b>Alan Ping-Lun Lai</b>       |                                                               |                              |                                      |                    |
|                                | 56062                                                         | 5/14/2025                    | 2025 - May - 3rd May 2025 Batch      |                    |
|                                | A Lai 05/14/25                                                |                              |                                      |                    |
|                                |                                                               | Service - 05/14/25           |                                      |                    |
|                                |                                                               | 001-000-120-512-51-41-04     | CRT: Interpreter                     | \$140.00           |
|                                |                                                               | Interpreter Service          |                                      |                    |
|                                | Total A Lai 05/14/25                                          |                              |                                      | \$140.00           |
|                                | Total 56062                                                   |                              |                                      | \$140.00           |
| <b>Total Alan Ping-Lun Lai</b> |                                                               |                              |                                      | <b>\$140.00</b>    |
| <b>Allison Ostrer</b>          |                                                               |                              |                                      |                    |
|                                | 56063                                                         | 5/21/2025                    | 2025 - May - 3rd May 2025 Batch      |                    |
|                                | A Ostrer 05/21/25                                             |                              |                                      |                    |
|                                |                                                               | Service - 05/21/25           |                                      |                    |
|                                |                                                               | 001-000-120-512-51-41-04     | CRT: Interpreter                     | \$140.00           |



| Vendor                   | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date           | Fiscal Description<br>Name<br>Title | Void<br>Amount |
|--------------------------|---------------------------------------------------------------|------------------------|-------------------------------------|----------------|
|                          |                                                               | Interpreter Service    |                                     |                |
|                          | Total A Ostrer 05/21/25                                       |                        |                                     | \$140.00       |
|                          | Total 56063                                                   |                        |                                     | \$140.00       |
| Total Allison Ostrer     |                                                               |                        |                                     | \$140.00       |
| ALS Group USA Corp       |                                                               |                        |                                     |                |
|                          | 56064                                                         | 4/29/2025              | 2025 - May - 3rd May 2025 Batch     |                |
|                          | 36-51-678874-0                                                |                        |                                     |                |
|                          | Service - 04/23/25                                            |                        |                                     |                |
|                          | 401-000-000-534-80-41-02                                      |                        | WTR: Testing and Sampling           | \$349.00       |
|                          |                                                               | Polyfluoralkyl Testing |                                     |                |
|                          | Total 36-51-678874-0                                          |                        |                                     | \$349.00       |
|                          | Total 56064                                                   |                        |                                     | \$349.00       |
| Total ALS Group USA Corp |                                                               |                        |                                     | \$349.00       |
| Alsco                    |                                                               |                        |                                     |                |
|                          | 56065                                                         | 5/6/2025               | 2025 - May - 3rd May 2025 Batch     |                |
|                          | LTAC1114570                                                   |                        |                                     |                |
|                          | Service - 05/06/25                                            |                        |                                     |                |
|                          | 999-000-004-000-00-31-04                                      |                        | 4-Uniform Allowance                 | \$122.44       |
|                          |                                                               | Uniform Service        |                                     |                |
|                          | Total LTAC1114570                                             |                        |                                     | \$122.44       |
|                          | 56065                                                         | 5/13/2025              | 2025 - May - 3rd May 2025 Batch     |                |
|                          | LTAC1115601                                                   |                        |                                     |                |
|                          | Service - 05/13/25                                            |                        |                                     |                |
|                          | 999-000-004-000-00-31-04                                      |                        | 4-Uniform Allowance                 | \$122.44       |
|                          |                                                               | Uniform Service        |                                     |                |
|                          | Total LTAC1115601                                             |                        |                                     | \$122.44       |
|                          | Total 56065                                                   |                        |                                     | \$244.88       |
| Total Alsco              |                                                               |                        |                                     | \$244.88       |

| Vendor                               | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date | Fiscal Description<br>Name<br>Title   | Void<br>Amount   |
|--------------------------------------|---------------------------------------------------------------|--------------|---------------------------------------|------------------|
| <b>Amazon Capital Services, Inc.</b> |                                                               |              |                                       |                  |
| 56066                                | 13YN-GNGJ-MQQH                                                | 5/15/2025    | 2025 - May - 3rd May 2025 Batch       |                  |
|                                      | Supplies - CRT                                                |              |                                       |                  |
|                                      | 001-000-120-512-51-31-00                                      |              | CRT: Office & Operating Supplies      | \$51.41          |
|                                      |                                                               |              | Computer Monitor Riser                |                  |
|                                      | <b>Total 13YN-GNGJ-MQQH</b>                                   |              |                                       | <b>\$51.41</b>   |
| 56066                                | 14L1-HK3M-97XF                                                | 5/14/2025    | 2025 - May - 3rd May 2025 Batch       |                  |
|                                      | Supplies - IT                                                 |              |                                       |                  |
|                                      | 310-000-011-594-18-64-00                                      |              | Gen Gvt-Pc related Hardware           | \$804.03         |
|                                      |                                                               |              | Apple Mac Mini Computer               |                  |
|                                      | <b>Total 14L1-HK3M-97XF</b>                                   |              |                                       | <b>\$804.03</b>  |
| 56066                                | 174F-YLWH-DCV4                                                | 5/13/2025    | 2025 - May - 3rd May 2025 Batch       |                  |
|                                      | Credit Memo - CEN SVCS                                        |              |                                       |                  |
|                                      | 001-000-180-518-50-31-00                                      |              | CEN SVCS: Office & Operating Supplies | (\$19.57)        |
|                                      |                                                               |              | Return - Wall Calendar                |                  |
|                                      | <b>Total 174F-YLWH-DCV4</b>                                   |              |                                       | <b>(\$19.57)</b> |
| 56066                                | 19GW-LPF6-GVFF                                                | 5/12/2025    | 2025 - May - 3rd May 2025 Batch       |                  |
|                                      | Supplies - PW                                                 |              |                                       |                  |
|                                      | 999-000-006-000-00-31-00                                      |              | 6-Shared Office & Operating Supplies  | \$68.53          |
|                                      |                                                               |              | Printer Paper                         |                  |
|                                      | <b>Total 19GW-LPF6-GVFF</b>                                   |              |                                       | <b>\$68.53</b>   |
| 56066                                | 19HJ-PYYK-3FFN                                                | 4/24/2025    | 2025 - May - 3rd May 2025 Batch       |                  |
|                                      | Supplies - MDRT                                               |              |                                       |                  |
|                                      | 001-000-246-558-70-31-00                                      |              | MDRT: Office & Operating Supplies     | \$19.76          |
|                                      |                                                               |              | Phone Charger                         |                  |
|                                      | <b>Total 19HJ-PYYK-3FFN</b>                                   |              |                                       | <b>\$19.76</b>   |
| 56066                                | 19L4-CJJH-CK39                                                | 5/13/2025    | 2025 - May - 3rd May 2025 Batch       |                  |
|                                      | Credit Memo - IT                                              |              |                                       |                  |
|                                      | 001-000-254-518-21-31-00                                      |              | MOD: Office & Operating Supplies      | (\$15.39)        |
|                                      |                                                               |              | Return - Computer Monitor Adapter     |                  |
|                                      | <b>Total 19L4-CJJH-CK39</b>                                   |              |                                       | <b>(\$15.39)</b> |

| Vendor | Transaction Number<br>Transaction Reference<br>Account Number                                                                                                                                                        | Invoice Date | Fiscal Description<br>Name<br>Title                                                                                                                  | Void<br>Amount                |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| 56066  | 1G1C-JGK6-W4Y4<br>Supplies - CEN SVCS<br>001-000-180-518-50-31-00<br>Trash Bags                                                                                                                                      | 5/16/2025    | 2025 - May - 3rd May 2025 Batch<br>CEN SVCS: Office & Operating Supplies                                                                             | \$112.04                      |
|        | Total 1G1C-JGK6-W4Y4                                                                                                                                                                                                 |              |                                                                                                                                                      | \$112.04                      |
| 56066  | 1JDC-CF3Q-QNHK<br>Supplies - Admin/CLK/CD<br>001-000-137-514-21-31-00<br>Tape, Rubberbands; CLK<br>001-000-180-518-50-31-00<br>Tape, Rubberbands; CEN SVCS<br>001-000-240-558-51-31-00<br>Tape, Rubberbands; COM DEV | 5/22/2025    | 2025 - May - 3rd May 2025 Batch<br>CLK: Office & Operating Supplies<br>CEN SVCS: Office & Operating Supplies<br>COM DEV: Office & Operating Supplies | \$11.13<br>\$11.13<br>\$11.12 |
|        | Total 1JDC-CF3Q-QNHK                                                                                                                                                                                                 |              |                                                                                                                                                      | \$33.38                       |
| 56066  | 1JTY-V1NJ-G6NF<br>Supplies - PD<br>001-000-210-521-10-31-00<br>Rubber Bands                                                                                                                                          | 5/12/2025    | 2025 - May - 3rd May 2025 Batch<br>PD: Office & Operating Supplies                                                                                   | \$5.57                        |
|        | Total 1JTY-V1NJ-G6NF                                                                                                                                                                                                 |              |                                                                                                                                                      | \$5.57                        |
| 56066  | 1K1R-67RH-CGFV<br>Supplies - FIN<br>001-000-140-514-23-31-00<br>Office Table, Magnets, Folders, Door Stops, Sugar, Fragrance Diffuser                                                                                | 5/6/2025     | 2025 - May - 3rd May 2025 Batch<br>FIN: Office & Operating Supplies                                                                                  | \$211.22                      |
|        | Total 1K1R-67RH-CGFV                                                                                                                                                                                                 |              |                                                                                                                                                      | \$211.22                      |
| 56066  | 1L7Q-LVWR-GDTC<br>Supplies - PW<br>999-000-006-000-00-31-00<br>USB Charger Converter                                                                                                                                 | 5/18/2025    | 2025 - May - 3rd May 2025 Batch<br>6-Shared Office & Operating Supplies                                                                              | \$17.40                       |
|        | Total 1L7Q-LVWR-GDTC                                                                                                                                                                                                 |              |                                                                                                                                                      | \$17.40                       |

| Vendor                              | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date     | Fiscal Description<br>Name<br>Title       | Void<br>Amount    |
|-------------------------------------|---------------------------------------------------------------|------------------|-------------------------------------------|-------------------|
|                                     | <b>56066</b>                                                  | <b>5/2/2025</b>  | <b>2025 - May - 3rd May 2025 Batch</b>    |                   |
|                                     | <b>1Q4W-JDW6-4QDP</b>                                         |                  |                                           |                   |
|                                     | <b>Credit Memo - PW</b>                                       |                  |                                           |                   |
|                                     | 999-000-006-000-00-31-00                                      |                  | 6-Shared Office & Operating Supplies      | (\$16.30)         |
|                                     | Blinds (returned product)                                     |                  |                                           |                   |
|                                     | <b>Total 1Q4W-JDW6-4QDP</b>                                   |                  |                                           | <b>(\$16.30)</b>  |
|                                     | <b>56066</b>                                                  | <b>5/13/2025</b> | <b>2025 - May - 3rd May 2025 Batch</b>    |                   |
|                                     | <b>1QRT-L149-C7QF</b>                                         |                  |                                           |                   |
|                                     | <b>Supplies - CD</b>                                          |                  |                                           |                   |
|                                     | 001-000-240-558-51-31-00                                      |                  | COM DEV: Office & Operating Supplies      | \$27.90           |
|                                     | Sprayer Wand                                                  |                  |                                           |                   |
|                                     | <b>Total 1QRT-L149-C7QF</b>                                   |                  |                                           | <b>\$27.90</b>    |
|                                     | <b>56066</b>                                                  | <b>5/1/2025</b>  | <b>2025 - May - 3rd May 2025 Batch</b>    |                   |
|                                     | <b>1VHX-1VDV-16H9</b>                                         |                  |                                           |                   |
|                                     | <b>Supplies - PW</b>                                          |                  |                                           |                   |
|                                     | 999-000-006-000-00-31-00                                      |                  | 6-Shared Office & Operating Supplies      | \$16.30           |
|                                     | Blinds                                                        |                  |                                           |                   |
|                                     | <b>Total 1VHX-1VDV-16H9</b>                                   |                  |                                           | <b>\$16.30</b>    |
|                                     | <b>56066</b>                                                  | <b>5/21/2025</b> | <b>2025 - May - 3rd May 2025 Batch</b>    |                   |
|                                     | <b>1VM7-7NPG-FX1K</b>                                         |                  |                                           |                   |
|                                     | <b>Supplies - IT</b>                                          |                  |                                           |                   |
|                                     | 001-000-145-518-80-31-00                                      |                  | IT: Office & Operating Supplies           | \$172.19          |
|                                     | HDMI Cables, USB Adapters, Mac Dock                           |                  |                                           |                   |
|                                     | 999-000-006-000-00-31-00                                      |                  | 6-Shared Office & Operating Supplies      | \$65.23           |
|                                     | Surge Protector                                               |                  |                                           |                   |
|                                     | <b>Total 1VM7-7NPG-FX1K</b>                                   |                  |                                           | <b>\$237.42</b>   |
|                                     | <b>Total 56066</b>                                            |                  |                                           | <b>\$1,553.70</b> |
|                                     | <b>Total Amazon Capital Services, Inc.</b>                    |                  |                                           | <b>\$1,553.70</b> |
| <b>AT&amp;T Mobility: First Net</b> |                                                               |                  |                                           |                   |
|                                     | <b>56067</b>                                                  | <b>5/5/2025</b>  | <b>2025 - May - 3rd May 2025 Batch</b>    |                   |
|                                     | <b>287294109909X05132025</b>                                  |                  |                                           |                   |
|                                     | <b>Service - April 2025</b>                                   |                  |                                           |                   |
|                                     | 001-000-110-511-60-42-00                                      |                  | COUNC: Communications                     | \$134.61          |
|                                     | Cell Service; COUNC                                           |                  |                                           |                   |
|                                     | 001-000-120-512-51-42-00                                      |                  | CRT: Telephone / DSL / Radios / Air Cards | \$35.06           |
|                                     | Cell Service; CRT                                             |                  |                                           |                   |
|                                     | 001-000-130-513-10-42-00                                      |                  | MAYOR: Telephone/DSL                      | \$35.06           |
|                                     | Cell Service; MAYOR                                           |                  |                                           |                   |

| Vendor                           | Transaction Number          | Invoice Date                         | Fiscal Description                            | Void       |
|----------------------------------|-----------------------------|--------------------------------------|-----------------------------------------------|------------|
|                                  | Transaction Reference       | Account Number                       | Name                                          | Amount     |
|                                  |                             | 001-000-145-518-80-42-04             | IT: Telephone / DSL / Radios / Air Cards      | \$359.67   |
|                                  |                             | Cell Service; IT                     |                                               |            |
|                                  |                             | 001-000-180-518-50-42-00             | CEN SVCS: Phones / DSL / Radios / Air Cards   | \$403.14   |
|                                  |                             | Cell Service; CEN SVS                |                                               |            |
|                                  |                             | 001-000-214-521-20-42-00             | PD: Telephone / DSL / Radios / Air Cards      | \$1,269.02 |
|                                  |                             | Cell Service; PD                     |                                               |            |
|                                  |                             | 001-000-240-558-51-42-00             | COM DEV: Telephone / DSL / Radios / Air Cards | \$269.93   |
|                                  |                             | Cell Service; COM DEV                |                                               |            |
|                                  |                             | 001-000-246-558-70-42-00             | MDRT: Telephone / DSL / Radios / Air Cards    | \$179.49   |
|                                  |                             | Cell Service; MDRT                   |                                               |            |
|                                  |                             | 001-000-270-576-80-42-00             | PRK: Telephone / DSL / Radios / Air Cards     | \$63.64    |
|                                  |                             | Cell Service; PRK                    |                                               |            |
|                                  |                             | 001-000-280-536-20-42-00             | CEM: Telephone / DSL / Radios / Air Cards     | \$14.29    |
|                                  |                             | Cell Service; CEM                    |                                               |            |
|                                  |                             | 101-000-000-542-30-42-00             | STRT: Telephone / DSL / Radios / Air Cards    | \$157.18   |
|                                  |                             | Cell Service; STRT                   |                                               |            |
|                                  |                             | 401-000-000-534-80-42-00             | WTR: Telephone / DSL / Radios / Air Cards     | \$171.45   |
|                                  |                             | Cell Service; WTR (rounded)          |                                               |            |
|                                  |                             | 404-000-010-534-80-41-00             | SCADA/Telemetry Prof Svs                      | \$70.11    |
|                                  |                             | Cell Service; SCADA                  |                                               |            |
|                                  |                             | 407-000-000-535-80-42-00             | SWR: Telephone / DSL / Radios / Air Cards     | \$171.46   |
|                                  |                             | Cell Service; SWR                    |                                               |            |
|                                  |                             | 410-000-000-531-10-42-00             | STRM: Telephone / DSL / Radios / Air Cards    | \$171.46   |
|                                  |                             | Cell Service; STRM                   |                                               |            |
|                                  | Total 287294109909X05132025 |                                      |                                               | \$3,505.57 |
|                                  | Total 56067                 |                                      |                                               | \$3,505.57 |
| Total AT&T Mobility: First Net   |                             |                                      |                                               | \$3,505.57 |
| Big Mountain Electric, Inc       |                             |                                      |                                               |            |
|                                  | 56068                       | 5/7/2025                             | 2025 - May - 3rd May 2025 Batch               |            |
|                                  | 5663                        |                                      |                                               |            |
|                                  |                             | Service - May 2025                   |                                               |            |
|                                  |                             | 310-000-002-594-18-62-03             | CIP - Gen Govt - Campus Improvements          | \$1,213.12 |
|                                  |                             | Black Diamond Gate Labor & Materials |                                               |            |
|                                  | Total 5663                  |                                      |                                               | \$1,213.12 |
|                                  | Total 56068                 |                                      |                                               | \$1,213.12 |
| Total Big Mountain Electric, Inc |                             |                                      |                                               | \$1,213.12 |



| Vendor                                   | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date                              | Fiscal Description<br>Name<br>Title       | Void<br>Amount |
|------------------------------------------|---------------------------------------------------------------|-------------------------------------------|-------------------------------------------|----------------|
| <b>Black Diamond Auto Parts</b>          |                                                               |                                           |                                           |                |
|                                          | 56069                                                         | 5/9/2025                                  | 2025 - May - 3rd May 2025 Batch           |                |
|                                          | 477347                                                        |                                           |                                           |                |
|                                          |                                                               | Supplies - MDRT                           |                                           |                |
|                                          |                                                               | 001-000-246-558-70-48-01                  | MDRT: Vehicle Repair & Maintenance        | \$380.80       |
|                                          |                                                               | Truck Safety Light                        |                                           |                |
|                                          | Total 477347                                                  |                                           |                                           | \$380.80       |
|                                          | Total 56069                                                   |                                           |                                           | \$380.80       |
|                                          | Total Black Diamond Auto Parts                                |                                           |                                           | \$380.80       |
| <b>Bryant's Tractor &amp; Mower Inc.</b> |                                                               |                                           |                                           |                |
|                                          | 56070                                                         | 5/16/2025                                 | 2025 - May - 3rd May 2025 Batch           |                |
|                                          | 317537                                                        |                                           |                                           |                |
|                                          |                                                               | Supplies - PRK                            |                                           |                |
|                                          |                                                               | 001-000-270-576-80-48-02                  | PRK: Equipment Maintenance & Repairs      | \$750.67       |
|                                          |                                                               | Mower Bag, Chute, Bearing                 |                                           |                |
|                                          | Total 317537                                                  |                                           |                                           | \$750.67       |
|                                          | Total 56070                                                   |                                           |                                           | \$750.67       |
|                                          | Total Bryant's Tractor & Mower Inc.                           |                                           |                                           | \$750.67       |
| <b>CD - Transient Vendors</b>            |                                                               |                                           |                                           |                |
|                                          | 56071                                                         | 5/14/2025                                 | 2025 - May - 3rd May 2025 Batch           |                |
|                                          | T Walsh 05/14/25                                              |                                           | Tim Walsh                                 |                |
|                                          |                                                               | Refund - Demo Deposit                     |                                           |                |
|                                          |                                                               | 001-000-240-345-89-99-10                  | CD - Demo Deposit                         | \$1,000.00     |
|                                          |                                                               | Refund for Demolition Permit Deposit      |                                           |                |
|                                          | Total T Walsh 05/14/25                                        |                                           |                                           | \$1,000.00     |
|                                          | Total 56071                                                   |                                           |                                           | \$1,000.00     |
|                                          | Total CD - Transient Vendors                                  |                                           |                                           | \$1,000.00     |
| <b>CenturyLink (WA)</b>                  |                                                               |                                           |                                           |                |
|                                          | 56072                                                         | 5/12/2025                                 | 2025 - May - 3rd May 2025 Batch           |                |
|                                          | Century Link 3333977608 04/2025                               |                                           |                                           |                |
|                                          |                                                               | Service - April 2025                      |                                           |                |
|                                          |                                                               | 401-000-000-534-80-42-00                  | WTR: Telephone / DSL / Radios / Air Cards | \$382.35       |
|                                          |                                                               | Internet/Phone Service - Water Facilities |                                           |                |
|                                          |                                                               | 407-000-000-535-80-42-00                  | SWR: Telephone / DSL / Radios / Air Cards | \$299.18       |

| Vendor                     | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date     | Fiscal Description<br>Name<br>Title       | Void<br>Amount    |
|----------------------------|---------------------------------------------------------------|------------------|-------------------------------------------|-------------------|
|                            |                                                               |                  | Internet/Phone Service - Sewer Facilities |                   |
|                            | <b>Total Century Link 3333977608 04/2025</b>                  |                  |                                           | <b>\$681.53</b>   |
|                            | <b>Total 56072</b>                                            |                  |                                           | <b>\$681.53</b>   |
|                            | <b>Total CenturyLink (WA)</b>                                 |                  |                                           | <b>\$681.53</b>   |
| <b>CHS/Cenex Inc</b>       |                                                               |                  |                                           |                   |
|                            | <b>56073</b>                                                  | <b>4/30/2025</b> | <b>2025 - May - 3rd May 2025 Batch</b>    |                   |
|                            | <b>CHS/Cenex 124244 04/2025</b>                               |                  |                                           |                   |
|                            | <b>Service - April 2025; CH</b>                               |                  |                                           |                   |
|                            | 001-000-180-518-50-32-01                                      |                  | CEN SVCS: Fuel                            | \$48.35           |
|                            | Fuel Charges; CEN SVS                                         |                  |                                           |                   |
|                            | 001-000-215-521-10-32-00                                      |                  | PD: Marine Fuel VRF                       | \$151.00          |
|                            | Fuel Charges; VRF                                             |                  |                                           |                   |
|                            | 001-000-246-558-70-32-00                                      |                  | MDRT: Fuel                                | \$471.02          |
|                            | Fuel Charges; MDRT                                            |                  |                                           |                   |
|                            | 001-000-270-576-80-32-00                                      |                  | PRK: Fuel                                 | \$89.39           |
|                            | Fuel Charges; PRK                                             |                  |                                           |                   |
|                            | 001-000-280-536-20-32-00                                      |                  | CEM: Fuel                                 | \$44.69           |
|                            | Fuel Charges; CEM                                             |                  |                                           |                   |
|                            | 101-000-000-543-50-32-00                                      |                  | STRT: Fuel                                | \$491.63          |
|                            | Fuel Charges; STRT                                            |                  |                                           |                   |
|                            | 401-000-000-534-80-32-00                                      |                  | WTR: Fuel                                 | \$536.32          |
|                            | Fuel Charges; WTR                                             |                  |                                           |                   |
|                            | 407-000-000-535-80-32-00                                      |                  | SWR: Fuel                                 | \$536.32          |
|                            | Fuel Charges; SWR                                             |                  |                                           |                   |
|                            | 410-000-000-531-10-32-00                                      |                  | STRM: Fuel                                | \$536.32          |
|                            | Fuel Charges; STRM                                            |                  |                                           |                   |
|                            | <b>Total CHS/Cenex 124244 04/2025</b>                         |                  |                                           | <b>\$2,905.04</b> |
|                            | <b>56073</b>                                                  | <b>4/30/2025</b> | <b>2025 - May - 3rd May 2025 Batch</b>    |                   |
|                            | <b>CHS/Cenex 128275 04/2025</b>                               |                  |                                           |                   |
|                            | <b>Service - April 2025; PD</b>                               |                  |                                           |                   |
|                            | 001-000-210-521-10-32-00                                      |                  | PD: Fuel                                  | \$3,410.97        |
|                            | Fuel Charges; PD                                              |                  |                                           |                   |
|                            | <b>Total CHS/Cenex 128275 04/2025</b>                         |                  |                                           | <b>\$3,410.97</b> |
|                            | <b>Total 56073</b>                                            |                  |                                           | <b>\$6,316.01</b> |
| <b>Total CHS/Cenex Inc</b> |                                                               |                  |                                           | <b>\$6,316.01</b> |

| Vendor                            | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date                              | Fiscal Description<br>Name<br>Title                | Void<br>Amount    |
|-----------------------------------|---------------------------------------------------------------|-------------------------------------------|----------------------------------------------------|-------------------|
| <b>Cities Digital, Inc. "CDI"</b> |                                                               |                                           |                                                    |                   |
|                                   | 56074                                                         | 4/9/2025                                  | 2025 - May - 3rd May 2025 Batch                    |                   |
|                                   | 63290                                                         |                                           |                                                    |                   |
|                                   |                                                               | <b>Supplies - IT</b>                      |                                                    |                   |
|                                   |                                                               | 001-000-145-518-80-41-01                  | IT: Software Services                              | \$1,958.40        |
|                                   |                                                               | Annual Software Support & Updates         |                                                    |                   |
|                                   | <b>Total 63290</b>                                            |                                           |                                                    | <b>\$1,958.40</b> |
|                                   | <b>Total 56074</b>                                            |                                           |                                                    | <b>\$1,958.40</b> |
|                                   | <b>Total Cities Digital, Inc. "CDI"</b>                       |                                           |                                                    | <b>\$1,958.40</b> |
| <b>City of Sumner</b>             |                                                               |                                           |                                                    |                   |
|                                   | 56075                                                         | 5/1/2025                                  | 2025 - May - 3rd May 2025 Batch                    |                   |
|                                   | 1310                                                          |                                           |                                                    |                   |
|                                   |                                                               | <b>Reimbursement - Jan-April 2025</b>     |                                                    |                   |
|                                   |                                                               | 001-000-121-512-51-41-02                  | CRT: AOC-Therapeutic Grant 07/01/2024 - 06/30/2025 | \$238.91          |
|                                   |                                                               | Reimbursement for MyCase Software License |                                                    |                   |
|                                   | <b>Total 1310</b>                                             |                                           |                                                    | <b>\$238.91</b>   |
|                                   | <b>Total 56075</b>                                            |                                           |                                                    | <b>\$238.91</b>   |
|                                   | <b>Total City of Sumner</b>                                   |                                           |                                                    | <b>\$238.91</b>   |
| <b>City of Sunnyside</b>          |                                                               |                                           |                                                    |                   |
|                                   | 56076                                                         | 5/6/2025                                  | 2025 - May - 3rd May 2025 Batch                    |                   |
|                                   | 16116                                                         |                                           |                                                    |                   |
|                                   |                                                               | <b>Service - April 2025</b>               |                                                    |                   |
|                                   |                                                               | 001-000-211-523-60-49-00                  | PD: Jail Costs                                     | \$727.65          |
|                                   |                                                               | Jailing Costs                             |                                                    |                   |
|                                   | <b>Total 16116</b>                                            |                                           |                                                    | <b>\$727.65</b>   |
|                                   | <b>Total 56076</b>                                            |                                           |                                                    | <b>\$727.65</b>   |
|                                   | <b>Total City of Sunnyside</b>                                |                                           |                                                    | <b>\$727.65</b>   |
| <b>Confidential Data Disposal</b> |                                                               |                                           |                                                    |                   |
|                                   | 56077                                                         | 12/3/2024                                 | 2025 - May - 3rd May 2025 Batch                    |                   |
|                                   | 229031                                                        |                                           |                                                    |                   |
|                                   |                                                               | <b>Service - 12/03/24; PD &amp; CRT</b>   |                                                    |                   |
|                                   |                                                               | 001-000-120-512-51-49-06                  | CRT: Shredding Services                            | \$22.50           |
|                                   |                                                               | Document Shredding Services; CRT          |                                                    |                   |
|                                   |                                                               | 001-000-210-521-10-49-05                  | PD: Shredding Services                             | \$22.50           |
|                                   |                                                               | Document Shredding Services; PD           |                                                    |                   |
|                                   | <b>Total 229031</b>                                           |                                           |                                                    | <b>\$45.00</b>    |

| Vendor                      | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date                 | Fiscal Description<br>Name<br>Title  | Void<br>Amount |
|-----------------------------|---------------------------------------------------------------|------------------------------|--------------------------------------|----------------|
|                             | 56077                                                         | 5/5/2025                     | 2025 - May - 3rd May 2025 Batch      |                |
|                             | 22943268                                                      |                              |                                      |                |
|                             |                                                               | Service - 05/05/25; CEN SVS  |                                      |                |
|                             |                                                               | 001-000-180-518-50-49-05     | CEN SVCS: Shredding Services         | \$45.00        |
|                             |                                                               |                              | Document Shredding Services; CEN SVS |                |
|                             | Total 22943268                                                |                              |                                      | \$45.00        |
|                             | 56077                                                         | 5/5/2025                     | 2025 - May - 3rd May 2025 Batch      |                |
|                             | 22943269                                                      |                              |                                      |                |
|                             |                                                               | Service - 05/05/25; PD & CRT |                                      |                |
|                             |                                                               | 001-000-120-512-51-49-06     | CRT: Shredding Services              | \$22.50        |
|                             |                                                               |                              | Document Shredding Services; CRT     |                |
|                             |                                                               | 001-000-210-521-10-49-05     | PD: Shredding Services               | \$22.50        |
|                             |                                                               |                              | Document Shredding Services; PD      |                |
|                             | Total 22943269                                                |                              |                                      | \$45.00        |
|                             | Total 56077                                                   |                              |                                      | \$135.00       |
|                             | Total Confidential Data Disposal                              |                              |                                      | \$135.00       |
| Core & Main LP              |                                                               |                              |                                      |                |
|                             | 56078                                                         | 5/16/2025                    | 2025 - May - 3rd May 2025 Batch      |                |
|                             | W989975                                                       |                              |                                      |                |
|                             |                                                               | Supplies - PW                |                                      |                |
|                             |                                                               | 510-000-500-594-48-62-00     | PW Bldg Related Impr.                | \$2,285.97     |
|                             |                                                               |                              | Supplies for Shop Water Main Project |                |
|                             | Total W989975                                                 |                              |                                      | \$2,285.97     |
|                             | Total 56078                                                   |                              |                                      | \$2,285.97     |
|                             | Total Core & Main LP                                          |                              |                                      | \$2,285.97     |
| DCW - Data Center Warehouse |                                                               |                              |                                      |                |
|                             | 56079                                                         | 5/5/2025                     | 2025 - May - 3rd May 2025 Batch      |                |
|                             | INVD229838                                                    |                              |                                      |                |
|                             |                                                               | Supplies - IT                |                                      |                |
|                             |                                                               | 001-000-145-518-80-41-01     | IT: Software Services                | \$10,435.89    |
|                             |                                                               |                              | Barracuda Software                   |                |
|                             | Total INVD229838                                              |                              |                                      | \$10,435.89    |
|                             | 56079                                                         | 5/6/2025                     | 2025 - May - 3rd May 2025 Batch      |                |
|                             | INVD229930                                                    |                              |                                      |                |
|                             |                                                               | Supplies - IT                |                                      |                |
|                             |                                                               | 001-000-145-518-80-41-01     | IT: Software Services                | \$4,352.00     |

| Vendor                                      | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date | Fiscal Description<br>Name<br>Title | Void<br>Amount     |
|---------------------------------------------|---------------------------------------------------------------|--------------|-------------------------------------|--------------------|
|                                             |                                                               |              | Barracuda License, Email Protection |                    |
|                                             | <b>Total INVD229930</b>                                       |              |                                     | <b>\$4,352.00</b>  |
| 56079                                       |                                                               | 5/13/2025    | 2025 - May - 3rd May 2025 Batch     |                    |
|                                             | <b>INVD230412</b>                                             |              |                                     |                    |
|                                             | <b>Supplies - IT</b>                                          |              |                                     |                    |
|                                             | 001-000-145-518-80-41-01                                      |              | IT: Software Services               | \$2,807.49         |
|                                             |                                                               |              | Adobe Acrobat Licenses              |                    |
|                                             | <b>Total INVD230412</b>                                       |              |                                     | <b>\$2,807.49</b>  |
| 56079                                       |                                                               | 5/14/2025    | 2025 - May - 3rd May 2025 Batch     |                    |
|                                             | <b>INVD230481</b>                                             |              |                                     |                    |
|                                             | <b>Supplies - IT</b>                                          |              |                                     |                    |
|                                             | 310-000-011-594-21-64-03                                      |              | Police Pc related Hardware          | \$53,660.98        |
|                                             | <b>Total INVD230481</b>                                       |              |                                     | <b>\$53,660.98</b> |
| <b>Total 56079</b>                          |                                                               |              |                                     | <b>\$71,256.36</b> |
| <b>Total DCW - Data Center Warehouse</b>    |                                                               |              |                                     | <b>\$71,256.36</b> |
| <b>Elwalu LLC (Elephant Car Wash)</b>       |                                                               |              |                                     |                    |
| 56080                                       |                                                               | 4/30/2025    | 2025 - May - 3rd May 2025 Batch     |                    |
|                                             | <b>2098</b>                                                   |              |                                     |                    |
|                                             | <b>Service - April 2025</b>                                   |              |                                     |                    |
|                                             | 001-000-210-521-10-48-01                                      |              | PD: Vehicle/Eq. Mtc. & Repair       | \$164.65           |
|                                             |                                                               |              | Oil Changes, 2 Cars                 |                    |
|                                             | <b>Total 2098</b>                                             |              |                                     | <b>\$164.65</b>    |
| <b>Total 56080</b>                          |                                                               |              |                                     | <b>\$164.65</b>    |
| <b>Total Elwalu LLC (Elephant Car Wash)</b> |                                                               |              |                                     | <b>\$164.65</b>    |
| <b>FCS Group</b>                            |                                                               |              |                                     |                    |
| 56081                                       |                                                               | 4/30/2025    | 2025 - May - 3rd May 2025 Batch     |                    |
|                                             | <b>3647-22504136</b>                                          |              |                                     |                    |
|                                             | <b>Service - April 2025</b>                                   |              |                                     |                    |
|                                             | 310-000-036-522-10-41-00                                      |              | CEN SERV - Fiscal & Fire Analysis   | \$2,820.00         |
|                                             |                                                               |              | Fire Service Study                  |                    |
|                                             | <b>Total 3647-22504136</b>                                    |              |                                     | <b>\$2,820.00</b>  |
| <b>Total 56081</b>                          |                                                               |              |                                     | <b>\$2,820.00</b>  |
| <b>Total FCS Group</b>                      |                                                               |              |                                     | <b>\$2,820.00</b>  |



| Vendor                                  | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date                   | Fiscal Description<br>Name<br>Title     | Void<br>Amount |
|-----------------------------------------|---------------------------------------------------------------|--------------------------------|-----------------------------------------|----------------|
| <b>Ferguson Waterworks #3011</b>        |                                                               |                                |                                         |                |
|                                         | 56082                                                         | 5/13/2025                      | 2025 - May - 3rd May 2025 Batch         |                |
|                                         | 0077437-1                                                     |                                |                                         |                |
|                                         |                                                               | Supplies - WTR                 |                                         |                |
|                                         |                                                               | 401-000-000-534-80-31-02       | WTR: Meters & Related Costs             | \$18,497.19    |
|                                         |                                                               | Water Meter Parts              |                                         |                |
|                                         | Total 0077437-1                                               |                                |                                         | \$18,497.19    |
|                                         | Total 56082                                                   |                                |                                         | \$18,497.19    |
|                                         | Total Ferguson Waterworks #3011                               |                                |                                         | \$18,497.19    |
| <b>Firestone Complete Auto Care</b>     |                                                               |                                |                                         |                |
|                                         | 56083                                                         | 4/15/2025                      | 2025 - May - 3rd May 2025 Batch         |                |
|                                         | 104233                                                        |                                |                                         |                |
|                                         |                                                               | Service - 2021 Chevrolet Tahoe |                                         |                |
|                                         |                                                               | 001-000-210-521-10-48-01       | PD: Vehicle/Eq. Mtc. & Repair           | \$943.78       |
|                                         |                                                               | New Tires, Installation        |                                         |                |
|                                         | Total 104233                                                  |                                |                                         | \$943.78       |
|                                         | Total 56083                                                   |                                |                                         | \$943.78       |
|                                         | Total Firestone Complete Auto Care                            |                                |                                         | \$943.78       |
| <b>First Responder Outfitters - TAC</b> |                                                               |                                |                                         |                |
|                                         | 56084                                                         | 4/2/2025                       | 2025 - May - 3rd May 2025 Batch         |                |
|                                         | 16450-3                                                       |                                |                                         |                |
|                                         |                                                               | Supplies - PD                  |                                         |                |
|                                         |                                                               | 001-000-210-521-10-31-04       | PD: Uniform Allowance                   | \$395.49       |
|                                         |                                                               | Jumpsuit, Patches              |                                         |                |
|                                         | Total 16450-3                                                 |                                |                                         | \$395.49       |
|                                         | Total 56084                                                   |                                |                                         | \$395.49       |
|                                         | Total First Responder Outfitters - TAC                        |                                |                                         | \$395.49       |
| <b>FP Mailing Solutions</b>             |                                                               |                                |                                         |                |
|                                         | 56085                                                         | 5/13/2025                      | 2025 - May - 3rd May 2025 Batch         |                |
|                                         | RI106648654                                                   |                                |                                         |                |
|                                         |                                                               | Service - Q3 2025              |                                         |                |
|                                         |                                                               | 001-000-180-518-50-45-01       | CEN SVCS: Postage Meter Rental & Maint. | \$130.56       |
|                                         |                                                               | Postage Meter Rental/Service   |                                         |                |
|                                         | Total RI106648654                                             |                                |                                         | \$130.56       |
|                                         | Total 56085                                                   |                                |                                         | \$130.56       |
|                                         | Total FP Mailing Solutions                                    |                                |                                         | \$130.56       |

| Vendor                                     | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date | Fiscal Description<br>Name<br>Title                | Void<br>Amount |
|--------------------------------------------|---------------------------------------------------------------|--------------|----------------------------------------------------|----------------|
| <b>Future Vision Programs, Inc</b>         |                                                               |              |                                                    |                |
|                                            | 56086                                                         | 5/13/2025    | 2025 - May - 3rd May 2025 Batch                    |                |
|                                            | Future Vision Programs 05/13/25                               |              |                                                    |                |
|                                            | Service - 04/10/25-05/08/25                                   |              |                                                    |                |
|                                            | 001-000-121-512-51-41-02                                      |              | CRT: AOC-Therapeutic Grant 07/01/2024 - 06/30/2025 | \$230.00       |
|                                            |                                                               |              | Substance Abuse Treatment Services                 |                |
|                                            | Total Future Vision Programs 05/13/25                         |              |                                                    | \$230.00       |
|                                            | Total 56086                                                   |              |                                                    | \$230.00       |
|                                            | Total Future Vision Programs, Inc                             |              |                                                    | \$230.00       |
| <b>Haroun Rahimi</b>                       |                                                               |              |                                                    |                |
|                                            | 56087                                                         | 5/21/2025    | 2025 - May - 3rd May 2025 Batch                    |                |
|                                            | #5005                                                         |              |                                                    |                |
|                                            | Service - 05/21/25                                            |              |                                                    |                |
|                                            | 001-000-120-512-51-41-04                                      |              | CRT: Interpreter                                   | \$250.00       |
|                                            |                                                               |              | Interpreter Service                                |                |
|                                            | Total #5005                                                   |              |                                                    | \$250.00       |
|                                            | Total 56087                                                   |              |                                                    | \$250.00       |
|                                            | Total Haroun Rahimi                                           |              |                                                    | \$250.00       |
| <b>Honey Bucket/Northwest Cascade Inc.</b> |                                                               |              |                                                    |                |
|                                            | 56088                                                         | 5/5/2025     | 2025 - May - 3rd May 2025 Batch                    |                |
|                                            | 0554847387                                                    |              |                                                    |                |
|                                            | Credit Memo - 22698 SE 296th St                               |              |                                                    |                |
|                                            | 001-000-270-575-70-41-01                                      |              | Lake Sawyer: Portable Restroom Facility            | (\$63.00)      |
|                                            |                                                               |              | Refund - Portable Restroom Facility Service        |                |
|                                            | Total 0554847387                                              |              |                                                    | (\$63.00)      |
|                                            | 56088                                                         | 5/20/2025    | 2025 - May - 3rd May 2025 Batch                    |                |
|                                            | 0554875055                                                    |              |                                                    |                |
|                                            | Service - 22698 SE 296th St                                   |              |                                                    |                |
|                                            | 001-000-270-575-70-41-01                                      |              | Lake Sawyer: Portable Restroom Facility            | \$544.54       |
|                                            |                                                               |              | Portable Restroom Facility Service                 |                |
|                                            | Total 0554875055                                              |              |                                                    | \$544.54       |
|                                            | 56088                                                         | 5/20/2025    | 2025 - May - 3rd May 2025 Batch                    |                |
|                                            | 0554875056                                                    |              |                                                    |                |
|                                            | Service - 31500 Lake Sawyer Rd                                |              |                                                    |                |
|                                            | 001-000-270-575-70-41-01                                      |              | Lake Sawyer: Portable Restroom Facility            | \$98.00        |
|                                            |                                                               |              | Portable Restroom Facility Service                 |                |
|                                            | Total 0554875056                                              |              |                                                    | \$98.00        |

| Vendor               | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date                       | Fiscal Description<br>Name<br>Title     | Void<br>Amount |
|----------------------|---------------------------------------------------------------|------------------------------------|-----------------------------------------|----------------|
|                      | 56088                                                         | 5/20/2025                          | 2025 - May - 3rd May 2025 Batch         |                |
|                      | 0554875057                                                    |                                    |                                         |                |
|                      |                                                               | Service - 23242 SE 312th St        |                                         |                |
|                      |                                                               | 001-000-270-575-70-41-01           | Lake Sawyer: Portable Restroom Facility | \$261.00       |
|                      |                                                               | Portable Restroom Facility Service |                                         |                |
|                      | Total 0554875057                                              |                                    |                                         | \$261.00       |
|                      | Total 56088                                                   |                                    |                                         | \$840.54       |
|                      | Total Honey Bucket/Northwest Cascade Inc.                     |                                    |                                         | \$840.54       |
| HWA GeoSciences Inc. |                                                               |                                    |                                         |                |
|                      | 56089                                                         | 4/25/2025                          | 2025 - May - 3rd May 2025 Batch         |                |
|                      | 37869                                                         |                                    |                                         |                |
|                      |                                                               | Service - April 2025               |                                         |                |
|                      |                                                               | 001-000-257-558-70-41-05           | MDRT - Geotech                          | \$1,440.00     |
|                      |                                                               | Miners Ridge Expansion Review      |                                         |                |
|                      | Total 37869                                                   |                                    |                                         | \$1,440.00     |
|                      | 56089                                                         | 4/25/2025                          | 2025 - May - 3rd May 2025 Batch         |                |
|                      | 37873                                                         |                                    |                                         |                |
|                      |                                                               | Service - April 2025               |                                         |                |
|                      |                                                               | 001-000-257-558-70-41-05           | MDRT - Geotech                          | \$160.00       |
|                      |                                                               | Lawson Hills Phase 2G Review       |                                         |                |
|                      | Total 37873                                                   |                                    |                                         | \$160.00       |
|                      | 56089                                                         | 4/25/2025                          | 2025 - May - 3rd May 2025 Batch         |                |
|                      | 37879                                                         |                                    |                                         |                |
|                      |                                                               | Service - April 2025               |                                         |                |
|                      |                                                               | 001-000-257-558-70-41-05           | MDRT - Geotech                          | \$640.00       |
|                      |                                                               | Phase 3A & 3B Review               |                                         |                |
|                      | Total 37879                                                   |                                    |                                         | \$640.00       |
|                      | Total 56089                                                   |                                    |                                         | \$2,240.00     |
|                      | Total HWA GeoSciences Inc.                                    |                                    |                                         | \$2,240.00     |
| HydroCorp, LLC       |                                                               |                                    |                                         |                |
|                      | 56090                                                         | 4/30/2025                          | 2025 - May - 3rd May 2025 Batch         |                |
|                      | CI-06203                                                      |                                    |                                         |                |
|                      |                                                               | Service - April 2025               |                                         |                |
|                      |                                                               | 401-000-000-534-80-41-16           | WTR: Backflow Testing                   | \$2,805.00     |

| Vendor                              | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date                 | Fiscal Description<br>Name<br>Title       | Void<br>Amount |
|-------------------------------------|---------------------------------------------------------------|------------------------------|-------------------------------------------|----------------|
|                                     |                                                               | Backflow Testing             |                                           |                |
|                                     | Total CI-06203                                                |                              |                                           | \$2,805.00     |
|                                     | Total 56090                                                   |                              |                                           | \$2,805.00     |
| Total HydroCorp, LLC                |                                                               |                              |                                           | \$2,805.00     |
| J Opland Window Coverings LLC       |                                                               |                              |                                           |                |
|                                     | 56091                                                         | 5/5/2025                     | 2025 - May - 3rd May 2025 Batch           |                |
|                                     | 20690                                                         |                              |                                           |                |
|                                     | Service - 25510 Lawson St                                     |                              |                                           |                |
|                                     | 001-000-210-521-10-31-00                                      |                              | PD: Office & Operating Supplies           | \$184.04       |
|                                     |                                                               | Window Covering Installation |                                           |                |
|                                     | Total 20690                                                   |                              |                                           | \$184.04       |
|                                     | Total 56091                                                   |                              |                                           | \$184.04       |
| Total J Opland Window Coverings LLC |                                                               |                              |                                           | \$184.04       |
| Johnsons Home & Garden              |                                                               |                              |                                           |                |
|                                     | 56092                                                         | 5/5/2025                     | 2025 - May - 3rd May 2025 Batch           |                |
|                                     | 486776                                                        |                              |                                           |                |
|                                     | Supplies - PW                                                 |                              |                                           |                |
|                                     | 999-000-006-000-00-31-00                                      |                              | 6-Shared Office & Operating Supplies      | \$13.90        |
|                                     |                                                               | 4 Gallons Distilled Water    |                                           |                |
|                                     | Total 486776                                                  |                              |                                           | \$13.90        |
|                                     | 56092                                                         | 5/5/2025                     | 2025 - May - 3rd May 2025 Batch           |                |
|                                     | 486777                                                        |                              |                                           |                |
|                                     | Supplies - PRK                                                |                              |                                           |                |
|                                     | 001-000-270-575-70-48-00                                      |                              | Lake Sawyer: Weed, Dock, Buoy & Fee Maint | \$86.82        |
|                                     |                                                               | Hardware                     |                                           |                |
|                                     | Total 486777                                                  |                              |                                           | \$86.82        |
|                                     | 56092                                                         | 5/6/2025                     | 2025 - May - 3rd May 2025 Batch           |                |
|                                     | 486815                                                        |                              |                                           |                |
|                                     | Supplies - CH                                                 |                              |                                           |                |
|                                     | 310-000-002-594-18-62-03                                      |                              | CIP - Gen Govt - Campus Improvements      | \$109.78       |
|                                     |                                                               | Plants for City Hall         |                                           |                |
|                                     | Total 486815                                                  |                              |                                           | \$109.78       |

| Vendor                                                                    | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date              | Fiscal Description<br>Name<br>Title  | Void<br>Amount |
|---------------------------------------------------------------------------|---------------------------------------------------------------|---------------------------|--------------------------------------|----------------|
|                                                                           | 56092                                                         | 5/8/2025                  | 2025 - May - 3rd May 2025 Batch      |                |
|                                                                           | 486866                                                        |                           |                                      |                |
|                                                                           |                                                               | Supplies - WTR            |                                      |                |
|                                                                           |                                                               | 401-000-000-534-80-31-00  | WTR: Office & Operating Supplies     | \$154.99       |
|                                                                           |                                                               | Paint, Brushes, Tape      |                                      |                |
|                                                                           | Total 486866                                                  |                           |                                      | \$154.99       |
|                                                                           | 56092                                                         | 5/9/2025                  | 2025 - May - 3rd May 2025 Batch      |                |
|                                                                           | 486895                                                        |                           |                                      |                |
|                                                                           |                                                               | Supplies - PW             |                                      |                |
|                                                                           |                                                               | 999-000-006-000-00-31-00  | 6-Shared Office & Operating Supplies | \$11.88        |
|                                                                           |                                                               | Spray Paint, Hardware     |                                      |                |
|                                                                           | Total 486895                                                  |                           |                                      | \$11.88        |
|                                                                           | 56092                                                         | 5/10/2025                 | 2025 - May - 3rd May 2025 Batch      |                |
|                                                                           | 486918                                                        |                           |                                      |                |
|                                                                           |                                                               | Supplies - CEM            |                                      |                |
|                                                                           |                                                               | 001-000-280-536-20-31-00  | CEM: Office & Operating Supplies     | \$23.95        |
|                                                                           |                                                               | Safety Glasses            |                                      |                |
|                                                                           | Total 486918                                                  |                           |                                      | \$23.95        |
|                                                                           | Total 56092                                                   |                           |                                      | \$401.32       |
|                                                                           | Total Johnsons Home & Garden                                  |                           |                                      | \$401.32       |
| King County Finance                                                       |                                                               |                           |                                      |                |
|                                                                           | 56093                                                         | 4/30/2025                 | 2025 - May - 3rd May 2025 Batch      |                |
|                                                                           | 141353-141356                                                 |                           |                                      |                |
|                                                                           |                                                               | Service - April 2025      |                                      |                |
|                                                                           |                                                               | 101-000-000-542-64-48-01  | STRT: Traffic Signal Maintenance     | \$2,002.20     |
|                                                                           |                                                               | Traffic Light Maintenance |                                      |                |
|                                                                           | Total 141353-141356                                           |                           |                                      | \$2,002.20     |
|                                                                           | Total 56093                                                   |                           |                                      | \$2,002.20     |
|                                                                           | Total King County Finance                                     |                           |                                      | \$2,002.20     |
| King County Finance - Dpt Nat Resources &<br>Parks Water & Land Resources |                                                               |                           |                                      |                |
|                                                                           | 56094                                                         | 5/15/2025                 | 2025 - May - 3rd May 2025 Batch      |                |
|                                                                           | 141716                                                        |                           |                                      |                |
|                                                                           |                                                               | Service - Q1 & Q2 2025    |                                      |                |
|                                                                           |                                                               | 410-000-000-531-10-49-09  | STRM: WRIA 9                         | \$2,691.12     |

| Vendor                       | Transaction Number<br>Transaction Reference<br>Account Number                | Invoice Date | Fiscal Description<br>Name<br>Title                | Void<br>Amount |
|------------------------------|------------------------------------------------------------------------------|--------------|----------------------------------------------------|----------------|
|                              |                                                                              |              | Stormwater Interlocal Agreement Services           |                |
|                              | Total 141716                                                                 |              |                                                    | \$2,691.12     |
|                              | Total 56094                                                                  |              |                                                    | \$2,691.12     |
|                              | Total King County Finance - Dpt Nat Resources & Parks Water & Land Resources |              |                                                    | \$2,691.12     |
| King County Finance - I-Net  |                                                                              |              |                                                    |                |
|                              | 56095                                                                        | 4/30/2025    | 2025 - May - 3rd May 2025 Batch                    |                |
|                              | 11015836                                                                     |              |                                                    |                |
|                              | Service - April 2025                                                         |              |                                                    |                |
|                              | 001-000-145-518-80-42-03                                                     |              | IT: Comm - INET Costs - First Net                  | \$1,135.00     |
|                              |                                                                              |              | INET Services                                      |                |
|                              | Total 11015836                                                               |              |                                                    | \$1,135.00     |
|                              | Total 56095                                                                  |              |                                                    | \$1,135.00     |
|                              | Total King County Finance - I-Net                                            |              |                                                    | \$1,135.00     |
| Language Line Services, Inc. |                                                                              |              |                                                    |                |
|                              | 56096                                                                        | 4/30/2025    | 2025 - May - 3rd May 2025 Batch                    |                |
|                              | 11602800                                                                     |              |                                                    |                |
|                              | Service - April 2025                                                         |              |                                                    |                |
|                              | 001-000-210-521-10-41-09                                                     |              | PD: Interpreter                                    | \$94.36        |
|                              |                                                                              |              | Interpreter Service                                |                |
|                              | Total 11602800                                                               |              |                                                    | \$94.36        |
|                              | Total 56096                                                                  |              |                                                    | \$94.36        |
|                              | Total Language Line Services, Inc.                                           |              |                                                    | \$94.36        |
| Larry McDowell               |                                                                              |              |                                                    |                |
|                              | 56097                                                                        | 4/22/2025    | 2025 - May - 3rd May 2025 Batch                    |                |
|                              | L McDowell 04/22/25                                                          |              |                                                    |                |
|                              | Service - 05/15/25                                                           |              |                                                    |                |
|                              | 001-000-121-512-51-41-02                                                     |              | CRT: AOC-Therapeutic Grant 07/01/2024 - 06/30/2025 | \$1,000.00     |
|                              |                                                                              |              | Speaker for Community Court Retreat                |                |
|                              | Total L McDowell 04/22/25                                                    |              |                                                    | \$1,000.00     |
|                              | Total 56097                                                                  |              |                                                    | \$1,000.00     |
|                              | Total Larry McDowell                                                         |              |                                                    | \$1,000.00     |



| Vendor                           | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date                           | Fiscal Description<br>Name<br>Title | Void<br>Amount |
|----------------------------------|---------------------------------------------------------------|----------------------------------------|-------------------------------------|----------------|
| <b>Mackenzie Engineering Inc</b> |                                                               |                                        |                                     |                |
|                                  | 56098                                                         | 5/12/2025                              | 2025 - May - 3rd May 2025 Batch     |                |
|                                  | 1093373                                                       |                                        |                                     |                |
|                                  |                                                               | Service - April 2025                   |                                     |                |
|                                  |                                                               | 310-000-002-594-22-62-02               | Fire Station 99 Study, Design       | \$3,010.10     |
|                                  |                                                               | Owner's Rep - Fire Station Observation |                                     |                |
|                                  | Total 1093373                                                 |                                        |                                     | \$3,010.10     |
|                                  | Total 56098                                                   |                                        |                                     | \$3,010.10     |
|                                  | Total Mackenzie Engineering Inc                               |                                        |                                     | \$3,010.10     |
| <b>Madrona Law Group LLC</b>     |                                                               |                                        |                                     |                |
|                                  | 56099                                                         | 5/7/2025                               | 2025 - May - 3rd May 2025 Batch     |                |
|                                  | 13047                                                         |                                        |                                     |                |
|                                  |                                                               | Service - April 2025; CD               |                                     |                |
|                                  |                                                               | 001-000-150-515-41-41-40               | Legal Svs Development Permits       | \$3,010.00     |
|                                  |                                                               | CD - Permit Legal Review               |                                     |                |
|                                  | Total 13047                                                   |                                        |                                     | \$3,010.00     |
|                                  | 56099                                                         | 5/7/2025                               | 2025 - May - 3rd May 2025 Batch     |                |
|                                  | 13048                                                         |                                        |                                     |                |
|                                  |                                                               | Service - April 2025; Admin            |                                     |                |
|                                  |                                                               | 001-000-150-515-41-41-01               | Legal Services-General Govt         | \$14,064.00    |
|                                  |                                                               | General City Attorney Services         |                                     |                |
|                                  | Total 13048                                                   |                                        |                                     | \$14,064.00    |
|                                  | 56099                                                         | 5/7/2025                               | 2025 - May - 3rd May 2025 Batch     |                |
|                                  | 13049                                                         |                                        |                                     |                |
|                                  |                                                               | Service - April 2025; CODE ENF         |                                     |                |
|                                  |                                                               | 001-000-150-515-41-41-36               | Legal - Code Enforcement            | \$137.00       |
|                                  |                                                               | Gokey LUPA                             |                                     |                |
|                                  | Total 13049                                                   |                                        |                                     | \$137.00       |
|                                  | 56099                                                         | 5/7/2025                               | 2025 - May - 3rd May 2025 Batch     |                |
|                                  | 13051                                                         |                                        |                                     |                |
|                                  |                                                               | Service - April 2025; CLK              |                                     |                |
|                                  |                                                               | 001-000-150-515-41-41-17               | Legal - Public Disc/Oth             | \$579.00       |
|                                  |                                                               | PRR Advice                             |                                     |                |
|                                  | Total 13051                                                   |                                        |                                     | \$579.00       |

| Vendor                  | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date                                     | Fiscal Description<br>Name<br>Title | Void<br>Amount |
|-------------------------|---------------------------------------------------------------|--------------------------------------------------|-------------------------------------|----------------|
|                         | 56099                                                         | 5/7/2025                                         | 2025 - May - 3rd May 2025 Batch     |                |
|                         | 13052                                                         |                                                  |                                     |                |
|                         |                                                               | Service - April 2025; PW                         |                                     |                |
|                         |                                                               | 101-000-000-542-30-41-15                         | STRT: Legal Costs                   | \$837.00       |
|                         |                                                               | Permit Legal Review                              |                                     |                |
|                         | Total 13052                                                   |                                                  |                                     | \$837.00       |
|                         | Total 56099                                                   |                                                  |                                     | \$18,627.00    |
|                         | Total Madrona Law Group LLC                                   |                                                  |                                     | \$18,627.00    |
| NC The Cat Rental Store |                                                               |                                                  |                                     |                |
|                         | 56100                                                         | 4/14/2025                                        | 2025 - May - 3rd May 2025 Batch     |                |
|                         | T37595010                                                     |                                                  |                                     |                |
|                         |                                                               | Supplies - STRT                                  |                                     |                |
|                         |                                                               | 101-000-000-542-30-31-00                         | STRT: Office & Operating Supplies   | \$870.40       |
|                         |                                                               | 8'x5' Road Plate                                 |                                     |                |
|                         | Total T37595010                                               |                                                  |                                     | \$870.40       |
|                         | 56100                                                         | 4/15/2025                                        | 2025 - May - 3rd May 2025 Batch     |                |
|                         | T37595012                                                     |                                                  |                                     |                |
|                         |                                                               | Credit Memo - STRT                               |                                     |                |
|                         |                                                               | 101-000-000-542-30-31-00                         | STRT: Office & Operating Supplies   | (\$870.40)     |
|                         |                                                               | 8'x5' Road Plate (credit for invoice correction) |                                     |                |
|                         | Total T37595012                                               |                                                  |                                     | (\$870.40)     |
|                         | 56100                                                         | 4/15/2025                                        | 2025 - May - 3rd May 2025 Batch     |                |
|                         | T37611010                                                     |                                                  |                                     |                |
|                         |                                                               | Supplies - STRT (corrected invoice)              |                                     |                |
|                         |                                                               | 101-000-000-542-30-31-00                         | STRT: Office & Operating Supplies   | \$870.40       |
|                         |                                                               | 8'x5' Road Plate (invoice correction)            |                                     |                |
|                         | Total T37611010                                               |                                                  |                                     | \$870.40       |
|                         | Total 56100                                                   |                                                  |                                     | \$870.40       |
|                         | Total NC The Cat Rental Store                                 |                                                  |                                     | \$870.40       |
| NinjaOne LLC            |                                                               |                                                  |                                     |                |
|                         | V56034                                                        | 3/30/2025                                        | 2025 - May - May 2025 Void Batch    |                |
|                         | V INV88243460                                                 |                                                  |                                     |                |
|                         |                                                               | VOID - Supplies - IT                             |                                     |                |
|                         |                                                               | 001-000-145-518-80-41-01                         | IT: Software Services               | (\$5,789.03)   |

| Vendor                           | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date                                 | Fiscal Description<br>Name<br>Title | Void<br>Amount |
|----------------------------------|---------------------------------------------------------------|----------------------------------------------|-------------------------------------|----------------|
|                                  |                                                               | VOID - Invoice Paid with Credit Card Instead |                                     |                |
|                                  | Total V INV88243460                                           |                                              |                                     | (\$5,789.03)   |
|                                  | Total V56034                                                  |                                              |                                     | (\$5,789.03)   |
| Total NinjaOne LLC               |                                                               |                                              |                                     | (\$5,789.03)   |
| Northstar Chemical Inc.          |                                                               |                                              |                                     |                |
|                                  | 56101                                                         | 5/15/2025                                    | 2025 - May - 3rd May 2025 Batch     |                |
|                                  | 311011                                                        |                                              |                                     |                |
|                                  |                                                               | Service - May 2025                           |                                     |                |
|                                  |                                                               | 401-000-000-534-80-31-03                     | WTR: Caustic                        | \$4,125.86     |
|                                  |                                                               | Sodium Hydroxide Service                     |                                     |                |
|                                  | Total 311011                                                  |                                              |                                     | \$4,125.86     |
|                                  | Total 56101                                                   |                                              |                                     | \$4,125.86     |
| Total Northstar Chemical Inc.    |                                                               |                                              |                                     | \$4,125.86     |
| Office Products Nationwide       |                                                               |                                              |                                     |                |
|                                  | 56102                                                         | 5/19/2025                                    | 2025 - May - 3rd May 2025 Batch     |                |
|                                  | 1253948-0                                                     |                                              |                                     |                |
|                                  |                                                               | Supplies - PD                                |                                     |                |
|                                  |                                                               | 001-000-210-521-10-31-00                     | PD: Office & Operating Supplies     | \$116.13       |
|                                  |                                                               | Paper Towels, Kleenex                        |                                     |                |
|                                  | Total 1253948-0                                               |                                              |                                     | \$116.13       |
|                                  | Total 56102                                                   |                                              |                                     | \$116.13       |
| Total Office Products Nationwide |                                                               |                                              |                                     | \$116.13       |
| Palmer Coking Coal Company       |                                                               |                                              |                                     |                |
|                                  | 56103                                                         | 4/29/2025                                    | 2025 - May - 3rd May 2025 Batch     |                |
|                                  | 94628                                                         |                                              |                                     |                |
|                                  |                                                               | Supplies - PW                                |                                     |                |
|                                  |                                                               | 510-000-500-594-48-62-00                     | PW Bldg Related Impr.               | \$76.53        |
|                                  |                                                               | Crushed Gravel                               |                                     |                |
|                                  | Total 94628                                                   |                                              |                                     | \$76.53        |

| Vendor                           | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date                        | Fiscal Description<br>Name<br>Title  | Void<br>Amount |
|----------------------------------|---------------------------------------------------------------|-------------------------------------|--------------------------------------|----------------|
|                                  | 56103                                                         | 4/30/2025                           | 2025 - May - 3rd May 2025 Batch      |                |
|                                  | 94652                                                         |                                     |                                      |                |
|                                  |                                                               | Supplies - PW                       |                                      |                |
|                                  |                                                               | 510-000-500-594-48-62-00            | PW Bldg Related Impr.                | \$464.60       |
|                                  |                                                               | Crushed Gravel                      |                                      |                |
|                                  | Total 94652                                                   |                                     |                                      | \$464.60       |
|                                  | 56103                                                         | 5/1/2025                            | 2025 - May - 3rd May 2025 Batch      |                |
|                                  | 94673                                                         |                                     |                                      |                |
|                                  |                                                               | Supplies - PW                       |                                      |                |
|                                  |                                                               | 510-000-500-594-48-62-00            | PW Bldg Related Impr.                | \$666.44       |
|                                  |                                                               | Crushed Gravel                      |                                      |                |
|                                  | Total 94673                                                   |                                     |                                      | \$666.44       |
|                                  | Total 56103                                                   |                                     |                                      | \$1,207.57     |
| Total Palmer Coking Coal Company |                                                               |                                     |                                      | \$1,207.57     |
| Pape Machinery                   |                                                               |                                     |                                      |                |
|                                  | 56104                                                         | 5/13/2025                           | 2025 - May - 3rd May 2025 Batch      |                |
|                                  | 16097616                                                      |                                     |                                      |                |
|                                  |                                                               | Supplies - PRK                      |                                      |                |
|                                  |                                                               | 001-000-270-576-80-48-02            | PRK: Equipment Maintenance & Repairs | \$101.41       |
|                                  |                                                               | Mower Belt                          |                                      |                |
|                                  | Total 16097616                                                |                                     |                                      | \$101.41       |
|                                  | 56104                                                         | 5/15/2025                           | 2025 - May - 3rd May 2025 Batch      |                |
|                                  | 16105086                                                      |                                     |                                      |                |
|                                  |                                                               | Supplies - PRK                      |                                      |                |
|                                  |                                                               | 001-000-270-576-80-48-02            | PRK: Equipment Maintenance & Repairs | \$135.14       |
|                                  |                                                               | Hydraulic Oil                       |                                      |                |
|                                  | Total 16105086                                                |                                     |                                      | \$135.14       |
|                                  | Total 56104                                                   |                                     |                                      | \$236.55       |
| Total Pape Machinery             |                                                               |                                     |                                      | \$236.55       |
| Parametrix, Inc.                 |                                                               |                                     |                                      |                |
|                                  | 56105                                                         | 2/14/2025                           | 2025 - May - 3rd May 2025 Batch      |                |
|                                  | 64346                                                         |                                     |                                      |                |
|                                  |                                                               | Service - January 2025; PW          |                                      |                |
|                                  |                                                               | 320-000-050-595-50-62-00            | CIP - STRT - Covington Creek Bridge  | \$30,175.38    |
|                                  |                                                               | Covington Creek Culvert Replacement |                                      |                |
|                                  | Total 64346                                                   |                                     |                                      | \$30,175.38    |

| Vendor | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date                                                   | Fiscal Description<br>Name<br>Title   | Void<br>Amount     |
|--------|---------------------------------------------------------------|----------------------------------------------------------------|---------------------------------------|--------------------|
| 56105  | 64378                                                         | 2/17/2025                                                      | 2025 - May - 3rd May 2025 Batch       |                    |
|        |                                                               | <b>Service - January 2025; CD</b>                              |                                       |                    |
|        |                                                               | 310-000-017-594-76-61-01                                       | Ginder Creek Park Design              | \$7,220.00         |
|        |                                                               | Ginder Creek Trail Plan                                        |                                       |                    |
|        | <b>Total 64378</b>                                            |                                                                |                                       | <b>\$7,220.00</b>  |
| 56105  | 65374                                                         | 3/18/2025                                                      | 2025 - May - 3rd May 2025 Batch       |                    |
|        |                                                               | <b>Service - February 2025; CD</b>                             |                                       |                    |
|        |                                                               | 310-000-017-594-76-61-01                                       | Ginder Creek Park Design              | \$12,940.00        |
|        |                                                               | Ginder Creek Trail Plan                                        |                                       |                    |
|        | <b>Total 65374</b>                                            |                                                                |                                       | <b>\$12,940.00</b> |
| 56105  | 65526                                                         | 3/24/2025                                                      | 2025 - May - 3rd May 2025 Batch       |                    |
|        |                                                               | <b>Service - February 2025; PW</b>                             |                                       |                    |
|        |                                                               | 320-000-050-595-50-62-00                                       | CIP - STRT - Covington Creek Bridge   | \$5,421.25         |
|        |                                                               | Covington Creek Culvert Replacement                            |                                       |                    |
|        | <b>Total 65526</b>                                            |                                                                |                                       | <b>\$5,421.25</b>  |
| 56105  | 66511                                                         | 4/28/2025                                                      | 2025 - May - 3rd May 2025 Batch       |                    |
|        |                                                               | <b>Service - March 2025; MDRT</b>                              |                                       |                    |
|        |                                                               | 001-000-257-558-70-41-03                                       | MDRT - Traffic Engineering-Parametrix | \$655.00           |
|        |                                                               | MDRT 2018 Traffic Engineering Services; Mixed Use Illumination |                                       |                    |
|        | <b>Total 66511</b>                                            |                                                                |                                       | <b>\$655.00</b>    |
| 56105  | 66513                                                         | 4/28/2025                                                      | 2025 - May - 3rd May 2025 Batch       |                    |
|        |                                                               | <b>Service - March 2025; MDRT</b>                              |                                       |                    |
|        |                                                               | 001-000-257-558-70-41-03                                       | MDRT - Traffic Engineering-Parametrix | \$750.00           |
|        |                                                               | MDRT 2018 Traffic Engineering Services; SR 169 RBT             |                                       |                    |
|        | <b>Total 66513</b>                                            |                                                                |                                       | <b>\$750.00</b>    |
| 56105  | 66593                                                         | 4/29/2025                                                      | 2025 - May - 3rd May 2025 Batch       |                    |
|        |                                                               | <b>Service - March 2025; CD</b>                                |                                       |                    |
|        |                                                               | 310-000-017-594-76-61-01                                       | Ginder Creek Park Design              | \$21,181.70        |
|        |                                                               | Ginder Creek Trail Plan                                        |                                       |                    |
|        | <b>Total 66593</b>                                            |                                                                |                                       | <b>\$21,181.70</b> |

| Vendor                       | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date                      | Fiscal Description<br>Name<br>Title                            | Void<br>Amount |
|------------------------------|---------------------------------------------------------------|-----------------------------------|----------------------------------------------------------------|----------------|
|                              | 56105                                                         | 5/14/2025                         | 2025 - May - 3rd May 2025 Batch                                |                |
|                              | 67006                                                         |                                   |                                                                |                |
|                              |                                                               | Service - April 2025; PW          |                                                                |                |
|                              |                                                               | 320-000-054-595-30-41-00          | Roberts Drive Recon, CH to Ginder: Prof Svs                    | \$13,692.32    |
|                              |                                                               |                                   | Roberts Dr Reconstruction - Morgan St to Ginder Creek Crossing |                |
|                              | Total 67006                                                   |                                   |                                                                | \$13,692.32    |
|                              | 56105                                                         | 5/18/2025                         | 2025 - May - 3rd May 2025 Batch                                |                |
|                              | 67130                                                         |                                   |                                                                |                |
|                              |                                                               | Service - April 2025; PW          |                                                                |                |
|                              |                                                               | 310-000-038-594-58-62-00          | Comp PI Update-State DOE Grant                                 | \$5,241.25     |
|                              |                                                               |                                   | On-Call Contract for Comp Plan                                 |                |
|                              | Total 67130                                                   |                                   |                                                                | \$5,241.25     |
|                              | Total 56105                                                   |                                   |                                                                | \$97,276.90    |
| Total Parametrix, Inc.       |                                                               |                                   |                                                                | \$97,276.90    |
| PD - Transient Vendors       |                                                               |                                   |                                                                |                |
|                              | 56106                                                         | 3/7/2025                          | 2025 - May - 3rd May 2025 Batch                                |                |
|                              | Neighborhood Health 03/07/25                                  |                                   | Yakima Neighborhood Health Services                            |                |
|                              |                                                               | Service - 03/07/25, Acct 00124296 |                                                                |                |
|                              |                                                               | 001-000-211-523-60-49-02          | PD: Jail Medical Costs                                         | \$580.00       |
|                              |                                                               |                                   | Inmate Medical Costs                                           |                |
|                              | Total Neighborhood Health 03/07/25                            |                                   |                                                                | \$580.00       |
|                              | Total 56106                                                   |                                   |                                                                | \$580.00       |
| Total PD - Transient Vendors |                                                               |                                   |                                                                | \$580.00       |
| Perteet Inc.                 |                                                               |                                   |                                                                |                |
|                              | 56107                                                         | 5/13/2025                         | 2025 - May - 3rd May 2025 Batch                                |                |
|                              | 20170202.0015-7                                               |                                   |                                                                |                |
|                              |                                                               | Service - April 2025              |                                                                |                |
|                              |                                                               | 001-000-257-558-70-41-04          | MDRT - Environmental Consultant-Perteet                        | \$1,812.50     |
|                              |                                                               |                                   | SR 169 Corridor Wetland Review                                 |                |
|                              | Total 20170202.0015-7                                         |                                   |                                                                | \$1,812.50     |
|                              | 56107                                                         | 5/13/2025                         | 2025 - May - 3rd May 2025 Batch                                |                |
|                              | 20170202.0022-3                                               |                                   |                                                                |                |
|                              |                                                               | Service - April 2025              |                                                                |                |
|                              |                                                               | 001-000-257-558-70-41-04          | MDRT - Environmental Consultant-Perteet                        | \$2,056.25     |
|                              |                                                               |                                   | Miners Ridge Expansion Parcel, Sensitive                       |                |
|                              | Total 20170202.0022-3                                         |                                   |                                                                | \$2,056.25     |



| Vendor             | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date             | Fiscal Description<br>Name<br>Title         | Void<br>Amount                       |
|--------------------|---------------------------------------------------------------|--------------------------|---------------------------------------------|--------------------------------------|
|                    | 56107                                                         | 20170202.0023-2          | 5/13/2025                                   | 2025 - May - 3rd May 2025 Batch      |
|                    |                                                               | Service - April 2025     |                                             |                                      |
|                    |                                                               | 001-000-257-558-70-41-04 | MDRT - Environmental Consultant-Perteet     | \$2,446.25                           |
|                    |                                                               |                          | Lawson Hills Second Access, Sensitive Areas |                                      |
|                    |                                                               | Total 20170202.0023-2    |                                             | \$2,446.25                           |
|                    | Total 56107                                                   |                          |                                             | \$6,315.00                           |
|                    | Total Perteet Inc.                                            |                          |                                             | \$6,315.00                           |
| Puget Sound Energy |                                                               |                          |                                             |                                      |
|                    | 56059                                                         | PSE April 2025           | 5/5/2025                                    | 2025 - May - May 2025 Early Batch #2 |
|                    |                                                               | Service - April 2025     |                                             |                                      |
|                    |                                                               | 001-000-212-521-50-47-00 | PD: Electricity/Gas                         | \$1,076.23                           |
|                    |                                                               |                          | Electric/Gas Charges; PD                    |                                      |
|                    |                                                               | 001-000-240-558-51-47-00 | COM DEV: Electricity/Gas                    | \$0.00                               |
|                    |                                                               |                          | Electric/Gas Charges; COM DEV               |                                      |
|                    |                                                               | 001-000-240-558-60-47-00 | PLN: Electricity/Gas                        | \$0.00                               |
|                    |                                                               |                          | Electric/Gas Charges; PLN                   |                                      |
|                    |                                                               | 001-000-248-518-20-47-00 | MDRT - Electricity/Gas                      | \$614.49                             |
|                    |                                                               |                          | Electric/Gas Charges; MDRT                  |                                      |
|                    |                                                               | 001-000-254-518-20-47-00 | CH: Electricity/Gas                         | \$682.58                             |
|                    |                                                               |                          | Electric/Gas Charges; CH                    |                                      |
|                    |                                                               | 001-000-270-575-30-47-00 | PRK: Museum Electric/Gas                    | \$556.78                             |
|                    |                                                               |                          | Electric/Gas Charges; Museum                |                                      |
|                    |                                                               | 001-000-270-575-51-47-00 | GYM: Electricity/Gas                        | \$479.38                             |
|                    |                                                               |                          | Electric/Gas Charges; GYM                   |                                      |
|                    |                                                               | 001-000-270-576-80-47-00 | PRK: Electricity/Gas                        | \$39.72                              |
|                    |                                                               |                          | Electric/Gas Charges; PRK                   |                                      |
|                    |                                                               | 001-000-280-536-20-47-00 | CEM: Electricity/Gas                        | \$7.54                               |
|                    |                                                               |                          | Electric/Gas Charges; CEM                   |                                      |
|                    |                                                               | 101-000-000-542-63-47-01 | STRT: Street Lighting                       | \$2,474.40                           |
|                    |                                                               |                          | Electric/Gas Charges; Street Lights         |                                      |
|                    |                                                               | 101-000-000-543-50-47-00 | STRT: Electricity/Gas                       | \$236.51                             |
|                    |                                                               |                          | Electric/Gas Charges; STRT                  |                                      |
|                    |                                                               | 401-000-000-534-80-47-00 | WTR: Electricity/Gas                        | \$4,369.18                           |
|                    |                                                               |                          | Electric/Gas Charges; WTR                   |                                      |
|                    |                                                               | 407-000-000-535-80-47-00 | SWR: Electricity/Gas                        | \$437.87                             |
|                    |                                                               |                          | Electric/Gas Charges; SWR                   |                                      |
|                    |                                                               | 410-000-000-531-10-47-00 | STRM: Electricity/Gas                       | \$244.05                             |

| Vendor                              | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date                      | Fiscal Description<br>Name<br>Title    | Void<br>Amount     |
|-------------------------------------|---------------------------------------------------------------|-----------------------------------|----------------------------------------|--------------------|
|                                     |                                                               | Electric/Gas Charges; STRM        |                                        |                    |
|                                     | <b>Total PSE April 2025</b>                                   |                                   |                                        | <b>\$11,218.73</b> |
|                                     | <b>Total 56059</b>                                            |                                   |                                        | <b>\$11,218.73</b> |
| <b>Total Puget Sound Energy</b>     |                                                               |                                   |                                        | <b>\$11,218.73</b> |
| <b>Raedeke Associates Inc</b>       |                                                               |                                   |                                        |                    |
|                                     | <b>56108</b>                                                  | <b>5/7/2025</b>                   | <b>2025 - May - 3rd May 2025 Batch</b> |                    |
|                                     | <b>61916</b>                                                  |                                   |                                        |                    |
|                                     |                                                               | <b>Service - April 2025</b>       |                                        |                    |
|                                     |                                                               | 001-000-240-558-60-41-01          | PLN: Prof Serv - Long Range Planning   | \$47.50            |
|                                     |                                                               | Oakpoine Reasonable Use           |                                        |                    |
|                                     | <b>Total 61916</b>                                            |                                   |                                        | <b>\$47.50</b>     |
|                                     | <b>56108</b>                                                  | <b>5/7/2025</b>                   | <b>2025 - May - 3rd May 2025 Batch</b> |                    |
|                                     | <b>61917</b>                                                  |                                   |                                        |                    |
|                                     |                                                               | <b>Service - April 2025</b>       |                                        |                    |
|                                     |                                                               | 001-000-240-558-60-41-01          | PLN: Prof Serv - Long Range Planning   | \$95.00            |
|                                     |                                                               | Rock Creek Reserves               |                                        |                    |
|                                     | <b>Total 61917</b>                                            |                                   |                                        | <b>\$95.00</b>     |
|                                     | <b>56108</b>                                                  | <b>5/7/2025</b>                   | <b>2025 - May - 3rd May 2025 Batch</b> |                    |
|                                     | <b>61918</b>                                                  |                                   |                                        |                    |
|                                     |                                                               | <b>Service - April 2025</b>       |                                        |                    |
|                                     |                                                               | 001-000-240-558-50-41-00          | Code Enf: Professional Services        | \$1,995.50         |
|                                     |                                                               | Lake Sawyer Island Code Violation |                                        |                    |
|                                     | <b>Total 61918</b>                                            |                                   |                                        | <b>\$1,995.50</b>  |
|                                     | <b>Total 56108</b>                                            |                                   |                                        | <b>\$2,138.00</b>  |
| <b>Total Raedeke Associates Inc</b> |                                                               |                                   |                                        | <b>\$2,138.00</b>  |

| Vendor                                         | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date | Fiscal Description<br>Name<br>Title             | Void<br>Amount  |
|------------------------------------------------|---------------------------------------------------------------|--------------|-------------------------------------------------|-----------------|
| <b>Regional Animal Services of King County</b> |                                                               |              |                                                 |                 |
| 56109                                          | RASKC 04/2025                                                 | 5/6/2025     | 2025 - May - 3rd May 2025 Batch                 |                 |
|                                                | Service - April 2025                                          |              |                                                 |                 |
|                                                | 633-000-600-589-30-00-00                                      |              | Pet License Fees for King County                | \$15.00         |
|                                                |                                                               |              | Pet Licensing Fees                              |                 |
|                                                | Total RASKC 04/2025                                           |              |                                                 | <b>\$15.00</b>  |
|                                                | Total 56109                                                   |              |                                                 | <b>\$15.00</b>  |
|                                                | Total Regional Animal Services of King County                 |              |                                                 | <b>\$15.00</b>  |
| <b>Republic Services #176</b>                  |                                                               |              |                                                 |                 |
| 56110                                          | 0176-007669307                                                | 4/30/2025    | 2025 - May - 3rd May 2025 Batch                 |                 |
|                                                | Service - April 2025; 24301 Roberts Dr                        |              |                                                 |                 |
|                                                | 001-000-240-558-51-47-02                                      |              | COM DEV: Waste Disposal                         | \$114.10        |
|                                                |                                                               |              | Waste Service - 24301 Roberts Dr; CD            |                 |
|                                                | 001-000-240-558-60-47-02                                      |              | PLN: Waste Disposal                             | \$28.53         |
|                                                |                                                               |              | Waste Service - 24301 Roberts Dr; PLN           |                 |
|                                                | 001-000-248-518-20-47-02                                      |              | MDRT - Waste Disposal Costs                     | \$187.20        |
|                                                |                                                               |              | Waste Service - 24301 Roberts Dr; MDRT          |                 |
|                                                | 001-000-254-518-20-47-02                                      |              | CH: Waste Disposal                              | \$196.12        |
|                                                |                                                               |              | Waste Service - 24301 Roberts Dr; CS            |                 |
|                                                | 101-000-000-543-50-47-02                                      |              | STRT: Waste Disposal                            | \$46.80         |
|                                                |                                                               |              | Waste Service - 24301 Roberts Dr; STRT          |                 |
|                                                | 401-000-000-534-80-47-02                                      |              | WTR: Waste Disposal                             | \$46.79         |
|                                                |                                                               |              | Waste Service - 24301 Roberts Dr; WTR (rounded) |                 |
|                                                | 407-000-000-535-80-47-02                                      |              | SWR: Waste Disposal                             | \$46.80         |
|                                                |                                                               |              | Waste Service - 24301 Roberts Dr; SWR           |                 |
|                                                | 410-000-000-531-10-47-02                                      |              | STRM: Waste Disposal                            | \$46.80         |
|                                                |                                                               |              | Waste Service - 24301 Roberts Dr; STRM          |                 |
|                                                | Total 0176-007669307                                          |              |                                                 | <b>\$713.14</b> |
| 56110                                          | 0176-007669644                                                | 4/30/2025    | 2025 - May - 3rd May 2025 Batch                 |                 |
|                                                | Service - April 2025; 32820 3rd Ave                           |              |                                                 |                 |
|                                                | 001-000-270-576-80-47-02                                      |              | PRK: Waste Disposal                             | \$380.20        |
|                                                |                                                               |              | Waste Service - 32820 3rd Ave; PRK              |                 |
|                                                | 001-000-280-536-20-47-02                                      |              | CEM: Waste Disposal                             | \$30.42         |
|                                                |                                                               |              | Waste Service - 32820 3rd Ave; CEM              |                 |
|                                                | 101-000-000-543-50-47-02                                      |              | STRT: Waste Disposal                            | \$243.32        |
|                                                |                                                               |              | Waste Service - 32820 3rd Ave; STRT             |                 |

| Vendor                              | Transaction Number<br>Transaction Reference | Invoice Date                                 | Fiscal Description<br>Name<br>Title    | Void<br>Amount     |
|-------------------------------------|---------------------------------------------|----------------------------------------------|----------------------------------------|--------------------|
|                                     |                                             | 401-000-000-534-80-47-02                     | WTR: Waste Disposal                    | \$288.94           |
|                                     |                                             | Waste Service - 32820 3rd Ave; WTR (rounded) |                                        |                    |
|                                     |                                             | 407-000-000-535-80-47-02                     | SWR: Waste Disposal                    | \$288.95           |
|                                     |                                             | Waste Service - 32820 3rd Ave; SWR           |                                        |                    |
|                                     |                                             | 410-000-000-531-10-47-02                     | STRM: Waste Disposal                   | \$288.95           |
|                                     |                                             | Waste Service - 32820 3rd Ave; STRM          |                                        |                    |
|                                     | <b>Total 0176-007669644</b>                 |                                              |                                        | <b>\$1,520.78</b>  |
| <b>56110</b>                        |                                             | <b>4/30/2025</b>                             | <b>2025 - May - 3rd May 2025 Batch</b> |                    |
|                                     | <b>0176-007669766</b>                       |                                              |                                        |                    |
|                                     |                                             | <b>Service - April 2025; 25510 Lawson St</b> |                                        |                    |
|                                     |                                             | 001-000-212-521-50-47-02                     | PD: Waste Disposal                     | \$647.34           |
|                                     |                                             | Waste Service - 25510 Lawson St              |                                        |                    |
|                                     | <b>Total 0176-007669766</b>                 |                                              |                                        | <b>\$647.34</b>    |
| <b>Total 56110</b>                  |                                             |                                              |                                        | <b>\$2,881.26</b>  |
| <b>Total Republic Services #176</b> |                                             |                                              |                                        | <b>\$2,881.26</b>  |
| <b>RH2 Engineering Inc.</b>         |                                             |                                              |                                        |                    |
| <b>56111</b>                        |                                             | <b>5/5/2025</b>                              | <b>2025 - May - 3rd May 2025 Batch</b> |                    |
|                                     | <b>101143</b>                               |                                              |                                        |                    |
|                                     |                                             | <b>Service - April 2025; PW</b>              |                                        |                    |
|                                     |                                             | 402-000-003-594-34-63-13                     | WSFFA-Springs Source Rehab             | \$8,034.87         |
|                                     |                                             | BD Springs Rehabilitation                    |                                        |                    |
|                                     | <b>Total 101143</b>                         |                                              |                                        | <b>\$8,034.87</b>  |
| <b>56111</b>                        |                                             | <b>5/5/2025</b>                              | <b>2025 - May - 3rd May 2025 Batch</b> |                    |
|                                     | <b>101144</b>                               |                                              |                                        |                    |
|                                     |                                             | <b>Service - April 2025; PW</b>              |                                        |                    |
|                                     |                                             | 404-000-011-534-80-41-00                     | WTR - Comp Plan                        | \$1,818.14         |
|                                     |                                             | Water System Plan Update Assistance          |                                        |                    |
|                                     | <b>Total 101144</b>                         |                                              |                                        | <b>\$1,818.14</b>  |
| <b>56111</b>                        |                                             | <b>5/9/2025</b>                              | <b>2025 - May - 3rd May 2025 Batch</b> |                    |
|                                     | <b>101234</b>                               |                                              |                                        |                    |
|                                     |                                             | <b>Service - April 2025; PW</b>              |                                        |                    |
|                                     |                                             | 404-000-016-594-34-63-00                     | Water Loop 169- Const                  | \$12,303.50        |
|                                     |                                             | 2024 Water Main Improvements                 |                                        |                    |
|                                     | <b>Total 101234</b>                         |                                              |                                        | <b>\$12,303.50</b> |

| Vendor | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date                          | Fiscal Description<br>Name<br>Title    | Void<br>Amount |
|--------|---------------------------------------------------------------|---------------------------------------|----------------------------------------|----------------|
|        | 56111                                                         | 5/13/2025                             | 2025 - May - 3rd May 2025 Batch        |                |
|        | 101272                                                        |                                       |                                        |                |
|        |                                                               | Service - April 2025; PW              |                                        |                |
|        |                                                               | 101-000-000-542-30-41-13              | STRT: Prof Service - Eng. Civil Review | \$2,057.40     |
|        |                                                               | On-Call Service Agreement; STRT       |                                        |                |
|        |                                                               | 401-000-000-534-80-41-13              | WTR: Prof Service- Eng. Civil Review   | \$2,057.39     |
|        |                                                               | On-Call Service Agreement; WTR        |                                        |                |
|        |                                                               | 407-000-000-535-80-41-13              | SWR: Prof Service - Eng. Civil Review  | \$2,057.40     |
|        |                                                               | On-Call Service Agreement; SWR        |                                        |                |
|        |                                                               | 410-000-000-531-10-41-13              | STRM: Prof Service - Eng. Civil Review | \$2,057.40     |
|        |                                                               | On-Call Service Agreement; STRM       |                                        |                |
|        | Total 101272                                                  |                                       |                                        | \$8,229.59     |
|        | 56111                                                         | 5/13/2025                             | 2025 - May - 3rd May 2025 Batch        |                |
|        | 101274                                                        |                                       |                                        |                |
|        |                                                               | Service - April 2025; PW              |                                        |                |
|        |                                                               | 320-000-051-594-42-41-00              | Update Construction Standard           | \$8,006.02     |
|        |                                                               | Design Standards and Standard Details |                                        |                |
|        | Total 101274                                                  |                                       |                                        | \$8,006.02     |
|        | Total 56111                                                   |                                       |                                        | \$38,392.12    |
|        | Total RH2 Engineering Inc.                                    |                                       |                                        | \$38,392.12    |
|        | Scheibmeir, Kelly & Nelson , P.S.                             |                                       |                                        |                |
|        | 56112                                                         | 4/30/2025                             | 2025 - May - 3rd May 2025 Batch        |                |
|        | 03493                                                         |                                       |                                        |                |
|        |                                                               | Service - March & April 2025          |                                        |                |
|        |                                                               | 101-000-000-542-30-41-00              | STRT: Professional Services            | \$1,025.00     |
|        |                                                               | Appeal - India Food Mart              |                                        |                |
|        | Total 03493                                                   |                                       |                                        | \$1,025.00     |
|        | Total 56112                                                   |                                       |                                        | \$1,025.00     |
|        | Total Scheibmeir, Kelly & Nelson , P.S.                       |                                       |                                        | \$1,025.00     |
|        | Seattle Times                                                 |                                       |                                        |                |
|        | 56113                                                         | 4/30/2025                             | 2025 - May - 3rd May 2025 Batch        |                |
|        | 70895                                                         |                                       |                                        |                |
|        |                                                               | Service - April 2025                  |                                        |                |
|        |                                                               | 001-000-180-518-50-41-75              | CEN SVCS: Advertising                  | \$445.50       |
|        |                                                               | Order 96035                           |                                        |                |
|        |                                                               | 001-000-240-558-60-41-75              | PLN: Advertising - Long range planning | \$129.25       |

| Vendor                                  | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date                             | Fiscal Description<br>Name<br>Title | Void<br>Amount    |
|-----------------------------------------|---------------------------------------------------------------|------------------------------------------|-------------------------------------|-------------------|
|                                         |                                                               | Order 94854                              |                                     |                   |
|                                         | <b>Total 70895</b>                                            |                                          |                                     | <b>\$574.75</b>   |
|                                         | <b>Total 56113</b>                                            |                                          |                                     | <b>\$574.75</b>   |
| <b>Total Seattle Times</b>              |                                                               |                                          |                                     | <b>\$574.75</b>   |
| <b>Secure Pacific Corporation</b>       |                                                               |                                          |                                     |                   |
| <b>56130</b>                            | <b>6/1/2025</b>                                               | <b>2025 - June - 1st June 2025 Batch</b> |                                     |                   |
|                                         | <b>Secure Pacific SEP-02VBLA04 06/01/25</b>                   |                                          |                                     |                   |
|                                         | <b>Service - June 2025</b>                                    |                                          |                                     |                   |
|                                         | 001-000-137-514-21-49-04                                      | CLK: Security                            |                                     | \$51.34           |
|                                         | Security Services; CLK                                        |                                          |                                     |                   |
|                                         | 001-000-140-514-23-49-04                                      | FIN: Security                            |                                     | \$231.03          |
|                                         | Security Services; FIN                                        |                                          |                                     |                   |
|                                         | 001-000-212-521-50-49-04                                      | PD: Security                             |                                     | \$303.56          |
|                                         | Security Services; PD                                         |                                          |                                     |                   |
|                                         | 001-000-240-558-51-49-04                                      | COM DEV: Security                        |                                     | \$164.29          |
|                                         | Security Services; COM DEV                                    |                                          |                                     |                   |
|                                         | 001-000-240-558-60-49-04                                      | PLN: Security                            |                                     | \$41.07           |
|                                         | Security Services; PLN                                        |                                          |                                     |                   |
|                                         | 001-000-246-558-70-49-04                                      | MDRT: Security                           |                                     | \$269.54          |
|                                         | Security Services; MDRT                                       |                                          |                                     |                   |
|                                         | 001-000-270-575-51-49-04                                      | GYM: Security                            |                                     | \$236.10          |
|                                         | Security Services; GYM                                        |                                          |                                     |                   |
|                                         | 101-000-000-543-50-49-04                                      | STRT: Security                           |                                     | \$87.48           |
|                                         | Security Services; STRT                                       |                                          |                                     |                   |
|                                         | 401-000-000-534-80-49-04                                      | WTR: Security                            |                                     | \$262.63          |
|                                         | Security Services; WTR (rounded)                              |                                          |                                     |                   |
|                                         | 407-000-000-535-80-49-04                                      | SWR: Security                            |                                     | \$87.48           |
|                                         | Security Services; SWR                                        |                                          |                                     |                   |
|                                         | 410-000-000-531-10-49-04                                      | STRM: Security                           |                                     | \$87.48           |
|                                         | Security Services; STRM                                       |                                          |                                     |                   |
|                                         | <b>Total Secure Pacific SEP-02VBLA04 06/01/25</b>             |                                          |                                     | <b>\$1,822.00</b> |
|                                         | <b>Total 56130</b>                                            |                                          |                                     | <b>\$1,822.00</b> |
| <b>Total Secure Pacific Corporation</b> |                                                               |                                          |                                     | <b>\$1,822.00</b> |

| Vendor                         | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date                                                     | Fiscal Description<br>Name<br>Title                | Void<br>Amount  |
|--------------------------------|---------------------------------------------------------------|------------------------------------------------------------------|----------------------------------------------------|-----------------|
| <b>Signs By Tomorrow</b>       |                                                               |                                                                  |                                                    |                 |
|                                | 56114                                                         | 5/20/2025                                                        | 2025 - May - 3rd May 2025 Batch                    |                 |
|                                | INV-44034                                                     |                                                                  |                                                    |                 |
|                                |                                                               | <b>Supplies - PRK</b>                                            |                                                    |                 |
|                                |                                                               | 001-000-270-576-80-31-05                                         | PRK: Signage                                       | \$240.02        |
|                                |                                                               | Watercraft Sign                                                  |                                                    |                 |
|                                | <b>Total INV-44034</b>                                        |                                                                  |                                                    | <b>\$240.02</b> |
|                                | 56114                                                         | 5/20/2025                                                        | 2025 - May - 3rd May 2025 Batch                    |                 |
|                                | INV-44145                                                     |                                                                  |                                                    |                 |
|                                |                                                               | <b>Supplies - CRT</b>                                            |                                                    |                 |
|                                |                                                               | 001-000-120-512-51-31-00                                         | CRT: Office & Operating Supplies                   | \$38.47         |
|                                |                                                               | Restricted Area Sign                                             |                                                    |                 |
|                                | <b>Total INV-44145</b>                                        |                                                                  |                                                    | <b>\$38.47</b>  |
|                                | <b>Total 56114</b>                                            |                                                                  |                                                    | <b>\$278.49</b> |
| <b>Total Signs By Tomorrow</b> |                                                               |                                                                  |                                                    | <b>\$278.49</b> |
| <b>Somer Johnson</b>           |                                                               |                                                                  |                                                    |                 |
|                                | 56115                                                         | 5/13/2025                                                        | 2025 - May - 3rd May 2025 Batch                    |                 |
|                                | S Johnson 05/13/25                                            |                                                                  |                                                    |                 |
|                                |                                                               | <b>Reimbursement - Court Supplies</b>                            |                                                    |                 |
|                                |                                                               | 001-000-121-512-51-41-02                                         | CRT: AOC-Therapeutic Grant 07/01/2024 - 06/30/2025 | \$540.85        |
|                                |                                                               | Reimbursement - Supplies for Community Court Coordinator Retreat |                                                    |                 |
|                                | <b>Total S Johnson 05/13/25</b>                               |                                                                  |                                                    | <b>\$540.85</b> |
|                                | <b>Total 56115</b>                                            |                                                                  |                                                    | <b>\$540.85</b> |
| <b>Total Somer Johnson</b>     |                                                               |                                                                  |                                                    | <b>\$540.85</b> |
| <b>Sorci Family LLC</b>        |                                                               |                                                                  |                                                    |                 |
|                                | 56131                                                         | 6/1/2025                                                         | 2025 - June - 1st June 2025 Batch                  |                 |
|                                | Sorci 06/2025                                                 |                                                                  |                                                    |                 |
|                                |                                                               | <b>Rent - June 2025</b>                                          |                                                    |                 |
|                                |                                                               | 001-000-240-591-58-70-00                                         | COM DEV: Bld & Property Lease                      | \$1,381.81      |
|                                |                                                               | Rent - Modular Building Land; COM DEV                            |                                                    |                 |
|                                |                                                               | 001-000-240-591-58-70-01                                         | PLN: Bld & Property Lease                          | \$345.45        |
|                                |                                                               | Rent - Modular Building Land; PLN                                |                                                    |                 |
|                                |                                                               | 001-000-248-591-58-70-00                                         | MDRT: Bld & Property Lease                         | \$4,369.19      |
|                                |                                                               | Rent - City Hall; MDRT                                           |                                                    |                 |
|                                |                                                               | 001-000-254-591-18-70-00                                         | CH: Bld & Property Lease                           | \$3,745.02      |
|                                |                                                               | Rent - City Hall; ADMIN                                          |                                                    |                 |
|                                |                                                               | 001-000-254-591-18-70-01                                         | MOD: Bld & Property Lease                          | \$431.82        |
|                                |                                                               | Rent - Modular Building Land; ADMIN                              |                                                    |                 |



| Vendor                           | Transaction Number<br>Transaction Reference | Invoice Date                | Fiscal Description<br>Name      | Void<br>Amount     |
|----------------------------------|---------------------------------------------|-----------------------------|---------------------------------|--------------------|
|                                  |                                             | Account Number              | Title                           |                    |
|                                  |                                             | 101-000-000-591-95-70-00    | STRT: Bld & Property Lease      | \$1,092.30         |
|                                  |                                             | Rent - City Hall; STRTS     |                                 |                    |
|                                  |                                             | 401-000-000-591-34-70-00    | WTR: Bld & Property Lease       | \$1,092.30         |
|                                  |                                             | Rent - City Hall; WTR       |                                 |                    |
|                                  |                                             | 407-000-000-591-35-70-00    | SWR: Bld & Property Lease       | \$1,092.30         |
|                                  |                                             | Rent - City Hall; SWR       |                                 |                    |
|                                  |                                             | 410-000-000-591-31-70-00    | STRM: Bld & Property Lease      | \$1,092.27         |
|                                  |                                             | Rent - City Hall; STRM      |                                 |                    |
|                                  | <b>Total Sorci 06/2025</b>                  |                             |                                 | <b>\$14,642.46</b> |
|                                  | <b>Total 56131</b>                          |                             |                                 | <b>\$14,642.46</b> |
|                                  | <b>Total Sorci Family LLC</b>               |                             |                                 | <b>\$14,642.46</b> |
| <b>South Correctional Entity</b> |                                             |                             |                                 |                    |
|                                  | 56116                                       | 5/9/2025                    | 2025 - May - 3rd May 2025 Batch |                    |
|                                  | 8587                                        |                             |                                 |                    |
|                                  |                                             | <b>Service - April 2025</b> |                                 |                    |
|                                  |                                             | 001-000-211-523-60-49-00    | PD: Jail Costs                  | \$2,211.70         |
|                                  |                                             | Jailing Costs               |                                 |                    |
|                                  | <b>Total 8587</b>                           |                             |                                 | <b>\$2,211.70</b>  |
|                                  | <b>Total 56116</b>                          |                             |                                 | <b>\$2,211.70</b>  |
|                                  | <b>Total South Correctional Entity</b>      |                             |                                 | <b>\$2,211.70</b>  |
| <b>State Auditor's Office</b>    |                                             |                             |                                 |                    |
|                                  | 56117                                       | 5/9/2025                    | 2025 - May - 3rd May 2025 Batch |                    |
|                                  | L168170                                     |                             |                                 |                    |
|                                  |                                             | <b>Service - April 2025</b> |                                 |                    |
|                                  |                                             | 001-000-140-514-23-41-01    | FIN: State Auditor Services     | \$486.85           |
|                                  |                                             | Accountability Audit        |                                 |                    |
|                                  | <b>Total L168170</b>                        |                             |                                 | <b>\$486.85</b>    |
|                                  | <b>Total 56117</b>                          |                             |                                 | <b>\$486.85</b>    |
|                                  | <b>Total State Auditor's Office</b>         |                             |                                 | <b>\$486.85</b>    |
| <b>Summit Law Group, PLLC</b>    |                                             |                             |                                 |                    |
|                                  | 56118                                       | 5/21/2025                   | 2025 - May - 3rd May 2025 Batch |                    |
|                                  | 163463                                      |                             |                                 |                    |
|                                  |                                             | <b>Service - April 2025</b> |                                 |                    |
|                                  |                                             | 001-000-150-515-41-41-02    | Legal - Employment              | \$492.00           |

| Vendor                  | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date  | Fiscal Description<br>Name<br>Title    | Void<br>Amount |
|-------------------------|---------------------------------------------------------------|---------------|----------------------------------------|----------------|
|                         |                                                               | General Labor |                                        |                |
|                         | Total 163463                                                  |               |                                        | \$492.00       |
|                         | Total 56118                                                   |               |                                        | \$492.00       |
|                         | Total Summit Law Group, PLLC                                  |               |                                        | \$492.00       |
| Tacoma Public Utilities |                                                               |               |                                        |                |
|                         | 56060                                                         | 4/30/2025     | 2025 - May - May 2025 Early Batch #2   |                |
|                         | TPU April 2025                                                |               |                                        |                |
|                         | Service - April 2025                                          |               |                                        |                |
|                         | 401-000-000-534-80-41-05                                      |               | WTR: Tacoma PUD Wholesale Base Charge  | \$15,868.37    |
|                         | Base Fee                                                      |               |                                        |                |
|                         | 401-000-000-534-80-47-05                                      |               | WTR: Tacoma PUD I- Water Purchase      | \$436.04       |
|                         | Consumption                                                   |               |                                        |                |
|                         | Total TPU April 2025                                          |               |                                        | \$16,304.41    |
|                         | 56060                                                         | 3/31/2025     | 2025 - May - May 2025 Early Batch #2   |                |
|                         | TPU March 2025                                                |               |                                        |                |
|                         | Service - March 2025                                          |               |                                        |                |
|                         | 401-000-000-534-80-41-05                                      |               | WTR: Tacoma PUD Wholesale Base Charge  | \$15,085.92    |
|                         | Base Fee                                                      |               |                                        |                |
|                         | Total TPU March 2025                                          |               |                                        | \$15,085.92    |
|                         | Total 56060                                                   |               |                                        | \$31,390.33    |
|                         | Total Tacoma Public Utilities                                 |               |                                        | \$31,390.33    |
| Thomson Reuters - West  |                                                               |               |                                        |                |
|                         | 56119                                                         | 5/1/2025      | 2025 - May - 3rd May 2025 Batch        |                |
|                         | 851881729                                                     |               |                                        |                |
|                         | Service - April 2025                                          |               |                                        |                |
|                         | 001-000-210-521-10-41-07                                      |               | PD: Prof Serv/Leads Online - Pawn Shop | \$237.18       |
|                         | Software Subscription                                         |               |                                        |                |
|                         | Total 851881729                                               |               |                                        | \$237.18       |
|                         | Total 56119                                                   |               |                                        | \$237.18       |
|                         | Total Thomson Reuters - West                                  |               |                                        | \$237.18       |

| Vendor                                       | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date                | Fiscal Description<br>Name<br>Title | Void<br>Amount    |
|----------------------------------------------|---------------------------------------------------------------|-----------------------------|-------------------------------------|-------------------|
| <b>TMG Services, Inc.</b>                    |                                                               |                             |                                     |                   |
|                                              | 56120                                                         | 5/8/2025                    | 2025 - May - 3rd May 2025 Batch     |                   |
|                                              | 0053341-IN                                                    |                             |                                     |                   |
|                                              |                                                               | Service - WTR               |                                     |                   |
|                                              |                                                               | 401-000-000-534-80-48-03    | WTR: System Repair & Maint-Ext/Int  | \$1,246.30        |
|                                              |                                                               | Water System Repair Service |                                     |                   |
|                                              | Total 0053341-IN                                              |                             |                                     | <b>\$1,246.30</b> |
|                                              | Total 56120                                                   |                             |                                     | <b>\$1,246.30</b> |
|                                              | Total TMG Services, Inc.                                      |                             |                                     | <b>\$1,246.30</b> |
| <b>United Business Machines of WA Inc</b>    |                                                               |                             |                                     |                   |
|                                              | 56121                                                         | 5/5/2025                    | 2025 - May - 3rd May 2025 Batch     |                   |
|                                              | INV537468                                                     |                             |                                     |                   |
|                                              |                                                               | Service - April 2025        |                                     |                   |
|                                              |                                                               | 001-000-120-512-51-49-03    | CRT: Printing & Binding             | \$85.55           |
|                                              |                                                               | Monthly Per Copy Charge     |                                     |                   |
|                                              | Total INV537468                                               |                             |                                     | <b>\$85.55</b>    |
|                                              | Total 56121                                                   |                             |                                     | <b>\$85.55</b>    |
|                                              | Total United Business Machines of WA Inc                      |                             |                                     | <b>\$85.55</b>    |
| <b>Utilities Underground Location Center</b> |                                                               |                             |                                     |                   |
|                                              | 56122                                                         | 4/30/2025                   | 2025 - May - 3rd May 2025 Batch     |                   |
|                                              | 5040128                                                       |                             |                                     |                   |
|                                              |                                                               | Service - April 2025        |                                     |                   |
|                                              |                                                               | 401-000-000-534-80-41-08    | WTR: Locating Service               | \$97.20           |
|                                              |                                                               | Utility Locating Service    |                                     |                   |
|                                              | Total 5040128                                                 |                             |                                     | <b>\$97.20</b>    |
|                                              | Total 56122                                                   |                             |                                     | <b>\$97.20</b>    |
|                                              | Total Utilities Underground Location Center                   |                             |                                     | <b>\$97.20</b>    |
| <b>Valley Communications Center</b>          |                                                               |                             |                                     |                   |
|                                              | 56123                                                         | 5/10/2025                   | 2025 - May - 3rd May 2025 Batch     |                   |
|                                              | 0028606                                                       |                             |                                     |                   |
|                                              |                                                               | Service - April 2025        |                                     |                   |
|                                              |                                                               | 001-000-214-521-20-41-00    | PD: Valley Comm - Dispatch Service  | \$8,626.38        |
|                                              |                                                               | 164.5 Calls                 |                                     |                   |
|                                              | Total 0028606                                                 |                             |                                     | <b>\$8,626.38</b> |
|                                              | Total 56123                                                   |                             |                                     | <b>\$8,626.38</b> |
|                                              | Total Valley Communications Center                            |                             |                                     | <b>\$8,626.38</b> |

| Vendor                                 | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date | Fiscal Description<br>Name<br>Title                | Void<br>Amount |
|----------------------------------------|---------------------------------------------------------------|--------------|----------------------------------------------------|----------------|
| <b>Valley Defenders</b>                |                                                               |              |                                                    |                |
|                                        | 56124                                                         | 3/7/2025     | 2025 - May - 3rd May 2025 Batch                    |                |
|                                        | Valley Defenders 03/07/25                                     |              |                                                    |                |
|                                        | Reimbursement - Therapeutic Court Regional Retreat            |              |                                                    |                |
|                                        | 001-000-121-512-51-41-02                                      |              | CRT: AOC-Therapeutic Grant 07/01/2024 - 06/30/2025 | \$611.17       |
|                                        |                                                               |              | Reimbursement for Meals/Miles/Lodging              |                |
|                                        | Total Valley Defenders 03/07/25                               |              |                                                    | \$611.17       |
|                                        | Total 56124                                                   |              |                                                    | \$611.17       |
|                                        | Total Valley Defenders                                        |              |                                                    | \$611.17       |
| <b>VenTek International</b>            |                                                               |              |                                                    |                |
|                                        | 56125                                                         | 5/1/2025     | 2025 - May - 3rd May 2025 Batch                    |                |
|                                        | 148977                                                        |              |                                                    |                |
|                                        | Service - May 2025                                            |              |                                                    |                |
|                                        | 001-000-270-575-70-41-00                                      |              | Lake Sawyer: Ven Tek/Venvue Pay Station            | \$90.00        |
|                                        |                                                               |              | Lake Sawyer Pay Station                            |                |
|                                        | Total 148977                                                  |              |                                                    | \$90.00        |
|                                        | Total 56125                                                   |              |                                                    | \$90.00        |
|                                        | Total VenTek International                                    |              |                                                    | \$90.00        |
| <b>Vision Municipal Solutions, LLC</b> |                                                               |              |                                                    |                |
|                                        | 56126                                                         | 4/30/2025    | 2025 - May - 3rd May 2025 Batch                    |                |
|                                        | 09-15881                                                      |              |                                                    |                |
|                                        | Service - March 2025                                          |              |                                                    |                |
|                                        | 001-000-120-512-51-49-03                                      |              | CRT: Printing & Binding                            | \$26.84        |
|                                        |                                                               |              | Quarterly Newsletter Insert; CRT                   |                |
|                                        | 001-000-180-518-50-49-03                                      |              | CEN SVCS: Printing & Binding                       | \$26.84        |
|                                        |                                                               |              | Quarterly Newsletter Insert; CEN SVS               |                |
|                                        | 001-000-210-521-10-49-03                                      |              | PD: Printing & Binding                             | \$26.84        |
|                                        |                                                               |              | Quarterly Newsletter Insert; PD                    |                |
|                                        | 001-000-240-558-51-49-03                                      |              | COM DEV: Printing & Binding                        | \$26.84        |
|                                        |                                                               |              | Quarterly Newsletter Insert; COM DEV               |                |
|                                        | 001-000-240-558-60-49-03                                      |              | PLN: Printing & Binding                            | \$26.84        |
|                                        |                                                               |              | Quarterly Newsletter Insert; PLN                   |                |
|                                        | 001-000-246-558-70-49-05                                      |              | MDRT: Printing                                     | \$26.84        |
|                                        |                                                               |              | Quarterly Newsletter Insert; MDRT                  |                |
|                                        | 401-000-000-534-80-49-03                                      |              | WTR: Printing & Binding                            | \$418.42       |
|                                        |                                                               |              | Utility Bill Printing Service; WTR (rounded)       |                |
|                                        | 401-000-000-534-80-49-03                                      |              | WTR: Printing & Binding                            | \$26.84        |
|                                        |                                                               |              | Quarterly Newsletter Insert; WTR                   |                |

| Vendor                                        | Transaction Number<br>Transaction Reference | Invoice Date                        | Fiscal Description<br>Name                | Void<br>Amount    |
|-----------------------------------------------|---------------------------------------------|-------------------------------------|-------------------------------------------|-------------------|
|                                               |                                             | Account Number                      | Title                                     |                   |
|                                               |                                             | 407-000-000-535-80-49-03            | SWR: Printing & Binding                   | \$26.84           |
|                                               |                                             | Quarterly Newsletter Insert; SWR    |                                           |                   |
|                                               |                                             | 407-000-000-535-80-49-03            | SWR: Printing & Binding                   | \$418.43          |
|                                               |                                             | Utility Bill Printing Service; SWR  |                                           |                   |
|                                               |                                             | 410-000-000-531-10-49-03            | STRM: Printing & Binding                  | \$29.28           |
|                                               |                                             | Quarterly Newsletter Insert; STRM   |                                           |                   |
|                                               |                                             | 410-000-000-531-10-49-03            | STRM: Printing & Binding                  | \$72.77           |
|                                               |                                             | Utility Bill Printing Service; STRM |                                           |                   |
|                                               | <b>Total 09-15881</b>                       |                                     |                                           | <b>\$1,153.62</b> |
| <b>56126</b>                                  | <b>09-15981</b>                             | <b>5/13/2025</b>                    | <b>2025 - May - 3rd May 2025 Batch</b>    |                   |
|                                               |                                             | <b>Service - April 2025</b>         |                                           |                   |
|                                               |                                             | 401-000-000-534-80-49-03            | WTR: Printing & Binding                   | \$416.88          |
|                                               |                                             | Utility Bill Printing Service; WTR  |                                           |                   |
|                                               |                                             | 407-000-000-535-80-49-03            | SWR: Printing & Binding                   | \$416.88          |
|                                               |                                             | Utility Bill Printing Service; SWR  |                                           |                   |
|                                               |                                             | 410-000-000-531-10-49-03            | STRM: Printing & Binding                  | \$72.50           |
|                                               |                                             | Utility Bill Printing Service; STRM |                                           |                   |
|                                               | <b>Total 09-15981</b>                       |                                     |                                           | <b>\$906.26</b>   |
| <b>Total 56126</b>                            |                                             |                                     |                                           | <b>\$2,059.88</b> |
| <b>Total Vision Municipal Solutions, LLC</b>  |                                             |                                     |                                           | <b>\$2,059.88</b> |
| <b>W. Anneke Berry</b>                        |                                             |                                     |                                           |                   |
| <b>56127</b>                                  | <b>A Berry 05/08/25</b>                     | <b>5/8/2025</b>                     | <b>2025 - May - 3rd May 2025 Batch</b>    |                   |
|                                               |                                             | <b>Service - 05/07/25</b>           |                                           |                   |
|                                               |                                             | 001-000-120-512-51-41-02            | CRT: Protem Judge                         | \$210.00          |
|                                               |                                             | Protem Judge                        |                                           |                   |
|                                               | <b>Total A Berry 05/08/25</b>               |                                     |                                           | <b>\$210.00</b>   |
| <b>Total 56127</b>                            |                                             |                                     |                                           | <b>\$210.00</b>   |
| <b>Total W. Anneke Berry</b>                  |                                             |                                     |                                           | <b>\$210.00</b>   |
| <b>Washington State Department of Ecology</b> |                                             |                                     |                                           |                   |
| <b>56128</b>                                  | <b>25-RS-WAR045505-1</b>                    | <b>5/15/2025</b>                    | <b>2025 - May - 3rd May 2025 Batch</b>    |                   |
|                                               |                                             | <b>Service - 2025 (annual)</b>      |                                           |                   |
|                                               |                                             | 410-000-000-531-10-41-04            | STRM: Dept of Ecology - Stormwater Permit | \$3,810.00        |

| Vendor                                              | Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date              | Fiscal Description<br>Name<br>Title              | Void<br>Amount      |
|-----------------------------------------------------|---------------------------------------------------------------|---------------------------|--------------------------------------------------|---------------------|
|                                                     |                                                               |                           | Stormwater Action Monitoring Annual Contribution |                     |
|                                                     | <b>Total 25-RS-WAR045505-1</b>                                |                           |                                                  | <b>\$3,810.00</b>   |
|                                                     | <b>Total 56128</b>                                            |                           |                                                  | <b>\$3,810.00</b>   |
| <b>Total Washington State Department of Ecology</b> |                                                               |                           |                                                  | <b>\$3,810.00</b>   |
| <b>Water Management Laboratories, Inc.</b>          |                                                               |                           |                                                  |                     |
|                                                     | 56129                                                         | 4/26/2025                 | 2025 - May - 3rd May 2025 Batch                  |                     |
|                                                     | 228604                                                        |                           |                                                  |                     |
|                                                     |                                                               | <b>Service - 04/08/25</b> |                                                  |                     |
|                                                     |                                                               | 401-000-000-534-80-41-02  | WTR: Testing and Sampling                        | \$60.00             |
|                                                     |                                                               | Water Testing Service     |                                                  |                     |
|                                                     | <b>Total 228604</b>                                           |                           |                                                  | <b>\$60.00</b>      |
|                                                     | 56129                                                         | 5/5/2025                  | 2025 - May - 3rd May 2025 Batch                  |                     |
|                                                     | 228796                                                        |                           |                                                  |                     |
|                                                     |                                                               | <b>Service - 04/29/25</b> |                                                  |                     |
|                                                     |                                                               | 401-000-000-534-80-41-02  | WTR: Testing and Sampling                        | \$30.00             |
|                                                     |                                                               | Water Testing Service     |                                                  |                     |
|                                                     | <b>Total 228796</b>                                           |                           |                                                  | <b>\$30.00</b>      |
|                                                     | 56129                                                         | 5/6/2025                  | 2025 - May - 3rd May 2025 Batch                  |                     |
|                                                     | 228874                                                        |                           |                                                  |                     |
|                                                     |                                                               | <b>Service - 04/22/25</b> |                                                  |                     |
|                                                     |                                                               | 401-000-000-534-80-41-02  | WTR: Testing and Sampling                        | \$30.00             |
|                                                     |                                                               | Water Testing Service     |                                                  |                     |
|                                                     | <b>Total 228874</b>                                           |                           |                                                  | <b>\$30.00</b>      |
|                                                     | <b>Total 56129</b>                                            |                           |                                                  | <b>\$120.00</b>     |
| <b>Total Water Management Laboratories, Inc.</b>    |                                                               |                           |                                                  | <b>\$120.00</b>     |
|                                                     | <b>Vendor Count</b>                                           | <b>74</b>                 | <b>Grand Total</b>                               | <b>\$425,160.00</b> |

**BLACK DIAMOND CITY COUNCIL MINUTES**  
**Council Meeting of May 15, 2025**  
**Hybrid Meeting Via Zoom and In-Person**  
**Council Chamber, 25510 Lawson Street, Black Diamond, Washington**

**CALL TO ORDER, FLAG SALUTE:**

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

**ROLL CALL:**

**PRESENT:** Councilmembers Deady, Peterson, Nielsen, Young, Jones, Page

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

**ABSENT:** Councilmember Mulvihill (excused)

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

**READING OF GUIDING PRINCIPLES**

**PUBLIC COMMENTS:**

Sherrie Evans, Black Diamond spoke to Council.

Elaine Parks of DAR presented Chief Kiblinger with a Women in History Achievement Award.

Tim O'Brian, spoke to Council.

Nanette Stocks, Black Diamond spoke to Council.

**COMMITTEE REPORTS:**

Councilmember Peterson reported on the Parks Committee that it is in the beginning stages, she explained the purpose of the committee and its composition, and the direction they would like to go

**DEPARTMENT REPORTS:**

**1) Finance** – Finance Director Mason presented to Council the 4<sup>th</sup> Quarter Finance Report for 2024.



**Community Development** -Director Williamson shared that the tree preservation code is being revised by the Planning/Community Services Committee and will be coming forward to Council soon.

**Fire** – Chief Judkins talked about the fire that happened in Ten Trails today caused by a charging car battery. She also shared that her report was sent out electronically today to everyone.

## **APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:**

### **CONSENT AGENDA:**

Councilmember Neilsen asked that item #5 on the agenda regarding Public Records Act Policy and Rules be removed from the consent agenda and added to new business.

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

- 2) **Claim Checks** – May 15, 2025, Check No. 55993 through Check No. 56058 (void 56012-56015) and EFTs in the amount of \$1,300,891.08
- 3) **Payroll** – April 2025, Check No. 20509 through Check No. 20516 in the amount of \$607,995.66
- 4) **Minutes** – Special Meeting of May 1, 2025, and Council Meeting of May 1, 2025

### **PUBLIC HEARINGS:**

- 6) **AB25-042** – Public Hearing Regarding 2025 Updated Water System Plan

Public Works Director Hanis reported on this item.

Mayor Benson opened the public hearing at 7:42 p.m.

Kristen Bryant, Bellevue talked about the history of the water system plan and the need for it to be updated. She noted that the city approved more money for the consultant but continued to get extensions. She asked the Council to consider conducting a follow-up on how much the water system plan costed overall, from the original estimate, the continued changes, and does it match the city's zoning map. She stated that the comprehensive plan, the land use plan and the water system plan should really be in sync as this is an opportunity to learn.

Mayor Benson closed the public hearing at 7:47 p.m.

## **UNFINISHED BUSINESS:**

### **Fire Services – discussion only**

Councilmember Neilsen asked if there is any possibility of getting an early estimate from Puget Sound Regional Fire Authority.

Councilmember Jones made a motion and then withdrew it.

Councilmembers had an extensive discussion regarding the timeline and what information they need from FCS to move forward with a decision. There was consensus for the Council to send Director Mason questions and expectations for the presentation by next week and that July 10<sup>th</sup> is the date for a decision.

## **NEW BUSINESS:**

### **5) AB25-041 – Resolution Adopting Revised Public Records Act Rules**

City Clerk/HR Manager Martinez reported on this item.

Councilmember Young **moved** to adopt Resolution No. 25.1675, relating to compliance with the Public Act, specifically, adopting updated Public Records Act Rules and Fees; **second** Councilmember Jones **passed** with all voting in favor (6-0).

## **MAYOR'S REPORT:**

Mayor Benson reported attending all the DARE graduations, and meeting with the Flood Control District.

## **COUNCIL REPORTS:**

Councilmember Jones congratulated Chief Kiblinger on her recognition she received earlier in the meeting and thanked her for her service and thanked Chief Judkins for her story on lithium-ion toy batteries. He mentioned the city owning the In-City Forest which is 50 acres, and this is preserving land for many generations into the future. He discussed the comments from the earlier speaker on the Hyde Mine and noted that comments need to be sent to King County through the month of May. Lastly, he talked about Lake Sawyer Community Club is looking for volunteers for the 4<sup>th</sup> of July event.

Councilmember Page shared that she has been either attending or listening to the Planning Commission meetings and she appreciates the comments and thoughtfulness of the three new members. She stressed that it's a good time to get copies of it to start working through it. She thanked the community and mentioned that the Friends of the Black Diamond Library held their plant sale, raising over \$1,200. She shared what programs benefit from this money. She thanked our agencies for doing a Water Safety Day and thanked the fire commissioners for attending the work session. She also shared that the Black Diamond Labor Days button contest is wide open until May 23<sup>rd</sup>. She noted that

there are two proclamations to be made, one for Pride Day and Flag Raising and the other for Juneteenth.

Councilmember Deady attended the DARE graduations and congratulated Officer Hershaw for the first-year teaching in most of the elementary schools in the Enumclaw School District. She congratulated Chief Kiblinger on her award and noted the CERT program graduation tonight. She encouraged others to enroll to find out what fire and officers do.

Councilmember Nielsen thanked her fellow Councilmembers for a meaningful fire discussion tonight and feels we are getting closer to a decision. She thanked Chief Kiblinger on her accomplishment, and shared that she is looking forward to attending the Tri-City meeting on Monday and is excited to work with our new City Administrator.

Councilmember Peterson noted being sad that Nate is not running again. She spoke to the comments made about the comp plan regarding growth projections and explained that the contracts existed before the goals were set by King County. She noted having a different perspective of growth due to her day job as a water district manager.

Councilmember Young thanked Councilmember Peterson and agreed with her report on development. He thanked the Commissioners for attending the March 8th work session. He joined volunteers last Saturday at the annual cemetery cleanup and thanked everyone that participated. He welcomed the new city administrator and looks forward to working with him and thanked all residents who stepped forward to file their candidacy as councilmembers and mayor. Lastly, he addressed the financial report that was presented tonight.

**ATTORNEY REPORT:** None

**PUBLIC COMMENTS:**

Brock Deady, Black Diamond spoke to Council.  
Kristen Bryant, Bellevue spoke to Council.

**EXECUTIVE SESSION:**

At 8:57 p.m. Mayor Benson announced that the Council would be going into an executive session pursuant to RCW 42.30.110(1)(i) to discuss with legal counsel potential litigation. The executive session was expected to last 10 minutes with possible action to follow. Council excused the Chamber to go to the patrol room and the session started at 8:58 p.m.

At 9:28 p.m. a ten-minute extension to the executive session was announced.

At 9:38 p.m. another ten-minute extension to the executive session was announced.

Mayor Benson called the meeting back to order at 9:48 p.m.

**Council Action:** Councilmember Peterson **moved** to take the Comp Pan back from the Planning Commission due to the fact that we would like to get it finished and are up against a time constraint; **second** Councilmember Young.

Councilmember Jones shared that they are grateful that these diligent commissioners have been answering questions and spending a lot of time reviewing things, however we are up against a deadline.

**Vote:** Motion **passed** with all voting in favor (6-0).

**ADJOURNMENT:**

Councilmember Young **moved** to adjourn the meeting; **second** Councilmember Deady. Motion **passed** with all voting in favor (6-0). The meeting ended at 9:50 p.m.

ATTEST:

---

Carol Benson, Mayor

---

Brenda L. Martinez, City Clerk

# CITY COUNCIL AGENDA BILL

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

| ITEM INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  |                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-----------------|
| <b>SUBJECT:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Agenda Date: June 5, 2025</b> | <b>AB25-044</b> |
| <b>Award a construction contract to Zeke's Roofing for the Black Diamond Fire Station at Baker St. Roof Replacement as part of the Fire Station Renovation Grant</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Mayor Carol Benson               |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | City Administrator Kevin O'Neill |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | City Attorney David Linehan      |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | City Clerk – Brenda L. Martinez  |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Com Dev – Andy Williamson        |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Finance – Xavier Mason           |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | MDRT/Ec Dev – Andy Williamson    | <b>X</b>        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Police – Chief Kiblinger         |                 |
| Cost Impact (see also Fiscal Note): N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Public Works – Scott Hanis       |                 |
| Fund Source: Washington State Department of Commerce                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Court – Judge Swain/Tawnya Parks |                 |
| Timeline: May to June 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  |                 |
| <b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                  |                 |
| <b>Attachments: Resolution; Small Works Contract; Zeke's Roofing Bid; Bid Tabulation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  |                 |
| <b>SUMMARY STATEMENT:</b><br><br><p>The City Building Roof at 25313 Baker Street (Future First Responder Museum) is in need of being replaced. The city has been awarded a grant from Washington State Department of Commerce in the amount of \$304,580.00 for the restoration of the Fire Station.</p> <p>City staff utilized the City's Small Works Roster to solicit bids from roofing contractors on April 1, 2025. A total of 3 bids were received on April 15, 2025. Zeke's Roofing provided the lowest responsive bid at \$29,579.46. The three bids ranged from \$29,579.46 to \$52,868.40.</p> <p><b>FISCAL NOTE (Finance Department):</b><br/>The renovation is funded by the Washington State Department of Commerce Grant through Local Community Projects. Staff is also requesting a contingency fund of \$5,420.54 for all work on this project for a total of \$35,000.00. This expense was budgeted within the 2025 budget. No budgetary changes need to be made.</p> |                                  |                 |
| <b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                  |                 |
| <b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 25-1676 authorizing the Mayor to execute a \$29,579.46 contract with Zeke's Roofing for the Roof Replacement for the Fire Station Renovation.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                  |                 |
| RECORD OF COUNCIL ACTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  |                 |
| Meeting Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Action                           | Vote            |
| June 5, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                  |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                 |

**RESOLUTION NO. 25-1676**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AWARDING THE LOW BID ON FIRE STATION  
RESTORATION GRANT ROOF REPLACEMENT PROJECT  
TO ZEKE'S ROOFING**

**WHEREAS**, the City of Black Diamond has received a grant from the Washington State Department of Commerce to remodel the Fire Station on Baker Street to be used as First Responder Museum; and

**WHEREAS**, the Fire Station roof is in need of replacement; and

**WHEREAS**, the City has funds available to replace the roof; and

**WHEREAS**, the City received 3 bids on September April 15, 2025; and

**WHEREAS**, Zeke's Roofing was the lowest responsive bidder and has met all conditions of providing a responsible bid;

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

**Section 1.** The Mayor is hereby authorized to award the bid for the construction of the Fire Station on Baker Street Roof Replacement Project to Zeke's Roofing in the amount of \$29,579.46 and authorize the Mayor to execute a contract for the same.

**Section 2.** Authorize a \$5,420.46 contingency fund to cover change orders and changes in quantities for the Fire Station Roof Replacement project.

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

CITY OF BLACK DIAMOND:

---

Carol Benson, Mayor

Attest:

---

Brenda L. Martinez, City Clerk

## CITY OF BLACK DIAMOND

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

### PUBLIC WORKS CONTRACT SMALL WORKS

1. **Contract and Parties.** This Public Works Contract-Small Works ("Contract") is between the CITY OF BLACK DIAMOND, King County, Washington ("City"), a Washington municipal corporation and Zeke's Roofing LLC ("Contractor"), a corporation organized under the laws of the State of Washington, whose address is PO BOX 521, Black Diamond WA, 98010. The City and Contractor are each a "Party" and together the "Parties" to the Contract. The Parties agree as follows.
2. **Project.** The Parties enter into this Contract for purposes of Contractor providing the City with equipment, materials and performing work for the City ("the Project"), generally described as:  
  
2025 Black Diamond Fire Station Renovation, Roof Replacement, including those additives, if any, specified in the bid award.
3. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party's heirs, successors, and assigns, immediately upon execution of this contract by both parties.
4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via facsimile or email. It is the responsibility of Contractor to notify the City in writing if any of the contact information appearing below should change. Any notices required shall be in writing and delivered to the following addresses. If notice by email, a hard copy shall be delivered or mailed the same date as email.

CITY:

CITY OF BLACK DIAMOND  
PO Box 599 – 24301 Roberts Drive  
Black Diamond, Washington 98010  
Contact: Scott Hanis  
Phone: (360) 851-4521  
Fax: (360) 851-4501

CONTRACTOR:

Zeke's Roofing LLC  
PO BOX 521  
Black Diamond WA, 98010  
Tax ID # 604-649-038  
Contact: Ezequiel Montano  
Phone: (253) 545-1177  
Fax: (\_\_\_\_\_)\_\_\_\_\_

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



15, 2025. Upon timely receipt of the bond, insurance certificate, business license and statement of intent to pay prevailing wage rates, the City will thereafter have ten (10) days to issue a notice to proceed. June 30, 2025 shall be the deadline for completion of all work in accordance with the terms and conditions of the Contract. The deadline for completion of work may be extended, if the notice to proceed is delayed. The contract will stay in full force and effect until all obligations of the contract are satisfied.

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

*A. In general.*

- (1) Responsible for all labor and work. Contractor shall be solely responsible for furnishing all labor and performance of all work necessary to complete the Project as required.
- (2) Responsible for furnishing all materials and equipment. Contractor shall furnish all materials and equipment necessary to complete the Project, except for any materials expressly agreed in writing to be provided by the City.
- (3) Documents incorporated by reference. All terms and specifications contained in any Request for Bids that was issued by the City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with by Contractor, unless one or more of such terms and specifications are expressly amended or waived in writing by the City. The contract documents that the contractor shall comply with are:
  - (1) this contract
  - (2) the City's Construction Standards;
- (4) Laws and regulations to be followed. Contractor, its employees, agents, and subcontractors, shall at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.
- (5) Work Hours. Contractor shall work normal city work hours, Monday to Friday 7:00am to 8:00pm, Saturday 8:00 am to 6:00 pm and Sunday 9:00 am to 6:00pm, per the City Municipal code Chapter 8.12.040 Sub-section C.
- (6) Conditions of Work. By submitting a proposal in response to the City's solicitation for quotations, Contractor represents and warrants to the City that Contractor has fully informed itself of all conditions relating to the work involved for completing the Project. In prosecuting the work, Contractor shall employ such methods or means as will not interfere with or interrupt the work of the City or its agents, employees or contractors.
- (7) Contractor's Responsibility. Contractor will prosecute the work in accordance with instructions, descriptions and/or plans and specifications provided by the City. Contractor shall carry on the work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or materials before its final completion and acceptance, repair or replace forthwith the work and/or materials so injured, damaged or destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at site and become responsible therefore as though such materials and/or equipment were being furnished by Contractor. Contractor shall procure all

permits (unless permits are secured by the City) and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor shall be responsible for preparing working drawings and shall submit them to the City for approval prior to commencement of work. For purposes of this Contract, working drawings shall mean, shop drawings, shop plans, erection plans, false-work plans, framework plans, cofferdam, cribbing and shoring plans, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, which Contractor will rely on for purposes of conducting the work for the Project.

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

B. *Work Performance.*

- (1) Prevailing wages. Contractor shall pay prevailing wages, as that term is defined under the laws of the State of Washington, for all work performed on this Project by Contractor and by Contractor's employees, agents and subcontractors. Contractor is fully responsible for prevailing wage compliance.  
*For reference only, and without relieving any Contractor responsibility, the City notes the State of Washington prevailing wage rates for public works projects located in King County may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this Project, the applicable effective date for prevailing wages for this Project is April 15, 2025. A copy of prevailing wage rates is also available for viewing at the office of the City (or via e-mail if City offices are closed), located at 24301 Roberts Drive, Black Diamond, WA 98010. Upon request, the City will mail a hard copy of the applicable prevailing wages for this Project if City offices are open, otherwise they will be provided via e-mail.*
- (2) Notice to City. Minimum 24-hours prior notice shall be given to the City's Department of Public Works prior to commencement of work under this Contract.
- (3) Approved Plans & Specifications to be followed. All work is to be performed to the City's satisfaction and in compliance with the Contract Documents listed in section

6.A(3) above, unless such requirements or specifications are expressly amended in writing by the City.

- (4) Schedule of Work to be followed. The project shall be completed by June 30, 2025. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.
- (5) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.
- (6) Project Administration/Notice to Proceed. The MDRT Director, or his or her designee, shall administer this Contract and shall have all authority provided for the City under this Contract including all project approvals, including change orders. Contractor shall not commence work until Notice to Proceed has been given by the City. All work performed under this Contract will be monitored and inspected by the Public Works Director or his or her designee, and accepted by same.

*C. Non-Discrimination.*

- (1) Contractor, Contractor's officers and employees, and its subcontractors and agents, shall not discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age, disability, or other condition prohibited by federal, state, or local law or ordinance, except where the condition constitutes a bona fide occupational qualification under law.
- (2) Any violation of this Section shall be a material breach of this Contract and grounds for immediate cancellation, termination, or suspension of the Contract by the City, in whole or in part, and may result in Contractor being ineligible to perform further work for the City.

**7. Compensation.** Compensation shall not exceed \$29,579.46 unless approved by the City.

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

Rule 171 (WAC 458-20-171) and its related rules apply to this project. Contractor shall include sales tax in the unit prices bid.

**8. Payment**

- A. Contractor shall request approval and acceptance of each category of work from the City. Contractor may not bill for the completed work until the City has accepted the completed work.

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

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

Initial: \_\_\_\_\_ (Contractor)

In lieu of a performance and payment bond, the Contractor may request, in writing, that the City retain an additional 10% of the contract amount, on top of required retainage in item 10 below, until 30 days after the date of final acceptance, or until the receipt of all necessary releases from the Department of Revenue, Department of Employment Security, and Department of Labor and Industries, whichever is later and as determined by Revised Code of Washington (RCW) 39.08.010(3).

- A. If the project qualifies under RCW 39.08.010(3) and Contractor chooses to withhold extra retainage, the Contractor will still be required to provide a Maintenance Bond for a period of two years upon notification of physical completion from the Contracting Agency. The project will not be accepted until a Maintenance Bond is provided by the contractor.

**10. Retainage.** Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by Contractor will be retained from progress payments. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved form) that has been certified by the industrial statistician of the Department of Labor and Industries. Also the retainage will not be released until the City has received certification that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.

11. **Changes.** After execution of the Contract, changes in the Project may be accomplished by change order. The City, without invalidating the Contract, may order changes in the Project within the general scope of the Contract consisting of additions, deletions or other revisions, the contract sum and Contract completion date being adjusted accordingly. Change orders shall be in writing signed by the Parties.
12. **Termination of Contract.** This contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to Contractor. Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.
13. **Responsibility Criteria and Verification by Contractor.** Pursuant to Chapter 39.04 RCW, the following requirements are part of this Contract:
- A. *Responsibility Criteria.*
- (1) Eligibility to be awarded contract. Contractor hereby certifies that Contractor meets the following responsibility criteria:
- a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
  - b. Contractor has a current state unified business identifier number;
  - c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
  - d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- B. *Requirement to verify subcontractors.* Contractor verifies the responsibility criteria contained above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors and that each subcontractor verify the responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an

elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every subcontract of every tier.

**14. Insurance.**

- A. All employees, subcontractors, agents to be covered. Contractor shall procure and maintain for the duration of the Contract, and shall provide proof satisfactory to the City, insurance that covers Contractor and each of Contractor's employees, subcontractors or agents (who are not otherwise covered by Contractor's insurance) against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its employees, subcontractors or agents.
- B. Lack of insurance grounds for termination of contract. Failure of Contractor to maintain insurance as required herein shall be grounds for immediate termination of this Contract by the City.
- C. Title 51 Industrial Insurance Waived. The Parties have specifically negotiated as a term of this Contract that Contractor has agreed to expressly waive immunity under Title 51 RCW, Industrial Insurance Law.
- D. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below and maintain such insurance for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees as follows
  - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. The policy shall provide contractual liability coverage.
  - 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
  - 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  - 4. Builders Risk [when applicable] insurance covering interests of the City, Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire, flood,

earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

E. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

3. Builders Risk insurance shall be written in the amount of the completed value of the Project with no coinsurance provisions.

4. Employer's liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – policy limit \$1,000,000.

E. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, Employer's Liability and Builders Risk insurance:

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

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

3. Contractor, at the City's request, shall provide to the City a complete copy of requested policy(ies) and not just certificates.

4. The City will not waive its right to subrogation against the Contractor. The Contractor's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Contractor's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

- F. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of all amendatory endorsements, naming the City as additional named insured, including but not necessarily limited to the additional insured endorsements evidencing the Automobile Liability and Commercial General Liability insurance of Contractor before commencement of the work. Before any exposure to loss may occur, Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.
- G. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtains at a minimum the same insurance coverage and limits as stated herein for Contractor (with the exception of Builders Risk insurance). Upon request of the City, Contractor shall provide evidence of such insurance.
- H. Contractor's Other Losses. Whether insured or not, Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, vehicles, equipment or other personal property; and Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by Contractor, or Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

**15. Claims for damages.**

- A. Excluded situations. The City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, including public and private utilities; or reasonably foreseeable delays.
- B. Liability limited to direct costs. Contractor agrees that the City's liability to Contractor for payment of claims or damages of any kind whatsoever related to this Contract shall be limited to direct costs as provided under the force account provisions of applicable standard specifications. Contractor expressly waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that are not specific as to the actual, direct costs of contract work as defined in the force account provisions of applicable standard specifications.
- C. "Damages" defined. For purposes of applying RCW 4.24.115 to this Contract, Contractor and the City agree that the term "damages" applies only to a finding in a judicial proceeding and is exclusive of third party claims for damage primarily thereto.
- D. Indemnification. The following provision shall control over any other indemnification provision in the Contract Documents. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the



concurrent negligence of the Contractor and the City, its officers, officials, employees and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further agreed that claims for damages against the City for which Contractor's insurance carrier does not accept defense of the City may be tendered by the City to Contractor, who shall then accept and settle with the claimant or defend the claim. The City retains the right to approve claims investigation and counsel assigned to said claims, and all investigation of legal work product regarding said claims shall be performed under a fiduciary relationship to the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

**16. Assigning or Subcontracting.** Contractor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Contract without the express prior written consent of the City.

**17. Independent Contractor.** Contractor is and shall be at all times during the term of this Contract an independent contractor.

**18. Disputes.** Any action for claims arising out of or relating to this Contract shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court.

**19. Attorneys Fees.** In any suit or action instituted to enforce any right granted in this Contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys fees from the other party.

**20. Extent of Contract/Modification.** This Contract, together with attachments or addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written instrument properly signed by both parties. Should any language in any of the Exhibits or Contract Documents conflict with language contained in this Contract, the provisions of this Contract shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BY ITS SIGNATURE BELOW, EACH PARTY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS CONTRACT AND AGREES TO BE BOUND BY THEM.

**CITY OF BLACK DIAMOND**

**CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

Attachments

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

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

\_\_\_\_\_  
Corp. officer signature (not contract signer)

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title

State of \_\_\_\_\_

County of \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
Notary Public (Print)

My commission expires \_\_\_\_\_

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

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

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

\_\_\_\_\_ (1) Retained in a fund by the City.

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

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

\_\_\_\_\_  
*Contractor Signature*

\_\_\_\_\_  
*Date*

**CITY OF BLACK DIAMOND  
PERFORMANCE BOND**

Surety Bond #: \_\_\_\_\_  
DATE POSTED: \_\_\_\_\_  
PROJECT COMPLETION DATE: \_\_\_\_\_

RE: Subdivision/Plat/Name: \_\_\_\_\_  
Owner/Developer/Contractor: \_\_\_\_\_  
Project Address: \_\_\_\_\_

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

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

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

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

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

A. Conditions.

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

---

---

---

---

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

B. Default.

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

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

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

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SURETY COMPANY  
(Signature must be notarized)

CONTRACTOR  
(Signature must be notarized)

By: \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

CITY OF BLACK DIAMOND

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

\_\_\_\_\_ Individual (Form P-1)  
\_\_\_\_\_ Corporation (Form P-2)



**FORM P-1 / NOTARY BLOCK**

(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON            )  
                                                  ) ss.  
COUNTY OF                            )

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

Dated: \_\_\_\_\_  
\_\_\_\_\_

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

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

STATE OF WASHINGTON                    )  
                                                          ) ss.  
COUNTY OF                                    )

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

Dated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(print or type name)

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

**(For Surety Company)**

STATE OF WASHINGTON                    )  
                                                          ) ss.  
COUNTY OF                                    )

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

Dated: \_\_\_\_\_

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

**CITY OF BLACK DIAMOND  
MAINTENANCE BOND**

Surety Bond #: \_\_\_\_\_  
Date Posted: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

RE: Project Name: \_\_\_\_\_  
Owner/Developer/Contractor: \_\_\_\_\_  
Project Address: \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. The Principal and Surety agree that the work and improvements installed in the above-  
referenced project shall remain free from defects in material, workmanship and installation (or, in the

case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

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

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

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

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

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

E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If

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

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SURETY COMPANY  
(Signature must be notarized)

CONTRACTOR  
(Signature must be notarized)

By: \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

CITY OF BLACK DIAMOND

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

- \_\_\_\_\_ Individual (Form P-1)
- \_\_\_\_\_ Corporation (Form P-2)
- \_\_\_\_\_ Surety Company (Form P-2)

**FORM P-1 / NOTARY BLOCK**

(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON                    )  
                                                          ) ss.  
COUNTY OF PIERCE                    )

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

Dated:

\_\_\_\_\_

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





City of Black Diamond  
PO Box 599  
Black Diamond, WA 98010

|                                                      |                                                                                                    |                        |                                                                |                                                         |                                                             |
|------------------------------------------------------|----------------------------------------------------------------------------------------------------|------------------------|----------------------------------------------------------------|---------------------------------------------------------|-------------------------------------------------------------|
| <b>Project:</b><br><b>Bid Opening: April 1, 2025</b> | 2025 Black Diamond Fire Station on Baker St. Roof Replacement<br><b>Bid Closed: April 15, 2025</b> | Bidder<br>&<br>Address | Taff Roofing<br>24817 Morgan Street<br>Black Diamond, WA 98010 | Wayne's Roofing Inc.<br>PO BOX 2287<br>Sumner, WA 98390 | Zeke's Roofing LLC<br>PO BOX 521<br>Black Diamond, WA 98010 |
| Total Bid (Including 8.8% Tax)<br><b>Total</b>       |                                                                                                    |                        | <b>Amount</b>                                                  | <b>Amount</b>                                           | <b>Amount</b>                                               |
|                                                      |                                                                                                    |                        | \$52,868.40                                                    | \$47,831.00                                             | \$29,579.46                                                 |
|                                                      |                                                                                                    |                        | <b>\$52,868.40</b>                                             | <b>\$47,831.00</b>                                      | <b>\$29,579.46</b>                                          |

# CITY COUNCIL AGENDA BILL

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

| ITEM INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                    |             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------------|
| <b>SUBJECT:</b><br><br><b>Resolution authorizing the Mayor to execute the City's written final plat approval for The Villages MPD, Ten Trails Mountain View 1B Plat A Division 5 Final Plat</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Agenda Date: June 5, 2025</b>   |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>AB25-045</b>                    |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Mayor – Carol Benson               |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | City Administrator – Kevin O'Neill |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | City Attorney – David Linehan      |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | City Clerk – Brenda L. Martinez    |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Com Dev/Nat Res – Andy Williamson  |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Finance – Xavier Mason             |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | MDRT/Eco Dev – Andy Williamson     | <b>X</b>    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Police – Chief Kiblinger           |             |
| Cost Impact (see also Fiscal Note): None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Public Works – Scott Hanis         |             |
| Fund Source: n/a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Court – Judge Swain/Tawnya Parks   |             |
| Timeline:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                    |             |
| <b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                    |             |
| <b>Attachments:</b> Resolution; Staff Report; Plat Map; Performance and Maintenance Bonds                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                    |             |
| <b>SUMMARY STATEMENT:</b><br><br><p>The Villages (also referred to as “Ten Trails/Mountain View”) Phase 1B Plat A Division 5 is a 115 lot plat that was granted preliminary plat approval under City File Number PLN20-0107, pursuant to the Hearing Examiner’s July 10, 2023, decision. The plat is located within The Villages Master Planned Development Phase 1B and is zoned Master Planned Development (MPD). The owners, Lennar Northwest LLC, have completed the preliminary plat requirements and now are requesting final plat approval. Staff has worked with the applicants to ensure preliminary requirements have been met. Staff’s written findings and recommendation for approval are documented in a Staff Report for City Council’s review. If the Council determines that the final plat conforms to all terms of the preliminary plat approval set forth by the Hearing Examiner and that adequate bonds have been posted, then by resolution, it shall accept staff’s written findings and authorizes The Mayor to execute the final plat approval by entering the City’s written approval on the face of the plat.</p> |                                    |             |
| <b>FISCAL NOTE (Finance Department):</b> N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |             |
| <b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                    |             |
| <b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 25-1677 approving the Final Plat for Ten Trails/Mountain View 1B Plat A Division 5 (PLN25 -0024).</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                    |             |
| <b>RECORD OF COUNCIL ACTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                    |             |
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Action</b>                      | <b>Vote</b> |
| June 5, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                    |             |

## RESOLUTION NO. 25-1677

### **A RESOLUTION OF THE CITY OF BLACK DIAMOND, WASHINGTON, GRANTING APPROVAL OF THE FINAL PLAT FOR TEN TRAILS MOUNTAIN VIEW (F/K/A “THE VILLAGES”) PHASE 1B PLAT A DIVISION 5 SUBDIVISION**

**WHEREAS**, on September 20, 2010, the City Council adopted Ordinance No. 10-946 approving a Master Planned Development (“MPD”) permit for applicant CCD Black Diamond Partners LLC’s (“Oakpointe”), f/k/a Yarrow Bay, to develop a master planned community known as “The Villages”; and

**WHEREAS**, on December 12, 2011, the City Council adopted Ordinance No. 11-970 approving The Villages Development Agreement (“DA”) with Oakpointe setting forth extensively negotiated requirements and agreed conditions governing commercial and residential development activity within The Villages MPD, now known as “Ten Trails”; and

**WHEREAS**, in a decision dated July 10, 2023, the City’s Hearing Examiner granted Preliminary Plat Approval for the subdivision known as Ten Trails Mountainview Phase 1A (“PP1B”) of The Villages MPD, processed under City File No. PLN18-0078; and

**WHEREAS**, has applied for final plat approval (File No. PLN25-0024) for Ten Trails Mountain View 1B Plat A Division 5, which lies within Ten Trails PP1A; and

**WHEREAS**, under the DA, Oakpointe’s application for plat approval of Ten Trails Mountainview Plat 1B is vested to the Black Diamond Municipal Code in effect as of the date of the DA, which is attached as Exhibit E to the DA (“Vested Code”); and

**WHEREAS**, City staff and members of the Master Developer Review Team (“MDRT”) have reviewed the proposed final plat for Ten Trails Mountain View 1B Plat A Division 5 for compliance with all provisions of state law and the Vested Code, as well as all conditions imposed by the applicable MPD permit, the DA, the Hearing Examiner’s Preliminary Plat Approval, and the MPD Framework Design Standards and Guidelines (collectively, “Conditions of Approval”), and have prepared and provided to the City Council a Staff Report summarizing their findings in detail; and

**WHEREAS**, City staff and members of the MDRT, based on their review of the final plat application, recommend approval of Ten Trails Mountain View 1B Plat A Division 5 final plat, subject to Lennar’s submission of adequate security to ensure the completion of the remaining work; and

**WHEREAS**, City staff and members of the MDRT have reviewed and approved the bonds guaranteeing completion and maintenance of the infrastructure improvements required by the Conditions of Approval; and

**WHEREAS**, section 17.20.060.B of the Vested Code requires the City Council to review the Staff Report and proposed final plat to assure its conformance to all Conditions of Approval and that the required bonds, if applicable, have been posted, and further requires the City Council, by resolution, to make written findings to that effect and thereupon to authorize the Mayor to execute the City Council's approval in writing on the face of the final plat; and

**WHEREAS**, RCW 58.17.140 and Vested Code section 17.20.060 require that the City Council approve, disapprove, or return the final plat for modification within a limited time period, unless the applicant consents to a longer time; and

**WHEREAS**, RCW 58.17.195 prohibits the approval of any subdivision unless the City makes a formal, written finding of fact that the proposed subdivision conforms to applicable zoning ordinances and other land-use controls;

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

**Section 1. Final Plat Approval.** The City Council finds, based on its review of the Staff Report and proposed final plat for Ten Trails Mountain View 1B Plat A Division 5, that all Conditions of Approval have been satisfied, or where they have not yet been satisfied, that adequate security has been or will be posted to ensure the full and prompt completion of all required improvements that have not yet been completed. Further, the City Council finds that the proposed subdivision conforms to applicable zoning ordinances and land-use controls of the City. Accordingly, the final plat for Ten Trails Plat 1B Division 5 is hereby approved on condition that Lennar Northwest LLC provides bonds, in a form and amount acceptable to the City, guaranteeing completion of all infrastructure improvements required by the Conditions of Approval that have not yet been completed.

**Section 2. Authorization.** Upon Lennar's provision of the bond(s) described in Section 1, the Mayor is authorized to sign the final plat for Ten Trails Mountain view 1B Plat A Division 5, signifying the Council's approval.

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

**CITY OF BLACK DIAMOND:**

---

Carol Benson, Mayor

**Attest:**

---

Brenda L. Martinez, City Clerk



# CITY OF BLACK DIAMOND

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

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

May 27, 2025

## STAFF REPORT – PLN25-0024 Ten Trails MPD – Phase 1B Plat A Division 5 Final Plat

### Table of Contents

|                                                                                          |    |
|------------------------------------------------------------------------------------------|----|
| Table of Contents .....                                                                  | 1  |
| Section II: Summary of Request .....                                                     | 3  |
| Section III: Process .....                                                               | 3  |
| Section IV: Project Analysis .....                                                       | 3  |
| • RCW 58.17.170(1), regarding written approval of Final Plat Applications: .....         | 3  |
| • BDMC Chapter 17, regarding the City's Subdivision Ordinance: .....                     | 4  |
| • BDMC 17.20.060, regarding the City's process for final plat review and decision: ..... | 4  |
| • Compliance with Associated Conditions of Approval .....                                | 5  |
| ○ Phase 1B Plat A SEPA Environmental Review Mitigation Measures (PLN20-0108) .....       | 5  |
| ○ Phase 1B Plat A Preliminary Plat Conditions of Approval (PLN20-0107) .....             | 5  |
| ○ The Villages Master Planned Development Conditions of Approval (PLN09-0017) .....      | 8  |
| • Compliance with The Villages Development Agreement (PLN10-0020/PLN11-0013) .....       | 9  |
| Section V: Staff Recommendation .....                                                    | 13 |
| Section VI: Exhibits .....                                                               | 14 |

*Administrative Note: References to "Ten Trails" within this final plat application can be used interchangeably with "The Villages." The applicant has re-branded The Villages Master Planned Development as "Ten Trails," however the approved Master Planned Development Permit for The Villages (City File Number PLN09-0017) has not been amended to officially refer to the Master Planned Development as "Ten Trails."*

## **Section I: Application Information**

**Staff Report Date:** May 27, 2025

**Name of Subdivision:** Ten Trails Master Planned Development Phase 1B Plat A – Division 5

**Number of Lots:** 115 total lots for residential development and 15 tracts for landscape, pedestrian access, access, future development, and utility uses.

**Location:** Unaddressed King County Parcel Numbers 857617-1580 and 857617-1590

**Zoning:** Master Planned Development (MPD)

**Comprehensive Plan Designation:** Neighborhood Commercial (NC) with MPD Overlay

**Land Owner / Applicant:** Lennar Northwest, Inc

**Preliminary Plat Approval:** The Ten Trails MPD Phase 1B Plat A (also referred to as Mountain View) Preliminary Plat application, processed under City File Number PLN20-0107, was approved by the City's Hearing Examiner on July 10, 2023 subject to 35 conditions of approval. Compliance with the Phase 1B Plat A Preliminary Plat conditions of approval is detailed in Section IV – Project Analysis of this Staff Report.

**Final Plat Application:** The City initially received an application for final plat approval on March 27, 2025. This final plat application is for Division 5 of Phase 1B Plat A, with 1 division remaining to be final platted in the future (Division 6 – identified as a Future Development Tract). Previous final platting activity has occurred for Divisions 1, 2, 3, 4, 7, 8, and 9 within Phase 1B Plat A. The applicant provided revised final plat drawings and additional information to the City in April and May of 2025.

## **Section II: Summary of Request**

This application is for the final platting of Division 5 of Ten Trails MPD Phase 1B Plat A (also referred to as Mountain View), which received preliminary plat approval in July 2023. The Phase 1B Plat A – Division 5 final plat contains the following:

- 115 Residential Lots
  - Residential lot sizes range from 6,872 square feet (0.16 acres) to 1,040 square feet (0.02 acres). The average residential lot size is 3,240 square feet (0.07 acres).
- 15 Tracts
  - Tract uses include landscape, pedestrian access, access, future development, and utility uses. For individual Tract uses, refer to the Tract Areas table on Sheet 3 of the final plat.
  - The total open space contained in this Division 5 Final Plat is 0.45 acres of passive open space (primarily landscape and pedestrian access tracts). For more information, refer to the Open Space Table on Sheet 4 of the final plat.
  - The total area comprised by Tracts within this Division 5 Final Plat is 2.38 acres (103,466 square feet). A majority of this Tract acreage is comprised of Future Development Tracts (Tracts 933, 934, 935, and 936). The cumulative area of Future Development Tracts within this Division 5 Final Plat is 1.49 acres (64,847 square feet).

## **Section III: Process**

The applicant is required to receive preliminary plat approval prior to submittal and approval of a final plat. The Ten Trails Phase 1B Plat A Preliminary Plat was approved by the City’s Hearing Examiner on July 10, 2023 subject to 35 conditions.

The applicant filed a final plat application for Phase 1B Plat A – Division 5 on March 27, 2025 for review by the City. The applicant provided revised final plat drawings and additional information to the City in April and May of 2025. The final plat was reviewed by City Staff and MDRT consultants for compliance with applicable preliminary plat conditions of approval (see Section IV – Project Analysis below). This Staff Report provides written findings related to the Phase 1B Plat A – Division 5 final plat application and a recommendation to the City Council for final plat approval.

It is the City Council’s responsibility to make a final determination on the final plat based on the conditions of preliminary plat approval and applicable laws and regulations. This Staff Report serves to provide Staff’s review of the final plat application and findings regarding compliance with applicable conditions of associated permits, including the preliminary plat application. If the final plat application complies with all applicable conditions and regulations, the City Council is required to enter written findings to that effect and authorize the Mayor to execute the City’s written approval on the face of the plat (BDMC 17.20.060.B and RCW 58.17.170). Final Plat approval is a Type 6 – City Council Decision (BDMC 18.08.030). The Code defines Type 6 decisions as quasi-judicial or other decisions that are made by the City Council following a recommendation by staff (BDMC 18.08.090).

## **Section IV: Project Analysis**

- RCW 58.17.170(1), regarding written approval of Final Plat Applications:

“When the legislative body of the city, town, or county, or such other agency as authorized by RCW 58.17.100, finds that the subdivision proposed for final plat approval conforms to all terms

of the preliminary plat approval, and that said subdivision meets the requirements of this chapter, other applicable state laws, and any local ordinances adopted under this chapter which were in effect at the time of preliminary plat approval, it shall suitably inscribe and execute its written approval on the face of the plat. The original of said final plat shall be filed for record with the county auditor. One reproducible copy shall be furnished to the city, town, or county engineer. One paper copy shall be filed with the county assessor. Paper copies shall be provided to such other agencies as may be required by ordinance.”

- BDMC Chapter 17, regarding the City’s Subdivision Ordinance:

The applicant submitted a preliminary plat application for Ten Trails MPD Phase 1B Plat A in compliance with the provisions of Black Diamond Municipal Code Chapter 17.12 under City File Number PLN20-0107. The application was approved by the Hearing Examiner on July 10, 2023, subject to 35 conditions of approval.

This final plat application complies with applicable conditions of approval established by the preliminary plat approval (refer to Section IV – Project Analysis: Compliance with Associated Conditions of Approval – The Phase 1B Plat A Preliminary Plat Conditions of Approval (PLN20-0107) below).

The applicant has submitted final plat drawings in compliance with the provisions of Black Diamond Municipal Code Section 17.20 under this City File Number, PLN25-0024. The submitted final plat drawings include all required contents and standards (as established by BDMC 17.20.020), required surveys and monumentation (as established by BDMC 17.20.030), required certificates (as established by BDMC 17.20.040), and required improvements/bonds (as established by BDMC 17.20.050). Bonds are provided as Exhibit A of this Staff Report.

In summary, the final plat meets all standards established by the City’s Subdivision Ordinance. Written approvals from the designated Public Works Director, Surveyor, and Fire Chief are provided as Exhibit B of this Staff Report.

- BDMC 17.20.060, regarding the City’s process for final plat review and decision:

“Final plats shall be approved, disapproved or returned to the applicant for modification or correction within sixty days from the date of filing thereof unless the applicant consents to an extension of such time period.”

This section of the vested Black Diamond Municipal Code further provides for Staff Review and findings (BDMC 17.20.060.A), followed by a City Council decision on the final plat (BDMC 17.20.060.B). Specifically:

“The city council shall review the findings of the public works director or designee and review the proposed final plat to assure that there is conformance with all terms of the preliminary plat approval and, where applicable, MPD approval, the MPD development agreement, and MPD design standards. If the council determines that the final plat conforms with these requirements, and adequate bonds, if applicable, have been posted, then, by resolution, it shall enter written findings to that effect, and shall authorize the mayor to execute the city’s written approval on the face of the plat.”



Pursuant to BDMC 17.08.010, the public works director is defined as the “person, firm, or corporation appointed or authorized (including contractual authorization) by the mayor of the city to carry out the duties of the public works director as prescribed by the chapter.”

- Compliance with Associated Conditions of Approval

- Phase 1B Plat A SEPA Environmental Review Mitigation Measures (PLN20-0108)

The City of Black Diamond prepared a Mitigated Determination of Non-Significance (MDNS) for the Ten Trails Phase 1B Plat A Preliminary Plat application. The Hearing Examiner’s Report and Decision adopted the SEPA Mitigation Measures as Conditions of Approval #1-5 of the preliminary plat application.

The following SEPA Mitigation Measures, as implemented by the Hearing Examiner’s Report and Decision for the Ten Trails Phase 1B Plat A Preliminary Plat (completed under City File Number PLN20-0107), are not applicable to this final plat application since they were specific to the site development activities of the preliminary plat application, which were implemented in association with the utility permit review and approval associated with site construction. The utility permit for site development within Ten Trails Phase 1B Plat A was processed and approved under City File Number PUB21-0108.

SEPA Mitigation Measures #1, 2, 3, and 4

*These mitigation measures are specific to on-site construction activities associated with the approved utility permit application (City File Number PUB21-0108) for Division 5 of Phase 1B Plat A.*

The following SEPA Mitigation Measure (written verbatim) from the Hearing Examiner’s Report and Decision has been completed or bonded for to the satisfaction of the City’s Master Development Review Team, Community Development Department, and Public Works Department:

SEPA Mitigation Measure #5: Follow/implement preliminary design recommendations regarding site preparation, site grading, structural fill, new foundation designs, retaining walls, construction, drainage, paving, and infiltration feasibility of the Geotechnical Engineering Report dated April 6, 2023, and prepared by Associated Earth Sciences, Inc.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. All of the referenced design recommendations were reviewed in conjunction with utility permit review. Building construction will be reviewed and approved in accordance with this condition through the subsequent building permit process.*

- Phase 1B Plat A Preliminary Plat Conditions of Approval (PLN20-0107)

The preliminary plat conditions of approval continue the numbering sequence from the SEPA Mitigation Measures associated with this proposal – preliminary plat specific conditions of approval begin at #6 of the Hearing Examiner’s Report and Decision. The following Phase 1B Plat A Preliminary Plat conditions of approval, as imposed by the Hearing Examiner’s approval of the preliminary plat application, are not applicable to this final plat application:

Preliminary Plat conditions of approval #6, 8 – 11, 13, 16, 22, 23, 24, 26 – 29, 32, and 35  
*These conditions of approval are specific to on-site construction activities associated with the approved utility permit application (City File Number PUB21-0108) for Division 5 of Phase 1B Plat A.*

The following Ten Trails Phase 1B Plat A Preliminary Plat conditions of approval (written verbatim) have been completed or bonded to the satisfaction of the City's Master Development Review Team, Community Development Department, and Public Works Department:

Preliminary Plat Condition #7: Infrastructure improvements shall be constructed as required by The Villages Development Agreement Section 11: Project Phasing, applicable implementing project conditions of approval, and applicable SEPA Mitigation Measures.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #2 on Sheet 4 of the final plat binds all development and construction within the final plat to be consistent with the provisions of the MPD Permit and Development Agreement, including the construction thresholds established in Section 11 of the Development Agreement.*

Preliminary Plat Condition #12: All house address shall be viewable from a fire accessible and compliant roadway.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. This requirement will be enforced at the time of building permit submittal for individual applications.*

Preliminary Plat Condition #14: At the time of building permit application, structures will be required to either have required fire flow available or to have a fire sprinkler system installed to allow for a reduction in required fire flow.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #5 on Sheet 4 of the final plat states this requirement. This requirement will be enforced at the time of building permit submittal for individual applications.*

Preliminary Plat Condition #15: All alleys shall be posted "No-Parking" with signage according to the International Fire Code; provisions for enforcement of these no parking zones shall be defined and accepted by the Designated Official prior to final plat approval.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Signage plans showing "No-Parking" sign locations were reviewed in association with the utility permit submittal (PUB21-0108). Additionally, Conditions for Final Plat Note #6 on Sheet 4 of the final plat states this requirement. The CCRs associated with this plat establish enforcement provisions in Sections 6.8, 11.1(c), 11.1 (e), and 8.5.7 of the Residential CC&Rs, as further made enforceable for this plat through Section 9.1 and Article 19 of the Mountain View at Ten Trails Sub-Association Declaration. The CCRs have been reviewed and approved by the City Attorney (Exhibit C).*

Preliminary Plat Condition #17: All easements shall be shown on the final plat.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. All easements associated with this final plat application have been shown on the final plat drawings.*

Preliminary Plat Condition #18: Prior to final plat approval, the applicant shall submit Covenants, Conditions, and Restrictions (CCRs) for review and approval by the Designated Official.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #7 on Sheet 4 of the final plat states this requirement. The CCRs have been reviewed and approved by the City Attorney (Exhibit C).*

Preliminary Plat Condition #19: The Master Developer shall comply with Exhibit Q (Maple Valley Transportation Mitigation Agreement) of TV DA.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #8 on Sheet 4 of the final plat states this requirement.*

Preliminary Plat Condition #20: The Master Developer shall comply with Exhibit R (Covington Transportation Mitigation Agreement) of TV DA.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #9 on Sheet 4 of the final plat states this requirement.*

Preliminary Plat Condition #21: Tracts 901-936 shall be owned and maintained by the Master Developer (M.D.) or Applicable Owners Association (A.O.A.).

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The Tract Areas table on Sheet 3 identifies that all tracts are granted and conveyed, including maintenance responsibilities, to the Ten Trails Residential Owners Association or Millrose Properties Washington, LLC for the Future Development Tracts. Note that only 15 of the 36 tracts identified in the preliminary plat application are included in this final plat application.*

Preliminary Plat Condition #25: In order to facilitate tracking of sewage capacity and assist the City in maintaining the tracking system the applicant shall identify, on the face of each building plan set, the following as applicable; the total building square footage included in that application, the number of fixture units, the Average Dry Weather Flow (ADWF), and the Peak Wet Weather Flow (PWWF) associated with the improvements in that application. The information must be in tabular form.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. This condition will be administered in conjunction with subsequent building permit applications.*

Preliminary Plat Condition #30: Pursuant to TV DA Section 5.2.1(A), the minimum lot size for detached single-family residential development is 2,200 square feet. Residential lots with an area less than 2,200 square feet will

be required to provide either attached single-family residential development or multi-family residential development.

*Staff Comment: The applicant has met the requirements of this condition for final plat approval. Lot areas for each of the 115 lots created in this plat are listed on Sheet 3 of the final plat, and Conditions for Final Plat Note #12 on Sheet 4 states the square footage requirement. This condition will be administered in conjunction with subsequent building permit applications.*

Preliminary Plat Condition #31: Final plat applications for individual Divisions (as shown on Sheet CV4) may be requested, however individual Divisions must be able to demonstrate that they can meet all final plat requirements needed for that Division.

*Staff Comment: The applicant has met the requirements of this condition for final plat approval. This final plat application is for Division 5 of Phase 1B Plat A. This Division 5 plat has been reviewed to ensure that it can independently meet all final plat review criteria.*

Preliminary Plat Condition #33: Pursuant to TV DA 4.9, no final plats exceeding the Base Density of Phase 1B (established in TV DA Table 4-9) will be processed or approved until the Master Developer has acquired title to the needed TDRs and they have been assigned by the Master Developer to applicable Divisions of the plat.

*Staff Comment: The applicant has met the requirements of this condition for final plat approval. The Base Density of Phase 1B is 189 units. Previous final platting activities for residential areas of Phase 1B (Mountain View Division 4, City File Number PLN24-0047) contained 143 residential units. This final plat application proposes 115 residential units, exceeding the Phase 1B Base Density by 69 units. This proposal requires the application of 69 TDRs to the subject property, which has been reviewed and approved by the City Attorney (Exhibit D).*

Preliminary Plat Condition #34: Street names shown on the Preliminary Plat are non-binding. Pursuant to BDMC Chapter 12.08, the authority to develop and administer a street naming and addressing policy guide rests with the Community Development Department. Accordingly, street names will be formally assigned in association with final plat review and submittal.

*Staff Comment: The applicant has met the requirements of this condition for final plat approval. Lot addresses and street names are provided within the Lot Address Table on Sheet 3.*

○ **The Villages Master Planned Development Conditions of Approval (PLN09-0017)**

The following MPD Permit conditions of approval, as required by the Hearing Examiner's approval of the MPD Permit application, are not applicable to this final plat application:

MPD Permit conditions of approval #1 – 8 and 10 – 164.

*These conditions are implemented by the approved Development Agreement for The Villages Master Planned Development.*

The following MPD Permit condition of approval (written verbatim) has been completed to the satisfaction of the City's Master Development Review Team, Community Development Department, and Public Works Department:

MPD Permit Condition #9: Homeowners Association(s) conditions, covenants and restrictions (CCRs) and/or the proposed Architectural Review Committee shall be required to allow the use of green technologies (such as solar panels) in all buildings. In addition, the CCRs shall include provisions, to be enforced by the HOA, prohibiting washing of cars in driveways or other paved surfaces, except for commercial car washes, and limiting the use of phosphorous fertilizers in common areas, so as to limit phosphorous loading in stormwater.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The Residential CCRs have been reviewed for compliance with this condition and approved by the City Attorney. Sections 6.26, 9.2, and 7.4.2 of the Residential CCRs, as further made enforceable for this plat through Section 9.1 and Article 19 of the Mountain View at Ten Trails Sub-Association Declaration, meet the requirements of this condition (Exhibit C).*

- Compliance with The Villages Development Agreement (PLN10-0020/PLN11-0013)

The Ten Trails Phase 1B Plat A – Division 5 final plat application complies with all applicable Sections of the approved Development Agreement for The Villages, as established through the review process of the preliminary plat application. In regards to Section 11 – Project Phasing, the following construction thresholds relating to this final plat approval have been completed or bonded for to the satisfaction of the City's Master Development Review Team, Community Development Department, and Public Works Department:

- The Villages MPD Community Connector (Ten Trails Parkway)

Construction Threshold: The first phase will be constructed or bonded prior to recording Division 1 of Preliminary Plat 1A.

Staff Comment: *This project has been submitted to the City and approved. The applicant has provided the City with a completion bond form for the construction of this project in association with the approved Phase 1A – Division 2 final plat (PLN18-0034).*

- The Ring Road (Willow Avenue SE)

Construction Threshold: The first phase will be constructed or bonded prior to recording Division 1 of Preliminary Plat 1A, but also must be completed and accepted by the City of Black Diamond's Master Development Review Team/Public Works prior to the issuance of the first certificate of occupancy in Division 1 of Preliminary Plat 1A.

Staff Comment: *This project has been completed and approved by the City.*

- Frontage Improvements on SE Auburn-Black Diamond Road (Roberts Drive)

Construction Threshold: The first phase will be constructed or bonded prior to recording Division 1 of Preliminary Plat 1A. The second phase will be constructed prior to occupancy of the 726<sup>th</sup>

Dwelling Unit in Preliminary Plat 1A. The third phase will be constructed concurrent with the development of the adjacent multi-family parcel 1H of Preliminary Plat 1A.

Staff Comment: *All three phases of the Roberts Drive frontage improvements have been completed and approved by the City.*

- Intersection of Community Connector and SE Auburn-Black Diamond Road  
Construction Threshold: Constructed as a single lane roundabout prior to the occupancy of the 726<sup>th</sup> Dwelling Unit within Preliminary plat 1A, with the second phase of SE Auburn-Black Diamond Road frontage improvements.  
Staff Comment: *This project has been completed and approved by the City.*
- Intersection Improvements at SE Auburn-Black Diamond Road (Roberts Drive) and Ring Road (Willow Avenue SE)  
Construction Threshold: This project will be constructed or bonded prior to recording Division 1 of Preliminary Plat 1A.  
Staff Comment: *This project has been completed and approved by the City.*
- The Villages MPD Small Interim Wastewater Pumping Station  
Construction Threshold: This project will be complete and operational prior to issuance of the first building permit for any structure that might discharge sanitary sewer into the utility system.  
Staff Comment: *This project has been completed and approved by the City.*
- The Villages MPD Interim Sewer Force Main  
Construction Threshold: This project will be complete and operational prior to the issuance of the first building permit for any structure that might discharge sanitary sewer into the utility system.  
Staff Comment: *This project has been completed and approved by the City.*
- The Interim Stormwater Pond and Infiltration Facility  
Construction Threshold: This project will be constructed in phases as determined necessary by the MDRT / Public Works through final engineering review of each division within Preliminary Plat 1A.  
Staff Comment: *This project has been completed and approved by the City.*
- The Village Green (Park at Roundabout)  
Construction Threshold: This project will be commenced or bonded prior to recording Division 1 of Preliminary Plat 1A and will be completed no later than when Certificates of Occupancy or final inspection has been issued for 60% of the dwelling units located within ¼ mile of this park.  
Staff Comment: *This project has been completed and approved by the City.*
- Civic Park in The Villages MPD

Construction Threshold: This project will be commenced or bonded prior to recording Division 1 of Preliminary Plat 1A and will be completed no later than when Certificates of Occupancy or final inspection has been issued for 60% of the dwelling units located within ¼ mile of this park.

Staff Comment: *This project has been completed and approved by the City.*

- SR169 / Roberts Drive (Interim Improvement)

Construction Threshold: Completed engineering, design, and construction drawings and related application materials necessary for permit issuance for this interim improvement will be submitted to WSDOT prior to the City of Black Diamond's issuance of the first residential or commercial building permit associated with Division 1 of Preliminary Plat 1A.

Staff Comment: *The applicant submitted an application to WSDOT prior to the final platting of Phase 1A – Division 1 (which was processed and approved under City File PLN17-0049). The roundabout has an approved utility permit and is undergoing active construction. The first roundabout at Roberts Drive / SR169 has been completed and is open to traffic.*

- SR169 / SE Black Diamond-Ravensdale Road (Interim Improvement)

Construction Threshold: Completed engineering, design, and construction drawings and related application materials necessary for permit issuance for this interim improvement will be submitted to WSDOT prior to the City of Black Diamond's issuance of the first residential or commercial building permit associated with Division 1 of Preliminary Plat 1A.

Staff Comment: *The applicant submitted an application to WSDOT prior to the final platting of Phase 1A – Division 1 (which was processed and approved under City File PLN17-0049). The roundabout has an approved utility permit and is undergoing active construction. The first roundabout at Roberts Drive / SR169 has been completed and is open to traffic. This roundabout also provides an intersection improvement to SE Black Diamond Ravensdale Road / SR169.*

- SE 288<sup>th</sup> Street / 216<sup>th</sup> Avenue SE Rechannelization

Construction Threshold: The rechannelization shall occur no later than recording of Division 1 of Preliminary Plat 1A.

Staff Comment: *This project has been completed and approved by the City.*

- Water Main Extension (from Black Diamond Library to The Villages MPD)

Construction Threshold: Construction will occur prior to recording of Division 1 of Preliminary Plat 1A. The dual water main must be completed, tested, and in-service prior to the first

occupancy permit being issued for a dwelling unit or commercial use within Preliminary Plat 1A.

Staff Comment: *This project has been completed and approved by the City.*

- Roberts Drive Sidewalk/Safe Pedestrian Connection

Construction Threshold: The Applicant shall construct a safe pedestrian connection across Rock Creek for pedestrian linkage to Morgansville prior to the issuance of the certificate of occupancy of the 200th dwelling unit for The Villages MPD. In lieu of construction, the City shall have a financial commitment in place to complete the improvements within six years of PP1A approval.

Staff Comment: *This project has been completed and approved by the City.*

- Satellite Fire Station

Construction Threshold: The design of the satellite fire station, pursuant to Section 13.4 of TV DA, must be selected, completed, and mutually agreed to by the City and Master Developer no later than the issuance of a Certificate of Occupancy for the 250th Dwelling Unit in The Villages MPD.

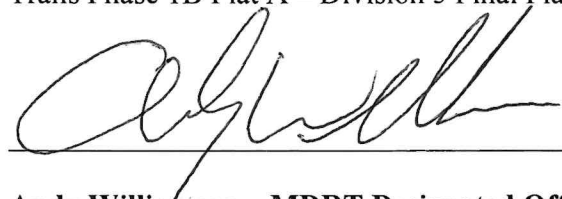
Staff Comment: *This siting and site design of the satellite fire station have been approved by the Master Developer, the City, and Mountain View/Black Diamond Fire & Rescue. An approved building permit for the fire station has been issued and is under active construction (City File BLD21-0111).*



## **Section V: Staff Recommendation**

Based on the information and materials provided in the Staff Report, the City's Community Development Department, Public Works Department, and Master Development Review Team have determined that the Ten Trails Phase 1B Plat A – Division 5 Final Plat application meets all applicable requirements for final plat approval.

The City Staff recommends that the City Council adopt the findings in this report and **APPROVE** the Ten Trails Phase 1B Plat A – Division 5 Final Plat, City File Number PLN25-0024.



Date: 5/27/2025

**Andy Williamson – MDRT Designated Official**



Date: May 27, 2025

**Dan Ervin, PE – MDRT Reviewing Engineer**



Date: 5/27/2025

**Alex Campbell, AICP – MDRT Reviewing Planner**

## **Section VI: Exhibits**

The following Exhibits are hereby incorporated by reference into the findings of this Staff Report:

- Exhibit A: Completion and Maintenance Bond Forms for Ten Trails MPD Phase 1B Plat A – Division 5 Final Plat, prepared by David Evans and Associates on behalf of Oakpointe and reviewed by Varius, Inc – dated 05/23/2025
- Exhibit B: Final Plat Approval Letters, prepared by Varius, Inc., Parametrix, and Mountain View/Black Diamond Fire and Rescue – various dates
- Exhibit C: CC&R Review Memo, prepared by Madrona Law Group – dated 05/26/2025
- Exhibit D: Notice of TDR Bank Trust Account Transfer to Receiving Area, prepared by the City of Black Diamond – dated 05/27/2025

**THE VILLAGES / TEN TRAILS MPD**  
**PHASE 1B PLAT A – DIVISION 5 FINAL PLAT**  
**PLN25-0024**

**EXHIBIT A**

**TITLE:** Performance and Maintenance Bond Forms for Ten Trails  
Plat 1B Plat A – Division 5 Final Plat

**PREPARED BY:** David Evans and Associates, Inc. on behalf of  
Oakpointe and reviewed by Varius, Inc.

**DATE:** 05/23/2025



May 23, 2025

Andrew Williamson  
MDRT Director  
PO Box 599  
Black Diamond WA 98010

**Attn: Andrew Williamson, Director**

**RE: Final Plat Document – Mountain View, Division 5 – Bond Review and Approval**

Dear Andy:

This letter is your certification, for use during Final Plat review and approval, that the Public Works Director has reviewed the proposed Maintenance Bond Worksheets for Mountain View, Division 5 and found the bond amounts acceptable to warrant the required work.

The Maintenance Bond Worksheets (3 worksheets total, dated January 15<sup>th</sup>, 2025, and noted for PUB21-0108) include line items for the maintenance of the following completed work:

|                        |                      |
|------------------------|----------------------|
| Roadway                | \$ 560,625.90        |
| Sewer                  | \$ 653,824.81        |
| Storm                  | \$ 746,470.72        |
| Water                  | \$ 590,698.56        |
| Street Trees           | \$ 29,217.92         |
| Subtotal               | \$ 2,580,837.91      |
| <b>25% Bond Amount</b> | <b>\$ 645,209.48</b> |

The value of the improvements listed is \$2,580,837.91. The **final bond amount of \$645,209.48** is derated to 25% of the actual maintenance costs in accordance with the Black Diamond Municipal Code.

**The final Maintenance Bond amount for these items totals \$645,209.48.**

Please call or email if you need additional information.

Sincerely,

Daniel R. Ervin, P.E.  
*Varius Inc – Executive Vice President*

# Maintenance Cost Summary

For:

Ten Trails - Phase 1B Plat A, Division 5 (PUB21-0108)



DAVID EVANS  
AND ASSOCIATES INC.

Quantity and Cost per Unit Provided by: Pacific Civil & Infrastructure

Cost Summary Provided by: David Evans and Associates, Inc.

Job Number: LENNLENW0001

Date: January 15, 2025

| Phase 1B Plat A, Division 5 | Amount |
|-----------------------------|--------|
|-----------------------------|--------|

## Surface Improvements:

|           |              |
|-----------|--------------|
| - Roadway | \$560,625.90 |
|-----------|--------------|

|       |              |
|-------|--------------|
| Total | \$560,625.90 |
|-------|--------------|

|                 |              |
|-----------------|--------------|
| 25% Bond Amount | \$140,156.48 |
|-----------------|--------------|



## Maintenance Cost Summary

For:

Ten Trails - Phase 1B Plat A, Division 5 (PUB21-0108)



DAVID EVANS  
AND ASSOCIATES INC.

Quantity and Cost per Unit Provided by: Pacific Civil & Infrastructure

Cost Summary Provided by: David Evans and Associates, Inc.

Job Number: LENNLENW0001

Date: January 15, 2025

| Phase 1B Plat A, Division 5 | Amount |
|-----------------------------|--------|
|-----------------------------|--------|

### Utilities:

|                |              |
|----------------|--------------|
| - Sewer System | \$653,824.81 |
| - Storm Sewer  | \$746,470.72 |
| - Water System | \$590,698.56 |

Total

**\$1,990,994.09**

25% Bond Amount

**\$497,748.52**



# Maintenance Cost Summary

For:

Ten Trails - Phase 1B Plat A, Division 5 (PUB21-0108)



DAVID EVANS  
AND ASSOCIATES INC.

Quantity and Cost per Unit Provided by: Art by Nature, Inc

Cost Summary Provided by: David Evans and Associates, Inc.

Job Number: LENNLENW0001

Date: January 15, 2025

| Phase 1B Plat A, Division 5 | Amount |
|-----------------------------|--------|
|-----------------------------|--------|

## Landscape:

|                    |             |
|--------------------|-------------|
| - ROW Street Trees | \$29,217.92 |
|--------------------|-------------|

Total **\$29,217.92**

25% Bond Amount **\$7,304.48**



Note: There are 134 street trees in Div. 5 ROW landscaping at \$218.04 a tree, equaling \$29,217.92 for Mountain View Div. 5 Street Trees.

**THE VILLAGES / TEN TRAILS MPD**  
**PHASE 1B PLAT A – DIVISION 5 FINAL PLAT**  
**PLN25-0024**

**EXHIBIT B**

**TITLE:** Final Plat Approval Letters

**PREPARED BY:** Varius, Inc., Parametrix, and Mountain View/  
Black Diamond Fire and Rescue

**DATE:** Various dates





May 23, 2025

Andrew Williamson  
MDRT Director  
PO Box 599  
Black Diamond WA 98010

**Attn: Andrew Williamson, Director**

**RE: Final Plat Document – Mountain View, Division 5 – Plat Certification**

Dear Andy:

With this letter I transmit my approval of the Final Plat for Ten Trails, Mountain View, Division 5 (PLN25-0024) based on survey certification provided by Parametrix. The Final Plat meets the requirements of the Preliminary Plat (including the Hearing Examiner Conditions of Approval) the applicable City codes and standards and the Development Agreement. My review was concluded in accordance with BDMC 17.20.060.

Please call or email if you need additional information.

Please call or email if you need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Ervin', with a stylized flourish at the end.

Daniel R. Ervin, P.E.  
*Varius Inc – Executive Vice President*



## M E M O R A N D U M

---

DATE: May 22, 2025  
TO: Andrew Williamson, Economic  
Development Director  
FROM: Corey Thomas, Lead Plans Review Inspector  
SUBJECT: Final Plat Certifications

---

A review was conducted on behalf of Mountain View Fire and Rescue for the following plat (Ten Trails Phase 1B, Plat A, Division 5 and Plat 2F Divisions 3, 4 and 6) to ensure that all fire code requirements have been addressed prior to final plat acceptance.

The review found that all fire code requirements have been met, and Mountain View Fire and Rescue hereby approves this plat for final plat acceptance for the City of Black Diamond.

DATE: May 22, 2025  
TO: Andrew Williamson  
FROM: Justin S. Emery, PLS  
SUBJECT: Ten Trails Phase 1B Plat a division 5, PLN25-0024  
CC:  
PROJECT NUMBER: 247-3043-032, Task 44  
PROJECT NAME: Ten Trails Phase 1B Plat a division 5, PLN25-0024

---

We have completed our review of sheet 4 and note and have the following comments:

Sheet 4 of 11

- After review of the "TOTAL CZ ACREAGE ESTABLISHED BY THIS PLAT OF TEN TRAILS, "CED 1" column on sheet 4, reflects the changes of CED 3 and the current revision to the CED 1 column acreage for total CZ and remaining CZ acreage.

If you have any questions or need additional information, please contact Justin at (253) 785-3028 or email [jemery@parametrix.com](mailto:jemery@parametrix.com).

Thank you.

Justin Emery



05/22/2025



**THE VILLAGES / TEN TRAILS MPD**  
**PHASE 1B PLAT A – DIVISION 5 FINAL PLAT**  
**PLN25-0024**

**EXHIBIT C**

**TITLE:** CC&R Review Memo

**PREPARED BY:** Madrona Law Group

**DATE:** 05/26/2025



## MEMORANDUM

TO: Andy Williamson

FROM: David A. Linehan

DATE: May 26, 2026

RE: Ten Trails Phase 1B, Plat A Division 5 Final Plat: Conditions implemented through Covenants, Conditions, and Restrictions (CC&Rs)

---

This memo addresses Oakpointe's satisfaction of the conditions of approval that are being implemented in the Ten Trails Phase 1B, Plat A Division 5 final plat via provisions of the Covenants, Conditions, and Restrictions (Residential CC&Rs) applicable to the Ten Trails MPD (f/k/a "The Villages") and the Covenants, Conditions and Restrictions for the Mountain View at Ten Trails Sub-Association ("Mountain View CC&Rs"). As explained below, the Residential CC&Rs and Mountain View CC&Rs meet all conditions of approval imposed by the MPD Permit and the Hearing Examiner's July 10, 2023, decision approving the Ten Trails Phase 1B, Plat A preliminary plat (City File No. PLN20-0107). Each applicable condition is set forth below verbatim, followed by an analysis of how that condition has been met in the CC&Rs.

### A. Preliminary Plat Conditions Imposed by Hearing Examiner

**Condition No. 15:** *All alleys shall be posted "No-Parking" with signage according to the International Fire Code; provisions for enforcement of these no parking zones shall be defined and accepted by the Designated Official prior to final plat approval.*

This condition has been met. Note 6 of the Conditions for Final Plat listed on Sheet 4 of the proposed final plat contains this condition verbatim, and Article 6, Section 6.8 of the Residential CC&Rs, as amended (see King County Recording No. 20211209001073), contains specific parking prohibitions consistent with this condition: "Parking is prohibited within

alleys and on any section of roadway that is twenty (20) feet wide or narrower. No Owner shall do anything that will prevent the streets within the Residential Areas from at all times being free and clear of all obstructions and in a safe condition for vehicular use.” Phase 1B, Plat A Division 5 is covered by the parking restrictions in Section 6.8 of the CC&Rs.<sup>1</sup>

Section 11.1(c) of the Residential CC&Rs authorizes the Residential Association to tow and impound any vehicle parked in violation of the Residential CC&Rs. Section 11.1(e) additionally authorizes the Association board to bring legal action to enforce the parking restrictions. Finally, Section 8.5.7 of the Residential CC&Rs contains “provisions for enforcement” of these no parking zones and all other terms of the Residential CC&Rs by authorizing the Association to “perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of this Declaration . . . .” Further, Section 9.1 of the Mountain View CC&Rs incorporates the use restrictions from Article 6 of the Residential CC&Rs and provides for enforcement of same.

**Condition No. 18:** *Prior to final plat approval, the Applicant shall submit Covenants, Conditions and Restrictions (CCRs) for review and approval by the Designated Official.*

This condition has been met. Oakpointe previously submitted Residential CC&Rs applicable to the residential areas of Ten Trails PP1A Division 1 (recorded under King County Recording No. 20171107001312)<sup>2</sup> and has since submitted Supplemental Declarations (see King County Recording No. 20180619000316 and No. 20171227000507) sufficient to annex the entire Ten Trails (f/k/a “The Villages”) MPD site into the area covered by the Residential CC&Rs. The CC&Rs, together with the Mountain View

---

<sup>1</sup> The property within Phase 1B Plat A was annexed to the areas covered by the original CC&Rs in June 2018 by the Second Supplemental Declaration to the Declaration of Covenants, Conditions, Restrictions and Easements for Ten Trails Residential Areas. See King County Recording No. 20180619000316.

<sup>2</sup> Declaration of Covenants, Conditions, Restrictions and Easements for Ten Trails Residential Areas, as amended and supplemented (“CC&Rs”).

CC&Rs, satisfy Condition No. 18 of the Hearing Examiner's preliminary plat approval for Ten Trails Phase 1B, Plat A.

**B. MPD Permit Conditions**

**Condition No. 9:** *Homeowners Association(s) conditions, covenants and restrictions (CCRs) and/or the proposed Architectural Review Committee shall be required to allow the use of green technologies (such as solar panels) in all buildings. In addition, the CCRs shall include provisions, to be enforced by the HOA, prohibiting washing of cars in driveways or other paved surfaces, except for commercial car washes, and limiting the use of phosphorous fertilizers in common areas, so as to limit phosphorous loading in stormwater.*

This condition is met by Section 6.26 of the Residential CC&Rs, which prohibits washing of vehicles on driveways and other paved surfaces, except for licensed and approved commercial car washes, and by Section 9.2, which provides that the Residential Association "shall limit the use of phosphorous fertilizers in Common Areas to the maximum extent practicable." This condition is further met by Section 7.4.2 of the Residential CC&Rs, which provides that "the Design Review Committee shall not prohibit the use of green technologies (such as solar panels) in all buildings." As noted, Section 9.1 of the Mountain View CC&Rs expressly incorporates the restrictions from Article 6 of the Residential CC&Rs, with the Residential CC&Rs controlling in the event of any conflict between the provisions of the Mountain View CC&Rs and the Ten Trails Residential CC&Rs.

# # #

**THE VILLAGES / TEN TRAILS MPD**  
**PHASE 1B PLAT A – DIVISION 5 FINAL PLAT**  
**PLN25-0024**

**EXHIBIT D**

**TITLE:** Notice of TDR Bank Trust Account Transfer to Receiving Area

**PREPARED BY:** City of Black Diamond

**DATE:** 05/27/2025





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

## **NOTICE OF TDR BANK TRUST ACCOUNT TRANSFER TO RECEIVING AREA**

Pursuant to the DRC Trust Agreement (Resolution No. 19-1298), Development Right Certificate No. 1421069196-03-01-24-04 was placed into the City's TDR Bank Trust Account on October 28, 2024, to be held by the City as Trustee for the benefit of the Trustor (CCD Black Diamond Partners, LLC).

On April 30, 2025, the Trustor delivered a written notice to the Trustee (the City) of Trustor's intent to transfer said DRC, or a portion of the development rights evidenced by said DRC, to a specific parcel within the Ten Trails Receiving Area in association with the Final Plat of Ten Trails MPD Phase 1B, Plat A, Division 5 (City File No. PLN25-0024).

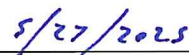
This Notice acknowledges that DRC No. 1421069196-03-01-24-04 (or 4 development rights associated with said DRC) are hereby transferred to Trustor and, pursuant to Trustor's directions, shall be applied to the Ten Trails Receiving Area, specifically Parcel No. 8576171580, in connection with approval of the Final Plat (City File No. PLN25-0024).

Trustor shall be responsible for recording this Notice at Trustor's expense.

Simultaneously with the issuance of this Notice the City shall update the TDR Program Database.

**CITY OF BLACK DIAMOND**

  
\_\_\_\_\_  
By: TDR Program Administrator

  
\_\_\_\_\_  
Date



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

## **NOTICE OF TDR BANK TRUST ACCOUNT TRANSFER TO RECEIVING AREA**

Pursuant to the DRC Trust Agreement (Resolution No. 19-1298), Development Right Certificate No. 1121069028-02-24-23-29 was placed into the City's TDR Bank Trust Account on October 31, 2024, to be held by the City as Trustee for the benefit of the Trustor (CCD Black Diamond Partners, LLC).

On April 30, 2025, the Trustor delivered a written notice to the Trustee (the City) of Trustor's intent to transfer said DRC, or a portion of the development rights evidenced by said DRC, to a specific parcel within the Ten Trails Receiving Area in association with the Final Plat of Ten Trails MPD Phase 1B, Plat A, Division 5 (City File No. PLN25-0024).

This Notice acknowledges that DRC No. 1121069028-02-24-23-29 (or 25 development rights associated with said DRC) are hereby transferred to Trustor and, pursuant to Trustor's directions, shall be applied to the Ten Trails Receiving Area, specifically Parcel No. 8576171580, in connection with approval of the Final Plat (City File No. PLN25-0024).

Trustor shall be responsible for recording this Notice at Trustor's expense.

Simultaneously with the issuance of this Notice the City shall update the TDR Program Database.

**CITY OF BLACK DIAMOND**

  
\_\_\_\_\_  
By: TDR Program Administrator

  
\_\_\_\_\_  
Date



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

## **NOTICE OF TDR BANK TRUST ACCOUNT TRANSFER TO RECEIVING AREA**

Pursuant to the DRC Trust Agreement (Resolution No. 19-1298), Development Right Certificate No. 1421069072-11-02-23-06 was placed into the City's TDR Bank Trust Account on April 8, 2024, to be held by the City as Trustee for the benefit of the Trustor (CCD Black Diamond Partners, LLC).

On April 30, 2025, the Trustor delivered a written notice to the Trustee (the City) of Trustor's intent to transfer said DRC, or a portion of the development rights evidenced by said DRC, to a specific parcel within the Ten Trails Receiving Area in association with the Final Plat of Ten Trails MPD Phase 1B, Plat A, Division 5 (City File No. PLN25-0024).

This Notice acknowledges that DRC No. 1421069072-11-02-23-06 (or 6 development rights associated with said DRC) are hereby transferred to Trustor and, pursuant to Trustor's directions, shall be applied to the Ten Trails Receiving Area, specifically Parcel No. 8576171580, in connection with approval of the Final Plat (City File No. PLN25-0024).

Trustor shall be responsible for recording this Notice at Trustor's expense.

Simultaneously with the issuance of this Notice the City shall update the TDR Program Database.

**CITY OF BLACK DIAMOND**

  
\_\_\_\_\_  
By: TDR Program Administrator

5/27/2025  
\_\_\_\_\_  
Date



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

## **NOTICE OF TDR BANK TRUST ACCOUNT TRANSFER TO RECEIVING AREA**

Pursuant to the DRC Trust Agreement, Resolution No. 19-1298, Resolution No. 24-1632, and BDMC 19.24.055, 210 city DRCs were placed into the City's TDR Bank Trust Account on October 25, 2024, to be held by the City as Trustee for the benefit of the Trustor (CCD Black Diamond Partners, LLC).

On April 30, 2025, the Trustor delivered a written notice to the Trustee (the City) of Trustor's intent to transfer a portion of these 210 development rights to a specific parcel within the Ten Trails Receiving Area in association with the Final Plat of Ten Trails MPD Phase 1B, Plat A, Division 5 (City File No. PLN25-0024).

This Notice acknowledges that 34 development rights are hereby transferred to Trustor and, pursuant to Trustor's directions, shall be applied to the Ten Trails Receiving Area, specifically Parcel No. 8576171580, in connection with approval of the Final Plat (City File No. PLN25-0024).

Trustor shall be responsible for recording this Notice at Trustor's expense.

Simultaneously with the issuance of this Notice the City shall update the TDR Program Database.

**CITY OF BLACK DIAMOND**

By: TDR Program Administrator

5/27/2025  
Date





# TEN TRAILS

## PHASE 1B PLAT A DIVISION 5

PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M.,  
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

### LEGAL DESCRIPTION

(PER FIDELITY NATIONAL TITLE INSURANCE COMPANY, GUARANTEE/CERTIFICATE NO. 25000200-SC, REVISION 1, DATED FEBRUARY 26, 2025 AT 8:00 AM)

TRACTS 933 AND 934 OF TEN TRAILS PHASE 1B PLAT A DIVISION 4, ACCORDING TO THE PLAT THEREOF, FILED IN VOLUME 305 OF PLATE, PAGE 88 THROUGH 98, INCLUSIVE, AND RECORDED DECEMBER 12, 2024 UNDER RECORDING NO. 20241212000390, RECORDS OF KING COUNTY, WASHINGTON.

### EXCEPTIONS NOTED IN TITLE REPORT

(TITLE NOTES CORRESPONDING TO PARAGRAPH NUMBERS FROM SCHEDULE B, PER FIDELITY NATIONAL TITLE INSURANCE COMPANY, GUARANTEE/CERTIFICATE NO. 25000200-SC, REVISION 1, DATED FEBRUARY 26, 2025 AT 8:00 AM)

1.

RIGHTS OF THE PUBLIC, IF ANY, AS TO THE PORTION OF THE PROPERTY LYING WITHIN LAKE SAWYER-BLACK DIAMOND ROAD.
2.

ANY INTEREST IN ANY OIL, GAS AND/OR MINERALS, AS DISCLOSED BY DOCUMENT:

ENTITLED: DEED TO PLUM CREEK TIMBER COMPANY, L.P.

RECORDING DATE: JULY 7, 1989

RECORDING NO.: 8907070390

THE PRESENT OWNERSHIP OR ANY OTHER MATTERS AFFECTING SAID OIL, GAS AND/OR MINERALS ARE NOT SHOWN HEREIN.

SAID DEED WAS CORRECTED BY DEED RECORDED UNDER RECORDING NUMBER 9301152402.

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "CONVEYANCE OF OIL AND GAS RESERVED UNDER DEED TO PLUM CREEK TIMBER COMPANY, L.P." RECORDED JULY 7, 1989 AS RECORDING NUMBER 8907070392.

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "PARTIAL WAIVER OF SURFACE USE RIGHTS" RECORDED JUNE 23, 1992 AS RECORDING NUMBER 9206230401.

NOTE: THE "RESERVED MINERALS" RESERVED BY PCTC, INC. IN THE DEED RECORDED UNDER RECORDING NUMBER 8907070390 AND CONVEYED TO MERIDIAN MINERAL COMPANY UNDER DEED RECORDED UNDER RECORDING NUMBER 8907070391 WERE CONVEYED BY MERIDIAN MINERAL COMPANY TO PLUM CREEK TIMBER COMPANY UNDER DEED RECORDED UNDER RECORDING NUMBER 9112301747, PLUM CREEK TIMBER COMPANY MERGED INTO PLUM CREEK LAND COMPANY AND THE "RESERVED MINERALS" MERGED INTO FEE OWNERSHIP OF THE REAL PROPERTY. PLUM CREEK LAND COMPANY CONVEYED THE ENTIRE FEE INCLUDING THE "RESERVED MINERALS" TO BD VILLAGE PARTNERS LP UNDER DEEDS RECORDED UNDER RECORDING NUMBER 20060922001106, RECORDING NUMBER 20090930002172 AND RECORDING NUMBER 20090930002098.
3.

MITIGATION AGREEMENT

RECORDING DATE: APRIL 22, 2011

RECORDING NO.: 20110422000249
4.

THE VILLAGE MASTER PLANNED DEVELOPMENT AGREEMENT EXECUTED BY: CITY OF BLACK DIAMOND AND BD VILLAGE PARTNERS, L.P.

RECORDING DATE: JANUARY 30, 2012

RECORDING NO.: 20120130000655

AMENDED BY INSTRUMENT(S):

RECORDING DATES: SEPTEMBER 6, 2012, JANUARY 3, 2014, NOVEMBER 12, 2014, DECEMBER 6, 2017, OCTOBER 11, 2018, FEBRUARY 28, 2019, AND MARCH 22, 2024

RECORDING NO. 20120906000762, RECORDING NO. 20120906000763, RECORDING NO. 20140103000655, RECORDING NO. 20141112001375, RECORDING NO. 20171206000581, RECORDING NO. 20181011000280, RECORDING NO. 20181011000281, RECORDING NO. 20190228000492, RECORDING NO. 20190228000493, RECORDING NO. 20220210000586 AND RECORDING NO. 20240322000755
5.

NOTICE OF PAYMENT OBLIGATION

RECORDING DATE: DECEMBER 2, 2015

RECORDING NO.: 20151202000632
6.

COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, ENCROACHMENTS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON CITY OF BLACK DIAMOND LOT LINE ADJUSTMENT NO. PLN16-0016:

RECORDING NO: 20161220900005
7.

EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: KING COUNTY

PURPOSE: REGIONAL WASTEWATER STORAGE FACILITY

RECORDING DATE: AUGUST 15, 2017

RECORDING NO.: 20170815000309

AFFECTS: PORTION OF SAID PREMISES

### EXCEPTIONS NOTED IN TITLE REPORT (CONT.)

8.

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT

RECORDING DATE: NOVEMBER 7, 2017

RECORDING NO.: 20171107001312 .

AMENDED BY INSTRUMENT(S):

RECORDING DATE: DECEMBER 27, 2017, JUNE 19, 2018, JUNE 27, 2018, AUGUST 22, 2019, DECEMBER 31, 2019, DECEMBER 9, 2021 AND JULY 19, 2024

RECORDING NO. 20171227000507, RECORDING NO. 20180619000316, RECORDING NO. 20180627001396, RECORDING NO. 20190822000857, RECORDING NO. 20191231001205, RECORDING NO. 20211209001073, RECORDING NO. 20230214000603, RECORDING NO. 20230531001470, RECORDING NO. 20231211000818 AND RECORDING NO. 20240719000266

LIMITED ASSIGNMENT OF DECLARANT RIGHTS:

ASSIGNEE: LENNAR NORTHWEST, INC., A DELAWARE CORPORATION

RECORDING DATE: DECEMBER 30, 2021

RECORDING NO.: 20211230000845
9.

COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, ENCROACHMENTS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON CITY OF BLACK DIAMOND LOT LINE ADJUSTMENT NO. PLN 21-0077:

RECORDING NO: 20211220900009
10.

AMENDED AND RESTATED COMPREHENSIVE SCHOOL MITIGATION AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:

RECORDING DATE: DECEMBER 14, 2021

RECORDING NO.: 20211214000628
11.

DECLARATION OF BUILDER'S COVENANTS, CONDITIONS AND RESTRICTIONS:

DATED: DECEMBER 29, 2021

GRANTOR (BUILDER): LENNAR NORTHWEST, INC.

GRANTEE (SELLER): CCD BLACK DIAMOND PARTNERS LLC

RECORDING DATE: DECEMBER 29, 2021

RECORDING NO.: 20211230000844
12.

EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: CCD BLACK DIAMOND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY

PURPOSE: TEMPORARY CONSTRUCTION, ACCESS & UTILITY EASEMENTS

RECORDING DATE: JANUARY 7, 2022

RECORDING NO.: 20220107001748

AFFECTS: PORTION OF SAID PREMISES
13.

EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: PUGET SOUND ENERGY, INC.

PURPOSE: UNDERGROUND FACILITIES FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM

RECORDING DATE: APRIL 24, 2024

RECORDING NO.: 20240424000452

AFFECTS: PORTION OF SAID PREMISES

SAID INSTRUMENT REPLACES AND SUPERSEDES THAT EASEMENT RECORDED UNDER RECORDING NO. 20231114000793.
14.

COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, ENCROACHMENTS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON TEN TRAILS PHASE 1B PLAT A DIVISION 4 VOLUME 305 PAGES 88 - 98:

RECORDING NO: 20241212000390
15.

MEMORANDUM OF OPTION AGREEMENT

EXECUTED BY: MILLROSE PROPERTIES WASHINGTON, LLC AND LENNAR NORTHWEST, LLC

RECORDING DATE: FEBRUARY 18, 2025

RECORDING NO.: 20250218000206

ITEM NOS. 16 THROUGH 18, INCLUSIVE, ADDRESS GENERAL AND SPECIAL TAXES, LIABILITY FOR SEWER TREATMENT CAPACITY CHARGES AND UNRECORDED LEASEHOLDS, AND AS SUCH DO NOT PERTAIN TO THIS PLAT.

VOL/PG

### EASEMENT PROVISIONS

PUBLIC UTILITY EASEMENTS ARE HEREBY GRANTED AND CONVEYED, UPON THE RECORDING OF THIS PLAT, TO PUGET SOUND ENERGY, ANY TELEPHONE COMPANY, ANY CABLE TELEVISION COMPANY, ANY BROADBAND OR TELECOMMUNICATIONS COMPANY, CITY OF BLACK DIAMOND AND ITS SUCCESSORS AND ASSIGNS, UNDER AND UPON TRACTS 901, 903, 904, 906, 907, 908, 909, 924, 925, 926, 927, 933, 934, 935 AND 936, ALL LOTS DESIGNATED WITH A STRIP FOR PUBLIC UTILITY EASEMENTS IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES, CATCH BASINS, MANHOLES, CLEANOUTS, WIRES, WATER METERS AND FIRE HYDRANTS WITH ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND-MOUNTED APPURTENANCES THERETO FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, SEWER, STORM, WATER AND OTHER UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS, AND SPACES AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THE LANDS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION. NO LINES OR WIRES FOR TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE OR CABLE TELEVISION SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT OR TRACT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

ALL SINGLE-FAMILY RESIDENTIAL LOTS SHALL BE SUBJECT TO AN EASEMENT 5 FEET IN WIDTH, PARALLEL WITH AND ADJACENT TO ALL INTERIOR SIDE LOT LINES, AND 5 FEET IN WIDTH, PARALLEL WITH AND ADJACENT TO ALL REAR LOT LINES, FOR THE PURPOSE OF PRIVATE STORM DRAINAGE AND WALLS, IN THE EVENT LOT LINES ARE ADJUSTED AFTER THE RECORDING OF THIS PLAT. THE EASEMENTS SHALL MOVE WITH THE ADJUSTED LOT LINES. MAINTENANCE OF ALL PRIVATE DRAINAGE EASEMENTS ON THIS PLAT SHALL BE THE RESPONSIBILITY OF ALL LOTS DERIVING BENEFIT FROM SAID EASEMENT. NO STRUCTURES OTHER THAN FENCES AND EAVE OVERHANGS SHALL BE CONSTRUCTED WITHIN THESE EASEMENTS.

### RESTRICTIONS

1.

FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHTS-OF-WAY TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS, PRIOR TO MAKING ANY ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THE PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER
2.

NO LOT OR PORTION OF A LOT IN THIS PLAT SHALL BE DIVIDED AND SOLD OR RESOLD OR OWNERSHIP CHANGED OR TRANSFERRED WHEREBY THE OWNERSHIP OF ANY PORTION OF THIS PLAT SHALL BE LESS THAN THE AREA REQUIRED FOR THE USE DISTRICT IN WHICH LOCATED.
3.

DECORATIVE TYPE ENTRY SIGNS EITHER FOR BEAUTIFICATION OR ADVERTISEMENT OF THIS PLAT SHALL NOT UNDER ANY CIRCUMSTANCES BE PLACED IN PUBLIC RIGHT OF WAY.
4.

THE PRIVATE STORM DRAINAGE EASEMENTS ARE HEREBY GRANTED TO THE OWNERS OF ALL LOTS THAT BENEFIT FROM THE EASEMENT FOR MAINTENANCE OF THE PRIVATE STORM DRAINAGE, FACILITIES WHICH LIE WITHIN THE EASEMENT AREA, EXCEPT THAT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM DRAINAGE APPARATUS LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT OWNER'S LOT WHICH SHOULD INCLUDE ACCESS AND MAINTENANCE OBLIGATIONS ON ALL OF THE MUTUALLY BURDENED AND BENEFITED PROPERTIES. EAVE OVERHANGS, PATIOS, AND FENCES SHALL BE ALLOWED WITHIN THE EASEMENT AREA.

### MONUMENT NOTE

PROPERTY CORNERS SHALL BE SET AS FOLLOWS UNLESS OTHERWISE NOTED:

1.

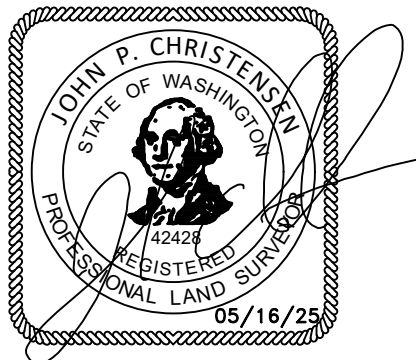
ALL TRACT CORNERS ARE SET WITH 1/2" X 24" REBAR WITH CAP STAMPED "DEA 42428".
2.

ALL TACK IN LEAD WITH WASHERS ARE SET ON THE STREETWARD PROJECTION OF THE LATERAL LOT OR LOT/TRACT LINES.
3.

SET 1/2" X 24" REBAR WITH CAP STAMPED "DEA 42428" AT ALL SIDE AND REAR LOT CORNERS.

### INSTRUMENTATION NOTE

PRIMARY CONTROL POINTS AND ACCESSIBLE MONUMENT POSITIONS WERE FIELD MEASURED UTILIZING GLOBAL POSITIONING SYSTEM (GPS) SURVEY TECHNIQUES USING TRIMBLE R10 GNSS EQUIPMENT. MONUMENT POSITIONS THAT WERE NOT DIRECTLY OBSERVED USING GPS SURVEY TECHNIQUES WERE TIED INTO THE CONTROL POINTS UTILIZING TRIMBLE VX SPATIAL STATION FOR THE MEASUREMENT OF BOTH ANGLES AND DISTANCES. PROCEDURES USED IN THIS SURVEY WERE FIELD TRAVERSE, MEETING OR EXCEEDING STANDARDS SET BY WAC 332-130-090.



## TEN TRAILS PHASE 1B PLAT A DIVISION 5

CITY OF BLACK DIAMOND,  
KING COUNTY, WASHINGTON



**DAVID EVANS  
AND ASSOCIATES INC.**  
20300 Woodinville Snohomish Rd NE  
Suite A • Woodinville, WA 98072  
p: 425 415 2000 f: 425 486 5059

JOB NO. LENNLNW0002  
SHEET 2 OF 11



# TEN TRAILS

## PHASE 1B PLAT A DIVISION 5

PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M.,  
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

VOL/PG

### CITY OF BLACK DIAMOND CONDITIONS

#### MINE WORKING WARNING:

WARNING: THE CITY OF BLACK DIAMOND OVERLIES NUMEROUS MINE SHAFTS, TUNNELS, AND OTHER WORKINGS, THE EXACT LOCATION, DEPTH, AND SIZE OF WHICH ARE UNKNOWN. THE LAND ENCOMPASSED BY THIS SUBDIVISION MAY OR MAY NOT OVERLIE SUCH A WORKINGS. IN APPROVING THIS SUBDIVISION, THE CITY OF BLACK DIAMOND MAKES NO REPRESENTATIONS AND ASSUMES NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO THE SUITABILITY OF THIS SITE FOR THE DEVELOPMENT CONTEMPLATED OR THE SUITABILITY OR INTEGRITY OF THE SUBSOIL AGAINST SUBSIDENCE OR COLLAPSE.

#### APPROVED MPD STATEMENT:

THIS PLAT IS PART OF AN APPROVED MASTER PLANNED DEVELOPMENT (MPD). ALL DEVELOPMENT AND CONSTRUCTION WITHIN THIS PLAT MUST BE CONSISTENT WITH THE APPLICABLE REQUIREMENTS OF THE MPD DEVELOPMENT AGREEMENT, MPD DESIGN STANDARDS, AND MITIGATION REQUIREMENTS.

#### GENERAL NOTES:

1) UNLESS OTHERWISE NOTED WITHIN THIS PLAT, ALL WATER AND SEWER PIPELINES WILL BE PUBLICLY OWNED AND OPERATED AND WILL BE WITHIN DEDICATED EASEMENT OR RIGHT OF WAY. STORMWATER PIPELINES MAY BE PRIVATELY OWNED AS LONG AS THE AREA SERVED BY THE PIPELINE IS ENTITLED BY EASEMENT AND OWNED BY THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION.

2) WATER CAPITAL FACILITY CHARGES AND SEWER CAPITAL FACILITY CHARGES SHALL NOT BE IMPOSED FOR DEVELOPMENT IN THIS PLAT.

3) MPD CONDITIONS OF APPROVAL: IN THE EVENT THAT THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION FAILS TO PERFORM ANY MAINTENANCE OF PRIVATE ALLEY AS REQUIRED BY SECTION 5.5.7 OF THE VILLAGES MPD DEVELOPMENT AGREEMENT AND, AS A RESULT, THE CITY OF BLACK DIAMOND PERFORMS SAID MAINTENANCE, THE LOT OWNERS OF THE PLAT ACKNOWLEDGE AND AGREE ON BEHALF OF THEMSELVES AND ALL SUCCESSORS AND ASSIGNS THAT, IF NOT PAID WITHIN THIRTY (30) DAYS OF INVOICING BY THE CITY, THE CITY'S TOTAL COST ARISING FROM THE CITY'S PERFORMANCE OF SAID REQUIRED PRIVATE ALLEY OR AUTO COURT PLUS ANY PENALTIES AND INTEREST THEREON AS PROVIDED BY THE VILLAGES MPD DEVELOPMENT AGREEMENT RECORDED UNDER KING COUNTY RECORDING NO. 20120130000655 SHALL BE A LIEN AGAINST ALL PROPERTY, INCLUDING INDIVIDUAL LOTS, WITHIN THIS PLAT, AND SAID LIEN MAY BE FORECLOSED IN THE SAME MANNER PROVIDED FOR THE FORECLOSURE OF LIENS FOR UNPAID SEWER RATES AND CHARGES SET FORTH IN RCW 35.67.220 - .280, AS AMENDED.

4) MPD CONDITIONS OF APPROVAL: IN THE EVENT THAT THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION FAILS TO PERFORM ANY MAINTENANCE OF STREET-SIDE LANDSCAPING FEATURE AS REQUIRED BY SECTION 5.5.7 OF THE VILLAGES MPD DEVELOPMENT AGREEMENT AND, AS A RESULT, THE CITY OF BLACK DIAMOND PERFORMS SAID MAINTENANCE, THE LOT OWNERS OF THE PLAT ACKNOWLEDGE AND AGREE ON BEHALF OF THEMSELVES AND ALL SUCCESSORS AND ASSIGNS THAT, IF NOT PAID WITHIN THIRTY (30) DAYS OF INVOICING BY THE CITY, THE CITY'S TOTAL COST ARISING FROM THE CITY'S PERFORMANCE OF SAID REQUIRED LANDSCAPING MAINTENANCE PLUS ANY PENALTIES AND INTEREST THEREON AS PROVIDED BY THE VILLAGES MPD DEVELOPMENT AGREEMENT RECORDED UNDER KING COUNTY RECORDING NO. 20120130000655 SHALL BE A LIEN AGAINST ALL PROPERTY, INCLUDING INDIVIDUAL LOTS, WITHIN THIS PLAT, AND SAID LIEN MAY BE FORECLOSED IN THE SAME MANNER PROVIDED FOR THE FORECLOSURE OF LIENS FOR UNPAID SEWER RATES AND CHARGES SET FORTH IN RCW 35.67.220 - .280, AS AMENDED.

5) ANY STRUCTURE (INCLUDING RETAINING WALLS 4 FEET OR TALLER) ADJACENT TO A SENSITIVE AREAS SETBACK SHALL COMPLY WITH THE CITY OF BLACK DIAMOND SENSITIVE AREAS ORDINANCE AS FOUND IN EXHIBIT E OF THE VILLAGES MPD DEVELOPMENT AGREEMENT.

### LOT AREAS

| LOT NO. | AREA     | LOT NO. | AREA     | LOT NO. | AREA     | LOT NO. | AREA     |
|---------|----------|---------|----------|---------|----------|---------|----------|
| 1       | 2,010 SF | 30      | 1,040 SF | 59      | 3,605 SF | 88      | 2,700 SF |
| 2       | 1,040 SF | 31      | 1,040 SF | 60      | 4,018 SF | 89      | 2,695 SF |
| 3       | 1,040 SF | 32      | 2,208 SF | 61      | 3,814 SF | 90      | 4,157 SF |
| 4       | 1,751 SF | 33      | 4,098 SF | 62      | 3,935 SF | 91      | 3,941 SF |
| 5       | 1,780 SF | 34      | 4,802 SF | 63      | 4,056 SF | 92      | 4,253 SF |
| 6       | 1,083 SF | 35      | 3,840 SF | 64      | 4,178 SF | 93      | 3,872 SF |
| 7       | 1,103 SF | 36      | 3,840 SF | 65      | 4,299 SF | 94      | 6,872 SF |
| 8       | 2,178 SF | 37      | 3,840 SF | 66      | 6,189 SF | 95      | 4,770 SF |
| 9       | 2,178 SF | 38      | 4,800 SF | 67      | 4,082 SF | 96      | 3,675 SF |
| 10      | 1,103 SF | 39      | 3,840 SF | 68      | 3,400 SF | 97      | 3,675 SF |
| 11      | 1,083 SF | 40      | 3,840 SF | 69      | 3,400 SF | 98      | 3,675 SF |
| 12      | 1,780 SF | 41      | 3,841 SF | 70      | 3,400 SF | 99      | 3,675 SF |
| 13      | 1,774 SF | 42      | 5,368 SF | 71      | 4,881 SF | 100     | 3,661 SF |
| 14      | 1,076 SF | 43      | 4,424 SF | 72      | 6,133 SF | 101     | 3,811 SF |
| 15      | 1,097 SF | 44      | 3,611 SF | 73      | 4,234 SF | 102     | 3,712 SF |
| 16      | 2,166 SF | 45      | 4,087 SF | 74      | 4,041 SF | 103     | 3,687 SF |
| 17      | 1,962 SF | 46      | 4,033 SF | 75      | 4,335 SF | 104     | 3,687 SF |
| 18      | 1,044 SF | 47      | 3,613 SF | 76      | 2,715 SF | 105     | 3,687 SF |
| 19      | 1,043 SF | 48      | 3,600 SF | 77      | 2,700 SF | 106     | 3,687 SF |
| 20      | 1,756 SF | 49      | 4,050 SF | 78      | 2,700 SF | 107     | 3,596 SF |
| 21      | 1,950 SF | 50      | 3,600 SF | 79      | 2,700 SF | 108     | 5,781 SF |
| 22      | 1,040 SF | 51      | 3,600 SF | 80      | 2,700 SF | 109     | 5,389 SF |
| 23      | 1,040 SF | 52      | 4,050 SF | 81      | 2,700 SF | 110     | 4,800 SF |
| 24      | 1,755 SF | 53      | 3,600 SF | 82      | 2,700 SF | 111     | 4,800 SF |
| 25      | 1,755 SF | 54      | 3,600 SF | 83      | 2,700 SF | 112     | 4,800 SF |
| 26      | 1,040 SF | 55      | 3,600 SF | 84      | 2,700 SF | 113     | 4,800 SF |
| 27      | 1,040 SF | 56      | 3,600 SF | 85      | 2,738 SF | 114     | 4,800 SF |
| 28      | 2,073 SF | 57      | 4,032 SF | 86      | 2,700 SF | 115     | 4,832 SF |
| 29      | 1,768 SF | 58      | 3,595 SF | 87      | 2,700 SF |         |          |

### LOT ADDRESS TABLE

| LOT NO. | STREET NAME       | ADDRESS | LOT NO. | STREET NAME      | ADDRESS | LOT NO. | STREET NAME       | ADDRESS |
|---------|-------------------|---------|---------|------------------|---------|---------|-------------------|---------|
| 1       | PACIFIC AVENUE SE | 32208   | 40      | SE SHORE STREET  | 22850   | 79      | SE YEW STREET     | 22867   |
| 2       | PACIFIC AVENUE SE | 32206   | 41      | SE SHORE STREET  | 22838   | 80      | SE YEW STREET     | 22871   |
| 3       | PACIFIC AVENUE SE | 32204   | 42      | SE SHORE STREET  | 22826   | 81      | SE YEW STREET     | 22879   |
| 4       | PACIFIC AVENUE SE | 32202   | 43      | MYRTLE AVENUE SE | 32041   | 82      | SE YEW STREET     | 22881   |
| 5       | PACIFIC AVENUE SE | 32190   | 44      | MYRTLE AVENUE SE | 32055   | 83      | SE YEW STREET     | 22893   |
| 6       | PACIFIC AVENUE SE | 32188   | 45      | MYRTLE AVENUE SE | 32069   | 84      | SE YEW STREET     | 22903   |
| 7       | PACIFIC AVENUE SE | 32186   | 46      | MYRTLE AVENUE SE | 32077   | 85      | SE YEW STREET     | 22909   |
| 8       | PACIFIC AVENUE SE | 32184   | 47      | MYRTLE AVENUE SE | 32091   | 86      | SE YEW STREET     | 22915   |
| 9       | PACIFIC AVENUE SE | 32178   | 48      | MYRTLE AVENUE SE | 32103   | 87      | SE YEW STREET     | 22921   |
| 10      | PACIFIC AVENUE SE | 32176   | 49      | MYRTLE AVENUE SE | 32119   | 88      | SE YEW STREET     | 22933   |
| 11      | PACIFIC AVENUE SE | 32174   | 50      | MYRTLE AVENUE SE | 32127   | 89      | SE YEW STREET     | 22939   |
| 12      | PACIFIC AVENUE SE | 32172   | 51      | MYRTLE AVENUE SE | 32143   | 90      | GRAND AVENUE SE   | 32168   |
| 13      | PACIFIC AVENUE SE | 32160   | 52      | MYRTLE AVENUE SE | 32151   | 91      | GRAND AVENUE SE   | 32150   |
| 14      | PACIFIC AVENUE SE | 32158   | 53      | MYRTLE AVENUE SE | 32167   | 92      | GRAND AVENUE SE   | 32140   |
| 15      | PACIFIC AVENUE SE | 32156   | 54      | MYRTLE AVENUE SE | 32179   | 93      | GRAND AVENUE SE   | 32132   |
| 16      | PACIFIC AVENUE SE | 32154   | 55      | MYRTLE AVENUE SE | 32193   | 94      | GRAND AVENUE SE   | 32110   |
| 17      | PACIFIC AVENUE SE | 32148   | 56      | MYRTLE AVENUE SE | 32203   | 95      | SE FERRY STREET   | 22959   |
| 18      | PACIFIC AVENUE SE | 32146   | 57      | MYRTLE AVENUE SE | 32130   | 96      | SE FERRY STREET   | 22971   |
| 19      | PACIFIC AVENUE SE | 32144   | 58      | MYRTLE AVENUE SE | 32120   | 97      | SE FERRY STREET   | 22979   |
| 20      | PACIFIC AVENUE SE | 32142   | 59      | MYRTLE AVENUE SE | 32106   | 98      | SE FERRY STREET   | 22987   |
| 21      | PACIFIC AVENUE SE | 32122   | 60      | MYRTLE AVENUE SE | 32088   | 99      | SE FERRY STREET   | 22995   |
| 22      | PACIFIC AVENUE SE | 32124   | 61      | SE SHORE STREET  | 22859   | 100     | SE FERRY STREET   | 23003   |
| 23      | PACIFIC AVENUE SE | 32126   | 62      | SE SHORE STREET  | 22859   | 101     | PACIFIC AVENUE SE | 32125   |
| 24      | PACIFIC AVENUE SE | 32128   | 63      | SE SHORE STREET  | 22877   | 102     | PACIFIC AVENUE SE | 32133   |
| 25      | PACIFIC AVENUE SE | 32112   | 64      | SE SHORE STREET  | 22885   | 103     | PACIFIC AVENUE SE | 32149   |
| 26      | PACIFIC AVENUE SE | 32114   | 65      | SE SHORE STREET  | 22901   | 104     | PACIFIC AVENUE SE | 32157   |
| 27      | PACIFIC AVENUE SE | 32116   | 66      | SE SHORE STREET  | 22913   | 105     | PACIFIC AVENUE SE | 32165   |
| 28      | PACIFIC AVENUE SE | 32118   | 67      | GRAND AVENUE SE  | 32109   | 106     | PACIFIC AVENUE SE | 32181   |
| 29      | PACIFIC AVENUE SE | 32098   | 68      | GRAND AVENUE SE  | 32129   | 107     | PACIFIC AVENUE SE | 32189   |
| 30      | PACIFIC AVENUE SE | 32100   | 69      | GRAND AVENUE SE  | 32141   | 108     | SE OAK STREET     | 22950   |
| 31      | PACIFIC AVENUE SE | 32102   | 70      | GRAND AVENUE SE  | 32159   | 109     | SE OAK STREET     | 22936   |
| 32      | PACIFIC AVENUE SE | 32104   | 71      | GRAND AVENUE SE  | 32169   | 110     | SE OAK STREET     | 22918   |
| 33      | SE SHORE STREET   | 22928   | 72      | SE YEW STREET    | 22890   | 111     | SE OAK STREET     | 22906   |
| 34      | SE SHORE STREET   | 22916   | 73      | SE YEW STREET    | 22878   | 112     | SE OAK STREET     | 22888   |
| 35      | SE SHORE STREET   | 22904   | 74      | SE YEW STREET    | 22872   | 113     | SE OAK STREET     | 22876   |
| 36      | SE SHORE STREET   | 22898   | 75      | SE YEW STREET    | 22860   | 114     | SE OAK STREET     | 22866   |
| 37      | SE SHORE STREET   | 22880   | 76      | SE YEW STREET    | 22833   | 115     | SE OAK STREET     | 22844   |
| 38      | SE SHORE STREET   | 22874   | 77      | SE YEW STREET    | 22845   |         |                   |         |
| 39      | SE SHORE STREET   | 22862   | 78      | SE YEW STREET    | 22853   |         |                   |         |

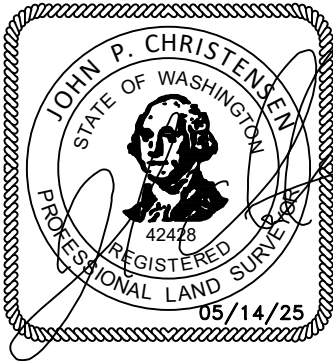
### TRACT AREAS

| TRACT | AREA      | USE                                      | TYPE OF PARK | GRANTED AND CONVEYED TO                   |
|-------|-----------|------------------------------------------|--------------|-------------------------------------------|
| 901   | 1,387 SF  | LANDSCAPE, PEDESTRIAN ACCESS AND UTILITY |              | TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION |
| 903   | 729 SF    | LANDSCAPE AND PEDESTRIAN ACCESS          |              | TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION |
| 904   | 1,587 SF  | ACCESS AND UTILITY                       |              | TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION |
| 906   | 10,740 SF | ACCESS AND UTILITY                       |              | TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION |
| 907   | 7,481 SF  | LANDSCAPE, PEDESTRIAN ACCESS AND UTILITY |              | TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION |
| 908   | 6,888 SF  | ACCESS, UTILITY AND PEDESTRIAN ACCESS    |              | TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION |
| 909   | 5,649 SF  | LANDSCAPE AND UTILITY                    |              | TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION |
| 924   | 783 SF    | LANDSCAPE AND UTILITY                    |              | TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION |
| 925   | 1,301 SF  | LANDSCAPE AND UTILITY                    |              | TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION |
| 926   | 1,010 SF  | LANDSCAPE AND UTILITY                    |              | TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION |
| 927   | 1,064 SF  | LANDSCAPE AND UTILITY                    |              | TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION |
| 933   | 3,464 SF  | FUTURE DEVELOPMENT                       |              | MILLROSE PROPERTIES WASHINGTON, LLC       |
| 934   | 7,397 SF  | FUTURE DEVELOPMENT                       |              | MILLROSE PROPERTIES WASHINGTON, LLC       |
| 935   | 42,091 SF | FUTURE DEVELOPMENT                       |              | MILLROSE PROPERTIES WASHINGTON, LLC       |
| 936   | 11,895 SF | FUTURE DEVELOPMENT                       |              | MILLROSE PROPERTIES WASHINGTON, LLC       |

### ADDRESSING NOTE

ADDRESSES FOR INDIVIDUAL LOTS HAVE BEEN SHOWN ON THIS PLAT PURSUANT TO BDMC 17.20.020 OF THE VESTED CODE, BUT THESE ADDRESSES WERE ASSIGNED WITHOUT BUILDING OR SITE PLANS AVAILABLE FOR EACH LOT. ANY ADDRESS CHANGES REQUIRED SUBSEQUENT TO RECORDING OF THIS FINAL PLAT SHALL NOT CONSTITUTE A PLAT ALTERATION AS DEFINED IN BDMC 17.20.090.B. OF THE VESTED CODE. REFER TO THE CITY OF BLACK DIAMOND (OR ITS SUCCESSOR AGENCY) BUILDING OR PLANNING DEPARTMENT RECORD ADDRESSES TO CONFIRM BUILDING ADDRESSES.

CITY OF BLACK DIAMOND FILE NO. PLN25-0024



## TEN TRAILS PHASE 1B PLAT A DIVISION 5

CITY OF BLACK DIAMOND,  
KING COUNTY, WASHINGTON



**DAVID EVANS  
AND ASSOCIATES INC.**  
20300 Woodinville Snohomish Rd NE  
Suite A • Woodinville, WA 98072  
p: 425 415 2000 f: 425 486 5059

JOB NO. LENNLNW0002  
SHEET 3 OF 11

VOL/PG

# TEN TRAILS

## PHASE 1B PLAT A DIVISION 5

PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M.,  
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

VOL/PG

### CONSERVATION EASEMENT DEED PARTIAL RELINQUISHMENT

THE CITY OF BLACK DIAMOND AND MILLROSE PROPERTIES WASHINGTON, LLC, HEREBY AMEND THOSE CERTAIN CONSERVATION EASEMENT DEEDS RECORDED UNDER KING COUNTY RECORDING NOS. 20060323001818 ("CED1"), 20060323001819 ("CED2") AND 20100106000723 ("CED3") AS FOLLOWS:

TRACTS 901, 903, 907, 909, 924, 925, 926 AND 927 ARE LANDSCAPED AREAS CONSISTING OF 19,404 SQUARE FEET. SAID TRACTS PROTECT AND CONSERVE THE CONSERVATION VALUES IDENTIFIED IN CED1 PARAGRAPH 2.3 BY ENHANCING THE VALUE TO THE PUBLIC OF ABUTTING OR NEIGHBORING PARKS OR OTHER OPEN SPACE.

THE APPLICABLE OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE PRESERVATION AND PROTECTION OF THE CONSERVATION VALUES OF THE CONSERVATION ZONE ESTABLISHED HEREBY, AND THE CITY OF BLACK DIAMOND SHALL HAVE THE RIGHT TO ENFORCE SUCH PRESERVATION AND PROTECTION, PURSUANT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION AS RECORDED UNDER KING COUNTY RECORDING NO. 20171107001312 AND AS AMENDED BY KING COUNTY RECORDING NOS, 20171227000507, 20180619000316, 20180627001396, 20190822000857, 20191231001205 AND 20211209001073.

THE CITY OF BLACK DIAMOND HEREBY TERMINATES AND RELEASES ALL OF ITS RIGHTS, TITLE AND INTEREST IN CED3 WITH RESPECT TO ALL PROPERTY IN THE PLAT NOT EXPRESSLY ESTABLISHED AS CONSERVATION ZONES HEREIN. THIS RELEASE IS INTENDED TO REMOVE CED3 FROM TITLE TO ALL PROPERTY IN THE PLAT NOT EXPRESSLY ESTABLISHED AS CONSERVATION ZONES HEREIN. THIS AMENDMENT AND RELEASE IS AN ADDENDUM TO CED3.

UPON RECORDING OF THIS AMENDMENT AND RELEASE, THE TOTAL SIZE OF THE CONSERVATION ZONES ESTABLISHED WITHIN THE PLAT AND THE REMAINING MINIMUM SIZE OF CONSERVATION ZONES TO BE ESTABLISHED SUBSEQUENTLY ARE AS FOLLOWS:

| SOURCE OF REQUIREMENT:<br>TABLE 9-1 OF THE VILLAGES DEVELOPMENT AGREEMENT | TOTAL CZ ACREAGE REQUIRED | TOTAL CZ ACREAGE ESTABLISHED BY PREVIOUS PLATS OF TEN TRAILS                                                                                                                                                                                                                                                                                                                                              | CZ ACREAGE REMAINING LESS PREVIOUS PLATS | TOTAL CZ ACREAGE ESTABLISHED BY THIS PLAT OF TEN TRAILS | REMAINING MINIMUM CZ ACREAGE TO BE ESTABLISHED BY FUTURE PLATS WITHIN THE WEST ANNEXATION AREA |
|---------------------------------------------------------------------------|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|---------------------------------------------------------|------------------------------------------------------------------------------------------------|
| CED 1                                                                     | 63.3 ACRES                | 7.44 (PP1A DIV 1)<br>0.37 (PH2, PLAT C, DIV 1)<br>1.93 (PP1A DIV 2)<br>1.14 (V-13)<br>6.77 (PP1A, DIVS 3-5 AND 8)<br>3.74 (PH2, PLAT C, DIV 2)<br>1.55 (V-24)<br>5.53 (PLAT 2A, DIVS 1-3)<br>3.26 (PLAT 2A, DIV 4)<br>0.26 (PP1A, DIV 6)<br>0.78 (PLAT 2A, DIV 5)<br>1.70 (PLAT 2E)<br>0.05 (PLAT 2D, DIV 1)<br>1.47 (PLAT 2D, DIV 2)<br>2.18 (PH1B, PLAT A, DIVS 1-3, 7-9)<br>1.77 (PH1B, PLAT A, DIV 4) | 23.36 ACRES                              | 0.45 ACRES                                              | 22.91 ACRES                                                                                    |
| CED 2                                                                     | 91 ACRES                  | 2.11 (PH2, PLAT C, DIV 1)<br>92.66 (PH2, PLAT C, DIV 2)<br>1.12 (PLAT 2E)<br>0.92 (PLAT 2D, DIV 1)<br>0.17 (PLAT 2D, DIV 2)<br>1.00 (PLAT 2D, DIV 4)                                                                                                                                                                                                                                                      | 0 ACRES*                                 | 0 ACRES                                                 | 0 ACRES                                                                                        |
| CED 3                                                                     | 197.87 ACRES              | 2.34 (PLAT 2D, DIV 1)<br>0.08 (PLAT 2D, DIV 3)<br>8.57 (PLAT 2D, DIV 4)<br>0.76 (PLAT 2F, DIV 1 AND 2)<br>6.79 (PLAT 2F, DIV 3, 4 AND 6)                                                                                                                                                                                                                                                                  | 179.33 ACRES                             | 0 ACRES                                                 | 179.33 ACRES                                                                                   |

\* AN EXCESS OF 6.98 CONSERVATION ZONE ACRES LYING WITHIN CED 2 HAS PREVIOUSLY BEEN RECORDED.

### CONDITIONS FOR FINAL PLAT

- PRELIMINARY PLAT PHASE 1B PLAT A CONDITION #6: THE PROPONENT SHALL MAINTAIN OPERATION OF THE NOISE CONTROL "HOTLINE" TO ALLOW NEIGHBORS AFFECTED BY NOISE TO CONTACT BOTH THE CITY AND THE CONSTRUCTION CONTRACTOR TO ASK QUESTIONS OR TO COMPLAIN ABOUT VIOLATIONS OF THE NOISE REDUCTION PROGRAM PER CONDITION OF APPROVAL #41 OF THE VILLAGES MPD PERMIT.
- PRELIMINARY PLAT PHASE 1B PLAT A CONDITION #7: INFRASTRUCTURE IMPROVEMENTS SHALL BE CONSTRUCTED AS REQUIRED BY THE VILLAGES DEVELOPMENT AGREEMENT SECTION 11: PROJECT PHASING, APPLICABLE IMPLEMENTING PROJECT CONDITIONS OF APPROVAL, AND APPLICABLE SEPA MITIGATION MEASURES.
- PRELIMINARY PLAT PHASE 1B PLAT A CONDITION #8: ALL ROADWAY WIDTHS SHALL MEET THE MINIMUM WIDTH REQUIREMENTS FOR FIRE ACCESS.
- PRELIMINARY PLAT PHASE 1B PLAT A CONDITION #9: ALL INTERSECTION TURNING RADII SHALL MEET THE MINIMUM RADIUS REQUIREMENTS.
- PRELIMINARY PLAT PHASE 1B PLAT A CONDITION #14: AT THE TIME OF BUILDING PERMIT APPLICATION, STRUCTURES WILL BE REQUIRED TO EITHER HAVE REQUIRED FIRE FLOW AVAILABLE OR TO HAVE A FIRE SPRINKLER SYSTEM INSTALLED TO ALLOW FOR A REDUCTION IN REQUIRED FIRE FLOW.
- PRELIMINARY PLAT PHASE 1B PLAT A CONDITION #15: ALL ALLEYS SHALL BE POSTED "NO-PARKING" WITH SIGNAGE ACCORDING TO THE INTERNATIONAL FIRE CODE; PROVISIONS FOR ENFORCEMENT OF THESE NO PARKING ZONES SHALL BE DEFINED AND ACCEPTED BY THE DESIGNATED OFFICIAL PRIOR TO FINAL PLAT APPROVAL.
- PRELIMINARY PLAT PHASE 1B PLAT A CONDITION #18: PRIOR TO FINAL PLAT APPROVAL, THE APPLICANT SHALL SUBMIT COVENANTS, CONDITIONS AND RESTRICTIONS (CCRS) FOR REVIEW AND APPROVAL BY THE DESIGNATED OFFICIAL.
- PRELIMINARY PLAT PHASE 1B PLAT A CONDITION #19: THE MASTER DEVELOPER SHALL COMPLY WITH EXHIBIT Q (MAPLE VALLEY TRANSPORTATION MITIGATION AGREEMENT) OF TV DA.
- PRELIMINARY PLAT PHASE 1B PLAT A CONDITION #20: THE MASTER DEVELOP SHALL COMPLY WITH EXHIBIT R (COVINGTON TRANSPORTATION MITIGATION AGREEMENT) OF TV DA.
- PRELIMINARY PLAT PHASE 1B PLAT A CONDITION #21: TRACTS 901-936 SHALL BE OWNED AND MAINTAINED BY THE MASTER DEVELOPER (M.D.) OR APPLICABLE OWNERS ASSOCIATION (A.O.A.).
- PRELIMINARY PLAT PHASE 1B PLAT A CONDITION #29: THE 20% CUT/FILL LIMIT IMPOSED BY MPD CONDITION #110 SHALL BE CALCULATED USING THE ENTIRE PHASE 1B PLAT A PRELIMINARY PLAT AREA SHOWN IN THIS APPLICATION. THIS WILL REMAIN IN EFFECT EVEN IF UTILITY PERMIT SUBMITTALS ARE FOR A SMALLER AREA OR A PORTION OF THE PLATTED AREA. ALL UTILITY PERMITS MUST INCLUDE THE CUT/FILL BALANCE SHOWN IN THAT PARTICULAR APPLICATION AND THE OVERALL CUT/FILL BALANCE USING THE ENTIRE PHASE 1B PLAT A PRELIMINARY PLAT AREA (ASSUMING THEY ARE DIFFERENT).
- PRELIMINARY PLAT PHASE 1B PLAT A CONDITION #30: PURSUANT TO TV DA SECTION 5.2.1(A), THE MINIMUM LOT SIZE FOR DETACHED SINGLE-FAMILY RESIDENTIAL DEVELOPMENT IS 2,200 SQUARE FEET. RESIDENTIAL LOTS WITH AN AREA LESS THAN 2,200 SQUARE FEET WILL BE REQUIRED TO PROVIDE EITHER ATTACHED SINGLE-FAMILY RESIDENTIAL DEVELOPMENT OR MULTI-FAMILY RESIDENTIAL DEVELOPMENT.
- PRELIMINARY PLAT PHASE 1B PLAT A CONDITION #32: PURSUANT TO TV DA 4.9, THE CITY WILL NOT ISSUE UTILITY PERMITS FOR ANY ROAD OR STORMWATER IMPROVEMENTS FOR ANY DIVISION EXCEEDING THE BASE DENSITY OF PHASE 1B (ESTABLISHED IN TV DA TABLE 4-9) UNTIL THE MASTER DEVELOPER HAS DEMONSTRATED OWNERSHIP OF TDRS NEEDED FOR THE REQUESTED DENSITY OF THAT DIVISION.
- PRELIMINARY PLAT PHASE 1B PLAT A CONDITION #33: PURSUANT TO TV DA 4.0, NO FINAL PLATS EXCEEDING THE BASE DENSITY OF PHASE 1B (ESTABLISHED IN TV DA TABLE 4-9) WILL BE PROCESSED OR APPROVED UNTIL THE MASTER DEVELOPER HAS ACQUIRED TITLE TO THE NEEDED TDRS AND THEY HAVE BEEN ASSIGNED BY THE MASTER DEVELOPER TO APPLICABLE DIVISIONS OF THE PLAT.
- THE VILLAGES MPD DEVELOPMENT AGREEMENT SECTION 7.4.4.A.3: PURSUANT TO CONDITION OF APPROVAL NO. 68 OF THE MPD PERMIT APPROVAL, GALVANIZED AND COPPER AND SIMILAR ROOF AND GUTTER MATERIALS, AS WELL AS ROOF TREATMENTS SUCH AS CHEMICAL MOSS KILLERS ARE PROHIBITED FOR ANY ROOFTOP DRAINING DIRECTLY TO WETLANDS, STREAMS, OR THEIR ASSOCIATED BUFFERS WITHOUT TREATMENT. STORMWATER FROM NON-COPPER OR NON-GALVANIZED ROOFTOPS DOES NOT REQUIRE WATER QUALITY TREATMENT PRIOR TO INFILTRATION OR DISCHARGE UNLESS COMBINED WITH STORMWATER FROM POLLUTION GENERATING SURFACES.

### INFRASTRUCTURE IMPROVEMENT TIMING

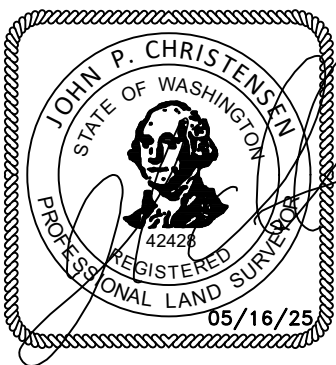
(INFRASTRUCTURE IMPROVEMENTS SHALL BE CONSTRUCTED AS REQUIRED BY THE VILLAGES DEVELOPMENT AGREEMENT SECTION 11: PROJECT PHASING, INCLUDING - BUT NOT LIMITED TO - THE FOLLOWING ITEMS.)

| PROJECT IDENTIFICATION | DESCRIPTION                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                  |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COMMUNITY CONNECTOR    | EXTEND COMMUNITY CONNECTOR IN SEVERAL PHASES FROM END OF CONSTRUCTION IN PHASE 1A, NEAR INTERSECTION OF VILLAGES PARKWAY SE AND SE DOGWOOD STREET, INCLUDING APPROXIMATELY 2,800 LINEAR FEET OF ROADWAY. | CONSTRUCTED IN PHASES AS NECESSARY TO PROVIDE ACCESS TO EACH PHASE 2 PLAT THAT TAKES ACCESS FROM THE COMMUNITY CONNECTOR. EACH PHASE OF CONSTRUCTION WILL BE COMPLETED THROUGH THE INTERSECTION OF THE STREET THAT PROVIDES ACCESS TO EACH PHASE 2 PLAT WITHIN THE VILLAGES MPD. |
| SR 169/BAKER STREET    | FIRST PHASE: CONSTRUCT AN EASTBOUND-TO-NORTHBOUND REFUGE/MERGE LANE AND A NORTHBOUND LEFT TURN LANE<br><br>FINAL PHASE: SIGNALIZE INTERSECTION                                                           | CONSTRUCTION OF THE FIRST PHASE WILL COMMENCE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY OF THE 1,089TH ERU. CONSTRUCTION OF THE FINAL PHASE WILL COMMENCE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE 1,422ND ERU.                                             |
| SR 169/LAWSON STREET   | FIRST PHASE: CONSTRUCT A NORTHBOUND LEFT TURN LANE AND A SOUTHBOUND LEFT TURN LANE<br><br>FINAL PHASE: SIGNALIZE INTERSECTION                                                                            | CONSTRUCTION OF THE FIRST PHASE WILL COMMENCE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY OF THE 1,089TH ERU. CONSTRUCTION OF THE FINAL PHASE WILL COMMENCE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE 1,422ND ERU.                                             |

### OPEN SPACE TABLE

|                                  | GROSS ACRES | BDUGAA/ OPEN SPACE REQUIREMENT | MPD REQUIREMENT (IF APPLICABLE) | REQUIRED OPEN SPACE | OPEN SPACE PREVIOUSLY RECORDED                                                                                                                                                                                                                                                                                                                                 | REQUIRED OPEN SPACE LESS PREVIOUS PLATS | OPEN SPACE PROVIDED IN THIS PLAT | REMAINING OPEN SPACE REQUIRED |
|----------------------------------|-------------|--------------------------------|---------------------------------|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------------------------|-------------------------------|
| WEST ANNEXATION AREA             |             |                                |                                 |                     | 22.48(PASSIVE)<br>17.46 (ACTIVE)<br>(PP1A, DIV 1)<br>(PH2, PLAT C, DIV 1)<br>(PP1A, DIV 2)<br>(V-13)<br>(PP1A, DIVS 3-5 and 8)<br>(PH2, PLAT C, DIV 2)<br>(V-24)<br>(PLAT 2A, DIVS 1-3)<br>(PLAT 2A, DIV 4)<br>(PP1A, DIV 6)<br>(PLAT 2A, DIV 5)<br>(PLAT 2E)<br>(PLAT 2D, DIV 1)<br>(PLAT 2D, DIV 2)<br>(PH1, PLAT A, DIVS 1-3, 7-9)<br>(PH1B, PLAT A, DIV 4) |                                         |                                  |                               |
| PARCEL C                         | 54.62       |                                |                                 |                     |                                                                                                                                                                                                                                                                                                                                                                |                                         |                                  |                               |
| PARCEL D                         | 225.99      | 63.30                          | 0                               | 63.3                |                                                                                                                                                                                                                                                                                                                                                                | 23.36                                   | 0.45 (PASSIVE)                   | 22.91                         |
| PARCEL G                         | 8.06        |                                |                                 |                     |                                                                                                                                                                                                                                                                                                                                                                |                                         |                                  |                               |
| PARCEL E                         | 151.15      | 0                              | 75.58                           | 75.58               | 95.69 (PASSIVE)<br>2.29 (ACTIVE)<br>(PH2, PLAT C, DIV 1)<br>(PH2, PLAT C, DIV 2)<br>(PLAT 2E)<br>(PLAT 2D, DIV 1)<br>(PLAT 2D, DIV 2)<br>(PLAT 2D, DIV 3)<br>(PLAT 2D, DIV 4)                                                                                                                                                                                  | 0*                                      | 0                                | 0                             |
| PARCEL BDA                       | 395.74      | 0                              | 197.87                          | 197.87              | 16.83 (PASSIVE)<br>0.95 (ACTIVE)<br>(PLAT 2D, DIV 1)<br>(PLAT 2D, DIV 3)<br>(PLAT 2D, DIV 4)<br>(PLAT 2F, DIV 1 AND 2)<br>(PLAT 2F, DIV 3, 4 AND 6)                                                                                                                                                                                                            | 179.28                                  | 0                                | 179.28                        |
| TOTAL IN CITY/UGA MPD OPEN SPACE | 1196.40     | 145                            | 336.4                           | 481.4               | 135.00 (PASSIVE)<br>20.70 (ACTIVE)                                                                                                                                                                                                                                                                                                                             | 324.89                                  | 0.45 (PASSIVE)                   | 324.44                        |

\*AN EXCESS OF 22.40 ACRES OF OPEN SPACE LYING WITHIN PARCEL E HAS PREVIOUSLY BEEN RECORDED.



CITY OF BLACK DIAMOND FILE NO. PLN25-0024

## TEN TRAILS PHASE 1B PLAT A DIVISION 5

CITY OF BLACK DIAMOND,  
KING COUNTY, WASHINGTON



**DAVID EVANS  
AND ASSOCIATES INC.**

20300 Woodinville Snohomish Rd NE  
Suite A • Woodinville, WA 98072  
p: 425 415 2000 f: 425 486 5059

JOB NO. LENNLNW0002  
SHEET 4 OF 11

VOL/PG



# TEN TRAILS

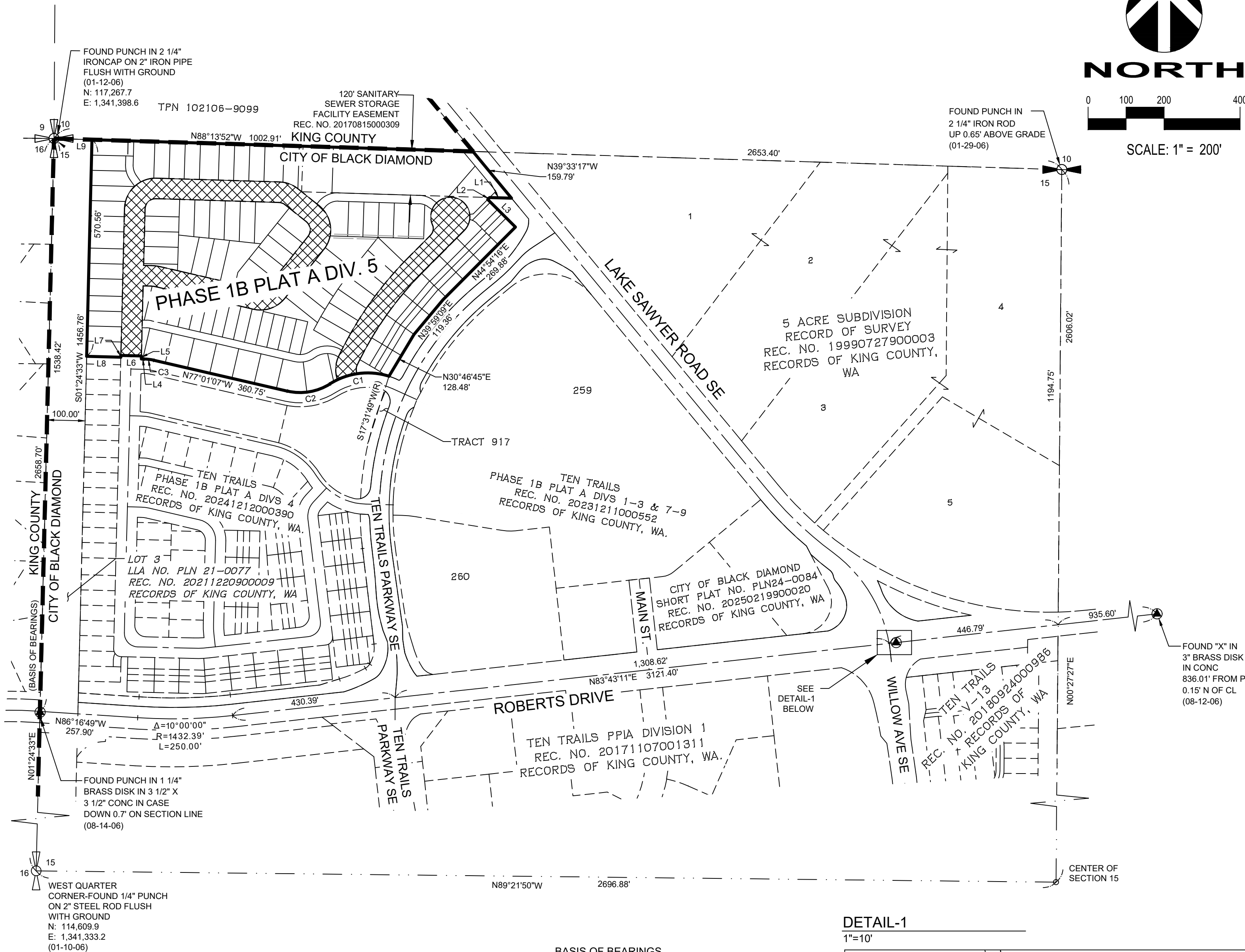
## PHASE 1B PLAT A DIVISION 5

PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M.,  
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

VOL/PG



SCALE: 1" = 200'



### BASIS OF BEARINGS

WASHINGTON NORTH ZONE NAD 83/91  
NORTH 01°24'33" EAST BEING THE WEST LINE  
OF THE NORTHWEST QUARTER OF SECTION 15,  
TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M.  
AS SHOWN ON CITY OF BLACK DIAMOND LLA NO. PLN  
12-0013, REC. NO. 20120906900006

### HATCH LEGEND



ROADS HEREBY DEDICATED TO  
THE CITY OF BLACK DIAMOND  
FOR PUBLIC RIGHT OF WAY

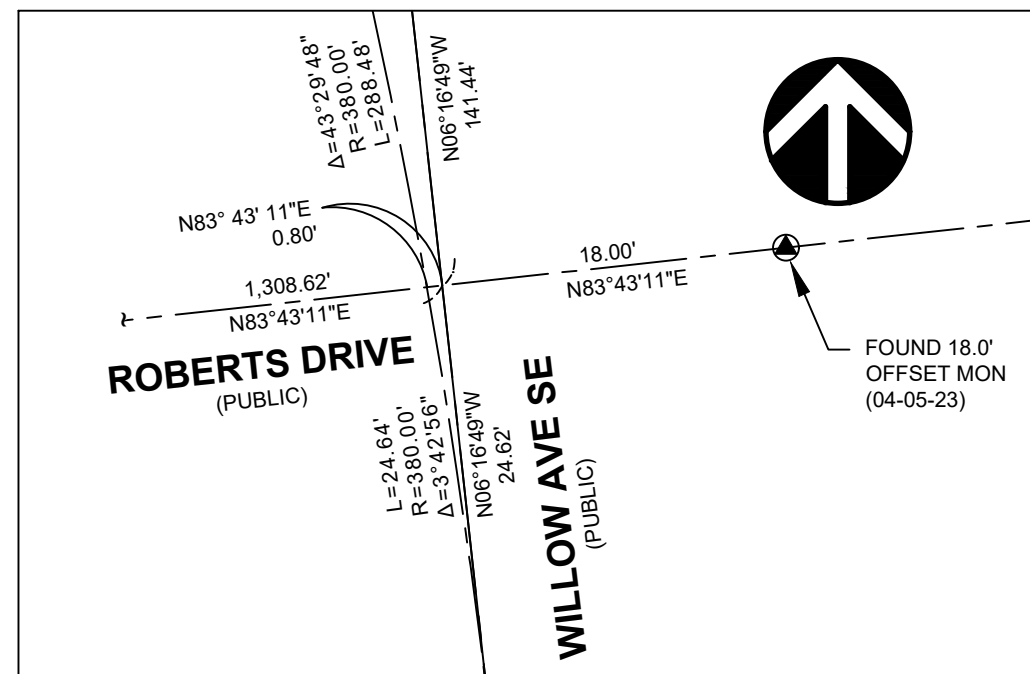
### LINE LEGEND



CITY OF BLACK DIAMOND BOUNDARY

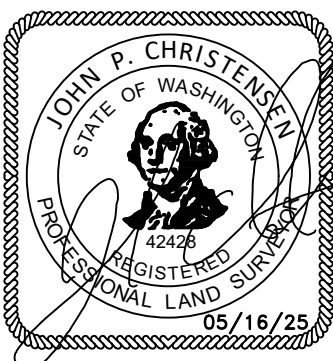
### DETAIL-1

1"=10'



| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE       | DIRECTION   | LENGTH |
| L1         | S88°13'52"E | 57.86  |
| L2         | N44°54'16"E | 6.83   |
| L3         | N45°05'44"W | 102.97 |
| L4         | S88°35'27"E | 7.37   |
| L5         | S01°24'33"W | 8.00   |
| L6         | S88°35'27"E | 54.00  |
| L7         | N01°24'33"E | 4.50   |
| L8         | S88°35'27"E | 90.00  |
| L9         | S88°13'52"E | 100.00 |

| CURVE TABLE |              |         |         |
|-------------|--------------|---------|---------|
| CURVE       | DELTA        | RADIUS  | LENGTH  |
| C1          | Δ=049°43'58" | 186.13' | 161.56' |
| C2          | Δ=045°11'02" | 148.00' | 116.71' |
| C3          | Δ=011°34'20" | 127.00' | 25.65'  |



CITY OF BLACK DIAMOND FILE NO. PLN25-0024

## TEN TRAILS PHASE 1B PLAT A DIVISION 5

CITY OF BLACK DIAMOND,  
KING COUNTY, WASHINGTON



**DAVID EVANS  
AND ASSOCIATES INC.**  
20300 Woodinville Snohomish Rd NE  
Suite A • Woodinville, WA 98072  
p: 425 415 2000 f: 425 486 5059

JOB NO. LENNLNW0002  
SHEET 5 OF 11

VOL/PG

# TEN TRAILS

## PHASE 1B PLAT A DIVISION 5

PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M.,  
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

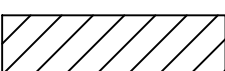
VOL/PG

### LEGEND

- ① PUBLIC UTILITY EASEMENT
- ② PRIVATE STORM DRAINAGE EASEMENT  
(SEE RESTRICTIONS NOTE 6 ON SHEET 2)
- ③ PRIVATE ACCESS EASEMENT
- ④ PUBLIC WATER EASEMENT
- ⑤ PRIVATE ACCESS AND PUBLIC UTILITY EASEMENT

LA - LANDSCAPE  
UT - UTILITY  
PA - PEDESTRIAN ACCESS  
FD - FUTURE DEVELOPMENT  
AC - ACCESS

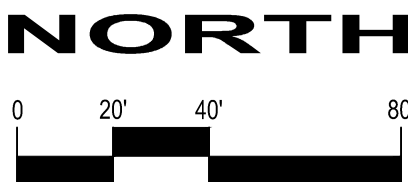
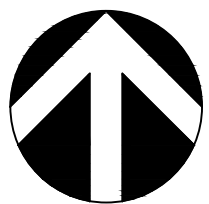
### HATCH LEGEND



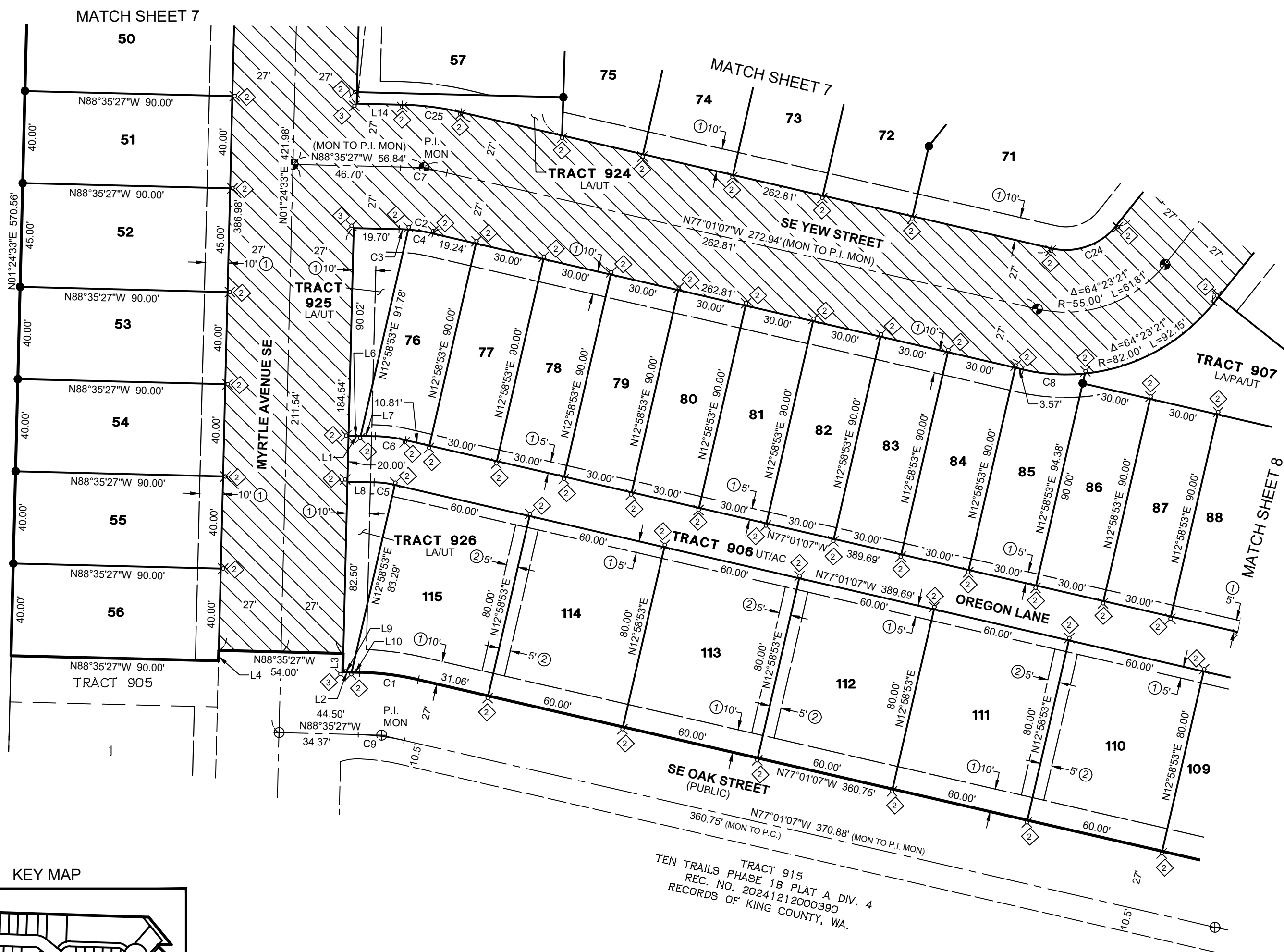
ROADS HEREBY DEDICATED TO  
THE CITY OF BLACK DIAMOND  
FOR PUBLIC RIGHT OF WAY

### SYMBOL LEGEND

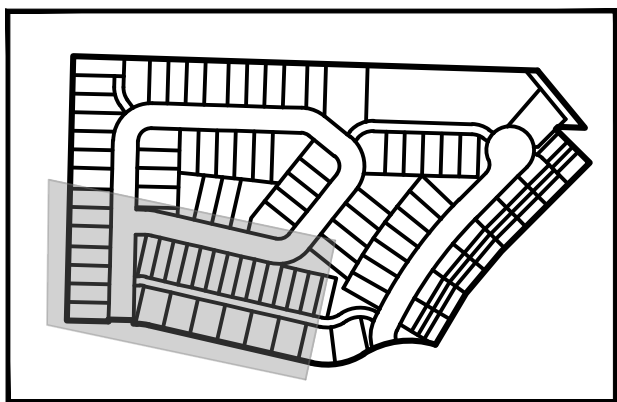
- ⊕ FOUND STANDARD CITY OF BLACK DIAMOND ROAD MONUMENT IN CASE
- ⊙ SET STANDARD CITY OF BLACK DIAMOND ROAD MONUMENT IN CASE
- SET 1/2" X 24" REBAR AND CAP MARKED "DEA 42428" ON PROPERTY CORNER
- ⬢ SET 1.0' OFFSET 1/2" X 24" REBAR AND CAP MARKED "DEA 42428"
- ⊗① SET TACK IN LEAD W/ WASHER ON PROPERTY CORNER
- ⊗② SET 1.0' OFFSET TACK IN LEAD W/WASHER
- ⊗③ SET 1.0' X 1.0' OFFSET TACK IN LEAD W/WASHER
- ⊗④ SET 9.0' OFFSET TACK IN LEAD W/WASHER
- ⊗⑤ SET OFFSET TACK IN LEAD W/WASHER: 1.35' OFFSET FOR SOUTH LINE OF LOT 45 AND 0.95' OFFSET FOR EAST LINE OF LOT 45



SCALE: 1" = 40'

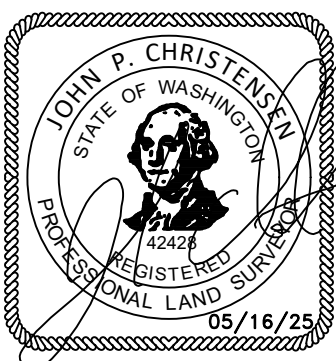


### KEY MAP



SEE SHEET 3 OF 11  
FOR ADDRESSES

SEE SHEET 10 OF 11  
FOR LINE AND CURVE  
TAG TABLE



## TEN TRAILS PHASE 1B PLAT A DIVISION 5

CITY OF BLACK DIAMOND,  
KING COUNTY, WASHINGTON



DAVID EVANS  
AND ASSOCIATES INC.  
20300 Woodinville Snohomish Rd NE  
Suite A • Woodinville, WA 98072  
p: 425.415.2000 f: 425.486.5059

JOB NO. LENNLNW0002  
SHEET 6 OF 11

CITY OF BLACK DIAMOND FILE NO. PLN25-0024

VOL/PG



# TEN TRAILS

## PHASE 1B PLAT A DIVISION 5

PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M.,  
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

VOL/PG

### LEGEND

- ① PUBLIC UTILITY EASEMENT
- ② PRIVATE STORM DRAINAGE EASEMENT  
(SEE RESTRICTIONS NOTE 6 ON SHEET 2)
- ③ PRIVATE ACCESS EASEMENT
- ④ PUBLIC WATER EASEMENT
- ⑤ PRIVATE ACCESS AND PUBLIC UTILITY EASEMENT

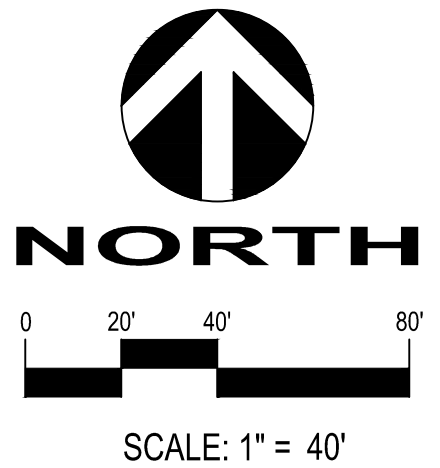
LA - LANDSCAPE  
UT - UTILITY  
PA - PEDESTRIAN ACCESS  
FD - FUTURE DEVELOPMENT  
AC - ACCESS

### HATCH LEGEND

ROADS HEREBY DEDICATED TO  
THE CITY OF BLACK DIAMOND  
FOR PUBLIC RIGHT OF WAY

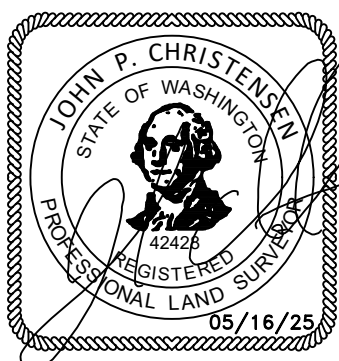
### SYMBOL LEGEND

- ⊕ FOUND STANDARD CITY OF BLACK DIAMOND ROAD MONUMENT IN CASE
- ⊙ SET STANDARD CITY OF BLACK DIAMOND ROAD MONUMENT IN CASE
- SET 1/2" X 24" REBAR AND CAP MARKED "DEA 42428" ON PROPERTY CORNER
- ⬢ SET 1.0' OFFSET 1/2" X 24" REBAR AND CAP MARKED "DEA 42428"
- ⊗ SET TACK IN LEAD W/ WASHER ON PROPERTY CORNER
- ⊗ SET 1.0' OFFSET TACK IN LEAD W/WASHER
- ⊗ SET 1.0' X 1.0' OFFSET TACK IN LEAD W/WASHER
- ⊗ SET 9.0' OFFSET TACK IN LEAD W/WASHER
- ⊗ SET OFFSET TACK IN LEAD W/WASHER: 1.35' OFFSET FOR SOUTH LINE OF LOT 45 AND 0.95' OFFSET FOR EAST LINE OF LOT 45



SEE SHEET 3 OF 11  
FOR ADDRESSES

SEE SHEET 10 OF 11  
FOR LINE AND CURVE  
TAG TABLE



## TEN TRAILS PHASE 1B PLAT A DIVISION 5

CITY OF BLACK DIAMOND,  
KING COUNTY, WASHINGTON



**DAVID EVANS  
AND ASSOCIATES INC.**  
20300 Woodinville Snohomish Rd NE  
Suite A • Woodinville, WA 98072  
p: 425.415.2000 f: 425.486.5059

JOB NO. LENNLNW0002  
SHEET 7 OF 11

VOL/PG

SEE SHEET 10 OF 11  
FOR LINE AND CURVE  
TAG TABLE

SEE SHEET 3 OF 11  
FOR ADDRESSES

# TEN TRAILS

## PHASE 1B PLAT A DIVISION 5

PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M.,  
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

VOL/PG



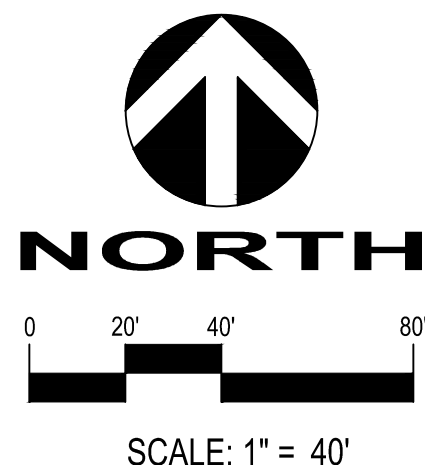


# TEN TRAILS

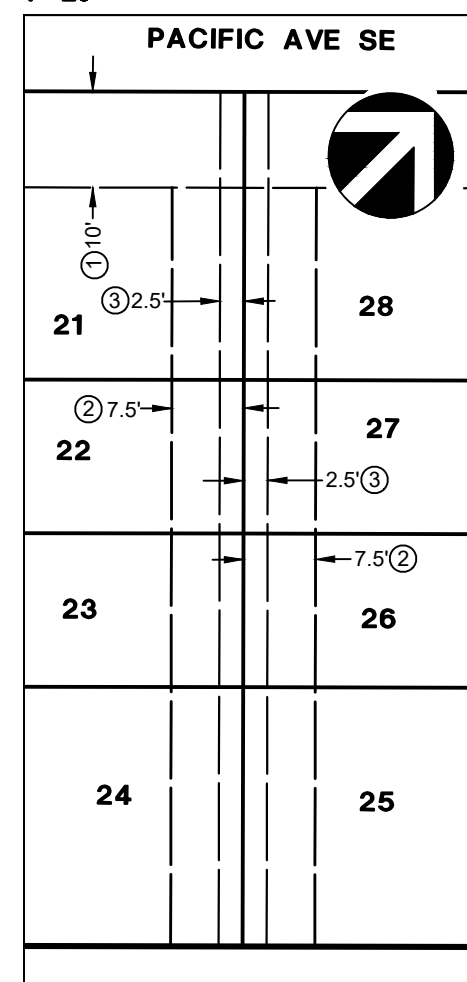
## PHASE 1B PLAT A DIVISION 5

PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M.,  
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

VOL/PG



**DETAIL-4**  
1"=20'



NOTE: THIS DETAIL APPLIES TO  
LOTS 5-12, 13-20 AND 21-28

### LEGEND

- ① PUBLIC UTILITY EASEMENT
- ② PRIVATE STORM DRAINAGE EASEMENT  
(SEE RESTRICTIONS NOTE 6 ON SHEET 2)
- ③ PRIVATE ACCESS EASEMENT
- ④ PUBLIC WATER EASEMENT
- ⑤ PRIVATE ACCESS AND PUBLIC UTILITY EASEMENT

LA - LANDSCAPE  
UT - UTILITY  
PA - PEDESTRIAN ACCESS  
FD - FUTURE DEVELOPMENT  
AC - ACCESS

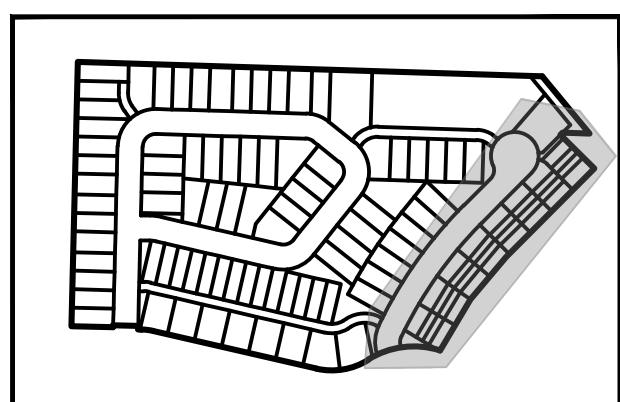
### HATCH LEGEND

ROADS HEREBY DEDICATED TO  
THE CITY OF BLACK DIAMOND  
FOR PUBLIC RIGHT OF WAY

### SYMBOL LEGEND

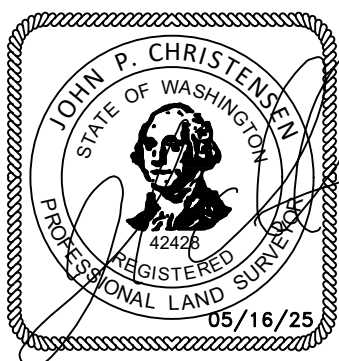
- ⊕ FOUND STANDARD CITY OF BLACK DIAMOND ROAD MONUMENT IN CASE
- ⊙ SET STANDARD CITY OF BLACK DIAMOND ROAD MONUMENT IN CASE
- SET 1/2" X 24" REBAR AND CAP MARKED "DEA 42428" ON PROPERTY CORNER
- ⬢ SET 1.0' OFFSET 1/2" X 24" REBAR AND CAP MARKED "DEA 42428"
- ⊗ ① SET TACK IN LEAD W/ WASHER ON PROPERTY CORNER
- ⊗ ② SET 1.0' OFFSET TACK IN LEAD W/WASHER
- ⊗ ③ SET 1.0' X 1.0' OFFSET TACK IN LEAD W/WASHER
- ⊗ ④ SET 9.0' OFFSET TACK IN LEAD W/WASHER
- ⊗ ⑤ SET OFFSET TACK IN LEAD W/WASHER: 1.35' OFFSET FOR SOUTH LINE OF LOT 45 AND 0.95' OFFSET FOR EAST LINE OF LOT 45

KEY MAP



SEE SHEET 3 OF 11  
FOR ADDRESSES

SEE SHEET 10 OF 11  
FOR LINE AND CURVE  
TAG TABLE



CITY OF BLACK DIAMOND FILE NO. PLN25-0024

## TEN TRAILS PHASE 1B PLAT A DIVISION 5

CITY OF BLACK DIAMOND,  
KING COUNTY, WASHINGTON



**DAVID EVANS  
AND ASSOCIATES INC.**  
20300 Woodinville Snohomish Rd NE  
Suite A • Woodinville, WA 98072  
p: 425.415.2000 f: 425.486.5059

JOB NO. LENNLENW0002  
SHEET 9 OF 11

VOL/PG

SEE SHEET 3 OF 11  
FOR ADDRESSES

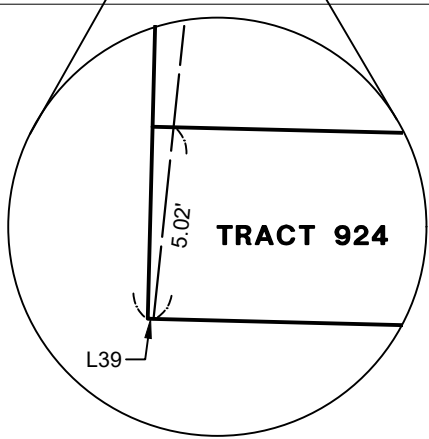
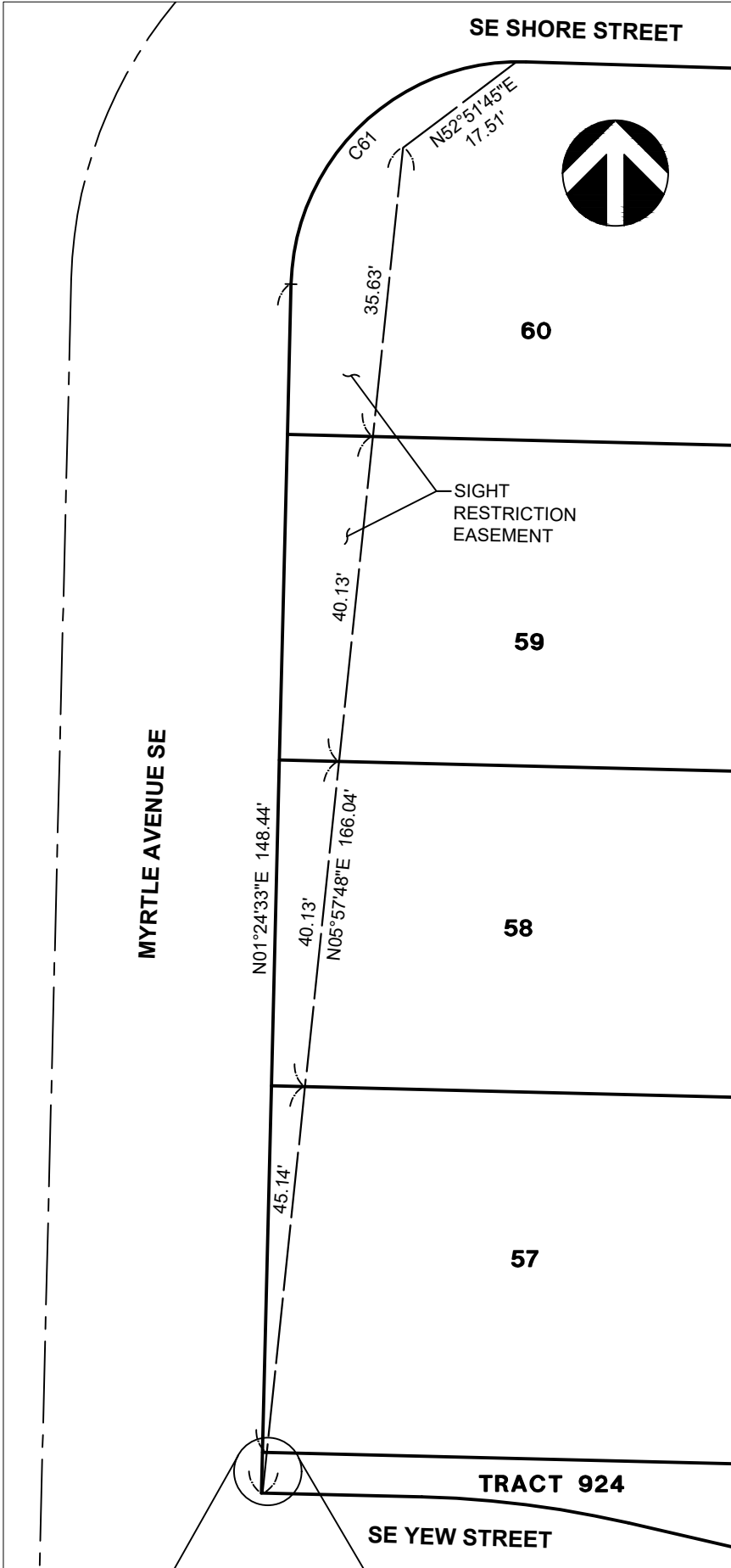
VOL/PG

# TEN TRAILS

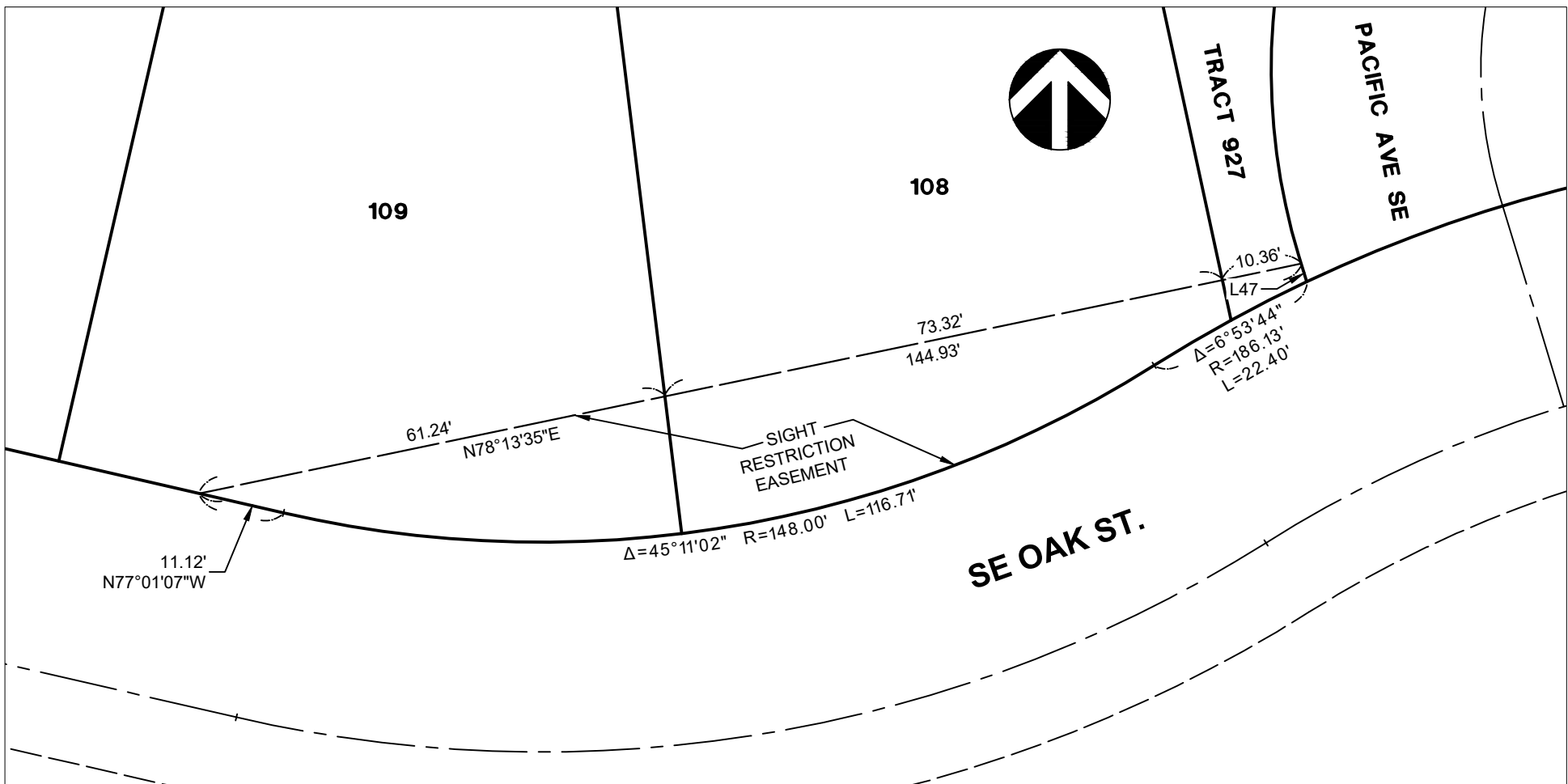
## PHASE 1B PLAT A DIVISION 5

PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M.,  
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

DETAIL-1  
1"=20'



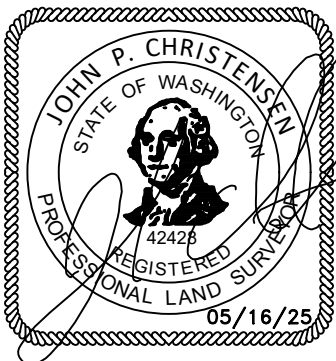
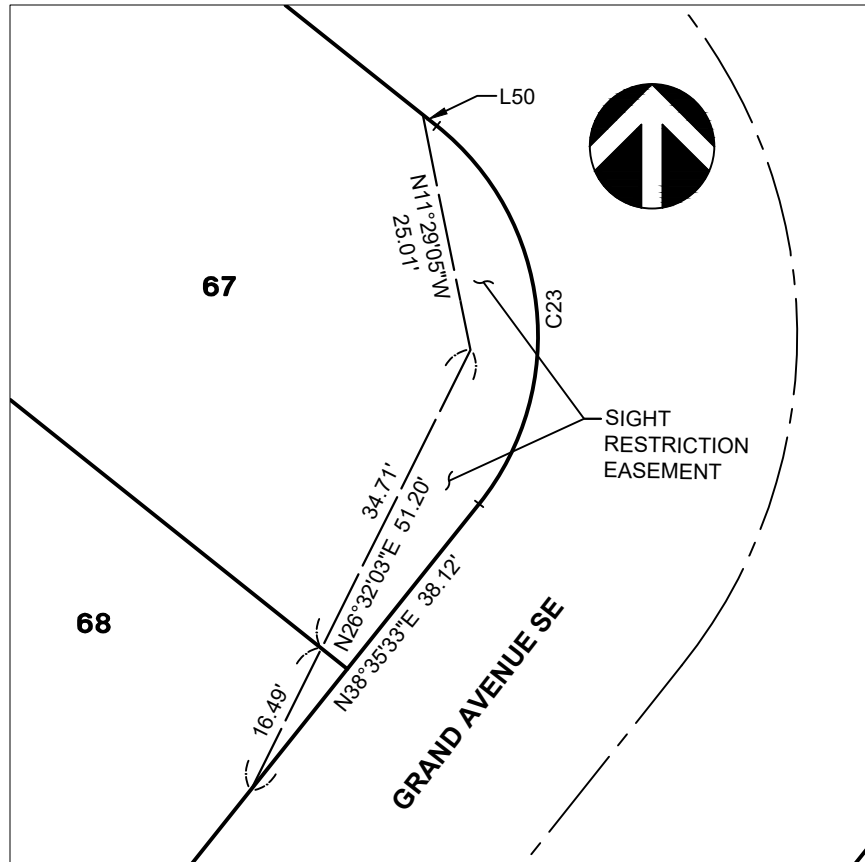
DETAIL-2  
1"=20'



| Line Table |             |        | Line Table |             |        | Line Table |             |        |
|------------|-------------|--------|------------|-------------|--------|------------|-------------|--------|
| Line #     | Direction   | Length | Line #     | Direction   | Length | Line #     | Direction   | Length |
| L1         | N88°35'27"W | 11.51' | L19        | N55°05'44"W | 13.64' | L36        | N45°05'44"W | 33.97' |
| L2         | N88°35'27"W | 7.37'  | L20        | N63°54'53"W | 6.21'  | L37        | N45°05'44"W | 27.00' |
| L3         | N01°24'33"E | 8.00'  | L21        | N58°35'52"E | 8.38'  | L38        | N45°26'13"W | 29.98' |
| L4         | N01°24'33"E | 4.50'  | L22        | N58°35'52"E | 8.38'  | L39        | N88°35'27"W | 0.15'  |
| L5         | N01°24'33"E | 5.00'  | L23        | N63°54'53"W | 6.18'  | L40        | N45°26'13"W | 16.00' |
| L6         | N88°35'27"W | 5.23'  | L24        | N12°58'53"E | 4.38'  | L41        | N45°26'13"W | 16.00' |
| L7         | N88°35'27"W | 6.27'  | L25        | N16°57'59"W | 3.42'  | L42        | N45°26'13"W | 27.00' |
| L8         | N88°35'27"W | 11.51' | L26        | N16°57'59"W | 3.42'  | L43        | N45°26'13"W | 27.94' |
| L9         | N88°35'27"W | 3.83'  | L27        | N45°05'44"W | 10.00' | L44        | N45°26'13"W | 16.05' |
| L10        | N88°35'27"W | 3.54'  | L28        | N82°52'29"E | 9.50'  | L45        | N45°26'13"W | 16.05' |
| L11        | N35°17'28"W | 20.85' | L29        | N16°57'59"W | 28.45' | L46        | N45°26'13"W | 28.94' |
| L12        | N35°17'28"W | 20.85' | L30        | N45°05'44"W | 13.16' | L47        | N16°57'59"W | 2.42'  |
| L14        | N88°35'27"W | 19.70' | L31        | N45°05'44"W | 20.13' | L48        | N44°54'16"E | 6.83'  |
| L15        | N51°24'27"W | 7.16'  | L32        | N45°05'44"W | 16.00' | L49        | S16°57'59"E | 1.45'  |
| L16        | N40°34'55"E | 8.27'  | L33        | N45°05'44"W | 16.00' | L50        | N51°24'27"W | 1.88'  |
| L17        | N40°34'55"E | 8.86'  | L34        | N45°05'44"W | 16.00' |            |             |        |
| L18        | N55°05'44"W | 13.20' | L35        | N45°05'44"W | 16.00' |            |             |        |

| Curve Table |            |         |        | Curve Table |            |         |        | Curve Table |            |         |        |
|-------------|------------|---------|--------|-------------|------------|---------|--------|-------------|------------|---------|--------|
| Curve #     | Delta      | Radius  | Length | Curve #     | Delta      | Radius  | Length | Curve #     | Delta      | Radius  | Length |
| C1          | 011°34'20" | 127.00' | 25.65' | C22         | 036°49'25" | 55.00'  | 35.35' | C45         | 013°23'47" | 48.00'  | 11.22' |
| C2          | 011°34'21" | 73.00'  | 14.74' | C23         | 090°00'00" | 28.00'  | 43.98' | C46         | 024°24'05" | 68.00'  | 28.96' |
| C3          | 003°05'58" | 72.97'  | 3.95'  | C24         | 064°23'21" | 28.00'  | 31.47' | C47         | 019°58'56" | 68.00'  | 23.72' |
| C4          | 008°28'27" | 73.00'  | 10.80' | C25         | 011°34'21" | 127.00' | 25.65' | C48         | 003°32'50" | 185.35' | 11.47' |
| C5          | 011°34'20" | 45.00'  | 9.09'  | C26         | 090°21'35" | 28.00'  | 44.16' | C49         | 003°22'52" | 185.14' | 10.93' |
| C6          | 011°34'20" | 65.00'  | 13.13' | C27         | 010°24'16" | 82.00'  | 14.89' | C50         | 004°00'03" | 82.00'  | 5.73'  |
| C7          | 011°34'20" | 100.00' | 20.20' | C28         | 015°01'06" | 65.00'  | 17.04' | C51         | 040°56'03" | 82.00'  | 58.58' |
| C8          | 018°48'20" | 82.00'  | 26.91' | C29         | 020°38'49" | 43.00'  | 15.50' | C52         | 024°26'37" | 186.08' | 79.39' |
| C9          | 011°34'20" | 100.00' | 20.20' | C30         | 012°29'20" | 43.00'  | 9.37'  | C53         | 001°43'04" | 186.13' | 5.58'  |
| C10         | 013°03'06" | 82.00'  | 18.68' | C31         | 033°08'08" | 43.00'  | 24.87' | C54         | 042°35'29" | 28.00'  | 20.81' |
| C11         | 000°45'49" | 82.00'  | 1.09'  | C32         | 068°55'55" | 25.00'  | 30.08' | C55         | 000°59'37" | 896.00' | 15.54' |
| C12         | 014°00'34" | 82.00'  | 20.05' | C33         | 024°40'15" | 51.50'  | 22.18' | C56         | 000°20'29" | 896.00' | 5.34'  |
| C13         | 005°13'07" | 82.00'  | 7.47'  | C34         | 037°25'51" | 51.50'  | 33.64' | C57         | 011°38'24" | 35.00'  | 7.11'  |
| C14         | 036°42'01" | 45.00'  | 28.82' | C35         | 015°24'13" | 51.50'  | 13.85' | C58         | 023°17'43" | 35.00'  | 14.23' |
| C15         | 036°42'01" | 65.00'  | 41.64' | C36         | 036°37'39" | 51.50'  | 32.92' | C59         | 034°56'08" | 35.00'  | 21.34' |
| C16         | 014°32'26" | 65.00'  | 16.50' | C37         | 001°04'05" | 950.00' | 17.71' | C60         | 042°35'29" | 55.00'  | 40.88' |
| C17         | 022°09'35" | 65.00'  | 25.14' | C40         | 001°39'26" | 82.00'  | 2.37'  | C61         | 088°00'22" | 28.00'  | 43.01' |
| C18         | 036°49'25" | 82.00'  | 52.70' | C41         | 024°29'15" | 55.00'  | 23.51' | C62         | 016°40'54" | 186.13' | 54.19' |
| C19         | 036°49'25" | 28.00'  | 18.00' | C42         | 033°00'01" | 55.00'  | 31.68' | C63         | 001°03'48" | 950.00' | 17.63' |
| C20         | 006°32'49" | 82.00'  | 9.37'  | C43         | 044°23'02" | 48.00'  | 37.18' |             |            |         |        |
| C21         | 030°27'09" | 82.00'  | 43.58' | C44         | 030°59'15" | 48.00'  | 25.96' |             |            |         |        |

DETAIL-3  
1"=20'



## TEN TRAILS PHASE 1B PLAT A DIVISION 5

CITY OF BLACK DIAMOND,  
KING COUNTY, WASHINGTON



DAVID EVANS  
AND ASSOCIATES INC.  
20300 Woodinville Snohomish Rd NE  
Suite A • Woodinville, WA 98072  
p: 425.415.2000 f: 425.486.5059

JOB NO. LENNLNW0002  
SHEET 10 OF 11

VOL/PG

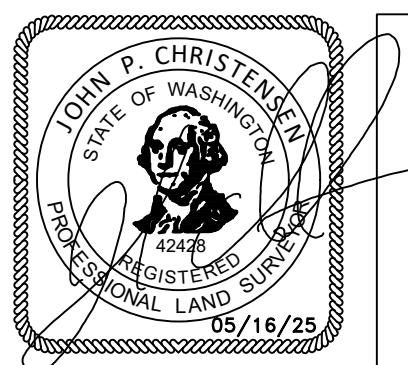
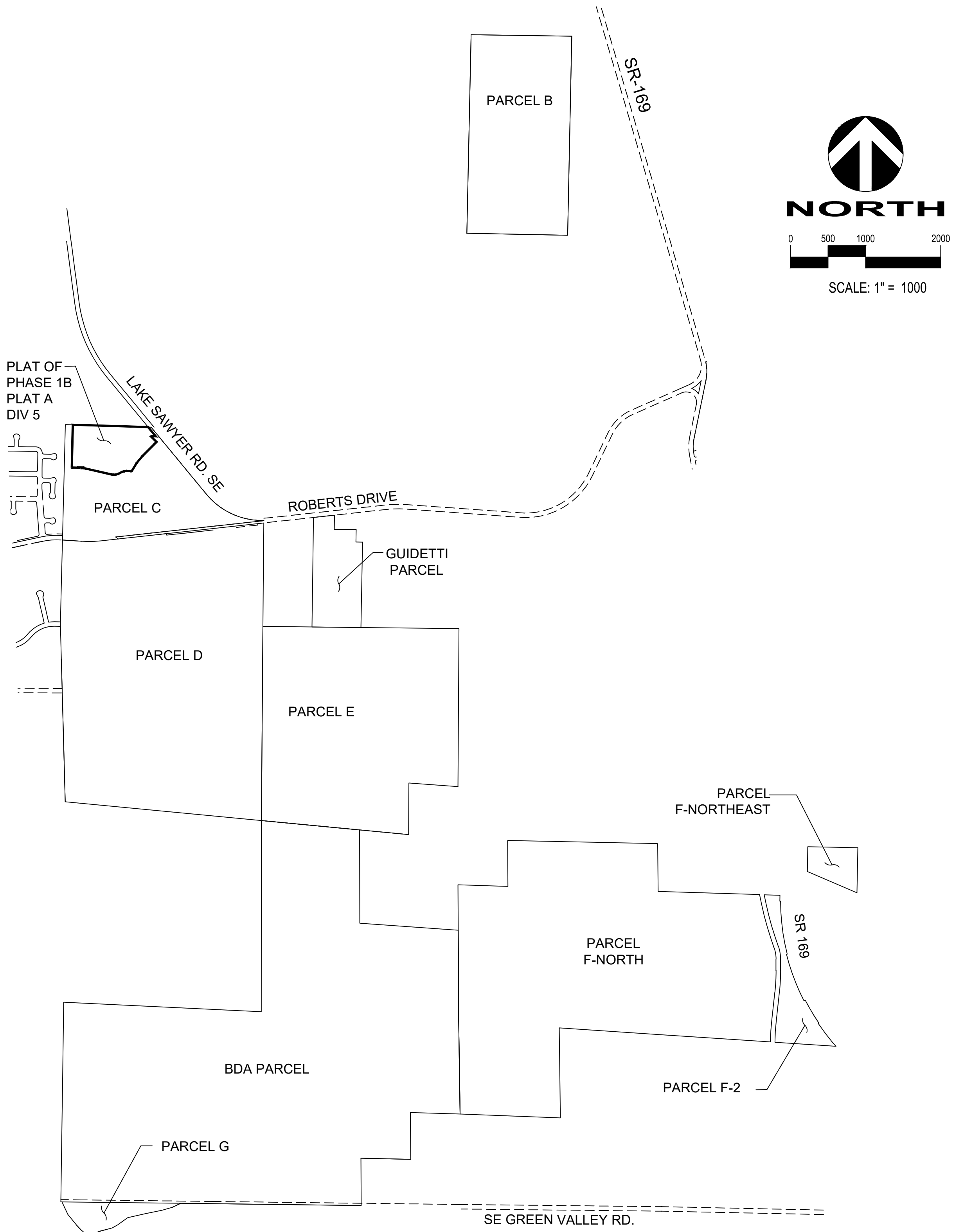


# TEN TRAILS

## PHASE 1B PLAT A DIVISION 5

PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M.,  
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

VOL/PG



CITY OF BLACK DIAMOND FILE NO. PLN25-0024

### TEN TRAILS PHASE 1B PLAT A DIVISION 5

CITY OF BLACK DIAMOND,  
KING COUNTY, WASHINGTON



20300 Woodinville Snohomish Rd NE  
Suite A • Woodinville, WA 98072  
p: 425 415 2000 f: 425 486 5059

JOB NO. LENNLENW0002  
SHEET 11 OF 11

VOL/PG

# CITY COUNCIL AGENDA BILL

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

| ITEM INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  |                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-----------------|
| <b>SUBJECT:</b><br><br><b>Resolution authorizing the Mayor to execute the City's written final plat approval for The Villages MPD, Ten Trails 2F Division 3,4,6 Final Plat</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Agenda Date:</b> June 5, 2025 | <b>AB25-046</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Mayor – Carol Benson             |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | City Administrator –             |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | City Attorney – David Linehan    |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | City Clerk – Brenda L. Martinez  |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Com Dev/Nat Res –                |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Finance – Xavier Mason           |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | MDRT/Eco Dev – Andy Williamson   | <b>X</b>        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Police – Chief Kiblinger         |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Public Works – Scott Hanis       |                 |
| Cost Impact (see also Fiscal Note): None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Court – Judge Swain/Tawnya Parks |                 |
| Fund Source: n/a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  |                 |
| Timeline:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                  |                 |
| <b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                  |                 |
| <b>Attachments:</b> Resolution; Staff Report; Plat Map; Performance and Maintenance Bonds                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                  |                 |
| <b>SUMMARY STATEMENT:</b><br><br>The Villages (also referred to as “Ten Trails”) Plat 2F Division 3,4,6 is a 46 lot plat that was granted preliminary plat approval under City File Number PLN19-0023, pursuant to the Hearing Examiner’s December 28, 2023, decision. The plat is located within The Villages Master Planned Development Phase 1A and is zoned Master Planned Development (MPD). The owners, Lennar Northwest LLC, have completed the preliminary plat requirements and now are requesting final plat approval. Staff has worked with the applicants to ensure preliminary requirements have been met. Staff’s written findings and recommendation for approval are documented in a Staff Report for City Council’s review. If the Council determines that the final plat conforms to all terms of the preliminary plat approval set forth by the Hearing Examiner and that adequate bonds have been posted, then by resolution, it shall accept staff’s written findings and authorizes The Mayor to execute the final plat approval by entering the City’s written approval on the face of the plat. |                                  |                 |
| <b>FISCAL NOTE (Finance Department):</b> N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                  |                 |
| COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  |                 |
| RECOMMENDED ACTION: <b>MOTION to adopt Resolution No. 25-1678 approving the Final Plat for Ten Trails Plat 2F Division 3,4,6 (PLN25 -0001).</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                 |
| <b>RECORD OF COUNCIL ACTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                 |
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Action</b>                    | <b>Vote</b>     |
| June 5, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                  |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                 |



## **RESOLUTION NO. 25-1678**

### **A RESOLUTION OF THE CITY OF BLACK DIAMOND, WASHINGTON, GRANTING APPROVAL OF THE FINAL PLAT FOR TEN TRAILS (F/K/A “THE VILLAGES”) PLAT F DIVISION 3,4,6 SUBDIVISION**

**WHEREAS**, on September 20, 2010, the City Council adopted Ordinance No. 10-946 approving a Master Planned Development (“MPD”) permit for applicant CCD Black Diamond Partners LLC’s (“Oakpointe”), f/k/a Yarrow Bay, to develop a master planned community known as “The Villages”; and

**WHEREAS**, on December 12, 2011, the City Council adopted Ordinance No. 11-970 approving The Villages Development Agreement (“DA”) with Oakpointe setting forth extensively negotiated requirements and agreed conditions governing commercial and residential development activity within The Villages MPD, now known as “Ten Trails”; and

**WHEREAS**, in a decision dated July 10, 2023, the City’s Hearing Examiner granted Preliminary Plat Approval for the subdivision known as Ten Trails Phase 1A (“PP1A”) of The Villages MPD, processed under City File No. PLN11-0001; and

**WHEREAS**, has applied for final plat approval (File No. PLN25-0001) for Ten Trails Plat 2F Division 3, 4 & 6 which lies within Ten Trails PP1A; and

**WHEREAS**, under the DA, Oakpointe’s application for plat approval of Ten Trails Plat 2F is vested to the Black Diamond Municipal Code in effect as of the date of the DA, which is attached as Exhibit E to the DA (“Vested Code”); and

**WHEREAS**, City staff and members of the Master Developer Review Team (“MDRT”) have reviewed the proposed final plat for Ten Trails 2F Plat A Division 3, 4 & 6 for compliance with all provisions of state law and the Vested Code, as well as all conditions imposed by the applicable MPD permit, the DA, the Hearing Examiner’s Preliminary Plat Approval, and the MPD Framework Design Standards and Guidelines (collectively, “Conditions of Approval”), and have prepared and provided to the City Council a Staff Report summarizing their findings in detail; and

**WHEREAS**, City staff and members of the MDRT, based on their review of the final plat application, recommend approval of Ten Trails Plat 2F Division 3, 4 & 6 final plat, subject to Lennar’s submission of adequate security to ensure the completion of the remaining work; and

**WHEREAS**, City staff and members of the MDRT have reviewed and approved the bonds guaranteeing completion and maintenance of the infrastructure improvements required by the Conditions of Approval; and

**WHEREAS**, section 17.20.060.B of the Vested Code requires the City Council to review the Staff Report and proposed final plat to assure its conformance to all

Conditions of Approval and that the required bonds, if applicable, have been posted, and further requires the City Council, by resolution, to make written findings to that effect and thereupon to authorize the Mayor to execute the City Council's approval in writing on the face of the final plat; and

**WHEREAS**, RCW 58.17.140 and Vested Code section 17.20.060 require that the City Council approve, disapprove, or return the final plat for modification within a limited time period, unless the applicant consents to a longer time; and

**WHEREAS**, RCW 58.17.195 prohibits the approval of any subdivision unless the City makes a formal, written finding of fact that the proposed subdivision conforms to applicable zoning ordinances and other land-use controls;

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

**Section 1. Final Plat Approval.** The City Council finds, based on its review of the Staff Report and proposed final plat for Ten Trails Mountain View 1B Plat A Division 4, that all Conditions of Approval have been satisfied, or where they have not yet been satisfied, that adequate security has been or will be posted to ensure the full and prompt completion of all required improvements that have not yet been completed. Further, the City Council finds that the proposed subdivision conforms to applicable zoning ordinances and land-use controls of the City. Accordingly, the final plat for Ten Trails Plat 1B Division 4 is hereby approved on condition that Lennar Northwest LLC provides bonds, in a form and amount acceptable to the City, guaranteeing completion of all infrastructure improvements required by the Conditions of Approval that have not yet been completed.

**Section 2. Authorization.** Upon Lennar's provision of the bond(s) described in Section 1, the Mayor is authorized to sign the final plat for Ten Trails Plat 2F Division 3, 4 & 6 signifying the Council's approval.

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

**CITY OF BLACK DIAMOND:**

\_\_\_\_\_  
Carol Benson, Mayor

**Attest:**

\_\_\_\_\_  
Brenda L. Martinez, City Clerk



# CITY OF BLACK DIAMOND

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

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

May 27, 2025

## **STAFF REPORT – PLN25-0001**

### **Ten Trails Master Planned Development**

### **Phase 2 Plat F Divisions 3, 4, and 6 Final Plat**

#### **Table of Contents**

|                                                                                         |    |
|-----------------------------------------------------------------------------------------|----|
| Section II: Summary of Request.....                                                     | 3  |
| Section III: Process .....                                                              | 3  |
| Section IV: Project Analysis.....                                                       | 4  |
| • RCW 58.17.170(1), regarding written approval of Final Plat Applications:.....         | 4  |
| • BDMC Chapter 17, regarding the City’s Subdivision Ordinance: .....                    | 4  |
| • BDMC 17.20.060, regarding the City’s process for final plat review and decision:..... | 4  |
| • Compliance with Associated Conditions of Approval.....                                | 5  |
| ○ Phase 2 Plat F SEPA Environmental Review Mitigation Measures (PLN23-0020) .....       | 5  |
| ○ Phase 2 Plat F Preliminary Plat Conditions of Approval (PLN23-0019) .....             | 6  |
| ○ The Villages Master Planned Development Conditions of Approval (PLN09-0017).....      | 8  |
| • Compliance with The Villages Development Agreement (PLN10-0020/PLN11-0013).....       | 9  |
| Section V: Staff Recommendation.....                                                    | 13 |
| Section VI: Exhibits.....                                                               | 14 |

*Administrative Note: References to “Ten Trails” within this final plat application can be used interchangeably with “The Villages.” The applicant has re-branded The Villages Master Planned Development as “Ten Trails,” however the approved Master Planned Development Permit for The Villages (City File Number PLN09-0017) has not been amended to officially refer to the Master Planned Development as “Ten Trails.”*

## **Section I: Application Information**

**Staff Report Date:** May 27, 2025

**Name of Subdivision:** Ten Trails Master Planned Development Phase 2 Plat F – Divisions 3, 4, and 6

**Number of Lots:** 46 total lots for residential development and 8 tracts for landscape, access, pedestrian access, sensitive area, and utility uses.

**Location:** Unaddressed King County Parcel Numbers 857618-0880 and 857618-0890

**Zoning:** Master Planned Development (MPD)

**Comprehensive Plan Designation:** Low Density Residential with MPD Overlay

**Land Owner / Applicant:** CCD Black Diamond Partners / Oakpointe, LLC

**Preliminary Plat Approval:** The Ten Trails MPD Phase 2 Plat F (also referred to as Plat 2F) Preliminary Plat application, processed under City File Number PLN23-0019, was approved by the City's Hearing Examiner on December 28, 2023 subject to 38 conditions of approval. Compliance with the Phase 2 Plat F Preliminary Plat conditions of approval is detailed in Section IV – Project Analysis of this Staff Report.

**Final Plat Application:** The City initially received an application for final plat approval on December 18, 2024. This final plat application is for Divisions 3, 4, and 6 of Phase 2 Plat F, with 2 divisions remaining to be final platted in the future (Divisions 5 and 7). The applicant provided revised final plat drawings and additional information to the City in February, March, April, and May of 2025.

## **Section II: Summary of Request**

This application is for the final platting of Divisions 3, 4, and 6 of Ten Trails MPD Phase 2 Plat F (also referred to as Plat 2F), which received preliminary plat approval in December 2023. This application for the Phase 2 Plat F Divisions 3, 4, and 6 final plat contains the following:

- 46 Residential Lots
  - Residential lot sizes range from 1,120 square feet (0.03 acres) to 2,371 square feet (0.05 acres). The average residential lot size is 1,520 square feet (0.035 acres).
  - The Development Agreement establishes the minimum lot size for detached single-family residential uses as 2,200 square feet. Based on residential lot sizes within the Plat, all Lots will provide attached housing products, ranging from 4 to 6 units per structure.
- 8 Tracts
  - The total area comprised by Tracts within this Plat 2F Divisions 3, 4, and 6 Final Plat is 7.37 acres (321,172 square feet).
  - Tract uses include landscape, access, pedestrian access, sensitive area, and utility uses. For individual Tract uses, refer to the Tract Areas table on Sheet 3 of the final plat.
  - A majority of the Tract acreage is comprised of sensitive area Tracts, which have been delineated to ensure conservation into the future (Tracts 913 and 916). The cumulative area of sensitive area Tracts within this Divisions 3, 4, and 6 Final Plat is 6.27 acres (272,979 square feet).
  - The total open space contained in this Divisions 3, 4, and 6 Final Plat is 6.79 acres of passive open space (including sensitive area Tracts). Refer to the Open Space Table on Sheet 4 for more information.

## **Section III: Process**

The applicant is required to receive preliminary plat approval prior to submittal and approval of a final plat. The Ten Trails Phase 2 Plat F Preliminary Plat was approved by the City's Hearing Examiner on December 28, 2023 subject to 38 conditions.

The applicant filed a final plat application for Phase 2 Plat F Divisions 3, 4, and 6 on December 18, 2024 for review by the City. The applicant provided revised final plat drawings and additional information to the City in February, March, April, and May 2025. The final plat was reviewed by City Staff and MDRT consultants for compliance with applicable preliminary plat conditions of approval (see Section IV – Project Analysis below). This Staff Report provides written findings related to the Phase 2 Plat F Divisions 3, 4, and 6 final plat application and a recommendation to the City Council for final plat approval.

It is the City Council's responsibility to make a final determination on the final plat based on the conditions of preliminary plat approval and applicable laws and regulations. This Staff Report serves to provide Staff's review of the final plat application and findings regarding compliance with applicable conditions of associated permits, including the preliminary plat application. If the final plat application complies with all applicable conditions and regulations, the City Council is required to enter written findings to that effect and authorize the Mayor to execute the City's written approval on the face of the plat (BDMC 17.20.060.B and RCW 58.17.170). Final Plat approval is a Type 6 – City Council Decision (BDMC 18.08.030). The Code defines Type 6 decisions as quasi-judicial or other decisions that are made by the City Council following a recommendation by staff (BDMC 18.08.090).

## **Section IV: Project Analysis**

- RCW 58.17.170(1), regarding written approval of Final Plat Applications:

“When the legislative body of the city, town, or county, or such other agency as authorized by RCW 58.17.100, finds that the subdivision proposed for final plat approval conforms to all terms of the preliminary plat approval, and that said subdivision meets the requirements of this chapter, other applicable state laws, and any local ordinances adopted under this chapter which were in effect at the time of preliminary plat approval, it shall suitably inscribe and execute its written approval on the face of the plat. The original of said final plat shall be filed for record with the county auditor. One reproducible copy shall be furnished to the city, town, or county engineer. One paper copy shall be filed with the county assessor. Paper copies shall be provided to such other agencies as may be required by ordinance.”

- BDMC Chapter 17, regarding the City’s Subdivision Ordinance:

The applicant submitted a preliminary plat application for Ten Trails MPD Phase 2 Plat F in compliance with the provisions of Black Diamond Municipal Code Chapter 17.12 under City File Number PLN23-0019. The application was approved by the Hearing Examiner on December 28, 2023, subject to 38 conditions of approval.

This final plat application complies with applicable conditions of approval established by the preliminary plat approval (refer to Section IV – Project Analysis: Compliance with Associated Conditions of Approval – The Phase 2 Plat F Preliminary Plat Conditions of Approval (PLN23-0019) below).

The applicant has submitted final plat drawings in compliance with the provisions of Black Diamond Municipal Code Section 17.20 under this City File Number, PLN25-0001. The submitted final plat drawings include all required contents and standards (as established by BDMC 17.20.020), required surveys and monumentation (as established by BDMC 17.20.030), required certificates (as established by BDMC 17.20.040), and required improvements/bonds (as established by BDMC 17.20.050). Bonds are provided as Exhibit A of this Staff Report.

In summary, the final plat meets all standards established by the City’s Subdivision Ordinance. Written approval from the designated Public Works Director, Surveyor, and Fire Chief are provided as Exhibit B of this Staff Report.

- BDMC 17.20.060, regarding the City’s process for final plat review and decision:

“Final plats shall be approved, disapproved or returned to the applicant for modification or correction within sixty days from the date of filing thereof unless the applicant consents to an extension of such time period.”

This section of the vested Black Diamond Municipal Code further provides for Staff Review and findings (BDMC 17.20.060.A), followed by a City Council decision on the final plat (BDMC 17.20.060.B). Specifically:

“The city council shall review the findings of the public works director or designee and review the proposed final plat to assure that there is conformance with all terms of the preliminary plat

approval and, where applicable, MPD approval, the MPD development agreement, and MPD design standards. If the council determines that the final plat conforms with these requirements, and adequate bonds, if applicable, have been posted, then, by resolution, it shall enter written findings to that effect, and shall authorize the mayor to execute the city's written approval on the face of the plat."

Pursuant to BDMC 17.08.010, the public works director is defined as the "person, firm, or corporation appointed or authorized (including contractual authorization) by the mayor of the city to carry out the duties of the public works director as prescribed by the chapter."

- Compliance with Associated Conditions of Approval

- **Phase 2 Plat F SEPA Environmental Review Mitigation Measures (PLN23-0020)**

The City of Black Diamond prepared a Mitigated Determination of Non-Significance (MDNS) for the Ten Trails Phase 2 Plat F Preliminary Plat application. The Hearing Examiner's Report and Decision adopted the SEPA Mitigation Measures as Conditions of Approval #1-5 of the preliminary plat application.

The following SEPA Mitigation Measures, as implemented by the Hearing Examiner's Report and Decision for the Ten Trails Phase 2 Plat F Preliminary Plat (completed under City File Number PLN23-0019), are not applicable to this final plat application since they were specific to the site development activities of the preliminary plat application, which were implemented in association with the utility permit review and approval associated with site construction. The utility permit for site development within Divisions 3, 5, 6, and 7 of Ten Trails Phase 2 Plat F was processed and approved under City File Number PUB24-0006 and the utility permit for site development within Division 4 of Ten Trails Phase 2 Plat F was processed and approved under City File Number PUB24-0012.

**SEPA Mitigation Measures #1, 2, 3, and 4**

*These mitigation measures are specific to on-site construction activities associated with the approved utility permit application (City File Numbers PUB24-0006 and PUB24-0012) for Divisions 3, 4, 5, 6, and 7 of Phase 2 Plat F.*

The following SEPA Mitigation Measure (written verbatim) from the Hearing Examiner's Report and Decision has been completed or bonded for to the satisfaction of the City's Master Development Review Team, Community Development Department, and Public Works Department:

**SEPA Mitigation Measure #5:** Trail alignments within sensitive area buffers shall be flagged and demarcated by the applicant for City review prior to any trail section vegetation disturbance to verify the route of least disturbance to forested areas and native vegetation. The applicant shall submit protocols for trail alignment demarcation, City verification, and construction to minimize vegetation disturbance that is consistent with the provisions of BDMC 19.10.220(B)(3). No vegetation clearing is to occur beyond the approved clearing limits.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Trail alignments were reviewed and approved prior to construction with no vegetation clearing conducted beyond the approved clearing limits.*

○ **Phase 2 Plat F Preliminary Plat Conditions of Approval (PLN23-0019)**

The preliminary plat conditions of approval continue the numbering sequence from the SEPA Mitigation Measures associated with this proposal – preliminary plat specific conditions of approval begin at #6 of the Hearing Examiner’s Report and Decision. The following Phase 2 Plat F Preliminary Plat conditions of approval, as imposed by the Hearing Examiner’s approval of the preliminary plat application, are not applicable to this final plat application:

Preliminary Plat conditions of approval #6, 8, 9, 10, 12, 15, 21 – 24, 26 – 32, 34, 37, 38  
*These conditions are specific to on-site construction activities associated with the approved utility permit application (City File Numbers PUB24-0006 and PUB24-0012) for Divisions 3, 4, 5, 6, and 7 of Phase 2 Plat F.*

The following Ten Trails Phase 2 Plat F Preliminary Plat conditions of approval (written verbatim) have been completed or bonded to the satisfaction of the City’s Master Development Review Team, Community Development Department, and Public Works Department:

Preliminary Plat Condition #7: Infrastructure improvements shall be constructed as required by The Villages Development Agreement Section 11: Project Phasing, applicable implementing project conditions of approval, and applicable SEPA Mitigation Measures.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Sheet 13 of the final plat binds all development and construction within the final plat to be consistent with the provisions of the MPD Permit and Development Agreement, including the construction thresholds established in Section 11 of the Development Agreement.*

Preliminary Plat Condition #11: All house addresses shall be viewable from a fire accessible and compliant roadway.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. This requirement will be enforced at the time of building permit submittal for individual applications.*

Preliminary Plat Condition #13: At the time of building permit application, structures will be required to either have required fire flow available or to have a fire sprinkler system installed to allow for a reduction in required fire flow.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #1 on Sheet 4 of the final plat states this requirement. This requirement will be enforced at the time of building permit submittal for individual applications.*

Preliminary Plat Condition #14: All alleys shall be posted “No-Parking” with signage according to the International Fire Code; provisions for enforcement of



these no parking zones shall be defined and accepted by the Designated Official prior to final plat approval.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Signage plans showing “No-Parking” sign locations were reviewed in association with the utility permit submittal (PUB24-0006, PUB24-0012). The CCRs associated with this plat establish enforcement provisions in Sections 6.8, 11.1(c), 11.1 (e), and 8.5.7 of the Residential CC&Rs. The CCRs have been reviewed and approved by the City Attorney (Exhibit C).*

Preliminary Plat Condition #16: All easements shall be shown on the final plat.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. All easements associated with this final plat application have been shown on the final plat drawings. Conditions for Final Plat Note #2 on Sheet 4 of the final plat states this requirement.*

Preliminary Plat Condition #17: Prior to final plat approval, the applicant shall submit Covenants, Conditions, and Restrictions (CCR) for review and approval by the Designated Official.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The CCRs have been reviewed and approved by the City Attorney (Exhibit C).*

Preliminary Plat Condition #18: The Master Developer shall comply with Exhibit Q (Maple Valley Transportation Mitigation Agreement) of TV DA.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #3 on Sheet 4 of the final plat states this requirement.*

Preliminary Plat Condition #19: The Master Developer shall comply with Exhibit R (Covington Transportation Mitigation Agreement) of TV DA.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #4 on Sheet 4 of the final plat states this requirement.*

Preliminary Plat Condition #20: Tracts 901-936 shall be owned and maintained by the Master Developer (M.D.) or Applicable Owners Association (A.O.A.).

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The Tract Areas table on Sheet 3 identifies that all tracts are granted and conveyed, including maintenance responsibilities, to the Ten Trails Residential Owners Association or the MPD Master Developer CCD Black Diamond Partners, LLC. Note that only 8 of the 36 tracts identified in the preliminary plat application are included in this final plat application (Tracts 910-917).*

Preliminary Plat Condition #25: On the face of all permit submittals that enable building construction, the following sewer information must be presented in tabular format; the total building square footage included in that application, the number of fixture units in that application, the Average Dry Weather Flow (ADWF), and the Peak Wet Weather Flow (PWWF). This condition will be enforced during utility permit review and approval.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #6 on Sheet 4 of the final plat states this requirement. This condition will be administered in conjunction with subsequent building permit applications.*

Preliminary Plat Condition #31: Final plat applications for individual Divisions (as identified on Sheet CV3) may be requested, however individual Divisions must be able to demonstrate that they can meet all final plat requirements needed for that Division.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. This application to final plat Divisions 3, 4, and 6 has been reviewed to ensure that it can independently meet all final plat review criteria.*

Preliminary Plat Condition #35: A total of 18 Transfer of Development Rights (TDRs) are required for this application. Pursuant to TV DA 4.9, no final plats exceeding the Base Density of Phase 2 (established in TV DA Table 4-9) will be processed or approved until the Master Developer has acquired title to the needed TDRs and they have been assigned by the Master Developer to applicable Divisions of the plat.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The Phase 2 Plat F preliminary plat application entitled the development of a total of 123 units. This total unit count exceeded the Base Density of Phase 2 (as identified on Development Agreement Table 4-9) by 18 units when aggregating the total entitlement of projects in Phase 2 of the MPD. This means that 105 units within Phase 2 Plat F can be developed without the need for TDRs (123 units proposed – 18 units exceeding Phase 2 Base Density = 105 units within Base Density). The preceding final plat application for Phase 2 Plat F (Divisions 1 and 2, City File Number PLN24-0064) included 77 residential lots and did not require the application of TDRs. This final plat application includes 46 residential lots, which exceeds the Base Density of Phase 2 by 18 units. This proposal requires the application of 18 TDRs to the subject property, which has been reviewed and approved by the City Attorney (Exhibit D).*

Preliminary Plat Condition #36: Street names shown on the Preliminary Plat are non-binding. Pursuant to BDMC Chapter 12.08, the authority to develop and administer a street naming and addressing policy guide rests with the Community Development Department. Accordingly, street names will be formally assigned in association with final plat review and submittal.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Lot addresses and street names are provided within the Lot Address Table on Sheet 3.*

○ **The Villages Master Planned Development Conditions of Approval (PLN09-0017)**

The following MPD Permit conditions of approval, as required by the Hearing Examiner's approval of the MPD Permit application, are not applicable to this final plat application:

MPD Permit conditions of approval #1 – 8 and 10 – 164.

*These conditions are implemented by the approved Development Agreement for The Villages Master Planned Development.*

The following MPD Permit condition of approval (written verbatim) has been completed to the satisfaction of the City's Master Development Review Team, Community Development Department, and Public Works Department:

MPD Permit Condition #9: Homeowners Association(s) conditions, covenants and restrictions (CCRs) and/or the proposed Architectural Review Committee shall be required to allow the use of green technologies (such as solar panels) in all buildings. In addition, the CCRs shall include provisions, to be enforced by the HOA, prohibiting washing of cars in driveways or other paved surfaces, except for commercial car washes, and limiting the use of phosphorous fertilizers in common areas, so as to limit phosphorous loading in stormwater.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The Residential CCRs have been reviewed for compliance with this condition and approved by the City Attorney. Sections 6.26, 9.2, and 7.4.2 of the Residential CCRs meet the requirements of this condition (Exhibit C).*

- Compliance with The Villages Development Agreement (PLN10-0020/PLN11-0013)

The Ten Trails Phase 2 Plat F Divisions 3, 4, and 6 final plat application complies with all applicable Sections of the approved Development Agreement for The Villages, as established through the review process of the preliminary plat application. In regards to Section 11 – Project Phasing, the following construction thresholds relating to this final plat approval have been completed or bonded for to the satisfaction of the City's Master Development Review Team, Community Development Department, and Public Works Department:

- The Villages MPD Community Connector (Ten Trails Parkway)

Construction Threshold: The first phase will be constructed or bonded prior to recording Division 1 of Preliminary Plat 1A.

Staff Comment: *This project has been submitted to the City and approved. The applicant has provided the City with a completion bond form for the construction of this project in association with the approved Phase 1A – Division 2 final plat (PLN18-0034).*

- The Ring Road (Willow Avenue SE)

Construction Threshold: The first phase will be constructed or bonded prior to recording Division 1 of Preliminary Plat 1A, but also must be completed and accepted by the City of Black Diamond's Master Development Review Team/Public Works prior to the issuance of the first certificate of occupancy in Division 1 of Preliminary Plat 1A.

Staff Comment: *This project has been completed and approved by the City.*

- Frontage Improvements on SE Auburn-Black Diamond Road (Roberts Drive)

Construction Threshold: The first phase will be constructed or bonded prior to recording Division 1 of Preliminary Plat 1A. The second phase will be constructed prior to occupancy of the 726<sup>th</sup> Dwelling Unit in Preliminary Plat 1A. The third phase will be constructed concurrent with the development of the adjacent multi-family parcel 1H of Preliminary Plat 1A.

Staff Comment: All three phases of the Roberts Drive frontage improvements have been completed and approved by the City.

- Intersection of Community Connector and SE Auburn-Black Diamond Road

Construction Threshold: Constructed as a single lane roundabout prior to the occupancy of the 726<sup>th</sup> Dwelling Unit within Preliminary plat 1A, with the second phase of SE Auburn-Black Diamond Road frontage improvements.

Staff Comment: This project has been completed and approved by the City.

- Intersection Improvements at SE Auburn-Black Diamond Road (Roberts Drive) and Ring Road (Willow Avenue SE)

Construction Threshold: This project will be constructed or bonded prior to recording Division 1 of Preliminary Plat 1A.

Staff Comment: This project has been completed and approved by the City.

- The Villages MPD Small Interim Wastewater Pumping Station

Construction Threshold: This project will be complete and operational prior to issuance of the first building permit for any structure that might discharge sanitary sewer into the utility system.

Staff Comment: This project has been completed and approved by the City.

- The Villages MPD Interim Sewer Force Main

Construction Threshold: This project will be complete and operational prior to the issuance of the first building permit for any structure that might discharge sanitary sewer into the utility system.

Staff Comment: This project has been completed and approved by the City.

- The Interim Stormwater Pond and Infiltration Facility

Construction Threshold: This project will be constructed in phases as determined necessary by the MDRT / Public Works through final engineering review of each division within Preliminary Plat 1A.

Staff Comment: This project has been completed and approved by the City.

- The Village Green (Park at Roundabout)

Construction Threshold: This project will be commenced or bonded prior to recording Division 1 of Preliminary Plat 1A and will be completed no later than when Certificates of Occupancy or final inspection has been issued for 60% of the dwelling units located within ¼ mile of this park.

Staff Comment: This project has been completed and approved by the City.

- Civic Park in The Villages MPD  
Construction Threshold: This project will be commenced or bonded prior to recording Division 1 of Preliminary Plat 1A and will be completed no later than when Certificates of Occupancy or final inspection has been issued for 60% of the dwelling units located within ¼ mile of this park.  
Staff Comment: *This project has been completed and approved by the City.*
- SR169 / Roberts Drive (Interim Improvement)  
Construction Threshold: Completed engineering, design, and construction drawings and related application materials necessary for permit issuance for this interim improvement will be submitted to WSDOT prior to the City of Black Diamond's issuance of the first residential or commercial building permit associated with Division 1 of Preliminary Plat 1A.  
Staff Comment: *The applicant submitted an application to WSDOT prior to the final platting of Phase 1A – Division 1 (which was processed and approved under City File PLN17-0049). The roundabout has an approved utility permit and is undergoing active construction. The first roundabout at Roberts Drive / SR169 has been completed and is open to traffic.*
- SR169 / SE Black Diamond-Ravensdale Road (Interim Improvement)  
Construction Threshold: Completed engineering, design, and construction drawings and related application materials necessary for permit issuance for this interim improvement will be submitted to WSDOT prior to the City of Black Diamond's issuance of the first residential or commercial building permit associated with Division 1 of Preliminary Plat 1A.  
Staff Comment: *The applicant submitted an application to WSDOT prior to the final platting of Phase 1A – Division 1 (which was processed and approved under City File PLN17-0049). The roundabout has an approved utility permit and is undergoing active construction. The first roundabout at Roberts Drive / SR169 has been completed and is open to traffic. This roundabout also provides an intersection improvement to SE Black Diamond Ravensdale Road / SR169.*
- SE 288<sup>th</sup> Street / 216<sup>th</sup> Avenue SE Rechannalization  
Construction Threshold: The rechannalization shall occur no later than recording of Division 1 of Preliminary Plat 1A.  
Staff Comment: *This project has been completed and approved by the City.*
- Water Main Extension (from Black Diamond Library to The Villages MPD)  
Construction Threshold: Construction will occur prior to recording of Division 1 of Preliminary Plat 1A. The dual water main must be

completed, tested, and in-service prior to the first occupancy permit being issued for a dwelling unit or commercial use within Preliminary Plat 1A.

Staff Comment: *This project has been completed and approved by the City.*

- Roberts Drive Sidewalk/Safe Pedestrian Connection

Construction Threshold: The Applicant shall construct a safe pedestrian connection across Rock Creek for pedestrian linkage to Morgansville prior to the issuance of the certificate of occupancy of the 200th dwelling unit for The Villages MPD. In lieu of construction, the City shall have a financial commitment in place to complete the improvements within six years of PP1A approval.

Staff Comment: *This project has been completed and approved by the City.*

- Satellite Fire Station

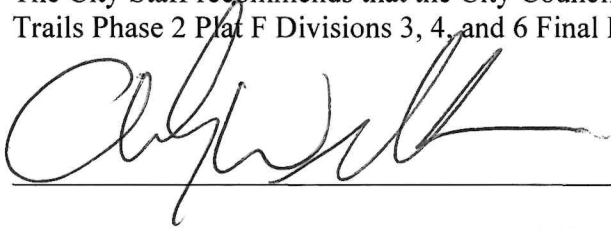
Construction Threshold: The design of the satellite fire station, pursuant to Section 13.4 of TV DA, must be selected, completed, and mutually agreed to by the City and Master Developer no later than the issuance of a Certificate of Occupancy for the 250th Dwelling Unit in The Villages MPD.

Staff Comment: *This siting and site design of the satellite fire station have been approved by the Master Developer, the City, and Mountain View/Black Diamond Fire & Rescue. An approved building permit for the fire station has been issued and is under active construction (City File BLD21-0111).*

### **Section V: Staff Recommendation**

Based on the information and materials provided in the Staff Report, the City's Community Development Department, Public Works Department, and Master Development Review Team have determined that the Ten Trails Phase 2 Plat F Divisions 3, 4, and 6 Final Plat application meets all applicable requirements for final plat approval.

The City Staff recommends that the City Council adopt the findings in this report and **APPROVE** the Ten Trails Phase 2 Plat F Divisions 3, 4, and 6 Final Plat, City File Number PLN25-0001.



Date: 5/27/2025

**Andy Williamson – MDRT Designated Official**



Date: May 27, 2025

**Dan Ervin, PE – MDRT Reviewing Engineer**



Date: 5/27/2025

**Alex Campbell, AICP – MDRT Reviewing Planner**

## **Section VI: Exhibits**

The following Exhibits are hereby incorporated by reference into the findings of this Staff Report:

- Exhibit A: Completion and Maintenance Bond Forms for Ten Trails MPD Phase 2 Plat F Divisions 3, 4, and 6 Final Plat, prepared by David Evans and Associates on behalf of Oakpointe and reviewed by Varius, Inc – dated 05/08/2025
- Exhibit B: Final Plat Approval Letters, prepared by Varius, Inc., Parametrix, and Mountain View/Black Diamond Fire and Rescue – various dates
- Exhibit C: CC&R Review Memo, prepared by Madrona Law Group – dated 05/26/2025
- Exhibit D: Notice of TDR Bank Trust Account Transfer to Receiving Area, prepared by the City of Black Diamond – dated 05/27/2025



**THE VILLAGES / TEN TRAILS MPD**  
**PHASE 2 PLAT F – DIVISIONS 3, 4, 6 FINAL PLAT**  
**PLN25-0001**

**EXHIBIT A**

**TITLE:** Performance and Maintenance Bond Forms for Ten Trails  
Plat 2 Plat F – Divisions 3, 4, and 6 Final Plat

**PREPARED BY:** David Evans and Associates, Inc. on behalf of  
Oakpointe and reviewed by Varius, Inc.

**DATE:** 05/08/2025



May 8th, 2025

Andrew Williamson  
MDRT Director  
PO Box 599  
Black Diamond WA 98010

**Attn: Andrew Williamson, Director**

**RE: Final Plat Document – Plat 2F, Division 3, 4 and 6 – Bond Review and Approval**

Dear Andy:

This letter is your certification, for use during Final Plat review and approval, that the Public Works Director has reviewed the proposed Performance Bond and Maintenance Bond Worksheets for Plat 2F, Division 3, 4 and 6 and found the bond amounts acceptable to complete and warrant the required work.

The bond calculation worksheets are included in multiple documents, and some of the worksheets include bonding for infrastructure outside of Divisions 3, 4 and 6, including Division 7 Maintenance Bonds, Division 5 Maintenance Bonds and Division 7 Performance Bonds. While this process is not customary, there was sufficient documentation provided for me to identify that the bond amounts included the applicable work within Divisions 3, 4 and 6.

The Maintenance Bond Worksheets (dated December 9<sup>th</sup>, 2024, and April 30<sup>th</sup>, 2025, and noted for Job Number OAKPCBDP6001) include line items for the maintenance of the following completed work:

| Division 4      |                 |
|-----------------|-----------------|
| Roadway         | \$ 129,148.00   |
| Concrete        | \$ 145,490.76   |
| Sewer           | \$ 296,148.16   |
| Storm           | \$ 363,270.40   |
| Water           | \$ 442,702.85   |
| Division 6      |                 |
| Electrical      | \$ 247,219.20   |
| Sewer           | \$ 537,885.44   |
| Strom           | \$ 372,880.00   |
| Water           | \$ 23,337.60    |
| SUBTOTAL        |                 |
| Subtotal        | \$ 2,558,082.41 |
| 25% Bond Amount | \$ 639,520.60   |

The bond worksheets are attached for reference. The value of the improvements listed is \$2,558,082.41. The **final bond amount of \$639,520.60** is derated to 25% of the actual maintenance costs in accordance with the Black Diamond Municipal Code.

**The final required Maintenance Bond amount for these items totals \$639,520.60.**

The Performance Bond Worksheets (dated April 3<sup>rd</sup>, 2025, and noted for Job Number OAKPCBDP6001) include line items for completion of the following uncompleted work:

|                         |                      |
|-------------------------|----------------------|
| 2" HMA Toplift Asphalt  | \$ 98,325.00         |
| Striping                | \$ 36,900.00         |
| Signage                 | \$ 5,100.00          |
| Subtotal                | \$ 140,325.00        |
| <b>150% Bond Amount</b> | <b>\$ 210,487.50</b> |

The total amount of uncompleted work is \$140,325.00. In accordance with BDMC 14.04.360, a Performance Bond in the amount of 150% of the uncompleted work must be posted. **The final required Performance Bond amount for these items totals \$210,487.50.**

Please call or email if you need additional information.

Sincerely,



Daniel R. Ervin, P.E.

*Varius Inc – Executive Vice President*

# Maintenance Cost Summary

For:

Ten Trails - Plat 2F, Division 4 (PUB24-0005)



DAVID EVANS  
AND ASSOCIATES INC.

Quantity and Cost per Unit Provided by: Goodfellow Bros., Inc.

Cost Summary Provided by: David Evans and Associates, Inc.

Job Number: OAKPCBDP6001

Date: December 9, 2024

| Plat 2F, Division 4 | Amount |
|---------------------|--------|
|---------------------|--------|

## Surface Improvements:

|            |              |
|------------|--------------|
| - Roadway  | \$129,148.00 |
| - Concrete | \$145,490.76 |

Total **\$274,638.76**

25% Bond Amount **\$68,659.69**



**Maintenance Cost Summary**  
**For:**  
**Ten Trails - Plat 2F, Division 4 (PUB24-0005)**



Quantity and Cost per Unit Provided by: Goodfellow Bros., Inc.

Cost Summary Provided by: David Evans and Associates, Inc.

Job Number: OAKPCBDP6001

Date: December 9, 2024

| Plat 2F, Division 4 | Amount |
|---------------------|--------|
|---------------------|--------|

**Utilities:**

|                         |              |
|-------------------------|--------------|
| - Sewer System          | \$296,148.16 |
| - Storm Sewer           | \$363,270.40 |
| - Water System (750 PZ) | \$442,702.85 |

**Total** **\$1,102,121.41**

**25% Bond Amount** **\$275,530.35**



# Plat 2F - Multi-Family

| Task Description                        | QTY       | Unit      | Unit Price  | Total             | Taxable QTY      | Total Tax        | Total w/ Tax      |
|-----------------------------------------|-----------|-----------|-------------|-------------------|------------------|------------------|-------------------|
| Mobilization                            | 1.00      | LS        | \$31,800.00 | 31,800.00         | 0.65             | 1,818.96         | 33,618.96         |
| General Conditions                      | 1.00      | LS        | \$54,000.00 | 54,000.00         | 0.65             | 3,088.80         | 57,088.80         |
| GPS Survey                              | 1.00      | LS        | \$17,100.00 | 17,100.00         | 0.65             | 978.12           | 18,078.12         |
| Concrete & Asphalt Testing              | 1.00      | LS        | \$6,600.00  | 6,600.00          | 0.65             | 377.52           | 6,977.52          |
| Construction Water                      | 1.00      | LS        | \$19,800.00 | 19,800.00         | 0.65             | 1,132.56         | 20,932.56         |
| <b>SUBTOTAL GENERAL CONDITIONS</b>      |           | <b>LS</b> |             | <b>129,300.00</b> | <b>3.25</b>      | <b>7,395.96</b>  | <b>136,695.96</b> |
| Inlet Protection                        | 12.00     | EA        | \$95.00     | 1,140.00          | -                | -                | 1,140.00          |
| Wheel Wash - Rent & Operation           | 2.00      | MO        | \$17,500.00 | 35,000.00         | -                | -                | 35,000.00         |
| Street Sweeping                         | 2.00      | MO        | \$5,650.00  | 11,300.00         | -                | -                | 11,300.00         |
| Erosion Control Maintenance             | 2.00      | MO        | \$4,600.00  | 9,200.00          | -                | -                | 9,200.00          |
| <b>SUBTOTAL EROSION CONTROL</b>         |           | <b>LS</b> |             | <b>56,640.00</b>  |                  |                  | <b>56,640.00</b>  |
| Timber, Clear, Grub & Grind             | 2.75      | AC        | 14,300.00   | 39,325.00         | 2.06             | 2,565.96         | 41,890.96         |
| Strip Site to Stockpile                 | 3,400.00  | CY        | 7.00        | 23,800.00         | 2,550.00         | 1,552.95         | 25,352.95         |
| Respread 6" Strippings on Lots & Slopes | 1,270.00  | CY        | 13.00       | 16,510.00         | 952.50           | 1,077.28         | 17,587.28         |
| Load & Haul Excess Strippings           | 2,770.00  | TCY       | 18.00       | 49,860.00         | 2,077.50         | 3,253.37         | 53,113.37         |
| Excavation & Embankment                 | 7,730.00  | CY        | 9.50        | 73,435.00         | 5,797.50         | 4,791.63         | 78,226.63         |
| <b>SUBTOTAL GRADING</b>                 |           | <b>LS</b> |             | <b>206,530.00</b> |                  | <b>13,476.08</b> | <b>220,006.08</b> |
| Finegrade Lots                          | 68,695.00 | SF        | 0.15        | 10,304.25         | 68,695.00        | 896.47           | 11,200.72         |
| Finegrade Slopes & Shoulders            | 25,100.00 | SF        | 0.35        | 8,785.00          | 25,100.00        | 764.30           | 9,549.30          |
| Finegrade Roads                         | 19,800.00 | SF        | \$0.35      | 6,930.00          |                  | -                | 6,930.00          |
| Finegrade Curb & Gutter, Bands          | 2,735.00  | LF        | \$6.00      | 16,410.00         |                  | -                | 16,410.00         |
| Finegrade Sidewalk & Driveways          | 4,350.00  | SF        | \$1.98      | 8,613.00          |                  | -                | 8,613.00          |
| Finegrade Planter Strips                | 1,200.00  | SF        | \$1.00      | 1,200.00          |                  | -                | 1,200.00          |
| <b>SUBTOTAL FINEGRADE</b>               |           | <b>LS</b> |             | <b>52,242.25</b>  | <b>93,795.00</b> | <b>1,660.76</b>  | <b>53,903.01</b>  |
| 10" Gravel Base                         | 27,960.00 | SF        | \$1.60      | 44,736.00         |                  | -                | 44,736.00         |
| 2" Crushed Surfacing Topcourse          | 19,800.00 | SF        | \$1.04      | 20,592.00         |                  | -                | 20,592.00         |
| 2" HMA Class 1/2" (Baselift)            | 19,800.00 | SF        | \$2.70      | 53,460.00         |                  | -                | 53,460.00         |
| Street Signs                            | 1.00      | LS        | \$7,700.00  | 7,700.00          |                  | -                | 7,700.00          |
| Type 3 Barricades                       | 2.00      | EA        | \$1,330.00  | 2,660.00          |                  | -                | 2,660.00          |
| <b>SUBTOTAL ROADWAY</b>                 |           | <b>LS</b> |             | <b>129,148.00</b> |                  |                  | <b>129,148.00</b> |
| 2" CSTC for Sidewalk/Ramps/Curbs        | 4,590.00  | SF        | \$2.00      | 9,180.00          |                  | -                | 9,180.00          |
| 4" CSTC for Concrete Bands/Driveways    | 7,920.00  | SF        | \$2.50      | 19,800.00         |                  | -                | 19,800.00         |
| 24" Concrete Bands                      | 2,640.00  | LF        | \$30.00     | 79,200.00         |                  | -                | 79,200.00         |
| Vertical Curb & Gutter                  | 95.00     | LF        | \$21.00     | 1,995.00          |                  | -                | 1,995.00          |
| 4" Sidewalk                             | 4,350.00  | SF        | \$5.80      | 25,230.00         |                  | -                | 25,230.00         |
| Mailbox Pad and Unit                    | 3.00      | EA        | \$3,090.00  | 9,270.00          | 3.00             | 815.76           | 10,085.76         |
| <b>SUBTOTAL CONCRETE</b>                |           | <b>LS</b> |             | <b>144,675.00</b> |                  | <b>815.76</b>    | <b>145,490.76</b> |
| 8" SDR35 Gravity Sewer Main             | 860.00    | LF        | \$90.00     | 77,400.00         | 860.00           | 6,811.20         | 84,211.20         |
| 6" SDR35 Side Sewer                     | 1,020.00  | LF        | \$67.00     | 68,340.00         | 1,020.00         | 6,013.92         | 74,353.92         |
| 48" Sewer Manhole                       | 6.00      | EA        | \$5,500.00  | 33,000.00         | 6.00             | 2,904.00         | 35,904.00         |



# Plat 2F - Multi-Family

| Task Description             | QTY      | Unit      | Unit Price  | Total             | Taxable QTY | Total Tax        | Total w/ Tax      |
|------------------------------|----------|-----------|-------------|-------------------|-------------|------------------|-------------------|
| 54" Sewer Manhole            | 1.00     | EA        | \$7,930.00  | 7,930.00          | 1.00        | 697.84           | 8,627.84          |
| Adjust Lids (2x)             | 14.00    | EA        | \$920.00    | 12,880.00         | 14.00       | 1,133.44         | 14,013.44         |
| Sewer Clean Outs             | 45.00    | EA        | \$505.00    | 22,725.00         | 45.00       | 1,999.80         | 24,724.80         |
| Manhole Vacuum Testing       | 7.00     | EA        | \$640.00    | 4,480.00          | 7.00        | 394.24           | 4,874.24          |
| TV Side Sewer 2X             | 45.00    | EA        | \$340.00    | 15,300.00         | 45.00       | 1,346.40         | 16,646.40         |
| TV Sewer Main 2X             | 860.00   | LF        | \$11.00     | 9,460.00          | 860.00      | 832.48           | 10,292.48         |
| Flush, Air Test 2x           | 1,880.00 | LF        | \$11.00     | 20,680.00         | 1,880.00    | 1,819.84         | 22,499.84         |
| <b>SUBTOTAL SEWER</b>        |          | <b>LS</b> |             | <b>272,195.00</b> |             | <b>23,953.16</b> | <b>296,148.16</b> |
| 12" LCPE Storm Main          | 705.00   | LF        | \$73.00     | 51,465.00         |             | -                | 51,465.00         |
| 8" Gate Valve Assembly       | 2.00     | EA        | \$2,900.00  | 5,800.00          | 2.00        | 510.40           | 6,310.40          |
| 8" PVC - Drains              | 925.00   | LF        | \$55.00     | 50,875.00         | 925.00      | 4,477.00         | 55,352.00         |
| 8" PVC - Cutoff Drains       | 570.00   | LF        | \$103.00    | 58,710.00         | 570.00      | 5,166.48         | 63,876.48         |
| 8" PVC - Drain (In Woods)    | 90.00    | LF        | \$64.00     | 5,760.00          | 90.00       | 506.88           | 6,266.88          |
| 6" PVC - Drains              | 145.00   | LF        | \$54.00     | 7,830.00          | 145.00      | 689.04           | 8,519.04          |
| 6" PVC - Cutoff Drains       | 385.00   | LF        | \$100.00    | 38,500.00         | 385.00      | 3,388.00         | 41,888.00         |
| Trench Dam                   | 2.00     | EA        | \$50.00     | 100.00            | 2.00        | 8.80             | 108.80            |
| Type 1 Catch Basin           | 9.00     | EA        | \$2,100.00  | 18,900.00         |             | -                | 18,900.00         |
| Type 1L Catch Basin          | 1.00     | EA        | \$2,500.00  | 2,500.00          |             | -                | 2,500.00          |
| Type 2 Catch Basin - 48"     | 2.00     | EA        | \$5,150.00  | 10,300.00         |             | -                | 10,300.00         |
| Adjust Lids                  | 12.00    | EA        | \$920.00    | 11,040.00         |             | -                | 11,040.00         |
| Roof Drain Cleanouts         | 11.00    | EA        | \$600.00    | 6,600.00          | 11.00       | 580.80           | 7,180.80          |
| Yard Drain Cleanouts         | 18.00    | EA        | \$600.00    | 10,800.00         | 18.00       | 950.40           | 11,750.40         |
| Flow Dispersal Trench        | 4.00     | EA        | \$13,800.00 | 55,200.00         | 4.00        | 4,857.60         | 60,057.60         |
| Flushing Storm System 2x     | 705.00   | LF        | \$11.00     | 7,755.00          |             | -                | 7,755.00          |
| <b>SUBTOTAL STORM SYSTEM</b> |          | <b>LS</b> |             | <b>342,135.00</b> |             | <b>21,135.40</b> | <b>363,270.40</b> |
| 8" DI Class 52 750 PZ        | 315.00   | LF        | \$103.00    | 32,445.00         | 315.00      | 2,855.16         | 35,300.16         |
| 8" Restrained Joint Water    | 910.00   | LF        | \$125.00    | 113,750.00        | 910.00      | 10,010.00        | 123,760.00        |
| 6" DI Class 52 750 PZ        | 25.00    | LF        | \$108.00    | 2,700.00          | 25.00       | 237.60           | 2,937.60          |
| 8" Gate Valve Assembly       | 6.00     | EA        | \$2,900.00  | 17,400.00         | 6.00        | 1,531.20         | 18,931.20         |
| 6" Gate Valve Assembly       | 2.00     | EA        | \$2,000.00  | 4,000.00          | 2.00        | 352.00           | 4,352.00          |
| Adjust Gate Valves (2x)      | 16.00    | EA        | \$920.00    | 14,720.00         | 16.00       | 1,295.36         | 16,015.36         |
| Fire Hydrant Assembly        | 2.00     | EA        | \$7,100.00  | 14,200.00         | 2.00        | 1,249.60         | 15,449.60         |
| 1" Single Water Service      | 46.00    | EA        | \$3,410.00  | 156,860.00        | 46.00       | 13,803.68        | 170,663.68        |
| 3" Sched. 80 Sleeves         | 12.00    | EA        | \$230.00    | 2,760.00          | 12.00       | 242.88           | 3,002.88          |
| 1" Air Vac Assembly          | 2.00     | EA        | \$4,920.00  | 9,840.00          | 2.00        | 865.92           | 10,705.92         |
| 2" Temp Blow Off Assembly    | 2.00     | EA        | \$3,670.00  | 7,340.00          | 2.00        | 645.92           | 7,985.92          |
| Sample Stations              | 1.00     | EA        | \$3,580.00  | 3,580.00          | 1.00        | 315.04           | 3,895.04          |
| Thrust Block                 | 20.00    | EA        | \$475.00    | 9,500.00          | 20.00       | 836.00           | 10,336.00         |
| Water Meter Address Tags     | 42.00    | EA        | \$103.00    | 4,326.00          | 42.00       | 380.69           | 4,706.69          |
| Flushing & Testing 2x        | 1,225.00 | LF        | \$11.00     | 13,475.00         | 1,225.00    | 1,185.80         | 14,660.80         |

## Plat 2F - Multi-Family

| Task Description                        | QTY      | Unit      | Unit Price | Total               | Taxable QTY     | Total Tax         | Total w/ Tax        |
|-----------------------------------------|----------|-----------|------------|---------------------|-----------------|-------------------|---------------------|
| <b>SUBTOTAL 750 WATER SYSTEM</b>        |          | <b>LS</b> |            | <b>406,896.00</b>   |                 | <b>35,806.85</b>  | <b>442,702.85</b>   |
| Wood Chip Trails                        | 940.00   | LF        | \$28.00    | 26,320.00           | 940.00          | 2,316.16          | 28,636.16           |
| Irrigation Service                      | 1.00     | EA        | \$8,410.00 | 8,410.00            | 1.00            | 740.08            | 9,150.08            |
| Irrigation Sleeves                      | 250.00   | LF        | \$21.00    | 5,250.00            | 250.00          | 462.00            | 5,712.00            |
| Excavate Planter 10"                    | 40.00    | CY        | \$20.00    | 800.00              |                 | -                 | 800.00              |
| <b>SUBTOTAL LANDSCAPE</b>               |          | <b>LS</b> |            | <b>40,780.00</b>    | <b>1,191.00</b> | <b>3,518.24</b>   | <b>44,298.24</b>    |
| JUT Trench Excavation, Sand, & Backfill | 1,200.00 | LF        | \$85.00    | 102,000.00          | 1,200.00        | 8,976.00          | 110,976.00          |
| JUT Crossings                           | 5.00     | EA        | \$4,400.00 | 22,000.00           | 5.00            | 1,936.00          | 23,936.00           |
| Vault Excavation                        | 5.00     | EA        | \$1,000.00 | 5,000.00            | 5.00            | 440.00            | 5,440.00            |
| <b>SUBTOTAL JUT</b>                     |          | <b>LS</b> |            | <b>129,000.00</b>   |                 | <b>11,352.00</b>  | <b>140,352.00</b>   |
| <b>SUMMARY TOTAL</b>                    |          |           |            | <b>1,703,011.25</b> |                 | <b>105,638.13</b> | <b>1,808,649.38</b> |



**Opinion of Probable Cost for Remaining Infrastructure**

**For:**

**Ten Trails - Plat 2F, Division 3 & 7 (PUB24-0005)**



**DAVID EVANS  
AND ASSOCIATES INC.**

Quantity and Cost per Unit Provided by: Goodfellow Bros., Inc.

Cost Summary Provided by: David Evans and Associates, Inc.

Job Number: OAKPCBDP6001

Date: April 3, 2025

| <b>Plat 2F, Division 3 &amp; 7</b> | <b>Amount</b> |
|------------------------------------|---------------|
|------------------------------------|---------------|

**Surface Improvements:**

|                               |             |
|-------------------------------|-------------|
| - 2" HMA Class 1/2" (Toplift) | \$98,325.00 |
| - Striping                    | \$36,900.00 |
| - Signage                     | \$5,100.00  |

**Total** **\$140,325.00**



**Maintenance Cost Summary**  
**For:**  
**Ten Trails - Plat 2F, Division 6 (PUB24-0005)**



Quantity and Cost per Unit Provided by: Goodfellow Bros., Inc.

Cost Summary Provided by: David Evans and Associates, Inc.

Job Number: OAKPCBDP6001

Date: April 30, 2025

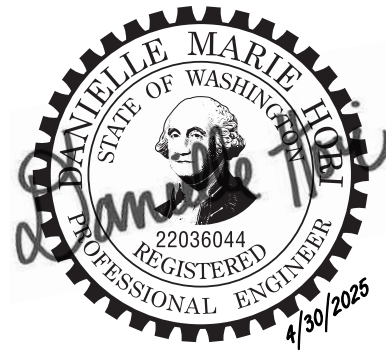
| Plat 2F, Division 6 | Amount |
|---------------------|--------|
|---------------------|--------|

**Utilities:**

|                   |              |
|-------------------|--------------|
| - Site Electrical | \$247,219.20 |
| - Sewer           | \$537,885.44 |
| - Storm           | \$372,880.00 |
| - Water           | \$23,337.60  |

**Total**      **\$1,181,322.24**

**25% Bond Amount**      **\$295,330.56**



## Plat 2F - Sewer & Storm Lift Stations

| Task Description                           | QTY      | Unit      | Unit Price | Total               | Taxable QTY | Total Tax        | Total w/ Tax        |
|--------------------------------------------|----------|-----------|------------|---------------------|-------------|------------------|---------------------|
| Cut to Fill                                | 130.00   | CY        | 34.00      | 4,420.00            | 65.00       | 194.48           | 4,614.48            |
| Finegrade Site                             | 2,600.00 | SF        | 1.60       | 4,160.00            | 1,300.00    | 183.04           | 4,343.04            |
| 10" Gravel Base                            | 2,600.00 | SF        | 3.80       | 9,880.00            | 1,300.00    | 434.72           | 10,314.72           |
| 2" CSTC                                    | 2,600.00 | SF        | 2.80       | 7,280.00            | 1,300.00    | 320.32           | 7,600.32            |
| 4" HMA                                     | 2,330.00 | SF        | 12.00      | 27,960.00           | 1,165.00    | 1,230.24         | 29,190.24           |
| 4" Concrete Pad with Reinforcing           | 270.00   | SF        | 15.00      | 4,050.00            | 135.00      | 178.20           | 4,228.20            |
| Perimeter Fencing including Gates          | 180.00   | LF        | 247.00     | 44,460.00           | 90.00       | 1,956.24         | 46,416.24           |
| Bollards                                   | 2.00     | EA        | 1,300.00   | 2,600.00            | 1.00        | 114.40           | 2,714.40            |
| <b>SUBTOTAL SITEWORK</b>                   |          | <b>LS</b> |            | <b>104,810.00</b>   |             | <b>4,611.64</b>  | <b>109,421.64</b>   |
| Tuff Shed                                  | 1.00     | LS        | 16,000.00  | 16,000.00           | 0.50        | 704.00           | 16,704.00           |
| Generator                                  | 1.00     | LS        | 124,000.00 | 124,000.00          | 0.50        | 5,456.00         | 129,456.00          |
| Underground Electrical Package             | 1.00     | LS        | 46,700.00  | 46,700.00           | 0.50        | 2,054.80         | 48,754.80           |
| Fire Alarm System                          | 1.00     | LS        | 13,900.00  | 13,900.00           | 0.50        | 611.60           | 14,511.60           |
| Arc Flash Analysis                         | 1.00     | LS        | 10,000.00  | 10,000.00           | 0.50        | 440.00           | 10,440.00           |
| Site Lighting Package                      | 1.00     | LS        | 21,200.00  | 21,200.00           | 0.50        | 932.80           | 22,132.80           |
| Commisioning & Startup                     | 1.00     | LS        | 5,000.00   | 5,000.00            | 0.50        | 220.00           | 5,220.00            |
| <b>SUBTOTAL SITE ELECTRICAL</b>            |          | <b>LS</b> |            | <b>236,800.00</b>   |             | <b>10,419.20</b> | <b>247,219.20</b>   |
| 4" DIP Sewer                               | 12.00    | LF        | 190.00     | 2,280.00            | 12.00       | 200.64           | 2,480.64            |
| 72" SS Wet Well with Aluminum Hatch        | 1.00     | EA        | 74,200.00  | 74,200.00           | 1.00        | 6,529.60         | 80,729.60           |
| Vaughn 10 HP Duplex Pump Assembly          | 1.00     | LS        | 97,400.00  | 97,400.00           | 1.00        | 8,571.20         | 105,971.20          |
| Influent Grinder                           | 1.00     | LS        | 123,000.00 | 123,000.00          | 1.00        | 10,824.00        | 133,824.00          |
| Control Panel                              | 1.00     | LS        | 128,000.00 | 128,000.00          | 1.00        | 11,264.00        | 139,264.00          |
| Valve Vault Assembly with Galvanized Hatch | 1.00     | LS        | 69,500.00  | 69,500.00           | 1.00        | 6,116.00         | 75,616.00           |
| <b>SUBTOTAL SEWER</b>                      |          | <b>LS</b> |            | <b>494,380.00</b>   |             | <b>43,505.44</b> | <b>537,885.44</b>   |
| 6" DIP Storm                               | 12.00    | LF        | 190.00     | 2,280.00            | -           | -                | 2,280.00            |
| 72" SD Wet Well with Aluminum Hatch        | 1.00     | EA        | 52,200.00  | 52,200.00           | -           | -                | 52,200.00           |
| Vaughn 20 HP Duplex Pump Assembly          | 1.00     | LS        | 117,000.00 | 117,000.00          | -           | -                | 117,000.00          |
| Control Panel                              | 1.00     | LS        | 142,600.00 | 142,600.00          | -           | -                | 142,600.00          |
| Valve Vault Assembly with Aluminum Hatch   | 1.00     | LS        | 58,800.00  | 58,800.00           | -           | -                | 58,800.00           |
| <b>SUBTOTAL STORM</b>                      |          | <b>LS</b> |            | <b>372,880.00</b>   |             | <b>-</b>         | <b>372,880.00</b>   |
| 2" Water Service Pipe                      | 40.00    | LF        | 90.00      | 3,600.00            | 40.00       | 316.80           | 3,916.80            |
| Yard Hydrant                               | 1.00     | EA        | 950.00     | 950.00              | 1.00        | 83.60            | 1,033.60            |
| 2" RPBA                                    | 1.00     | EA        | 16,900.00  | 16,900.00           | 1.00        | 1,487.20         | 18,387.20           |
| <b>SUBTOTAL WATER</b>                      |          | <b>LS</b> |            | <b>21,450.00</b>    |             | <b>1,887.60</b>  | <b>23,337.60</b>    |
| <b>SUMMARY TOTAL</b>                       |          |           |            | <b>1,230,320.00</b> |             | <b>60,423.88</b> | <b>1,290,743.88</b> |

**THE VILLAGES / TEN TRAILS MPD**  
**PHASE 2 PLAT F – DIVISIONS 3, 4, 6 FINAL PLAT**  
**PLN25-0001**

**EXHIBIT B**

**TITLE:** Final Plat Approval Letters

**PREPARED BY:** Varius, Inc., Parametrix, and Mountain View/  
Black Diamond Fire and Rescue

**DATE:** Various dates

May 8<sup>th</sup>, 2025

Andrew Williamson  
MDRT Director  
PO Box 599  
Black Diamond WA 98010

**Attn: Andrew Williamson, Director**

**RE:** Ten Trails Plat 2F, Divisions 3, 4 and 6 (PLN25-0001) Plat Certification

**Dear Andy:**

With this letter I transmit my approval of the Final Plat for Ten Trails, Plat 2F, Divisions 3, 4 and 6 based on survey certification provided by Parametrix dated May 8<sup>th</sup>, 2025. The Final Plat meets the requirements of the Preliminary Plat (including the Hearing Examiner Conditions of Approval) the applicable City codes and standards and the Development Agreement. My review was concluded in accordance with BDMC 17.20.060.

Please call or email if you need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Ervin', written over a light blue horizontal line.

Daniel R. Ervin, P.E.  
*Varius Inc – Executive Vice President*





## M E M O R A N D U M

---

DATE: May 22, 2025

TO: Andrew Williamson, Economic  
Development Director

FROM: Corey Thomas, Lead Plans Review Inspector

**SUBJECT:** Final Plat Certifications

---

A review was conducted on behalf of Mountain View Fire and Rescue for the following plat (Ten Trails Phase 1B, Plat A, Division 5 and Plat 2F Divisions 3, 4 and 6) to ensure that all fire code requirements have been addressed prior to final plat acceptance.

The review found that all fire code requirements have been met, and Mountain View Fire and Rescue hereby approves this plat for final plat acceptance for the City of Black Diamond.

DATE: May 21, 2025  
TO: Andrew Williamson  
FROM: Justin S. Emery, PLS  
SUBJECT: Ten Trails Plat 2F Divisions 3, 4, and 6, PLN25-0001  
CC:  
PROJECT NUMBER: 247-3043-032, Task 42  
PROJECT NAME: Ten Trails Plat 2F Divisions 3, 4, and 6, PLN25-0001

---

We have completed our 4rd review of the above-mentioned formal plat and have the following comments:

Sheet 4 of 13

- After review of the "TOTAL CZ ACREAGE ESTABLISHED BY THIS PLAT OF TEN TRAILS, "CED 3" column on sheet 4. The acreage on previous submittals was 0.57. After adding in the acreage of Tract 916 (6.22 acreage) the current area calculation of 6.79 acreages is correct as shown on revised sheet 4.

If you have any questions or need additional information, please contact me at (253) 785-3028 or email [jemery@parametrix.com](mailto:jemery@parametrix.com).

Thank you.

Justin Emery, PLS



05/21/2025



**THE VILLAGES / TEN TRAILS MPD**  
**PHASE 2 PLAT F – DIVISIONS 3, 4, 6 FINAL PLAT**  
**PLN25-0001**

**EXHIBIT C**

**TITLE:** CC&R Review Memo

**PREPARED BY:** Madrona Law Group

**DATE:** 05/27/2025





## MEMORANDUM

TO: Andy Williamson

FROM: David A. Linehan

DATE: May 26, 2025

RE: Ten Trails Phase 2, Plat F Division 3, 4, & 6 Final Plat: Conditions implemented through Covenants, Conditions, and Restrictions (CC&Rs)

---

This memo addresses Oakpointe's satisfaction of the conditions of approval that are being implemented in the Ten Trails Phase 2, Plat F ("Plat 2F") Division 3, 4, & 6 final plat via provisions of the Covenants, Conditions, and Restrictions (CC&Rs) applicable to the Ten Trails MPD (f/k/a "The Villages"). As explained below, the Ten Trails Residential CC&Rs (see footnote 1, *supra*) submitted by Oakpointe meet all conditions of approval imposed by the MPD Permit and the Hearing Examiner's December 28, 2023, decision approving the Ten Trails Phase 2, Plat F preliminary plat (City File No. PLN23-0019). Each applicable condition is set forth below verbatim, followed by an analysis of how that condition has been met in the Residential CC&Rs.

### A. Preliminary Plat Conditions Imposed by Hearing Examiner

**Condition No. 14:** *All alleys shall be posted "No-Parking" with signage according to the International Fire Code; provisions for enforcement of these no parking zones shall be defined and accepted by the Designated Official prior to final plat approval.*

This condition has been met. Section 6.8 of the Residential CC&Rs contains specific parking prohibitions consistent with this condition: "Parking is prohibited within alleys and on any section of roadway that is twenty (20) feet wide or narrower." The streets and alleys within Plat 2F Division 3, 4 & 6 are covered by the parking restrictions in Section 6.8 of the Residential CC&Rs.

Section 11.1(c) of the Residential CC&Rs authorizes the Residential Association to tow and impound any vehicle parked in violation of the CC&Rs. Section 11.1(e) additionally authorizes the Association board to bring legal action to enforce the parking restrictions. Finally, Section 8.5.7 of the Residential CC&Rs contains “provisions for enforcement” of these no parking zones and all other terms of the CC&Rs by authorizing the Association to “perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of this Declaration . . . .”

**Condition No. 17:** *Prior to final plat approval, the applicant shall submit Covenants, Conditions, and Restrictions (CCRs) for review and approval by the Designated Official.*

This condition has been met. Oakpointe previously submitted Residential CC&Rs applicable to the residential areas of Ten Trails PP1A Division 1 (recorded under King County Recording No. 20171107001312)<sup>1</sup> and has since submitted Supplemental Declarations sufficient to annex the entire Ten Trails (f/k/a “The Villages”) MPD site into the area covered by these CC&Rs (recorded under King County Recording No. 20180619000316 and No. 20171227000507). Additionally, Plat 2F Divisions 3, 4, & 6 are subject to the Declaration of Covenants, Conditions and Restrictions for Ten Trails Towns South (“Towns South CC&Rs”). Section 9.1 of the Towns South CC&Rs expressly incorporates the provisions of the Ten Trails Residential CC&Rs. The Ten Trails Residential CC&Rs and Supplemental Declarations, together with the Towns South CC&Rs, satisfy Condition No. 17 of the Hearing Examiner’s preliminary plat approval for Ten Trails Plat 2F.

## **B. MPD Permit Conditions**

**Condition No. 9:** *Homeowners Association(s) conditions, covenants and restrictions (CCRs) and/or the proposed Architectural Review Committee shall be required to allow the use of green technologies (such as solar panels) in all buildings. In addition, the CCRs shall include provisions, to be enforced by the HOA, prohibiting washing of cars in driveways or other paved*

---

<sup>1</sup> Declaration of Covenants, Conditions, Restrictions and Easements for Ten Trails Residential Areas (“Residential CC&Rs”).

*surfaces, except for commercial car washes, and limiting the use of phosphorous fertilizers in common areas, so as to limit phosphorous loading in stormwater.*

This condition is met by Section 6.26 of the Residential CC&Rs, which prohibits washing of vehicles on driveways and other paved surfaces, except for licensed and approved commercial car washes, and by Section 9.2, which provides that the Residential Association “shall limit the use of phosphorous fertilizers in Common Areas to the maximum extent practicable.” This condition is further met by Section 7.4.2 of the Residential CC&Rs, which provides that “the Design Review Committee shall not prohibit the use of green technologies (such as solar panels) in all buildings.”

# # #

**THE VILLAGES / TEN TRAILS MPD**  
**PHASE 2 PLAT F – DIVISIONS 3, 4, 6 FINAL PLAT**  
**PLN25-0001**

**EXHIBIT D**

**TITLE:** Notice of TDR Bank Trust Account Transfer to Receiving Area

**PREPARED BY:** City of Black Diamond

**DATE:** 05/27/2025



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

## **NOTICE OF TDR BANK TRUST ACCOUNT TRANSFER TO RECEIVING AREA**

Pursuant to the DRC Trust Agreement, Resolution No. 19-1298, Resolution No. 24-1632, and BDMC 19.24.055, 210 city DRCs were placed into the City's TDR Bank Trust Account on October 25, 2024, to be held by the City as Trustee for the benefit of the Trustor (CCD Black Diamond Partners, LLC).

On March 25, 2025, the Trustor delivered a written notice to the Trustee (the City) of Trustor's intent to transfer a portion of these 210 development rights to a specific parcel(s) within the Ten Trails Receiving Area in association with the Final Plat of Ten Trails MPD Phase 2 Plat F Divisions 3, 4, and 6 (City File No. PLN25-0001).

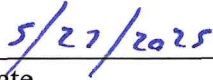
This Notice acknowledges that 18 development rights are hereby transferred to Trustor and, pursuant to Trustor's directions, shall be applied to the Ten Trails Receiving Area, specifically Parcel No.(s) 8576180890, in connection with approval of the Final Plat (City File No. PLN25-0001).

Trustor shall be responsible for recording this Notice at Trustor's expense.

Simultaneously with the issuance of this Notice the City shall update the TDR Program Database.

**CITY OF BLACK DIAMOND**

  
\_\_\_\_\_  
By: TDR Program Administrator

  
\_\_\_\_\_  
Date

TEN TRAILS

PLAT 2F DIVISIONS 3, 4 AND 6

PORTION OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 22,  
TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., CITY OF BLACK DIAMOND, WA  
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER THE HATCHED AREAS DEPICTED ON SHEET 5 OF 13 HERETO AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, INCLUDING THE RIGHT OF THE CITY OF BLACK DIAMOND TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS ADJACENT TO SAID HATCHED AREAS FOR THE ORIGINAL REASONABLE GRADING OF STREETS AND AVENUES. FURTHER, THE UNDERSIGNED OWNER WAIVES FOR THEMSELVES, THEIR HEIRS AND ASSIGNS, AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS AGAINST ANY GOVERNMENTAL AUTHORITY FOR DAMAGES TO SAID ADJACENT LOTS ARISING FROM THE REQUIRED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF THE DEDICATED AREA.

TRACTS 910, 912, 914, 915 AND 917, UTILITY, LANDSCAPE AND PEDESTRIAN ACCESS TRACTS; TRACT 911, ACCESS, UTILITY AND PEDESTRIAN ACCESS TRACT; TRACT 913, UTILITY, LANDSCAPE, PEDESTRIAN ACCESS AND SENSITIVE AREA TRACT; TRACT 916, SENSITIVE AREA, UTILITY AND PEDESTRIAN ACCESS TRACT, ARE HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE OBLIGATIONS, TO THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION.

NOTWITHSTANDING THE DEDICATIONS CONTAINED WITHIN THIS FINAL PLAT, CCD BLACK DIAMOND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY, RETAINS AND RESERVES UNTO ITSELF CERTAIN RIGHTS WITH RESPECT TO TRACTS 910, 911, 912, 913, 914, 915, 916 AND 917 INCLUDING, WITHOUT LIMITATION, THE RIGHT OF INGRESS, EGRESS AND ACCESS, AND TO CONSTRUCT, RECONSTRUCT, AND MAINTAIN ANY FACILITIES OR IMPROVEMENTS WITHIN SAID TRACTS AND THE RIGHT TO TEMPORARILY SUSPEND PUBLIC ACCESS TO SAID TRACTS FOR PURPOSES OF CONSTRUCTION AND MAINTENANCE.

A PERMANENT PUBLIC ACCESS AND PEDESTRIAN ACCESS EASEMENT IS HEREBY GRANTED AND CONVEYED TO THE PUBLIC OVER TRACTS 910, 911, 912, 913, 914, 915, 916 AND 917. TRAILS SHALL BE CONSTRUCTED AND MAINTAINED AS DIRECTED IN THE VILLAGES MPD DEVELOPMENT AGREEMENT, RECORDED UNDER RECORDING NUMBER 20120130000655 AND AMENDED UNDER RECORDING NUMBERS 20120906000762, 20120906000763, 20140103000655, 20141112001375, 20171206000581, 20181011000280, 20181011000281, 20190228000492, 20190228000493, 20220210000586, 20240301000312, 20240322000755 AND 20240828000194. MAINTENANCE SHALL BE THE OBLIGATION OF THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION.

A LANDSCAPE MAINTENANCE AND RENEWAL EASEMENT IS HEREBY GRANTED AND CONVEYED TO THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION FOR MAINTENANCE AND RENEWAL OF THE LANDSCAPED AREAS WITHIN THE ROADS DEDICATED TO THE PUBLIC WITHIN THIS SUBDIVISION.

A ONE-FOOT EASEMENT IS HEREBY GRANTED AND CONVEYED TO THE CITY OF BLACK DIAMOND UPON THE EXTERIOR ONE FOOT OF LOTS 1 THROUGH 46, INCLUSIVE, AND TRACTS 910 THROUGH 917, INCLUSIVE, ABUTTING ROADS HEREBY DEDICATED TO THE PUBLIC BY THIS SUBDIVISION FOR THE PURPOSES OF CONSTRUCTING, INSTALLING, MAINTAINING, REPLACING AND OPERATING THE CONCRETE AREAS LYING OUTSIDE OF PUBLIC RIGHT-OF-WAY DEDICATED HEREBY FOR THE PUBLIC USE TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENT AT ALL TIMES FOR THE PURPOSES STATED ABOVE. SEE SHEET 3 OF 13 FOR GENERAL DETAIL-1 OF EASEMENT LOCATION OVER INDIVIDUAL SAID LOTS AND TRACTS.

THIS SUBDIVISION, DEDICATION AND WAIVER OF CLAIMS ARE MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNER. IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

CCD BLACK DIAMOND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: OAKPOINTE LLC, A WASHINGTON LIMITED LIABILITY COMPANY,  
ITS MANAGER

BRIAN ROSS, MANAGER

CCF FINANCE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

BY:

ITS:

TPG AG EHC SD (LEN) MULTI STATE 1, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY

BY:

ITS:

BY:

COUNCIL APPROVAL

EXAMINED AND APPROVED THIS DAY OF , 2025.

COUNCIL RESOLUTION NUMBER

MAYOR, CITY OF BLACK DIAMOND

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

THIS IS TO CERTIFY THAT ON THIS DAY, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED CAROL BENSON TO ME KNOWN TO BE THE MAYOR OF THE CITY OF BLACK DIAMOND THAT EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CITY, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT SHE WAS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL THIS DAY OF , 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT

MY APPOINTMENT EXPIRES

CITY OF BLACK DIAMOND FILE NO. PLN25-0001

ACKNOWLEDGMENTS

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

ON THIS DAY OF , 2025, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN PERSONALLY APPEARED BRIAN ROSS, KNOWN TO ME TO BE THE MANAGER OF OAKPOINTE LLC, THE MANAGER OF CCD BLACK DIAMOND PARTNERS LLC, THE LIMITED LIABILITY COMPANY THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY, FOR THE PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

SIGNATURE OF  
NOTARY PUBLIC

MY APPOINTMENT EXPIRES DATE

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

ON THIS DAY OF , 2025, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED AND SWORN PERSONALLY APPEARED , KNOWN TO ME TO BE THE

OF CCF FINANCE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY, FOR THE PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

SIGNATURE OF  
NOTARY PUBLIC

MY APPOINTMENT EXPIRES DATE

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

ON THIS DAY OF , 2025, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN PERSONALLY APPEARED , KNOWN TO ME TO BE THE MANAGER OF TPG AG EHC SD (LEN) MULTI STATE 1, LLC, THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

SIGNATURE OF  
NOTARY PUBLIC

MY APPOINTMENT EXPIRES DATE

FIRE CHIEF APPROVAL

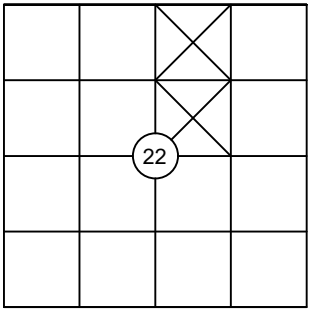
EXAMINED AND APPROVED THIS DAY OF , 2025.

CITY OF BLACK DIAMOND FIRE CHIEF

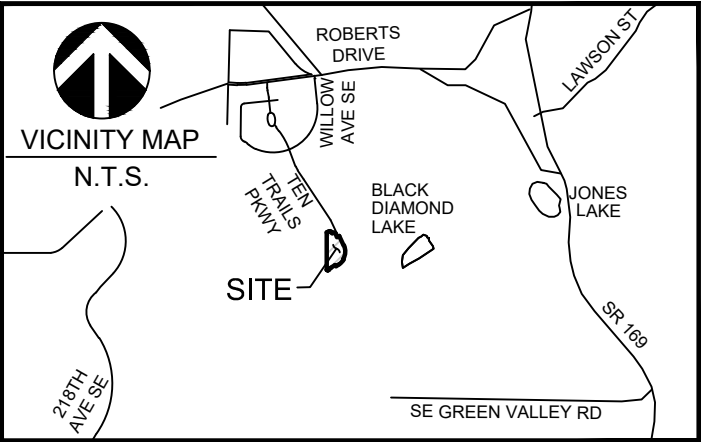
COMMUNITY DEVELOPMENT DIRECTOR

EXAMINED AND APPROVED THIS DAY OF , 2025.

COMMUNITY DEVELOPMENT DIRECTOR



INDEXING MAP  
TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M.



ORIGINAL TAX PARCEL NUMBERS

222106-9035, 222106-9041

PUBLIC WORKS DIRECTOR

THE PUBLIC WORKS DIRECTOR FOR THE CITY OF BLACK DIAMOND HAS APPROVED THE SURVEY DATA, THE LAYOUT OF THE STREETS, ALLEYS AND OTHER RIGHTS OF WAYS, DESIGN OF BRIDGES, SEWAGE AND WATER SYSTEM AND OTHER STRUCTURES.

EXAMINED AND APPROVED THIS DAY OF , 2025.

PUBLIC WORKS DIRECTOR

DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS DAY OF , 2025.

KING COUNTY ASSESSOR

DEPUTY KING COUNTY ASSESSOR

TREASURER CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS OR FOR OTHER PUBLIC USE, ARE PAID IN FULL.

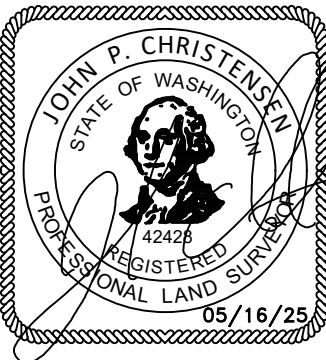
EXAMINED AND APPROVED THIS DAY OF , 2025.

TREASURER

DEPUTY

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF TEN TRAILS PLAT 2F DIVISIONS 3, 4 AND 6, CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF CCD BLACK DIAMOND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND SAID SURVEY WAS BASED UPON AN ACTUAL SURVEY OF SECTION 22, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M. AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS ACTUALLY SURVEYED; THAT THE COURSES AND DISTANCES SHOWN HEREON ARE CORRECT; THAT (1) MONUMENTS AS DESCRIBED AND SHOWN HEREON, UNLESS STATED OTHERWISE HEREON, WILL BE OR HAVE BEEN SET AT ALL LOT CORNERS AS SHOWN; (2) MONUMENTS AS DESCRIBED AND SHOWN HEREON AS "SET" WILL BE OR HAVE BEEN SET; AND (3) ALL MONUMENTS DESCRIBED AND SHOWN HEREON THAT ARE SHOWN TO BE SET" WITHIN THE RIGHT-OF-WAY, WITHIN AND WITHOUT THE BOUNDARY OF THIS SUBDIVISION, WILL BE SET AFTER THE STREET IS PAVED.



JOHN P. CHRISTENSEN, PLS  
SURVEYOR. CERTIFICATE NO. 42428  
DAVID EVANS AND ASSOCIATES, INC.  
20300 WOODINVILLE SNOHOMISH RD NE  
SUITE A-WOODINVILLE, WA 98072  
PHONE: (425) 415-2000

RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF DAVID EVANS AND ASSOCIATES, INC. THIS DAY OF , 2025, AT MINUTES PAST M. AND RECORDED IN VOLUME OF PLATS, PAGE(S) , RECORDS OF KING COUNTY, WASHINGTON.

DIVISION OF RECORDS AND ELECTIONS

MANAGER SUPERINTENDENT OF RECORDS

PLAT 2F DIVISIONS 3, 4 AND 6

CITY OF BLACK DIAMOND  
FILE NUMBER: PLN25-0001  
CITY OF BLACK DIAMOND,  
KING COUNTY, WASHINGTON

PORTION OF THE NW 1/4 AND SW 1/4 OF THE NE 1/4 OF  
SECTION 22, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M.,  
CITY OF BLACK DIAMOND, WA

JOB NO. OAKPCBDP6001 SHEET 1 OF 13



DAVID EVANS  
AND ASSOCIATES INC.  
20300 Woodinville Snohomish Rd NE  
Suite A • Woodinville, WA 98072  
p: 425.415.2000 f: 425.486.5059

VOL/PG



# TEN TRAILS

## PLAT 2F DIVISIONS 3, 4 AND 6

PORTION OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 22,  
TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., CITY OF BLACK DIAMOND, WA  
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

### LEGAL DESCRIPTION

(PER FIDELITY NATIONAL TITLE INSURANCE COMPANY, GUARANTEE/CERTIFICATE NO. 25000196-SC, REVISION 1, DATED FEBRUARY 27, 2025 AT 08:00 AM)

TRACTS 925, 926 AND 927 OF TEN TRAILS PLAT 2F DIVISIONS 1 AND 2 IN VOLUME 306 OF PLATS PAGES 17 THROUGH 31, INCLUSIVE, RECORDS OF KING COUNTY, WASHINGTON.

### RESTRICTIONS

- FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHTS-OF-WAY TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS, PRIOR TO MAKING ANY ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THE PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER
- NO LOT OR PORTION OF A LOT IN THIS PLAT SHALL BE DIVIDED AND SOLD OR RESOLD OR OWNERSHIP CHANGED OR TRANSFERRED WHEREBY THE OWNERSHIP OF ANY PORTION OF THIS PLAT SHALL BE LESS THAN THE AREA REQUIRED FOR THE USE DISTRICT IN WHICH LOCATED.
- THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION AS RECORDED UNDER KING COUNTY RECORDING NO. 20171107001312 AND AS AMENDED BY KING COUNTY RECORDING NOS. 20171227000507, 20180627001396, 20191231001205, 20211209001073, 20211220000992, 20220114000079, 20230214000603, 20230531001470, 20231211000818 AND 20240719000266
- THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS OF TEN TRAILS TOWNS SOUTH , A SUB-ASSOCIATION OF TEN TRAILS RESIDENTIAL AREAS, AS RECORDED UNDER KING COUNTY RECORDING NO. \_\_\_\_\_.
- DECORATIVE TYPE ENTRY SIGNS EITHER FOR BEAUTIFICATION OR ADVERTISEMENT OF THIS PLAT SHALL NOT UNDER ANY CIRCUMSTANCES BE PLACED IN PUBLIC RIGHT OF WAY.

### EASEMENT PROVISIONS

PUBLIC UTILITY EASEMENTS ARE HEREBY GRANTED AND CONVEYED, UPON THE RECORDING OF THIS PLAT, TO PUGET SOUND ENERGY, ANY TELEPHONE COMPANY, ANY CABLE TELEVISION COMPANY, ANY BROADBAND OR TELECOMMUNICATIONS COMPANY, CITY OF BLACK DIAMOND AND ITS SUCCESSORS AND ASSIGNS, UNDER AND UPON TRACTS 910, 911, 912, 913, 914, 915, 916 AND 917. ALL LOTS DESIGNATED WITH A STRIP FOR PUBLIC UTILITY EASEMENTS IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES, CATCH BASINS, MANHOLES. CLEANOUTS, WIRES, WATER METERS AND FIRE HYDRANTS WITH ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND-MOUNTED APPURTENANCES THERETO FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, SEWER, STORM, WATER AND OTHER UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS, AND SPACES AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THE LANDS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION. NO LINES OR WIRES FOR TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE OR CABLE TELEVISION SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT OR TRACT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

ALL PRIVATE STORM DRAINAGE EASEMENTS SHOWN ON SHEETS 6 THROUGH 11 HERETO ARE HEREBY GRANTED AND CONVEYED TO THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION FOR THE PURPOSES OF OPERATING, MAINTAINING, REPAIRING AND RENEWING, AT ITS SOLE ELECTION, THE PRIVATE STORM DRAINAGE FACILITIES AND APPURTENANCES INSTALLED DURING THE INITIAL CONSTRUCTION OF THIS SUBDIVISION.

IN ADDITION THE APPLICABLE ASSOCIATION SHALL BE RESPONSIBLE FOR OPERATING, MAINTAINING, REPAIRING AND RENEWING ALL PRIVATE STORM DRAINAGE FACILITIES AND APPURTENANCES INSTALLED DURING THE INITIAL CONSTRUCTION OF THIS SUBDIVISION LYING WITHIN THE TRACTS OWNED BY SUCH ASSOCIATION IN ACCORDANCE WITH THE TRACT TABLE ON SHEET 3 OF 13.

ALL PRIVATE SANITARY SEWER EASEMENTS SHOWN HEREON ARE HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE OBLIGATIONS, TO THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION FOR THE PURPOSES OF OPERATING, MAINTAINING, REPAIRING AND RENEWING THE PRIVATE SANITARY SEWER FACILITIES AND APPURTENANCES INSTALLED DURING THE INITIAL CONSTRUCTION OF THIS SUBDIVISION IN ACCORDANCE WITH THE TRACT TABLE ON SHEET 3 OF 13.

ALL SINGLE FAMILY RESIDENTIAL LOTS SHALL BE SUBJECT TO AN EASEMENT 5 FEET IN WIDTH, PARALLEL WITH AND ADJACENT TO ALL INTERIOR SIDE LOT LINES, AND 5 FEET IN WIDTH, PARALLEL WITH AND ADJACENT TO ALL REAR LOT LINES, FOR THE PURPOSE OF PRIVATE STORM DRAINAGE AND WALLS. IN THE EVENT LOT LINES ARE ADJUSTED AFTER THE RECORDING OF THIS PLAT, THE EASEMENTS SHALL MOVE WITH THE ADJUSTED LOT LINES. MAINTENANCE OF ALL PRIVATE DRAINAGE EASEMENTS ON THIS PLAT SHALL BE THE RESPONSIBILITY OF ALL LOTS DERIVING BENEFIT FROM SAID EASEMENT. NO STRUCTURES OTHER THAN FENCES AND EAVE OVERHANGS SHALL BE CONSTRUCTED WITHIN THESE EASEMENTS.

ALL PRIVATE STORM DRAINAGE EASEMENTS SHOWN ON SHEETS 8, 9, 10 AND 11 OF 13, HERETO ARE HEREBY GRANTED AND CONVEYED TO THE ADJOINING LOT OWNERS FOR THE PURPOSES OF OPERATING, MAINTAINING, REPAIRING AND RENEWING THE PRIVATE STORM DRAINAGE FACILITIES AND APPURTENANCES INSTALLED DURING THE INITIAL CONSTRUCTION OF THIS SUBDIVISION.

ALL PUBLIC AND PRIVATE UTILITY EASEMENTS BENEFIT THE LOTS SERVED AND THE BENEFITED LOTS ARE RESPONSIBLE FOR MAINTENANCE THEREOF.

### EXCEPTIONS NOTED IN TITLE REPORT

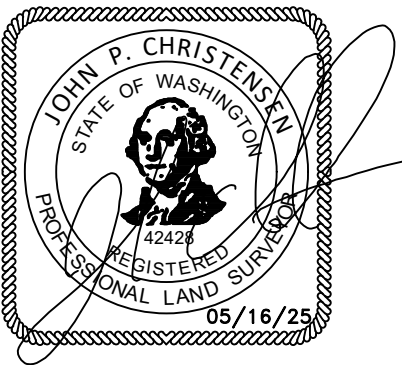
(PER FIDELITY NATIONAL TITLE INSURANCE COMPANY, GUARANTEE/CERTIFICATE NO. 25000196-SC, REVISION 1, DATED FEBRUARY 27, 2025 AT 08:00 AM)

- RESERVATION OF ALL COAL, OIL, GAS AND MINERAL RIGHTS, AND RIGHTS TO EXPLORE FOR THE SAME CONTAINED IN THE DEED:  
GRANTOR: WEYERHAEUSER COMPANY, A WASHINGTON CORPORATION  
RECORDING DATE: JANUARY 4, 1985  
RECORDING NO.: 8501040307
- MITIGATION AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:  
RECORDING DATE: APRIL 22, 2011  
RECORDING NO.: 20110422000249
- THE VILLAGE MASTER PLANNED DEVELOPMENT AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:  
EXECUTED BY: CITY OF BLACK DIAMOND AND BD VILLAGE PARTNERS, L.P.  
RECORDING DATE: JANUARY 30, 2012  
RECORDING NO.: 20120130006655  
AMENDED BY INSTRUMENT(S):  
RECORDING DATE: SEPTEMBER 6, 2012, JANUARY 3, 2014, NOVEMBER 12, 2014, DECEMBER 6, 2017, OCTOBER 11, 2018 , FEBRUARY 28, 2019, MARCH 1, 2024, MARCH 22, 2024, AND AUGUST 28, 2024  
RECORDING NO.: 20120906000762 RECORDING NO.: 20120906000763, RECORDING NO.: 20140103000655, RECORDING NO.: 20141112001375, RECORDING NO.: 20171206000581, RECORDING NO.: 20181011000280, RECORDING NO.: 20181011000281, RECORDING NO.: 20190228000492, RECORDING NO.: 20190228000493, RECORDING NO.: 20220210000586, RECORDING NO.: 20240301000312, RECORDING NO.: 20240322000755, RECORDING NO.: 20240828000194

### EXCEPTIONS NOTED IN TITLE REPORT (CONT.)

- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SHOWN IN THE DOCUMENT:  
RECORDING DATE: MAY 28, 2015  
RECORDING NO.: 20150528000482  
PURPOSE: TEMPORARY ACCESS EASEMENT  
AFFECTS: PORTION OF SAID PREMISES  
AMENDED BY INSTRUMENT(S):  
RECORDING DATE: AUGUST 11, 2015, OCTOBER 21, 2015 AND SEPTEMBER 22, 2022  
RECORDING NO.: 20150811000652  
RECORDING NO.: 20151021001954  
RECORDING NO.: 20220922000275
- NOTICE OF PAYMENT OBLIGATION, AND THE TERMS AND CONDITIONS THEREOF:  
RECORDING DATE: DECEMBER 2, 2015  
RECORDING NO.: 20151202000632
- COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT  
RECORDING DATE: NOVEMBER 7, 2017  
RECORDING NO.: 20171107001312  
AMENDED BY INSTRUMENT(S):  
RECORDING DATE: DECEMBER 27, 2017, JUNE 19, 2018, JUNE 27, 2018, AUGUST 22, 2019, DECEMBER 31, 2019, DECEMBER 9, 2021, AND FEBRUARY 14, 2023, MAY 31, 2023, DECEMBER 11, 2023 AND JULY 19, 2024  
RECORDING NO.: 20171227000507, RECORDING NO.: 20180619000316, RECORDING NO.: 20180627001396, RECORDING NO.: 2 0190822000857 , RECORDING NO.: 20191231001205 , RECORDING NO.: 20211209001073, RECORDING NO.: 20230214000603, RECORDING NO.: 20230531001470, RECORDING NO.: 20231211000818, RECORDING NO.: 20240719000266
- COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, ENCROACHMENTS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON CITY OF BLACK DIAMOND LOT LINE ADJUSTMENT NO. PLN 21-0011:  
  
RECORDING NO: 20210628900003
- AMENDED AND RESTATED COMPREHENSIVE SCHOOL MITIGATION AGREEMENT  
EXECUTED BY: CCD BLACK DIAMOND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY, CITY OF BLACK DIAMOND, A WASHINGTON MUNICIPAL CORPORATION, AND ENUMCLAW SCHOOL DISTRICT NO. 216, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON  
RECORDING DATE: DECEMBER 14, 2021  
RECORDING NO.: 20211214000628  
SAID AGREEMENT AMENDS AND RESTATES AGREEMENT RECORDED UNDER RECORDING NUMBER 20110624001156, AND ANY AMENDMENTS THERETO.
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:  
GRANTED TO: PUGET SOUND ENERGY, INC.  
PURPOSE: TRANSMISSION AND DISTRIBUTION OF GAS AND ELECTRICITY  
RECORDING DATE: JUNE 4, 2024  
RECORDING NO.: 20240604000605  
AFFECTS: PORTION OF SAID PREMISES
- ANY RIGHTS, INTERESTS, OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY SURVEY:  
JOB NO.: 23555  
DATED: JULY 25, 2024  
PREPARED BY: BARGHAUSEN CONSULTING ENGINEERS, INC.  
MATTERS SHOWN: EXISTING TREES LOCATED ALONG THE BOUNDARY OF THE PROPOSED BLA SITE WERE LOCATED.
- COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, ENCROACHMENTS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON CITY OF BLACK DIAMOND LOT LINE ADJUSTMENT NO. PLN24-0035:  
RECORDING NO: 20240923900006
- DECLARATION OF BUILDER'S COVENANTS, CONDITIONS AND RESTRICTIONS BY AND BETWEEN: TPG AG EHC SD (LEN) MULTI STATE 1, LLC AND CCD BLACK DIAMOND PARTNERS LLC  
RECORDING DATE: OCTOBER 11, 2024  
RECORDING NO.: 20241011000897
- MEMORANDUM OF OPTION AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:  
BY AND BETWEEN: TPG AG EHC SD (LEN) MULTI STATE 1, LLC AND LENNAR NORTHWEST LLC  
RECORDING DATE: OCTOBER 11, 2024  
RECORDING NO.: 20241011000898
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:  
GRANTED TO: PUGET SOUND ENERGY, INC.  
PURPOSE: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM  
RECORDING DATE: OCTOBER 23, 2024  
RECORDING NO.: 20241023000580  
AFFECTS: PORTION OF SAID PREMISES AND OTHER PROPERTY
- COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, ENCROACHMENTS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON TEN TRAILS PLAT 2F DIVISIONS 1 AND 2 VOLUME 306 PAGES 17 - 31  
  
RECORDING NO: 20241224000759
- TEMPORARY ACCESS EASEMENT  
RECORDING DATE: DECEMBER 26, 2024  
RECORDING NO.: 20241226000337

ITEM NOS. 17 THROUGH 24, INCLUSIVE, ADDRESS GENERAL AND SPECIAL TAXES, LIABILITY FOR SEWER TREATMENT CAPACITY CHARGES, DEEDS OF TRUST AND UNRECORDED LEASEHOLDS, AND AS SUCH DO NOT PERTAIN TO THIS PLAT.



## TEN TRAILS PLAT 2F DIVISIONS 3, 4 AND 6

CITY OF BLACK DIAMOND,  
KING COUNTY, WASHINGTON



**DAVID EVANS  
AND ASSOCIATES INC.**  
20300 Woodinville Snohomish Rd NE  
Suite A • Woodinville, WA 98072  
p: 425 415 2000 f: 425 486 5059

JOB NO. OAKPCBDP6001  
SHEET 2 OF 13



# TEN TRAILS

## PLAT 2F DIVISIONS 3, 4 AND 6

PORTION OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 22,  
TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., CITY OF BLACK DIAMOND, WA  
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

### CITY OF BLACK DIAMOND CONDITIONS

#### MINE WORKING WARNING:

WARNING: THE CITY OF BLACK DIAMOND OVERLIES NUMEROUS MINE SHAFTS, TUNNELS, AND OTHER WORKINGS, THE EXACT LOCATION, DEPTH, AND SIZE OF WHICH ARE UNKNOWN. THE LAND ENCOMPASSED BY THIS SUBDIVISION MAY OR MAY NOT OVERLIE SUCH A WORKINGS. IN APPROVING THIS SUBDIVISION, THE CITY OF BLACK DIAMOND MAKES NO REPRESENTATIONS AND ASSUMES NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO THE SUITABILITY OF THIS SITE FOR THE DEVELOPMENT CONTEMPLATED OR THE SUITABILITY OR INTEGRITY OF THE SUBSOIL AGAINST SUBSIDENCE OR COLLAPSE.

#### APPROVED MPD STATEMENT:

THIS PLAT IS PART OF AN APPROVED MASTER PLANNED DEVELOPMENT (MPD). ALL DEVELOPMENT AND CONSTRUCTION WITHIN THIS PLAT MUST BE CONSISTENT WITH THE APPLICABLE REQUIREMENTS OF THE MPD DEVELOPMENT AGREEMENT, MPD DESIGN STANDARDS, AND MITIGATION REQUIREMENTS.

#### GENERAL NOTES:

1) UNLESS OTHERWISE NOTED WITHIN THIS PLAT, ALL WATER AND SEWER PIPELINES WILL BE PUBLICLY OWNED AND OPERATED AND WILL BE WITHIN DEDICATED EASEMENT OR RIGHT OF WAY. STORMWATER PIPELINES MAY BE PRIVATELY OWNED AS LONG AS THE AREA SERVED BY THE PIPELINE IS ENTITLED BY EASEMENT AND OWNED BY THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION.

2) WATER CAPITAL FACILITY CHARGES AND SEWER CAPITAL FACILITY CHARGES SHALL NOT BE IMPOSED FOR DEVELOPMENT IN THIS PLAT.

3) MPD CONDITIONS OF APPROVAL: IN THE EVENT THAT THE REGENCY AT TEN TRAILS OWNERS ASSOCIATION FAILS TO PERFORM ANY MAINTENANCE OF PRIVATE ALLEY AS REQUIRED BY SECTION 5.5.7 OF THE VILLAGES MPD DEVELOPMENT AGREEMENT AND, AS A RESULT, THE CITY OF BLACK DIAMOND PERFORMS SAID MAINTENANCE, THE LOT OWNERS OF THE PLAT ACKNOWLEDGE AND AGREE ON BEHALF OF THEMSELVES AND ALL SUCCESSORS AND ASSIGNS THAT, IF NOT PAID WITHIN THIRTY (30) DAYS OF INVOICING BY THE CITY, THE CITY'S TOTAL COST ARISING FROM THE CITY'S PERFORMANCE OF SAID REQUIRED PRIVATE ALLEY OR AUTO COURT PLUS ANY PENALTIES AND INTEREST THEREON AS PROVIDED BY THE VILLAGES MPD DEVELOPMENT AGREEMENT RECORDED UNDER KING COUNTY RECORDING NO. 20120130000655 SHALL BE A LIEN AGAINST ALL PROPERTY, INCLUDING INDIVIDUAL LOTS, WITHIN THIS PLAT, AND SAID LIEN MAY BE FORECLOSED IN THE SAME MANNER PROVIDED FOR THE FORECLOSURE OF LIENS FOR UNPAID SEWER RATES AND CHARGES SET FORTH IN RCW 35.67.220 - .280, AS AMENDED.

4) MPD CONDITIONS OF APPROVAL: IN THE EVENT THAT THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION FAILS TO PERFORM ANY MAINTENANCE OF STREET-SIDE LANDSCAPING FEATURE AS REQUIRED BY SECTION 5.5.7 OF THE VILLAGES MPD DEVELOPMENT AGREEMENT AND, AS A RESULT, THE CITY OF BLACK DIAMOND PERFORMS SAID MAINTENANCE, THE LOT OWNERS OF THE PLAT ACKNOWLEDGE AND AGREE ON BEHALF OF THEMSELVES AND ALL SUCCESSORS AND ASSIGNS THAT, IF NOT PAID WITHIN THIRTY (30) DAYS OF INVOICING BY THE CITY, THE CITY'S TOTAL COST ARISING FROM THE CITY'S PERFORMANCE OF SAID REQUIRED LANDSCAPING MAINTENANCE PLUS ANY PENALTIES AND INTEREST THEREON AS PROVIDED BY THE VILLAGES MPD DEVELOPMENT AGREEMENT RECORDED UNDER KING COUNTY RECORDING NO. 20120130000655 SHALL BE A LIEN AGAINST ALL PROPERTY, INCLUDING INDIVIDUAL LOTS, WITHIN THIS PLAT, AND SAID LIEN MAY BE FORECLOSED IN THE SAME MANNER PROVIDED FOR THE FORECLOSURE OF LIENS FOR UNPAID SEWER RATES AND CHARGES SET FORTH IN RCW 35.67.220 - .280, AS AMENDED.

5) ANY STRUCTURE (INCLUDING RETAINING WALLS 4 FEET OR TALLER) ADJACENT TO A SENSITIVE AREAS SETBACK SHALL COMPLY WITH THE CITY OF BLACK DIAMOND SENSITIVE AREAS ORDINANCE AS FOUND IN EXHIBIT E OF THE VILLAGES MPD DEVELOPMENT AGREEMENT.

### LOT AREAS

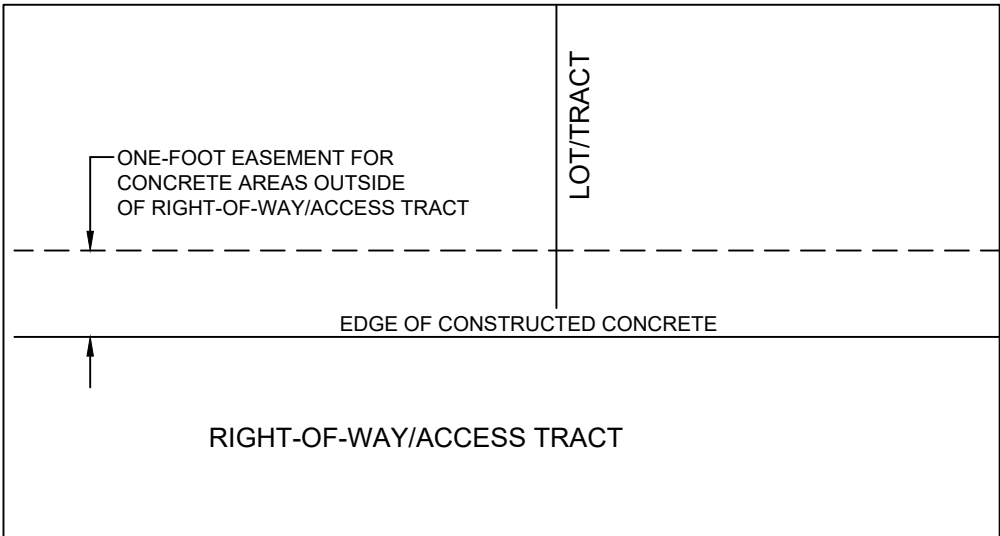
| LOT NO. | AREA (SF) | LOT NO. | AREA (SF) | LOT NO. | AREA (SF) |
|---------|-----------|---------|-----------|---------|-----------|
| LOT 1   | 1,893     | LOT 17  | 1,470     | LOT 33  | 1,120     |
| LOT 2   | 1,400     | LOT 18  | 1,985     | LOT 34  | 1,120     |
| LOT 3   | 1,120     | LOT 19  | 1,984     | LOT 35  | 1,400     |
| LOT 4   | 1,120     | LOT 20  | 1,470     | LOT 36  | 1,890     |
| LOT 5   | 1,400     | LOT 21  | 1,176     | LOT 37  | 1,890     |
| LOT 6   | 1,890     | LOT 22  | 1,176     | LOT 38  | 1,400     |
| LOT 7   | 1,890     | LOT 23  | 1,470     | LOT 39  | 1,120     |
| LOT 8   | 1,400     | LOT 24  | 1,979     | LOT 40  | 1,120     |
| LOT 9   | 1,120     | LOT 25  | 2,371     | LOT 41  | 1,400     |
| LOT 10  | 1,120     | LOT 26  | 1,450     | LOT 42  | 1,890     |
| LOT 11  | 1,400     | LOT 27  | 1,120     | LOT 43  | 2,170     |
| LOT 12  | 1,893     | LOT 28  | 1,120     | LOT 44  | 1,400     |
| LOT 13  | 1,979     | LOT 29  | 1,400     | LOT 45  | 1,120     |
| LOT 14  | 1,470     | LOT 30  | 1,890     | LOT 46  | 2,098     |
| LOT 15  | 1,176     | LOT 31  | 1,890     |         |           |
| LOT 16  | 1,176     | LOT 32  | 1,400     |         |           |

### TRACT AREAS

| TRACT | AREA       | USE                                                      | TYPE OF PARK | GRANTED AND CONVEYED TO                   |
|-------|------------|----------------------------------------------------------|--------------|-------------------------------------------|
| 910   | 5,645 SF   | UTILITY, LANDSCAPE AND PEDESTRIAN ACCESS                 |              | TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION |
| 911   | 25,532 SF  | ACCESS, UTILITY AND PEDESTRIAN ACCESS                    |              | TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION |
| 912   | 1,988 SF   | UTILITY, LANDSCAPE AND PEDESTRIAN ACCESS                 |              | TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION |
| 913   | 2,033 SF   | UTILITY, LANDSCAPE, PEDESTRIAN ACCESS AND SENSITIVE AREA |              | TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION |
| 914   | 3,185 SF   | UTILITY, LANDSCAPE AND PEDESTRIAN ACCESS                 |              | TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION |
| 915   | 8,355 SF   | UTILITY, LANDSCAPE AND PEDESTRIAN ACCESS                 |              | TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION |
| 916   | 270,946 SF | SENSITIVE AREA, UTILITY AND PEDESTRIAN ACCESS            |              | TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION |
| 917   | 3,488 SF   | UTILITY, LANDSCAPE AND PEDESTRIAN ACCESS                 |              | TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION |

#### DETAIL-1

ONE FOOT WIDE EASEMENT  
NOT TO SCALE



### LOT ADDRESS TABLE

| LOT NO. | STREET NAME          | ADDRESS | LOT NO. | STREET NAME          | ADDRESS |
|---------|----------------------|---------|---------|----------------------|---------|
| LOT 1   | PINNACLE PEAK AVE SE | 33947   | LOT 24  | PINNACLE PEAK AVE SE | 34255   |
| LOT 2   | PINNACLE PEAK AVE SE | 33959   | LOT 25  | EMERALD RIDGE AVE SE | 34275   |
| LOT 3   | PINNACLE PEAK AVE SE | 33971   | LOT 26  | EMERALD RIDGE AVE SE | 34285   |
| LOT 4   | PINNACLE PEAK AVE SE | 33983   | LOT 27  | EMERALD RIDGE AVE SE | 34295   |
| LOT 5   | PINNACLE PEAK AVE SE | 33995   | LOT 28  | EMERALD RIDGE AVE SE | 23965   |
| LOT 6   | PINNACLE PEAK AVE SE | 34007   | LOT 29  | EMERALD RIDGE AVE SE | 23975   |
| LOT 7   | PINNACLE PEAK AVE SE | 34019   | LOT 30  | EMERALD RIDGE AVE SE | 23985   |
| LOT 8   | PINNACLE PEAK AVE SE | 34031   | LOT 31  | EMERALD RIDGE AVE SE | 23995   |
| LOT 9   | PINNACLE PEAK AVE SE | 34043   | LOT 32  | EMERALD RIDGE AVE SE | 24005   |
| LOT 10  | PINNACLE PEAK AVE SE | 34055   | LOT 33  | EMERALD RIDGE AVE SE | 34325   |
| LOT 11  | PINNACLE PEAK AVE SE | 34067   | LOT 34  | EMERALD RIDGE AVE SE | 34345   |
| LOT 12  | PINNACLE PEAK AVE SE | 34079   | LOT 35  | EMERALD RIDGE AVE SE | 34355   |
| LOT 13  | PINNACLE PEAK AVE SE | 34091   | LOT 36  | EMERALD RIDGE AVE SE | 34390   |
| LOT 14  | PINNACLE PEAK AVE SE | 34103   | LOT 37  | EMERALD RIDGE AVE SE | 34380   |
| LOT 15  | PINNACLE PEAK AVE SE | 34115   | LOT 38  | EMERALD RIDGE AVE SE | 34370   |
| LOT 16  | PINNACLE PEAK AVE SE | 34127   | LOT 39  | EMERALD RIDGE AVE SE | 34360   |
| LOT 17  | PINNACLE PEAK AVE SE | 34139   | LOT 40  | EMERALD RIDGE AVE SE | 34350   |
| LOT 18  | PINNACLE PEAK AVE SE | 34151   | LOT 41  | EMERALD RIDGE AVE SE | 34340   |
| LOT 19  | PINNACLE PEAK AVE SE | 34163   | LOT 42  | EMERALD RIDGE AVE SE | 34330   |
| LOT 20  | PINNACLE PEAK AVE SE | 34175   | LOT 43  | EMERALD RIDGE AVE SE | 24096   |
| LOT 21  | PINNACLE PEAK AVE SE | 34185   | LOT 44  | EMERALD RIDGE AVE SE | 24080   |
| LOT 22  | PINNACLE PEAK AVE SE | 34195   | LOT 45  | EMERALD RIDGE AVE SE | 24060   |
| LOT 23  | PINNACLE PEAK AVE SE | 34205   | LOT 46  | EMERALD RIDGE AVE SE | 24040   |

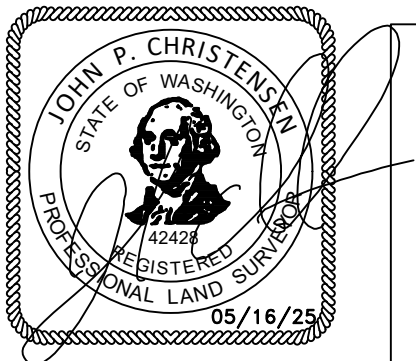
### ADDRESSING NOTE

ADDRESSES FOR INDIVIDUAL LOTS HAVE BEEN SHOWN ON THIS PAGE PURSUANT TO BDMC 17.20.020 OF THE VESTED CODE, BUT THESE ADDRESSES WERE ASSIGNED WITHOUT BUILDING OR SITE PLANS AVAILABLE FOR EACH LOT. ANY ADDRESS CHANGES REQUIRED SUBSEQUENT TO RECORDING OF THIS FINAL PLAT SHALL NOT CONSTITUTE A PLAT ALTERATION AS DEFINED IN BDMC 17.20.090.B. OF THE VESTED CODE. REFER TO THE CITY OF BLACK DIAMOND (OR ITS SUCCESSOR AGENCY) BUILDING OR PLANNING DEPARTMENT RECORD ADDRESSES TO CONFIRM BUILDING ADDRESSES.

### MONUMENT NOTE

PROPERTY CORNERS SHALL BE SET AS FOLLOWS UNLESS OTHERWISE NOTED:

- ALL TRACT CORNERS ARE SET WITH 1/2" X 24" REBAR WITH CAP STAMPED "DEA 42428".
- ALL TACK IN LEAD WITH WASHERS ARE SET ON THE STREETWARD PROJECTION OF THE LATERAL LOT OR LOT/TRACT LINES.
- SET 1/2" X 24" REBAR WITH CAP STAMPED "DEA 42428" AT ALL SIDE AND REAR LOT CORNERS.



## TEN TRAILS PLAT 2F DIVISIONS 3, 4 AND 6

CITY OF BLACK DIAMOND,  
KING COUNTY, WASHINGTON



**DAVID EVANS  
AND ASSOCIATES INC.**  
20300 Woodinville Snohomish Rd NE  
Suite A • Woodinville, WA 98072  
p: 425 415 2000 f: 425 486 5059

JOB NO. OAKPCBDP6001  
SHEET 3 OF 13



# TEN TRAILS

## PLAT 2F DIVISIONS 3, 4 AND 6

PORTION OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 22,  
TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., CITY OF BLACK DIAMOND, WA  
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

### CONSERVATION EASEMENT DEED PARTIAL RELINQUISHMENT

THE CITY OF BLACK DIAMOND AND CCD BLACK DIAMOND PARTNERS LLC HEREBY AMEND THOSE CERTAIN CONSERVATION EASEMENT DEEDS RECORDED UNDER KING COUNTY RECORDING NOS. 20060323001818 ("CED1"), 20060323001819 ("CED2") AND 20100106000723 ("CED3") AS FOLLOWS:

TRACT 916 IS HEREBY ESTABLISHED AS AND DECLARED TO BE "CONSERVATION ZONES," AS DEFINED IN CED3.

TRACTS 910, 912, 913, 914, 915 AND 917 ARE LANDSCAPED AREAS CONSISTING OF 24,694 SQUARE FEET. SAID TRACTS PROTECT AND CONSERVE THE CONSERVATION VALUES IDENTIFIED IN CED3 PARAGRAPH 2.3 BY ENHANCING THE VALUE TO THE PUBLIC OF ABUTTING OR NEIGHBORING PARKS OR OTHER OPEN SPACE.

THE APPLICABLE OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE PRESERVATION AND PROTECTION OF THE CONSERVATION VALUES OF THE CONSERVATION ZONE ESTABLISHED HEREBY, AND THE CITY OF BLACK DIAMOND SHALL HAVE THE RIGHT TO ENFORCE SUCH PRESERVATION AND PROTECTION, PURSUANT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION AS RECORDED UNDER KING COUNTY RECORDING NO. 20171107001312 AND AS AMENDED BY KING COUNTY RECORDING NOS. 20171227000507, 20180619000316, 20180627001396, 20190822000857, 20191231001205, 20211209001073, 20230214000603, 20230531001470, 20231211000818 AND 20240719000266.

THE CITY OF BLACK DIAMOND HEREBY TERMINATES AND RELEASES ALL OF ITS RIGHTS, TITLE AND INTEREST IN CED3 WITH RESPECT TO ALL PROPERTY IN THE PLAT NOT EXPRESSLY ESTABLISHED AS CONSERVATION ZONES HEREIN. THIS RELEASE IS INTENDED TO REMOVE CED3 FROM TITLE TO ALL PROPERTY IN THE PLAT NOT EXPRESSLY ESTABLISHED AS CONSERVATION ZONES HEREIN. THIS AMENDMENT AND RELEASE IS AN ADDENDUM TO CED3.

UPON RECORDING OF THIS AMENDMENT AND RELEASE, THE TOTAL SIZE OF THE CONSERVATION ZONES ESTABLISHED WITHIN THE PLAT AND THE REMAINING MINIMUM SIZE OF CONSERVATION ZONES TO BE ESTABLISHED SUBSEQUENTLY ARE AS FOLLOWS:

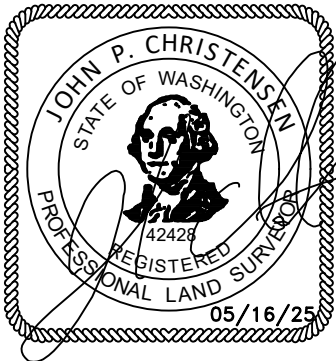
| SOURCE OF REQUIREMENT:<br>TABLE 9-1 OF THE VILLAGES DEVELOPMENT AGREEMENT | TOTAL CZ ACREAGE REQUIRED | TOTAL CZ ACREAGE ESTABLISHED BY PREVIOUS PLATS OF TEN TRAILS                                                                                                                                                                                                                                                                                                                                              | CZ ACREAGE REMAINING LESS PREVIOUS PLATS | TOTAL CZ ACREAGE ESTABLISHED BY THIS PLAT OF TEN TRAILS | REMAINING MINIMUM CZ ACREAGE TO BE ESTABLISHED BY FUTURE PLATS WITHIN THE WEST ANNEXATION AREA |
|---------------------------------------------------------------------------|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|---------------------------------------------------------|------------------------------------------------------------------------------------------------|
| CED 1                                                                     | 63.3 ACRES                | 7.44 (PP1A DIV 1)<br>0.37 (PH2, PLAT C, DIV 1)<br>1.93 (PP1A DIV 2)<br>1.14 (V-13)<br>6.77 (PP1A, DIVS 3-5 AND 8)<br>3.74 (PH2, PLAT C, DIV 2)<br>1.55 (V-24)<br>5.53 (PLAT 2A, DIVS 1-3)<br>3.26 (PLAT 2A, DIV 4)<br>0.26 (PP1A, DIV 6)<br>0.78 (PLAT 2A, DIV 5)<br>1.70 (PLAT 2E)<br>0.05 (PLAT 2D, DIV 1)<br>1.47 (PLAT 2D, DIV 2)<br>2.18 (PH1B, PLAT A, DIVS 1-3, 7-9)<br>1.77 (PH1B, PLAT A, DIV 4) | 23.36 ACRES                              | 0 ACRES                                                 | 23.36 ACRES                                                                                    |
| CED 2                                                                     | 91 ACRES                  | 2.11 (PH2, PLAT C, DIV 1)<br>92.66 (PH2, PLAT C, DIV 2)<br>1.12 (PLAT 2E)<br>0.92 (PLAT 2D, DIV 1)<br>0.17 (PLAT 2D, DIV 2)<br>1.00 (PLAT 2D, DIV 4)                                                                                                                                                                                                                                                      | 0 ACRES*                                 | 0 ACRES                                                 | 0 ACRES                                                                                        |
| CED 3                                                                     | 197.87 ACRES              | 2.34 (PLAT 2D, DIV 1)<br>0.08 (PLAT 2D, DIV 3)<br>8.57 (PLAT 2D, DIV 4)<br>0.76 (PLAT 2F, DIV 1 AND 2)                                                                                                                                                                                                                                                                                                    | 186.12 ACRES                             | 6.79 ACRES                                              | 179.33 ACRES                                                                                   |

\* AN EXCESS OF 6.98 CONSERVATION ZONE ACRES LYING WITHIN CED 2 HAS PREVIOUSLY BEEN RECORDED.

### OPEN SPACE TABLE

|                                                          | GROSS ACRES             | BDUGAA/ OPEN SPACE REQUIREMENT | MPD REQUIREMENT (IF APPLICABLE) | REQUIRED OPEN SPACE | OPEN SPACE PREVIOUSLY RECORDED                                                                                                                                                                                                                                                                                                                                   | REQUIRED OPEN SPACE LESS PREVIOUS PLATS | OPEN SPACE PROVIDED IN THIS PLAT | REMAINING OPEN SPACE REQUIRED |
|----------------------------------------------------------|-------------------------|--------------------------------|---------------------------------|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------------------------|-------------------------------|
| WEST ANNEXATION AREA<br>PARCEL C<br>PARCEL D<br>PARCEL G | 54.62<br>225.99<br>8.06 | 63.30                          | 0                               | 63.3                | 22.48 (PASSIVE)<br>17.46 (ACTIVE)<br>(PP1A, DIV 1)<br>(PH2, PLAT C, DIV 1)<br>(PP1A, DIV 2)<br>(V-13)<br>(PP1A, DIVS 3-5 and 8)<br>(PH2, PLAT C, DIV 2)<br>(V-24)<br>(PLAT 2A, DIVS 1-3)<br>(PLAT 2A, DIV 4)<br>(PP1A, DIV 6)<br>(PLAT 2A, DIV 5)<br>(PLAT 2E)<br>(PLAT 2D, DIV 1)<br>(PLAT 2D, DIV 2)<br>(PH1B, PLAT A, DIVS 1-3, 7-9)<br>(PH1B, PLAT A, DIV 4) | 23.36                                   | 0                                | 23.36                         |
| PARCEL E                                                 | 151.15                  | 0                              | 75.58                           | 75.58               | 95.69 (PASSIVE)<br>2.29 (ACTIVE)<br>(PH2, PLAT C, DIV 1)<br>(PH2, PLAT C, DIV 2)<br>(PLAT 2E)<br>(PLAT 2D, DIV 1)<br>(PLAT 2D, DIV 2)<br>(PLAT 2D, DIV 3)<br>(PLAT 2D, DIV 4)                                                                                                                                                                                    | 0*                                      | 0                                | 0                             |
| PARCEL BDA                                               | 395.74                  | 0                              | 197.87                          | 197.87              | 10.04 (PASSIVE)<br>0.95 (ACTIVE)<br>(PLAT 2D, DIV 1)<br>(PLAT 2D, DIV 3)<br>(PLAT 2D, DIV 4)<br>(PLAT 2F, DIV 1 AND 2)                                                                                                                                                                                                                                           | 186.07                                  | 6.79 (PASSIVE)                   | 179.28                        |
| TOTAL IN CITY/UGA<br>MPD OPEN SPACE                      | 1196.40                 | 145                            | 336.4                           | 481.4               | 128.21(PASSIVE)<br>20.70 (ACTIVE)                                                                                                                                                                                                                                                                                                                                | 331.68                                  | 6.79 (PASSIVE)                   | 324.89                        |

\*AN EXCESS OF 22.40 ACRES OF OPEN SPACE LYING WITHIN PARCEL E HAS PREVIOUSLY BEEN RECORDED.



## TEN TRAILS PLAT 2F DIVISIONS 3, 4 AND 6

CITY OF BLACK DIAMOND,  
KING COUNTY, WASHINGTON

CITY OF BLACK DIAMOND FILE NO. PLN25-0001



**DAVID EVANS  
AND ASSOCIATES INC.**  
20300 Woodinville Snohomish Rd NE  
Suite A • Woodinville, WA 98072  
p: 425 415 2000 f: 425 486 5059

JOB NO. OAKPCBDP6001  
SHEET 4 OF 13

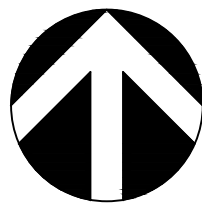
VOL/PG

# TEN TRAILS

## PLAT 2F DIVISIONS 3, 4 AND 6

PORTION OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 22,  
TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., CITY OF BLACK DIAMOND, WA  
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

VOL/PG



NORTH



SCALE: 1" = 200'

### BASIS OF BEARINGS

WASHINGTON NORTH ZONE NAD 83/91  
NORTH 01°32'55" WEST BEING THE WEST LINE  
OF THE SOUTHWEST QUARTER OF SECTION 15,  
TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M.  
REFER TO PLAT OF TEN TRAILS PLAT 2D,  
DIVISION 1, RECORDING NO. 20211209000818,  
FOR FULL SECTION BREAKDOWN OF SECTIONS  
15 AND 22.

### HATCH LEGEND



WETLAND



WETLAND BUFFER

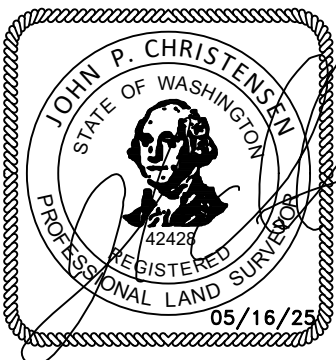
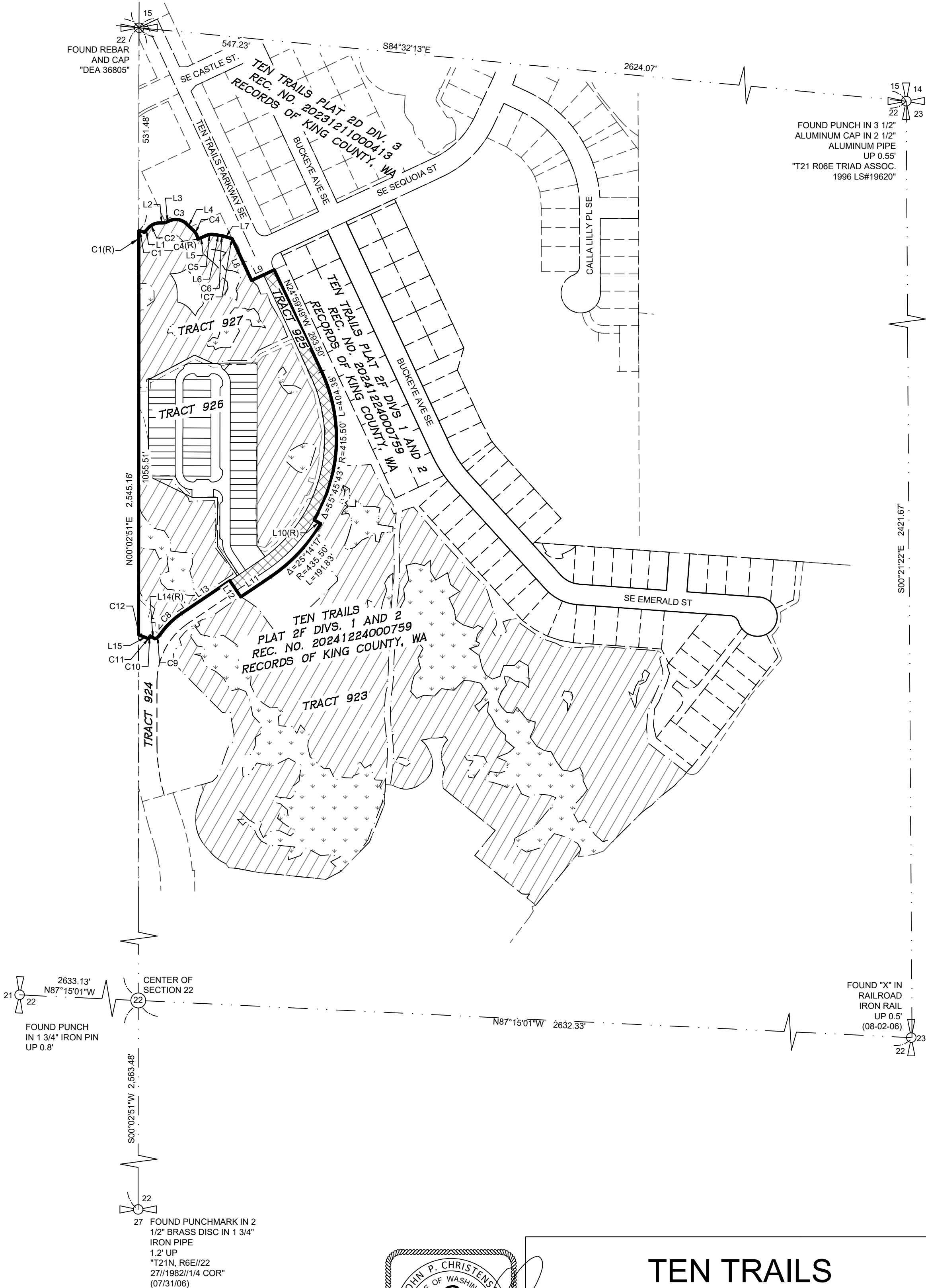


ROADS HEREBY DEDICATED TO  
THE CITY OF BLACK DIAMOND  
FOR PUBLIC RIGHT OF WAY

| Line Table |             |         |
|------------|-------------|---------|
| Line #     | Direction   | Length  |
| L1         | N41°52'15"E | 15.18'  |
| L2         | N86°07'43"E | 17.62'  |
| L3         | N66°41'37"E | 12.46'  |
| L4         | S46°55'36"E | 25.05'  |
| L5         | N65°56'09"E | 21.76'  |
| L6         | S82°56'37"E | 18.12'  |
| L7         | S73°11'49"E | 20.24'  |
| L8         | S24°59'49"E | 120.05' |
| L9         | S65°00'11"W | 65.50'  |
| L10        | N59°14'06"W | 20.00'  |
| L11        | N56°00'11"E | 94.83'  |
| L12        | N33°59'49"W | 51.00'  |
| L13        | N56°00'11"E | 152.92' |
| L14        | N59°23'56"W | 14.03'  |
| L15        | S68°00'18"E | 21.35'  |

| Curve Table |            |         |        |
|-------------|------------|---------|--------|
| Curve #     | Delta      | Radius  | Length |
| C1          | 021°44'58" | 40.00'  | 15.18' |
| C2          | 044°15'28" | 40.00'  | 30.90' |
| C3          | 066°22'47" | 40.00'  | 46.34' |
| C4          | 039°05'35" | 40.00'  | 27.29' |
| C5          | 031°07'14" | 40.00'  | 21.73' |
| C6          | 009°44'48" | 40.00'  | 6.80'  |
| C7          | 007°13'43" | 40.00'  | 5.05'  |
| C8          | 021°31'16" | 215.50' | 80.94' |
| C9          | 036°44'38" | 25.00'  | 16.03' |
| C10         | 001°59'57" | 235.00' | 8.20'  |
| C11         | 003°08'43" | 25.00'  | 1.37'  |
| C12         | 014°27'31" | 25.00'  | 6.31'  |

| Radial Bearing Table |                |
|----------------------|----------------|
| Curve #              | Radial Bearing |
| C1                   | S04°08'19"W    |
| C4                   | S82°09'59"W    |



## TEN TRAILS PLAT 2F DIVISIONS 3, 4 AND 6

CITY OF BLACK DIAMOND,  
KING COUNTY, WASHINGTON



**DAVID EVANS  
AND ASSOCIATES INC.**  
20300 Woodinville Snohomish Rd NE  
Suite A • Woodinville, WA 98072  
p: 425 415 2000 f: 425 486 5059

JOB NO. OAKPCBDP6001  
SHEET 5 OF 13

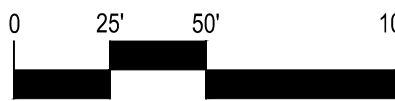
CITY OF BLACK DIAMOND FILE NO. PLN25-0001

VOL/PG



## VOL/PG

# NORTH



SCALE: 1" = 50'

### NOTE 1



ROADS HEREBY DEDICATED TO  
THE CITY OF BLACK DIAMOND  
FOR PUBLIC RIGHT OF WAY

## SYMBOL LEGEND

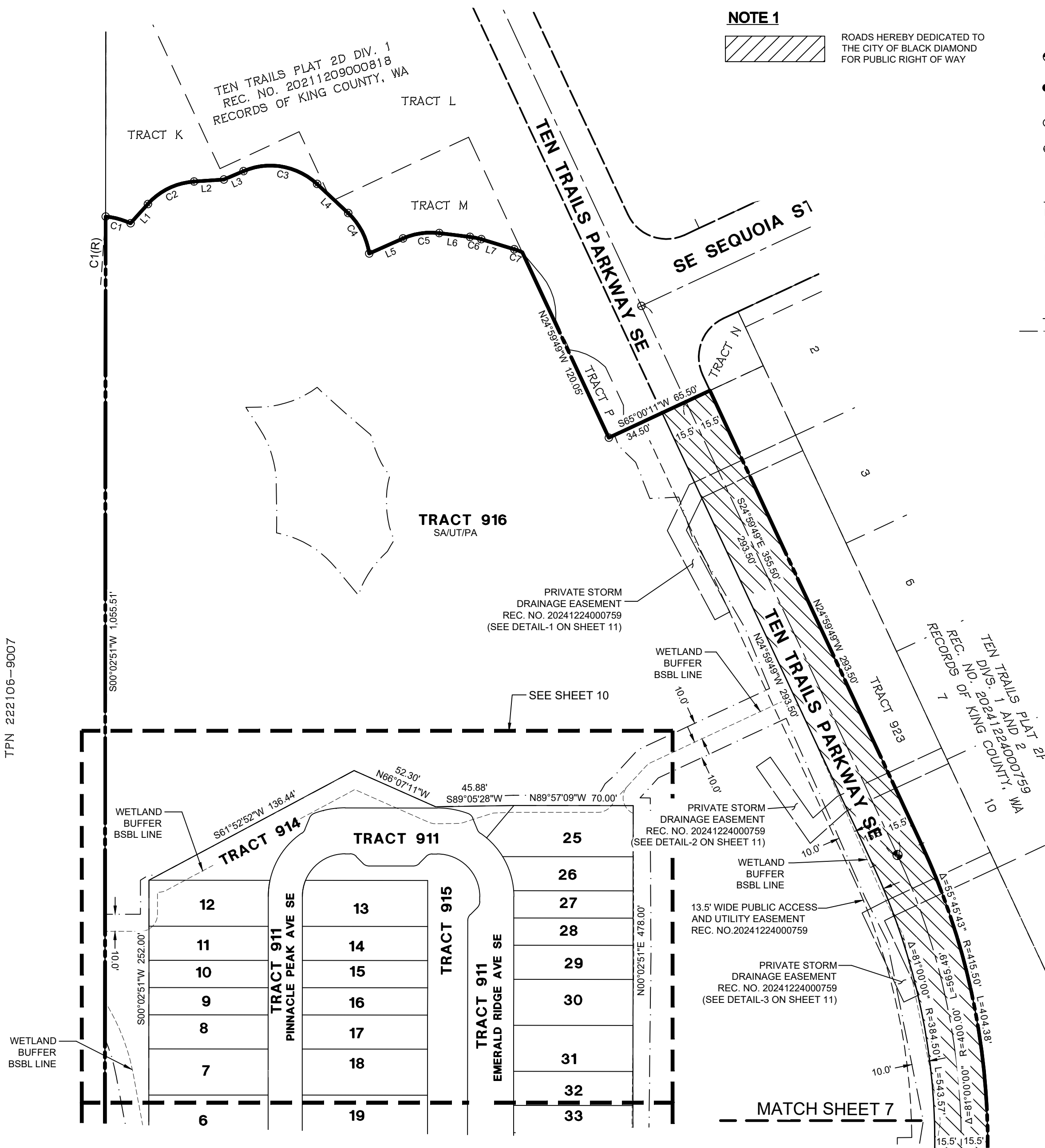
- SET STANDARD CITY OF BLACK DIAMOND ROAD MONUMENT IN CASE
- SET 1/2" X 24" REBAR AND CAP MARKED "DEA 42428" ON PROPERTY CORNER
- FOUND 1/2" X 24" REBAR AND CAP MARKED "DEA 36805" ON PROPERTY CORNER
- ⊕ FOUND EXISTING STANDARD CITY OF BLACK DIAMOND ROAD MONUMENT IN CASE

## LEGEND

LA - LANDSCAPE  
UT - UTILITY  
PA - PEDESTRIAN ACCESS  
SA - SENSITIVE AREA  
PK - PARK AREA  
FD - FUTURE DEVELOPMENT  
AC - ACCESS

## LINE LEGEND

WETLAND BUFFER LINE (ESTABLISHED IN ASSOCIATION WITH THE UNDERLYING PRELIMINARY PLAT APPLICATION (CITY FILE NO. PLN23-0019)).



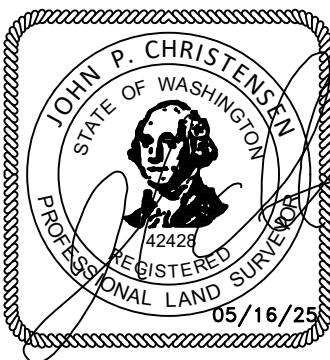
| Line Table |             |        |
|------------|-------------|--------|
| Line #     | Direction   | Length |
| L1         | S41°52'15"W | 15.18' |
| L2         | S86°07'43"W | 17.62' |
| L3         | S66°41'37"W | 12.46' |
| L4         | N46°55'36"W | 25.05' |
| L5         | S65°56'09"W | 21.76' |
| L6         | N82°56'37"W | 18.12' |
| L7         | N73°11'49"W | 20.24' |

| Curve Table |            |        |        |
|-------------|------------|--------|--------|
| Curve #     | Delta      | Radius | Length |
| C1          | 021°44'58" | 40.00' | 15.18' |
| C2          | 044°15'28" | 40.00' | 30.90' |
| C3          | 066°22'47" | 40.00' | 46.34' |
| C4          | 039°05'35" | 40.00' | 27.29' |
| C5          | 031°07'14" | 40.00' | 21.73' |
| C6          | 009°44'48" | 40.00' | 6.80'  |
| C7          | 007°13'43" | 40.00' | 5.05'  |

| Radial Bearing Table |                |
|----------------------|----------------|
| Curve #              | Radial Bearing |
| C1                   | S04°08'19"W    |

SEE SHEET 3 OF 13  
FOR ADDRESSES

CITY OF BLACK DIAMOND FILE NO. PLN25-0001



CITY OF BLACK DIAMOND,  
KING COUNTY, WASHINGTON



**DAVID EVANS  
AND ASSOCIATES INC.**  
20300 Woodinville Snohomish Rd NE  
Suite A • Woodinville, WA 98072  
p: 425.415.2000 f: 425.486.5059

JOB NO. OAKPCBDP6001  
SHEET 6 OF 13

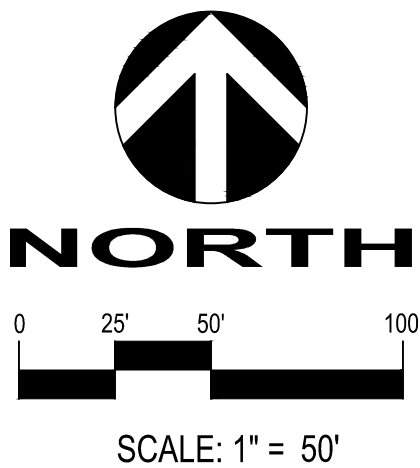
VOL/PG

# TEN TRAILS

## PLAT 2F DIVISIONS 3, 4 AND 6

PORTION OF THE NW 1/4, SW 1/4 AND SE 1/4 OF THE NE 1/4 OF SECTION 22,  
TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., CITY OF BLACK DIAMOND, WA  
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

VOL/PG



### SYMBOL LEGEND

- SET STANDARD CITY OF BLACK DIAMOND ROAD MONUMENT IN CASE
- SET 1/2" X 24" REBAR AND CAP MARKED "DEA 42428" ON PROPERTY CORNER
- FOUND 1/2" X 24" REBAR AND CAP MARKED "DEA 36805" ON PROPERTY CORNER
- FOUND EXISTING STANDARD CITY OF BLACK DIAMOND ROAD MONUMENT IN CASE

### LINE LEGEND

WETLAND BUFFER LINE  
(ESTABLISHED IN ASSOCIATION  
WITH THE UNDERLYING  
PRELIMINARY PLAT APPLICATION  
(CITY FILE NO. PLN23-0019).

### LEGEND

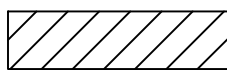
LA - LANDSCAPE  
UT - UTILITY  
PA - PEDESTRIAN ACCESS  
SA - SENSITIVE AREA  
PK - PARK AREA  
FD - FUTURE DEVELOPMENT  
AC - ACCESS

| Line Table |             |        |
|------------|-------------|--------|
| Line #     | Direction   | Length |
| L1         | N59°14'06"W | 20.00' |
| L2         | N59°23'56"W | 14.03' |
| L3         | S68°00'18"E | 21.35' |
| L4         | N36°29'46"W | 36.24' |
| L5         | N90°00'00"E | 23.39' |
| L6         | S13°10'43"W | 9.14'  |
| L7         | S46°14'17"E | 22.30' |
| L8         | S89°57'09"E | 12.22' |

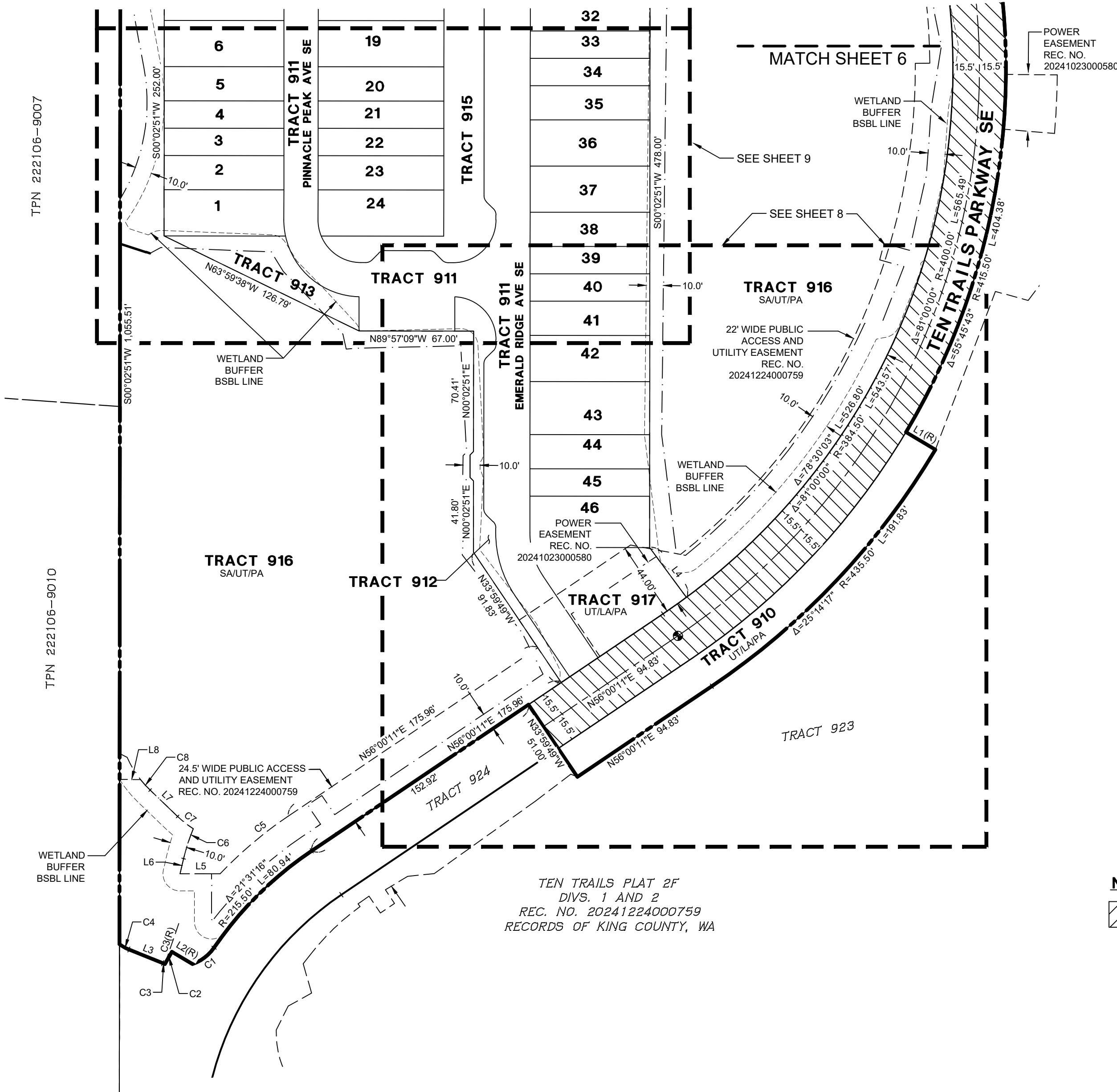
| Curve Table |            |         |        |
|-------------|------------|---------|--------|
| Curve #     | Delta      | Radius  | Length |
| C1          | 036°44'38" | 25.00'  | 16.03' |
| C2          | 001°59'57" | 235.00' | 8.20'  |
| C3          | 003°08'43" | 25.00'  | 1.37'  |
| C4          | 014°27'31" | 25.00'  | 6.31'  |
| C5          | 012°30'15" | 240.00' | 52.38' |
| C6          | 009°34'19" | 110.00' | 18.38' |
| C7          | 011°08'07" | 60.00'  | 11.66' |
| C8          | 007°57'08" | 60.00'  | 8.33'  |

| Radial Bearing Table |                |
|----------------------|----------------|
| Curve #              | Radial Bearing |
| C2                   | N44°23'13"W    |
| C3                   | N18°50'59"E    |

### NOTE 1



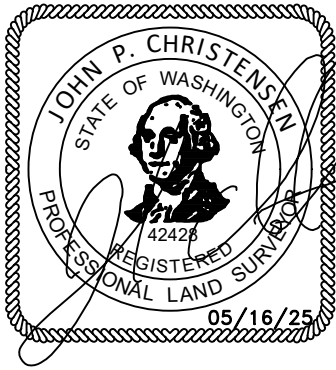
ROADS HEREBY DEDICATED TO  
THE CITY OF BLACK DIAMOND  
FOR PUBLIC RIGHT OF WAY



TEN TRAILS PLAT 2F  
DIVS. 1 AND 2  
REC. NO. 20241224000759  
RECORDS OF KING COUNTY, WA

SEE SHEET 3 OF 13  
FOR ADDRESSES

CITY OF BLACK DIAMOND FILE NO. PLN25-0001



## TEN TRAILS PLAT 2F DIVISIONS 3, 4 AND 6

CITY OF BLACK DIAMOND,  
KING COUNTY, WASHINGTON



DAVID EVANS  
AND ASSOCIATES INC.  
20300 Woodinville Snohomish Rd NE  
Suite A • Woodinville, WA 98072  
p: 425.415.2000 f: 425.486.5059

JOB NO. OAKPCBDP6001  
SHEET 7 OF 13

VOL/PG

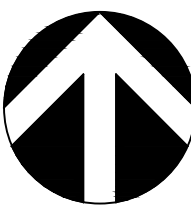


# TEN TRAILS

## PLAT 2F DIVISIONS 3, 4 AND 6

PORTION OF THE NW 1/4, SW 1/4 AND SE 1/4 OF THE NE 1/4 OF SECTION 22,  
TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., CITY OF BLACK DIAMOND, WA  
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

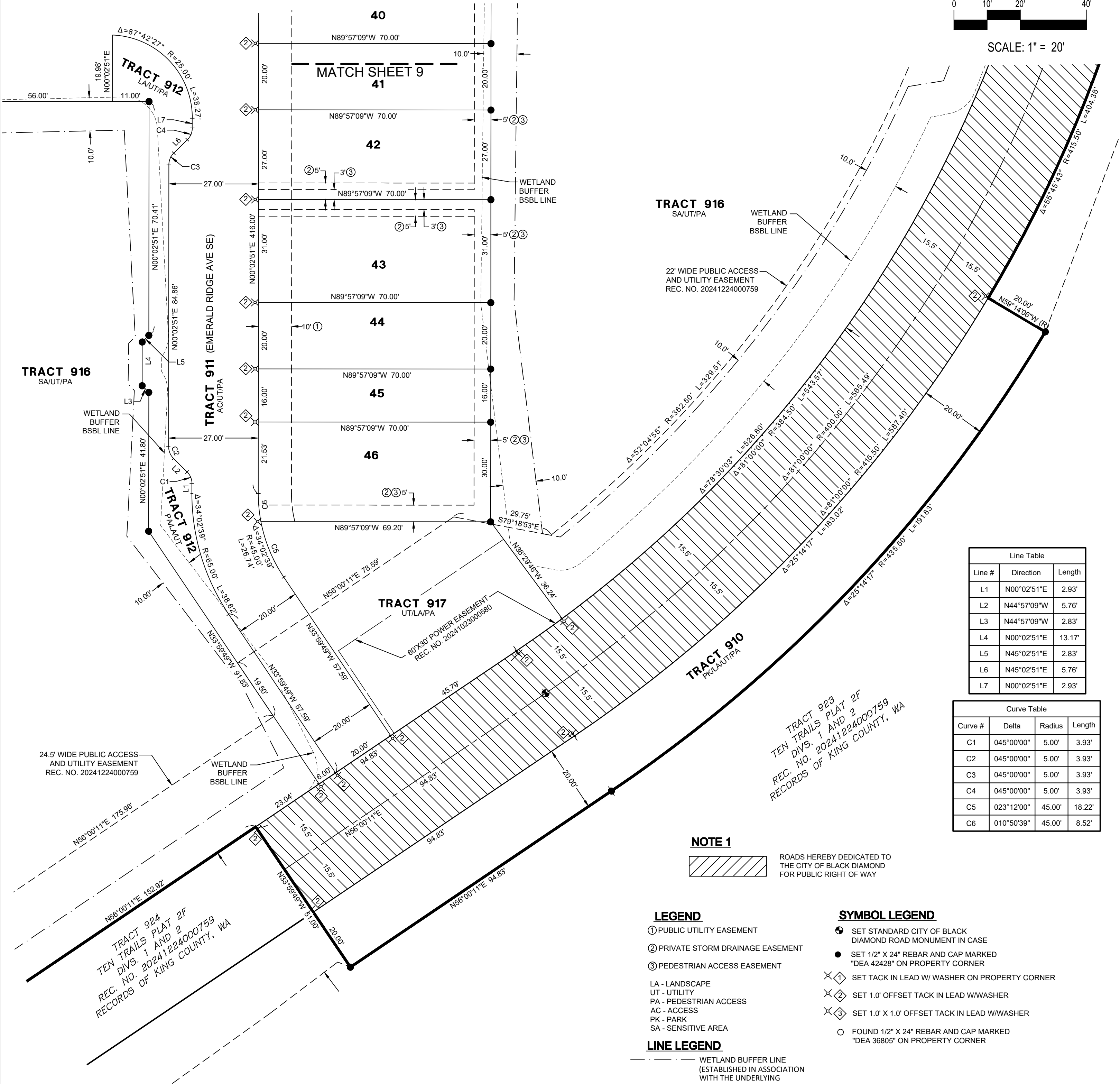
VOL/PG



NORTH



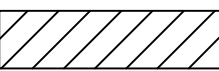
SCALE: 1" = 20'



| Line Table |             |        |
|------------|-------------|--------|
| Line #     | Direction   | Length |
| L1         | N00°02'51"E | 2.93'  |
| L2         | N44°57'09"W | 5.76'  |
| L3         | N44°57'09"W | 2.83'  |
| L4         | N00°02'51"E | 13.17' |
| L5         | N45°02'51"E | 2.83'  |
| L6         | N45°02'51"E | 5.76'  |
| L7         | N00°02'51"E | 2.93'  |

| Curve Table |            |        |        |
|-------------|------------|--------|--------|
| Curve #     | Delta      | Radius | Length |
| C1          | 045°00'00" | 5.00'  | 3.93'  |
| C2          | 045°00'00" | 5.00'  | 3.93'  |
| C3          | 045°00'00" | 5.00'  | 3.93'  |
| C4          | 045°00'00" | 5.00'  | 3.93'  |
| C5          | 023°12'00" | 45.00' | 18.22' |
| C6          | 010°50'39" | 45.00' | 8.52'  |

### NOTE 1



ROADS HEREBY DEDICATED TO  
THE CITY OF BLACK DIAMOND  
FOR PUBLIC RIGHT OF WAY

### LEGEND

- ① PUBLIC UTILITY EASEMENT
- ② PRIVATE STORM DRAINAGE EASEMENT
- ③ PEDESTRIAN ACCESS EASEMENT
- LA - LANDSCAPE
- UT - UTILITY
- PA - PEDESTRIAN ACCESS
- AC - ACCESS
- PK - PARK
- SA - SENSITIVE AREA

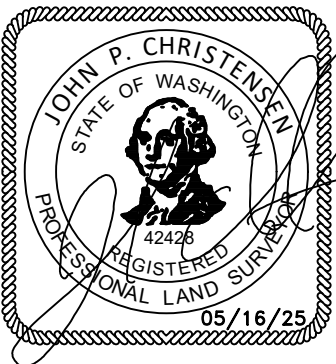
### LINE LEGEND

WETLAND BUFFER LINE  
(ESTABLISHED IN ASSOCIATION  
WITH THE UNDERLYING  
PRELIMINARY PLAT APPLICATION  
(CITY FILE NO. PLN23-0019).

### SYMBOL LEGEND

- SET STANDARD CITY OF BLACK DIAMOND ROAD MONUMENT IN CASE
- SET 1/2" X 24" REBAR AND CAP MARKED "DEA 42428" ON PROPERTY CORNER
- SET TACK IN LEAD W/ WASHER ON PROPERTY CORNER
- SET 1.0' OFFSET TACK IN LEAD W/WASHER
- SET 1.0' X 1.0' OFFSET TACK IN LEAD W/WASHER
- FOUND 1/2" X 24" REBAR AND CAP MARKED "DEA 36805" ON PROPERTY CORNER

SEE SHEET 3 OF 13  
FOR ADDRESSES



## TEN TRAILS PLAT 2F DIVISIONS 3, 4 AND 6

CITY OF BLACK DIAMOND,  
KING COUNTY, WASHINGTON



DAVID EVANS  
AND ASSOCIATES INC.  
20300 Woodinville Snohomish Rd NE  
Suite A • Woodinville, WA 98072  
p: 425.415.2000 f: 425.486.5059

JOB NO. OAKPCBDP6001  
SHEET 8 OF 13

VOL/PG

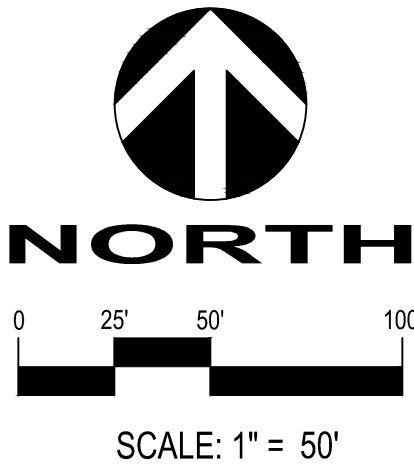


# TEN TRAILS

## PLAT 2F DIVISIONS 3, 4 AND 6

PORTION OF THE NW 1/4, SW 1/4 AND SE 1/4 OF THE NE 1/4 OF SECTION 22,  
TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., CITY OF BLACK DIAMOND, WA  
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

VOL/PG



### LEGEND

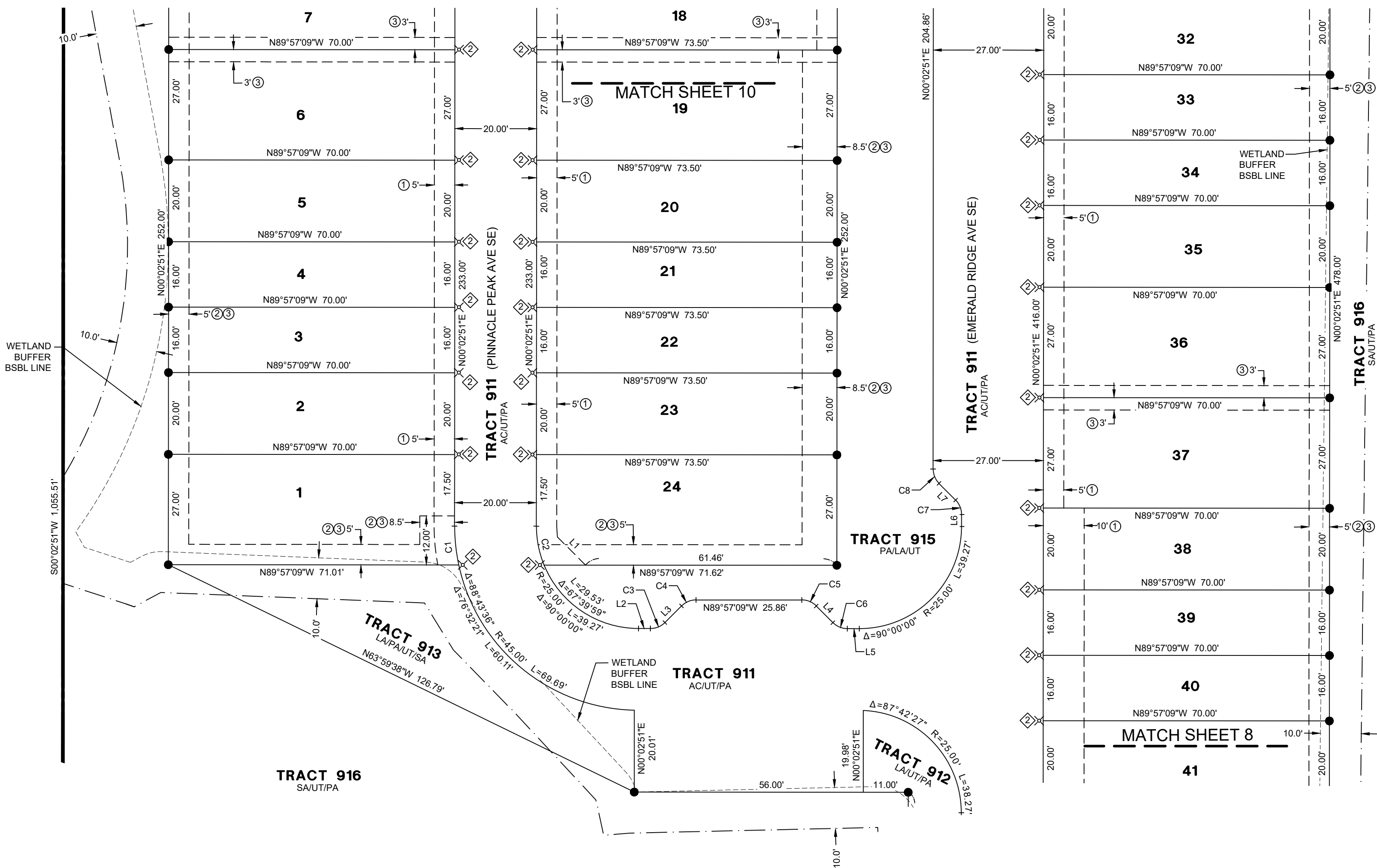
- ① PUBLIC UTILITY EASEMENT
- ② PRIVATE STORM DRAINAGE EASEMENT
- ③ PEDESTRIAN ACCESS EASEMENT
- LA - LANDSCAPE
- UT - UTILITY
- PA - PEDESTRIAN ACCESS
- AC - ACCESS
- PK - PARK
- SA - SENSITIVE AREA

### SYMBOL LEGEND

- SET STANDARD CITY OF BLACK DIAMOND ROAD MONUMENT IN CASE
- SET 1/2" X 24" REBAR AND CAP MARKED "DEA 42428" ON PROPERTY CORNER
- SET TACK IN LEAD W/ WASHER ON PROPERTY CORNER
- SET 1.0' OFFSET TACK IN LEAD W/WASHER
- SET 1.0' X 1.0' OFFSET TACK IN LEAD W/WASHER
- FOUND 1/2" X 24" REBAR AND CAP MARKED "DEA 36805" ON PROPERTY CORNER

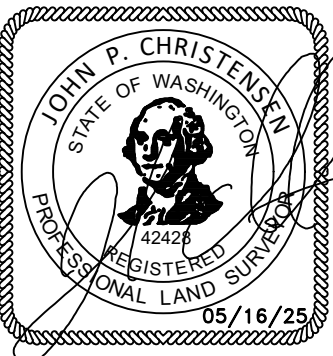
### LINE LEGEND

- WETLAND BUFFER LINE (ESTABLISHED IN ASSOCIATION WITH THE UNDERLYING PRELIMINARY PLAT APPLICATION (CITY FILE NO. PLN23-0019).



| Line Table |             |        |
|------------|-------------|--------|
| Line #     | Direction   | Length |
| L1         | N44°57'09"W | 9.70'  |
| L2         | N89°57'09"W | 2.93'  |
| L3         | N45°02'51"E | 5.76'  |
| L4         | N44°57'09"W | 5.76'  |
| L5         | S89°57'09"E | 2.93'  |
| L6         | N00°02'51"E | 2.93'  |
| L7         | N44°57'09"W | 5.76'  |

| Curve Table |            |        |        |  |
|-------------|------------|--------|--------|--|
| Curve #     | Delta      | Radius | Length |  |
| C1          | 012°11'15" | 45.00' | 9.57'  |  |
| C2          | 022°20'01" | 25.00' | 9.74'  |  |
| C3          | 045°00'00" | 5.00'  | 3.93'  |  |
| C4          | 045°00'00" | 5.00'  | 3.93'  |  |
| C5          | 045°00'00" | 5.00'  | 3.93'  |  |
| C6          | 045°00'00" | 5.00'  | 3.93'  |  |
| C7          | 045°00'00" | 5.00'  | 3.93'  |  |
| C8          | 045°00'00" | 5.00'  | 3.93'  |  |



## TEN TRAILS PLAT 2F DIVISIONS 3, 4 AND 6

CITY OF BLACK DIAMOND,  
KING COUNTY, WASHINGTON



**DAVID EVANS  
AND ASSOCIATES INC.**  
20300 Woodinville Snohomish Rd NE  
Suite A • Woodinville, WA 98072  
p: 425.415.2000 f: 425.486.5059

JOB NO. OAKPCBDP6001  
SHEET 9 OF 13

VOL/PG

# TEN TRAILS

## PLAT 2F DIVISIONS 3, 4 AND 6

PORTION OF THE NW 1/4, SW 1/4 AND SE 1/4 OF THE NE 1/4 OF SECTION 22,  
TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., CITY OF BLACK DIAMOND, WA  
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

VOL/PG

### LEGEND

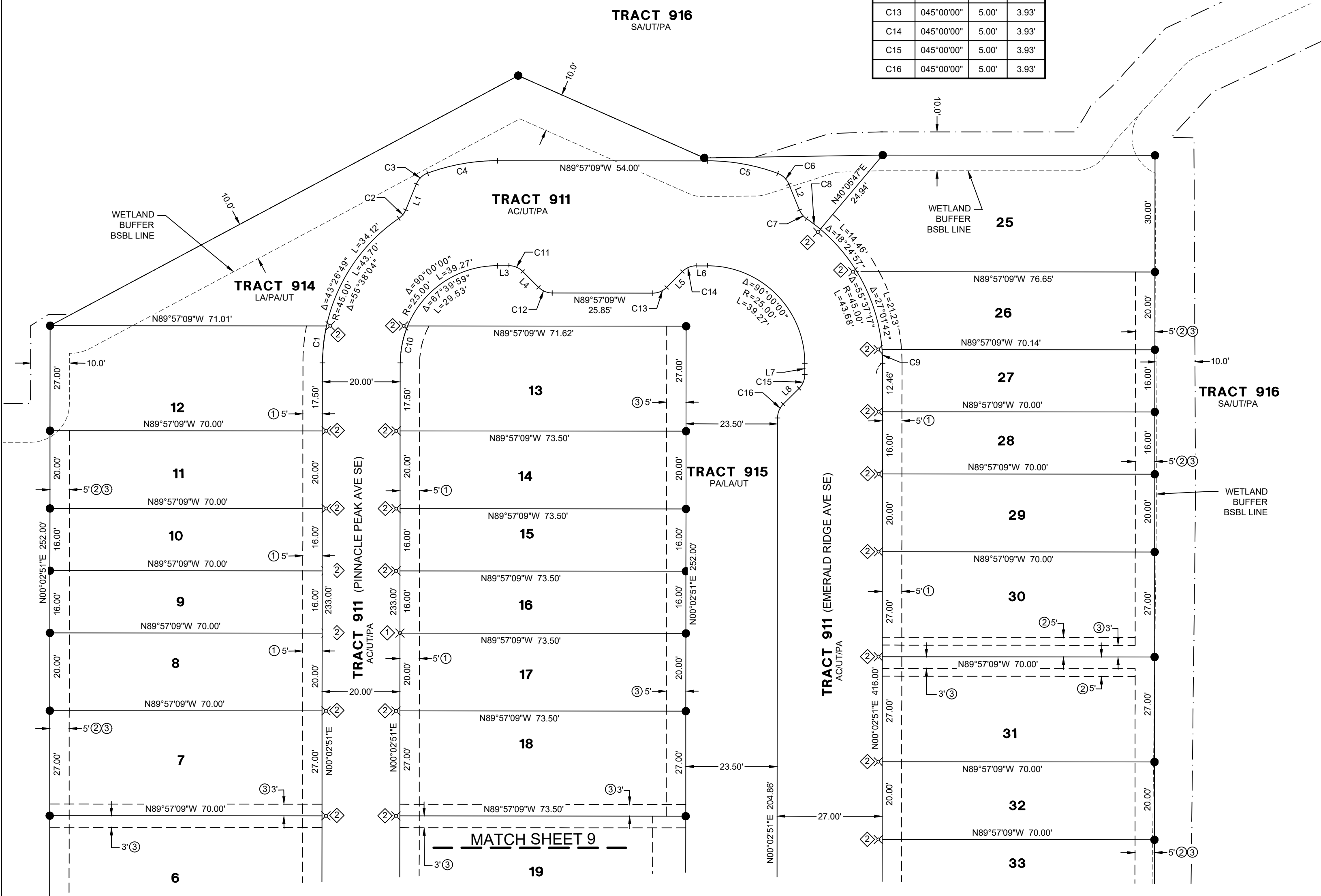
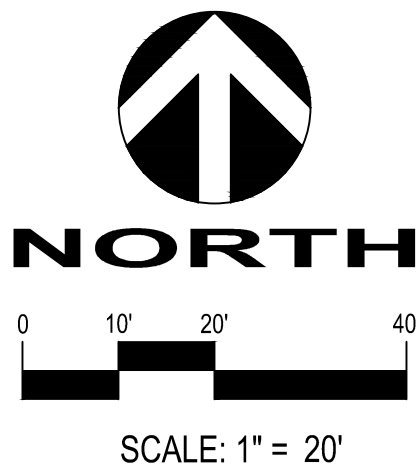
- ① PUBLIC UTILITY EASEMENT
- ② PRIVATE STORM DRAINAGE EASEMENT
- ③ PEDESTRIAN ACCESS EASEMENT
- LA - LANDSCAPE
- UT - UTILITY
- PA - PEDESTRIAN ACCESS
- AC - ACCESS
- PK - PARK
- SA - SENSITIVE AREA

### SYMBOL LEGEND

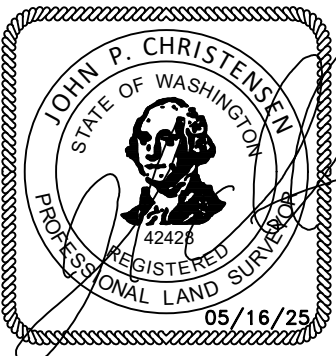
- SET STANDARD CITY OF BLACK DIAMOND ROAD MONUMENT IN CASE
- SET 1/2" X 24" REBAR AND CAP MARKED "DEA 42428" ON PROPERTY CORNER
- ⊗ SET TACK IN LEAD W/ WASHER ON PROPERTY CORNER
- ⊗ SET 1.0' OFFSET TACK IN LEAD W/WASHER
- FOUND 1/2" X 24" REBAR AND CAP MARKED "DEA 36805" ON PROPERTY CORNER

| Line Table |             |        |
|------------|-------------|--------|
| Line #     | Direction   | Length |
| L1         | N22°20'19"E | 7.15'  |
| L2         | N22°14'38"W | 7.16'  |
| L3         | N89°57'09"W | 2.94'  |
| L4         | N44°57'09"W | 5.76'  |
| L5         | N45°02'51"E | 5.76'  |
| L6         | N89°57'09"W | 2.93'  |
| L7         | N00°02'51"E | 2.93'  |
| L8         | N45°02'51"E | 5.76'  |

| Curve Table |            |        |        |
|-------------|------------|--------|--------|
| Curve #     | Delta      | Radius | Length |
| C1          | 012°11'15" | 45.00' | 9.57'  |
| C2          | 033°20'36" | 5.00'  | 2.91'  |
| C3          | 047°28'20" | 5.00'  | 4.14'  |
| C4          | 020°14'12" | 52.00' | 18.37' |
| C5          | 020°14'50" | 52.00' | 18.38' |
| C6          | 047°27'42" | 5.00'  | 4.14'  |
| C7          | 033°19'49" | 5.00'  | 2.91'  |
| C8          | 005°40'13" | 45.00' | 4.45'  |
| C9          | 004°30'25" | 45.00' | 3.54'  |
| C10         | 022°20'01" | 25.00' | 9.74'  |
| C11         | 045°00'00" | 5.00'  | 3.93'  |
| C12         | 045°00'00" | 5.00'  | 3.93'  |
| C13         | 045°00'00" | 5.00'  | 3.93'  |
| C14         | 045°00'00" | 5.00'  | 3.93'  |
| C15         | 045°00'00" | 5.00'  | 3.93'  |
| C16         | 045°00'00" | 5.00'  | 3.93'  |



SEE SHEET 3 OF 13  
FOR ADDRESSES



## TEN TRAILS PLAT 2F DIVISIONS 3, 4 AND 6

CITY OF BLACK DIAMOND,  
KING COUNTY, WASHINGTON



**DAVID EVANS  
AND ASSOCIATES INC.**  
20300 Woodinville Snohomish Rd NE  
Suite A • Woodinville, WA 98072  
p: 425.415.2000 f: 425.486.5059

JOB NO. OAKPCBDP6001  
SHEET 10 OF 13

VOL/PG



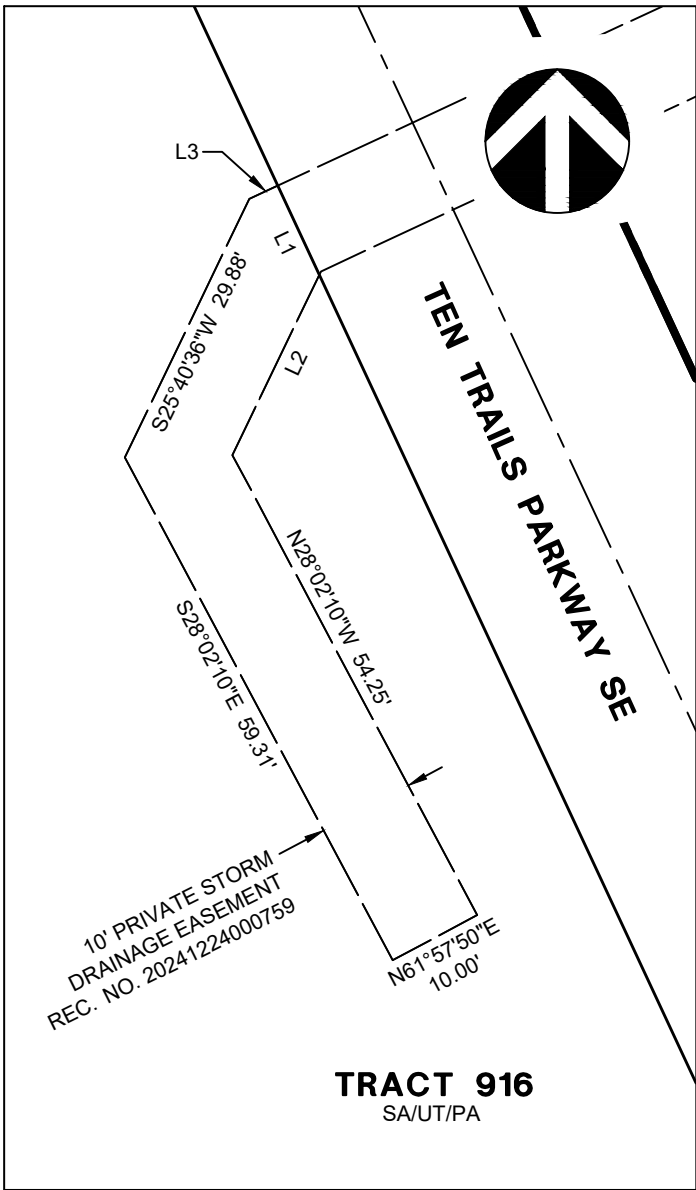
# TEN TRAILS

## PLAT 2F DIVISIONS 3, 4 AND 6

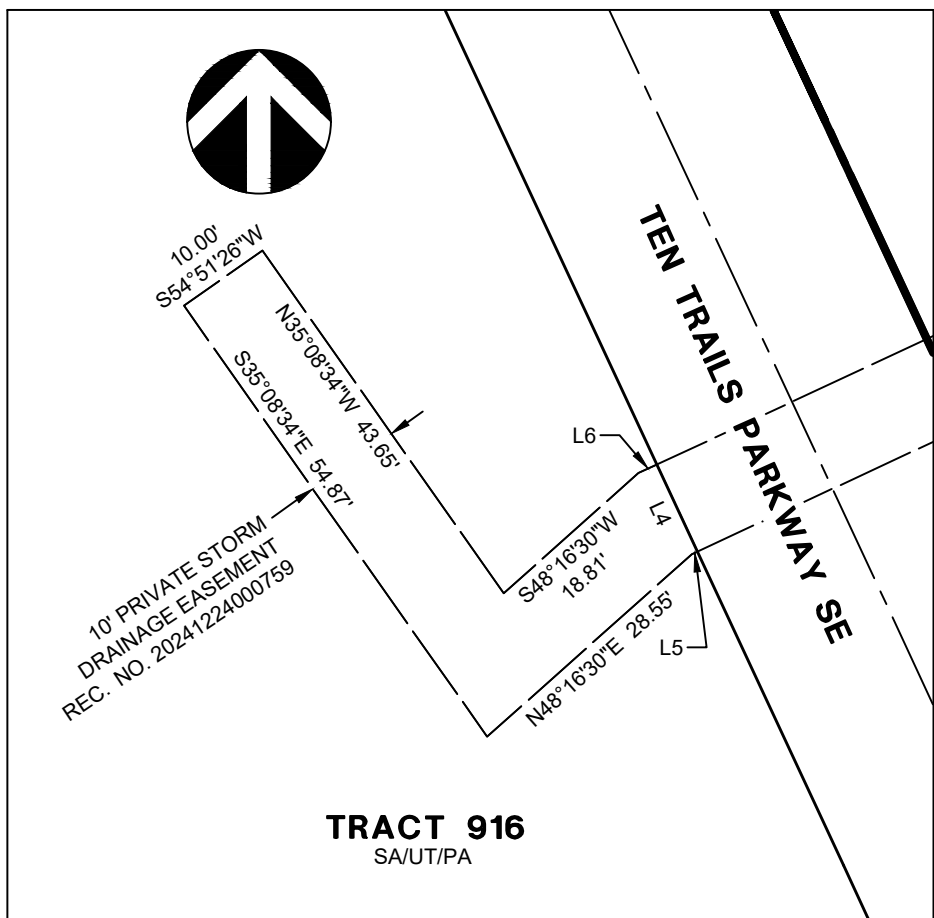
PORTION OF THE NW 1/4, SW 1/4 AND SE 1/4 OF THE NE 1/4 OF SECTION 22,  
TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., CITY OF BLACK DIAMOND, WA  
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

VOL/PG

DETAIL1  
1"=20'



DETAIL-2  
1"=20'



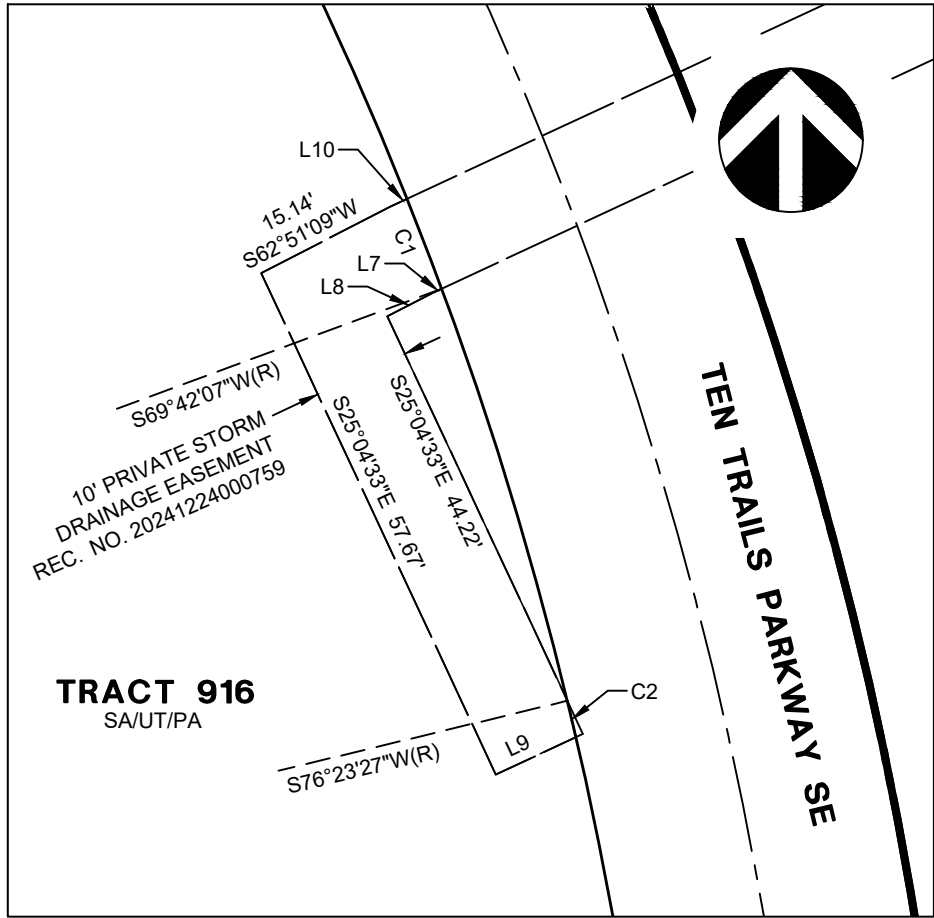
### LEGEND

- ① PUBLIC UTILITY EASEMENT
- ② PRIVATE STORM DRAINAGE EASEMENT
- ③ PEDESTRIAN ACCESS EASEMENT
- LA - LANDSCAPE
- UT - UTILITY
- PA - PEDESTRIAN ACCESS
- AC - ACCESS
- PK - PARK
- SA - SENSITIVE AREA

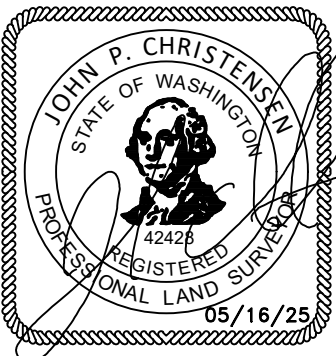
| Line Table |              |        |
|------------|--------------|--------|
| Line #     | Direction    | Length |
| L1         | N24°59'49\"W | 10.23' |
| L2         | N25°40'36\"E | 20.87' |
| L3         | S65°00'11\"W | 3.29'  |
| L4         | N24°59'49\"W | 10.00' |
| L5         | N65°03'04\"E | 0.65'  |
| L6         | S65°03'04\"W | 2.11'  |
| L7         | N65°00'15\"E | 1.03'  |
| L8         | S62°51'09\"W | 5.31'  |
| L9         | N64°55'27\"E | 9.21'  |
| L10        | N65°00'15\"E | 1.91'  |

| Curve Table |             |         |        |
|-------------|-------------|---------|--------|
| Curve #     | Delta       | Radius  | Length |
| C1          | 001°29'37\" | 384.50' | 10.02' |
| C2          | 000°34'45\" | 384.50' | 3.89'  |

DETAIL-3  
1"=20'



SEE SHEET 3 OF 13  
FOR ADDRESSES



## TEN TRAILS PLAT 2F DIVISIONS 3, 4 AND 6

CITY OF BLACK DIAMOND,  
KING COUNTY, WASHINGTON



DAVID EVANS  
AND ASSOCIATES INC.  
20300 Woodinville Snohomish Rd NE  
Suite A • Woodinville, WA 98072  
p: 425.415.2000 f: 425.486.5059

JOB NO. OAKPCBDP6001  
SHEET 11 OF 13

VOL/PG

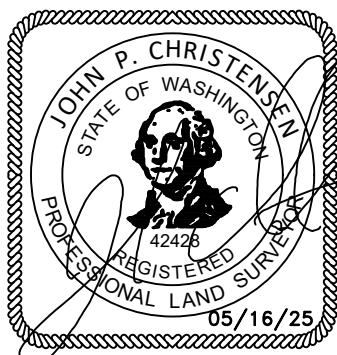
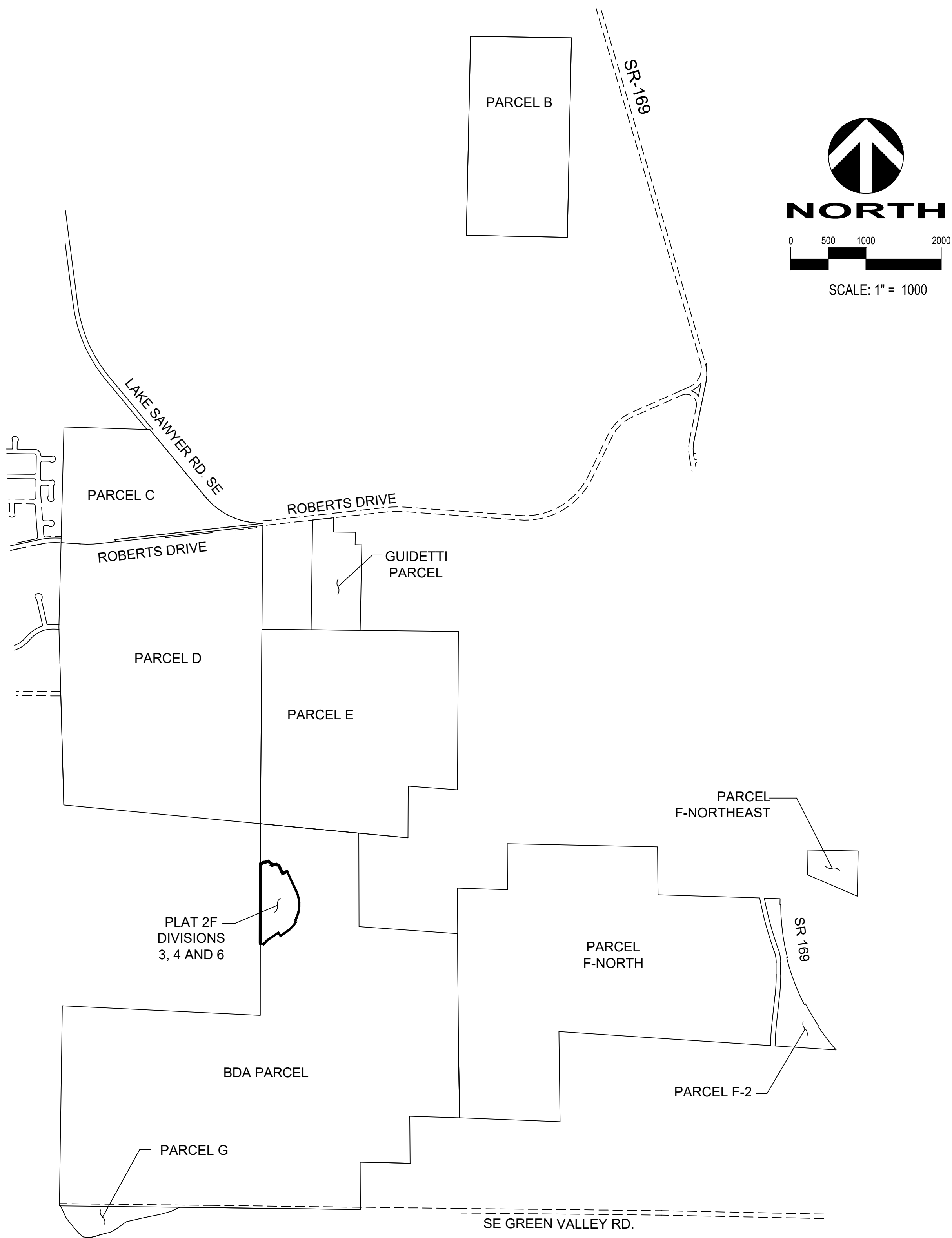


# TEN TRAILS

## PLAT 2F DIVISIONS 3, 4 AND 6

PORTION OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 22,  
TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., CITY OF BLACK DIAMOND, WA  
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

VOL/PG



**TEN TRAILS**  
**PLAT 2F DIVISIONS 3, 4 AND 6**  
CITY OF BLACK DIAMOND,  
KING COUNTY, WASHINGTON



**DAVID EVANS  
AND ASSOCIATES INC.**  
20300 Woodinville Snohomish Rd NE  
Suite A • Woodinville, WA 98072  
p: 425 415 2000 f: 425 486 5059

JOB NO. OAKPCBDP6001  
SHEET 12 OF 13

VOL/PG

# TEN TRAILS

## PLAT 2F DIVISIONS 3, 4 AND 6

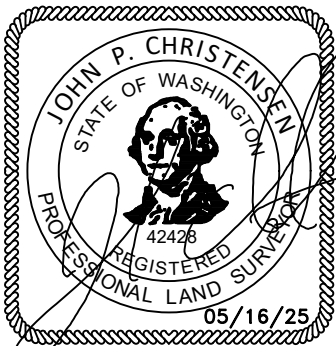
PORTION OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 22,  
TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., CITY OF BLACK DIAMOND, WA  
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

VOL/PG

### INFRASTRUCTURE IMPROVEMENT TIMING

(INFRASTRUCTURE IMPROVEMENTS SHALL BE CONSTRUCTED AS REQUIRED BY THE VILLAGES DEVELOPMENT AGREEMENT SECTION 11: PROJECT PHASING, INCLUDING - BUT NOT LIMITED TO - THE FOLLOWING ITEMS:)

| PROJECT IDENTIFICATION | DESCRIPTION                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                  |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COMMUNITY CONNECTOR    | EXTEND COMMUNITY CONNECTOR IN SEVERAL PHASES FROM END OF CONSTRUCTION IN PHASE 1A, NEAR INTERSECTION OF VILLAGES PARKWAY SE AND SE DOGWOOD STREET, INCLUDING APPROXIMATELY 2,800 LINEAR FEET OF ROADWAY. | CONSTRUCTED IN PHASES AS NECESSARY TO PROVIDE ACCESS TO EACH PHASE 2 PLAT THAT TAKES ACCESS FROM THE COMMUNITY CONNECTOR. EACH PHASE OF CONSTRUCTION WILL BE COMPLETED THROUGH THE INTERSECTION OF THE STREET THAT PROVIDES ACCESS TO EACH PHASE 2 PLAT WITHIN THE VILLAGES MPD. |
| SR 169/BAKER STREET    | FIRST PHASE: CONSTRUCT AN EASTBOUND-TO-NORTHBOUND REFUGE/MERGE LANE AND A NORTHBOUND LEFT TURN LANE<br><br>FINAL PHASE: SIGNALIZE INTERSECTION                                                           | CONSTRUCTION OF THE FIRST PHASE WILL COMMENCE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY OF THE 1,089TH ERU. CONSTRUCTION OF THE FINAL PHASE WILL COMMENCE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE 1,422ND ERU.                                             |
| SR 169/LAWSON STREET   | FIRST PHASE: CONSTRUCT A NORTHBOUND LEFT TURN LANE AND A SOUTHBOUND LEFT TURN LANE<br><br>FINAL PHASE: SIGNALIZE INTERSECTION                                                                            | CONSTRUCTION OF THE FIRST PHASE WILL COMMENCE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY OF THE 1,089TH ERU. CONSTRUCTION OF THE FINAL PHASE WILL COMMENCE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE 1,422ND ERU.                                             |



## TEN TRAILS PLAT 2F DIVISIONS 3, 4 AND 6

CITY OF BLACK DIAMOND,  
KING COUNTY, WASHINGTON



**DAVID EVANS  
AND ASSOCIATES INC.**  
20300 Woodinville Snohomish Rd NE  
Suite A • Woodinville, WA 98072  
p: 425 415 2000 f: 425 486 5059

JOB NO. OAKPCBDP6001  
SHEET 13 OF 13

VOL/PG

# CITY COUNCIL AGENDA BILL

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

| ITEM INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                |             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-------------|
| <b>SUBJECT:</b><br><b>Public Hearing for the 2026-2031 Six Year Transportation Improvement Program</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Agenda Date: June 5, 2025      AB25-047</b> |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Mayor Carol Benson                             |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | City Administrator- Kevin O'Neill              |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | City Attorney- David Linehan                   |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | City Clerk – Brenda L. Martinez                |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Com Dev – Andy Williamson                      |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Finance – Xavier Mason                         |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | MDRT/Ec Dev – Andy Williamson                  |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Police – Chief Kiblinger                       |             |
| Cost Impact (see also Fiscal Note): Planning for various projects                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Public Works – Scott Hanis                     | <b>X</b>    |
| Fund Source: Various                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Court – Judge Swain/Tawnya Parks               |             |
| Timeline: As per individual project schedules; due July 1, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                |             |
| <b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                |             |
| <b>Attachments: Six-Year Transportation Improvement Program Redlined and Clean Version, PowerPoint</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                |             |
| <p><b>SUMMARY STATEMENT:</b><br/>           The City is required to update its Six Year Transportation Improvement Program (TIP) per Revised Code of Washington (RCW) 35.77.010 and file the TIP with the Washington State Department of Transportation (WSDOT).</p> <p>Most grant programs require projects to be on the City's Six Year TIP. The City is required by State law to update the TIP prior to July 1<sup>st</sup> of each year.</p> <p>Public Hearing only. Resolution anticipated for the June 26<sup>th</sup> meeting.</p> <p><b>FISCAL NOTE (Finance Department):</b><br/>           This pending action does not bring in revenue nor does it cause expenses other than advertising, printing, mailing, and staff labor costs already budgeted for.</p> |                                                |             |
| COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                |             |
| RECOMMENDED ACTION: <b>Public hearing only.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                |             |
| RECORD OF COUNCIL ACTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                |             |
| Meeting Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <i>Action</i>                                  | <i>Vote</i> |
| June 5, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                |             |

City of Black Diamond 6 Year  
Transportation Improvement Plan  
2026 - 2031



## SUMMARY OF PROJECTS

### Recurring Programs

| Project Name                               | Location | Cost                                                              | Year               |
|--------------------------------------------|----------|-------------------------------------------------------------------|--------------------|
| Street Preservation Program                | N/A      | \$ <del>273</del> 5,000/year;<br>\$1, <del>654</del> 10,000 total | 202 <del>6</del> 5 |
| Neighborhood Street Improvement Program    | N/A      | \$85,000/year; \$510,000 total                                    | 202 <del>6</del> 5 |
| Grant Matching for Street Projects Program | N/A      | \$ <del>755</del> 0,000/year;<br>\$ <del>453</del> 0,000 total    | 202 <del>6</del> 5 |

### Capital Projects

| Project Name                                                                                          | Location                                                                                         | Cost                              | Year               |
|-------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|-----------------------------------|--------------------|
| *1. SR 169 Roundabouts <del>ss</del>                                                                  | <u>Roberts Dr./SR 169 and</u><br><del>Roberts Dr./SR 169/BD</del><br>Ravensdale Rd./Pipeline Rd. | \$ <del>220,8</del> 00,000        | 202 <del>6</del> 5 |
| 2. Covington Creek Bridge                                                                             | 224 <sup>th</sup> Ave SE, South of SE<br>297 <sup>th</sup> St.                                   | \$ <del>2,897,960</del> 2,786,500 | 202 <del>6</del> 5 |
| 3. Roberts Drive Reconstruction,<br><u>Phase I</u> , City Hall to <u>Ginder</u><br><u>CreekSR 169</u> | City Hall to <u>Ginder CreekSR</u><br><del>169</del>                                             | \$ <del>3,752,266</del> 6,085,000 | 202 <del>6</del> 5 |
| *4. <u>SR 169 Sidewalk, Roberts Drive</u><br><u>to James Street</u>                                   | <u>Roberts Dr. to James St.</u>                                                                  | \$ <u>780,000</u>                 | <u>2026</u>        |
| *5. <u>Lawson Street/Botts Drive</u><br><u>Intersection Improvements</u>                              | <u>Lawson St./Botts Dr.</u>                                                                      | \$ <u>3,088,800</u>               | <u>2026</u>        |
| *4. <del>Morgan Street &amp; Roberts Drive</del><br><del>Intersection Improvements</del>              | <del>Morgan St./Roberts Dr.</del>                                                                | <del>\$1,000,000</del>            | <del>2025</del>    |
| 5. <del>Central Area Public Parking</del><br><del>Study</del>                                         | <del>Railroad Ave. and Baker St.</del><br><del>area</del>                                        | <del>\$50,000</del>               | <del>2025</del>    |
| 66. Sawyer Woods Elementary<br>Pedestrian Improvements, Ph. I                                         | 228th Ave. SE from SE 312th<br>St. to SE 307th Pl.                                               | \$2,3 <del>92</del> 00,000        | 202 <del>7</del> 6 |
| <del>77</del> . SR 169 & Park Street Crossing                                                         | SR 169 & Park St.                                                                                | \$16 <del>60</del> ,400           | 202 <del>7</del> 6 |
| *8. <del>SR 169 Sidewalk, Roberts Drive</del><br><del>to James Street</del>                           | <del>Roberts Dr. to James St.</del>                                                              | <del>\$750,000</del>              | <del>2026</del>    |



|                                                                              |                                                            |                                      |                    |
|------------------------------------------------------------------------------|------------------------------------------------------------|--------------------------------------|--------------------|
| <del>89.</del> SE 288th Street Sidewalk, Ph. I                               | 216th Ave. SE to 224th Ave. SE                             | \$1, <del>612</del> 550,000          | 202 <del>8</del> 7 |
| <del>*10. Lawson Street/Botts Drive Intersection Improvements</del>          | <del>Lawson St./Botts Dr.</del>                            | <del>\$2,970,000</del>               | <del>2027</del>    |
| <del>911.</del> Arterial Paving – Multiple Locations                         | Lawson St. between 3rd Ave. & Newcastle Dr.; 216th Ave.    | \$6 <del>2400</del> ,000             | 2028               |
| <del>10. Roberts Drive Reconstruction Phase II, Ginder Creek to SR 169</del> | <del>Ginder Creek to SR 169</del>                          | <del>\$3,900,000</del>               | <del>2028</del>    |
| <del>12. Sawyer Woods Sidewalk, Ph. II</del>                                 | <del>224th Ave. SE from SE 307th Pl. to SE 304th St.</del> | <del>\$2,100,000</del>               | <del>2028</del>    |
| *1 <del>13.</del> Lawson Street & SR 169 Intersection Improvements           | Lawson St./SR 169                                          | \$2,0 <del>800</del> ,000            | 2028               |
| *1 <del>24.</del> Baker Street & SR 169 Intersection                         | Baker St./SR 169                                           | \$1,5 <del>600</del> ,000            | 2028               |
| *1 <del>35.</del> Pipeline Road                                              | New east/west road between Lake Sawyer Rd. SE & SR 169     | \$ <del>23,176,400</del> 22,285,000  | 202 <del>9</del> 8 |
| 1 <del>46.</del> Baker Street Sidewalk                                       | Railroad Ave. to Lawson St.                                | \$7 <del>2800</del> ,000             | 2029               |
| 1 <del>57.</del> 216th Avenue SE Pedestrian Improvements                     | SE 288th St. to SE 292nd St.                               | \$7 <del>850</del> ,000              | 2029               |
| *1 <del>68.</del> Lawson Connector/Lawson Parkway                            | SR 169 to Lawson St.                                       | \$15, <del>600</del> 00,000          | 2029               |
| *1 <del>79.</del> Lawson Street Sidewalk, Ph. II                             | 6th Ave. to Newcastle Dr.                                  | \$1,0 <del>400</del> ,000            | 2029               |
| *1 <del>820.</del> North Connector                                           | SR 169 in north triangle south to Pipeline Rd. and Roberts | \$4, <del>955</del> 765,600          | 2030               |
| <del>19. Sawyer Woods Sidewalk, Ph. II</del>                                 | <del>224th Ave. SE from SE 307th Pl. to SE 304th St.</del> | <del>\$2,184,000</del>               | <del>2030</del>    |
| <del>2021.</del> Downtown Pedestrian Bypass                                  | Roberts/SR169 to Jones Lake Rd/SR 169                      | \$8, <del>845</del> 00,000           | 203 <del>1</del> 0 |
| 21. Railroad Ave. Traffic and Pedestrian Improvements                        | Railroad Ave. between the museum and bakery                | \$1,200,000                          | 2031               |
| TOTAL                                                                        |                                                            | \$ <del>102,157,426</del> 99,071,500 |                    |

\*Funded through developer mitigation and/or transportation impact fees

\*~~Developer-funded~~Developer-funded project costs to be updated before finalizing.



## General Street Overlay Program

**Projected Year:** Recurring 202~~65~~-203~~10~~

**Location:** Streets throughout the City, as well as ~~5<sup>th</sup> Ave. between Lawson St. & Baker St.~~, 232<sup>nd</sup> Ave./Pl. SE between 29615 & end of public road (SE 302<sup>nd</sup>), and 228<sup>th</sup> Ave. SE/229<sup>th</sup> Ave. SE/229<sup>th</sup> Pl. SE/SE 292<sup>nd</sup> Pl, ~~Railroad Ave, and gravel roadways.~~

**Distance:** N/A

**Type of Improvement:** Use for opportunities to provide asphalt overlays, short overlays, chip sealing, crack sealing, patch work, addressing minor safety problems on various City streets. This will allow the City to build a street preservation program to address deteriorating, non-neighborhood streets throughout the City. These streets typically would not qualify for grant funding.

**Estimated Cost:** \$2~~73~~5,000/year; \$1,~~654~~0,000 total

**Fund Source:** Local City Funds



## Neighborhood Street Improvement Program

**Projected Year:** Recurring 202~~64~~-20~~31~~<sup>29</sup>

**Location:** Include Morgan Creek, Diamond Glen, and Rainier View. Other neighborhoods will be added in future years, as needed

**Distance:** N/A

**Type of Improvement:** Use for opportunities to provide asphalt overlays or other roadway treatments (chip seal, seal coating) in neighborhoods. This will allow the City to build up funds to address deteriorating neighborhood streets throughout the City. These streets typically would not qualify for grant funding.

**Estimated Cost:** \$85,000/year; \$510,000 total

**Fund Source:** Local City Funds





## Grant Matching for Street Projects Program

**Projected Year:** Recurring 202~~64~~-20~~31~~<sup>29</sup>

**Location:** N/A

**Distance:** N/A

**Type of Improvement:** Use for grant applications to provide the required match.

**Estimated Cost:** \$~~7550~~,000/year; \$~~45300~~,000 total

**Fund Source:** Local City Funds

### What is a matching grant?



A matching grant is a contingent grant awarded only if the receiving entity is able to put up (or independently raise) a sum equal to the amount provided by the granting entity.



## SR 169 Roundabout~~ss~~ (#1)

Projected Year: 202~~6~~5

**Location:** ~~intersections of SR 169/Roberts Dr. and SR 169/Black Diamond-Ravensdale Rd. for one roundabout, intersection of SR 169/Pipeline Rd. for the second.~~intersections of SR 169/Roberts Dr. and SR 169/Black Diamond-Ravensdale Rd. for one roundabout, intersection of SR 169/Pipeline Rd. for the second.

Distance: N/A

**Type of Improvement:** ~~Roundabout[s] addressing the intersections of SR 169/Roberts Dr. and SR 169/Black Diamond-Ravensdale Rd.~~Roundabout[s] addressing the intersections of SR 169/Roberts Dr. and SR 169/Black Diamond-Ravensdale Rd.

**Estimated Cost:** \$~~220,800~~0,000

**Fund Source:** Developer Mitigation, Transportation Impact Fees



~~Roberts Dr. & BD-Ravensdale~~

~~Pipeline Rd.~~

## Covington Creek Bridge (#2)

**Projected Year:** 202~~6~~5

**Location:** 228<sup>th</sup> Ave. SE from approximately 225' south of SE 297<sup>th</sup> St. to SE 296<sup>th</sup> St.

**Distance:** 0.07 miles

**Type of Improvement:** Replaces three failing culverts at Covington Creek with a prestressed girder bridge, along with associated grading and road improvements to match up roadways on the north and south.

**Estimated Cost:** \$~~2,897,960~~2,786,500

**Fund Source:** King County Flood Control District Funds





**Roberts Drive Reconstruction Phase I, City Hall to Ginder CreekSR-169 (#3)**

**Projected Year:** 20265

**Location:** City Hall to Ginder CreekSR-169

**Distance:** .77 miles

**Type of Improvement:** Widening and overlay to accommodate shared bicycle path, sidewalks on the Southboth sides of the road from Morgan StDr. to Ginder CreekSR-169, street lighting, and stormwater improvements.

**Estimated Cost:** \$3,752,266,085,000

**Fund Source:** TIB Grant, ~~RCO Grant~~, Local City Funds



### Projected Year: 2026

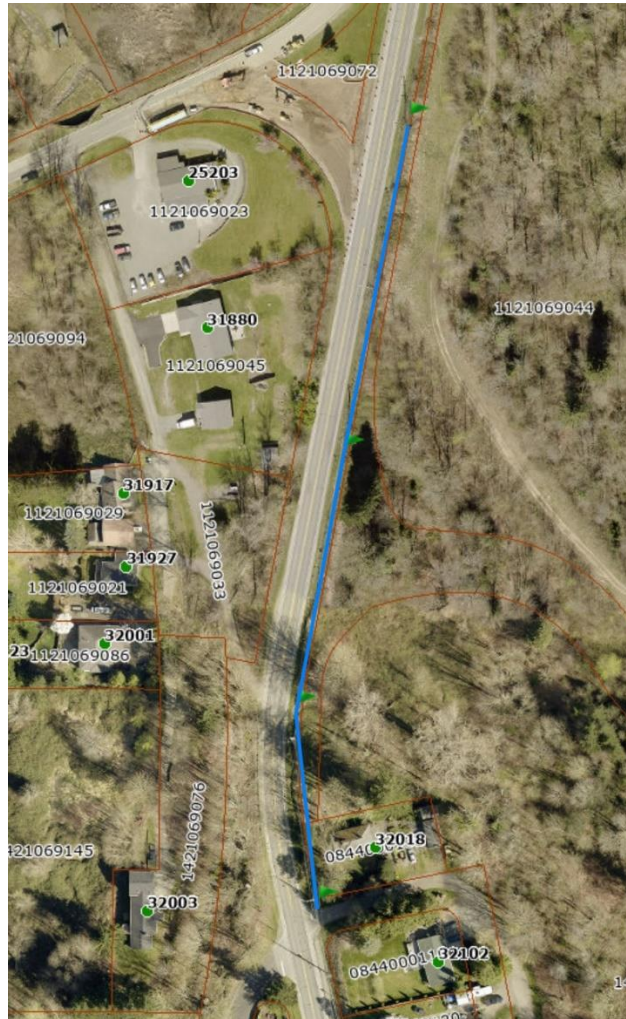
**Location: SR 169 from Roberts Dr. to James St.**

**Distance: .20 miles**

**Type of Improvement: 6-foot wide sidewalk on the west side of SR 169 between the future roundabout and James St.**

**Estimated Cost: \$780,000**

### Fund Source: Developer Mitigation



**Morgan Street & Roberts Drive Intersection Improvements (#4)**

**Lawson Street/Botts Drive Intersection Improvements (#5)**

**Projected Year: 2026**

**Location: Intersection of Lawson St. & Botts Dr.**

**Type of Improvement: Intersection controls for new intersection, including stop controls, and sidewalk. This project will realign Botts Dr. with the future Lawson Parkway**

**Estimated Cost: \$3,088,800**

**Fund Source: Grant Funds/Developer Mitigation**





**Sawyer Woods Elementary Pedestrian Improvements, Ph. I (#6)**

**Projected Year: 2027**

**Location: 228<sup>th</sup> Ave. SE from SE 312<sup>th</sup> St. to SE 307<sup>th</sup> Pl.**

**Distance: 0.30 miles**

**Type of Improvement: New sidewalk on the east side of 228<sup>th</sup> Ave. SE along with stormwater facilities, pedestrian lighting, and block walls.**

**Estimated Cost: \$2,392,000**

**Fund Source: Safe Routes to School Grant; local city funds**



## SR 169 & Park Street Crossing (#7)

**Projected Year: 2027**

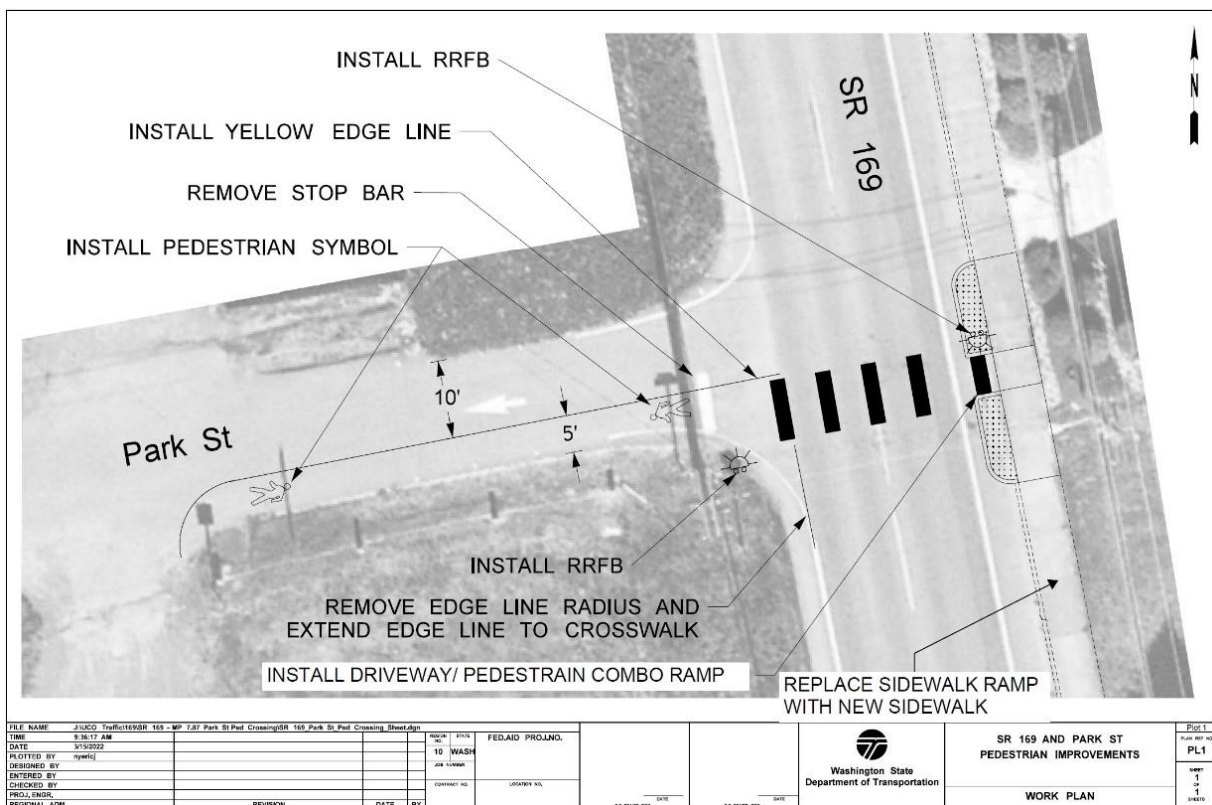
**Location: SR 169 & Park St.**

**Distance: N/A**

**Type of Improvement: Crosswalk, Designated pedestrian path on Park St., and Rectangular Rapid-Flashing Beacons (RRFBs)**

**Estimated Cost: \$166,400**

**Fund Source: WSDOT Pedestrian & Bicycle Program Grant, local funds**





**SE 288<sup>th</sup> Street Sidewalk, Ph. I (#8)**

**Projected Year: 2028**

**Location: SE 288th St. from 216<sup>th</sup> Ave. SE to 224<sup>th</sup> Ave. SE**

**Distance: 0.49 miles**

**Type of Improvement: New concrete sidewalk on the south side of the road.**

**Estimated Cost: \$1,612,000**

**Fund Source: Local City Funds**



**Arterial Paving – Multiple Locations (#9)**

**Projected Year: 2028**

**Location: Lawson St. between 3<sup>rd</sup> Ave. & Newcastle Dr., and 216<sup>th</sup> Ave. SE between SE 288<sup>th</sup> St. & SE 296<sup>th</sup> St.**

**Distance: 0.70 miles**

**Type of Improvement: Asphalt overlays on City arterial streets.**

**Estimated Cost: \$624,000**

**Fund Source: TIB Arterial Preservation Program grants (limited to streets classified as arterials)**





**Roberts Drive Reconstruction Phase II, Ginder Creek to SR 169 (#10)**

**Projected Year: 2028**

**Location: Roberts Dr between Ginder Creek and SR 169.**

**Distance: 0.15 miles**

**Type of Improvement: Widening and overlay to accommodate bicycle lanes, sidewalk on the South side of the road, street lighting, and stormwater improvements from Ginder Creek to SR 169. Ginder Creek culvert replacement and stream restoration.**

**Estimated Cost: \$3,900,000**

**Fund Source: Grant funds and local funds**



**Lawson Street & SR 169 Intersection Improvements (#11)**

**Projected Year: 2028**

**Location: Intersection of Lawson St. & SR 169**

**Distance: N/A**

**Type of Improvement: Intersection improvements to increase level of service, safety, and pedestrian crossing. Work may be completed with project #13**

**Estimated Cost: \$2,080,000**

**Fund Source: Developer Mitigation, Transportation Impact Fees**



**Baker Street & SR 169 Intersection Improvements (#12)**

**Projected Year: 2028**

**Location: Intersection of Baker St. & SR 169**

**Distance: N/A**

**Type of Improvement: Same as project #12**

**Estimated Cost: \$1,560,000**

**Fund Source: Developer Mitigation, Transportation Impact Fees**





**Pipeline Road (#13)**

**Projected Year: 2029**

**Location: Construction of new Pipeline Rd. between Lake Sawyer Rd. & SR 169**

**Distance: 1.5 miles**

**Type of Improvement: Construction of a new roadway with pedestrian facilities between SR 169 and Lake Sawyer Rd. SE.**

**Estimated Cost: \$23,176,400**

**Fund Source: Developer Mitigation, Transportation Impact Fees**



**Baker Street Sidewalk (#14)**

**Projected Year: 2029**

**Location: Railroad Ave. to Lawson St.**

**Distance: .21 mi**

**Type of Improvement: Sidewalk on the south side of Baker St. between Railroad and SR 169, then on the west side of SR 169 between Baker and Lawson**

**Estimated Cost: \$728,000**

**Fund Source: CDBG Grant, Local City Funds, Developer frontage improvements**



**216<sup>th</sup> Avenue SE Pedestrian Improvements (#15)**

**Projected Year: 2029**

**Location: SE 288<sup>th</sup> St. to SE 292<sup>nd</sup> St.**

**Distance: 0.20 miles**

**Type of Improvement: Sidewalk from SE 288<sup>th</sup> St. to Lake Sawyer Community Club and extending curb and markings from community club to SE 292<sup>nd</sup> St. for pedestrian facilities and preserve parking at businesses.**

**Estimated Cost: \$780,000**

**Fund Source: Local City Funds, TIB Grant**





**Lawson Connector/Lawson Parkway (#16)**

**Projected Year: 2029**

**Location: SR 169 to Lawson St.**

**Type of Improvement: New 36' wide minor arterial connection to SR 169 with pedestrian facilities, bike lanes, and street lighting.**

**Estimated Cost: \$15,600,000**

**Fund Source: Developer Funded, Transportation Impact Fees**



**Lawson Street Sidewalk, Ph. II (#17)**

**Projected Year: 2029**

**Location: 6<sup>th</sup> Ave. to Newcastle Dr.**

**Distance: .19 miles**

**Type of Improvement: 6-foot wide sidewalk on the south side of Lawson St. along with crosswalks at 6<sup>th</sup> Ave. and Newcastle Dr.**

**Estimated Cost: \$1,040,000**

**Fund Source: Developer Mitigation; Grant funds**



**Sawyer Woods Elementary Pedestrian Improvements, Ph. II (#18)**

**Projected Year: 2029**

**Location: 224<sup>th</sup> Ave. SE from SE 307<sup>th</sup> Pl. to SE 304<sup>th</sup> St.**

**Distance: 0.27 miles**

**Type of Improvement: New sidewalk on the east side of 224<sup>th</sup> Ave. SE along with stormwater facilities, block walls, and regrading portions of 224<sup>th</sup> to accommodate steep slopes on driveways.**

**Estimated Cost: \$2,184,000**

**Fund Source: Safe Routes to School Grant; TIB Grant; local city funds**



**North Connector (#19)**

**Projected Year: 2030**

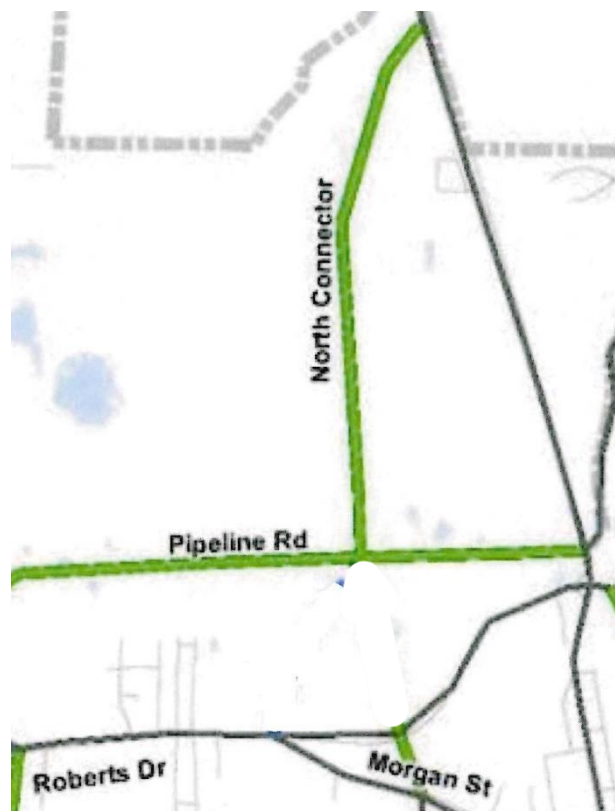
**Location: SR 169 connection in the north triangle south to Roberts Dr.**

**Distance: .25 miles**

**Type of Improvement: New minor arterial connection to SR 169 with potential roundabout**

**Estimated Cost: \$4,955,600**

**Fund Source: Developer Funded, Transportation Impact Fees**



**Downtown Pedestrian Bypass (#20)**

**Project Year: 2031**

**Location: Roberts/SR169 to Jones Lake Rd/SR 169**

**Distance: 1.0 Miles**

**Type of Improvement: New shared use pedestrian pathways from the south to north end of the Black Diamond downtown area.**

**Estimated Cost: \$8,840,000**

**Fund Source: Grants, Park Funds, Local City Funds**





## **Railroad Ave Traffic and Pedestrian Improvements (#21)**

**Project Year: 2031**

**Distance: 0.12 miles**

**Type of Improvements: Overlay with pedestrian improvements to increase walkability in the downtown corridor.**

**Estimated Cost: \$1,200,000**

**Fund Source: Grant and local funds**



**Projected Year:** 2025

**Location:** Intersection of Roberts Dr. & Morgan St.

**Distance:** N/A

**Type of Improvement:** New roundabout, potentially completed as part of the Roberts Drive Reconstruction, City Hall to SR 169 project (#5)

**Estimated Cost:** \$1,000,000

**Fund Source:** Developer Mitigation, Transportation Impact Fees, TIB grant



### **Central Area Parking Study (#5)**

**Project Year:** 2025

**Location:** Railroad Ave. and Baker St., and nearby streets

**Distance:** N/A

**Type of Improvement:** Explore parking options for the historic downtown area of Black Diamond. New parking lots will likely trigger stormwater treatment requirements.

**Estimated Cost:** \$50,000

**Fund Source:** Local City Funds





**Sawyer Woods Elementary Pedestrian Improvements, Ph. I (#6)**

**Projected Year:** 2026

**Location:** 228<sup>th</sup> Ave. SE from SE 312<sup>th</sup> St. to SE 307<sup>th</sup> Pl.

**Distance:** 0.30 miles

**Type of Improvement:** New sidewalk on the east side of 228<sup>th</sup> Ave. SE along with stormwater facilities, pedestrian lighting, and block walls.

**Estimated Cost:** \$2,300,000

**Fund Source:** Safe Routes to School Grant; local city funds



**SR 169 & Park Street Crossing (#7)**

**Projected Year:** 2026

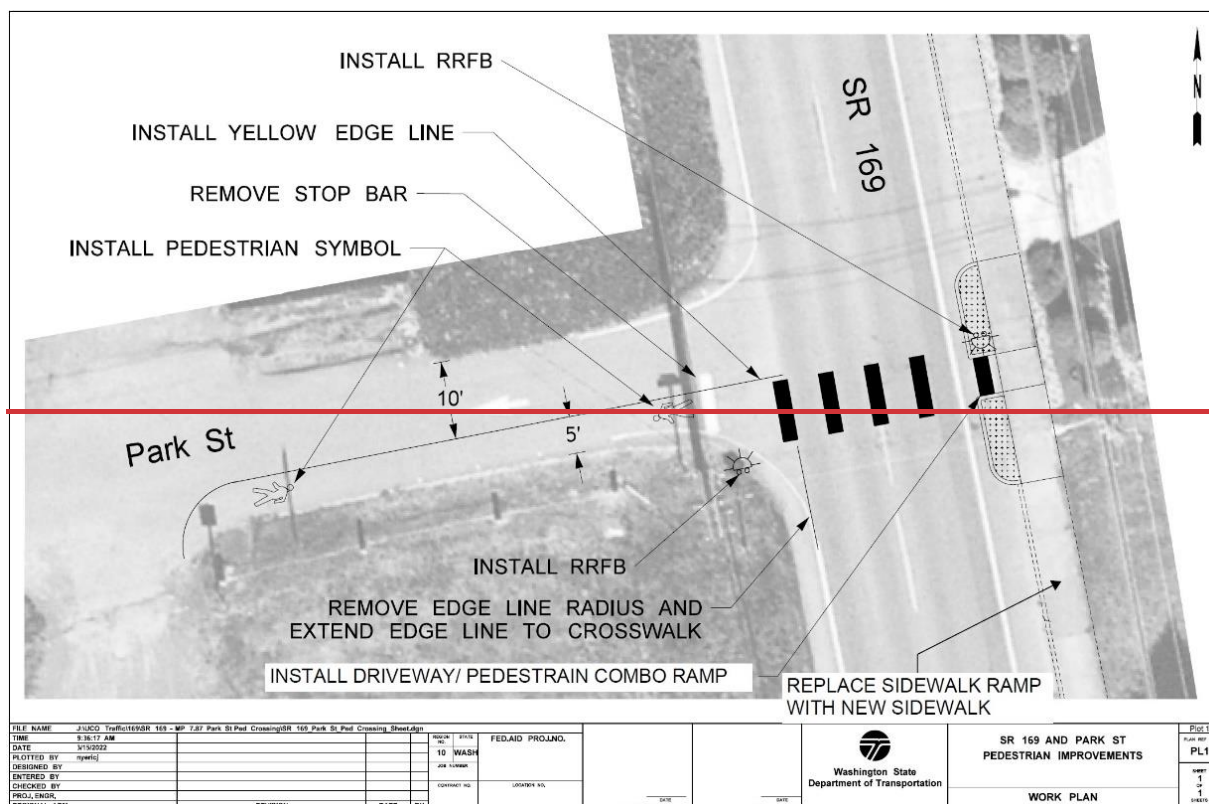
**Location:** SR 169 & Park St.

**Distance:** N/A

**Type of Improvement:** Crosswalk, Designated pedestrian path on Park St., and Rectangular Rapid-Flashing Beacons (RRFBs)

**Estimated Cost:** \$160,000

**Fund Source:** WSDOT Pedestrian & Bicycle Program Grant



**SR 169 Sidewalk, Roberts Drive to James Street (#8)**

**Projected Year:** 2026

**Location:** SR 169 from Roberts Dr. to James St.

**Distance:** .20 miles

**Type of Improvement:** 6-foot wide sidewalk on the west side of SR 169 between the future roundabout and James St.

**Estimated Cost:** \$750,000

**Fund Source:** Developer Mitigation





**SE 288<sup>th</sup> Street Sidewalk, Ph. I (#9)**

**Projected Year:** 2027

**Location:** SE 288th St. from 216<sup>th</sup> Ave. SE to 224<sup>th</sup> Ave. SE

**Distance:** 0.49 miles

**Type of Improvement:** New concrete sidewalk on the south side of the road.

**Estimated Cost:** \$1,550,000

**Fund Source:** Local City Funds



**Lawson Street/Botts Drive Intersection Improvements (#10)**

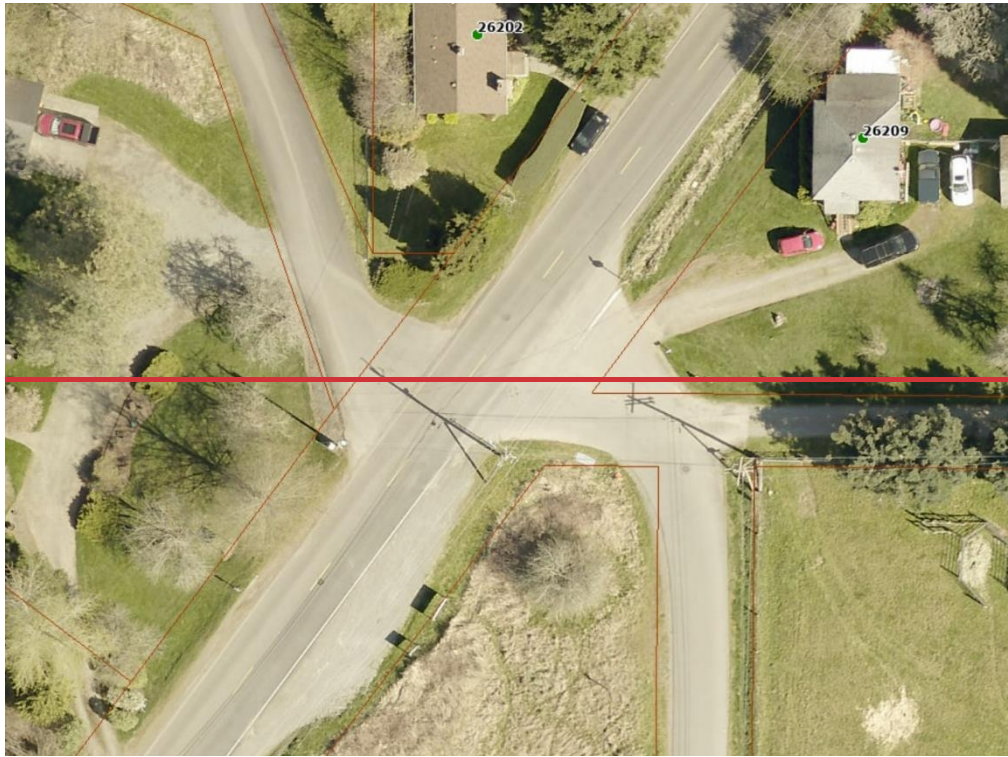
**Projected Year:** 2027

**Location:** Intersection of Lawson St. & Botts Dr.

**Type of Improvement:** Intersection controls for new intersection, including stop controls, and sidewalk. This project will realign Botts Dr. with the future Lawson Parkway

**Estimated Cost:** \$2,970,000

**Fund Source:** Grant Funds/Developer Mitigation



**Arterial Paving—Multiple Locations (#11)**

**Projected Year:** 2028

**Location:** Lawson St. between 3<sup>rd</sup> Ave. & Newcastle Dr., and 216<sup>th</sup> Ave. SE between SE 288<sup>th</sup> St. & SE 296<sup>th</sup> St.

**Distance:** 0.70 miles

**Type of Improvement:** Asphalt overlays on City arterial streets.

**Estimated Cost:** \$600,000



**Fund Source:** TIB Arterial Preservation Program grants (limited to streets classified as arterials)



**Sawyer Woods Elementary Pedestrian Improvements, Ph. II (#12)**

**Projected Year:** 2028

**Location:** 224<sup>th</sup> Ave. SE from SE 307<sup>th</sup> Pl. to SE 304<sup>th</sup> St.

**Distance:** 0.27 miles

**Type of Improvement:** New sidewalk on the east side of 224<sup>th</sup> Ave. SE along with stormwater facilities, block walls, and regrading portions of 224<sup>th</sup> to accommodate steep slopes on driveways.



**Estimated Cost:** \$2,100,000

**Fund Source:** Safe Routes to School Grant; TIB Grant; local city funds



**Lawson Street & SR 169 Intersection Improvements (#13)**

**Projected Year:** 2028

**Location:** Intersection of Lawson St. & SR 169

**Distance:** N/A

**Type of Improvement:** Intersection improvements to increase level of service, safety, and pedestrian crossing. Work may be completed with project #13

**Estimated Cost:** \$2,000,000

**Fund Source:** Developer Mitigation, Transportation Impact Fees



**Baker Street & SR-169 Intersection Improvements (#14)**

**Projected Year:** 2028

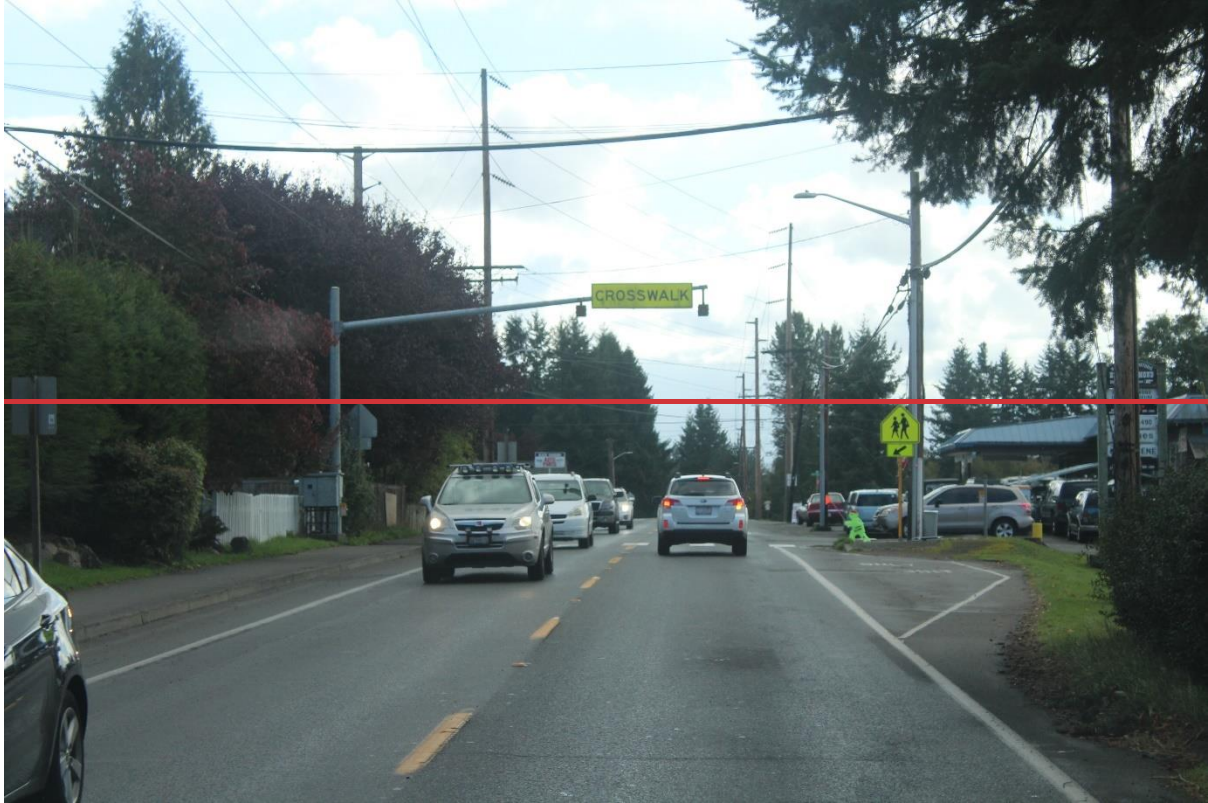
**Location:** Intersection of Baker St. & SR-169

**Distance:** N/A

**Type of Improvement:** Same as project #12

**Estimated Cost:** \$1,500,000

**Fund Source:** Developer Mitigation, Transportation Impact Fees



**Pipeline Road (#15)**

**Projected Year:** 2028

**Location:** Construction of new Pipeline Rd. between Lake Sawyer Rd. & SR 169

**Distance:** 1.5 miles

**Type of Improvement:** Construction of a new roadway with pedestrian facilities between SR 169 and Lake Sawyer Rd. SE.

**Estimated Cost:** \$22,285,000



**Fund Source:** Developer Mitigation, Transportation Impact Fees



**Baker Street Sidewalk (#16)**

**Projected Year:** 2029

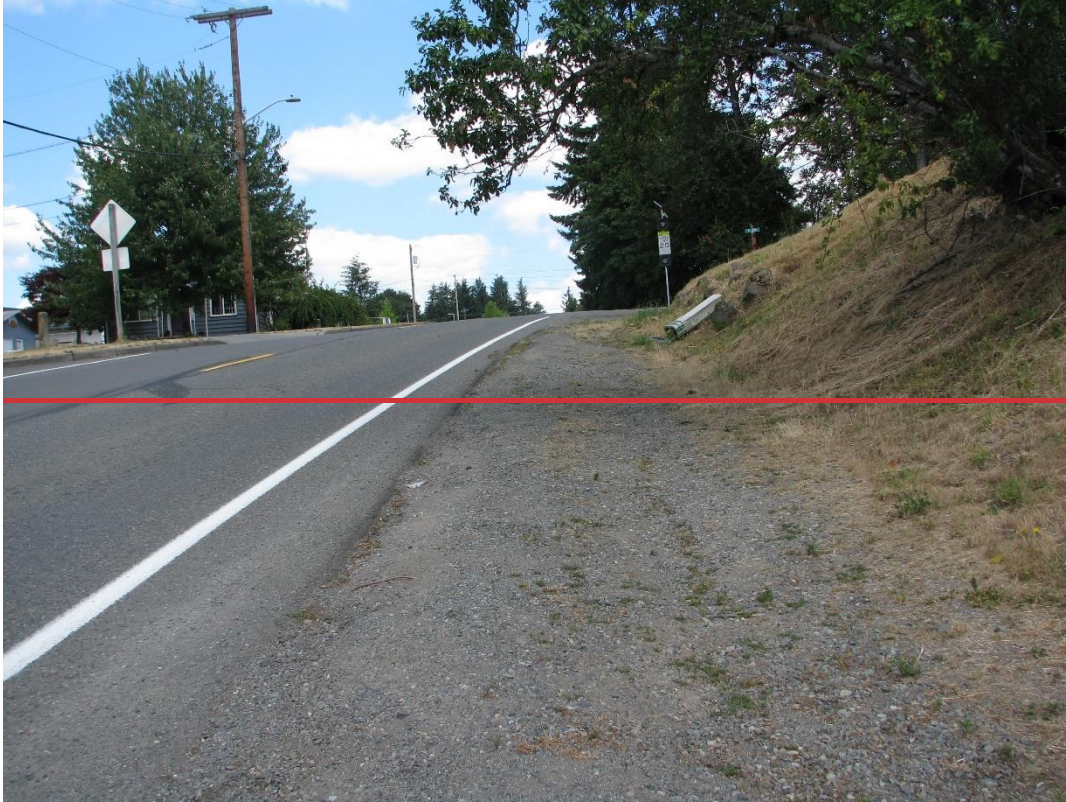
**Location:** Railroad Ave. to Lawson St.

**Distance:** .21 mi

**Type of Improvement:** Sidewalk on the south side of Baker St. between Railroad and SR 169, then on the west side of SR 169 between Baker and Lawson

**Estimated Cost:** \$700,000

**Fund Source:** Grant, Local City Funds, Developer frontage improvements



**216<sup>th</sup> Avenue SE Pedestrian Improvements (#17)**

**Projected Year:** 2029

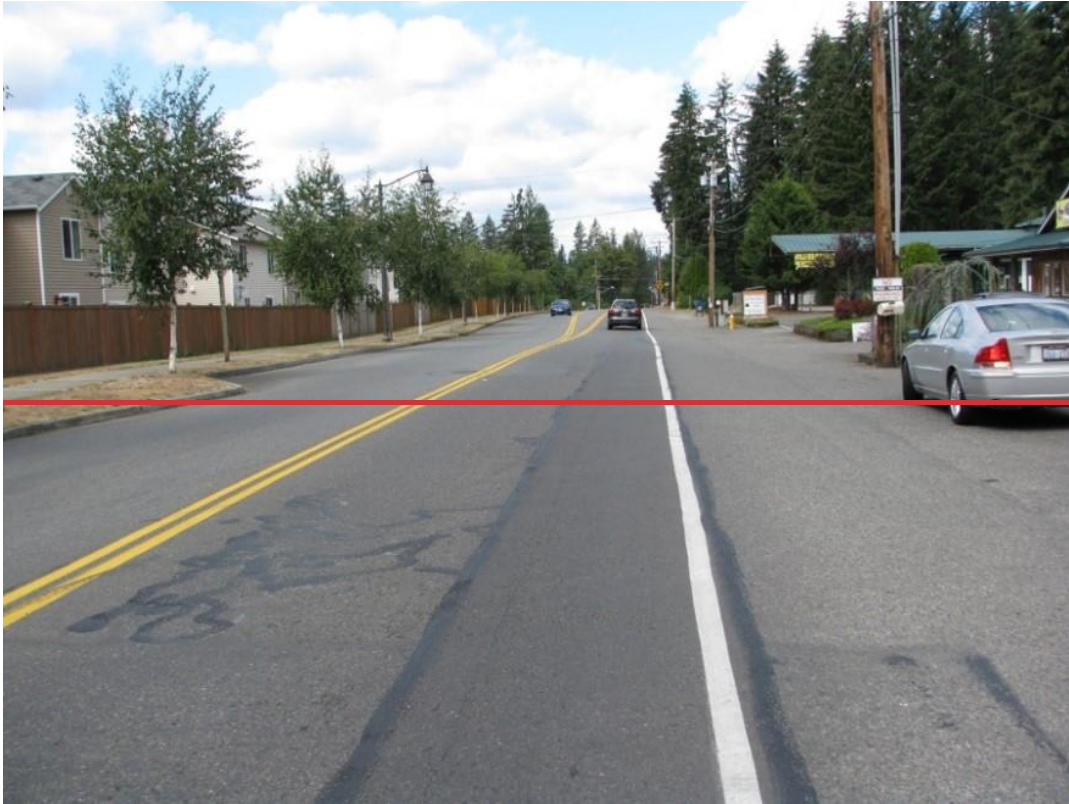
**Location:** SE 288<sup>th</sup> St. to SE 292<sup>nd</sup> St.

**Distance:** 0.20 miles

**Type of Improvement:** Sidewalk, curb, gutter, stormwater, and striping to designate pedestrian facilities and preserve parking at businesses.

**Estimated Cost:** \$750,000

**Fund Source:** Local City Funds, TIB Grant



**Lawson Connector/Lawson Parkway (#18)**

**Projected Year:** 2029

**Location:** SR 169 to Lawson St.

**Type of Improvement:** New 36' wide minor arterial connection to SR 169 with pedestrian facilities, bike lanes, and street lighting.

**Estimated Cost:** \$15,000,000

**Fund Source:** Developer Funded, Transportation Impact Fees



**Lawson Street Sidewalk, Ph. II (#19)**

**Projected Year:** 2029

**Location:** 6<sup>th</sup> Ave. to Newcastle Dr.

**Distance:** .19 miles

**Type of Improvement:** 6-foot wide sidewalk on the south side of Lawson St. along with crosswalks at 6<sup>th</sup> Ave. and Newcastle Dr.



**Estimated Cost:** \$1,000,000

**Fund Source:** Developer Mitigation; Grant funds



**North Connector (#20)**

**Projected Year:** 2030

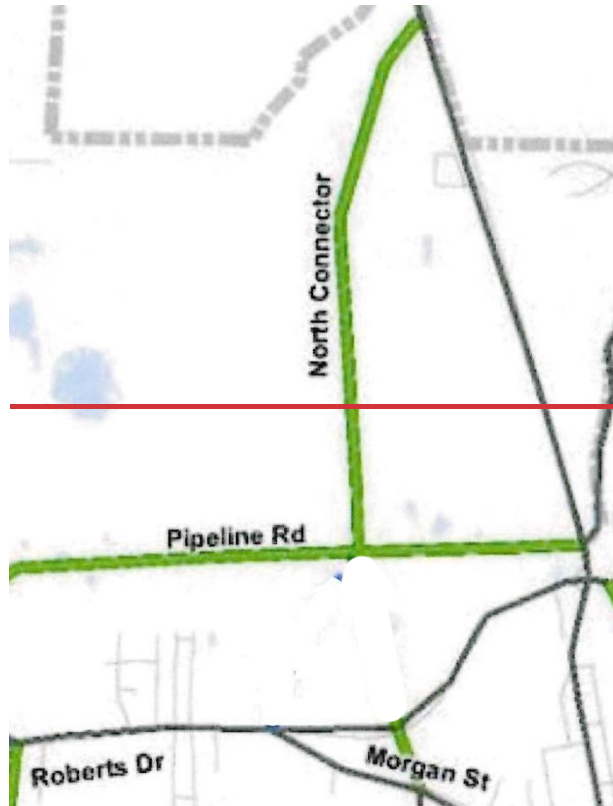
**Location:** SR 169 connection in the north triangle south to Roberts Dr.

**Distance:** .25 miles

**Type of Improvement:** New minor arterial connection to SR 169 with potential roundabout

**Estimated Cost:** \$4,765,000

**Fund Source:** Developer Funded, Transportation Impact Fees



**Downtown Pedestrian Bypass (#21)**

**Project Year:** 2030

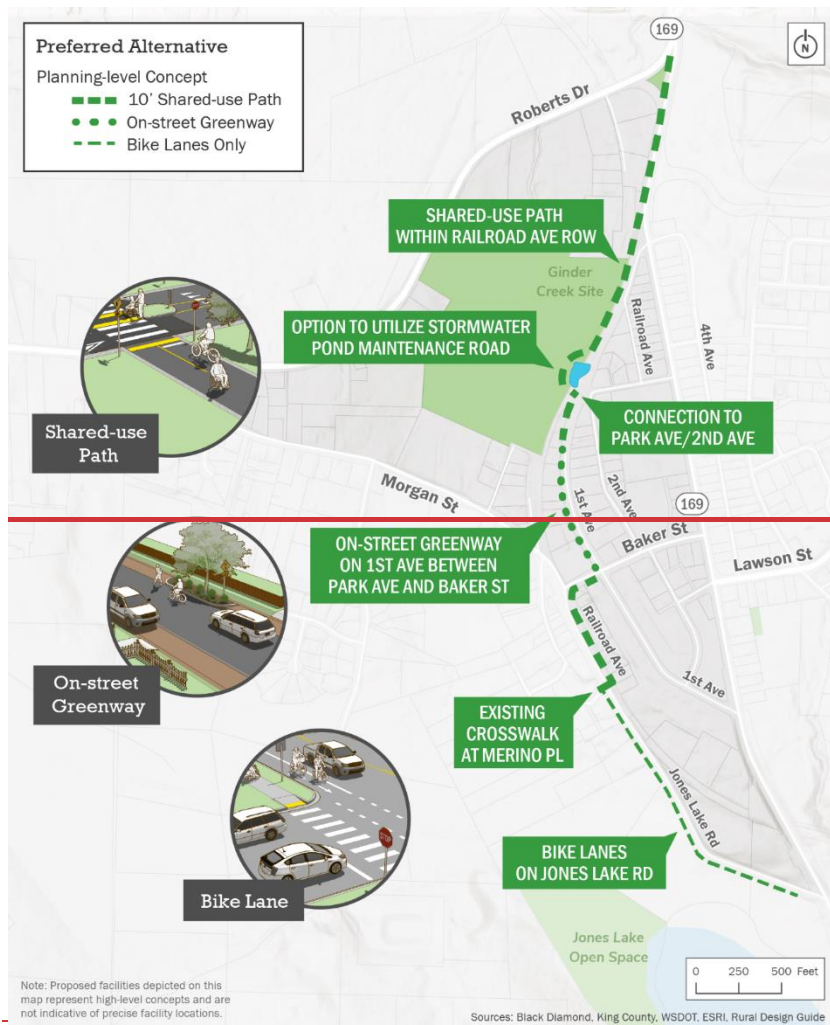
**Location:** Roberts/SR169 to Jones Lake Rd/SR 169

**Distance:** 1.0 Miles

**Type of Improvement:** New shared use pedestrian pathways from the south to north end of the Black Diamond downtown area.

**Estimated Cost: \$8,500,000**

**Fund Source: Grants, Park Funds, Local City Funds**



# City of Black Diamond 6 Year Transportation Improvement Plan 2026 - 2031



## SUMMARY OF PROJECTS

### Recurring Programs

| Project Name                               | Location | Cost                                 | Year |
|--------------------------------------------|----------|--------------------------------------|------|
| Street Preservation Program                | N/A      | \$275,000/year;<br>\$1,650,000 total | 2026 |
| Neighborhood Street Improvement Program    | N/A      | \$85,000/year; \$510,000 total       | 2026 |
| Grant Matching for Street Projects Program | N/A      | \$75,000/year; \$450,000 total       | 2026 |

### Capital Projects

| Project Name                                                        | Location                                                    | Cost         | Year |
|---------------------------------------------------------------------|-------------------------------------------------------------|--------------|------|
| *1. SR 169 Roundabouts                                              | Roberts Dr./SR 169 and BD Ravensdale Rd./Pipeline Rd.       | \$20,800,000 | 2026 |
| 2. Covington Creek Bridge                                           | 224 <sup>th</sup> Ave SE, South of SE 297 <sup>th</sup> St. | \$2,897,960  | 2026 |
| 3. Roberts Drive Reconstruction, Phase I, City Hall to Ginder Creek | City Hall to Ginder Creek                                   | \$3,752,266  | 2026 |
| *4. SR 169 Sidewalk, Roberts Drive to James Street                  | Roberts Dr. to James St.                                    | \$780,000    | 2026 |
| *5. Lawson Street/Botts Drive Intersection Improvements             | Lawson St./Botts Dr.                                        | \$3,088,800  | 2026 |
| 6. Sawyer Woods Elementary Pedestrian Improvements, Ph. I           | 228th Ave. SE from SE 312th St. to SE 307th Pl.             | \$2,392,000  | 2027 |
| 7. SR 169 & Park Street Crossing                                    | SR 169 & Park St.                                           | \$166,400    | 2027 |
| 8. SE 288th Street Sidewalk, Ph. I                                  | 216th Ave. SE to 224th Ave. SE                              | \$1,612,000  | 2028 |
| 9. Arterial Paving – Multiple Locations                             | Lawson St. between 3rd Ave. & Newcastle Dr.; 216th Ave.     | \$624,000    | 2028 |
| 10. Roberts Drive Reconstruction Phase II, Ginder Creek to SR 169   | Ginder Creek to SR 169                                      | \$3,900,000  | 2028 |
| *11. Lawson Street & SR 169 Intersection Improvements               | Lawson St./SR 169                                           | \$2,080,000  | 2028 |

|                                                       |                                                            |                            |      |
|-------------------------------------------------------|------------------------------------------------------------|----------------------------|------|
| *12. Baker Street & SR 169 Intersection               | Baker St./SR 169                                           | \$1,560,000                | 2028 |
| *13. Pipeline Road                                    | New east/west road between Lake Sawyer Rd. SE & SR 169     | \$23,176,400               | 2029 |
| 14. Baker Street Sidewalk                             | Railroad Ave. to Lawson St.                                | \$728,000                  | 2029 |
| 15. 216th Avenue SE Pedestrian Improvements           | SE 288th St. to SE 292nd St.                               | \$780,000                  | 2029 |
| *16. Lawson Connector/Lawson Parkway                  | SR 169 to Lawson St.                                       | \$15,600,000               | 2029 |
| *17. Lawson Street Sidewalk, Ph. II                   | 6th Ave. to Newcastle Dr.                                  | \$1,040,000                | 2029 |
| *18. North Connector                                  | SR 169 in north triangle south to Pipeline Rd. and Roberts | \$4,955,600                | 2030 |
| 19. Sawyer Woods Sidewalk, Ph. II                     | 224th Ave. SE from SE 307th Pl. to SE 304th St.            | \$2,184,000                | 2030 |
| 20. Downtown Pedestrian Bypass                        | Roberts/SR169 to Jones Lake Rd/SR 169                      | \$8,840,000                | 2031 |
| 21. Railroad Ave. Traffic and Pedestrian Improvements | Railroad Ave. between the museum and bakery                | \$1,200,000                | 2031 |
|                                                       |                                                            | <b>TOTAL \$102,157,426</b> |      |

*\*Funded through developer mitigation and/or transportation impact fees*

*\*Developer-funded project costs to be updated before finalizing.*



## **General Street Overlay Program**

**Projected Year:** Recurring 2026-2031

**Location:** Streets throughout the City, as well as, 232<sup>nd</sup> Ave./Pl. SE between 29615 & end of public road (SE 302<sup>nd</sup>), and 228<sup>th</sup> Ave. SE/229<sup>th</sup> Ave. SE/229<sup>th</sup> Pl. SE/SE 292<sup>nd</sup> Pl, Railroad Ave, and gravel roadways.

**Distance:** N/A

**Type of Improvement:** Use for opportunities to provide asphalt overlays, short overlays, chip sealing, crack sealing, patch work, addressing minor safety problems on various City streets. This will allow the City to build a street preservation program to address deteriorating, non-neighborhood streets throughout the City. These streets typically would not qualify for grant funding.

**Estimated Cost:** \$275,000/year; \$1,650,000 total

**Fund Source:** Local City Funds





## Neighborhood Street Improvement Program

**Projected Year:** Recurring 2026-2031

**Location:** Include Morgan Creek, Diamond Glen, and Rainier View. Other neighborhoods will be added in future years, as needed

**Distance:** N/A

**Type of Improvement:** Use for opportunities to provide asphalt overlays or other roadway treatments (chip seal, seal coating) in neighborhoods. This will allow the City to build up funds to address deteriorating neighborhood streets throughout the City. These streets typically would not qualify for grant funding.

**Estimated Cost:** \$85,000/year; \$510,000 total

**Fund Source:** Local City Funds



## **Grant Matching for Street Projects Program**

**Projected Year:** Recurring 2026-2031

**Location:** N/A

**Distance:** N/A

**Type of Improvement:** Use for grant applications to provide the required match.

**Estimated Cost:** \$75,000/year; \$450,000 total

**Fund Source:** Local City Funds

### **What is a matching grant?**



A matching grant is a contingent grant awarded only if the receiving entity is able to put up (or independently raise) a sum equal to the amount provided by the granting entity.



## **SR 169 Roundabouts (#1)**

**Projected Year:** 2026

**Location:** intersections of SR 169/Roberts Dr. and SR 169/Black Diamond-Ravensdale Rd. for one roundabout, intersection of SR 169/Pipeline Rd. for the second.

**Distance:** N/A

**Type of Improvement:** Roundabout[s] addressing the intersections of SR 169/Roberts Dr. and SR 169/Black Diamond-Ravensdale Rd.

**Estimated Cost:** \$20,800,000

**Fund Source:** Developer Mitigation, Transportation Impact Fees



## **Covington Creek Bridge (#2)**

**Projected Year:** 2026

**Location:** 228<sup>th</sup> Ave. SE from approximately 225' south of SE 297<sup>th</sup> St. to SE 296<sup>th</sup> St.

**Distance:** 0.07 miles

**Type of Improvement:** Replaces three failing culverts at Covington Creek with a prestressed girder bridge, along with associated grading and road improvements to match up roadways on the north and south.

**Estimated Cost:** \$2,897,960

**Fund Source:** King County Flood Control District Funds





## **Roberts Drive Reconstruction Phase I, City Hall to Ginder Creek (#3)**

**Projected Year:** 2026

**Location:** City Hall to Ginder Creek

**Distance:** .77 miles

**Type of Improvement:** Widening and overlay to accommodate shared bicycle path, sidewalks on the South side of the road from Morgan St. to Ginder Creek, street lighting, and stormwater improvements.

**Estimated Cost:** \$3,752,266

**Fund Source:** TIB Grant, Local City Funds



**SR 169 Sidewalk, Roberts Drive to James Street (#4)**

**Projected Year: 2026**

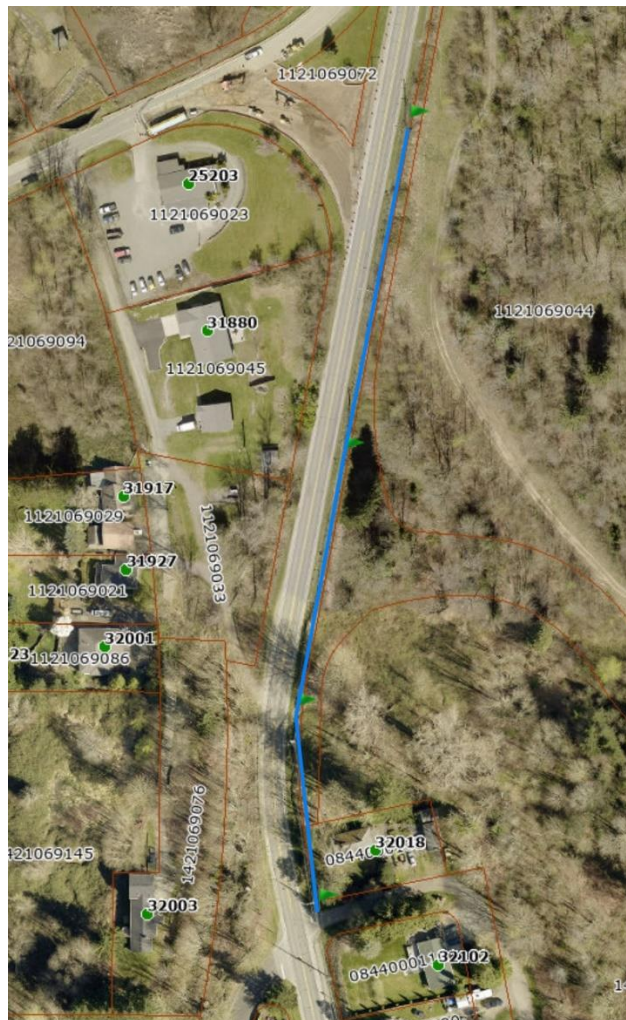
**Location: SR 169 from Roberts Dr. to James St.**

**Distance: .20 miles**

**Type of Improvement: 6-foot wide sidewalk on the west side of SR 169 between the future roundabout and James St.**

**Estimated Cost: \$780,000**

**Fund Source: Developer Mitigation**



## **Lawson Street/Botts Drive Intersection Improvements (#5)**

**Projected Year: 2026**

**Location: Intersection of Lawson St. & Botts Dr.**

**Type of Improvement: Intersection controls for new intersection, including stop controls, and sidewalk. This project will realign Botts Dr. with the future Lawson Parkway**

**Estimated Cost: \$3,088,800**

**Fund Source: Grant Funds/Developer Mitigation**





**Sawyer Woods Elementary Pedestrian Improvements, Ph. I (#6)**

**Projected Year: 2027**

**Location: 228<sup>th</sup> Ave. SE from SE 312<sup>th</sup> St. to SE 307<sup>th</sup> Pl.**

**Distance: 0.30 miles**

**Type of Improvement: New sidewalk on the east side of 228<sup>th</sup> Ave. SE along with stormwater facilities, pedestrian lighting, and block walls.**

**Estimated Cost: \$2,392,000**

**Fund Source: Safe Routes to School Grant; local city funds**



## SR 169 & Park Street Crossing (#7)

**Projected Year: 2027**

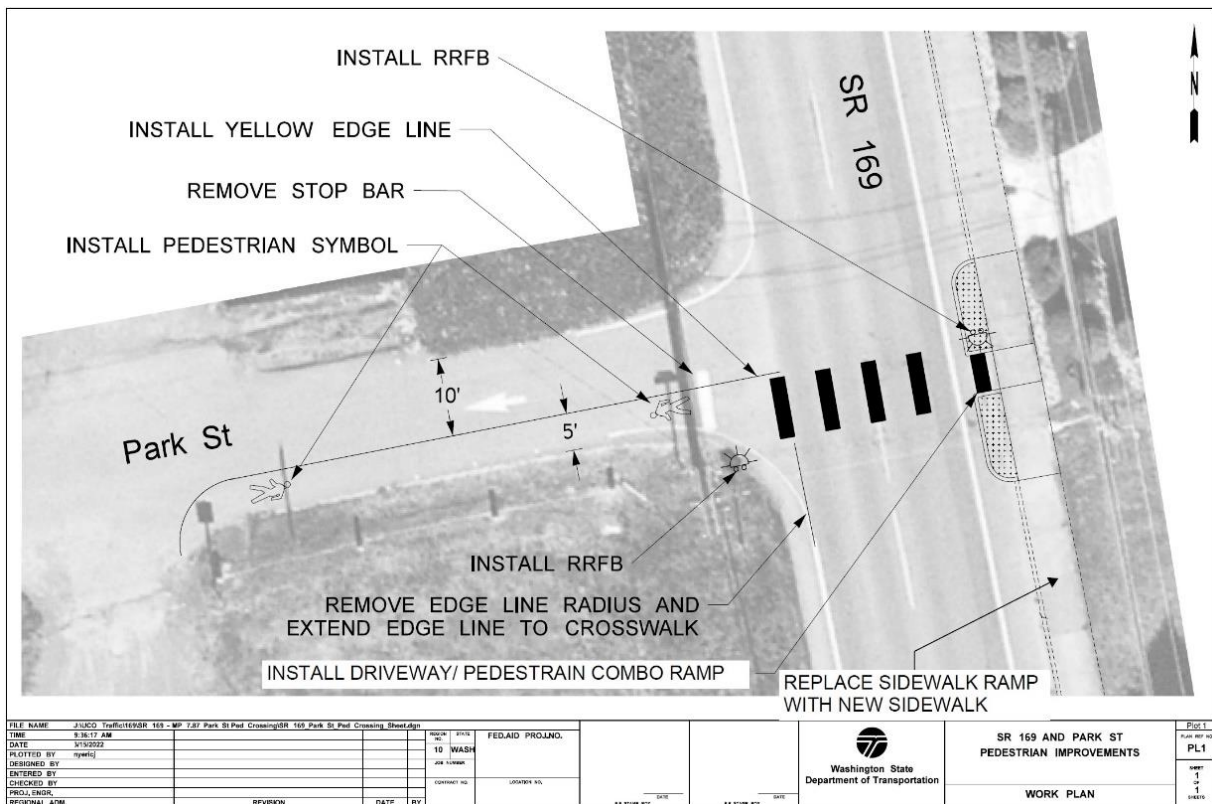
**Location: SR 169 & Park St.**

**Distance: N/A**

**Type of Improvement: Crosswalk, Designated pedestrian path on Park St., and Rectangular Rapid-Flashing Beacons (RRFBs)**

**Estimated Cost: \$166,400**

**Fund Source: WSDOT Pedestrian & Bicycle Program Grant, local funds**



**SE 288<sup>th</sup> Street Sidewalk, Ph. I (#8)**

**Projected Year: 2028**

**Location: SE 288th St. from 216<sup>th</sup> Ave. SE to 224<sup>th</sup> Ave. SE**

**Distance: 0.49 miles**

**Type of Improvement: New concrete sidewalk on the south side of the road.**

**Estimated Cost: \$1,612,000**

**Fund Source: Local City Funds**





## **Arterial Paving – Multiple Locations (#9)**

**Projected Year: 2028**

**Location: Lawson St. between 3<sup>rd</sup> Ave. & Newcastle Dr., and 216<sup>th</sup> Ave. SE between SE 288<sup>th</sup> St. & SE 296<sup>th</sup> St.**

**Distance: 0.70 miles**

**Type of Improvement: Asphalt overlays on City arterial streets.**

**Estimated Cost: \$624,000**

**Fund Source: TIB Arterial Preservation Program grants (limited to streets classified as arterials)**



**Roberts Drive Reconstruction Phase II, Ginder Creek to SR 169 (#10)**

**Projected Year: 2028**

**Location: Roberts Dr between Ginder Creek and SR 169.**

**Distance: 0.15 miles**

**Type of Improvement: Widening and overlay to accommodate bicycle lanes, sidewalk on the South side of the road, street lighting, and stormwater improvements from Ginder Creek to SR 169. Ginder Creek culvert replacement and stream restoration.**

**Estimated Cost: \$3,900,000**

**Fund Source: Grant funds and local funds**





## Lawson Street & SR 169 Intersection Improvements (#11)

Projected Year: 2028

Location: Intersection of Lawson St. & SR 169

Distance: N/A

Type of Improvement: Intersection improvements to increase level of service, safety, and pedestrian crossing. Work may be completed with project #13

Estimated Cost: \$2,080,000

Fund Source: Developer Mitigation, Transportation Impact Fees



**Baker Street & SR 169 Intersection Improvements (#12)**

**Projected Year: 2028**

**Location: Intersection of Baker St. & SR 169**

**Distance: N/A**

**Type of Improvement: Same as project #12**

**Estimated Cost: \$1,560,000**

**Fund Source: Developer Mitigation, Transportation Impact Fees**





**Pipeline Road (#13)**

**Projected Year: 2029**

**Location: Construction of new Pipeline Rd. between Lake Sawyer Rd. & SR 169**

**Distance: 1.5 miles**

**Type of Improvement: Construction of a new roadway with pedestrian facilities between SR 169 and Lake Sawyer Rd. SE.**

**Estimated Cost: \$23,176,400**

**Fund Source: Developer Mitigation, Transportation Impact Fees**



**Baker Street Sidewalk (#14)**

**Projected Year: 2029**

**Location: Railroad Ave. to Lawson St.**

**Distance: .21 mi**

**Type of Improvement: Sidewalk on the south side of Baker St. between Railroad and SR 169, then on the west side of SR 169 between Baker and Lawson**

**Estimated Cost: \$728,000**

**Fund Source: CDBG Grant, Local City Funds, Developer frontage improvements**



## **216<sup>th</sup> Avenue SE Pedestrian Improvements (#15)**

**Projected Year: 2029**

**Location: SE 288<sup>th</sup> St. to SE 292<sup>nd</sup> St.**

**Distance: 0.20 miles**

**Type of Improvement: Sidewalk from SE 288<sup>th</sup> St. to Lake Sawyer Community Club and extending curb and markings from community club to SE 292<sup>nd</sup> St. for pedestrian facilities and preserve parking at businesses.**

**Estimated Cost: \$780,000**

**Fund Source: Local City Funds, TIB Grant**



**Lawson Connector/Lawson Parkway (#16)**

**Projected Year: 2029**

**Location: SR 169 to Lawson St.**

**Type of Improvement: New 36' wide minor arterial connection to SR 169 with pedestrian facilities, bike lanes, and street lighting.**

**Estimated Cost: \$15,600,000**

**Fund Source: Developer Funded, Transportation Impact Fees**





**Lawson Street Sidewalk, Ph. II (#17)**

**Projected Year: 2029**

**Location: 6<sup>th</sup> Ave. to Newcastle Dr.**

**Distance: .19 miles**

**Type of Improvement: 6-foot wide sidewalk on the south side of Lawson St. along with crosswalks at 6<sup>th</sup> Ave. and Newcastle Dr.**

**Estimated Cost: \$1,040,000**

**Fund Source: Developer Mitigation; Grant funds**



## **Sawyer Woods Elementary Pedestrian Improvements, Ph. II (#18)**

**Projected Year: 2029**

**Location: 224<sup>th</sup> Ave. SE from SE 307<sup>th</sup> Pl. to SE 304<sup>th</sup> St.**

**Distance: 0.27 miles**

**Type of Improvement: New sidewalk on the east side of 224<sup>th</sup> Ave. SE along with stormwater facilities, block walls, and regrading portions of 224<sup>th</sup> to accommodate steep slopes on driveways.**

**Estimated Cost: \$2,184,000**

**Fund Source: Safe Routes to School Grant; TIB Grant; local city funds**





**North Connector (#19)**

**Projected Year: 2030**

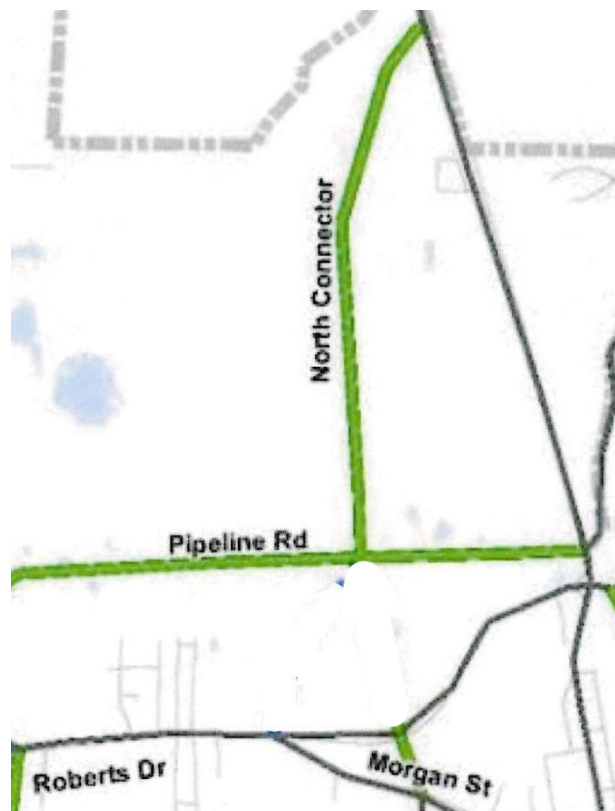
**Location: SR 169 connection in the north triangle south to Roberts Dr.**

**Distance: .25 miles**

**Type of Improvement: New minor arterial connection to SR 169 with potential roundabout**

**Estimated Cost: \$4,955,600**

**Fund Source: Developer Funded, Transportation Impact Fees**



## Downtown Pedestrian Bypass (#20)

Project Year: 2031

Location: Roberts/SR169 to Jones Lake Rd/SR 169

Distance: 1.0 Miles

Type of Improvement: New shared use pedestrian pathways from the south to north end of the Black Diamond downtown area.

Estimated Cost: \$8,840,000

Fund Source: Grants, Park Funds, Local City Funds



## **Railroad Ave Traffic and Pedestrian Improvements (#21)**

**Project Year: 2031**

**Distance: 0.12 miles**

**Type of Improvements: Overlay with pedestrian improvements to increase walkability in the downtown corridor.**

**Estimated Cost: \$1,200,000**

**Fund Source: Grant and local funds**







6-YEAR TIP

2026-2031

*\*Funded through developer mitigation and/or transportation impact fees*

*\*Developer-funded project costs to be updated before finalizing.*

# SUMMARY OF PROJECTS

| Recurring Programs                                                  |                                                                                                |                                      |      |
|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------|--------------------------------------|------|
| Project Name                                                        | Location                                                                                       | Cost                                 | Year |
| Street Preservation Program                                         | N/A                                                                                            | \$275,000/year;<br>\$1,650,000 total | 2026 |
| Neighborhood Street Improvement Program                             | N/A                                                                                            | \$85,000/year; \$510,000 total       | 2026 |
| Grant Matching for Street Projects Program                          | N/A                                                                                            | \$75,000/year; \$450,000 total       | 2026 |
| Capital Projects                                                    |                                                                                                |                                      |      |
| Project Name                                                        | Location                                                                                       | Cost                                 | Year |
| *1. SR 169 Roundabouts                                              | Roberts Dr./SR 169 and BD Ravensdale Rd./Pipeline Rd.                                          | \$20,800,000                         | 2026 |
| 2. Covington Creek Bridge                                           | 224 <sup>th</sup> Ave SE, South of SE 297 <sup>th</sup> St.                                    | \$2,897,960                          | 2026 |
| 3. Roberts Drive Reconstruction, Phase I, City Hall to Ginder Creek | City Hall to Ginder Creek                                                                      | \$3,752,266                          | 2026 |
| *4. SR 169 Sidewalk, Roberts Drive to James Street                  | Roberts Dr. to James St.                                                                       | \$780,000                            | 2026 |
| *5. Lawson Street/Botts Drive Intersection Improvements             | Lawson St./Botts Dr.                                                                           | \$3,088,800                          | 2026 |
| 6. Sawyer Woods Elementary Pedestrian Improvements, Ph. I           | 228th Ave. SE from SE 312th St. to SE 307th Pl.                                                | \$2,392,000                          | 2027 |
| 7. SR 169 & Park Street Crossing                                    | SR 169 & Park St.                                                                              | \$166,400                            | 2027 |
| 8. SE 288th Street Sidewalk, Ph. I                                  | 216th Ave. SE to 224th Ave. SE                                                                 | \$1,612,000                          | 2028 |
| 9. Arterial Paving – Multiple Locations                             | Lawson St. between 3rd Ave. & Newcastle Dr.; 216th Ave. SE between SE 288th St. & SE 296th St. | \$624,000                            | 2028 |

|                                                                   |                                                                |               |      |
|-------------------------------------------------------------------|----------------------------------------------------------------|---------------|------|
| 10. Roberts Drive Reconstruction Phase II, Ginder Creek to SR 169 | Ginder Creek to SR 169                                         | \$3,900,000   | 2028 |
| *11. Lawson Street & SR 169 Intersection Improvements             | Lawson St./SR 169                                              | \$2,080,000   | 2028 |
| *12. Baker Street & SR 169 Intersection                           | Baker St./SR 169                                               | \$1,560,000   | 2028 |
| *13. Pipeline Road                                                | New east/west road between Lake Sawyer Rd. SE & SR 169         | \$23,176,400  | 2029 |
| 14. Baker Street Sidewalk                                         | Railroad Ave. to Lawson St.                                    | \$728,000     | 2029 |
| 15. 216th Avenue SE Pedestrian Improvements                       | SE 288th St. to SE 292nd St.                                   | \$780,000     | 2029 |
| *16. Lawson Connector/Lawson Parkway                              | SR 169 to Lawson St.                                           | \$15,600,000  | 2029 |
| *17. Lawson Street Sidewalk, Ph. II                               | 6th Ave. to Newcastle Dr.                                      | \$1,040,000   | 2029 |
| *18. North Connector                                              | SR 169 in north triangle south to Pipeline Rd. and Roberts Dr. | \$4,955,600   | 2030 |
| 19. Sawyer Woods Sidewalk, Ph. II                                 | 224th Ave. SE from SE 307th Pl. to SE 304th St.                | \$2,184,000   | 2030 |
| 20. Downtown Pedestrian Bypass                                    | Roberts/SR169 to Jones Lake Rd/SR 169                          | \$8,840,000   | 2031 |
| 21. Railroad Ave. Traffic and Pedestrian Improvements             | Railroad Ave. between the museum and bakery                    | \$1,200,000   | 2031 |
|                                                                   | TOTAL                                                          | \$102,157,426 |      |



# PROGRAMS

- **Street Preservation Program**

**Estimated Cost: \$275,000/year; \$1,650,000 total**

- **Neighborhood Street Improvement Program**

**Estimated Cost: \$85,000/year; \$510,000 total**

- **Grant Matching for Street Projects Program**

**Estimated Cost: \$75,000/year; \$450,000 total**

- **Projected Year: Recurring 2026-2031**

- **Fund Source: Local City Funds**





# DEVELOPMENT FUNDED PROJECTS

- **SR 169 Roundabouts (#1)**  
Projected Year: 2026  
Estimated Cost: \$20,800,000
- **SR 169 Sidewalk, Roberts Drive to James Street (#4)**  
Projected Year: 2026  
Estimated Cost: \$780,000
- **Lawson Street/Botts Drive Intersection Improvements (#5)**  
Projected Year: 2026  
Estimated Cost: \$3,088,800
- **Lawson Street & SR 169 Intersection Improvements (#11)**  
Projected Year: 2028  
Estimated Cost: \$2,080,000
- **Baker Street & SR 169 Intersection Improvements (#12)**  
Projected Year: 2028  
Estimated Cost: \$1,560,000

# DEVELOPMENT FUNDED PROJECTS, CONT.

- **Pipeline Road (#13)**

**Projected Year: 2029**

**Estimated Cost: \$23,176,400**

- **Lawson Street Sidewalk, Ph. II (#17)**

**Projected Year: 2029**

**Estimated Cost: \$1,040,000**

- **Lawson Connector/Lawson Parkway (#16)**

**Projected Year: 2029**

**Estimated Cost: \$15,600,000**

- **North Connector (#19)**

**Projected Year: 2030**

**Estimated Cost: \$4,955,600**

# FUNDED PROJECTS

- **Covington Creek Bridge (#2)**

Projected Year: 2026

Estimated Cost: \$2,897,960

- **Roberts Drive Reconstruction Phase I,  
City Hall to Ginder Creek (#3)**

Projected Year: 2026

Estimated Cost: \$3,752,266



# PEDESTRIAN FOCUSED PROJECTS

- **Sawyer Woods Elementary  
Pedestrian Improvements, Ph. I (#6)**

**Projected Year: 2027**

**Estimated Cost: \$2,392,000**

- **SR 169 & Park Street Crossing (#7)**

**Projected Year: 2027**

**Estimated Cost: \$166,400**

- **SE 288<sup>th</sup> Street Sidewalk, Ph. I (#8)**

**Projected Year: 2028**

**Estimated Cost: \$1,612,000**

- **Baker Street Sidewalk (#14)**

**Projected Year: 2029**

**Estimated Cost: \$728,000**

# **PEDESTRIAN FOCUSED PROJECTS, CONT.**

- **216<sup>th</sup> Avenue SE Pedestrian Improvements (#15)**

**Projected Year: 2029**

**Estimated Cost: \$780,000**

- **Sawyer Woods Elementary Pedestrian Improvements, Ph. II (#18)**

**Projected Year: 2029**

**Estimated Cost: \$2,184,000**

- **Downtown Pedestrian Bypass (#20)**

**Project Year: 2031**

**Estimated Cost: \$8,840,000**

- **Railroad Ave Traffic and Pedestrian Improvements (#21)**

**Project Year: 2031**

**Estimated Cost: \$1,200,000**



# GRANT DEPENDENT PROJECTS

- **Arterial Paving – Multiple Locations (#9)**

**Projected Year: 2028**

**Estimated Cost: \$624,000**



- **Roberts Drive Reconstruction Phase II, Ginder Creek to SR 169 (#10)**

**Projected Year: 2028**

**Estimated Cost: \$3,900,000**





# CITY COUNCIL AGENDA BILL

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

| ITEM INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                |          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|----------|
| <b>SUBJECT:</b><br><b>Amendment 4 to Professional Services Agreement with Parametrix for design of the Covington Creek Culvert Replacement project</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Agenda Date: June 5, 2025      AB25-048</b> |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Mayor Carol Benson                             |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | City Administrator Kevin O'Neill               |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | City Attorney David Linehan                    |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | City Clerk – Brenda L. Martinez                |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Com Dev – Andy Williamson                      |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Finance – Xavier Mason                         |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | MDRT/Ec Dev – Andy Williamson                  |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Police – Chief Kiblinger                       |          |
| Cost Impact (see also Fiscal Note):<br>\$210,237.50                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Public Works – Scott Hanis                     | <b>X</b> |
| Fund Source: KC Flood Control District;<br>Covington Water District                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Court – Judge Swain/Tawnya Parks               |          |
| Timeline: Through December 2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                |          |
| <b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                |          |
| <b>Attachments: Resolution; Amendment 4; PowerPoint</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                |          |
| <p><b>SUMMARY STATEMENT:</b></p> <p>As the design effort comes together on the Covington Creek Bridge, many new hurdles have been discovered that need to be incorporated into the design effort.</p> <p>Utility coordination is driving the majority of the new costs, particularly how we fit in utility relocation around the footprint of the bridge while maintaining required clearances underneath the bridge. The biggest challenge is the City's sewer trunkline maintained by King County Metro. In the middle of this project exists a siphon to that forces the sewer through this area. Metro has plans to increase the size of the pipe and siphon through this area and would like to take care of this work while we have the roadway opened up. Necessary clearance for these sewer facilities impacts the level of the streambed and ensuring proper clearance between the streambed and bottom of the bridge, while still maintaining proper elevations for the surface of the roadway as it relates to neighboring properties and side streets.</p> <p>The geography of the roadway has also complicated the feasibility of bringing in a temporary bridge as the width of the project area continues to narrow. This amendment will take a deep dive at the staging of this project to see if a temporary bridge can be brought in and what impacts it would have on the overall timing and cost of the project. This project has an in-water work window of July 16 – September 15. Setting a temporary bridge could jeopardize completing this project in 2026. This project is currently scheduled to go out to bid in late Fall 2025 with construction in 2026.</p> <p>Public Works staff recommend approving this amendment as it will allow completion of the</p> |                                                |          |

design. It will help determine critical pathways for staging, traffic control, utility relocations, and overall impact on this roadway.

FISCAL NOTE (Finance Department): King County Flood Control District funding can cover Tasks 1 through 8 of this amendment (\$183,717.50). Covington Water District will cover Task 9 as it relates to the relocation of their water main (\$26,520).

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution 25-1679 authorizing the Mayor to execute Amendment 4 to the Professional Services Agreement with Parametrix, Inc. for design engineering of the Covington Creek Culvert Replacement project.**

| RECORD OF COUNCIL ACTION |               |             |
|--------------------------|---------------|-------------|
| <i>Meeting Date</i>      | <i>Action</i> | <i>Vote</i> |
| June 5, 2025             |               |             |
|                          |               |             |

**RESOLUTION NO. 25-1679**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 4  
TO THE PROFESSIONAL SERVICES AGREEMENT WITH  
PARAMETRIX, INC. FOR THE COVINGTON CREEK  
CULVERT REPLACEMENT PROJECT**

**WHEREAS**, the King County Flood Control District committed \$2,768,500 to the City for the Covington Creek Culvert Replacement project; and

**WHEREAS**, Covington Water District executed an agreement with the City to relocate water facilities as part of this project and committed to funding their utility relocation as part of this project; and

**WHEREAS**, new challenges with utility relocations, staging, required clearances for the bridge structure, and limited windows of construction time for in-water construction work are complicating the design; and

**WHEREAS**, these challenges will require a lot more time and analysis by Parametrix and the City to get this project ready for bid; and

**WHEREAS**, this Amendment is necessary 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 Amendment 4 to the Professional Services Agreement with Parametrix, Inc. for the Covington Creek Bridge Culvert Replacement project, significantly in the form attached hereto.

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

CITY OF BLACK DIAMOND:

---

Carol Benson, Mayor

Attest:

---

Brenda L. Martinez, City Clerk

## AMENDMENT NO. 04

### TO CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

City of Black Diamond

**Between**  
**and**

Parametrix, Inc.

| The terms and provisions of the Agreement for Professional Services apply herein unless otherwise specifically revised. |                                             |                     |                                   |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|---------------------|-----------------------------------|
| <b>Date:</b>                                                                                                            | 04/29/2025                                  | <b>Project No.:</b> | 214-3043-037 (Resolution 21-1411) |
| <b>Project Name:</b>                                                                                                    | Covington Creek Culvert Replacement Project |                     |                                   |

**Contract Price:**

|                    |    |            |
|--------------------|----|------------|
| Original Contract: | \$ | 346,228.00 |
| Prior Amendments:  | \$ | 231,933.85 |
| This Amendment:    | \$ | 210,237.50 |
| Revised Total:     | \$ | 788,399.35 |

**Time of Completion:**

|                    |                    |
|--------------------|--------------------|
| Original Contract: | Goal of 12/31/2021 |
| Prior Amendments:  | Goal of 03/30/2026 |
| This Amendment:    | 12/31/2026         |

**Description of Amendment:**

The attached Exhibit A adds to the scope of work of the original contract and the attached exhibit B adds to the fee limit in the original contract.

**Reason for Amendment:**

Expanded scope due to prepare contract plans and specifications for final design for the replacement of the Covington Creek culverts at Lake Sawyer Road and 224<sup>th</sup> Ave SE with a new bridge. Additional work necessary for finalizing contract bidding documents, utility coordination, construction staging design to accommodate structural design and additional project management.

**Approved By:**

City of Black Diamond

**Accepted For:**

Parametrix, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Execution Date is the date of the latest signature by both Parties.

### City of Black Diamond Covington Creek Culvert Replacement Amendment 4

## Introduction

The City of Black Diamond (City) has retained Parametrix to prepare contract plans and specifications for final design for the replacement of the Covington Creek culverts at Lake Sawyer Road and 224th Avenue SE with a new bridge. The project also includes permitting, structural design, utility coordination, construction staging and completion of the hydraulic sizing and analysis of Covington Creek.

This scope of work amendment includes additional work necessary for finalizing contract bidding documents, including additional utility coordination, construction staging design to accommodate utility relocations, additional geotechnical investigation and revisions to the report, additional structural design and additional project management.

## Task 01 – Project Management and QA/QC

### Objectives

Parametrix will be responsible for continuous tracking and contract administration of this project including preparing monthly invoices, coordinating work efforts with the City's project manager, and coordinating with our subconsultants. The Parametrix project manager will maintain routine telephone and email contact with the City's project manager on an as-needed basis with regard to scope, schedule, budget, and invoicing issues.

Independent qualified staff will conduct reviews of all deliverables prior to submittal to the City and/or other regulatory agencies.

Additional work was required to coordinate and price support for utility coordination and other services included in this amendment. The additional budget is needed to provide the necessary funds for project management through the contract period.

### Deliverables

Deliverables for this task include:

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

### Assumptions

Assumptions for this task include:

- Assumes continuous project management through March 30, 2026.

## **Task 02 – Geotechnical Investigation and Report (AESI)**

### **Objective**

Associated Earth Sciences (AES), Inc. will update the geotechnical report for consistency with the structural design for the bridge and update geotechnical data for use in designing a dewatering system for construction of the foundations.

### **Approach**

See attached scope of work for AESI

### **Deliverables**

See attached scope of work for AESI

### **Assumptions**

See attached scope of work for AESI

## **Task 04 – Design Confirmation**

### **Subtask 0403 Utility Coordination**

#### **Objective**

Support the City to coordinate with utility providers within the project limits.

#### **Approach**

Parametrix will provide additional support to City staff to coordinate the planned improvements and necessary relocation of utilities.

#### **Deliverables**

- Utility meeting agendas and notes (as applicable)

#### **Assumptions**

- The amendment includes 50 hours of additional coordination.

### **Subtask 0408 King County Siphon Design Coordination**

#### **Objective**

To coordinate specifically with King County for the planned relocation and construction of a new sanitary sewer siphon.



## Approach

Parametrix will work with City staff and King County to collaboratively include the planned relocation and construction of a new sanitary sewer siphon. Targeted meetings will be held focused on the design and anticipated construction of the new siphon. The design is anticipated to require changes to the structural design, construction staging and traffic control design and bidding documents. This task is limited to design specific coordination meetings and the review/assessment of the County's plans to determine impacts and necessary changes to the City's plans, contract specifications and estimate.

## Deliverables

- Meeting agendas and notes (as applicable)
- Graphics, interim plan documents, calculations and schedules (as applicable)

## Assumptions

- The amendment includes 68 hours of additional coordination with King County.

# Task 05 – Final Design

## Subtask 0501 Final Civil & Stream Mitigation Plans

### Objective

Revise the 90% design for consistency with the King County siphon design, Covington Water Main relocation and PSE/Lumen relocation.

Prepare temporary construction easement and property acquisition exhibits with legal descriptions.

### Approach

Parametrix will revise and update the 90% design for consistency with the planned utility improvements.

### Deliverables

- Up to 3 temporary construction easement exhibits with a legal description. -Up to 2 acquisition exhibits with a legal description.
- See the previous deliverables list.

### Assumptions

- No survey field work will be involved with the creation of the legal descriptions and exhibits. - Exhibits will be prepared using internal Parametrix document standards. -The city is responsible for filing acquisition deeds with the county.
- See the previous assumptions list.

## Subtask 0502 60% Bridge Plans QC

### Objective

Provides additional time to review the 60% Bridge Plans for consistency with the additional utility relocation information from King County, PSE/Lumen and Covington Water.

### Approach

Parametrix will review the bridge plans following receipt of the additional information from the utility companies.

### Deliverables

- See the previous deliverables list.

### Assumptions

- See the previous assumptions list.

## Subtask 0507 Final Contract Specifications

### Objective

The Final Contract Specifications will now include additional technical specifications provided by King County and Covington Water District.

### Approach

Parametrix will incorporate the additional technical special provisions and other contract requirements from King County and Covington Water.

### Deliverables

- Additional bid schedules for utility work that will be performed under the City's contract.
- Additional sections of the bidding documents will be created to include contract requirements, technical specifications and supporting documentation as provided by King County and Covington Water District.

### Assumptions

- See the previous assumptions list.

## Subtask 0508 Staging Plans and Traffic Control Plans

### Objective

Parametrix will provide additional construction staging review for construction of the bridge and retaining wall foundations to accommodate construction of the new siphon and relocated power, communications and water main.

## Approach

Parametrix will review the 60% Bridge Plans, 90% civil design, King County Siphon design and Covington Water Main design. Consideration will be given to the relocation of the power and communications facilities but that work is anticipated to be completed prior to the start of the construction of this project.

## Deliverables

- Technical Memorandum describing the anticipated staging of construction of the project.
- Simple construction schedule that is consistent with anticipated staging for construction of the project.

## Assumptions

- The budget estimate includes 124 hours for additional work.

## Task 0SGT – Design & Structural Support (Sargent)

### Objective

Sargent Engineers, Inc. will provide additional structural engineering design support.

### Approach

See attached scope of work for Sargent

### Deliverables

See attached scope of work for Sargent

### Assumptions

See attached scope of work for Sargent

## Task 08 – Sewer Siphon Replacement

### Objective

The City requested that Parametrix prepare a scope of work and budget estimate along with an early opinion of probable construction costs (EOPCC) for negotiations with King County for the design, construction and cost sharing for the relocation of the sanitary sewer siphon.

### Deliverables

- Scope of work, preliminary schedule, budget estimate and EOPCC.

## Assumptions

- King County will proceed with the design and will coordinate with the City and Parametrix.
- King County design will be completed prior to finalization of the bidding documents and will not delay the agreed upon schedule of delivery.

## Task 09 – Covington Water Main Relocation

### Objective

Parametrix will prepare plans, estimate and technical specifications for the relocation of the Covington Water main.

### Deliverables

- Water Plans (preliminary and final).
- Opinion of Cost and new bid schedule for the contract proposal.
- Technical specifications.

### Assumptions

- Covington Water will provide material specifications, main size, connection points and all other design requirements for relocation of the water main.
- Covington Water will provide consolidated review comments on the preliminary water plan and comments will be incorporated into the final water plan. The review of the preliminary plan will be completed within two weeks of submittal.
- Covington Water will provide standard technical specifications and any contract requirements for incorporation into the bidding documents.
- Covington Water will provide all plan notes and details necessary for the work.
- All deliverables will be in electronic (PDF or MS Office) format.



Sargent Engineers, Inc.  
320 Ronlee Lane NW  
Olympia, Washington 98502-9241  
Tel 360 867-9284  
www.sargentengineers.com

March 31, 2025

Austin Fisher, PE  
Parametrix  
Via email to: afisher@parametrix.com

**RE: Covington Creek Culvert Replacement - Additional Design Efforts**  
**Project No.: A21126.00**

Dear Mr. Fisher:

Sargent has been working with Parametrix to prepare the 60% Plans, Specifications, and Estimate (PS&E) for the Covington Creek project over the last 3 to 4 months. During the original scoping for this project, Parametrix indicated that the roadway design was near final and that Parametrix would provide the geometric layout of the bridge and retaining walls, including staging configurations. Sargent was scoped to review and confirm the layout of the structural elements, and prepare the structural design calculations and plans for the bridge and retaining walls.

Unfortunately, the roadway design has gone through various iterations and modifications since our work on the 60% PS&E commenced. This has resulted in additional time and effort spent considering and exploring potential design options, coordinating with Parametrix, and completing additional design iterations on several structural components.

While we were initially hopeful that we would be able to absorb these additional costs, it has become clear that this is not feasible.

Additionally, Parametrix has requested an estimate for preparing sheets for passthrough and hanger details to accommodate a 12" waterline and future utilities.

Finally, with the staging for this bridge being exceptionally complex, Parametrix has requested that we plan for additional coordination and revisions based on potential modifications to the staging plans.

The purpose of this proposal is to document the additional efforts required and request additional budget to support them.

## SCOPE OF WORK

---

### **1. Additional Efforts:**

We have identified the following categories of work that have required additional effort:

**a. Additional Meetings**

Additional meetings required to coordinate the geometry of the abutment and retaining walls with the guardrails and channel scour design, and resolve the ROW conflict at the bridge abutment.

**b. Roadway Coordination**

Additional effort to review and provide feedback on the roadway files provided by Parametrix to incorporate the guardrails into the retaining wall layout. The roadway profile elevation was also increased. This also includes the effort required to incorporate the updated geometry into our drawings after revisions were made.

**c. Retaining Wall Design Iterations**

Additional iterations required for the retaining wall design as a result of the unanticipated roadway revisions noted in Item 2 above.

**d. Wingwall Design Iterations**

Additional iterations required for the wingwall designs as a result of the unanticipated roadway revisions noted in Item 2 above.

**e. Geotech Coordination**

Additional effort required to coordinate with the geotechnical engineer due to changes made to the roadway and retaining walls noted in Items 2 and 3 above.

**f. Abutment Iterations**

Additional iterations required for the abutment design to produce more feasible foundations after changes to the roadway noted in Item 2 above, and coordination with the geotechnical engineer noted in Item 5 above.

**g. ROW Considerations**

Additional effort required to investigate changes to the bridge layout and design elements as a result of conflict with the existing ROW line, discovered after the preliminary design was completed and 60% PS&E preparation was started.

**2. New Scope:**

We have identified the following categories of additional scope to finish the design of the bridge.

**a. Utility Details**

This includes new details for the penetrations of the utilities through the end and interior diaphragms, along with utility hangers for a 12" waterline and one set of future utilities. It also includes the design work to ensure the deck and girders can support the utility loads.

**b. Staging Coordination and Revisions:**

This includes time for additional coordination with Parametrix to finalize the conceptual construction sequence to ensure it aligns with the prescribed staging plan. This also includes



time to complete minor revisions to the other bridge sheets as required (construction joint locations, rebar splices, etc.).

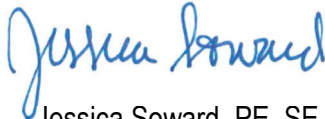
## ESTIMATE

---

To complete the additional efforts and new scope listed above, we are requesting a contract amendment of \$23,750 to be billed at our current hourly rates. Please refer to the attached budget breakdown.

We appreciate your consideration in this matter, and look forward to completing the project with Parametrix. Please reach out if you have any questions.

Respectfully,  
**Sargent Engineers, Inc.**



Jessica Soward, PE, SE  
Principal

JSS/sco

B:\21Files\A21126.00 Parametrix - Covington Creek\Correspondence\Contract\AddlEffortNewScopeProposal.docx

## Covington Creek Culvert Replacement - Bridge Design

### Structural Engineering Services Estimate

|       | Principal | Senior<br>Project<br>Engineer | Project<br>Engineer | Design<br>Engineer | Task Cost |
|-------|-----------|-------------------------------|---------------------|--------------------|-----------|
| Rate: | \$225.00  | \$175.00                      | \$160.00            | \$125.00           |           |

#### Additional Efforts

|                                        |           |          |          |           |                 |
|----------------------------------------|-----------|----------|----------|-----------|-----------------|
| 1. Additional Meetings                 | 4         |          |          |           | \$900           |
| 2. Roadway Coordination                | 8         |          |          |           | \$1,800         |
| 3. Retaining Wall Iterations           | 8         |          |          | 16        | \$3,800         |
| 4. Wingwall Iterations                 | 4         |          |          | 8         | \$1,900         |
| 5. Geotech Coordination                | 4         |          |          |           | \$900           |
| 6. Abutment Iterations                 | 8         |          |          | 16        | \$3,800         |
| 7. ROW Considerations                  | 4         |          |          |           | \$900           |
| <b>Subtotal for Additional Efforts</b> | <b>40</b> | <b>0</b> | <b>0</b> | <b>40</b> | <b>\$14,000</b> |

#### New Scope

|                                       |           |          |           |           |                |
|---------------------------------------|-----------|----------|-----------|-----------|----------------|
| 1. Utility Details and Design         | 2         |          | 4         | 16        | \$3,090        |
| 2. Staging Coordination and Revisions | 12        |          | 6         | 24        | \$6,660        |
| <b>Subtotal for New Scope</b>         | <b>14</b> | <b>0</b> | <b>10</b> | <b>40</b> | <b>\$9,750</b> |

#### Direct Costs

|                           |        |  |  |  |            |
|---------------------------|--------|--|--|--|------------|
| Mileage                   | \$0.00 |  |  |  |            |
| Subconsultants            | \$0.00 |  |  |  |            |
| <b>Total Direct Costs</b> |        |  |  |  | <b>\$0</b> |

**Total for Additional Efforts and New Scope** **\$23,750**



April 21, 2025  
Project No. 20150546E004

Parametrix, Inc.  
1019 39<sup>th</sup> Avenue SE, Suite 100  
Puyallup, Washington 98374

Attention: Austin Fisher

Subject: Scope of Work and Cost Proposal  
Subsurface Exploration, Groundwater Monitoring, and  
Geotechnical Report Update  
Covington Creek Culvert Replacement  
224<sup>th</sup> Avenue SE and SE 297<sup>th</sup> Street  
Black Diamond, Washington

Dear Austin Fisher:

This letter provides Associated Earth Sciences, Inc.'s (AESI's) proposed scope of work and cost estimate for an exploration boring completed as a groundwater monitoring well, groundwater level monitoring, and updating our previously completed draft geotechnical report for the project, "Subsurface Exploration and Geotechnical Subgrade Evaluation," dated May 25, 2021. The changes to our report will reflect the current design and project-specific geotechnical recommendations requested by the structural engineer. This proposal is based on our conversation with you and the project structural engineer, preliminary plan for "Covington Creek Culverts Replacement," prepared by Sargent Engineers, Inc., dated April 2024, and our previously completed work.

## **SITE AND PROJECT DESCRIPTION**

The project site is located in the Lake Sawyer area of Black Diamond, where Covington Creek flows beneath 224<sup>th</sup> Avenue SE. Currently, Covington Creek flows through three pipe culverts located under 224<sup>th</sup> Avenue SE. AESI completed our above-referenced report to provide subsurface information and geotechnical recommendations for replacing the pipe culverts with

a single span bridge. The bridge will be supported on either side of the creek by abutments supported by conventional shallow foundations. Wing walls will extend off both sides of each abutment.

## **SCOPE OF SERVICES**

Our scope of work will include, completing a subsurface exploration boring, installing one groundwater monitoring well, laboratory testing, and preparing an updated geotechnical report.

### **Utility Locating**

Before performing any subsurface exploration work, we will make a one-call utility locate request to mark publicly-owned on-site utilities. It should be noted that any privately-owned underground utilities at the site will not be marked by the public locating service. For this reason, we will also hire a private utility locating service to supplement the public locate. Private utility locating services are able to mark electrically conductive utilities, such as power lines, steel water and gas lines, and plastic pipes with clearly visible trace wires.

Even private utility locators are not able to mark non-conductive utilities, such as plastic water and sewer lines, plastic irrigation and drainpipes, plastic gas lines, fiber optic cables, and concrete drainpipes. The only way to locate non-conductive privately-owned utilities is by the use of accurate and complete as-built drawings. We request that AESI be provided with as-built plans or other information regarding existing pipes, underground storage tanks (USTs), and/or vaults. This information will greatly reduce—but not necessarily eliminate—the likelihood of damage. We will not be responsible for damage to buried utilities that are not marked on the ground prior to our work, or not shown on as-built plans provided to us.

### **Exploration Borings**

We propose to evaluate subsurface conditions at the project location by completing up to two exploration borings across the site. The borings will be drilled using a track- or truck-mounted drill rig operated by an independent subcontractor. The borings will be completed to a depth of 25 feet. An AESI geologist or engineer will continuously observe the drilling operations, log the subsurface conditions, and collect representative soil samples.

During drilling, soil samples will be collected using the Standard Penetration Test (SPT) procedure. Sampling will generally be conducted at depth intervals of 5 feet with up to two additional samples collected from the borings. The recovered samples will be returned to our laboratory for further classification and testing, as appropriate. All cuttings (soil) generated during drilling will be hauled offsite and disposed of. Disturbance to the ground surface in the

work area is unavoidable. AESI and its subcontractors will strive to minimize disruption to the landscape, but no restoration work is included in the current scope of work.

### Groundwater Monitoring Well

One of the borings will be completed as a groundwater monitoring well to obtain information about groundwater levels so potential impacts during construction can be assessed. The well will consist of a 2-inch-diameter polyvinyl chloride (PVC) casing with a slotted section near the bottom. The top of the well will be protected by a flush-mounted steel monument.

After the well has been completed, we will develop the well and record the initial depth to groundwater. We will install a pressure transducer connected to an automatic data logger in the well to record hourly water levels. Periodic hand measurement of the water level in the well will be collected in conjunction with downloading of water level data recorded by the data logger. The data will be downloaded, entered into a spreadsheet, compensated for barometric pressure effects, and calibrated with the manual water level measurements. Our budget includes 12 months of data-logger rental and 6 site visits to download data.

### PROPOSED FEES

We propose to complete our above-described scope of services on a **time-and-expenses basis** in accordance with our Schedule of Charges and General Conditions attachments. A line-item breakdown of our estimated fees for basic tasks and possible additional tasks is shown below. If adverse or unforeseen conditions are encountered, we will notify the client immediately and perform no work beyond our authorized scope without the client's approval.

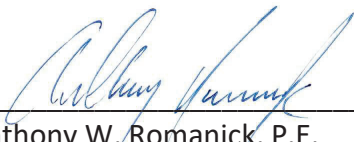
| Task                                            | Subcontractor Costs | AESI Fees       |
|-------------------------------------------------|---------------------|-----------------|
| Project Coordination and Utility Locate Visit   |                     | \$1,200         |
| Private Utility Locate                          | \$400               |                 |
| Exploration Borings - One Day of Drilling       | \$4,750             | \$1,850         |
| Completion of One Groundwater Monitoring Well   | \$1,650             |                 |
| Groundwater Monitoring                          |                     | \$3,500         |
| Haul Cuttings                                   | \$850               |                 |
| Document Review, Engineering, and Report Update |                     | \$6,000         |
| <b>Subtotal</b>                                 | <b>\$7,650</b>      | <b>\$12,550</b> |
| <b>Total Estimate</b>                           | <b>\$20,200</b>     |                 |

## CLOSURE

We appreciate the opportunity to submit this proposal and hope that it meets your needs. If this agreement looks acceptable, please send a signed copy of this proposal, to our Kirkland office address (AESI, 911 5<sup>th</sup> Avenue, Kirkland, Washington 98033) to serve as formal authorization to proceed. If you have any questions, please do not hesitate to call.

Sincerely,  
**ASSOCIATED EARTH SCIENCES, INC.**  
**Kirkland, Washington**

**The undersigned has reviewed and accepts the  
attached General Conditions.**

  
\_\_\_\_\_  
Anthony W. Romanick, P.E.  
Senior Engineer

\_\_\_\_\_  
Client Date  
Authorized Representative Signature

  
\_\_\_\_\_  
Matthew A. Miller P.E.  
Principal Engineer

\_\_\_\_\_  
Client (please print name)

Attachments: Schedule of Charges/General Conditions

---

AESI offers paperless invoicing as an emailed PDF document to your accounts payable department/representative. By providing an email address, you will receive emailed PDF versions of your invoices (no copies will be mailed).

Please provide the appropriate email billing address here:

\_\_\_\_\_

---



**ASSOCIATED EARTH SCIENCES, INC.**  
**SCHEDULE OF CHARGES**

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are as follows:

**Personnel Charges - Engineers, Hydrogeologists, Geologists, Geophysicists, and Scientists**

|                                        |               |
|----------------------------------------|---------------|
| Senior Principal .....                 | \$320.00/hour |
| Principal.....                         | \$297.00/hour |
| Senior Associate .....                 | \$273.00/hour |
| Associate .....                        | \$252.00/hour |
| Senior .....                           | \$242.00/hour |
| Senior Project .....                   | \$226.00/hour |
| Project .....                          | \$195.00/hour |
| Senior Staff.....                      | \$165.00/hour |
| Staff .....                            | \$145.00/hour |
| Legal Testimony (4 hour minimum) ..... | \$400.00/hour |

**Personnel Charges - Technicians**

|                                        |               |
|----------------------------------------|---------------|
| Senior Field Technician.....           | \$140.00/hour |
| Senior Field Technician Overtime ..... | \$170.00/hour |
| Technician .....                       | \$125.00/hour |
| Technician Overtime .....              | \$150.00/hour |

**Personnel Charges - Technical Support Staff**

|                                                           |               |
|-----------------------------------------------------------|---------------|
| Senior Geographic Information Services (GIS) Analyst..... | \$180.00/hour |
| Geographic Information Services (GIS) Analyst .....       | \$160.00/hour |
| Drafting and Graphics Specialist.....                     | \$130.00/hour |
| Project Assistant.....                                    | \$140.00/hour |
| Technical Editor .....                                    | \$115.00/hour |
| Administrative Staff.....                                 | \$95.00/hour  |

**Technology Fee**

A one-time technology fee of **\$150** will be applied to the first invoice. This fee reflects costs for software subscriptions/licenses, network data storage and connectivity, and information security that are not included in hourly rates or direct expenses.

**Other Direct Expenses**

|                                                |                                      |
|------------------------------------------------|--------------------------------------|
| Per Diem.....                                  | To be established on a project basis |
| Subcontractors and Miscellaneous Expenses..... | cost plus 15%                        |
| ArcGIS Online Viewer License .....             | \$150.00/year                        |
| Bank/Wire Service Fees .....                   | \$25.00/unit                         |
| Field Report Processing and Archiving .....    | \$25.00/each                         |
| Mileage.....                                   | Federal Reimbursabl e Rate + 15%     |

**Equipment Charges***Groundwater Monitoring*

|                                            |               |
|--------------------------------------------|---------------|
| Barometer Data Logger .....                | \$50.00/month |
| Water Level Data Logger .....              | \$75.00/month |
| Water Level Data Logger Installation ..... | \$35.00/each  |
| Water Level Meter .....                    | \$25.00/day   |

*Field Investigations*

|                                |              |
|--------------------------------|--------------|
| Aquifer Testing .....          | \$300.00/day |
| Flow Meter .....               | \$25.00/day  |
| Geotechnical Exploration ..... | \$60.00/day  |
| Turbidimeter .....             | \$35.00/day  |
| Slope Indicator .....          | \$850.00/day |
| Water Quality Sampling .....   | \$250.00/day |
| Well Development .....         | \$150.00/day |

*Streamflow Monitoring*

|                                         |              |
|-----------------------------------------|--------------|
| FlowTracker Streamflow Monitoring ..... | \$250.00/day |
|-----------------------------------------|--------------|

*Geophysics*

|                                                          |               |
|----------------------------------------------------------|---------------|
| Vibration Monitoring Equipment .....                     | \$90.00/day   |
| .....                                                    | \$2,000/month |
| Geophysics - 24-Channel Geophones .....                  | \$650.00/day  |
| Geophysics - SmartSolo Three Channel Sensor System ..... | \$440.00/day  |

*Other*

|                                                                               |              |
|-------------------------------------------------------------------------------|--------------|
| Aerial Drone Equipment<br>(certified drone operator charged separately) ..... | \$250.00/day |
| Satellite Phone .....                                                         | \$50.00/day  |

**Laboratory Charges**

|                                                  |               |
|--------------------------------------------------|---------------|
| Atterberg Limit .....                            | \$265.00/test |
| Bulk Sieve .....                                 | \$350.00/test |
| Constant Head Permeability (ASTM D2434-68) ..... | \$650.00/test |
| Fractured Face Count (AASHTO T-335) .....        | \$125.00/test |
| Hydrometer .....                                 | \$250.00/test |
| Moisture Content .....                           | \$35.00/test  |
| Organic Content .....                            | \$100.00/test |
| Percent Passing #200 .....                       | \$125.00/test |
| Permeability (Falling Head) .....                | \$300.00/test |
| pH of Soil .....                                 | \$100.00/test |
| Proctor ASTM D-1557 and ASTM D-698 .....         | \$325.00/test |
| Sand Equivalent .....                            | \$150.00/test |
| Sieve with Wash #200 .....                       | \$250.00/test |
| Specific Gravity + #4 .....                      | \$200.00/test |
| Specific Gravity - #4 .....                      | \$200.00/test |
| Unit Weight .....                                | \$100.00/test |
| Void Ratio .....                                 | \$125.00/test |

**Additional or Miscellaneous Charges**

Unlisted equipment rental, laboratory tests, fees, and supplies will be provided on a project basis.

**ASSOCIATED EARTH SCIENCES, INC.  
GENERAL CONDITIONS**

911 - 5<sup>th</sup> Avenue  
Kirkland, Washington 98033  
(425) 827-7701

508 S. Second Street, Suite 101  
Mount Vernon, Washington 98273  
(425) 827-7701

1552 Commerce Street, Suite 102  
Tacoma, Washington 98402  
(253) 722-2992

**Right of Entry**

The Client shall provide AESI legal access to and/or obtain permission for AESI to enter on all property, whether or not owned by Client, as necessary for AESI to perform and complete its work. Client is responsible to provide, by map or drawing, a description of the property, its location and the location of any buried utilities or structures, including but not limited to, underground storage tanks. Any damage that results to a buried utility, or to Associated Earth Sciences, Inc. (AESI) or subcontractor equipment, will be the responsibility of the client. Also, any additional charges for exploratory work, due to encountering the utility, will be the responsibility of the client. We will take reasonable precautions to minimize damage from use of equipment, but have not included in our fee the cost for restoration of damage which may result from our operations.

**Hazardous Substances & Drill Cuttings**

Client warrants that, prior to AESI beginning work, it will provide AESI with all information known, or which reasonably could be known by Client concerning the past or present use of the property and the nature and existence of any hazardous conditions or materials, on, in, under, adjacent to or near the property. When hazardous substances are known, assumed or suspected to exist at a site, AESI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that AESI deems prudent to minimize physical risks to its personnel and the public. Hazardous substances may exist at a site where there is no reason to believe they could or should be present. AESI and Client agree that the discovery of unanticipated hazardous substances constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. AESI and Client also agree that the discovery of unanticipated hazardous substances may make it necessary for AESI to take immediate measures to protect human health and safety, and/or the environment. AESI agrees to notify Client as soon as practically possible should unanticipated hazardous substances or suspected hazardous substances be encountered. Client encourages AESI to take any and all measures that in AESI's professional opinion are justified to preserve and protect the health and safety of AESI's personnel and the public, and/or the environment, and Client agrees to compensate AESI for the additional cost of such work. In addition, Client waives any claim against AESI, and agrees to indemnify, defend and hold AESI harmless from any claim or liability for injury or loss arising from AESI's encountering of unanticipated hazardous substances or suspected hazardous substances. Client also agrees to compensate AESI for work performed in defense of any such claim, with such compensation to be based upon AESI's prevailing fee schedule and expense reimbursement policy.

Client recognizes that, when it is known, assumed or suspected that hazardous substances exist beneath the surface of the project site, certain waste materials, such as drill cuttings and drilling fluids, should be handled as if contaminated. Accordingly, to protect human health and safety as well as the environment, AESI will appropriately contain and label such materials; will promptly inform Client that such containerization and labeling has been performed, and will leave the containers on site for proper, lawful removal, transport and disposal by Client. Client waives any claim against AESI and/or its professional staff, and agrees to defend, indemnify and hold AESI and/or its professional staff harmless from any claim or liability for injury or loss which may arise as a result of the drill cuttings, drilling fluids or other assumed hazardous substances being left on site after their containerization by AESI. Client also agrees to compensate AESI for any time spent and expenses incurred by AESI in defense of any such claim, with such compensation to be based upon AESI's prevailing fee schedule and expense reimbursement policy. AESI will act on behalf of Client to arrange for lawful removal, transport and disposal of hazardous substances and potentially contaminated drill cuttings, drilling fluids and wash water, if Client so requests, and Client agrees to compensate AESI based upon AESI's prevailing fee schedule and expense reimbursement.

Soil, rock, water and/or other samples obtained from the project site are held by AESI for no longer than 30 calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from AESI's custody and transporting them to an authorized disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. AESI will act on behalf of Client to arrange for lawful removal, transport and disposal of hazardous substances if Client so requests, and Client agrees to compensate AESI based upon AESI's prevailing fee schedule and expense reimbursement.

Due to the risks to which AESI is exposed, Client agrees to waive any claim against AESI and/or its personnel, and to defend, indemnify and hold AESI and/or its personnel harmless from any claim or liability for injury or loss arising from AESI's containing, labeling, transporting, testing, storing or other handling of contaminated samples. Client also agrees to compensate AESI for any time spent and expenses incurred by AESI in defense of any such claim, with such compensation to be based upon AESI's prevailing fee schedule and expense reimbursement policy.

**Aquifer Contamination**

Subsurface drilling and sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances off-site. Because subsurface sampling is a necessary aspect of the work which AESI will perform on Client's behalf, Client waives any claim against AESI and/or its personnel, and agrees to defend, indemnify and hold AESI and/or its personnel harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by drilling or sampling. Client further agrees to compensate AESI for any time spent or expenses incurred by AESI in defense of any such claim, in accordance with AESI's prevailing fee schedule and expense reimbursement policy.

**Ownership of Documents**

All designs, drawings, specifications, notes, data, sample materials (exclusive of hazardous substances), report reproducibles and other work developed by AESI are instruments of service and as such remain the property of Associated Earth Sciences, Inc.

**Third Parties**

All services performed by AESI and/or its personnel under this agreement are intended solely for the benefit of the client. Nothing contained herein shall confer any rights upon or create any duties on the part of AESI and/or its personnel toward any person or persons not a party to this agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of the above.

AESI shall not be responsible for the means, methods, or procedures of construction, nor for safety on the job site, nor for the contractor's failure to carry out the work in accordance with the contract documents.

**Insurance**

Associated Earth Sciences, Inc. maintains General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence and we will furnish certificates of such insurance upon written request. Our liability to the Client for bodily injury or property damage arising out of work performed for the Client for which legal liability may be found to rest upon us, other than for professional errors and omissions, will be limited to our General Liability Insurance coverage. AESI also maintains professional errors and omissions insurance. We will furnish certificates of such insurance upon written request. No provision contained in the agreement between AESI and Client shall be construed to void, vitiate or adversely affect any insurance coverage held by AESI.

**Standard of Care**

Services performed by AESI under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this agreement or in any report, opinion, and document or otherwise.

**Limitation of Liability**

To the fullest extent permitted by law, the total liability of AESI and its principals, personnel and employees, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or breach of warranty express or implied of AESI or its principals, employees or personnel shall not exceed \$50,000 or the total compensation received by AESI under this Agreement, whichever is less.

The Client further agrees to require the contractor and its subcontractors to execute an identical limitation of AESI's and/or its personnel's liability for damages suffered by the contractor or subcontractors arising from the professional acts, errors, or omissions of AESI and/or its personnel. Increased liability limits may be negotiated upon Client's written request, prior to commencement of services, and upon Client's agreement to pay an additional fee commensurate with the increased risk. Any such increased limit of liability shall be established by written agreement signed by Client and AESI. As used in this section, the term "liability" means liability of any kind, whether in contract, tort, strict liability or otherwise, for any and all injuries, claims, losses, expenses, or damages arising out of or in any way related to services provided by or through AESI.

**Waiver of Consequential Damages**

Client expressly waives as to AESI all claims for lost profit or any other indirect, incidental or consequential damages of any nature.

**Indemnification**

Client shall indemnify, defend, and hold AESI and/or its personnel harmless against all claims, damages, losses, and expenses, including but not limited to attorney's fees and court costs arising out of or in any way related to the services provided by or through AESI; provided that such defense and indemnification obligations shall not apply to claims, damages, losses or expenses that arise out of bodily injury to persons or damage to property to the extent caused by AESI's sole negligence; provided further that Client shall indemnify AESI against liability for damages, losses, or expenses arising out of bodily injury to persons or damage to property and caused by or resulting from the concurrent negligence of Client, its agents or employees and AESI, only to the extent of the negligence of parties other than AESI.

**CLIENT AND AESI AGREE THAT THE PRECEDING PARAGRAPHS RELATING TO LIMITATIONS OF LIABILITY, WAIVER OF CONSEQUENTIAL DAMAGES AND INDEMNIFICATION WERE MUTUALLY NEGOTIATED AND THAT BUT FOR THE INCLUSION OF THOSE PROVISIONS AESI WOULD NOT HAVE ENTERED INTO THIS AGREEMENT, OR AESI'S COMPENSATION UNDER THIS AGREEMENT WOULD HAVE BEEN HIGHER.**

**Stability of Slopes**

The Client also recognizes that risk is inherent with any site involving slopes and Client agrees to accept full responsibility for these risks. Client states that he understands that the information obtained or recommendations made may help to reduce the Client's risks and that no amount of engineering or geologic analysis can yield a guarantee of stable slopes. Therefore, in cases where there is no fault (i.e. no professional errors, omissions or negligence), Client agrees to hold harmless, defend, and indemnify AESI and/or its professional staff for claims from any source in the event of slope movement and any damage resulting.

**Billing**

Invoices will be submitted once per month and are payable upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be added to any account not paid within 30 days.

**Termination**

In the event that the Client requests termination of the work prior to completion, we reserve the right to complete such analyses and records as required to place our files in order as we consider necessary to protect our professional reputation. At our discretion, a termination charge may also be made to cover our proposal and administrative costs relating to the project.

**Integration**

These General Conditions along with AESI's proposal letter constitute the agreement between AESI and Client, contain the entire understanding between the parties in connection with the subject matter, and supersede and replace all prior negotiations, agreements or representations, whether oral or written. These General Conditions take priority over any conflicting provisions contained within AESI's proposal. No modifications or changes to the agreement shall be effective or binding unless affirmed in writing by the party sought to be bound by the change or modification.

City of Black Diamond  
Covington Creek Culvert Replacement  
Amendment 4  
Budget Estimate

| Task | SubTask | Description                                            | Total Budget | Spent as of<br>04/04/2025 | Balance as of<br>04/04/2025 | Amendment<br>Total | Amendment<br>Labor Hours | New Budget<br>Total | Amended<br>Balance |
|------|---------|--------------------------------------------------------|--------------|---------------------------|-----------------------------|--------------------|--------------------------|---------------------|--------------------|
| 01   |         | Project Management & Quality Assurance/Quality Control | \$49,222.50  | \$50,511.25               | <b>(\$1,188.75)</b>         | \$28,160.00        | 132                      | \$77,482.50         | \$ 28,977.25       |
| 0101 |         | Project Management & Quality Assurance/Quality Control | \$49,222.50  | \$50,511.25               | <b>(\$1,188.75)</b>         | \$28,160.00        | 132                      | \$77,482.50         | \$ 28,977.25       |
| 03   |         | Permitting                                             | \$89,811.25  | \$27,007.50               | \$62,803.75                 | \$0.00             | 0                        | \$89,811.25         | \$ 27,007.50       |
| 0301 |         | Permitting - State, County, and City                   | \$89,811.25  | \$27,007.50               | \$62,803.75                 | \$0.00             | 0                        | \$89,811.25         | \$ 27,007.50       |
| 0302 |         | COB Shareline Master Program Exemption                 | \$0.00       | \$0.00                    | \$0.00                      | \$0.00             | 0                        | \$0.00              | \$ 0.00            |
| 0303 |         | WDFW Permitting-Hydraulic Prop Approval                | \$14,850.00  | \$10,767.50               | \$4,082.50                  | \$0.00             | 0                        | \$14,850.00         | \$ 4,082.50        |
| 0304 |         | Federal Permitting-Lakefront                           | \$13,515.00  | \$17,511.25               | \$15,503.75                 | \$0.00             | 0                        | \$33,015.00         | \$ 15,503.75       |
| 0305 |         | SEPA                                                   | \$7,125.00   | \$0.00                    | \$7,125.00                  | \$0.00             | 0                        | \$7,125.00          | \$ 0.00            |
| 0306 |         | City of Black Diamond                                  | \$19,520.00  | \$0.00                    | \$19,520.00                 | \$0.00             | 0                        | \$19,520.00         | \$ 0.00            |
| 0307 |         | Stream Habitat Monitoring Plan                         | \$8,000.00   | \$0.00                    | \$8,000.00                  | \$0.00             | 0                        | \$8,000.00          | \$ 0.00            |
| 04   |         | Design Confirmation                                    | \$137,697.50 | \$127,001.25              | \$9,696.25                  | \$26,990.00        | 118                      | \$65,997.50         | \$ 34,195.25       |
| 0401 |         | Preliminary Bridge Plan                                | \$30,295.00  | \$30,132.50               | \$162.50                    | \$0.00             | 0                        | \$30,295.00         | \$ 162.50          |
| 0402 |         | Update Preliminary Plans                               | \$24,833.75  | \$24,833.75               | \$0.00                      | \$0.00             | 0                        | \$24,833.75         | \$ 0.00            |
| 0403 |         | Design Confirmation                                    | \$18,611.25  | \$11,775.00               | \$6,836.25                  | \$0.00             | 0                        | \$18,611.25         | \$ 6,836.25        |
| 0404 |         | Design Confirmation                                    | \$27,163.75  | \$26,263.75               | \$900.00                    | \$0.00             | 0                        | \$27,163.75         | \$ 900.00          |
| 0405 |         | Update Preliminary Opinion of Cost                     | \$9,960.00   | \$9,266.25                | <b>(\$693.75)</b>           | \$0.00             | 0                        | \$9,960.00          | \$ 0.00            |
| 0406 |         | Update Preliminary Design                              | \$13,140.00  | \$12,691.25               | \$448.75                    | \$0.00             | 0                        | \$13,140.00         | \$ 448.75          |
| 0407 |         | King County Signage Design Coordination                | \$0.00       | \$0.00                    | \$0.00                      | \$0.00             | 0                        | \$0.00              | \$ 0.00            |
| 05   |         | Final Construction                                     | \$727,220.00 | \$62,148.25               | \$665,071.75                | \$27,770.00        | 154                      | \$692,841.25        | \$ 665,071.75      |
| 0501 |         | Final Construction                                     | \$727,220.00 | \$62,148.25               | \$665,071.75                | \$27,770.00        | 154                      | \$692,841.25        | \$ 665,071.75      |
| 0502 |         | Final Construction                                     | \$8,960.00   | \$4,532.50                | \$3,727.50                  | \$6,270.00         | 28                       | \$14,630.00         | \$ 9,907.50        |
| 0503 |         | Final Construction                                     | \$14,440.00  | \$400.00                  | \$13,990.00                 | \$0.00             | 0                        | \$14,440.00         | \$ 13,990.00       |
| 0504 |         | Final Construction                                     | \$18,120.00  | \$0.00                    | \$18,120.00                 | \$0.00             | 0                        | \$18,120.00         | \$ 0.00            |
| 0505 |         | Final Construction                                     | \$6,500.00   | \$0.00                    | \$6,500.00                  | \$0.00             | 0                        | \$6,500.00          | \$ 0.00            |
| 0506 |         | Final Construction                                     | \$14,400.00  | \$0.00                    | \$14,400.00                 | \$0.00             | 0                        | \$14,400.00         | \$ 0.00            |
| 0507 |         | Final Construction                                     | \$18,540.00  | \$485.00                  | \$17,955.00                 | \$37,800.00        | 132                      | \$56,120.00         | \$ 55,935.00       |
| 0508 |         | Final Construction                                     | \$11,960.00  | \$0.00                    | \$11,960.00                 | \$0.00             | 0                        | \$11,960.00         | \$ 11,960.00       |
| 0509 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0510 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0511 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0512 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0513 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0514 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0515 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0516 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0517 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0518 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0519 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0520 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0521 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0522 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0523 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0524 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0525 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0526 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0527 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0528 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0529 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0530 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0531 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0532 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0533 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0534 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0535 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0536 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0537 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0538 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0539 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0540 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0541 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0542 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0543 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0544 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0545 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0546 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0547 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0548 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0549 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0550 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0551 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0552 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0553 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0554 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0555 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0556 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0557 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0558 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0559 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0560 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0561 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0562 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0563 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0564 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0565 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0566 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0567 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0568 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0569 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0570 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0571 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0572 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0573 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0574 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0575 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0576 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0577 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0578 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0579 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0580 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0581 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0582 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0583 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0584 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0585 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0586 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0587 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0588 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0589 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0590 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0591 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0592 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0593 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0594 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0595 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0596 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0597 |         | Final Construction                                     | \$5,000.00   | \$0.00                    | \$5,000.00                  | \$0.00             | 0                        | \$5,000.00          | \$ 5,000.00        |
| 0598 |         | Final Construction                                     | \$5,000.00   | \$0.00                    |                             |                    |                          |                     |                    |

*COVINGTON  
CREEK BRIDGE*







# *WHY THIS PROJECT?*

- Deteriorating Culverts
  - Puts roadway at risk
- Improved Fish Passage
  - Natural channel vs. rusting culverts
- Safer Roadway
  - Several cars in water through the years
- Stakeholders
  - City of Black Diamond
  - King County Flood Control District
  - Muckleshoot Tribe



# *PROJECT CHALLENGES*

- Utility Coordination
- Roadway Configuration
- Stream Bed Clearance
- Construction (In Water) Window
- Making it Fit

Amendment with Parametrix needed to get through these challenges

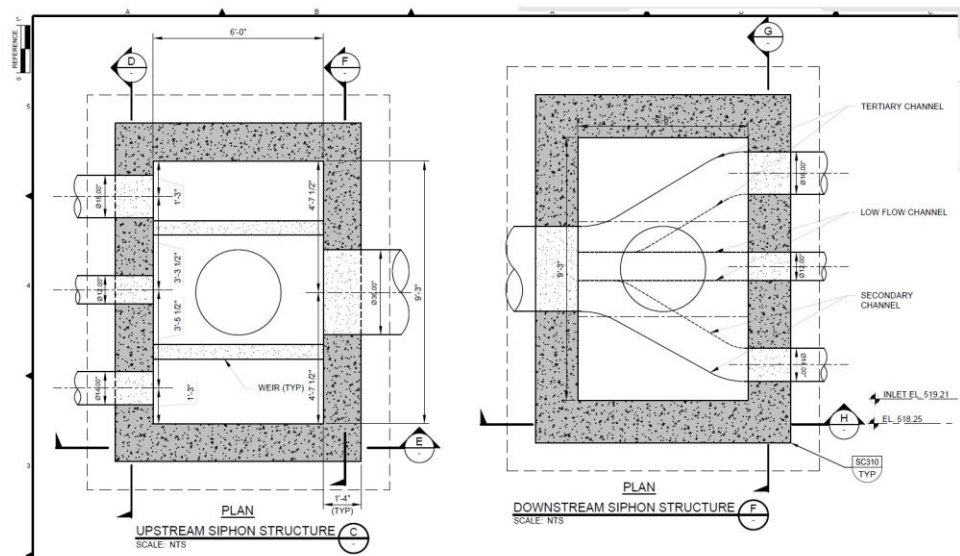
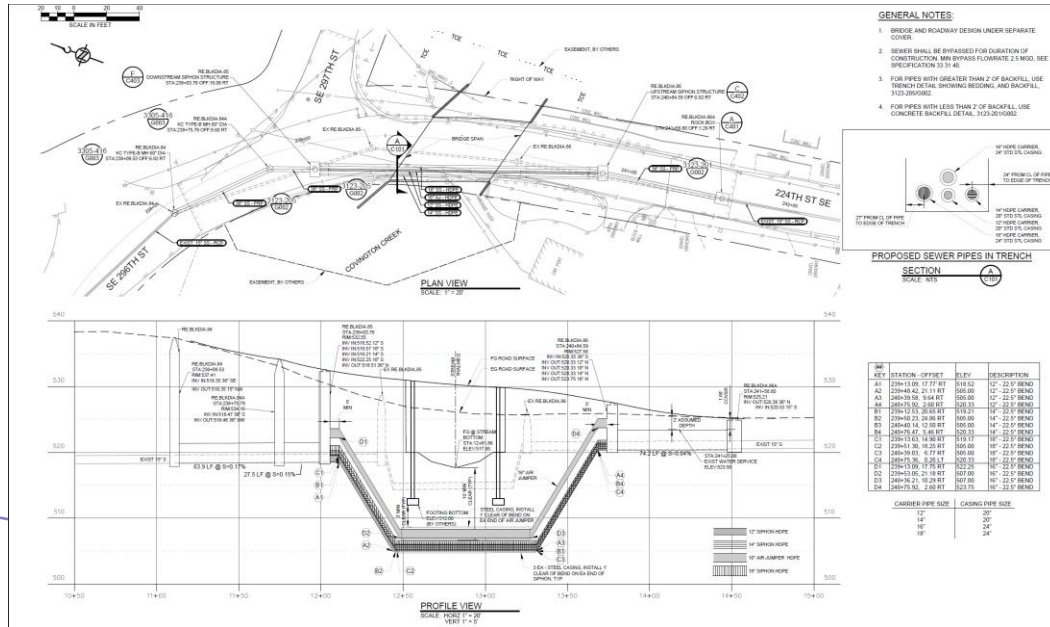




# UTILITY COORDINATION

## SEWER

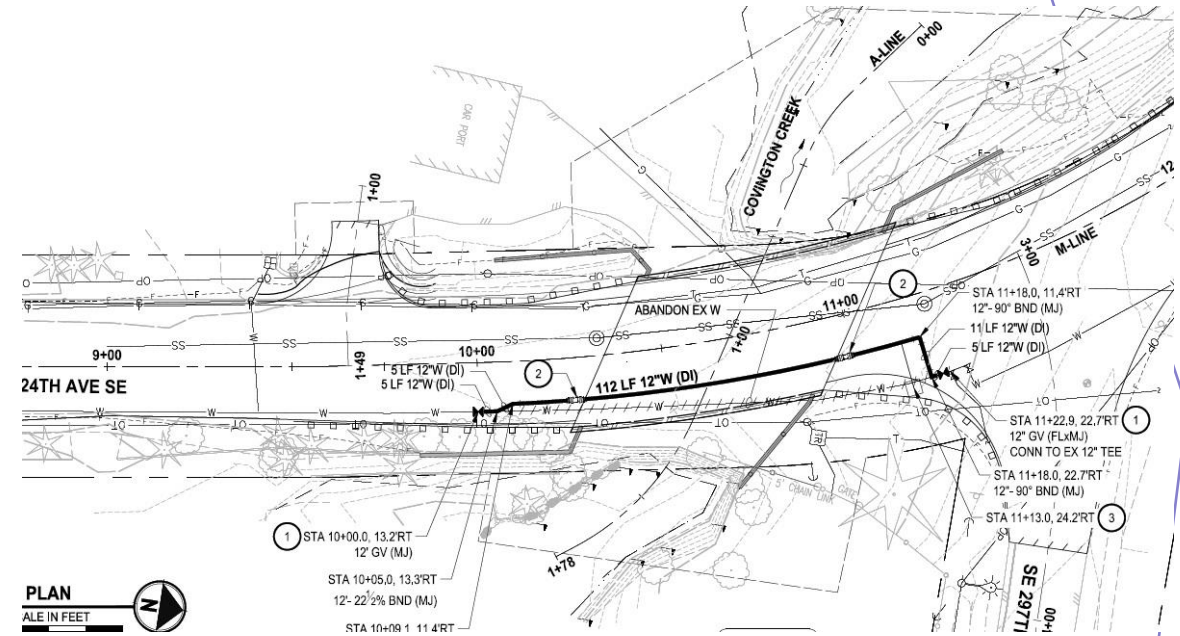
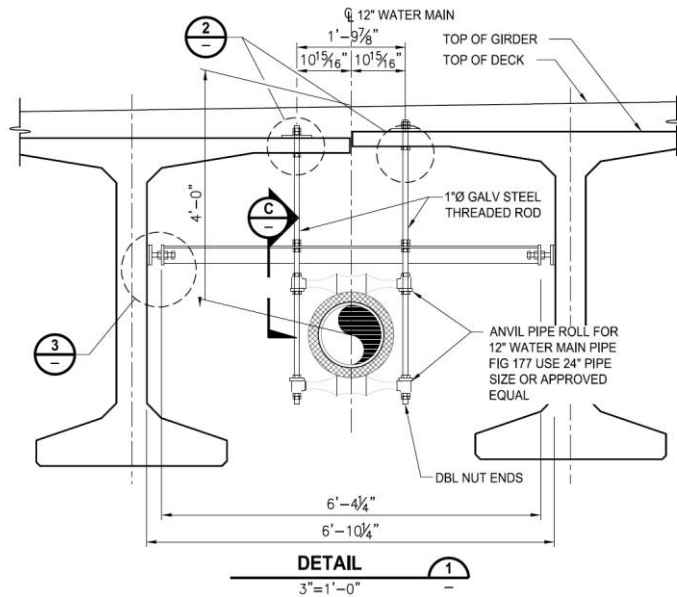
- Siphon
- County Upgrade



# UTILITY COORDINATION

## WATER

- Relocation CWD Pipes
- CWD Covering Costs



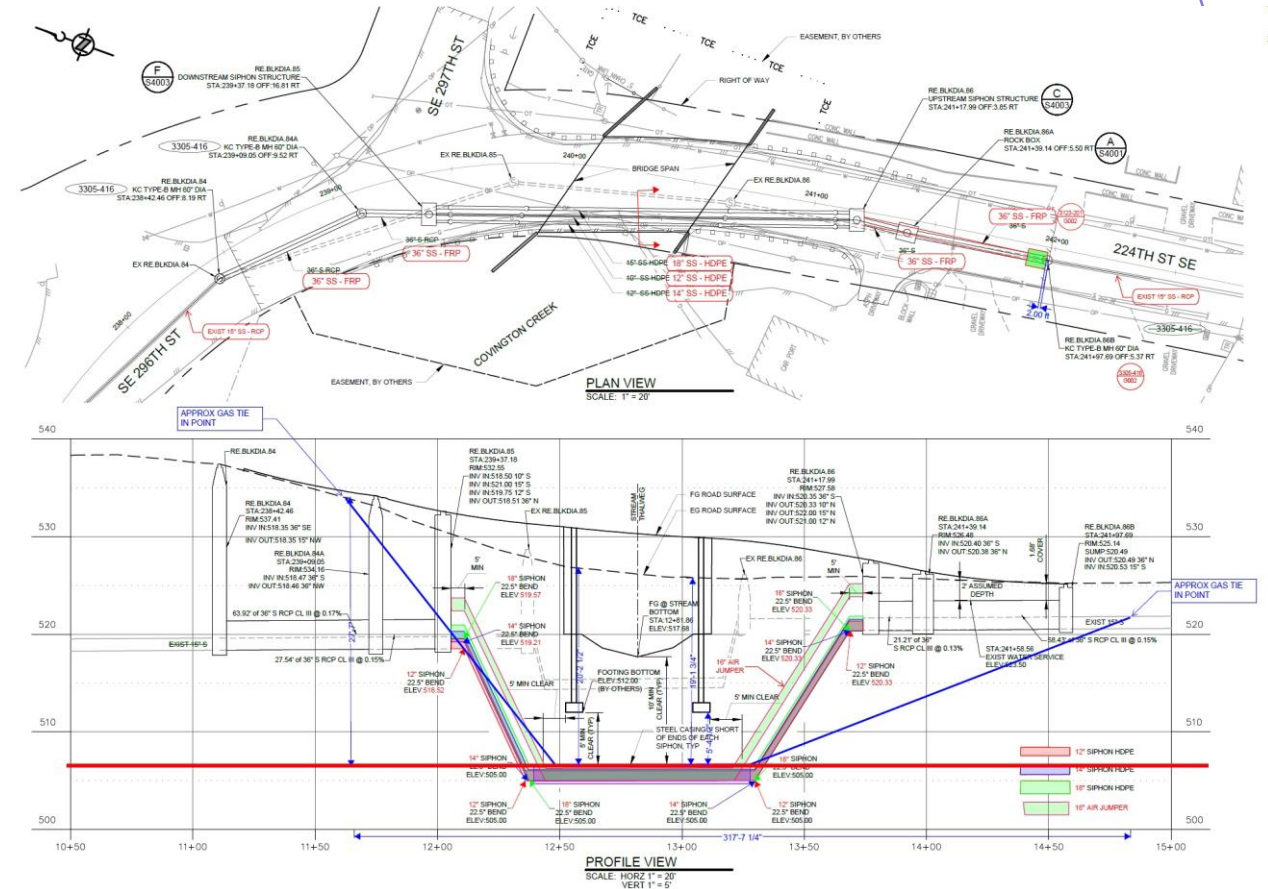
# UTILITY COORDINATION

# PSE & Lumen

- PSE relocating overhead power
  - PSE relocating gas
  - Lumen teaming with PSE
  - PSE wants to go first
- Comcast
- Upcoming meeting

# Comcast

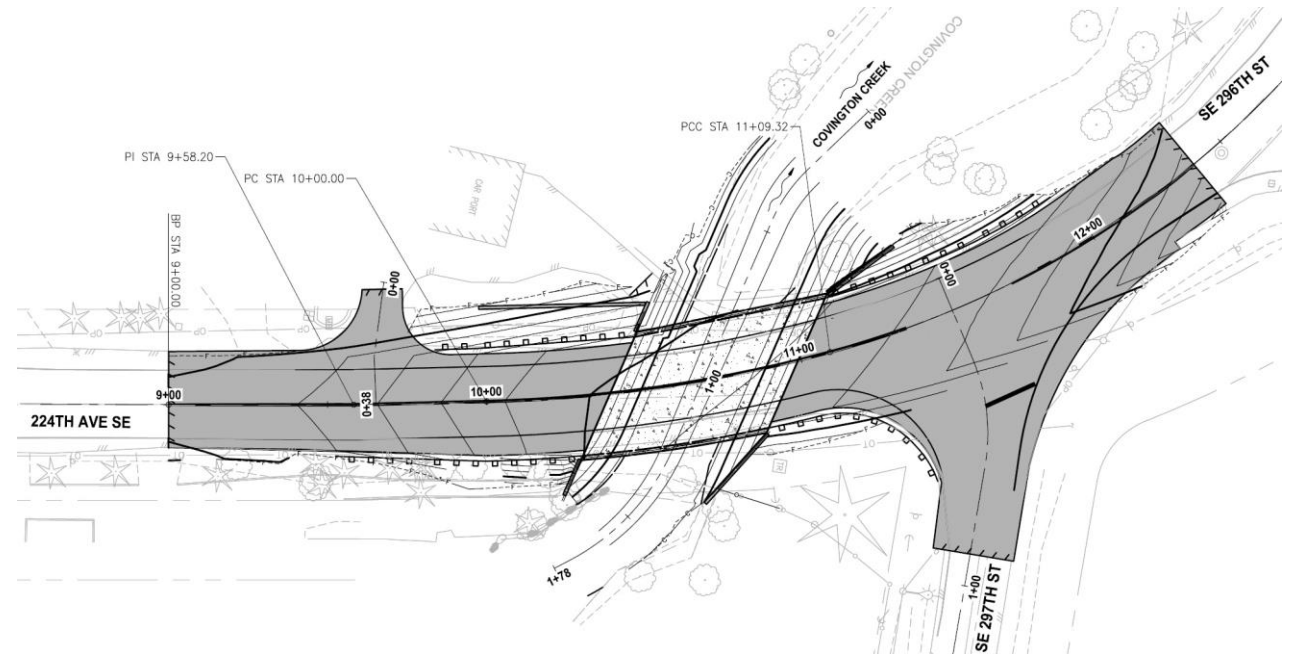
- Upcoming meeting





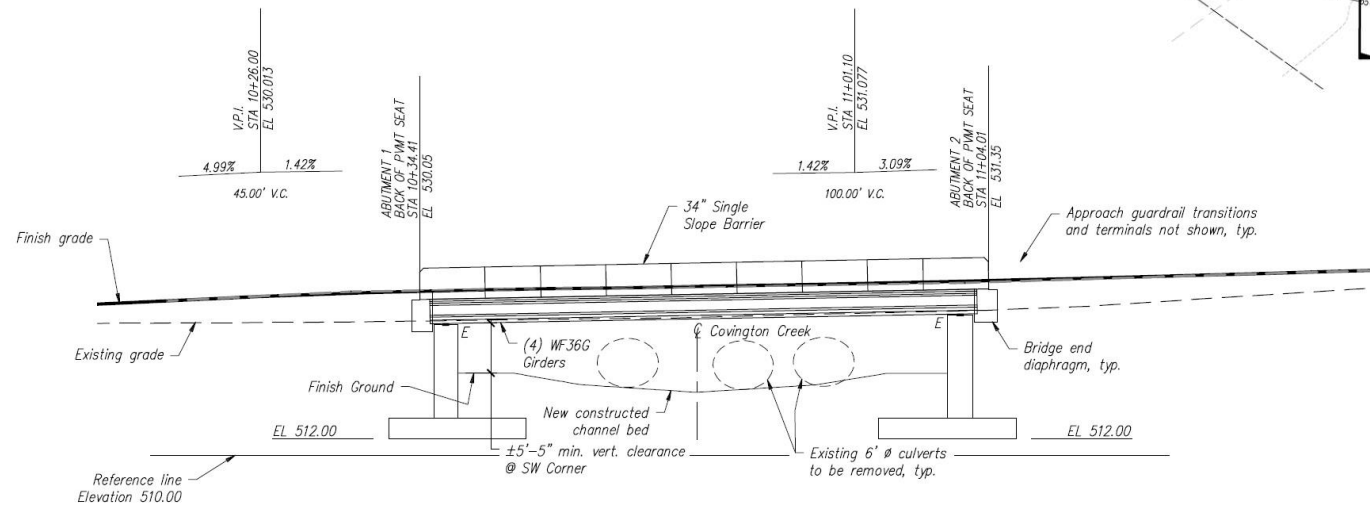
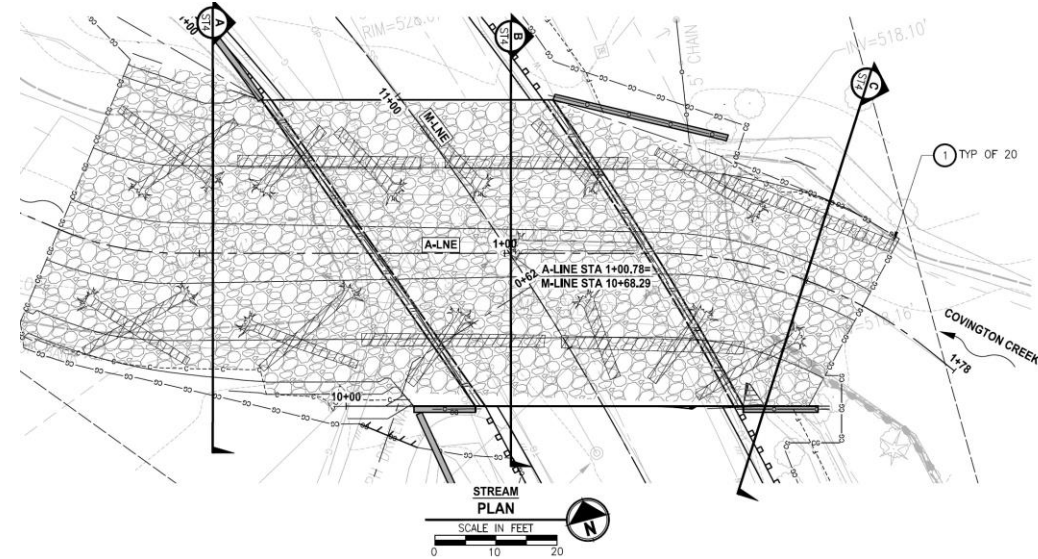
# *ROADWAY CONFIGURATION*

- Curves
- Slopes
- Angled Crossing
- Adjoining Roadways



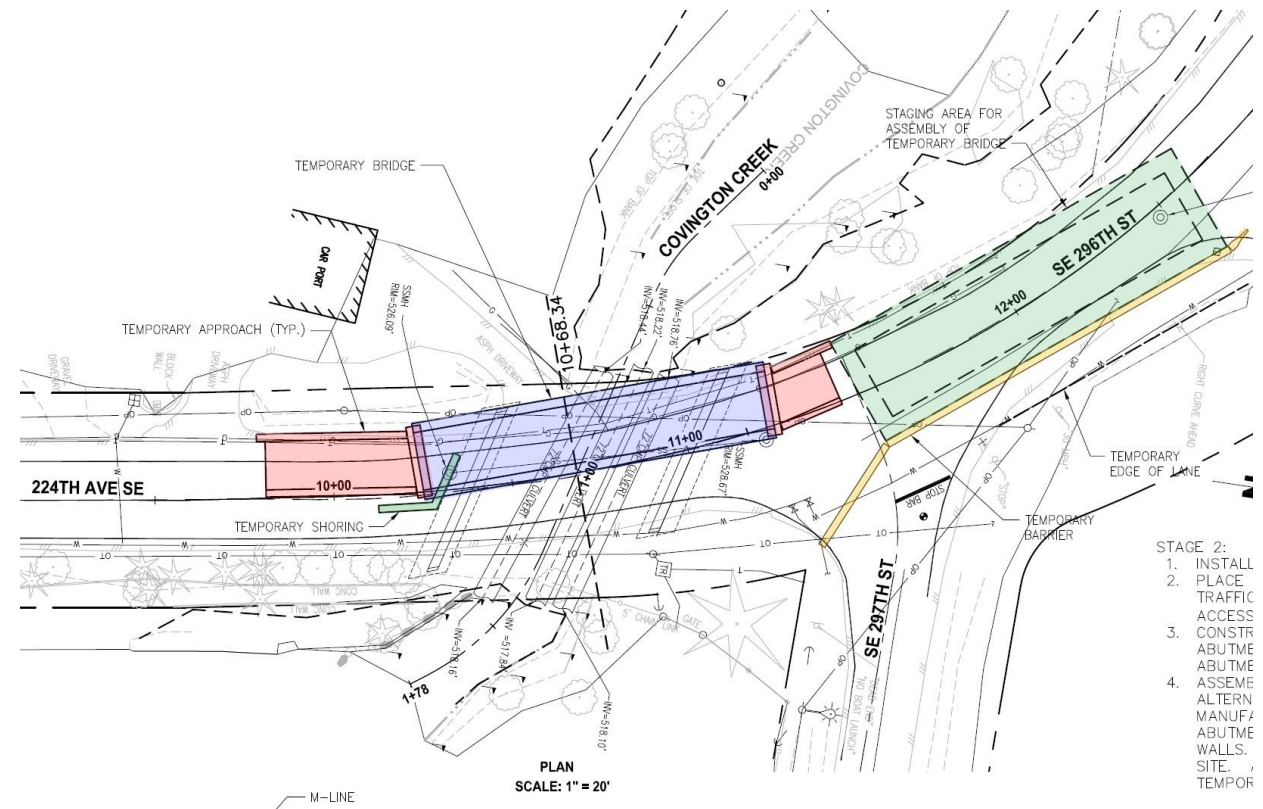
# STREAMBED CLEARANCE

- Clearance under deck
- Utility clearance below streambed



# OTHER CHALLENGES

- In Water Work Window
  - July 16 - September 15
- Staging
  - Temporary Structure
  - Emergency Access
  - Tight Construction Area
  - Schedule



# *AMENDMENT 4*

- Project Management (\$26,971)
  - Additional coordination and extended schedule
- Design Confirmation (\$26,990)
  - Additional utility coordination
  - King County siphon coordination
- Final Design (\$74,520)
  - Pulling it all together
  - Quality control
  - Staging & traffic control



# *AMENDMENT 4 (CONT.)*

- Sewer Siphon (\$7,900)
  - Engineer's Opinion of Probable Cost/King County coordination
- Covington Water Main Relocation (\$26,520)
  - Include water relocation as part of construction project
  - Covington Water to cover design/construction costs
- Subconsultants
  - Associated Earth Sciences (\$21,210)
    - Revise/update final Geotech Report to align with final design
  - Sargent Engineers (\$24,937)
    - Additional bridge design/incorporation of utility updates
- TOTAL AMENDMENT: \$210,237.50

# CITY COUNCIL AGENDA BILL

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

| ITEM INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                |          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|----------|
| <b>SUBJECT:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Agenda Date: June 5, 2025      AB25-049</b> |          |
| Task Order with Parametrix, Inc. to update the 2021 Transportation Impact Fee Rate Study                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Mayor Carol Benson                             |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | City Administrator Kevin O'Neill               |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | City Attorney David Linehan                    |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | City Clerk – Brenda L. Martinez                |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Com Dev – Andy Williamson                      |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Finance – Xavier Mason                         |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | MDRT/Ec Dev – Andy Williamson                  |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Police – Chief Kiblinger                       |          |
| Cost Impact (see also Fiscal Note): \$22,500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Public Works – Scott Hanis                     | <b>X</b> |
| Fund Source: Budgeted Capital Street Funds                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Court – Judge Swain/Tawnya Parks               |          |
| Timeline: 6 months                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                |          |
| <b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                |          |
| <b>Attachments: Resolution; Task Order, PowerPoint</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                |          |
| <p><b>SUMMARY STATEMENT:</b></p> <p>In 2021, Parametrix completed a Transportation Impact Fee (TIF) Rate Study as part of the adoption of BDMC 3.80 related to TIFs. These fees get updated annually for inflation, but the Study itself should be updated on occasion as projects and costs assessed by the Study change.</p> <p>Updating this Study will help determine what the TIF should be for permitted activities that will have an impact on the City's transportation system (assessed by the number of vehicle trips that will be added to the system).</p> <p>Parametrix has completed multiple Traffic Impact Analyses for the City, along with monitoring the City's traffic concurrency bank and is well-versed in completing and updating this TIF Rate Study.</p> <p>This task order will be completed under the City's on-call agreement with Parametrix. Public Works committed to bringing tasks greater than \$15,000 to the City Council for approval. Public Works staff recommend executing this task order.</p> <p>FISCAL NOTE (Finance Department): Updating this Study was planned for and budgeted in the 2025 Budget.</p> |                                                |          |
| <b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                |          |
| <b>RECOMMENDED ACTION: MOTION to adopt Resolution 25-1680 authorizing the Mayor to execute a Task Order with Parametrix Inc. to update the City's 2021</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                |          |



|                                              |                      |                    |
|----------------------------------------------|----------------------|--------------------|
| <b>Transportation Impact Fee Rate Study.</b> |                      |                    |
| <b>RECORD OF COUNCIL ACTION</b>              |                      |                    |
| <b><i>Meeting Date</i></b>                   | <b><i>Action</i></b> | <b><i>Vote</i></b> |
| June 5, 2025                                 |                      |                    |
|                                              |                      |                    |

**RESOLUTION NO. 25-1680**

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

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

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

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

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

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

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

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

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

**Section 1.** The Mayor is hereby authorized to execute the Task Order with Parametrix, Inc. to update the City's 2021 Transportation Impact Fee Rate Study, significantly in the form attached hereto.

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

CITY OF BLACK DIAMOND:

---

Carol Benson, Mayor

Attest:

---

Brenda L. Martinez, City Clerk

Exhibit B

## City of Black Diamond On-Call Task Request

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

### Scope of Task Request Including Deliverables and Schedule

See attached

### Budget Estimate: \$22,500.00

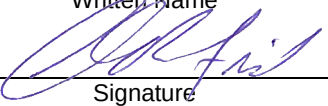
The budget estimate has been set at a reasonable amount for the anticipated level of assistance. Parametrix will notify City staff if requested work under this task order will exceed the authorized budget amount. The total budget estimate includes applicable administrative costs and reimbursable expenses.

### Task Request Approval:

City of Black Diamond:

|              |       |
|--------------|-------|
| _____        | _____ |
| Written Name | Title |
| _____        | _____ |
| Signature    | Date  |

Consultant:

|                                                                                     |                       |
|-------------------------------------------------------------------------------------|-----------------------|
| <u>Austin Fisher</u>                                                                | <u>Vice President</u> |
| Written Name                                                                        | Title                 |
|  | <u>5/21/2025</u>      |
| Signature                                                                           | Date                  |

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

### City of Black Diamond Updated Traffic Impact Fee Rate Study

## Introduction

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

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

## Task 01 – Project Management

### Objectives

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

This task includes general management functions that include the following:

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

### Deliverables

Deliverables for this task include:

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

### Assumptions

Assumptions for this task include:

- Project duration is 6 months.

## Task 02 – Document infrastructure required to meet future demands

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

### Approach

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

### Assumptions

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

## Deliverables

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

## Task 03 –Planning Cost Estimates

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

### Assumptions

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

## Task 04 – Establish Cost per Trip and Fee Schedule

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

### Assumptions

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

## Deliverables

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

## Task 05 –Updated Traffic Impact Rate Study

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

### Assumptions

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



## **Deliverables**

- Draft report
- Final report

Client: City of Black Diamond  
 Project: TIF Rate Study

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

*TRANSPORTATION  
IMPACT FEES STUDY*

# *2021 RATE STUDY*

- Adopted by BDMC 3.80
- Rates updated annually for inflation
- Look at annually to determine if new study needed
- Projects and amounts are changing
- Land Use calculations updated regularly (ITE)
- Study is budgeted



Figure 1. – Steps to Develop a Traffic Impact Fee Program

# CURRENT RATES

| Impact Fee Schedule                         |               |                              | ITE 10th Edition                           |           |              | 2024 Cost per Trip | \$3,021              | 1.646%                                       | inflation | June2023-June2024 |
|---------------------------------------------|---------------|------------------------------|--------------------------------------------|-----------|--------------|--------------------|----------------------|----------------------------------------------|-----------|-------------------|
|                                             |               |                              |                                            |           |              | 2025 Cost/Trip     | \$3,070.29           |                                              |           |                   |
| Land Use                                    | Land Use Code | Unit of Measure <sup>1</sup> | Basic Rate PM Peak Trips/Unit <sup>2</sup> | Pass By % | New Trips %3 | New Trip Rate      | 2024 Impact Fee Rate | 2025 Impact Fee Rate (updated for inflation) |           |                   |
| Residential                                 |               |                              |                                            |           |              |                    |                      |                                              |           |                   |
| Single Family                               | 210           | dwelling                     | 0.99                                       | 0         | 100%         | 0.99               | \$2,990              | \$3,039                                      |           |                   |
| Multi-Family                                | 220           | dwelling                     | 0.56                                       | 0         | 100%         | 0.56               | \$1,691              | \$1,719                                      |           |                   |
| Senior Housing - attached                   | 252           | dwelling                     | 0.26                                       | 0         | 100%         | 0.26               | \$785                | \$798                                        |           |                   |
| Senior Housing - detached                   | 251           | dwelling                     | 0.3                                        | 0         | 100%         | 0.30               | \$907                | \$921                                        |           |                   |
| Assisted Living                             | 253           | dwelling                     | 0.18                                       | 0         | 100%         | 0.18               | \$544                | \$553                                        |           |                   |
| Mobile Home in Mobile Home Park             | 240           | dwelling                     | 0.46                                       | 0         | 100%         | 0.46               | \$1,390              | \$1,413                                      |           |                   |
| Institutional                               |               |                              |                                            |           |              |                    |                      |                                              |           |                   |
| Elementary/Middle School/Junior High School | 520           | student                      | 0.17                                       | 0         | 100%         | 0.17               | \$514                | \$522                                        |           |                   |
| High School                                 | 530           | student                      | 0.14                                       | 0         | 100%         | 0.14               | \$423                | \$430                                        |           |                   |
| Church                                      | 560           | SF GFA                       | 0.49                                       | 0         | 100%         | 0.49               | \$1.48               | \$1.50                                       |           |                   |
| Hospital                                    | 610           | SF GFA                       | 0.97                                       | 0         | 100%         | 0.97               | \$2.93               | \$2.98                                       |           |                   |
| Library                                     | 590           | SF GFA                       | 8.16                                       | 0         | 100%         | 8.16               | \$24.65              | \$25.05                                      |           |                   |
| Day Care                                    | 565           | SF GFA                       | 11.12                                      | 0         | 100%         | 11.12              | \$33.59              | \$34.14                                      |           |                   |
| Industrial                                  |               |                              |                                            |           |              |                    |                      |                                              |           |                   |
| Light Industry/Industrial Park              | 110           | SF GFA                       | 0.63                                       | 0         | 100%         | 0.63               | \$1.90               | \$1.93                                       |           |                   |
| Heavy Industry/Manufacturing                | 120, 140      | SF GFA                       | 0.67                                       | 0         | 100%         | 0.67               | \$2.03               | \$2.06                                       |           |                   |
| Mini-Warehousing/Storage                    | 151           | SF GFA                       | 0.17                                       | 0         | 100%         | 0.17               | \$0.51               | \$0.52                                       |           |                   |
| Warehousing                                 | 150           | SF GFA                       | 0.19                                       | 0         | 100%         | 0.19               | \$0.57               | \$0.58                                       |           |                   |
| Restaurant                                  |               |                              |                                            |           |              |                    |                      |                                              |           |                   |
| High Turnover Restaurant                    | 932           | SF GFA                       | 9.77                                       | 0.42      | 58%          | 5.67               | \$17.12              | \$17.40                                      |           |                   |
| Fast Food Restaurant with Drive-Through     | 934           | SF GFA                       | 32.67                                      | 0.5       | 50%          | 16.34              | \$49.36              | \$50.17                                      |           |                   |
| Coffee Shop with Drive-Through              | 937           | SF GFA                       | 43.38                                      | 0.5       | 50%          | 21.69              | \$65.52              | \$66.59                                      |           |                   |
| Commerical Services                         |               |                              |                                            |           |              |                    |                      |                                              |           |                   |
| Bank with Drive-Through                     | 912           | SF GFA                       | 20.45                                      | 0.47      | 53%          | 10.84              | \$32.75              | \$33.29                                      |           |                   |
| General Retail                              | 820           | SF GFA                       | 3.81                                       | 0.34      | 66%          | 2.51               | \$7.58               | \$7.70                                       |           |                   |
| Supermarket > 5,000 SF                      | 850           | SF GFA                       | 9.24                                       | 0.36      | 64%          | 5.91               | \$17.85              | \$18.14                                      |           |                   |
| Convenience Market < 5,000 SF               | 851           | SF GFA                       | 49.11                                      | 0.61      | 39%          | 19.15              | \$57.84              | \$58.80                                      |           |                   |
| Pharmacy/Drugstore with Drive-Through       | 880, 881      | SF GFA                       | 10.29                                      | 0.53      | 47%          | 4.84               | \$14.62              | \$14.86                                      |           |                   |
| Hardware/Paint Store                        | 816           | SF GFA                       | 2.68                                       | 0.26      | 74%          | 1.98               | \$5.98               | \$6.08                                       |           |                   |
| Furniture Store                             | 890           | SF GFA                       | 0.52                                       | 0.53      | 47%          | 0.24               | \$0.73               | \$0.74                                       |           |                   |
| Car Sales - New/Used                        | 840/841       | SF GFA                       | 3.75                                       | 0         | 100%         | 3.75               | \$11.33              | \$11.52                                      |           |                   |
| Gas Station                                 | 944           | fueling station              | 14.03                                      | 0.56      | 44%          | 6.17               | \$18,637             | \$18,944                                     |           |                   |
| Autocare Center                             | 942/943       | SF GFA                       | 2.26                                       | 0         | 100%         | 2.26               | \$6,608.74           | \$6,717.52                                   |           |                   |
| Health Club                                 | 492           | SF GFA                       | 3.45                                       | 0         | 100%         | 3.45               | \$10.42              | \$10.59                                      |           |                   |
| Commerical - Office                         |               |                              |                                            |           |              |                    |                      |                                              |           |                   |
| Administrative Office                       | 710, 715, 750 | SF GFA                       | 1.15                                       | 0         | 100%         | 1.15               | \$3.47               | \$3.53                                       |           |                   |
| Medical Office/Dental Office                | 720           | SF GFA                       | 3.46                                       | 0         | 100%         | 3.46               | \$10.45              | \$10.62                                      |           |                   |

# *UPDATED STUDY*

- Should take about 6 months
- Task Order completed under On-Call Contract with Parametrix
- Necessary to ensure latest and greatest information
- BDMC Chapter 3.80 will need to be updated once the new study is finalized
- Public Works recommends approval of this Task Order



# CITY COUNCIL AGENDA BILL

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

| ITEM INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                |          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|----------|
| <b>SUBJECT:</b><br><br>Ordinance amending Chapter 19.30 – Tree Preservation to revise the tree removal mitigation fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Agenda Date: June 5, 2025      AB25-050</b> |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Mayor Carol Benson                             |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | City Administrator Kevin O'Neill               |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | City Attorney David Linehan                    |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | City Clerk – Brenda L. Martinez                |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Com Dev – Andy Williamson                      | <b>X</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Finance – Xavier Mason                         |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | MDRT/Ec Dev – Andy Williamson                  |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Police – Chief Kiblinger                       |          |
| Cost Impact (see also Fiscal Note):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Public Works – Scott Hanis                     |          |
| Fund Source:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Court – Judge Swain/Tawnya Parks               |          |
| Timeline:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                |          |
| <b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                |          |
| <b>Attachments: Draft Revisions</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                |          |
| <p>SUMMARY STATEMENT:<br/>This is for discussion with Council.</p> <p>The proposed code amendment would reduce the tree removal mitigation fee from the amount of five hundred dollars for each tree removed to one hundred dollars in 19.30.070(D) and 19.30.100(B). This proposed amendment came by request from public comment provided during a City Council meeting and has been reviewed by the Planning and Community Services Committee. Additional tree preservation code revisions have been recommended by City staff and the Planning and Community Services Committee and have been incorporated into this proposal. These include expanding the utilization of the tree removal mitigation fund to include replanting projects, trails, open space preservation, acquisitions, outdoor recreation and enhancements to outdoor experiences for our citizens; section 19.30.050 Exemptions have been restructured to clearly distinguish between activities that require a tree removal exemption permit and those activities that do not; a recommendation has been made to revise section 19.30.070 Tree replacement to revise the replacement tree criteria to eliminate specific tree species allowed for replacement and provides a list of preferred species for replacement; additional language has been added to section 19.30.100(C) to address measuring the diameter of a tree removed without a permit; and additional language has been added to section 19.30.110(A)(2) that any tree within the public rights-of-way shall not be nominated as a heritage tree; and a suggestion has been made that 501(c)(3) non-profits should be exempt from paying tree removal permit fees.</p> <p>FISCAL NOTE (Finance Department): N/A</p> |                                                |          |

|                                              |                      |                    |
|----------------------------------------------|----------------------|--------------------|
| COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: |                      |                    |
| RECOMMENDED ACTION: <b>Discussion only.</b>  |                      |                    |
| <b>RECORD OF COUNCIL ACTION</b>              |                      |                    |
| <i><b>Meeting Date</b></i>                   | <i><b>Action</b></i> | <i><b>Vote</b></i> |
| June 5, 2025                                 |                      |                    |
|                                              |                      |                    |

## Chapter 19.30 TREE PRESERVATION<sup>1</sup>

### Sections:

#### 19.30.010 Intent.

- A. The city recognizes the importance of trees for the benefits they provide to property values and to the environment. Trees stabilize soil and control water pollution, conserve energy, reduce storm water runoff, improve air quality, provide habitat to and protect wildlife, improve the appearance of the community, provide buffering and screening, provide shade and wind protection, conserve water supplies, and preserve the forested character of the Pacific Northwest that citizen's value. Preserving trees in large quantities also contributes to a reduction in global warming.
- B. The objectives of this chapter include reducing tree loss during construction and development; reducing indiscriminate removal and destruction of trees; mitigating tree loss by requiring replacement of trees; and protecting significant and heritage trees.
- C. It is further the intent of this chapter that it be interpreted in a manner that is consistent with the applicable provisions of BDMC Chapter 18.72 (landscaping).

(Ord. No. 961, § 1, 6-16-2011)

#### 19.30.020 Applicability.

Except as provided pursuant to BDMC Section 19.30.050 (exemptions), the requirements of this chapter shall apply to any removal of a significant tree or heritage tree, and shall apply, without limitation, any time of any land alteration, whether pursuant to a permit for clearing, grading, land alteration, land disturbance, building construction or land development, or on an existing developed site.

(Ord. No. 961, § 1, 6-16-2011)

#### 19.30.030 Definitions.

The following definitions shall apply in the interpretation and enforcement of this chapter. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. If specific provisions of law, regulation or rule referred to herein be renumbered or re-codified, then the reference shall be read to refer to the renumbered or re-codified provision.

Caliper. Standard for trunk diameter measurement of nursery stock. Caliper measurement of the trunk shall be taken six inches above the ground.

---

<sup>1</sup>Editor's note(s)—Ord. No. 961, § 1, adopted June 16, 2011, repealed the former Chapter 19.30, §§ 19.30.010—19.30.090, and enacted a new Chapter 19.30 as set out herein. The former Chapter 19.30 pertained to similar subject matter and derived from Ord. No. 866, 2008.

---

"Critical root zone" means an area equal to one-foot radius from the base of the tree's trunk for each one inch of the diameter at 4.5 feet above grade (referred to as diameter at breast height (DBH)).

"Development" means land disturbing activities, including class IV — general forest practices that are conversions from timber land to other uses; structural development, including construction or installation of a building or other structures; the installation of utilities; creation or addition of impervious surfaces; the expansion of a building footprint or addition or replacement of a structure.

"Drip line" means an area encircling the base of a tree delineated by a vertical line descending from the outer limit of a tree's branch tips to the ground.

"Heritage tree" means a tree of unique significance to the community that may be associated with historic figures, events or properties; be of rare or unusual species; or may have aesthetic value worthy of preservation for the health and general welfare of the community.

Lot. Lot shall have the same meaning as that term is given pursuant to BDMC Section 17.08.010.

"Nonsignificant tree" means any tree under six inches diameter at breast height or those included on the following list, regardless of size:

1. Black locust (*Robinia pseudoacacia*);
2. Cottonwood (*Populus freemontii*);
3. Native alder (Native *Alnus* only);
4. Native willow (Native *Salix* only);
5. Lombardy poplar (*Populus nigra*).

"Significant tree" means any healthy tree that is at least six inches diameter at breast height, excepting nonsignificant trees. A tree growing with multiple stems shall be considered significant if at least one of the stems, as measured at a point six inches from where the stems digress from the main trunk, is at least four inches in diameter. Any tree that is planted to fulfill requirements of this chapter shall be considered significant, regardless of size or species.

"Site" means the portion of a single lot, or two or more contiguous lots that are under common ownership or documented legal control, which lot(s) is (are) directly subject to development.

"Site improvements" means changes to a site resulting from development.

(Ord. No. 961, § 1, 6-16-2011)

### **19.30.040 Retention of significant trees.**

- A. Permit Required. No person, corporation, agency or other entity shall remove any significant tree, as defined in this chapter, without first obtaining a tree removal permit pursuant to this chapter; provided that, a permit shall not be required for situations specifically exempted by this chapter.
- B. General Site Design Guidelines. Site improvements associated with land development shall be designed and constructed to meet the following guidelines:
  1. The site design incorporates trees as a site amenity, and reflects a strong emphasis on tree protection.
  2. To the extent possible, forested sites retain their forested look, value, and function after development. Trees should be protected within vegetated islands and stands rather than as individual, isolated trees scattered throughout the site.

- 
3. Site improvements should be designed to give priority to protection of trees with the following characteristics, functions, or location:
    - a. Existing stands of healthy trees;
    - b. Healthy trees that have a reasonable chance of survival once the site is developed or will not pose a threat to life or property;
    - c. Trees that have a screening function or provide relief from glare, blight, commercial or industrial harshness;
    - d. Trees providing habitat value, such as riparian habitat;
    - e. Trees within the required yard setbacks or around the site perimeter;
    - f. Trees having a significant land stability function;
    - g. Trees adjacent to public parks and open space.
    - h. Trees that are significant trees or heritage trees.
  4. Building footprints, parking areas, roadways, utility corridors and other structures are designed and located with a consideration of tree protection opportunities.
  5. The project grading plans accommodate existing trees and avoid alteration to grades around existing significant trees.
  6. Required open space and recreational space is designed and located to protect existing stands of trees.
  7. The site design and landscape plans provide suitable locations and adequate area for replacement trees as required in BDMC Section 19.30.070, tree replacement.
  8. In considering trees for protection, avoid selecting trees that may become hazardous because of wind gusts, including trees adjacent to utility corridors where falling trees may cause power outages or other damage. Remaining trees may be susceptible to blow downs because of loss of a buffer from other trees, grade changes affecting the tree health and stability and/or the presence of buildings in close proximity.
  9. The landscape requirements set forth in BDMC Chapter 18.72, when applicable.
  10. To the extent possible, without reducing development densities from those indicated in the comprehensive plan, the site improvements and landscape plans should be designed to give priority to protection of significant trees and heritage trees.
  11. In the event that a proposed site design will result in retainage of less than twenty percent of all significant trees within the site, not including wetlands and sensitive areas and their associated buffers, alternative site designs should be evaluated and considered to determine if an alternative design will better achieve the values, objectives, and guidelines set forth in this chapter without reducing development densities.

(Ord. No. 961, § 1, 6-16-2011)

### **19.30.050 Exemptions.**

[Except as provided in this section, any person who desires to alter or remove a tree must first obtain approval. Approval may take the form of a tree permit, or tree removal exemption.](#)

- [A.](#) The following actions are exempt from the requirements of BDMC Sections 19.30.040, 19.30.060, 19.30.070, 19.30.080 and 19.30.090:

---

1. C. ——— Removal of Obviously Dead or Diseased Trees. Prior to removal of an obviously dead or diseased significant tree, the property owner or person in control of the property shall file an exemption application for tree removal with the community development department and request exemption from the requirement to obtain a tree removal permit. The mayor or his/her designee may grant an exemption upon satisfaction that the significant tree is dead or diseased and should be removed. In cases where conflicts arise regarding the condition or health of a tree, the city can require the applicant to submit a certified arborist's report to the city. The certified arborist report shall identify the tree or trees and the condition and health of the tree, including whether or not the diseased tree should be removed. The certified arborist and the arborist's report must be submitted and approved by the city prior to tree removal. The cost for the certified arborist shall be borne entirely by the applicant;

2. D ——— The owner or person in control of a lot may remove no more than six significant trees under sixteen inches diameter at breast height, in any period of thirty-six consecutive months. Prior to removal, the owner, or person in control of the lot, shall file an exemption application for tree removal with the community development department and request exemption from the requirement to obtain a tree removal permit.

B. The mayor or his/her designee may grant an exemption from the permit requirement subject to the following conditions:

The mayor or his/her designee may grant an exemption from the permit requirement subject to the following conditions:

1. ——— There is no current application for development on the subject lot;

2. ——— The tree(s) is (are) not within, an easement protecting a regulated critical area, a designated primary or secondary open space or a required buffer area;

3. ——— At least two significant trees must remain on each lot; and

4. ——— Removal of the trees will not reduce the density of significant trees on the lot below the density approved as part of the landscape plan pursuant to BDMC Section 19.30.060(C).

5. ——— If development activities occur within 1 year of the receipt of an approved tree exemption under this provision, the owner will be subject to the tree replacement requirements established in Section 19.30.070 for all trees removed in association with the exemption. The requirement to plant replacement trees shall be placed as a condition of approval on any permit for development activities.

C. Tree Removal Exemption Required. No person shall remove a significant tree except pursuant to a tree removal permit lawfully issued pursuant to this chapter or pursuant to an exemption granted herein. The following information shall be provided as part of the application:

1. A site plan identifying the location, species and size of all significant trees onsite.

2. The site plan will show the location, species and size of all significant trees to be removed.

3. If trees are hazardous or diseased, the Department may require additional information such as a narrative describing tree condition, photographs showing tree condition, or statement from a certified arborist recommending removal of the tree.



---

The following actions are exempt from the approval requirements of BDMC Sections 19.30.040, 19.30.060, 19.30.070, 19.30.080 and 19.30.090 and may not require a tree removal exemption application:

- A. Emergency removal of any hazardous significant trees necessary to remedy an imminent threat to persons or property;
- B. Removal of significant trees within or adjacent to public rights-of-way or easements, at the direction of the city, for the protection of the public safety (such as obstructions inhibiting visibility at intersections) or for the improvement of the public rights-of-way or easements or on city owned property. The mayor or his/her designee may grant an exemption upon satisfaction that the significant tree is dead or diseased and should be removed. In cases where conflicts arise regarding the condition or health of a tree, the city can require the applicant to submit a certified arborist's report to the city. The certified arborist report shall identify the tree or trees and the condition and health of the tree, including whether or not the diseased tree should be removed. The certified arborist and the arborist's report must be submitted and approved by the city prior to tree removal. The cost for the certified arborist shall be borne entirely by the applicant;

EC Trees that have been grown for the purpose of sales of Christmas trees or commercial landscaping materials by commercial nurseries and tree farms; and

FD Harvesting with a Class II or Class III or Class IV forest practices permit issued by the Washington State Department of Natural Resources under RCW 76.09.050. Provided that, land use and building permits may be denied in accordance with RCW Chapter 76.09 for six years from the date of approval of a Class II or Class III or Class IV forest practices permit.

~~C. Removal of Obviously Dead or Diseased Trees. Prior to removal of an obviously dead or diseased significant tree, the property owner or person in control of the property shall file an exemption application for tree removal with the community development department and request exemption from the requirement to obtain a tree removal permit. The mayor or his/her designee may grant an exemption upon satisfaction that the significant tree is dead or diseased and should be removed. In cases where conflicts arise regarding the condition or health of a tree, the city can require the applicant to submit a certified arborist's report to the city. The certified arborist report shall identify the tree or trees and the condition and health of the tree, including whether or not the diseased tree should be removed. The certified arborist and the arborist's report must be submitted and approved by the city prior to tree removal. The cost for the certified arborist shall be borne entirely by the applicant;~~

~~D. The owner or person in control of a lot may remove no more than six significant trees under sixteen inches diameter at breast height, in any period of thirty six consecutive months. Prior to removal, the owner, or person in control of the lot, shall file an exemption application for tree removal with the community development department and request exemption from the requirement to obtain a tree removal permit. The mayor or his/her designee may grant an exemption from the permit requirement subject to the following conditions:~~

- ~~1. There is no current application for development on the subject lot;~~
- ~~2. The tree(s) is (are) not within, an easement protecting a regulated critical area, a designated primary or secondary open space or a required buffer area;~~
- ~~3. At least two significant trees must remain on each lot; and~~
- ~~4. Removal of the trees will not reduce the density of significant trees on the lot below the density approved as part of the landscape plan pursuant to BDMC Section 19.30.060(C).~~

- 
- ~~5. If development activities occur within 1 year of the receipt of an approved tree exemption under this provision, the owner will be subject to the tree replacement requirements established in Section 19.30.070 for all trees removed in association with the exemption. The requirement to plant replacement trees shall be placed as a condition of approval on any permit for development activities.~~
- ~~E. Trees that have been grown for the purpose of sales of Christmas trees or commercial landscaping materials by commercial nurseries and tree farms; and~~
- ~~F. Harvesting with a Class II or Class III or Class IV forest practices permit issued by the Washington State Department of Natural Resources under RCW 76.09.050. Provided that, land use and building permits may be denied in accordance with RCW Chapter 76.09 for six years from the date of approval of a Class II or Class III or Class IV forest practices permit.~~

(Ord. No. 961, § 1, 6-16-2011; Ord. No. 1089, § 20, 5-4-17)

### **19.30.060 Tree removal permits.**

- A. **Tree Removal Permit Required.** A tree removal permit is required for the removal of significant trees unless the tree removal is exempt from the permit requirements of this chapter. No person shall remove a significant tree except pursuant to a tree removal permit lawfully issued pursuant to this chapter or pursuant to an exemption granted herein. All applications for a tree removal permit shall be filed with the community development department using a form provided by the city. The tree removal permit fee shall be set by resolution or ordinance of the city council.
- B. **Persons Authorized to Apply.** No person may apply for a tree removal permit under this chapter unless that person is the owner or person in control of the property or has been otherwise authorized in writing by the property owner to apply for the tree removal permit on behalf of the property owner.
- C. **Tree Plan Required.** All applications for a tree removal permit under this chapter, for which there is no exemption or request for an exemption, shall include a tree plan showing the location, species, size of new trees to be planted, the schedule for replanting, and the location of any significant tree to be removed. Unless otherwise provided in a Level I or Level II tree plan, replanting shall take place no later than one year after the tree removal permit is issued. A tree plan for significant tree removal when associated with the development or redevelopment of property, shall meet the following requirements and standards, and may be incorporated within the landscaping plan if such a plan is required pursuant to BDMC Chapter 18.72:
1. **Redevelopment/Level I Tree Plan.** A Level 1 tree plan is required for changes to existing development, including all residential, commercial, industrial or institutional sites that involve a land disturbance or expansion of buildings or impervious surface. The following information shall be provided as part of the plan:
    - a. A site plan showing all proposed development or expansion of structures, parking, driveways, roadways, lanes, sidewalks and pathways, and retaining walls;
    - b. The site plan will show all significant trees located within the site subject to development and shall depict those significant trees to be retained in order to meet the guidelines of BDMC Section 19.30.040(B); and
    - c. Planting plan including location, species, size of new trees to be planted and a schedule for replanting.
  2. **New Development/Level II Tree Plan.** A Level II tree plan is required for new development, including residential, commercial, industrial or institutional developments that involve land disturbance, parking areas, roads, buildings, or other construction. The contents of the tree plan must be certified by a

---

certified professional forester, arborist, or landscape architect and must provide the following information:

- a. Information required for a Level I plan;
  - b. Description of off-site trees that could be affected by proposed activity; and
  - c. In the event that the proposed tree plan will result in retainage of fewer than twenty percent of all significant trees within the site, not including wetlands and sensitive areas and their associated buffers, the tree plan shall include a description of alternative site designs that were evaluated and considered by the applicant to provide greater protection of significant trees and a detailed explanation of why such alternative site designs were rejected.
- D. All significant trees within any required perimeter planting area, sensitive area, wetland, buffer, designated primary or secondary open space, or native growth protection area shall be retained, except for driveways, lanes, or streets necessary for access as approved by the city. In all other areas, site improvement design should integrate significant trees into required landscaping.
- E. The determination to deny, approve, or approve with conditions a tree removal permit shall be made by the mayor or his/her designee based upon the requirements and guidelines set forth in this chapter. Permit applications shall be processed as a Type 1 application in accordance with the requirements for Type 1 applications set forth at BMC Chapter 18.08; provided that, if the application is made in conjunction with another development permit application with a higher level decision, the application shall be processed in accordance with the procedures applicable to the higher level decision.

(Ord. No. 961, § 1, 6-16-2011)

### **19.30.070 Tree replacement.**

- A. Each application for a tree removal permit shall require a tree replacement plan. With the exception of significant trees that are relocated, each significant tree removed shall be replaced by new trees on a 1:1 removal to replacement ratio.
- B. Replacement trees shall be planted on the site from which significant trees are removed. If on-site replacement is not feasible, an off-site location may be approved by the city administrator.
- C. Replacement trees must meet the following criteria:
  1. Replacement trees that are less susceptible to laminated root rot shall be considered for tree replacement. Douglas fir trees shall not be allowed as a replacement species, but may be planted on tree farms. Leyland Cypress, Arborvitae, and Vine Maple tree species shall not be counted towards required tree replacement. The following less susceptible trees may be used as replacement trees:
    - (i) Coast redwood,
    - (ii) Incense cedar,
    - (iii) Ponderosa pine,
    - (iv) Jeffrey pine,
    - (v) Lodgepole pine,
    - (vi) Knobcone pine,
    - (vii) Sugar pine,
    - (viii) Western white pine,

---

[\(ix\) White bark pine.](#)

[\(x\) Limber pine.](#)

[\(xi\) Sitka spruce.](#)

[\(xii\) Western red cedar.](#)

[\(xiii\) Alaskan cedar, and](#)

[\(xiv\) All hardwoods;](#)

[12.](#) Native trees are preferred over non-native trees;

[23.](#) New trees shall meet or exceed current American Nursery and Landscape Association or equivalent organization's standards for nursery stock;

[34.](#) New trees shall be planted in locations appropriate to the species' growth habit and horticultural requirements and marked appropriately;

[45.](#) New trees must be located away from areas where damage is likely;

[56.](#) Deciduous replacement trees shall be a minimum of one and one-half-inch in caliper, evergreen trees shall be a minimum of six feet in height; and

[67.](#) The time period for planting of replacement trees shall conform to standards for transplanting trees as set forth in ANSI A300, Part 6, as now exists or may hereafter be amended, or such other comparable standard as may be approved by the mayor or his/her designee.

[78.](#) Trees shall be watered as necessary to ensure survival and growth during their first two growing seasons after planting. Dead trees shall be replaced within the two-year planting period to ensure survival.

D. The city shall create a "significant tree removal mitigation fund." An applicant for a tree removal permit can, at the election of the applicant, pay a tree removal mitigation fee in the amount of [one hundred five hundred](#) dollars for each tree removed into the removal mitigation fund in lieu of replacement. These funds will be maintained by the city and utilized in replanting projects, [trails, open space preservation, acquisitions, outdoor recreation and enhancements to outdoor experiences for our citizens](#) throughout the City of Black Diamond, ~~and for the designation and protection of heritage trees, as determined by the city.~~

(Ord. No. 961, § 1, 6-16-2011)

### **19.30.080 Protection of trees during construction.**

A. During land alteration and construction, in order to provide for the protection and health of retained significant trees, the applicant shall utilize the best management practices for tree protection as set forth in the Best Management Practices Guidebook for the Pacific Northwest published by Oregon State University, © 2009, or such other manual or standards generally accepted in the industry and approved by the mayor or his/her designee.

B. Unless alternative best management practices for tree protection are approved by the mayor or his/her designee, the following best management practices shall be applied to protect trees during land alteration or construction activities:

1. An area of prohibited disturbance, generally corresponding to the critical root zone, shall be identified prior to the construction stage of significant trees and all heritage trees to be protected prior to any land disturbance.

- 
2. Tree protective fencing shall be a minimum of four feet high and be highly visible. Signs must be posted on the fence reading "tree protection area."
  3. Trees to be retained shall be watered appropriately during and immediately after construction and shall be protected from erosion and sedimentation.
  4. The grade shall not be changed within five feet of the drip line of all heritage trees and the significant trees to be preserved, nor shall any impervious surface be installed within five feet of the drip line of any heritage trees or the significant trees to be preserved.
  5. Directional felling shall be used to avoid damaging any heritage trees or significant trees designated for protection.
- C. If during redevelopment activities on a site, an applicant proposes to remove a significant tree in lieu of compliance with the best management practices set forth in subsection B of this section, the mayor or his/her designee may approve alternative best management practices for tree protection to the extent reasonably necessary to retain the significant tree impacted by such activities.

(Ord. No. 961, § 1, 6-16-2011)

### **19.30.090 Maintenance.**

- A. All required replacement trees and relocated trees shown on an approved tree removal permit shall be maintained in healthy condition by the property owner, and the person in control of the property, throughout the duration of the work necessary to complete all site improvements, unless otherwise approved by the Mayor or his/her designee in a subsequent tree removal permit.
- B. Cutting and Pruning.
1. Heritage trees and significant shall not be topped. Topping is defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Significant and heritage trees severely damaged by storms or other causes or certain trees under utility wires or other obstructions, where other pruning practices are impractical are exempt from this prohibition.
  2. Street trees shall be cut or pruned only under the supervision of the City of Black Diamond Public Works Department.
  3. Pruning and maintenance of heritage trees and significant trees shall be consistent with best management practices in the field of arboriculture and further the long-term health of the tree. Pruning shall mean the selective removal of portions of branches from a tree so as to modify the tree(s) shape or profile or alter the tree's appearance.
  4. Thinning or windowing of significant or heritage trees shall not be allowed unless necessary to protect life or property or where other pruning practices are impractical because of the tree has been severely damaged by storms or other causes or for certain trees under utility wires.

(Ord. No. 961, § 1, 6-16-2011)

### **19.30.100 Enforcement.**

- A. Application of BDMC Chapter 8.02. The provisions of this chapter shall constitute a regulation within the meaning of BDMC Section 8.02.020, a violation of which is subject to the code enforcement provisions and penalties set forth at BDMC Chapter 8.02 together with the code enforcement provisions, penalties and remedies set forth in BDMC Chapter 19.30.

- B. Abatement. In cases where significant trees are removed without a required tree removal permit, corrective action shall include the requirement that each tree removed shall be replaced with the number of replacement trees, based on diameter at breast height (DBH), as set forth in the following table:

| Size of Tree Removed (DBH) | Number of Replacement Trees Required |
|----------------------------|--------------------------------------|
| 6" — 9"                    | 3                                    |
| 9" — 12"                   | 4                                    |
| 12" — 16"                  | 5                                    |
| >16"                       | 6                                    |

In the alternative to tree replacement, corrective action may include a requirement for payment in to the significant tree removal mitigation fund the amount of ~~one hundred five hundred~~ dollars \$~~100500~~.00 for each replacement tree that would be required in accordance with the tree replacement ratios set forth in the above table.

- C. Measurement of Tree Diameter. When determining the number of replacement trees required, the tree diameter shall be measured at four and one-half feet above grade. If no tree above grade remains, the tree diameter shall be measured at ground level. If no stump remains, the tree diameter will be determined by the Director based on best available information such as aerials, photographs and adjacent trees.

~~CD.~~ Replacement trees shall meet the requirements of BDMC Section 19.30.070(C).

~~DE.~~ Monetary Penalties. Any person found to have removed a significant tree in violation of BDMC Section 19.30.060 or found to have damaged a significant tree or heritage tree in violation of BDMC Section 19.30.090 or BDMC Section 19.30.100, shall be subject to a monetary penalty in the amount of one thousand dollars for each such violation.

(Ord. No. 961, § 1, 6-16-2011)

### 19.30.110 Heritage trees.

The purpose of the heritage tree designation is to recognize trees with a unique significance to the community, to establish a register of these trees, and to provide additional means for their protection. Heritage trees may be associated with historic figures, events or properties; be of rare or unusual species; or may have aesthetic value worthy of preservation for the health and general welfare of the community.

- A. The city shall maintain a heritage tree register and map, which may be amended at any time pursuant to the process in this section.
1. Trees can be nominated for designation by individual citizens, community groups, city staff, or any board or commission of the city.
  2. Trees within public rights-of-way or located on city property shall not be nominated for designation as heritage trees.
  - ~~23.~~ Staff shall review an application, obtain consent in writing of the affected property owner, and make a recommendation to the city council, which shall have the final authority for designating heritage trees.
  - ~~34.~~ Trees designated as heritage trees shall be classified as follows:



- 
- a. Historical—A tree which by virtue of its age, its association with or contribution to a historical structure or district, or its association with a noted citizen or historical event;
    - b. Specimen—Age, size, health and quality factors combine to qualify the tree as unique among the species in Black Diamond and Washington State;
    - c. Rare—One or very few of a kind, or is unusual in some form of growth or species; and
    - d. Significant Grove—Outstanding rows or groups of trees that impact the City's landscape.
  - B. Upon receipt of a nomination, the mayor or his/her designee shall review the request and provide mailed notice of the nomination to the property owner and provide other public notice such as to invite public comment for a period of not less than ten days. The director shall inspect the tree, consider public comments, and formulate a recommendation to the city council for its consideration at a regular city council meeting no less than sixty days after the nomination is made.
  - C. Each property owner who has one or more registered heritage trees shall be notified by first class mail of the designation within thirty days of the city council's action. The city may file such written designation for record with the King County Recorder's Office.
  - D. The city, with the consent of the property owner, may place an informational sign or marker at or near the location of the heritage tree to inform the public of its designation as a heritage tree.
  - E. Heritage Tree Declassification. Any heritage tree may be removed from heritage tree status upon approval of the city council following the written request of the property owner; provided that, if the request is made because the tree is of poor health, diseased or no longer alive, the request may be approved by the mayor or his/her designee.
    - 1. The request shall be filed with the community development department. If the request for decertification is based upon the health of the tree, and a visual inspection by the Mayor or his/her designee cannot establish that the tree is dead, diseased, or hazardous, the applicant shall pay for an outside certified arborist or forester to make a determination. If it is determined that the tree is dead, diseased, or otherwise hazardous and cannot be saved, the director may approve the removal. If the tree is determined to be healthy, or with treatable infestation or infection, the Mayor or his/her designee may deny the permit.
    - 2. In its evaluation of whether to declassify a heritage tree, the city council shall consider the following:
      - a. If the tree may be considered hazardous according to this chapter;
      - b. If the tree no longer meets the criteria for initial designation as specified in subsection (A) of this section;
      - c. Retention of the tree would make reasonable use of the property allowed under the current zoning district impractical or impossible in that development would not be allowed to meet the maximum density/intensity allowed by that zoning district.
  - F. Heritage trees warrant protection from unnecessary removal. No person may remove a heritage tree except as provided in BDMC Section 19.30.110. Any person removing a heritage tree shall be subject to a two thousand dollars monetary penalty and may be required to replace each removed heritage tree in accordance with the ratios identified in BDMC Section 19.30.100(B).
  - G. Protection of Heritage Trees. Heritage trees represent a valuable and irreplaceable public resource. It is therefore in the public interest and a policy of the city to identify, protect and preserve such trees. The city will consider development and implementation of programs to carry out such policies when resources are made available to do so. Such programs may include, but are not limited to, preservation and protection of heritage trees through protective covenants, easements, and dedications.

---

(Ord. No. 961, § 1, 6-16-2011)

**19.30.120. Duty not creating liability.**

Nothing in this chapter is intended to impose any duty upon the city or any of its officers or employees which would subject them to damages in a civil action.

(Ord. No. 961, § 1, 6-16-2011)

# CITY COUNCIL AGENDA BILL

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

| ITEM INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                           |   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|---|
| <b>SUBJECT:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Agenda Date: June 5, 2025 AB25-051</b> |   |
| <b>Formation of Lake Sawyer Regional Park Ad Hoc Committee</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Mayor Carol Benson                        |   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | City Administrator Kevin O'Neill          | X |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | City Attorney David Linehan               |   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | City Clerk – Brenda L. Martinez           |   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Com Dev – Andrew Williamson               |   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Finance – Xavier Mason                    |   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | MDRT/Ec Dev – Andy Williamson             |   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Police – Chief Kiblinger                  |   |
| Cost Impact (see also Fiscal Note):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Public Works – Scott Hanis                |   |
| Fund Source:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Court – Judge Swain/Tawnya Parks          |   |
| Timeline:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                           |   |
| <b>Agenda Placement:</b> <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                           |   |
| <b>Attachments: Resolution</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                           |   |
| <p>The City's approved master planned development agreement (Ord. 11-970) includes a requirement for the developer to construct active recreation amenities, including sports fields, which will serve both future residents and the broader community. One proposed location for these sports fields is within Lake Sawyer Regional Park. Staff requires direction from Council on how to proceed with siting and design of these parks.</p> <p>In response to inquiries and concerns raised by Councilmembers, staff recommends the establishment of the Lake Sawyer Regional Park Ad Hoc Committee to facilitate a focused, transparent review process. The committee will provide an opportunity for appointed Councilmembers to work collaboratively with staff, community stakeholders, and the developer to evaluate available information and alternatives.</p> <p><b>Purpose and Scope of Work:</b><br/>The Lake Sawyer Ad Hoc Committee will be charged with the following:</p> <ol style="list-style-type: none"> <li>1. Reviewing the applicable development agreement provisions regarding active recreation and sports field obligations.</li> <li>2. Assessing whether the proposed Lake Sawyer site is consistent with the intent and requirements of the agreement and broader City planning policies.</li> <li>3. Evaluating the suitability of the Lake Sawyer location for sports fields, including considerations related to environmental impacts, access, usability, and long-term sustainability.</li> <li>4. Identifying and considering alternative locations, if necessary, and the implications of</li> </ol> |                                           |   |

relocation for compliance and community benefit.

5. Providing a recommendation to the full City Council regarding the appropriate siting of the required sports fields.

The committee will consist of three Councilmembers, Mayor Benson, two staff members from the Master Development Review Team (MDRT) and Administration, and two members of the Lake Sawyer Park Foundation. It is anticipated that the committee will convene regularly and return to the Council with findings and recommendations.

**Recommendation:**

Staff recommends that the City Council Adopt Resolution 25-XXX to establish the Lake Sawyer Regional Park Ad Hoc Committee and appoint Councilmembers Darcey Peterson, Jesse Young, and Sara Nielsen to serve.

FISCAL NOTE (Finance Department): N/A

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION:

**MOTION to adopt Resolution No. 25-1681, creating the Lake Sawyer Regional Park Ad Hoc Committee and appointing Councilmembers Darcey Peterson, Jesse Young, and Sara Nielsen to serve.**

**RECORD OF COUNCIL ACTION**

| <i>Meeting Date</i> | <i>Action</i> | <i>Vote</i> |
|---------------------|---------------|-------------|
| June 5, 2025        |               |             |
|                     |               |             |

## **RESOLUTION NO. 25-1681**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, ESTABLISHING AN AD HOC COMMITTEE TO ADVISE THE CITY COUNCIL ON IMPROVEMENTS TO THE LAKE SAWYER REGIONAL PARK**

**WHEREAS**, pursuant to BDMC 2.95.010, the Black Diamond City Council may create ad hoc advisory committees to give advice to the Council on specific subjects and to perform such other tasks and functions for short periods of time, all as prescribed by the Council; and

**WHEREAS**, the City Council has identified Lake Sawyer Regional Park as an important City asset that needs to be preserved and improved to continue providing valuable benefits to the entire community; and

**WHEREAS**, the City Council desires to involve the Lake Sawyer Park Foundation in the process of developing a vision and goals for future improvements to the Lake Sawyer Regional Park, so as to ensure that any funds spent on improvements to the Regional Park will align with the current and future needs and preferences of the community;

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

**Section 1. Creation of Ad Hoc Advisory Committee.** The City Council, pursuant to Chapter 2.95 BDMC, hereby provides for the creation of a new ad hoc advisory committee to be known henceforth as the Lake Sawyer Regional Park Ad Hoc Committee. The Lake Sawyer Regional Park Ad Hoc Committee will be composed of the Mayor, three (3) members from the City Council (Darcey Peterson, Jesse Young, and Sara Neilsen), and two members of the Lake Sawyer Park Foundation, and two staff members.

**Section 2. Term of the Committee.** The Lake Sawyer Regional Park Ad Hoc Committee ("Committee") shall commence upon the selection of its members. Once commenced, the Committee will terminate upon completion of its report and recommendation to the City Council.

**Section 3. Scope of Work/Task Description.** The Committee's scope of work is to serve as an advisory committee to the City Council on the following subject matters and tasks:

1. Reviewing the applicable development agreement provisions regarding active recreation and sports field obligations.
2. Assessing whether the proposed Lake Sawyer site is consistent with the intent and requirements of the agreement and broader City planning policies.
3. Evaluating the suitability of the Lake Sawyer location for sports fields, including considerations related to environmental impacts, access, usability, and long-term sustainability.
4. Identifying and considering alternative locations, if necessary, and the implications of relocation for compliance and community benefit.
5. Providing a recommendation to the full City Council regarding the appropriate siting of the required sports fields.

At their first meeting, the members of the Committee shall develop and adopt a task list describing the specific tasks and goals for the Committee to accomplish within the jurisdictional areas of responsibility provided in this resolution. The Committee may alter or amend its task list from time to time throughout the term of the Committee, so long as the task list is consistent with the Committee's jurisdiction as defined in this resolution and any additional directives from the City Council. This resolution and the task list developed by the Committee shall be made available to all subsequent Committee members upon their appointment.

**Section 5. Member Terms.** Members of the Committee shall serve from the date of the formation of the Committee until the termination of the Committee. It is anticipated that the term of office shall be less than three years. If a member resigns from the Committee before the end of the Committee's term, a replacement shall be nominated and confirmed to fill the vacancy until the conclusion of the term. A member appointed to fill a vacancy following a resignation shall commence service either upon the effective date of the resigning member's resignation or upon City Council confirmation, whichever is later. Any member of the Committee may be removed by a majority vote of the City Council at any time, if the City Council determines that removal is in the best interests of the City.

**Section 6. Reporting Structure.** The Committee shall be a separate and unique ad hoc advisory committee that reports to the City Council as a whole. One of the City Council representatives named to the Committee shall be responsible, with the assistance of one of the assigned City staff representatives, for assembling reports and for reporting periodically to the City Council on Committee activities and recommendations. The Committee Chair shall serve as the Committee's liaison in conveying information and reports to the full City Council. The City Council may also request interim reports from the Committee on specific topics or project status.



**Section 7. Committee Officers.** The Committee shall elect from its membership a presiding officer who shall be referred to as the Chair. The Chair shall serve for one year or until a successor is elected, unless the Committee ceases operations before the end of the Chair's one-year term.

**Section 8. Conflicts of Interest.** Pursuant to BDMC 2.95.080, members of the Committee are subject to Chapter 42.23 RCW, Code of Ethics for Municipal Officers. If any member determines that the member has a conflict of interest with respect to a matter that is pending before the Committee that prevents the member from discharging the required duties of the Committee, the member shall not participate in the Committee's deliberations or decision-making process with respect to the matter.

**Section 9. Compensation.** Members of the Committee shall serve without compensation.

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

CITY OF BLACK DIAMOND:

---

Carol Benson, Mayor

Attest:

---

Brenda L. Martinez, City Clerk