



CITY OF BLACK DIAMOND
August 7, 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) AB25-070 - Presentation – WRIA 9 – Matt Goehring from King County

COMMITTEE REPORTS:

DEPARTMENT REPORTS:

CONSENT AGENDA:

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

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

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

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

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

7) AB25-074 – Resolution Regarding Contract Amendment with RH2 for Springs Project Mr. Hanis

8) AB25-075 – Ordinance Regarding Code Changes for Clerk-Treasurer Mr. Linehan

9) AB25-076 – Ordinance Regarding Adoption of Water System Plan Mr. Hanis

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

10) AB25-077 – Fire Annexation Discussion

Mr. O’Neill/Mr. Mason

NEW BUSINESS:

11) AB25-078– Cannabis Ordinance Discussion

Mr. Linehan

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

Mr. Linehan

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

Mr. Linehan

MAYOR'S REPORT:

COUNCIL REPORTS:

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

CITY ADMINISTRATOR REPORT:

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION: RCW 42.30.110(1)(b) Potential Real Estate Acquisition with Possible Action to Follow

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Presentation from King County Matt Goehring WRIA9	Agenda Date: August 7, 2025 AB25-070	
	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):	Public Works – Scott Hanis	X
Fund Source:	Court – Tawnya Parks	
Timeline:		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: PowerPoint presentation titled Black Diamond ILA		
SUMMARY STATEMENT: Matt Goehring, WRIA 9 Salmon Recovery Manager will be presenting a PowerPoint presentation that provides Council context for consideration of the 2026-2035 Interlocal Agreement (ILA) renewal.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: Presentation only, no action.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
August 7, 2025		

Lake Washington/Cedar/Sammamish (WRIA 8) and Green/Duwamish & Central Puget Sound Watersheds (WRIA 9)



Interlocal Agreement Renewal Briefing

Matt Goehring , WRIA 9 Salmon Recovery Manager

Black Diamond City Council

August 7, 2025



Presentation Outline

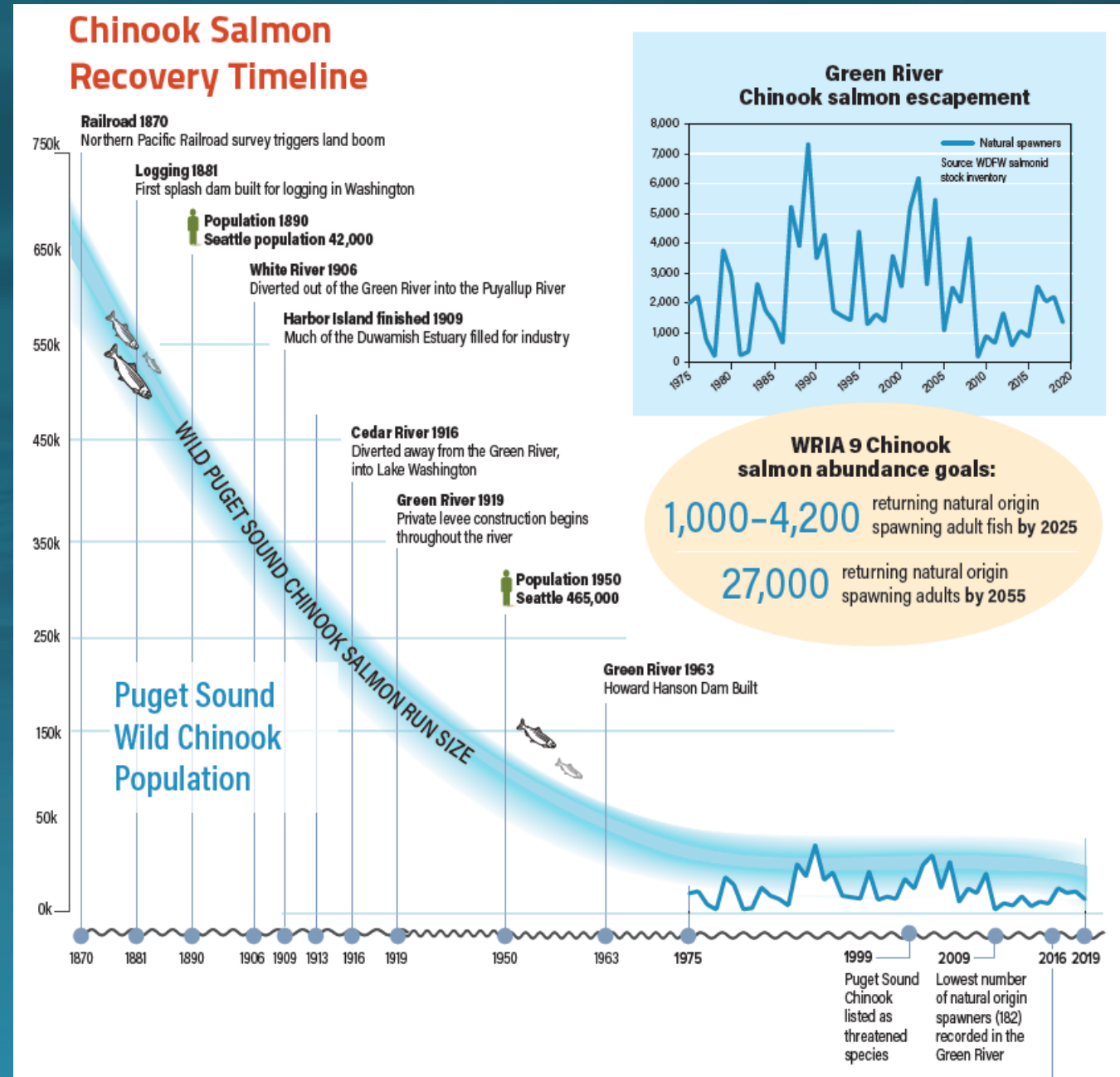
Goal: Provide Council context for consideration of 2026-2035
Interlocal Agreement (ILA) Renewal

- I. Salmon Recovery Context
- II. Salmon Habitat Plan
- III. ILA Overview / Timeline
- IV. Funding & Accomplishments



Salmon Recovery Timeline

- 1999 Chinook salmon ESA listed
- 2000 Shared Strategy collaborative
- 2001 First interlocal watershed forums
- 2005 Green/Duwamish Salmon Habitat Plan
- 2007 Puget Sound Salmon Recovery Plan
- 2021 Green/Duwamish Plan Update



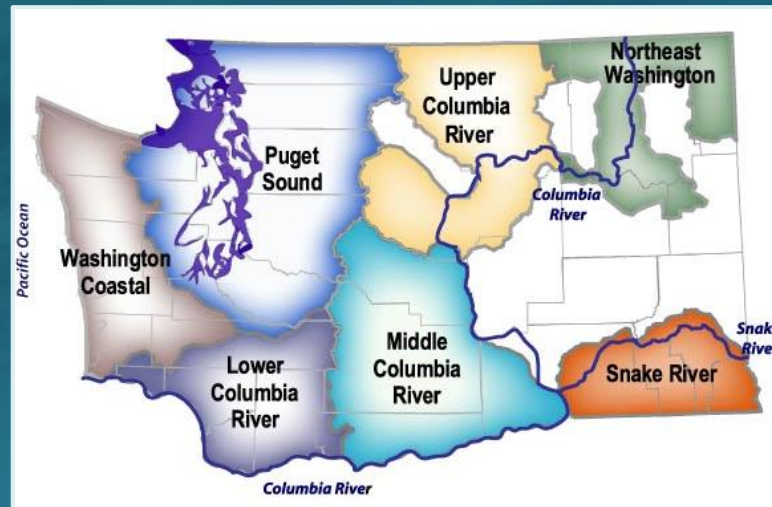
Salmon Recovery Framework



WASHINGTON STATE
RECREATION AND CONSERVATION OFFICE
Governor's Salmon
Recovery Office

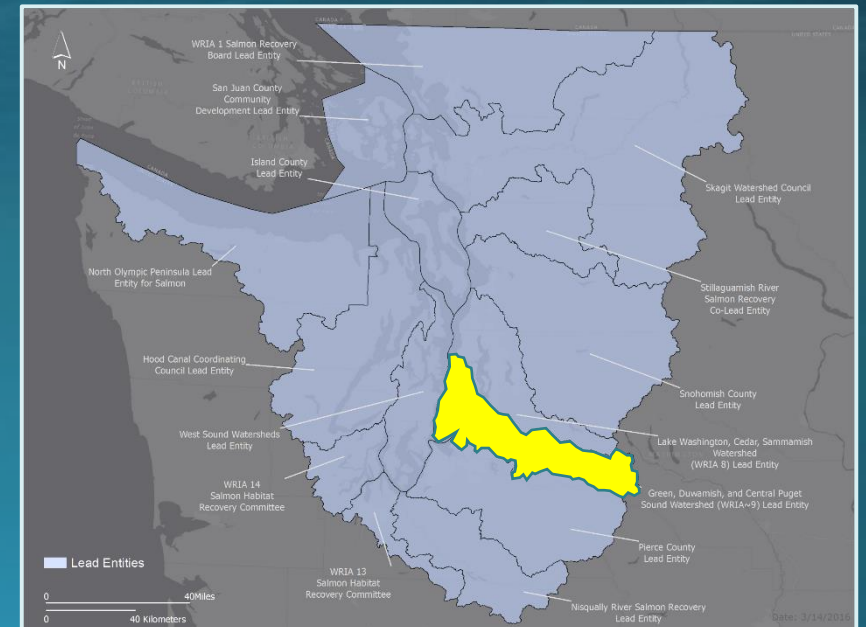
8 Regions

Puget Sound Partnership



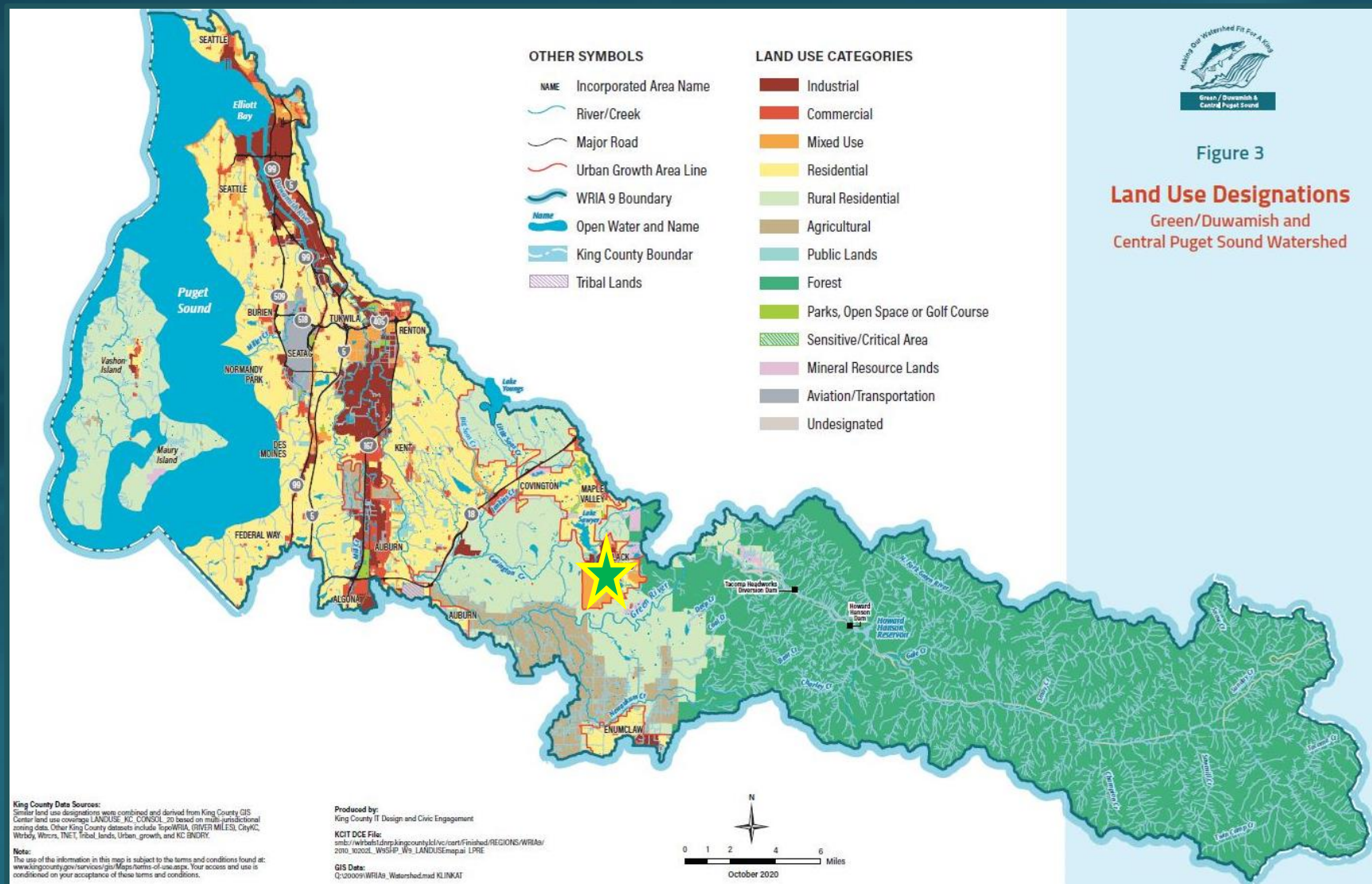
15 Lead Entities

WRIAs 8/9



NOAA Fisheries
(Fed. Gov't)

WRIA 9 - Watershed-Based Approach



Salmon Habitat Plan

Chinook salmon status assessment

Best available science

Habitat goals

Recovery strategies

Capital project list

Monitoring & Adaptive Management

Salmon Habitat Plan 2021 Update



MAKING OUR WATERSHED FIT FOR A KING



GREEN/DUWAMISH AND
CENTRAL PUGET SOUND WATERSHED
Water Resource Inventory Area 9 (WRIA 9)

Approved by the WRIA 9 Watershed Ecosystem Forum on
February 11, 2021



WRIA 9 Watershed Ecosystem Forum

WRIA 9 ILA 2026-2035

- ✓ Implementation & Adaptive Management of Salmon Habitat Plan
- ✓ Governance Structure – Watershed Ecosystem Forum
- ✓ Funding Mechanism
- ✓ Annual Work Plan & Budget
- ✓ 2001-2006, 2007-2015, 2016-2025



2026-2035 ILA Timeline

Winter 2024	Early coordination across WRIA 8/9
Spring 2024	Review approach with partners
Summer 2024	Draft ILA partner comment period
September 2024	Optional attorney conference call
Fall/Winter 2024	Watershed Ecosystem Forum Approval
Spring-September 2025	Partner approval / Execution

2025 WRIA 9 Work Plan

Watershed Coordination

- Watershed Ecosystem Forum

Project Coordination & Implementation

- Funding strategy & annual grant round

Monitoring & Adaptive Management

- Implementation Technical Committee

Stewardship Services

- Coordination & project development



Fenster Levee Setback, Auburn

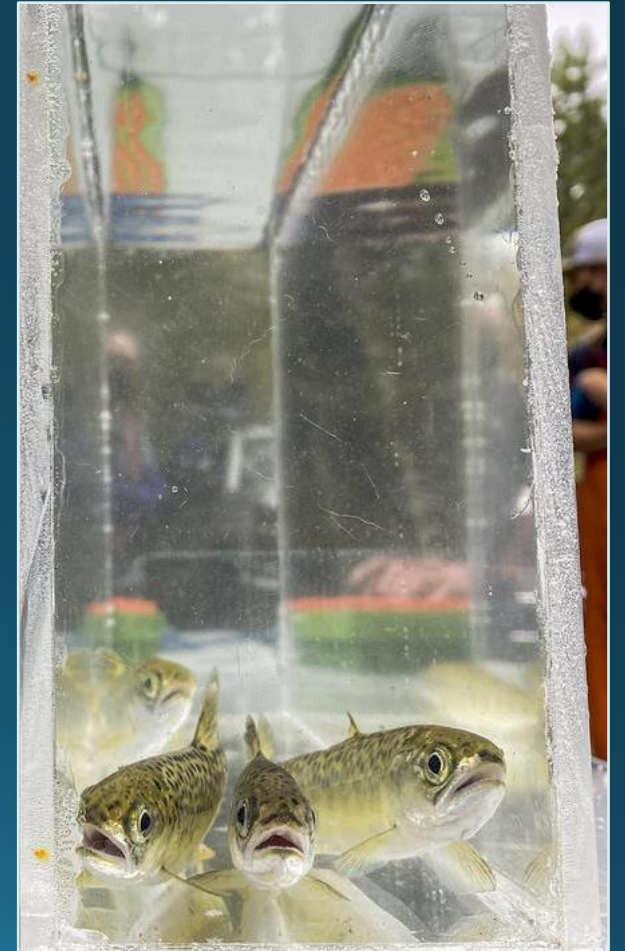
Salmon Recovery Funding

ILA Funding

- \$606,781 (\$7,246 Black Diamond)
- Cost Share= Ave (% population + Assessed Value +Area)

Grant Funding

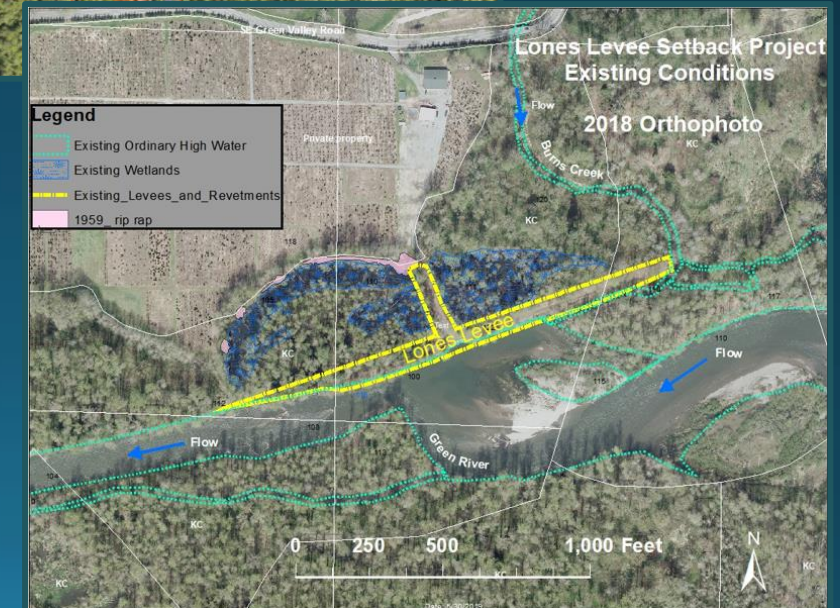
- \$4.2 Million Cooperative Watershed Management (Flood Control District)
 - Large Capital (>65%), Regreen (15%), Research/Monitoring (10%), Outreach & Education (5%), Implementation Fund (5%)
- \$1.1 Million Puget Sound Acquisition & Restoration
- \$300,000 Salmon Recovery Funding Board



Accomplishments

>\$200 Million of leveraged investments

- ~3.5 miles of levee setback
- >500 acres revegetated
- ~4.5 miles marine shoreline conserved
- 1 mile of marine shoreline armor removed



Čakwab Levee Setback

Questions?

WRIA 9 Staff

Matt Goehring, Salmon Recovery Manager
mgoehring@kingcounty.gov | (206) 263-6826



Suzanna Smith, Habitat Projects Coordinator



Iris Kemp, Technical Coordinator



Renee Leichter, Administrative Coordinator





CERTIFICATION

Finance Committee: Meeting July 31, 2025
Council Date: August 7, 2025

Check No.'s / EFT	Batch Name	Check / EFT Date	Amount
V56001 & 56297	July 2025 - 2nd Early Batch	07/22/25	\$ -
56298 - 56369	July 2025 -3rd Regular Batch	08/08/25	\$ 436,263.69
56370 - 56372	August 2025 - 1st Regular Batch	08/08/25	\$ 23,112.16
TOTAL: \$			459,375.85

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

Xavier Mason, Finance Director

Carol Benson, Mayor

DATE:

DATE



Register

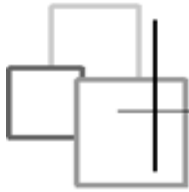
Fiscal: 2025

Deposit Period: 2025 - August, 2025 - July

Check Period: 2025 - August 2025 - Regular Batch 1, 2025 - July - July 2025 - Early Batch 2, 2025 - July - July 2025 - Regular Batch 3

Number	Name	Print Date	Clearing Date	Amount
Umpqua Bank Check	4026			
<u>56297</u>	Bitco Software LLC	7/22/2025		\$13,491.20
<u>56298</u>	AHBL, Inc.	8/8/2025		\$16,486.75
<u>56299</u>	Alsco	8/8/2025		\$248.15
<u>56300</u>	Aramco	8/8/2025		\$95.61
<u>56301</u>	Art Gamblin Motors	8/8/2025		\$111.33
<u>56302</u>	Asphalt Patch Systems, Inc.	8/8/2025		\$14,579.20
<u>56303</u>	AT&T Mobility: First Net	8/8/2025		\$3,544.70
<u>56304</u>	BHC Consultants, LLC	8/8/2025		\$29,494.90
<u>56305</u>	Black Diamond Auto Parts	8/8/2025		\$134.90
<u>56306</u>	Black Diamond Municipal Court	8/8/2025		\$352.00
<u>56307</u>	Bryant's Tractor & Mower Inc.	8/8/2025		\$2,457.79
<u>56308</u>	CenturyLink (WA)	8/8/2025		\$673.52
<u>56309</u>	CHS/Cenex Inc	8/8/2025		\$6,860.63
<u>56310</u>	City of Black Diamond/Retained Funds	8/8/2025		\$5,167.50
<u>56311</u>	City of Enumclaw	8/8/2025		\$6,725.06
<u>56312</u>	Clair Kintanar	8/8/2025		\$480.00
<u>56313</u>	Confidential Data Disposal	8/8/2025		\$90.00
<u>56314</u>	Elwalu LLC (Elephant Car Wash)	8/8/2025		\$83.09
<u>56315</u>	Enumclaw School District	8/8/2025		\$51,245.00
<u>56316</u>	Esri	8/8/2025		\$17,408.00
<u>56317</u>	FCS Group	8/8/2025		\$7,325.00
<u>56318</u>	First Responder Outfitters - TAC	8/8/2025		\$225.75
<u>56319</u>	Fugate Ford	8/8/2025		\$886.09
<u>56320</u>	Future Vision Programs, Inc	8/8/2025		\$180.00
<u>56321</u>	Grindline Skateparks	8/8/2025		\$33,613.25
<u>56322</u>	Gunderson Law Firm	8/8/2025		\$6,350.00
<u>56323</u>	Honey Bucket/Northwest Cascade Inc.	8/8/2025		\$933.00
<u>56324</u>	Inline Security Fence LLC	8/8/2025		\$32,314.10
<u>56325</u>	Johnsons Home & Garden	8/8/2025		\$153.95
<u>56326</u>	Kelley Create Co	8/8/2025		\$2,738.23
<u>56327</u>	Kendrick Equipment USA LLC	8/8/2025		\$1,025.90
<u>56328</u>	Kevin O'Neill	8/8/2025		\$386.97
<u>56329</u>	King County Finance	8/8/2025		\$22,642.55
<u>56330</u>	Lakeside Industries	8/8/2025		\$208.95
<u>56331</u>	Language Line Services, Inc.	8/8/2025		\$132.60
<u>56332</u>	Mackenzie Engineering Inc	8/8/2025		\$3,952.50

Number	Name	Print Date	Clearing Date	Amount
<u>56333</u>	Madrona Law Group LLC	8/8/2025		\$22,740.00
<u>56334</u>	Maple Valley Signs, LLC	8/8/2025		\$201.47
<u>56335</u>	Maria Moscoso	8/8/2025		\$140.00
<u>56336</u>	Matzke Polygraph, LLC	8/8/2025		\$250.00
<u>56337</u>	McDonough & Sons, Inc.	8/8/2025		\$2,477.38
<u>56338</u>	Mehrnaz Ighani	8/8/2025		\$240.00
<u>56339</u>	Mountain View Fire & Rescue	8/8/2025		\$780.18
<u>56340</u>	NC The Cat Rental Store	8/8/2025		\$628.59
<u>56341</u>	NeoGov	8/8/2025		\$2,720.00
<u>56342</u>	Northwest Parking Equipment Co.	8/8/2025		\$1,097.18
<u>56343</u>	Office Products Nationwide	8/8/2025		\$202.48
<u>56344</u>	Orkin Commercial Services	8/8/2025		\$79.45
<u>56345</u>	Palmer Coking Coal Company	8/8/2025		\$926.07
<u>56346</u>	Pape Machinery	8/8/2025		\$299.80
<u>56347</u>	Parametrix, Inc.	8/8/2025		\$74,589.15
<u>56348</u>	Public Safety Testing, Inc	8/8/2025		\$248.00
<u>56349</u>	Raedeke Associates Inc	8/8/2025		\$1,172.50
<u>56350</u>	RH2 Engineering Inc.	8/8/2025		\$26,375.39
<u>56351</u>	Seattle Times	8/8/2025		\$1,138.50
<u>56352</u>	Secure Court Solutions LLC	8/8/2025		\$520.00
<u>56353</u>	Shay Stoneworks	8/8/2025		\$1,229.44
<u>56354</u>	Somer Johnson	8/8/2025		\$2,500.00
<u>56355</u>	South Correctional Entity	8/8/2025		\$213.17
<u>56356</u>	State Auditor's Office	8/8/2025		\$417.30
<u>56357</u>	Summit Law Group, PLLC	8/8/2025		\$1,891.50
<u>56358</u>	Third Ave Eco Wash	8/8/2025		\$245.00
<u>56359</u>	Thomson Reuters - West	8/8/2025		\$237.17
<u>56360</u>	TRM Wood Products Co. Inc.	8/8/2025		\$94.30
<u>56361</u>	United Business Machines of WA Inc	8/8/2025		\$79.86
<u>56362</u>	Utilities Underground Location Center	8/8/2025		\$90.45
<u>56363</u>	Valley Communications Center	8/8/2025		\$9,281.88
<u>56364</u>	Valley Defenders	8/8/2025		\$5,750.00
<u>56365</u>	VenTek International	8/8/2025		\$180.00
<u>56366</u>	Vision Municipal Solutions, LLC	8/8/2025		\$1,665.92
<u>56367</u>	Washington State Patrol	8/8/2025		\$33.00
<u>56368</u>	Washington State Treasurer	8/8/2025		\$799.00
<u>56369</u>	Williams Scotsman, Inc.	8/8/2025		\$5,422.59
<u>56370</u>	CIVICPLUS	8/8/2025		\$3,998.41
<u>56371</u>	Pye-Barker Fire & Safety LLC	8/8/2025		\$4,471.29
<u>56372</u>	Sorci Family LLC	8/8/2025		\$14,642.46
<u>V56001</u>	Bitco Software LLC	7/22/2025		(\$13,491.20)
		Total	Check	\$459,375.85
		Total	4026	\$459,375.85
		Grand Total		\$459,375.85



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
AHBL, Inc.				
	56298	6/30/2025	2025 - July - July 2025 - Regular Batch 3	
	153202			
		Service - June 2025; CD		
		001-000-240-558-60-41-01	PLN: Prof Serv - Long Range Planning	\$8,787.50
		CD On-Call Planning Services		
	Total 153202			\$8,787.50
	56298	6/30/2025	2025 - July - July 2025 - Regular Batch 3	
	153226			
		Service - June 2025; CD		
		310-000-038-594-58-62-00	Comp PI Update-State DOE Grant	\$7,699.25
		BD 2024 Comp Plan Periodic Update		
	Total 153226			\$7,699.25
	Total 56298			\$16,486.75
Total AHBL, Inc.				\$16,486.75
Alsco				
	56299	7/8/2025	2025 - July - July 2025 - Regular Batch 3	
	LTAC1123632			
		Service - 07/08/25		
		999-000-004-000-00-31-04	4-Uniform Allowance	\$122.44
		Uniform Service		
	Total LTAC1123632			\$122.44
	56299	7/15/2025	2025 - July - July 2025 - Regular Batch 3	
	LTAC1124631			
		Service - 07/15/25		
		999-000-004-000-00-31-04	4-Uniform Allowance	\$125.71
		Uniform Service		
	Total LTAC1124631			\$125.71
	Total 56299			\$248.15
Total Alsco				\$248.15

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
AramSCO				
	56300	7/1/2025	2025 - July - July 2025 - Regular Batch 3	
	S7143960.001			
		Supplies - STRT		
		101-000-000-542-64-31-01	STRT: Street Signs	\$95.61
		Lot Full Sign		
	Total S7143960.001			\$95.61
	Total 56300			\$95.61
Total AramSCO				\$95.61
Art Gamblin Motors				
	56301	7/11/2025	2025 - July - July 2025 - Regular Batch 3	
	105229			
		Service - July 2025		
		001-000-246-558-70-48-01	MDRT: Vehicle Repair & Maintenance	\$111.33
		Oil Change		
	Total 105229			\$111.33
	Total 56301			\$111.33
Total Art Gamblin Motors				\$111.33
Asphalt Patch Systems, Inc.				
	56302	7/1/2025	2025 - July - July 2025 - Regular Batch 3	
	56432R			
		Service - Concrete Repairs		
		320-000-045-595-30-41-00	Ashpalt Overlay Const Costs	\$14,579.20
		Concrete Repairs		
	Total 56432R			\$14,579.20
	Total 56302			\$14,579.20
Total Asphalt Patch Systems, Inc.				\$14,579.20
AT&T Mobility: First Net				
	56303	7/5/2025	2025 - July - July 2025 - Regular Batch 3	
	287294109909X07132025			
		Service - June 2025		
		001-000-110-511-60-42-00	COUNC: Communications	\$35.45
		Cell Service; COUNC		
		001-000-120-512-51-42-00	CRT: Telephone / DSL / Radios / Air Cards	\$136.12
		Cell Service; CRT		
		001-000-130-513-10-42-00	MAYOR: Telephone/DSL	\$35.45
		Cell Service; MAYOR		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
		001-000-145-518-80-42-04 Cell Service; IT	IT: Telephone / DSL / Radios / Air Cards	\$363.69
		001-000-180-518-50-42-00 Cell Service; CEN SVS	CEN SVCS: Phones / DSL / Radios / Air Cards	\$407.64
		001-000-214-521-20-42-00 Cell Service; PD	PD: Telephone / DSL / Radios / Air Cards	\$1,283.18
		001-000-240-558-51-42-00 Cell Service; COM DEV	COM DEV: Telephone / DSL / Radios / Air Cards	\$272.94
		001-000-246-558-70-42-00 Cell Service; MDRT	MDRT: Telephone / DSL / Radios / Air Cards	\$181.49
		001-000-270-576-80-42-00 Cell Service; PRK	PRK: Telephone / DSL / Radios / Air Cards	\$64.35
		001-000-280-536-20-42-00 Cell Service; CEM	CEM: Telephone / DSL / Radios / Air Cards	\$14.45
		101-000-000-542-30-42-00 Cell Service; STRT	STRT: Telephone / DSL / Radios / Air Cards	\$158.93
		401-000-000-534-80-42-00 Cell Service; WTR	WTR: Telephone / DSL / Radios / Air Cards	\$173.36
		404-000-010-534-80-41-00 Cell Service; SCADA	SCADA/Telemetry Prof Svs	\$70.89
		407-000-000-535-80-42-00 Cell Service; SWR	SWR: Telephone / DSL / Radios / Air Cards	\$173.38
		410-000-000-531-10-42-00 Cell Service; STRM	STRM: Telephone / DSL / Radios / Air Cards	\$173.38
		Total 287294109909X07132025		\$3,544.70
	Total 56303			\$3,544.70
	Total AT&T Mobility: First Net			\$3,544.70
BHC Consultants, LLC				
	56304	7/17/2025	2025 - July - July 2025 - Regular Batch 3	
	0023104			
		Service - June 2025		
		001-000-240-558-51-41-01 Building Inspection/Official Services	COM DEV: Prof Svs. Extra consultant Exp	\$29,494.90
		Total 0023104		\$29,494.90
	Total 56304			\$29,494.90
	Total BHC Consultants, LLC			\$29,494.90

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Bitco Software LLC				
	56297	5/1/2025	2025 - July - July 2025 - Early Batch 2	
	1118 (reissue)			
		Service - 2025 (annual)		
		001-000-240-558-51-41-05	COM DEV: Permit Software Maintenance	\$13,491.20
		PermitTrax Annual Maintenance Fee (reissue for payment lost in mail)		
	Total 1118 (reissue)			\$13,491.20
	Total 56297			\$13,491.20
	V56001	7/22/2025	2025 - July - July 2025 - Early Batch 2	
	V1118			
		Void - Check Lost in Mail		
		001-000-240-558-51-41-05	COM DEV: Permit Software Maintenance	(\$13,491.20)
		Void check, check lost in mail		
	Total V1118			(\$13,491.20)
	Total V56001			(\$13,491.20)
	Total Bitco Software LLC			\$0.00
Black Diamond Auto Parts				
	56305	6/10/2025	2025 - July - July 2025 - Regular Batch 3	
	477716			
		Supplies - PRK		
		001-000-270-576-80-48-02	PRK: Equipment Maintenance & Repairs	\$28.29
		Belts		
	Total 477716			\$28.29
	56305	6/23/2025	2025 - July - July 2025 - Regular Batch 3	
	477864			
		Supplies - PRK		
		001-000-270-576-80-48-02	PRK: Equipment Maintenance & Repairs	\$31.55
		Belts		
	Total 477864			\$31.55
	56305	6/25/2025	2025 - July - July 2025 - Regular Batch 3	
	477874			
		Supplies - PRK		
		999-000-006-000-00-48-01	6-Vehicle Repair & Maintenance	\$75.06
		Pin, Ball, Hitch		
	Total 477874			\$75.06
	Total 56305			\$134.90
	Total Black Diamond Auto Parts			\$134.90

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Black Diamond Municipal Court				
	56306	7/14/2025	2025 - July - July 2025 - Regular Batch 3	
	BDMC 07/14/25			
		Remittance - PD to CT		
		001-000-210-342-10-01-00	PD: Traffic School Fee	\$176.00
		Customer paid PD by accident, remitting to court.		
	Total BDMC 07/14/25			\$176.00
	56306	7/23/2025	2025 - July - July 2025 - Regular Batch 3	
	BDMC 07/23/25			
		Remittance - PD to CT		
		001-000-210-342-10-01-00	PD: Traffic School Fee	\$176.00
		Customer paid PD by accident, remitting to court.		
	Total BDMC 07/23/25			\$176.00
	Total 56306			\$352.00
	Total Black Diamond Municipal Court			\$352.00
Bryant's Tractor & Mower Inc.				
	56307	7/3/2025	2025 - July - July 2025 - Regular Batch 3	
	321326			
		Supplies - PW		
		999-000-006-000-00-48-01	6-Vehicle Repair & Maintenance	\$2,457.79
		Mower Parts		
	Total 321326			\$2,457.79
	Total 56307			\$2,457.79
	Total Bryant's Tractor & Mower Inc.			\$2,457.79
CenturyLink (WA)				
	56308	7/12/2025	2025 - July - July 2025 - Regular Batch 3	
	Century Link 06/2025			
		Service - June 2025		
		401-000-000-534-80-42-00	WTR: Telephone / DSL / Radios / Air Cards	\$378.03
		Internet/Phone Service - Water Facilities		
		407-000-000-535-80-42-00	SWR: Telephone / DSL / Radios / Air Cards	\$295.49
		Internet/Phone Service - Sewer Facilities		
	Total Century Link 06/2025			\$673.52
	Total 56308			\$673.52
	Total CenturyLink (WA)			\$673.52

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
CHS/Cenex Inc				
	56309	6/30/2025	2025 - July - July 2025 - Regular Batch 3	
	CHS/Cenex 124244 06/2025			
	Supplies - June 2025; CH			
	001-000-215-521-10-32-00		PD: Marine Fuel - VRF	\$160.01
	Fuel Charges; VRF			
	001-000-246-558-70-32-00		MDRT: Fuel	\$376.21
	Fuel Charges; MDRT			
	001-000-270-576-80-32-00		PRK: Fuel	\$114.04
	Fuel Charges; PRK			
	001-000-280-536-20-32-00		CEM: Fuel	\$57.02
	Fuel Charges; CEM			
	101-000-000-543-50-32-00		STRT: Fuel	\$627.24
	Fuel Charges; STRT			
	401-000-000-534-80-32-00		WTR: Fuel	\$684.28
	Fuel Charges; WTR			
	407-000-000-535-80-32-00		SWR: Fuel	\$684.26
	Fuel Charges; SWR			
	410-000-000-531-10-32-00		STRM: Fuel	\$684.26
	Fuel Charges; STRM			
	Total CHS/Cenex 124244 06/2025			\$3,387.32
	56309	6/30/2025	2025 - July - July 2025 - Regular Batch 3	
	CHS/Cenex 128275 06/2025			
	Supplies - June 2025; PD			
	001-000-210-521-10-32-00		PD: Fuel	\$3,473.31
	Fuel Charges; PD			
	Total CHS/Cenex 128275 06/2025			\$3,473.31
	Total 56309			\$6,860.63
	Total CHS/Cenex Inc			\$6,860.63

City of Black Diamond/Retained Funds

	56310	6/5/2025	2025 - July - July 2025 - Regular Batch 3	
	1729 Retainage			
	Retainage - Inline Security Fence			
	320-000-046-594-18-63-00		PW Facility Improvements	\$3,772.27
	Retainage - Public Works Fence Project; PW			
	401-000-000-534-80-48-03		WTR: System Repair & Maint-Ext/Int	\$465.08
	Retainage - Public Works Fence Project; WTR			
	410-000-000-531-10-48-03		STRM: System Repair & Maintenance	\$930.15

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Retainage - Public Works Fence Project; STRM	
	Total 1729 Retainage			\$5,167.50
	Total 56310			\$5,167.50
	Total City of Black Diamond/Retained Funds			\$5,167.50
City of Enumclaw				
	56311	7/9/2025	2025 - July - July 2025 - Regular Batch 3	
	07227			
	Service - Q2 2025			
	001-000-211-523-60-49-00		PD: Jail Costs	\$6,725.06
	Jailing Costs			
	Total 07227			\$6,725.06
	Total 56311			\$6,725.06
	Total City of Enumclaw			\$6,725.06
CIVICPLUS				
	56370	9/17/2025	2025 - August - August 2025 - Regular Batch 1	
	#342388			
	Service - 09/2025-09/2026			
	001-000-145-518-80-41-07		IT: CivicPlus-CityClerk Svs Chg.	\$3,998.41
	Agenda and Meeting Management - Standard			
	Total #342388			\$3,998.41
	Total 56370			\$3,998.41
	Total CIVICPLUS			\$3,998.41
Clair Kintanar				
	56312	5/28/2025	2025 - July - July 2025 - Regular Batch 3	
	C Kintanar 05/28/25			
	Service - May 2025			
	001-000-120-512-51-41-02		CRT: Protem Judge	\$480.00
	Pro Tem Judge Service			
	Total C Kintanar 05/28/25			\$480.00
	Total 56312			\$480.00
	Total Clair Kintanar			\$480.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Confidential Data Disposal				
56313	22944413	7/8/2025	2025 - July - July 2025 - Regular Batch 3	
		Service - July 2025; CH		
		001-000-180-518-50-49-05	CEN SVCS: Shredding Services	\$45.00
			Document Shredding Services; CEN SVS	
	Total 22944413			\$45.00
56313	22944414	7/8/2025	2025 - July - July 2025 - Regular Batch 3	
		Service - July 2025; PD		
		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 22944414			\$45.00
	Total 56313			\$90.00
Total Confidential Data Disposal				\$90.00
Elwalu LLC (Elephant Car Wash)				
56314	2106	6/30/2025	2025 - July - July 2025 - Regular Batch 3	
		Service - June 2025		
		001-000-210-521-10-48-01	PD: Vehicle/Eq. Mtc. & Repair	\$83.09
			Oil Change	
	Total 2106			\$83.09
	Total 56314			\$83.09
Total Elwalu LLC (Elephant Car Wash)				\$83.09
Enumclaw School District				
56315	ESD 06/2025	6/30/2025	2025 - July - July 2025 - Regular Batch 3	
		Remittance - June 2025		
		111-000-100-518-65-49-01	Enumclaw School Mitigation Fees MPD Single-Fam	\$51,245.00
			MPD Single Fam	
	Total ESD 06/2025			\$51,245.00
	Total 56315			\$51,245.00
Total Enumclaw School District				\$51,245.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Esri				
	56316	7/22/2025	2025 - July - July 2025 - Regular Batch 3	
	900063842			
		Service - 09/2025-09/2026		
		001-000-240-558-51-42-02	COM DEV: Annual GIS License & Mtc.	\$4,352.00
			GIS Software Subscription/Maintenance; CD	
		001-000-240-558-60-41-03	PLN: Prof Svs-GIS	\$4,352.00
			GIS Software Subscription/Maintenance; PLN	
		101-000-000-542-30-41-06	STRT: Prof Serv- GIS & Misc	\$2,176.00
			GIS Software Subscription/Maintenance; STRT	
		401-000-000-534-80-41-10	WTR: Prof Service-GIS	\$2,176.00
			GIS Software Subscription/Maintenance; WTR	
		407-000-000-535-80-41-01	SWR: Prof Srvs-GIS & other review	\$2,176.00
			GIS Software Subscription/Maintenance; SWR	
		410-000-000-531-10-42-03	GPS Subscription & Costs	\$2,176.00
			GIS Software Subscription/Maintenance; STRM	
	Total 900063842			\$17,408.00
	Total 56316			\$17,408.00
Total Esri				\$17,408.00
FCS Group				
	56317	6/30/2025	2025 - July - July 2025 - Regular Batch 3	
	3647-22506034			
		Service - June 2025		
		310-000-036-522-10-41-00	CEN SERV - Fiscal & Fire Analysis	\$7,325.00
			Fire Service Study	
	Total 3647-22506034			\$7,325.00
	Total 56317			\$7,325.00
Total FCS Group				\$7,325.00
First Responder Outfitters - TAC				
	56318	7/22/2025	2025 - July - July 2025 - Regular Batch 3	
	20301-3			
		Supplies - PD		
		001-000-210-521-10-31-04	PD: Uniform Allowance	\$225.75
			Shirt, Arm Patches, Pants	
	Total 20301-3			\$225.75
	Total 56318			\$225.75
Total First Responder Outfitters - TAC				\$225.75

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Fugate Ford				
	56319	7/15/2025	2025 - July - July 2025 - Regular Batch 3	
	497491			
		Service - July 2025		
		001-000-210-521-10-48-01	PD: Vehicle/Eq. Mtc. & Repair	\$886.09
		Transmission Service		
	Total 497491			\$886.09
	Total 56319			\$886.09
	Total Fugate Ford			\$886.09
Future Vision Programs, Inc				
	56320	6/30/2025	2025 - July - July 2025 - Regular Batch 3	
	FVP 06/2025			
		Service - May & June 2025		
		001-000-121-512-51-41-05	CRT: AOC-Therapeutic Grant 07/01/2024 - 06/30/2025	\$180.00
		Substance Abuse Treatment Services		
	Total FVP 06/2025			\$180.00
	Total 56320			\$180.00
	Total Future Vision Programs, Inc			\$180.00
Grindline Skateparks				
	56321	6/30/2025	2025 - July - July 2025 - Regular Batch 3	
	6620			
		Service - Payment Application 10		
		310-000-037-594-76-64-00	Skate Park: Construction	\$33,613.25
		Construction Phase 10		
	Total 6620			\$33,613.25
	Total 56321			\$33,613.25
	Total Grindline Skateparks			\$33,613.25
Gunderson Law Firm				
	56322	6/26/2025	2025 - July - July 2025 - Regular Batch 3	
	1499			
		Service - June 2025		
		001-000-121-512-51-41-05	CRT: AOC-Therapeutic Grant 07/01/2024 - 06/30/2025	\$750.00
		Prosecution Services - Community Court		
		001-000-151-515-41-41-04	CRT - Legal - Pros Attorney	\$5,600.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Prosecution Services - Mainstream Court	
	Total 1499			\$6,350.00
	Total 56322			\$6,350.00
Total Gunderson Law Firm				\$6,350.00
Honey Bucket/Northwest Cascade Inc.				
	56323	7/8/2025	2025 - July - July 2025 - Regular Batch 3	
	0554972700			
		Service - July 2025; 25235 Park St		
		001-000-270-576-80-31-03	PRK: Portable Restroom Facility	\$472.50
		Portable Restroom Facility Service		
	Total 0554972700			\$472.50
	56323	7/15/2025	2025 - July - July 2025 - Regular Batch 3	
	0554985699			
		Service - July 2025; 22698 SE 296th St		
		001-000-270-575-70-41-02	Lake Sawyer: Portable Restroom Facility	\$264.50
		Portable Restroom Facility Service		
	Total 0554985699			\$264.50
	56323	7/15/2025	2025 - July - July 2025 - Regular Batch 3	
	0554985700			
		Service - July 2025; 31500 Lake Sawyer Rd		
		001-000-270-575-70-41-02	Lake Sawyer: Portable Restroom Facility	\$98.00
		Portable Restroom Facility Service		
	Total 0554985700			\$98.00
	56323	7/15/2025	2025 - July - July 2025 - Regular Batch 3	
	0554985701			
		Service - July 2025; 23242 SE 312th St		
		001-000-270-575-70-41-02	Lake Sawyer: Portable Restroom Facility	\$98.00
		Portable Restroom Facility Service		
	Total 0554985701			\$98.00
	Total 56323			\$933.00
Total Honey Bucket/Northwest Cascade Inc.				\$933.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Inline Security Fence LLC				
	56324	6/5/2025	2025 - July - July 2025 - Regular Batch 3	
	1729			
			Service - 06/03/25 (less retainage)	
		320-000-046-594-18-63-00	PW Facility Improvements	\$23,540.80
			Public Works Fence Project; PW	
		401-000-000-534-80-48-03	WTR: System Repair & Maint-Ext/Int	\$2,757.76
			Public Works Fence Project; WTR	
		410-000-000-531-10-48-03	STRM: System Repair & Maintenance	\$6,015.54
			Public Works Fence Project; STRM	
	Total 1729			\$32,314.10
	Total 56324			\$32,314.10
Total Inline Security Fence LLC				\$32,314.10
Johnsons Home & Garden				
	56325	7/2/2025	2025 - July - July 2025 - Regular Batch 3	
	488014			
			Supplies - PW	
		999-000-006-000-00-31-00	6-Shared Office & Operating Supplies	\$104.48
			Ant Killer, Hardware, Safety Glasses	
	Total 488014			\$104.48
	56325	7/8/2025	2025 - July - July 2025 - Regular Batch 3	
	488108			
			Supplies - PRK	
		310-000-039-594-75-62-00	CIP - Dock & Boat Shelter Cost	\$41.36
			Turnbuckle	
	Total 488108			\$41.36
	56325	7/22/2025	2025 - July - July 2025 - Regular Batch 3	
	488399			
			Supplies - PW	
		310-000-039-594-75-62-00	CIP - Dock & Boat Shelter Cost	\$8.11
			Hardware	
	Total 488399			\$8.11
	Total 56325			\$153.95
Total Johnsons Home & Garden				\$153.95

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Kelley Create Co				
	56326	7/7/2025	2025 - July - July 2025 - Regular Batch 3	
	IN2018042			
		Service - Q2 2025		
		001-000-180-518-50-45-03	CEN SVCS: Copier Costs	\$383.73
			Copier Overage Costs - CH	
		001-000-210-521-10-45-03	PD: Copier Costs	\$107.55
			Copier Overage Costs - PD	
		001-000-240-558-51-45-03	COM DEV: Copier Costs	\$0.00
			Copier Overage Costs - CD	
		001-000-248-518-20-45-03	MDRT: Copier Costs	\$86.46
			Copier Overage Costs - MDRT	
		001-000-254-518-21-45-04	MOD: Copier Costs	\$2,073.07
			Copier Overage Costs - AD	
		101-000-000-542-30-45-03	STRT: Copier Costs	\$21.86
			Copier Overage Costs - STRT	
		401-000-000-534-80-45-03	WTR: Copier Costs	\$21.84
			Copier Overage Costs - WTR	
		407-000-000-535-80-45-03	SWR: Copier Costs	\$21.86
			Copier Overage Costs - SWR	
		410-000-000-531-10-45-03	STRM: Copier Costs	\$21.86
			Copier Overage Costs - STRM	
	Total IN2018042			\$2,738.23
	Total 56326			\$2,738.23
	Total Kelley Create Co			\$2,738.23
Kendrick Equipment USA LLC				
	56327	6/3/2025	2025 - July - July 2025 - Regular Batch 3	
	U52711			
		Supplies - PW		
		999-000-006-000-00-48-01	6-Vehicle Repair & Maintenance	\$1,025.90
			Mower Blades	
	Total U52711			\$1,025.90
	Total 56327			\$1,025.90
	Total Kendrick Equipment USA LLC			\$1,025.90

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Kevin O'Neill				
	56328	6/25/2025	2025 - July - July 2025 - Regular Batch 3	
	K O'Neill 06/25/25			
		Reimbursement - Airline Ticket		
		001-000-135-513-11-43-00	ADMIN: Lodging, Meals & Mileage	\$386.97
		Reimbursement for Conference Airline Tickets		
	Total K O'Neill 06/25/25			\$386.97
	Total 56328			\$386.97
Total Kevin O'Neill				\$386.97
King County Finance				
	56329	6/30/2025	2025 - July - July 2025 - Regular Batch 3	
	142832			
		Service - June 2025		
		101-000-000-542-64-48-01	STRT: Traffic Signal Maintenance	\$484.68
		Road Work Services		
	Total 142832			\$484.68
	56329	6/30/2025	2025 - July - July 2025 - Regular Batch 3	
	143001			
		Service - June 2025		
		320-000-002-595-30-63-00	Street Preservation	\$523.57
		Overlay Program		
	Total 143001			\$523.57
	56329	7/8/2025	2025 - July - July 2025 - Regular Batch 3	
	2167489			
		Service - 2025 (annual)		
		001-000-182-554-30-41-00	Animal Control Prof Svcs	\$20,512.00
		Regional Animal Control Services		
	Total 2167489			\$20,512.00
	56329	7/22/2025	2025 - July - July 2025 - Regular Batch 3	
	2167585			
		Service - Q1 2025		
		001-000-182-564-00-49-01	KC Mental Health	\$513.30
		Liquor Excise Tax - DCHS Behavior Health & Recover Division		
	Total 2167585			\$513.30

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	56329	7/1/2025	2025 - July - July 2025 - Regular Batch 3	
	5005419			
		Service - 06/02/25		
		001-000-110-511-60-49-03	LEG - K. C. Filing Fees & Misc.	\$609.00
			RALS Auditor Filing/Recording	
	Total 5005419			\$609.00
	Total 56329			\$22,642.55
Total King County Finance				\$22,642.55
Lakeside Industries				
	56330	6/30/2025	2025 - July - July 2025 - Regular Batch 3	
	324666			
		Service - June 2025		
		101-000-000-542-30-48-00	STRT: Repair and Maintenance	\$208.95
			Asphalt Repair	
	Total 324666			\$208.95
	Total 56330			\$208.95
Total Lakeside Industries				\$208.95
Language Line Services, Inc.				
	56331	6/30/2025	2025 - July - July 2025 - Regular Batch 3	
	11646858			
		Service - June 2025		
		001-000-210-521-10-41-09	PD: Interpreter	\$132.60
			Interpreter Service	
	Total 11646858			\$132.60
	Total 56331			\$132.60
Total Language Line Services, Inc.				\$132.60
Mackenzie Engineering Inc				
	56332	7/14/2025	2025 - July - July 2025 - Regular Batch 3	
	1094172			
		Service - June 2025		
		310-000-002-594-18-62-10	CIP - Future Campus Planning	\$3,952.50
			Architectural Service	
	Total 1094172			\$3,952.50
	Total 56332			\$3,952.50
Total Mackenzie Engineering Inc				\$3,952.50

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Madrona Law Group LLC				
56333	13128	7/7/2025	2025 - July - July 2025 - Regular Batch 3	
		Service - June 2025; CD		
		001-000-150-515-41-41-40	Legal Svs Development Permits	\$105.00
			CD - Permit Legal Review	
	Total 13128			\$105.00
56333	13130	7/7/2025	2025 - July - July 2025 - Regular Batch 3	
		Service - June 2025; CEN SVCS		
		001-000-150-515-41-41-01	Legal Services-General Govt	\$9,166.00
			General City Attorney Services	
	Total 13130			\$9,166.00
56333	13131	7/7/2025	2025 - July - July 2025 - Regular Batch 3	
		Service - June 2025; CODE ENF		
		001-000-150-515-41-41-36	Legal - Code Enforcement	\$1,592.00
			Gokey LUPA	
	Total 13131			\$1,592.00
56333	13132	7/7/2025	2025 - July - July 2025 - Regular Batch 3	
		Service - June 2025; MDRT		
		001-000-150-515-41-41-40	Legal Svs Development Permits	\$1,225.00
			Oakpointe Services; CD	
		001-000-257-558-70-41-00	MDRT - Legal Services	\$7,035.00
			Oakpointe Services; MDRT	
	Total 13132			\$8,260.00
56333	13133	7/7/2025	2025 - July - July 2025 - Regular Batch 3	
		Service - June 2025; CLK		
		001-000-150-515-41-41-17	Legal - Public Disc/Oth	\$2,465.00
			PRR Advice	
	Total 13133			\$2,465.00
56333	13134	7/7/2025	2025 - July - July 2025 - Regular Batch 3	
		Service - June 2025; PW		
		101-000-000-542-30-41-15	STRT: Legal Costs	\$872.00
			PW - Permit Legal Review; STRT	

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
		401-000-000-534-80-41-04	WTR: Legal Svcs	\$35.00
		PW - Permit Legal Review; WTR		
		407-000-000-535-80-41-09	SWR: Legal Costs	\$35.00
		PW - Permit Legal Review; SWR		
	Total 13134			\$942.00
56333		7/7/2025	2025 - July - July 2025 - Regular Batch 3	
	13135			
		Service - June 2025; TDR		
		001-000-150-515-41-41-41	Legal Costs-TDR'S	\$105.00
		TDR Processing Services		
	Total 13135			\$105.00
56333		7/7/2025	2025 - July - July 2025 - Regular Batch 3	
	13149			
		Service - June 2025; CODE ENF		
		001-000-150-515-41-41-36	Legal - Code Enforcement	\$105.00
		Code Enforcement Services		
	Total 13149			\$105.00
Total 56333				\$22,740.00
Total Madrona Law Group LLC				\$22,740.00
Maple Valley Signs, LLC				
56334		7/17/2025	2025 - July - July 2025 - Regular Batch 3	
	18802			
		Supplies - PRK		
		310-000-037-594-76-64-00	Skate Park: Construction	\$201.47
		Skate Park Signs		
	Total 18802			\$201.47
Total 56334				\$201.47
Total Maple Valley Signs, LLC				\$201.47
Maria Moscoso				
56335		7/9/2025	2025 - July - July 2025 - Regular Batch 3	
	25008			
		Service - July 2025		
		001-000-120-512-51-41-04	CRT: Interpreter	\$140.00
		Interpreter Service		
	Total 25008			\$140.00
Total 56335				\$140.00
Total Maria Moscoso				\$140.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Matzke Polygraph, LLC				
	56336	7/3/2025	2025 - July - July 2025 - Regular Batch 3	
	7-3-25			
		Service - July 2025		
		001-000-213-521-10-41-04	PD: Civil Service-Hiring Evaluations	\$250.00
		Polygraph Test		
	Total 7-3-25			\$250.00
	Total 56336			\$250.00
	Total Matzke Polygraph, LLC			\$250.00
McDonough & Sons, Inc.				
	56337	4/30/2025	2025 - July - July 2025 - Regular Batch 3	
	283174			
		Service - April 2025		
		410-000-000-531-10-41-08	STRM: Street Sweeping	\$2,477.38
		Street Sweeping Services		
	Total 283174			\$2,477.38
	Total 56337			\$2,477.38
	Total McDonough & Sons, Inc.			\$2,477.38
Mehrnaz Ighani				
	56338	7/9/2025	2025 - July - July 2025 - Regular Batch 3	
	002			
		Service - July 2025		
		001-000-120-512-51-41-04	CRT: Interpreter	\$240.00
		Interpreter Service		
	Total 002			\$240.00
	Total 56338			\$240.00
	Total Mehnaz Ighani			\$240.00
Mountain View Fire & Rescue				
	56339	6/25/2025	2025 - July - July 2025 - Regular Batch 3	
	25-012			
		Service - May 2025		
		001-000-240-558-51-41-04	COM DEV: Fire Inspection & Plan Check	\$780.18
		Fire Marshal Services		
	Total 25-012			\$780.18
	Total 56339			\$780.18
	Total Mountain View Fire & Rescue			\$780.18

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
NC The Cat Rental Store				
	56340	7/3/2025	2025 - July - July 2025 - Regular Batch 3	
	T3800501			
		Supplies - PW		
		310-000-037-594-76-64-00	Skate Park: Construction	\$628.59
		Drum Roller Rental		
	Total T3800501			\$628.59
	Total 56340			\$628.59
	Total NC The Cat Rental Store			\$628.59
NeoGov				
	56341	7/2/2025	2025 - July - July 2025 - Regular Batch 3	
	INV-139437			
		Supplies - CEN SVCS		
		001-000-145-518-80-41-01	IT: Software Services	\$2,720.00
		Recruitment Software		
	Total INV-139437			\$2,720.00
	Total 56341			\$2,720.00
	Total NeoGov			\$2,720.00
Northwest Parking Equipment Co.				
	56342	7/1/2025	2025 - July - July 2025 - Regular Batch 3	
	034			
		Supplies - PRK		
		001-000-270-575-70-31-00	Lake Sawyer: Office & Operating Supplies	\$147.18
		Parking Pass Tickets		
		001-000-270-575-70-41-00	Lake Sawyer: Professional Services	\$950.00
		Annual Maintenance/Warranty		
	Total 034			\$1,097.18
	Total 56342			\$1,097.18
	Total Northwest Parking Equipment Co.			\$1,097.18
Office Products Nationwide				
	56343	7/2/2025	2025 - July - July 2025 - Regular Batch 3	
	1255656-1			
		Supplies - PD		
		001-000-210-521-10-31-00	PD: Office & Operating Supplies	\$202.48

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Paper, Tissue		
	Total 1255656-1			\$202.48
	Total 56343			\$202.48
	Total Office Products Nationwide			\$202.48
Orkin Commercial Services				
	56344	6/23/2025	2025 - July - July 2025 - Regular Batch 3	
	277795070			
		Service - 06/23/25		
		001-000-254-518-20-48-00	CH: BLD Repair & Maintenance	\$39.73
			Pest Control Services; CH	
		001-000-254-518-21-48-00	MOD: Bld Repairs & Maintenance	\$39.72
			Pest Control Services; MOD	
	Total 277795070			\$79.45
	Total 56344			\$79.45
	Total Orkin Commercial Services			\$79.45
Palmer Coking Coal Company				
	56345	6/26/2025	2025 - July - July 2025 - Regular Batch 3	
	95310			
		Supplies - PRK		
		310-000-037-594-76-64-00	Skate Park: Construction	\$414.27
			Crushed Gravel	
	Total 95310			\$414.27
	56345	6/27/2025	2025 - July - July 2025 - Regular Batch 3	
	95330			
		Supplies - PRK		
		310-000-037-594-76-64-00	Skate Park: Construction	\$251.95
			Crushed Gravel	
	Total 95330			\$251.95
	56345	6/30/2025	2025 - July - July 2025 - Regular Batch 3	
	95346			
		Supplies - PRK		
		310-000-037-594-76-64-00	Skate Park: Construction	\$259.85

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Crushed Gravel		
	Total 95346			\$259.85
	Total 56345			\$926.07
Total Palmer Coking Coal Company				\$926.07
Pape Machinery				
56346	16229720	7/1/2025	2025 - July - July 2025 - Regular Batch 3	
		Supplies - PW		
		999-000-004-000-00-48-02	4-Equipment Repair & Maintenance	\$48.00
		Lawnmower Parts		
	Total 16229720			\$48.00
56346	16246369	7/9/2025	2025 - July - July 2025 - Regular Batch 3	
		Supplies - PW		
		999-000-004-000-00-48-02	4-Equipment Repair & Maintenance	\$15.20
		Hydraulic Hose		
	Total 16246369			\$15.20
56346	16246430	7/11/2025	2025 - July - July 2025 - Regular Batch 3	
		Supplies - PW		
		999-000-004-000-00-48-02	4-Equipment Repair & Maintenance	\$236.60
		Mower Parts		
	Total 16246430			\$236.60
Total 56346				\$299.80
Total Pape Machinery				\$299.80
Parametrix, Inc.				
56347	68351	6/25/2025	2025 - July - July 2025 - Regular Batch 3	
		Service - May 2025		
		310-000-017-594-76-61-01	Ginder Creek Park Design	\$21,375.00
		Ginder Creek Trail Plan		
	Total 68351			\$21,375.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	56347	7/16/2025	2025 - July - July 2025 - Regular Batch 3	
	69051			
		Service - June 2025		
		320-000-053-595-30-41-00	WSDOT Fish Passage: Prof Svs	\$3,290.00
			On-Call Fish Passages Support	
	Total 69051			\$3,290.00
	56347	7/16/2025	2025 - July - July 2025 - Regular Batch 3	
	69052			
		Service - June 2025		
		320-000-054-595-30-41-00	Roberts Drive Recon, CH to Ginder: Prof Svs	\$18,472.50
			Roberts Dr Recon - Morgan to Ginder Creek	
	Total 69052			\$18,472.50
	56347	7/22/2025	2025 - July - July 2025 - Regular Batch 3	
	69200			
		Service - June 2025		
		320-000-050-595-50-62-00	CIP - STRT - Covington Creek Bridge	\$31,451.65
			Covington Creek Culverts Replacement	
	Total 69200			\$31,451.65
	Total 56347			\$74,589.15
Total Parametrix, Inc.				\$74,589.15
Public Safety Testing, Inc				
	56348	7/7/2025	2025 - July - July 2025 - Regular Batch 3	
	2025-413			
		Service - Q2 2025		
		001-000-213-521-10-41-04	PD: Civil Service-Hiring Evaluations	\$248.00
			Police Applicant Testing	
	Total 2025-413			\$248.00
	Total 56348			\$248.00
Total Public Safety Testing, Inc				\$248.00
Pye-Barker Fire & Safety LLC				
	56371	8/1/2025	2025 - August - August 2025 - Regular Batch 1	
	Pye-Barker 08/2025			
		Service - August 2025		
		001-000-120-512-51-49-04	CRT: Security	\$789.42
			Security Monitoring Services; CRT	
		001-000-137-514-21-49-04	CLK: Security	\$51.34
			Security Monitoring Services; CLK	

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
		001-000-140-514-23-49-04	FIN: Security	\$231.03
		Security Monitoring Services; FIN		
		001-000-212-521-50-49-04	PD: Security	\$1,945.12
		Security Monitoring Services; PD		
		001-000-240-558-51-49-04	COM DEV: Security	\$164.29
		Security Monitoring Services; CD		
		001-000-240-558-60-49-04	PLN: Security	\$41.07
		Security Monitoring Services; PLN		
		001-000-246-558-70-49-04	MDRT: Security	\$269.54
		Security Monitoring Services; MDRT		
		001-000-270-575-51-49-04	GYM: Security	\$236.10
		Security Monitoring Services; GYM		
		101-000-000-543-50-49-04	STRT: Security	\$142.05
		Security Monitoring Services; STRT		
		401-000-000-534-80-49-04	WTR: Security	\$317.22
		Security Monitoring Services; WTR		
		407-000-000-535-80-49-04	SWR: Security	\$142.05
		Security Monitoring Services; SWR		
		410-000-000-531-10-49-04	STRM: Security	\$142.06
		Security Monitoring Services; STRM		
	Total Pye-Barker 08/2025			\$4,471.29
	Total 56371			\$4,471.29
	Total Pye-Barker Fire & Safety LLC			\$4,471.29
Raedeke Associates Inc				
	56349	7/8/2025	2025 - July - July 2025 - Regular Batch 3	
	62037			
		Service - June 2025		
		001-000-240-558-50-41-00	Code Enf: Professional Services	\$1,172.50
		Lake Sawyer Code Violation		
	Total 62037			\$1,172.50
	Total 56349			\$1,172.50
	Total Raedeke Associates Inc			\$1,172.50
RH2 Engineering Inc.				
	56350	7/21/2025	2025 - July - July 2025 - Regular Batch 3	
	102382			
		Service - June 2025		
		402-000-003-594-34-63-13	WSFFA-Springs Source Rehab	\$11,107.85
		BD Springs Rehab		
	Total 102382			\$11,107.85

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	56350	7/21/2025	2025 - July - July 2025 - Regular Batch 3	
	102384			
		Service - June 2025		
		101-000-000-542-30-41-13	STRT: Prof Service - Eng. Civil Review	\$1,555.00
		On-Call Services Agreement; STRT		
		401-000-000-534-80-41-13	WTR: Prof Service- Eng. Civil Review	\$4,845.25
		On-Call Services Agreement; WTR		
		407-000-000-535-80-41-13	SWR: Prof Service - Eng. Civil Review	\$1,555.00
		On-Call Services Agreement; SWR		
		410-000-000-531-10-41-13	STRM: Prof Service - Eng. Civil Review	\$1,555.00
		On-Call Services Agreement; STRM		
	Total 102384			\$9,510.25
	56350	7/22/2025	2025 - July - July 2025 - Regular Batch 3	
	102425			
		Service - June 2025		
		404-000-011-534-80-41-00	WTR - Comp Plan	\$3,411.71
		Water System Plan Update Assistance		
	Total 102425			\$3,411.71
	56350	7/22/2025	2025 - July - July 2025 - Regular Batch 3	
	102435			
		Service - June 2025		
		404-000-016-594-34-63-00	Water Loop 169- Const	\$2,345.58
		2024 Water Main Improvements		
	Total 102435			\$2,345.58
	Total 56350			\$26,375.39
	Total RH2 Engineering Inc.			\$26,375.39
Seattle Times				
	56351	6/30/2025	2025 - July - July 2025 - Regular Batch 3	
	73540			
		Service - June 2025		
		001-000-180-518-50-41-75	CEN SVCS: Advertising	\$514.25
		Advertising Costs; CEN SVCS		
		001-000-240-558-51-41-75	COM DEV: Advertising-permit related costs	\$316.25
		Advertising Costs; COM DEV		
		001-000-240-558-60-41-75	PLN: Advertising - Long range planning	\$308.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Advertising Costs; PLN	
	Total 73540			\$1,138.50
	Total 56351			\$1,138.50
Total Seattle Times				\$1,138.50
Secure Court Solutions LLC				
	56352	6/30/2025	2025 - July - July 2025 - Regular Batch 3	
	P-100409-1			
		Service - June 2025		
		001-000-211-523-60-49-01	PD: Electronic Home Monitor Costs	\$520.00
			Home Detention Services	
	Total P-100409-1			\$520.00
	Total 56352			\$520.00
Total Secure Court Solutions LLC				\$520.00
Shay Stoneworks				
	56353	7/21/2025	2025 - July - July 2025 - Regular Batch 3	
	11082406			
		Supplies - PRK		
		310-000-037-594-76-64-00	Skate Park: Construction	\$1,229.44
			Garbage Cans	
	Total 11082406			\$1,229.44
	Total 56353			\$1,229.44
Total Shay Stoneworks				\$1,229.44
Somer Johnson				
	56354	6/30/2025	2025 - July - July 2025 - Regular Batch 3	
	188			
		Service - June 2025		
		001-000-121-512-51-41-05	CRT: AOC-Therapeutic Grant 07/01/2024 - 06/30/2025	\$2,500.00
			Community Court Services	
	Total 188			\$2,500.00
	Total 56354			\$2,500.00
Total Somer Johnson				\$2,500.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Sorci Family LLC				
	56372	8/1/2025	2025 - August - August 2025 - Regular Batch 1	
	Sorci 08/2025			
		Rent - August 2025		
		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	
		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	
		Total Sorci 08/2025		\$14,642.46
	Total 56372			\$14,642.46
	Total Sorci Family LLC			\$14,642.46
South Correctional Entity				
	56355	7/10/2025	2025 - July - July 2025 - Regular Batch 3	
	8722			
		Service - June 2025		
		001-000-211-523-60-49-00	PD: Jail Costs	\$213.17
			Jailing Costs	
		Total 8722		\$213.17
	Total 56355			\$213.17
	Total South Correctional Entity			\$213.17

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
State Auditor's Office				
	56356	7/10/2025	2025 - July - July 2025 - Regular Batch 3	
	L169388			
		Service - June 2025		
		001-000-140-514-23-41-01	FIN: State Auditor Services	\$417.30
		Accountability Audit		
	Total L169388			\$417.30
	Total 56356			\$417.30
	Total State Auditor's Office			\$417.30
Summit Law Group, PLLC				
	56357	7/18/2025	2025 - July - July 2025 - Regular Batch 3	
	164964			
		Service - June 2025		
		001-000-150-515-41-41-08	Legal Svcs-Union Contracts	\$1,891.50
		Police CBA Legal Services		
	Total 164964			\$1,891.50
	Total 56357			\$1,891.50
	Total Summit Law Group, PLLC			\$1,891.50
Third Ave Eco Wash				
	56358	7/5/2025	2025 - July - July 2025 - Regular Batch 3	
	104			
		Service - Q2 2025; MDRT		
		001-000-246-558-70-48-01	MDRT: Vehicle Repair & Maintenance	\$35.00
		Car Washing; MDRT		
	Total 104			\$35.00
	56358	7/5/2025	2025 - July - July 2025 - Regular Batch 3	
	105			
		Service - Q2 2025; PW		
		999-000-006-000-00-48-01	6-Vehicle Repair & Maintenance	\$28.00
		Car Washing; PW		
	Total 105			\$28.00
	56358	7/5/2025	2025 - July - July 2025 - Regular Batch 3	
	107			
		Service - Q2 2025; PD		
		001-000-210-521-10-48-01	PD: Vehicle/Eq. Mtc. & Repair	\$182.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Car Washing; PD		
	Total 107			\$182.00
	Total 56358			\$245.00
Total Third Ave Eco Wash				\$245.00
Thomson Reuters - West				
	56359	7/1/2025	2025 - July - July 2025 - Regular Batch 3	
	852172880			
	Service - June 2025			
	001-000-210-521-10-41-07		PD: Prof Serv/Leads Online - Pawn Shop	\$237.17
		Online Subscription Charges		
	Total 852172880			\$237.17
	Total 56359			\$237.17
Total Thomson Reuters - West				\$237.17
TRM Wood Products Co. Inc.				
	56360	7/11/2025	2025 - July - July 2025 - Regular Batch 3	
	443274			
	Supplies - PW			
	999-000-006-000-00-31-00		6-Shared Office & Operating Supplies	\$94.30
		Hardware, Lumber		
	Total 443274			\$94.30
	Total 56360			\$94.30
Total TRM Wood Products Co. Inc.				\$94.30
United Business Machines of WA Inc				
	56361	7/3/2025	2025 - July - July 2025 - Regular Batch 3	
	INV540724			
	Service - June 2025			
	001-000-120-512-51-49-03		CRT: Printing & Binding	\$79.86
		Monthly Per Copy Charge		
	Total INV540724			\$79.86
	Total 56361			\$79.86
Total United Business Machines of WA Inc				\$79.86

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Utilities Underground Location Center				
	56362	6/30/2025	2025 - July - July 2025 - Regular Batch 3	
	5060130			
		Service - June 2025		
		401-000-000-534-80-41-08	WTR: Locating Service	\$90.45
		Utility Locating Service		
	Total 5060130			\$90.45
	Total 56362			\$90.45
	Total Utilities Underground Location Center			\$90.45
Valley Communications Center				
	56363	7/10/2025	2025 - July - July 2025 - Regular Batch 3	
	0028670			
		Service - June 2025		
		001-000-214-521-20-41-00	PD: Valley Comm - Dispatch Service	\$9,281.88
		911 Call Service		
	Total 0028670			\$9,281.88
	Total 56363			\$9,281.88
	Total Valley Communications Center			\$9,281.88
Valley Defenders				
	56364	7/2/2025	2025 - July - July 2025 - Regular Batch 3	
	Valley Defenders 06/2025			
		Service - June 2025		
		001-000-121-512-51-41-05	CRT: AOC-Therapeutic Grant 07/01/2024 - 06/30/2025	\$750.00
		AOC Community Court		
		001-000-151-515-91-41-00	CRT - Legal-Public Defender	\$5,000.00
		Public Defense Services		
	Total Valley Defenders 06/2025			\$5,750.00
	Total 56364			\$5,750.00
	Total Valley Defenders			\$5,750.00
VenTek International				
	56365	6/1/2025	2025 - July - July 2025 - Regular Batch 3	
	149518			
		Service - May 2025		
		001-000-270-575-70-41-01	Lake Sawyer: Ven Tek/Venvue Pay Station	\$90.00
		Lake Sawyer Pay Station		
	Total 149518			\$90.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	56365 149981	7/1/2025	2025 - July - July 2025 - Regular Batch 3	
		Service - June 2025		
		001-000-270-575-70-41-01	Lake Sawyer: Ven Tek/Venvue Pay Station	\$90.00
		Lake Sawyer Pay Station		
	Total 149981			\$90.00
	Total 56365			\$180.00
	Total VenTek International			\$180.00
Vision Municipal Solutions, LLC				
	56366 09-16069	6/30/2025	2025 - July - July 2025 - Regular Batch 3	
		Supplies - CEN SVCS		
		001-000-180-518-50-31-00	CEN SVCS: Office & Operating Supplies	\$311.10
		Payroll Forms		
	Total 09-16069			\$311.10
	56366 19-16183	7/18/2025	2025 - July - July 2025 - Regular Batch 3	
		Service - June 2025		
		001-000-120-512-51-49-03	CRT: Printing & Binding	\$47.09
		Quarterly Newsletter Insert; CRT		
		001-000-180-518-50-49-03	CEN SVCS: Printing & Binding	\$94.19
		Quarterly Newsletter Insert; CEN SVS		
		001-000-210-521-10-49-03	PD: Printing & Binding	\$47.09
		Quarterly Newsletter Insert; PD		
		001-000-240-558-51-49-03	COM DEV: Printing & Binding	\$23.55
		Quarterly Newsletter Insert; COM DEV		
		001-000-240-558-60-49-03	PLN: Printing & Binding	\$23.55
		Quarterly Newsletter Insert; PLN		
		001-000-246-558-70-49-05	MDRT: Printing	\$47.09
		Quarterly Newsletter Insert; MDRT		
		401-000-000-534-80-49-03	WTR: Printing & Binding	\$471.58
		Utility Bill Printing Service; WTR		
		401-000-000-534-80-49-03	WTR: Printing & Binding	\$15.70
		Quarterly Newsletter Insert; WTR		
		407-000-000-535-80-49-03	SWR: Printing & Binding	\$15.70
		Quarterly Newsletter Insert; SWR		
		407-000-000-535-80-49-03	SWR: Printing & Binding	\$471.57
		Utility Bill Printing Service; SWR		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
		Account Number	Title	
		410-000-000-531-10-49-03	STRM: Printing & Binding	\$82.01
		Utility Bill Printing Service; STRM		
		410-000-000-531-10-49-03	STRM: Printing & Binding	\$15.70
		Quarterly Newsletter Insert; STRM		
	Total 19-16183			\$1,354.82
	Total 56366			\$1,665.92
Total Vision Municipal Solutions, LLC				\$1,665.92
Washington State Patrol				
	56367	7/1/2025	2025 - July - July 2025 - Regular Batch 3	
	I2507532			
		Service - June 2025		
		633-000-500-589-30-00-00	PD - CPL Fees for WSP/FBI - Fingerprint	\$33.00
		CPL Fees		
	Total I2507532			\$33.00
	Total 56367			\$33.00
Total Washington State Patrol				\$33.00
Washington State Treasurer				
	56368	3/31/2025	2025 - July - July 2025 - Regular Batch 3	
	WA Treasurer Q1 2025			
		Remittance - Q1 2025		
		633-000-300-589-30-00-00	Bldg Permit Fees for State Treasurer	\$420.50
		Building Fees Remittance		
	Total WA Treasurer Q1 2025			\$420.50
	56368	6/30/2025	2025 - July - July 2025 - Regular Batch 3	
	WA Treasurer Q2 2025			
		Remittance - Q2 2025		
		633-000-300-589-30-00-00	Bldg Permit Fees for State Treasurer	\$378.50
		Building Fees Remittance		
	Total WA Treasurer Q2 2025			\$378.50
	Total 56368			\$799.00
Total Washington State Treasurer				\$799.00
Williams Scotsman, Inc.				
	56369	7/1/2025	2025 - July - July 2025 - Regular Batch 3	
	WillScot 07/2025			
		Service - July 2025		
		001-000-240-591-58-70-00	COM DEV: Bld & Property Lease	\$1,938.12
		Rent - Modular Building, 24301 Roberts Dr; COM DEV		

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		001-000-240-591-58-70-01	PLN: Bld & Property Lease	\$484.53
		Rent - Modular Building, 24301 Roberts Dr; PLN		
		001-000-254-591-18-70-01	MOD: Bld & Property Lease	\$1,038.28
		Rent - Modular Building, 24301 Roberts Dr; ADM		
		101-000-000-591-95-70-00	STRT: Bld & Property Lease	\$490.42
		Rent - Modular Building, 32820 Lawson St; STRT		
		401-000-000-591-34-70-00	WTR: Bld & Property Lease	\$490.40
		Rent - Modular Building, 32820 Lawson St; WTR		
		407-000-000-591-35-70-00	SWR: Bld & Property Lease	\$490.42
		Rent - Modular Building, 32820 Lawson St; SWR		
		410-000-000-591-31-70-00	STRM: Bld & Property Lease	\$490.42
		Rent - Modular Building, 32820 Lawson St; STRM		
	Total WillScot 07/2025			\$5,422.59
	Total 56369			\$5,422.59
	Total Williams Scotsman, Inc.			\$5,422.59
	Vendor Count	76	Grand Total	\$459,375.85

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of June 5, 2025
Hybrid Meeting Via Zoom and In-Person
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Pro-Tem Deady 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

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

ABSENT: Councilmember Mulvihill (excused)

Staff present: Andrew Williamson, MDRT/Ec Development Director; Xavier Mason, Finance Director; Scott Hanis, Public Works Director; Jake Kapsandy, IT Tech II; David Linehan, City Attorney; City Administrator, Kevin O'Neill; Brenda L. Martinez, City Clerk/HR Manager.

READING OF GUIDING PRINCIPLES:

AGENDA REVIEW AND APPROVAL:

Mayor Pro-Tem Deady announced that the Administration is pulling item #4 from the agenda.

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

PUBLIC COMMENTS:

Dan Huckle, Black Diamond spoke to Council.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

- 1) **Proclamation** – Pride Month
Councilmember Young read the proclamation.
- 2) **Proclamation** – Juneteenth
Councilmember Peterson read the proclamation.

COMMITTEE REPORTS:

3) **EMAC** – It was noted that the report is in the packet for reference.

DEPARTMENT REPORTS:

4) ~~AB25-043 – Finance – 1st Quarter 2025 Financial Report~~

CONSENT AGENDA:

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

5) **Claim Checks** – June 5, 2025, Check No. 56059 through Check No. 56131 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

PUBLIC HEARINGS:

10) **AB25-047** – Public Hearing Regarding Draft Six Year Transportation Improvement Plan
Public Works Director Hanis highlighted certain areas of the plan with Council.

Mayor Pro-Tem Deady opened the public hearing at 7:31 p.m.

There was no testimony and Mayor Pro-Tem Deady closed the public hearing at 7:31 p.m.

UNFINISHED BUSINESS:

Fire Services – discussion only

City Administrator O’Neill updated Council on the meeting with Puget Sound Regional Fire Authority, which he attended with the Mayor and two Councilmembers. The main takeaway was are still interested in annexation and three person staffing at both of our stations. He also mentioned that both Puget Sound Regional Fire Authority and Mountain View Fire & Rescue will give presentations at the July 10th meeting.

NEW BUSINESS:

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

Public Works Director Hanis reported on this item.

Councilmember Jones **moved** to adopt Resolution No. 25-1679 authorizing the Mayor to execute Amendment 4 to Professional Services Agreement with Parametrix, Inc. for design engineering of the Covington Creek Culvert Replacement Project; **second** Councilmember Page.

There was Council discussion.

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

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

Public Works Director Hanis spoke on this agenda item

Councilmember Page **moved** to adopt Resolution No. 25-1680 authorizing the Mayor to execute a Task Order with Parametrix Inc. to update the City's 2021 Transportation Impact Fee Rate Study; **second** Councilmember Young. Motion **passed** with all voting in favor (6-0).

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

Acting Community Development Director Williamson reported on this item and shared that after looking at the code it needs a bigger overhaul which would trigger SEPA and a Commerce 60-day review. He reminded the Council that they have the ability to change the fee in the code which would help citizens immediately. He noted that this would give time for staff and the committee to work on updates to the code.

There was Council consensus for staff to bring back at the next meeting an updated ordinance that would change the fee to \$100.

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

City Administrator O'Neill briefed the City Council on this item

Councilmember Peterson **moved** to adopt Resolution No. 25-1681, creating Lake Sawyer Regional Park Ad Hoc Committee and appointing Councilmembers Jesse Young, Darcey Peterson, and Sara Nielsen to serve on the committee.; **second** Councilmember Deady. Motion **passed** with all voting in favor (6-0).

City Administrator O'Neill explained that Director Williamson will be addressing both items 8 and 9 at the same time.

MDRT/Ec Dev Director Williamson walked Council through the plat approval process.

8) AB25-045 - Resolution Accepting Ten Trails Mountain View 1B Plat A Div 5 Final Plat

Councilmember Page **moved** to adopt Resolution No. 25-1677, approving the Final Plat for Ten Trails/Mountain View 1B Plat A Division 5 (PLN25-0024); **second** Councilmember Deady. Motion **passed** with all voting in favor (6-0).

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

Councilmember Page **moved** to adopt Resolution NO. 25-1678 approving the Final Plat for Ten Trails Plat 2 F Division 3,4,6 (PLN25-0001); **second** Councilmember Deady. Motion **passed** with all voting in favor (6-0).

MAYOR’S REPORT: None

COUNCIL REPORTS:

Councilmember Page shared with Council the items that were discussed at today’s Public Safety Committee meeting. She thanked her colleagues for tonight’s proclamations and invited everyone to attend the pride flag raising event on Tuesday, June 10th at noon at the Council Chambers. She also discussed some needed improvements to the basketball court at Eagle Creek Park. She met with the City Administrator and had a lovely conversation with him. She gave a shout out about Labor Days and noted the button winner has been selected and it’s a two-time back-to-back winner Braeden. National Night Out is Tuesday, August 5th and noted it is going to be warm weather and reminded folks that the water is still cold and to wear your life jacket.

Councilmember Deady reported meeting with the City Administrator and highly recommended that everyone meet with him. She also attended the Tri-Cities meeting and was amazed at what all cities can do. She discussed having a Pocket Park Pop up some time this summer. She attended the Memorial Day event at the cemetery and attended the All School Reunion for Black Diamond residents.

Councilmember Nielsen reported meeting with the City Administrator and is excited he is here. She attended the Tri-City Council meeting and noted being excited to learn about Maple Valley and Covington and the partnership that exists between the three cities. She thanked staff for always being so responsive. She is wondering when the Skatepark will be opened and is looking forward to raising the pride flag. She is also looking forward to getting more information on fire services and the need to socialize early and often on this and to have a contingency plan in case the annexation doesn’t pass.

Councilmember Peterson discussed her research on BESS and hopes to get this to Council next week.

Councilmember Young reported meeting with our new City Administrator and had a great conversation. He shared that Kelly’s Latte is open, and he was glad to see the new Henry mural on the side of the Lake Sawyer store. On June 6th, King County is giving away free

gun locks at various locations and noted that this month is both Pride Month and Juneteenth and shared his thoughts in a statement he read.

Councilmember Jones noted that June is men’s mental health awareness month. He shared a few events that have recently taken place and the need to share available resources with people. He commented that at the Tri-City meeting King County Councilmember shared that fentanyl deaths are going down. He asked folks to send in their ideas so that money can be earmarked by King Councilmember Dunn. He reported that he went to Palmer Kanaskat Park this weekend and there was a very diverse group of people and commented on how nice it is to have an asset so close. He shared the events that will take place on Lake Sawyer during their 4th of July festivities. He asked people to invite one person to attend the Pride Flag raising event. He discussed the recent closing of several businesses in town and asked people to remember to frequent and shop our local businesses.

CITY ADMINISTRATOR REPORT:

City Administrator O’Neill thanked Councilmembers for meeting with him and is hopeful that it’s the beginning of a continued open, honest, and productive partnership.

ATTORNEY REPORT: None

PUBLIC COMMENTS: None

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember Young **moved** to adjourn the meeting; **second** Councilmember Deady. Motion **passed** with all voting in favor (6-0). The meeting ended at 9:21 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Special Meeting of July 10, 2025
Hybrid Meeting Via Zoom and In-Person
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE, ROLL CALL:

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

ROLL CALL:

PRESENT: Councilmembers Deady, Nielsen, Peterson, Mulvihill (Zoom), Young, Jones, Page

ABSENT: None

Staff present: Andrew Williamson, MDRT/Ec Development Director; Jill Kuzaro, Senior Planner; Xavier Mason, Finance Director; Scott Hanis, Public Works Director; Rob Reed, IS Manager; Jake Kapsandy, IT Tech II; David Linehan, City Attorney; Kevin O'Neill, City Administrator; Brenda L. Martinez, City Clerk / HR Manager.

READING OF GUIDING PRINCIPLES:

AGENDA REVIEW AND APPROVAL:

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

PUBLIC COMMENTS:

Alan Gangl, Black Diamond spoke to Council.
Nanette Stocks, Black Diamond spoke to Council
Kristen Bryant, Bellevue, spoke to Council.
Mario Sorci, Black Diamond spoke to Council.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

- 1) **AB25-062** – Confirming Mayor's Appointment of Tommy Paramo to Position #5 on the Planning Commission

Councilmember Young **moved** to confirm the Mayor's Appointment of Tommy Paramo to Position #5 on the Planning Commission, with said term ending December 31, 2028; **second** Councilmember Deady. Motion **passed** with all voting in favor (7-0).

COMMITTEE REPORTS:

Public Safety – Councilmember Young shared the items and information that was discussed at the Public Safety Committee meeting.

DEPARTMENT REPORTS: None

CONSENT AGENDA:

Councilmember Page asked that item #4 be moved into new business.

Councilmember Page **moved** to approve the Consent Agenda with Item 4 moved into new business; **second** Councilmember Deady. Motion **passed** with all voting in favor (7-0).

The Consent Agenda was approved as follows:

- 2) **Claim Checks** – July 10, 2025, Check No. 56221 through Check No. 56264 (void 56132) in the amount of \$459,234.08
- 3) **Minutes** – Special Council Meeting (Tri-City) of May 19, 2025, Work Session of June 12, 2025, and Special Meeting of June 26, 2025.
- 5) **AB25-063** – Resolution Accepting the Skatepark Project as Complete

PUBLIC HEARINGS:

- 6) **AB25-064** – Close Public Hearing Regarding Draft Comprehensive Plan Periodic Update

Director Williamson reported on this item. The Council asked about a work session and a road map on what next steps or accomplishments need to be completed

Councilmember Young **moved** to close the public hearing on the Draft Comprehensive Plan Periodic Update; **second** Councilmember Jones. Motion **passed** with all voting in favor (7-0).

UNFINISHED BUSINESS: None

NEW BUSINESS:

- 7) **AB25-065** – Mountain View Fire and Rescue and Puget Sound Regional Fire Authority Presentations

City Administrator O'Neill reported on this item.

Chief Judkins of Mountain View Fire and Rescue shared with Council a PowerPoint presentation. It touched on the following:

- Mountain View Values
- About MVFR
- Black Diamond and MVFR History
- MVFR Staffed Fire Stations
- MVFR Firefighter Staffing
- MVFR Fire Department Operations
- MVFR Administrative Services
- MVFR Strategic Goals
- MVFR Black Diamond Annexation Plan
- Why Annexation to MVFR
- MVFR Tax Levy Revenue
- Tax Levy Revenue to MVFR
- Benefits of Annexation for Black Diamond
- Emergency Call Volume
- Needs from Black Diamond in Preparation for Annexation

She closed by welcoming questions today and in the future and thanked Council for their time.

Back and forth discussions took place between Chief Judkins and the Council.

Brian Carson, Chief of Puget Sound Fire Regional Fire Authority, introduced himself and the others in attendance. He shared with the Council a PowerPoint presentation that touched on the following:

- Who we are
- Service Area
- Organizational Structure
- Business Services - Accreditation, strategic planning, cost allocation, contracts and rent, data collection and analysis
- South King County Fire Training Consortium
- Community Risk Reduction - Fire Prevention, Fire Investigations, Emergency Management, Community Relations
- Support Services – Facilities, Warehouse, and Fleet
- Operations – 17 staffed fire stations, FF Health and Safety, Fire Alliance Program, Technical Teams, Wildland Firefighting, CARES
- Daily Staffing
- Programs and Services
- Wildland Response
- Fire Alliance
- FD CARES
- Station Vision
- New East Battalion Deployment

- Benefit Charge History
- What is the Fire Benefit Charge (FBC)
- Benefit Charge Basics
- Benefit Charge Process
- Exemptions and Discounts
- Finance Assumptions
- Assessed Value Estimates Breakdown
- PSF Annexation: FY 2028
- FBC Examples

Back and forth discussions took place between Chief Judkins and the Council.

(At 8:17 p.m. Councilmember Young left the meeting and returned at 8:19 p.m.)

Councilmember Mulvihill left the meeting at 8:24 p.m.

4) AB25-058A – Ordinance Amending BDMC Chapter 8.28 Regulating Use of the City City's Skatepark

Public Works Director Hanis reported on this item.

(Councilmember Page left the meeting at 9:00 p.m. and returned at 9:02 p.m.)

Councilmember Jones **moved** to adopt Ordinance No. 25-1223 amending Black Diamond Municipal Code Chapter 8.28 regulating use of the City's Skatepark, including the additional language incorporating the definition of a bicycle; providing for severability and establishing an effective date; **seconded** by Councilmember Deady. Motion **passed** with all voting in favor (6-0).

MAYOR'S REPORT:

Mayor Benson reminded everyone that it's Miners Day on Saturday from 9 a.m. – 4 p.m.

COUNCIL REPORTS:

Councilmember Nielsen thanked everyone in the community who came out to participate in our local government. She reported having the opportunity to visit and tour the museum and the Black Diamond Fire Station. She stated that these make her proud to be part of the community. She is hearing more concerns about speeding in the community and similar concerns in Ten Trails too and wanted to share that she is working with residents on a policy where residents can participate in making changes such as to the speed limit. She spoke about correcting some misinformation and shared some personal perspectives. She touched on the city having to honor the contracts and the legal agreements that have been committed to including those with developers and gave the example of Cle Elum. In closing she stressed the

importance of everyone working together for the betterment of our whole community and setting the example that all are welcome.

Councilmember Peterson noted sharing the concerns of Councilmember Nielsen, she also noted listening to the meeting from June 26th about the Comp Plan and hearing a lot of misinformation, half-truths, and misunderstandings presented in the comments, especially by the Friends of Black Diamond and noted that out of the 351 documented responses 129 comments (36%) are from The Friends of Black Diamond bombarding us with comments that make it feel like everybody hates growth and trying to get us to change. She said that the City has a contract and our staff is here to make sure every detail of the contract is met. She is frustrated that people will come in now, saying we haven't communicated or spent enough time on comments and that we aren't doing our jobs – that is false and commented that the Comp Plan update has been in the works for 2 ½ years.

Councilmember Young thanked the community for an incredible Fourth of July. He thanked Chief Kiblinger and her department for being fully present at the Ten Trails event and the firefighters for supporting the community, along with both Mountain View Fire and Puget Sound Fire and the information they shared tonight. He also thanked OakPointe for putting on a fantastic event and to everyone that took the time to engage with the Comp Plan process.

Councilmember Jones thanked both of the Fire Chiefs for their presentations tonight. He shared his challenge regarding citizens perspectives on growth and gave an example. Lastly, he expressed that the 4th is one of those holidays that Black Diamond does well, and is looking forward to Miners Day on Saturday from 9 a.m. – 4 p.m.

Councilmember Page thanked her colleagues for talking about community. She really appreciates Chief Judkins and everyone that came from Mountain View Fire & Rescue tonight for a fresh perspective. She thanked those from Puget Sound Regional Fire Authority for being here. She hopes that we will continue to come at this with fresh eyes and the long-term vision of what community means to us.

Councilmember Dedy noted looking forward to the next phase of the Comp Plan. She thanked Puget Sound Fire and Mountain View for their presentations, and congratulated Tommy Paramo for being appointed to the Planning Commission. She spoke about being a long-time resident and that she has always done and will continue to bring the community together. She noted Miners Day is this Saturday, and it is a small event between the corridor of Railroad Avenue between the Bakery and the Museum.

CITY ADMINISTRATOR REPORT: None

ATTORNEY REPORT: None

PUBLIC COMMENTS: None

EXECUTIVE SESSION: At 9:41 p.m. Mayor Benson announced that Council would be going into executive session regarding RCW 42.30.110(1)(i) Potential litigation and RCW 42.30.110(1)(b) potential real estate acquisition. The executive session was expected to last 20 minutes with no action to follow. The Councilmembers exited the meeting to the patrol room and the executive session started at 9:43 p.m.

At 10:03 p.m. a ten-minute extension to the executive session was announced.

At 10:13 p.m. a five-minute extension to the executive session was announced.

Mayor Benson called the meeting back to order at 10:18 p.m.

ADJOURNMENT:

Councilmember Page **moved** to adjourn the meeting; **second** Councilmember Jones. Motion **passed** with all voting in favor (6-0). The meeting ended at 10:18 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk / HR Manager

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of July 17, 2025
Hybrid Meeting Via Zoom and In-Person
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

PRESENT: Councilmembers Deady, Nielsen, Peterson, Young (Zoom), Jones, Page (Zoom)

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

ABSENT: Councilmember Mulvihill (excused).

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

READING OF GUIDING PRINCIPLES

AGENDA REVIEW AND APPROVAL:

Councilmember Jones wanted to make it clear that for item #6 this would not be for a decision but for discussion only.

Councilmember Jones **moved** to approve the Agenda and to keep item 6 on the agenda for discussion only; **second** Councilmember Deady. Motion **passed** with all voting in favor (6-0).

PUBLIC COMMENTS:

Leah Grant, Black Diamond spoke to Council.

Glen Boje, Black Diamond spoke to Council.

John Adler, Black Diamond spoke to Council.

Nanette Stocks, Black Diamond spoke to Council.

Andre Koch, Black Diamond spoke to Council.

Johna Thomson, Black Diamond spoke to Council.

Casey Sadler, Black Diamond spoke to Council.

Rick Stocks, Black Diamond spoke to Council.

Holly Armstrong, Black Diamond spoke to Council.

Ceres Rafiq, Black Diamond spoke to Council.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Presentation – Award of Merit

Commander Martinez presented Addisyn Sawyer with an award of merit for her courageous actions in saving the life of her grandfather. She displayed extraordinary bravery and calm under intense pressure when her grandfather was found unresponsive and jumped right in with lifesaving actions.

Presentation – Recognition for Sunrise Resort Partnership

Chief Kiblinger reported that the owners of Sunrise Resort could not make the meeting tonight, however they were able to meet up at the resort on Tuesday and present them with an award and gift certificate for allowing free moorage for over 26 years.

COMMITTEE REPORTS: None

DEPARTMENT REPORTS:

1) AB25-066 – Finance – 2024 Annual Report

Finance Director Mason reported to Council on this item. He shared what an annual report is, why we report, and when the report is due. He touched on accounting policies, fund types, and budget compliance.

CONSENT AGENDA:

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

- 2) Claim Checks** – July 17, 2025, Check No. 56265 through Check No. 56296 in the amount of \$197,475.44
- 3) Payroll** – June 2025, Check No. 20525 through Check No. 20534 and ACH's in the amount of \$641,518.63
- 4) AB25-067** – Ordinance Amending BDMC 8.02.170 and 8.02.170 and 8.02.190 Pertaining to Code Enforcement Fees

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

Fire Services – discussion only

City Administrator O'Neill shared that staff would be providing financial information at the August 7th Council meeting.

NEW BUSINESS:

5) AB25-068 – Ordinance Regarding Code Amendment for Garbage Truck Weight Limit

Chief Kiblinger reported on this item and asked that a definition of a garbage truck be added into the code.

Councilmember Jones **moved** to adopt Ordinance No. 25-1226, amending Section 10.12.020 of the Municipal Code pertaining to exceptions to maximum gross weight, and including a definition of a garbage truck; providing for severability; and establishing an effective date; **second** Councilmember Deady. Motion **passed** with all voting in favor (6-0).

6) AB25-069 – Lake Sawyer Regional Park Discussion

City Administrator O'Neill briefed the City Council on this agenda item.

The City Council engaged in a robust discussion on this matter. There was consensus to hold a special work session to discuss this further.

MAYOR'S REPORT:

Mayor Benson reported attending King County Metro skateboard meeting, Chamber golf event, flood control district meeting, opening day of the King County Fair, and meeting at the Skatepark with King County Councilmember Reagan Dunn for pictures as well as some other kids with skateboards

COUNCIL REPORTS:

Councilmember Peterson: No report

Councilmember Jones: No report

Councilmember Page: No report

Councilmember Deady thanked everyone who came out for Miners Day to celebrate our past and moving into the future. She reported attending the Chamber golf tournament and now she is getting ready for Labor Days which is coming up fast.

Councilmember Nielsen recognized our young hero tonight and is very proud of our helpers in our community. She reported attending Miners Day and noted there were lots of helpers at the event and the museum. She participated in a tour of the cemetery that

was done by King County TV and shared that the city staff members were very knowledgeable.

CITY ADMINISTRATOR REPORT: None

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Rick Stocks, Black Diamond spoke to Council.

Andre Koch, Black Diamond spoke to Council.

Johna Thomson, Black Diamond spoke to Council.

Chief Judkins noted sending her monthly report today to Council. She reminded folks that the burn ban is still in effect.

EXECUTIVE SESSION:

At 8:59 p.m. Mayor Benson announced that the Council would be going into executive session to discuss with legal counsel potential litigation in accordance with RCW 42.30.110(1)(i). The executive session was expected to last 10 minutes with possible action to follow. Councilmembers exited the Chambers to the patrol room and the executive session started at 9:01 p.m.

At 9:11 p.m. a ten-minute extension to the executive session was announced.

Mayor Benson called the meeting back to order at 9:21 p.m.

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Jones. Motion **passed** with all voting in favor (6-0). The meeting ended at 9:21 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		
SUBJECT: Resolution authorizing the acceptance of fund allocation agreement between the Washington State Administrative Office of the Courts and Black Diamond Municipal Court for a Therapeutic Court Program.	Agenda Date: August 7, 2025 AB25-071	
	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	
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note): \$0		
Fund Source: State Appropriation through Administrative Office of the Court		
Timeline: July 2025 to June 2026		
	Court – Judge Swain/Tawnya Parks	X
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Resolution, Grant Agreement		
SUMMARY STATEMENT: Black Diamond Municipal Court was chosen to receive funds to continue the Therapeutic Court Services in the amount of \$81,440.00. The grant is intended to identify individuals before the Black Diamond Municipal Court with substance abuse disorders or other behavioral health needs and engage those individuals with community based therapeutic interventions to reduce recidivism. FISCAL NOTE (Finance Department): State appropriation will cover the cost of the Therapeutic Court Services.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 25-1688, authorizing the acceptance of therapeutic court funds allocation from the Administrative Office of the Courts and allow Judge Krista White Swain to execute Agreement IAA26824 with the Washington State Administrative Office of the Courts for the therapeutic court program.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 7, 2025		

RESOLUTION NO. 25-1688

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE CITY COUNCIL TO ACCEPT
ALLOCATED FUNDS AND JUDGE KRISTA WHITE SWAIN
TO SIGN THE AGREEMENT WITH THE ADMINISTRATIVE
OFFICE OF THE COURTS FOR A THERAPEUTIC COURT
GRANT PROGRAM**

WHEREAS, the Black Diamond Municipal Court applied for continued allotment of funds with the Administrative Office of the Courts to continue the Therapeutic Court Program; and

WHEREAS, the Administrative Office of the Courts awarded Black Diamond Municipal Court the funds to be used to identify individuals before Black Diamond Municipal Court with substance use disorders or other behavioral health needs and engage those individuals in community based therapeutic interventions; and

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

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

Section 1. The City Council hereby accepts the Administrative Office of the Court's allocation in the amount of \$81,440.00 to continue a therapeutic court program.

Section 2. Judge Krista White Swain is authorized to execute this Agreement AiAA26824 between the Washington State Administrative Office of the Courts and the Black Diamond Municipal Court for the therapeutic court program.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF AUGUST 2025.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AGREEMENT # IAA26824
AND
BLACK DIAMOND MUNICIPAL COURT
FOR
THERAPEUTIC COURTS**

1. PARTIES TO THE AGREEMENT

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

2. PURPOSE

The purpose of this Agreement is to provide reimbursements to Courts for assisting with costs related to Therapeutic Courts.

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. STATEMENT OF WORK

The Court shall:

- a. Use funding to identify individuals before their Therapeutic Court, as defined by RCW 2.30.030, with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application. Funds will be allocated using budget line items with the following categories: Personnel Costs, Staff Equipment & Technology, Team Training/Travel, Treatment Services and Recovery Supports.

b. Submit reports to CLJ Therapeutic Court Program, following the following guidelines:

i. Content of reports shall include:

- Document the progress of their Therapeutic Court Program.
- Identify the number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations).
- The services provided to program participants for the corresponding quarter.
- Challenges faced by the Court in operating their Therapeutic Court Program during the corresponding quarter.
- Any questions CLJ Therapeutic Court staff include in the reporting portal

ii. Reporting Schedule, reports shall be submitted quarterly observing the information provided below:

Period	Quarter	Report Due
07/01/25-09/30/25	1	10/15/25
10/01/25-12/31/25	2	01/15/26
01/01/26-03/31/26	3	04/15/26
04/01/26-06/30/26	4	7/15/26 (final report for the year)

**** Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.***

iii. Reporting shall be done in reporting portal, which will be provided via email prior to the quarterly report due date to Court by AOC Program Manager via email.

c. Submit questions related to deliverables or the required applicability to Court to your CLJ Therapeutic Court Contract Manager via email.

d. Other deliverables shall be required applicable to a specific Therapeutic Court may include the following:

i. Planning:

- Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at <https://allrise.org/trainings/online-courses/>
- Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
- Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).

- Equity and inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).
- ii. Implementation
 - Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
 - Hold community partner meetings (prosecution, defense, treatment, law enforcement, probation, etc.).
 - Create Memorandum of Understanding (MOU's) with stakeholders.
- iii. Scale and Sustain
 - Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
 - Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
 - Develop system to track and evaluate performance of therapeutic court programming.
- iv. Other
 - Engage in technical assistance with the CLJ Therapeutic Courts team.
 - Attend regular meetings with the Administrative Office of the Court CLJ Therapeutic Courts team.
 - Attend trainings identified and/or provided by the CLJ Therapeutic Courts team.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2025, and end on June 30, 2026, unless terminated sooner or extended, as provided herein.

5. COMPENSATION

The amount awarded may not exceed **\$81,440.00** for payments made during the period from July 1, 2025, through June 30, 2026, related to the purpose of this agreement.

The Court shall use these funds in the following cost categories:

Cost Category	Amount
Personnel Costs	\$71,580.00
Staff Equipment & Technology	\$1,860.00
Team Training/Travel	\$2,500.00
Treatment Services	\$5,000.00
Recovery supports	\$500.00
Total Amount	\$81,440.00

Ten percent (10%) or less of these funds can be moved from one category to another without exceeding the total amount of the funds provided. Any adjustments beyond 10% require written approval of AOC CLJ Therapeutic Court Contract Manager. This can be an authorization provided by email.

A list of allowable and unallowable expenses is provided to Court within attachment A of this agreement and should be referenced for adequate use of funds.

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

6. REVENUE SHARING

- The AOC will notify the Court no later than May 1, 2026 **via unilateral amendment to the agreement** that the AOC intends to redistribute funding among the courts participating in the program, pursuant to the program's appropriation language. The AOC may increase the total value of the Agreement if additional funds are available or reduce the Agreement amount based on actual expenses incurred by the Court through submitted Invoices and supporting documentation.
- The Court must submit the final program Invoice to the AOC CLJ TC Therapeutic Court Contract Manager no later than July 12, 2026. The revenue sharing process must be completed by August 1, 2026.

7. INVOICES; BILLING; PAYMENT

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

- Agreement Number: IAA26824
- Agency name, address and phone number
- Description of Reimbursement
- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

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

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

8. AGREEMENT MANAGEMENT

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

AOC Program Manager	Agency Program Manager
Mindy Nelson-Oakes PO Box 41170 Olympia, WA 98504-1170 Mindy.Nelson-Oakes@courts.wa.gov	Krista Swain 25510 Lawson St Black Diamond, WA 98010 kwhiteswain@blackdiamondwa.gov

9. RECORDS, DOCUMENTS, AND REPORTS

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

commenced prior to the expiration of the required retention period, such period shall extend until all such litigation, claims, or audits have been resolved.

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

10. RIGHTS IN DATA

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

11. RESPONSIBILITY OF THE PARTIES

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

12. DISPUTE RESOLUTION

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

13. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized

representative of each party hereto. In revenue sharing procedures AOC will issue a unilateral amendment.

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

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

elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

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

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

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

**WASHINGTON STATE ADMINISTRATIVE
OFFICE OF THE COURTS**

**Black Diamond Municipal Court
THERAPEUTIC COURTS**

Dawn Marie Rubio 6/25/2025
Signature Date

Signature Date

Dawn Marie Rubio
Name

Krista White Swain
Name

WA State Court Administrator
Title

Judge
Title

ATTACHMENT A: USE OF FUNDS

FY2026 Use of Funds	
<u>Allowable Expenses</u> Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what's required under each spending category.	<u>Unallowable Expenses</u> Funds cannot be used for: • Replacing or supplanting the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding). • Program incentives that constitute a gift or reward. • Items and activities outside of the cost categories listed in the Court's contract. The list of unallowable expenses is <u>not exhaustive</u>. If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.
<u>Personnel Costs</u> Personnel salaries and benefits for staff while working on therapeutic court duties or procedures Court Staff including: • Coordinator • Case Manager • Peer Support • Prosecution • Defense • Probation • Judicial Officers ○ Judges ○ Pro Tem Judges ○ Commissioners	<u>Personnel Costs</u> Court Staff including: • Security Personnel • Supporting the salary/benefits of any staff member not related to the therapeutic court • Indirect Cost

<u>Supporting documents</u> must list staff member name, staff member title, pay period • Payroll Ledgers • Pay Stubs Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	
<u>Staff Equipment & Technology</u> • Includes equipment, supplies, software, and IT maintenance for staff that support the program. • Computers • Cell Phones • Printers/Fax Machines • Staff Desk equipment and supplies ○ Office Chairs for Staff ○ Office Desk for Staff ○ Desk Phone ○ Keyboard/Mouse ○ Monitor(s) ○ Headsets ○ Computer Webcams ○ Desk Organizers/Storage ○ Pens/Pencils ○ Paper/Notebooks ○ Paper Clips/Binders/Stapler ○ A/V equipment for courtroom ○ Other Office supplies ○ Translation Services (program materials) • IT Maintenance and Tech Support • Software Subscriptions • Supplies for community meetings and staff retreats	<u>Staff Equipment & Technology</u> • Furniture ○ Couches ○ Beds ○ Armoire ○ Atelier ○ Chaise longue ○ Chifforobe ○ Dresser ○ TV Stands ○ Bookcases ○ Accent Chairs ○ Conference Table • Software ○ New subscriptions for case management software ○ OCourt Subscriptions • Other Technology ○ A/V equipment for conference rooms

Supporting documents must list name of vendor, purchase date, amount paid, and method of payment • Receipts • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	
<u>Team Training/Travel</u> Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities. Exceptions to below list can be submitted for preapproval to CLJTherapeuticCourtsApplications@courts.wa.gov Prioritized Trainings • WSADCP trainings/conferences • All Rise trainings/conferences Other Eligible Training Suggestions upon approval of contract team • NADCP trainings/conferences • Center for Justice Innovation (CJI) trainings/conferences Travel expenses related to training • Meals (per diem rate) • Air travel – travel insurance/refundable tickets recommended • Lodging (per diem rate) – the AOC will not reimburse until after checkout • Transportation ○ Mileage ○ Car rental ○ Parking	<u>Team Training/Travel</u> • Training and travel expenses not pre-approved by AOC staff • Staff mileage to/from work site • Purchase of vehicles

○ Other Transport ▪ Ferries ▪ Taxis ▪ Uber/Lyft ▪ Bus fare ▪ Shuttle fare ▪ Subway/Link/Railway fare *Tips cover transportation and must not be over 15% of purchase total. <u>Supporting documents</u> must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment • Receipts (receipts not required for meals, the AOC reimburses at the per diem rate) • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	
<u>Treatment Services</u> Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care. • Participant Medical Insurance Deductibles and Spend Downs • Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment) • Lab & Toxicology Testing	<u>Treatment Services</u> • Professional Licensing Fees • Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

• Treatment Staff/Peer Support contracted by the court ○ Mental Health Services ○ Peer Support Services ○ SUDP ○ Veteran's Support Services <u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment • Receipts • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	
<u>Recovery Supports</u> Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program. <i>*Not an exhaustive list</i> • Participant Transportation ○ Bus Passes ○ Uber/Lyft Rides ○ Car Services ○ Other Transit Services • Food & Beverages - *Participants ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than \$20.00 per person) ○ Snacks ○ Water ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Food & Beverages *Staff	<u>Recovery Supports</u> • Gas cards • Gift Cards • Gifts • Logoed apparel • Driver Educational Courses • License reinstatement fees (i.e. Tickets, fines, etc.) • Advertising on radio stations, newspapers, billboards, etc.

○ Meals (<u>*Must</u> follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.) ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Cell Phones through a checkout program • Cell Minutes • Hygiene Products • Recovery Housing- when all other supports have been exhausted • Education ○ Parenting Classes ○ Financial Literacy • Graduation supplies • Driver's license/ID replacement fee <u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment • Receipts • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	
<u>Other Direct Costs</u> Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit to CLJTherapeuticCourtsApplications@courts.wa.gov	

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing the Mayor to execute a Professional Services Agreement with Jaydn Bond for Case Manager services for Black Diamond Therapeutic Court.	Agenda Date: August 7, 2025	
	AB25-072	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller/Xavier Mason	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Public Works – Scott Hanis		
Cost Impact (see also Fiscal Note): \$ 0		
Fund Source: State Appropriation through Administrative Office of the Court		
Timeline: June 2025 to July 2026		
	Court – Judge Swain/Tawnya Parks	X
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Resolution, Professional Services Agreement		
SUMMARY STATEMENT: The Black Diamond Municipal Court has received a continuing state appropriation from the Administrative Office of the Court for continued funding for our Therapeutic Court. Included in this funding source are the following: Continued contract for Case Manager to provide compassionate and empathetic support to individuals seeking assistance with mental health and substantive use of alcohol/drugs and challenges therein. The primary goal is to empower clients by drawing upon personal lived experiences to inspire, hope, promote recovery, and facilitate positive life changes. FISCAL NOTE (Finance Department): State appropriation will cover the cost of this Professional Services Agreement.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: A MOTION to approve Resolution No. 25-1689 authorizing the Mayor to enter into a Professional Services Agreement with Jaydn Bond as a Case Manager for the Black Diamond Therapeutic Court.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
August 7, 2025		

RESOLUTION NO. 25-1689

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO ENTER INTO A
PROFESSIONAL SERVICES AGREEMENT WITH JAYDN
BOND AS CASE MANAGER FOR THE BLACK DIAMOND
THERAPEUTIC COURT.**

WHEREAS, the Black Diamond Municipal Court has a therapeutic court state appropriation through Administrative Office of the Court and this funding has been authorized to extend the Professional Services Agreement for Jaydn Bond as a Case Manager for the Black Diamond Community Court; and

WHEREAS, the state appropriation fully covers the funding of the therapeutic court case manager beginning July 2025 and continuing to June 2026; and

WHEREAS, Jaydn Bond is a qualified individual, who has received her certificate in peer counseling, and has the capacity, knowledge and connections to provide case management duties to the court; and

WHEREAS, the court has determined that Ms. Bond is the best person to provide these services to the court;

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

Section 1. The Mayor is hereby authorized to execute a Professional Services Agreement with Jaydn Bond at a monthly rate of \$1,055, substantially in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF AUGUST, 2025.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

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

CITY OF BLACK DIAMOND, WASHINGTON ("City")

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: Carol Benson Phone: 360-851-4500 Fax: 360-851-4501

and

Jaydn Bond ("Consultant")

194 N Naches St

Buckley WA, 98321

Mailing Address:

PO Box 551 Buckley WA 98321

Phone: 360-367-0342; Email: emailjaydn@aol.com

Tax Id No.: _____

for Case Manger services to be rendered in connection with the Black Diamond
Therapeutic / Community Court.

TERMS AND CONDITIONS

1. Services by Consultant

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

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

1.3 This Agreement is effective upon execution by the Parties and shall remain in effect until the work described in Section 1.1 above is complete unless terminated by written notice in accordance with Section 6, below.

1.4 Consultant represents and warrants that it, its staff to be assigned to the Project, and its sub-consultants and their staff have the requisite training, skill, and experience necessary to

provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its sub-consultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

2. Schedule of Work

2.1 Consultant shall perform the services described in the Scope of Work, Exhibit "A", in a timely manner. Consultant shall not begin any work under this Agreement until the City has authorized work to proceed.

2.2 Consultant shall assure that it, and its sub-consultants, will have adequate staffing at all times in order to complete the Scope of Work in a timely manner. If factors beyond Consultant's control that could not have been reasonably foreseen as of the date of this Agreement cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate.

3. Compensation

☒ **FIXED SUM.** Compensation for the services provided in the Scope of Work shall be a fixed sum of \$1055 per month beginning July 1, 2025, and continue through June 30, 2026. This sum includes appearances at Black Diamond Therapeutic Court calendars and up to 28 hours of services listed in Schedule A. If additional hours are needed, Consultant must have submitted and received permission from the Court Administrator. Additional hours are to be compensated at a rate of \$25 per hour.

☐ **TIME AND MATERIALS.** The services provided in the Scope of Work shall be compensated on a time and materials basis, with services billed at the hourly rates stated in Exhibit "B", Schedule of Rates and Charges, attached hereto. Payment to the Consultant for work performed under this Agreement shall not exceed \$_____ without prior written authorization in the form of an amendment to this Agreement approved by both Parties.

4. Payment

4.1 Consultant shall provide monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.

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

4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a

longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.

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

5. Discrimination and Compliance with Laws

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

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

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

6. Suspension and Termination of Agreement

6.1 The City may terminate this Agreement for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Section 1. Termination shall be effective immediately upon posting or transmission of written notice by the City, or on such date as stated in the City's notice, whichever is later.

6.2 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed prior to the date of suspension or termination.

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

7. Standard of Care

Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

8. Ownership of Work Product

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

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

9. Indemnification/Hold Harmless

9.1 Consultant shall indemnify, and hold the City, its officers, employees, agents, and volunteers harmless from all claims, injuries, damages, losses, or suits (including all legal costs and attorney fees) arising out of or in connection with the acts, errors, or omissions of Consultant or its sub-consultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. If a court of competent jurisdiction determines that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City (including its officers, officials, employees, agents, and volunteers), the Consultant's liability hereunder shall be only to the extent of the Consultant's own negligence.

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

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

ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

10. Insurance

10.1 Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

10.2 Consultant shall procure and maintain insurance of the types described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

10.3 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

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

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

- b. The Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- c. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
- d. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.

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

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

11. Assigning or Subcontracting

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

12. Independent Contractor

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

13. Notice

City: ATTN: Mayor Benson City of
Black Diamond
P.O. Box 599
Black Diamond, WA 98010

Consultant: Jaydn Bond
194 N Naches St
Buckley WA, 98321
es Mailing Address:
PO Box 551 Buckley WA 98321

14. Disputes

15. Attorney Fees

16. Extent of Agreement/Modification

17. Conflict of Interest; Non-Collusion

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

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

ACKNOWLEDGED AND AGREED TO BY:

CITY OF BLACK DIAMOND By: _____ Carol Benson Its: Mayor Date: _____ Attest: By: _____ Brenda L. Martinez City Clerk	CONSULTANT By: <u>Jaydn Bond</u> _____ Jaydn Bond Its: Case Manager Support Date <u>7/29/25</u> _____ Approved as to form: By: _____ City Attorney
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EXHIBIT A

SCOPE OF WORK

The Case Manager will be under the direct supervision of the Therapeutic Court Case Coordinator.

Objective:

The Case Manager will provide compassionate and empathetic support to individuals seeking assistance with mental health and substantive use of alcohol/drugs and challenges therein. The primary goal is to empower clients by drawing upon personal lived experiences to inspire, hope, promote recovery, and facilitate positive life changes.

Responsibilities and Tasks:

Initial Engagement Responsibilities

- Conduct an initial one-on-one check-in with the participant to establish rapport, assess immediate needs, and gather background information from the CCAT or intake referral.
- Review the Participant Handbook and court policies in full, ensuring participant understanding and confirming acknowledgment with a signed form.
- Introduce the participant to the purpose and structure of peer support groups; clearly outline expectations for weekly peer check-ins and group participation.
- Coordinate with the Program Director/Community Court Coordinator to confirm assignment and entry into the program.
- Enter all relevant intake data, including the (SOC), into MyCase and internal tracking systems (Excel or equivalent), if not previously entered.
- Upload completed signed handbooks, and other documents into the secure e-filing system.

Ongoing Case Management Responsibilities

- Submit timely and detailed written status updates for each participant to the Community Court Coordinator ahead of scheduled court sessions.
- Monitor participant progress through consistent communication, motivational interviewing techniques, and check-ins between court dates.
- Facilitate referrals and ensure follow-through on service linkages including but not limited to: housing programs, behavioral health care, substance use disorder treatment (inpatient and outpatient), education, employment assistance, and life skills resources.
- Obtain monthly progress reports from treatment providers, review for accuracy and content, and file copies with the Program Director/Coordinator. Discuss participant progress and future needs as part of collaborative team planning before formal submission.
- Maintain accurate, up-to-date documentation in all required tracking systems, including MyCase and internal data sheets. Ensure all significant interactions, changes, or updates are reflected in real time.
- Attend all assigned court sessions to provide case management insight, support participant accountability, and report on individual progress urgency as needed.
- Collaborate closely with peer support staff, therapists, mentors, and service providers to maintain a continuum of care and ensure participants have full access to available wraparound supports.

- Monitor participant compliance with all court-ordered conditions, including attendance at peer groups(until peer obtained), treatment programs, and any assigned community service or education-related tasks.
- Promptly document and report any barriers to compliance, attendance concerns, or participant needs. Utilize a trauma-informed approach when addressing setbacks and helping participants re-engage.
 1. • Upload any new documentation (e.g., treatment records, compliance verification, incident reports) into the secure e-filing system and ensure status notes are updated accordingly.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing the Mayor to execute a Professional Services Agreement with Somer Johnson for Program Coordinator services for Black Diamond Therapeutic Court.	Agenda Date: August 7, 2025	
	AB25-073	
	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): \$0	Public Works – Scott Hanis	
Fund Source: State Appropriation through Administrative Office of the Court	Court – Judge Swain/Tawnya Parks	X
Timeline: July 2025 to June 2026		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Resolution; Professional Services Agreement		
SUMMARY STATEMENT: The Black Diamond Municipal Court has received continuing state appropriation from the Administrative Office of the Court for continued funding for our Therapeutic Court (TC). Included in this funding source are the following: Continued contract for Program Coordinator to: The largest cost for the community court is the cost of the Program Coordinator. This person attends start up meetings with the stakeholders for community court in order to set policies and procedures; attends arraignments for each calendar; meets with participants who have been selected for community court; conducts a risk/needs assessment individualized for each participant; creates a plan of action for successful completion of community court; attends resource meetings with each participant and assist each participant in following through and maintaining success with each of the goals set for the participant's case(s). FISCAL NOTE (Finance Department): State appropriation will cover the cost of this Professional Services Agreement.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to approve Resolution No. 25-1690 authorizing the Mayor to enter into a Professional Services Agreement with Somer Johnson as a Program Coordinator for Therapeutic Court.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 7, 2025		

RESOLUTION NO. 25-1690

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH SOMER
JOHNSON AS A PROGRAM COORDINATOR FOR THE
BLACK DIAMOND COMMUNITY COURT.**

WHEREAS, the Black Diamond Municipal Court has a therapeutic court state appropriation through Administrative Office of the Court and this funding has been authorized to extend the Professional Services Agreement for Somer Johnson as a Program Coordinator for the Black Diamond Community Court; and

WHEREAS, the state appropriation fully covers the funding of the Therapeutic Court Program Coordinator beginning July 2025 and continuing to June 2026; and

WHEREAS, the Court requires the expertise of a Program Coordinator for the purpose of facilitating the therapeutic court, including the duties of attending the arraignment hearings, meetings with prospective community court participants, conducting a risk/needs assessments for each individuals, preparing a plan of action for each individual, attending the resource room with each participant to connect the participants with providers, assisting each participant in each step of the plan of action for success, and attending court as needed to provide updates on each participant's status in their plan; and

WHEREAS, Somer Johnson is a qualified individual, who has worked in the field of substance use treatment and has the capacity, knowledge and connections to continue to provide this service to the court; and

WHEREAS, the court has determined that Ms. Johnson is the best person to provide these services to the court;

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

Section 1. The Mayor is hereby authorized to execute a Professional Services Agreement with Somer Johnson at a monthly rate of \$3,165, substantially in the form attached hereto as Exhibit A

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF AUGUST, 2025.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

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

CITY OF BLACK DIAMOND, WASHINGTON (“City”)

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: Carol Benson Phone: 360-851-4500 Fax: 360-851-4501

and

Somer Johnson (“Consultant”)

14515 Prairie Ridge Drive E

Bonney Lake, WA 98391

Phone: 253-590-3068; Email: sjohnson@blackdiamondwa.gov

Tax Id No.: _____

for professional services to be rendered in connection with
Black Diamond Therapeutic /Community Court.

TERMS AND CONDITIONS

1. Services by Consultant

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

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

1.3 This Agreement is effective upon execution by the Parties and shall remain in effect until the work described in Section 1.1 above is complete, unless terminated by written notice in accordance with Section 6, below.

1.4 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all

applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

2. Schedule of Work

2.1 Consultant shall perform the services described in the Scope of Work, Exhibit "A", in a timely manner/according to the schedule provided therein. Consultant shall not begin any work under this Agreement until the City has authorized work to proceed.

2.2 Consultant shall assure that it, and its subConsultants, will have adequate staffing at all times in order to complete the Scope of Work in a timely manner. If factors beyond Consultant's control that could not have been reasonably foreseen as of the date of this Agreement cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. The Consultant shall provide the City with written notice of any delay, or potential delay, that may trigger the need for a time extension within 3 business days after the Consultant becomes aware of the delay or potential delay.

3. Compensation

☒ FIXED SUM. Compensation for the services provided in the Scope of Work shall be a fixed sum of \$3,165 per month beginning July, 2025 and continue through June, 2026.

☐ TIME AND MATERIALS. The services provided in the Scope of Work shall be compensated on a time and materials basis, with services billed at the hourly rates stated in Exhibit "B", Schedule of Rates and Charges, attached hereto. Payment to the Consultant for work performed under this Agreement shall not exceed \$_____ without prior written authorization in the form of an amendment to this Agreement approved by both Parties.

4. Payment

4.1 Consultant shall provide monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.

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

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

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

5. Discrimination and Compliance with Laws

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

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

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

6. Suspension and Termination of Agreement

6.1 The City may terminate this Agreement for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Section 1. Termination shall be effective immediately upon posting or transmission of written notice by the City, or on such date as stated in the City's notice, whichever is later.

6.2 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed prior to the date of suspension or termination.

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

7. Standard of Care

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

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

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

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

9. Indemnification/Hold Harmless

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

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

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

10. Insurance

10.1 Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

10.2 Consultant shall procure and maintain insurance of the types described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

10.3 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

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

- a. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- b. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- c. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not

waive its right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

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

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

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

11. Assigning or Subcontracting

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

12. Independent Contractor

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

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

13. Notice

or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The Consultant further covenants that, in performance of this Contract, no person having any such interest shall be employed by the Consultant. The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

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

ACKNOWLEDGED AND AGREED TO BY:

CITY OF BLACK DIAMOND	CONSULTANT
By: _____ Carol Benson	By: _____ Somer Johnson
Its: Mayor	Its: Coordinator / Therapeutic Court
Date: _____	Date: _____
Attest:	Approved as to form:
By:	By:
_____ Brenda L. Martinez City Clerk	_____ City Attorney

EXHIBIT A

SCOPE OF WORK

The Program Coordinator for the Black Diamond Municipal Court will be under the direct supervision of the Court Administrator. The program coordinator will be responsible for assisting and engaging participants of Community Court through the entire process of their court case including assisting with intakes, needs assessment, service planning and linking with community providers, and attending appointments and court appearances.

The program coordinator will be responsible for data collection to assist in establishing grant performance metrics. Normal attention to detail is required to prevent errors. Employees in these positions have a great deal of contact with indigent defendants, public defenders, community organizations, and court, police, legal and other city employees. Work is performed in court, in an office setting and in the community.

Program Coordinator Duties:

Participant Intake & Case Management

- Conduct CCAT assessments and submit individualized program recommendations.
- Manage referral leads and enter data into MyCase and internal tracking sheets.
- Prepare and distribute intake packets, including:
 - - Participant intake forms
 - - Release of Information (ROI) forms
 - - Photo release consent
 - - Peer group-specific ROI documentation
- Initiate team-wide communication via email to coordinate onboarding for each new participant.
- Input Statement of Charges (SOC) and relevant terms into MyCase and Excel-based tracking logs.
- Provide referrals at initial contact for housing, substance use treatment, mental health support, education, and other wraparound services.
- Offer immediate support in the event of a crisis or emergent need.(stay up on training)
- Confirm enrollment and formally assign the participant to a designated Case Manager and peer support team.
- Deliver participant progress reports and updates on the court record and staffing.
- Support participants during scheduled court appearances and maintain communication between court dates.
- Schedule CCAT assessments and assist Case Managers in conducting weekly participant check-ins when needed.
- Ensure participants receive a thorough re-orientation to Community Court expectations after entry.

Administrative & Data Tracking

- Maintain accurate and up-to-date participant records across tracking systems, including spreadsheets and MyCase.
 - Log weekly updates, case notes, and participant correspondence consistently and thoroughly.
 - Track and analyze program metrics including:
 - - Number and type of referrals made
 - - Participant compliance with court requirements
 - - Completed community service hours
 - - Program exits, graduations, and re-engagements
 - Generate data-driven reports for stakeholders, funders, and quarterly updates to city councils.
-
- Assist with developing, submitting, and managing grant proposals and related compliance documentation.
 - Ensure all documentation, logs, and files remain current and audit-ready.

Program Operations & Development

- Create and revise internal manuals, policies, and procedures to reflect evolving program needs.
- Implement updated best practices from AOC, CIJ, AllRise, and other court innovation partners.
- Coordinate with peer supports, clinicians, and local service providers to ensure streamlined care.
- Facilitate regular staff meetings, court team check-ins, and multidisciplinary planning sessions.
- Support day-to-day court operations including case conferencing, docket planning, and schedule coordination.
- Identify and implement process improvements to enhance participant engagement and outcomes.
- Provide onboarding and occasional training to new staff members, volunteers, and interns.
- Maintain ongoing communication with city partners, including attendance at staff briefings and city council meetings.

Training, Outreach & Community Engagement

- Participate in professional development opportunities and trainings through AOC, CIJ, AllRise, and similar networks.
- Share emerging best practices, program successes, and updated resources with internal staff and external collaborators.
- Represent the Community Court program in public forums, advocacy groups, and advisory councils.
- Build and sustain partnerships with local providers for housing, employment, medical, and behavioral health services.

- Develop community education and outreach materials that promote public understanding of the program.
- Lead or contribute to the development of new forms, tracking tools, policies, and engagement strategies.
- Collaborate with other Community Courts across jurisdictions to promote consistency and shared learning.
- Partner with community programs to create and expand meaningful community service opportunities for participants.
- Work closely with local law enforcement on coordination, diversion strategies, and collaborative responses.

The Program Coordinator will appear at each arraignment calendar to assist in screening participants of the Black Diamond Community Court program. Once screened into the program, the coordinator will then complete an extensive risk/needs assessment and prepare a program plan for each participant in conjunction with the prosecuting attorney.

The Program Coordinator will also appear at each Resource Room Meeting, currently via zoom, on each Thursday after arraignment to assist in connecting the participants with their treatment providers. These meetings are currently held from 12:30 to 1:30 pm.

EXHIBIT B
SCHEDULE OF RATES AND CHARGES

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Amendment No. 5 to Professional Services Agreement with RH2 Engineering, Inc. for the Black Diamond Springs Rehabilitation project	Agenda Date: August 7, 2025	
	AB25-074	
	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): \$37,700	Public Works – Scott Hanis	X
Fund Source: WSFFA Partners	Court – Judge Swain/Tawnya Parks	
Timeline: Summer/Fall 2025		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Resolution; Amendment 5; Professional Services Agreement		
SUMMARY STATEMENT: Design work on the rehabilitation of the springs is nearing completion. The rehabilitation includes water conveyance to the top of the hill next to the Green River. The phase of work following the rehabilitation of the springs includes upgrading the conveyance down the hill to the Green River and crossing the river. There have been numerous challenges to crossing the river. One approach we have looked at is constructing a new bridge to replace the swinging bridge. There are structural challenges for the design of a bridge as well as constructability issues getting equipment down to the river. This amendment will explore the feasibility of utilizing the existing bridge and rehabilitating it to give safe maintenance access and to determine whether it can support the weight of larger water main. City staff will work with RH2 and their subconsultant, Peterson Structural Engineers, to analyze the existing bridge and provide options to the City for crossing the river. This amendment will also extend the agreement termination date to December 31, 2026. FISCAL NOTE (Finance Department): The Springs project is covered by the partners of the Water Supply Facilities Funding Agreement (WSFFA).		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		

RECOMMENDED ACTION: **MOTION** to adopt Resolution 25-1691 authorizing the Mayor to execute Amendment 5 to the Professional Services Agreement with RH2 Engineering, Inc. for the Black Diamond Springs Rehabilitation project.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 7, 2025		

RESOLUTION NO. 25-1691

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 5
WITH RH2 ENGINEERING, INC. FOR THE BLACK
DIAMOND SPRINGS REHABILITATION PROJECT**

WHEREAS, the City Council approved a professional services agreement with RH2 Engineering, Inc. for the rehabilitation of the springs, pumps, and transmission system by Resolution 18-1278; and

WHEREAS, the water mains currently crossing the Green River are attached to the existing bridge; and

WHEREAS, the construction of a new bridge to support the new water mains has brought challenges to the project; and

WHEREAS, this amendment will allow the City to look at options and the feasibility of utilizing the existing bridge;

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 5 to the Professional Services Agreement with RH2 Engineering, Inc. for the Black Diamond Springs Rehabilitation project, substantially in the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF AUGUST, 2025.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

City of Black Diamond
Contract Amendment No. 5
Black Diamond Springs Rehabilitation
Green River Bridge Evaluation

RH2 Project No. 0518179.00

In accordance with our Professional Services Agreement for the Black Diamond Springs Rehabilitation, this is an authorization to revise the project parameters as described below. The work will be performed and invoiced using the terms and conditions listed in the original agreement, plus previous amendments.

This Amendment modifies the following elements of the Scope of Work:

Reference attached **Exhibit A – Scope of Work**, **Exhibit B – Fee Estimate**, and **Exhibit C – Rates**.

The engineering fee authorization for this work is \$37,700.

The period of performance for the Agreement will be extended to December 31, 2026.

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

RH2 Engineering, Inc.

22722 29th Drive SE, Suite 210, Bothell, WA 98021



07/25/2025

SIGNATURE

DATE

City of Black Diamond

24301 Roberts Drive, Black Diamond, WA 98010

SIGNATURE

DATE

Geoffrey G. Dillard, Director

PRINT NAME & TITLE

PRINT NAME & TITLE

EXHIBIT A
Scope of Work
Amendment No. 8
City of Black Diamond
Black Diamond Springs Rehabilitation
Green River Bridge Evaluation
July 2025

Background

The City of Black Diamond's (City) Black Diamond Springs Rehabilitation project has included the design of a booster pump station (BPS) and on-site improvements, as well as transmission main improvements. Currently, a 6-inch pipe conveys water across a suspension bridge over the Green River to the BPS. The existing 6-inch pipe needs to be upsized to a 12-inch conveyance pipe to increase supply capacity from the City's springs source.

The City has asked RH2 Engineering, Inc., (RH2) to perform analyses to determine if the existing bridge can structurally support the proposed 12-inch pipe. RH2 has teamed with Peterson Structural Engineers, Inc., (PSE) as a subconsultant to perform the structural analyses and prepare a memorandum summarizing the findings.

Task 1 – Green River Bridge Evaluation

Objective: Attend one (1) site visit, identify and evaluate crossing alternatives, and prepare a memorandum summarizing the alternatives and findings. *This Task will be completed by PSE with assistance from RH2.*

Approach:

- 1.1 Attend up to twelve (12) hours of meetings with PSE, the City, third-party contractors, and other possible stakeholders/advisors.
- 1.2 Review existing conditions at the bridge site to better understand the existing structures, site constraints, and construction site access. *Two (2) PSE employees and two (2) RH2 employees will attend a half-day site visit.*
- 1.3 Identify and evaluate alternatives to address the City's need for increased drinking water capacity, including a suspension bridge, a prefabricated truss bridge, and the existing bridge. Identify advantages, disadvantages, overall feasibility, and approximate geometry for each alternative. Discuss alternatives that do not require new construction, including load rating or alternative water sources, along with alternative delivery methods to incorporate contractor input during design.
- 1.4 Coordinate with PSE to prepare a technical memorandum summarizing the criteria, crossing alternatives, and findings.
- 1.5 Perform project management services, including subconsultant coordination and invoicing.

Assumptions:

- *The technical memorandum is intended to provide qualitative planning-level input for the viable bridge alternatives and contracting considerations.*
- *The technical memorandum will not include formal recommendations, calculations, or drawings.*
- *RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City or others in relation to this Scope of Work. RH2 assumes that the entity providing such information to RH2 is either the owner of such information or has obtained written authorization from the owner to distribute said information.*

RH2/PSE Deliverables:

- Attendance at site visit.
- Technical memorandum summarizing the alternatives evaluation and findings in electronic PDF.

Project Schedule

EXHIBIT B

Fee Estimate

Amendment No. 8

City of Black Diamond

Black Diamond Springs Rehabilitation

Green River Bridge Evaluation

Jul-25

Description		Total ALL Hours	Total ALL Labor	Total Subconsultant	Total Expense	Total Cost
Task 1 Green River Bridge Evaluation		62	\$ 14,346	\$ 22,646	\$ 708	\$ 37,700
1.1	Attend meetings with PSE, City, and Stakeholders	12	\$ 3,208	\$ -	\$ 192	\$ 3,399.50
1.2	Review Existing Conditions at Site	11	\$ 2,436	\$ -	\$ 114	\$ 2,550.40
1.3	Identify and Evaluate Alternatives	14	\$ 3,428	\$ -	\$ 172	\$ 3,599.70
1.4	Coordinate with PSE to Prepare Technical Memorandum	20	\$ 4,204	\$ 22,646	\$ 200	\$ 27,050.20
1.5	Perform Project Management Services	5	\$ 1,070	\$ -	\$ 30	\$ 1,100.00
PROJECT TOTAL		62	\$ 14,346	\$ 22,646	\$ 708	\$ 37,700

EXHIBIT C
RH2 ENGINEERING, INC.
2025 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$174	\$/hr
Professional II	\$192	\$/hr
Professional III	\$214	\$/hr
Professional IV	\$235	\$/hr
Professional V	\$252	\$/hr
Professional VI	\$270	\$/hr
Professional VII	\$295	\$/hr
Professional VIII	\$318	\$/hr
Professional IX	\$328	\$/hr
Technician I	\$136	\$/hr
Technician II	\$148	\$/hr
Technician III	\$167	\$/hr
Technician IV	\$182	\$/hr
Technician V	\$199	\$/hr
Technician VI	\$219	\$/hr
Technician VII	\$238	\$/hr
Technician VIII	\$250	\$/hr
Administrative I	\$91	\$/hr
Administrative II	\$106	\$/hr
Administrative III	\$127	\$/hr
Administrative IV	\$148	\$/hr
Administrative V	\$171	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	\$0.7000	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

RESOLUTION NO. 18-1278

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

WHEREAS, the City does not have the staff expertise or resources to design the many features involved in the reconstruction of the transmission main, the pump station, the River crossing, and the springs collection capping; and

WHEREAS, the City advertised for civil engineering services and received Statements of Qualifications from interested consultants on January 9, 2018; and

WHEREAS, RH2 Engineering, Inc. is familiar with the City's water and sewer systems; and

WHEREAS, The project has been budgeted for and is financed by Palmer Coking Coal and Oak Pointe through the Water Supply and Facilities Funding Agreement; and

WHEREAS, City staff recommends authorizing a professional services agreement with RH2 Engineering, Inc. for this project;

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

Section 1. The Mayor is hereby authorized to execute a \$662,000 contract with RH2 Engineering, Inc. for the Springs Reconstruction Project.

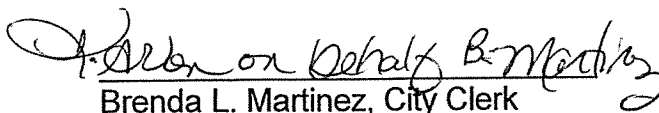
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF NOVEMBER, 2018.

CITY OF BLACK DIAMOND:



Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk

RESOLUTION NO. 18-1278

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH RH2
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PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF NOVEMBER, 2018.

CITY OF BLACK DIAMOND:



Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made by and between the City of Black Diamond (the "City"), a municipal corporation organized under the laws of the State of Washington, whose address is:

CITY OF BLACK DIAMOND, WASHINGTON
24301 Roberts Drive
Black Diamond, WA 98010

Contact: Seth Boettcher Phone: 360-886-5700 Fax: 360-886-5700

and RH2 Engineering, Inc. ("Consultant"), a corporation, organized under the laws of the State of Washington, doing business at:

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

Contact: Geoffrey G. Dillard, PE Phone: 253-327-1522 Fax: 425-951-5401
E-mail: gdillard@rh2.com

Tax Id No. 91-1108443

for professional services in connection with the following Project:

Black Diamond Springs Rehabilitation

TERMS AND CONDITIONS

1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

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

2. Schedule of Work.

A. Consultant shall perform the services described in the scope of work expeditiously, with the following goals: 1) Complete the design of Phase 1B by December 31st, so that bids can be received and pumps ordered and installed and operational before the end of May 2019. The other phases have permitting and other issues that could delay going to bid. Roughly the goal is to be ready to go to bid on all other phases by the end of 2019 or earlier and construction complete by the end of 2020.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

3. **Term.** This Agreement shall commence on the effective date and shall terminate on May 1st, 2020 unless extended in writing by the authority of Mayor, upon satisfactory completion of the project or as outlined in Section 8 of this Agreement.

4. **Compensation.**

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$662,000 without written authorization and will be based on the fee schedule attached hereto as Exhibit B, and the billing rates and reimbursable expenses attached hereto as Exhibit C.

5. **Payment.**

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

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

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

6. **Discrimination and Compliance with Laws**

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

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

C. Consultant shall obtain a City of Black Diamond business license prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

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

8. **Suspension and Termination of Agreement**

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed to the City's satisfaction. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant 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.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

9. **Standard of Care.** Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

10. **Ownership and Use of Work Product.**

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

B. The City agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of the City's reuse of work product created under this Agreement beyond the use for which it was originally intended without the written authorization of Consultant.

C. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

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

12. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is Subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

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

13. Insurance. The Consultant shall procure and maintain 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 Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
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.

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

15. Notice. Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Carol Benson
Mayor

RH2 Engineering, Inc.
Attn: Geoffrey G. Dillard, PE

24301 Roberts Drive
Black Diamond, WA 98010

Phone: 360-886-5700
Fax: 360-886-2592

22722 29th Drive SE, Suite 210
Bothell, WA 98021

Phone: 253-327-1522
Fax: 425-951-5401

16. Resolution of Disputes and Governing Law.

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

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, then any resulting litigation shall be filed in King County Superior Court, King County, Washington, which shall have exclusive jurisdiction and be the exclusive venue for any disputes arising out of or relating to this Agreement.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without reference to its choice-of-law rules. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

17. General Provisions.

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

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF BLACK DIAMOND,
WASHINGTON

CONSULTANT

By: Carol Benson
Carol Benson
Mayor

By: Geoffrey G. Dillard

Name: Geoffrey G. Dillard, PE

Title: Principal

Attest:

By: _____
Brenda Martinez
City Clerk

APPROVED AS TO FORM:

By: _____
David Linehan
City Attorney

EXHIBIT A
Scope of Work

EXHIBIT A
Scope of Work
City of Black Diamond
Black Diamond Springs Rehabilitation
Phases 1, 2, and 3
October 2018

Background

The City of Black Diamond (City) relies on natural groundwater springs on the south side of the Green River for its municipal water supply. The Black Diamond Springs (Springs) source includes two (2) active capture and impoundment facilities, an aboveground conveyance system that runs from the springs to the Green River crossing on an early 1900s cable suspension bridge, underground piping to the North Bank Pump Station (NBPS), and several thousands of feet of transmission main that deliver the water to the City's distribution system.

Many of the existing facilities are old, undersized, and vulnerable, most notably the aboveground conveyance system to the river crossing. The older facilities are near the end of their useful service life, difficult to access and maintain, and susceptible to damage or failure due to slope instability.

The purpose of the Black Diamond Springs Rehabilitation project is to repair, replace, and reconstruct the spring water source to enable full use of the City's water right in a long-term, efficient, and reliable manner that meets applicable Washington State Department of Health (DOH) requirements. This project will also increase the system's reliable capacity to fully utilize the City's maximum instantaneous (Qi) water right allocation of 1,410 gallons per minute (gpm) and maximum annual (Qa) water right allocation of 551 acre-feet per year (afy).

Based on previous work conducted by the City, it is assumed for this Scope of Work that a new cable suspension bridge will be constructed to cross the Green River. It is also understood that the City will contract directly with other firms to prepare the bridge design and address the geotechnical and surveying needs of this project. RH2 Engineering, Inc., (RH2) will use and rely upon information and data provided or generated by the City and others.

Project Phasing

- 1. Phase 1 – Conveyance System Upgrade.** The system required to deliver spring water to the north side of the river is old, undersized, and vulnerable and should be upgraded, taking into consideration slope stability, pipeline access, permitting, construction and maintenance costs, flooding hazards, etc. The pipe will be replaced, a new suspension bridge will be constructed, and larger pumps will be installed at the NBPS to increase the reliable capacity of the pump station. Phase 1 will be bid in two phases: Phase 1a for the pump station improvements and Phase 1b for the conveyance system improvements.
- 2. Phase 2 – Transmission Main Replacement.** The transmission capacity from the NBPS to the City's system is limited due to undersized pipe. In addition, the pipe is constructed of substandard material—asbestos cement (AC). Phase 2 will further augment the system's transmission capacity to fully utilize the City's water rights. Approximately 9,000 linear feet (LF) of transmission main will be replaced.
- 3. Phase 3 – Spring Protection Improvements.** The Springs capture and impoundment facilities will be upgraded to reduce vulnerability to damage from natural events, isolate the impacts and risks of

contamination from surface water, reduce manmade contamination risks from maintenance activities, and reduce the likelihood that DOH could reclassify the springs and collection system as Ground Water Under the Influence of Surface Water (GWI).

Project Schedule

The City's goal is to increase the capacity of the Springs supply as soon as possible. Therefore, Phase 1 will be permitted and constructed first. Phase 1 should increase the deliverable capacity of the Springs from approximately 400 gpm to 950 gpm. Phase 2 should increase the deliverable capacity of the Springs from approximately 950 gpm to 1,410 gpm. It is anticipated that Phase 3 will not increase the Springs capacity, but it will improve reliability and avoid additional treatment requirements to address surface water influence concerns.

The City will contract directly with Parametrix, Inc. (Parametrix) to design the new cable suspension bridge and perform the surveying needs for the project. In addition, the City and Parametrix will work directly with PanGeo, Inc. (PanGeo) to perform the geotechnical investigations required for Phase 1 of this project. Permitting will involve King County and may involve the U.S. Army Corps of Engineers (USACE) and are long lead items.

Although all three phases will be sequenced over time, some tasks can be accomplished concurrently. A single State Environmental Policy Act (SEPA) process will be undertaken for all three phases. In addition, the geological investigation and preparation of engineering geology technical memoranda can be accomplished simultaneously for all three phases. A project report has already been prepared and approved by DOH for Phase 1. However, a second project report will be required for Phase 3.

Phase 1 – Conveyance System Upgrade

The existing springs collection systems and conveyance pipes from the Black Diamond Springs junction box to the NBPS are undersized, nearing the end of its useful service life, and not adequately secured along the steep-bank section on the south side of the Green River. RH2 will provide the design and permitting documents necessary to prepare the project for construction.

The existing conveyance system is approximately 1,330 LF in length, has two (2) existing pumps, and includes:

- Crossing under a tributary of the Green River on the upper south plateau (*replacement is assumed to be via open-trench construction*);
- Traversing a steep slope section from the upper south plateau to the Green River (*it is assumed that this section will be replaced with a new cable suspension bridge*);
- Crossing the Green River via an existing cable bridge (*it is assumed that this section will be replaced with a new cable suspension bridge*);
- Connecting to the existing NBPS (*assumed via open trench construction*); and
- Replacing the existing pumps at the NBPS.

This project will review the required pipe diameter and pump station upgrades necessary to deliver 1,410 gpm of water supply from the Black Diamond Springs to the City's water system.

Task 1 – Plans and Specifications

Objective: Prepare plans, specifications, and a construction cost estimate for the proposed conveyance system.

Approach:

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Black Diamond Springs Rehabilitation

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Scope of Work

- 1.1 Perform one (1) site visit to review the survey and proposed alignment.
- 1.2 Coordinate with Parametrix and Pan Geo on the proposed bridge. Attend three (3) coordination meetings with City staff and other firms to discuss alignment and design issues. Incorporate Parametrix's bridge design plans and specifications into the overall bid documents.
- 1.3 Evaluate soil corrosivity.
- 1.4 Evaluate and select pump sizes to deliver 950 gpm or 1,410 gpm based on the City's input.
- 1.5 Develop design plans to include the following.
 - Cover sheet and general information sheet.
 - Plan and profile sheets.
 - Access road construction and permanent improvements.
 - Tributary crossing.
 - Slope anchoring system for north bank water main.
 - Mechanical improvements.
 - Structural improvements.
 - Electrical improvements.
 - Telemetry and controls modifications.
 - Construction details.
- 1.6 Perform hydraulic analyses to develop system curves for pump selection and pipe material evaluation.
- 1.7 Evaluate the power requirements and assist the City with confirming load capacity of its power lines to the NBPS.
- 1.8 Develop preliminary specifications based on RH2 modified Washington State Department of Transportation (WSDOT) format. Assemble technical specifications and non-technical documents as needed for the water main work. The City shall provide RH2 with the most current version of the City's standard public works contract documents.
- 1.9 Develop project schedule, quantity schedules and an engineer's estimate.
- 1.10 Perform an internal quality assurance/quality control (QA/QC) review of the plans and technical specifications.
- 1.11 Attend three (3) coordination meetings with City staff to discuss alignment and design issues.
- 1.12 Finalize the plans, bid documents, and specifications based on City review comments and internal quality control review for Phase 1a pump station improvements.
- 1.13 Finalize the plans, bid documents, and specifications based on City review comments and internal quality control review for Phase 1b conveyance system improvements.

Assumptions:

- *Parametrix will provide design plans and specifications for inclusion into the RH2-prepared bid packages.*
- *RH2 will utilize the City-provided survey (prepared and updated by Parametrix in 2017).*

- *Plans will be produced in color at a 1-inch equals 20 feet scale.*
- *RH2 is entitled to rely on the accuracy and completeness of any data, information, or materials provided by the City or others in relation to this work.*
- *The City has an easement for access to property not owned by the City, and if additional negotiations are necessary then they will be handled by the City.*
- *The existing power grid can support the load from the new pumps.*
- *The existing telemetry panel will not need any modifications to control the new pumps.*

Provided by the City:

- Access to the site for a site visit.
- Access to property not owned by the City.
- Coordination with property owners.
- Construction easement.
- Geotechnical reports.
- Design plans and specifications for the new cable suspension bridge.

RH2 Deliverables:

- Attendance at six (6) coordination meetings.
- Project Schedule.
- Two (2) hard copies of the plans, specifications, and probable construction cost estimate, submitted to the City in 11-inch by 17-inch color format for 60-percent and final review.

Task 2 – Permitting Assistance

Objective: Identify environmental constraints associated with the proposed project improvements and evaluate the permits needed to accomplish the project. Prepare the permit applications and submit to applicable regulatory agencies. Facilitate permit reviews and approvals by responding to agency requests/questions.

Approach:

- 2.1 Compile the background environmental site data available from online public agency sources to guide site investigations and permit compliance, including soils, wetlands, water mapping, sensitive species and habitats, and regulatory requirements.
- 2.2 Attend a pre-application meeting with the City and the King County Department of Development and Environmental Services (KCDDDES). Prepare the permitting documents and respond to KCDDDES comments. *It is assumed that two (2) resubmittals will be required.*
- 2.3 Prepare a SEPA Environmental Checklist and a Conditional Use Permit (CUP) application for City submittal and processing. Attend and assist the City during the permitting intake meeting. *It is assumed that the City will prepare the SEPA Environmental Checklist prior to the submittal of the Shoreline Substantial Development Permit (SSDP) at King County (County). Unless determined otherwise through consultation with City Planning staff, it is assumed that the SEPA Environmental Checklist will be processed under the umbrella of the CUP, and that the Sensitive Areas, Tree Removal, and Clearing/Grading permits would be reviewed concurrently. Consequently, this subtask includes*

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preparation of those permit packages as well. It is assumed that one (1) SEPA Environmental Checklist and CUP will be prepared to address Phases 1 through 3 of the project, with the expectation that a SEPA Environmental Checklist amendment may be needed for Phases 2 and 3 as more project information is developed. Additional documentation for the accompanying permit applications may be needed for Phases 2 and 3 as more project information is developed.

- 2.4 Prepare the SSDP for County submittal and processing. Prepare Critical Areas Report (CAR) and Mitigation Plan for inclusion with the SSDP. *It is assumed that the SSDP submittal will also include Site and Design Plans (e.g., clearing, grading, erosion control, structural, mitigation, etc.), Geotechnical Investigation and Report, Structural Assessment of the existing bridge, etc. Attend the permitting intake meeting and assist the City, as needed. It is assumed that the SSDP and CAR will address Phases 1 through 3 of the project; however, additional documentation for the accompanying permit applications may be needed for Phases 2 and 3 as more project information is developed.*
- 2.5 Prepare a Hydraulic Project Approval (HPA) application for submittal to the Washington Department of Fish and Wildlife (WDFW) to construct the creek crossing and possibly the river crossing. Work with the City to prepare the application and necessary submittal elements and submit the application on the City's behalf.
- 2.6 Prepare a Joint Aquatic Resource Permit Application (JARPA) for submittal to the USACE and the Washington State Department of Ecology (Ecology) for creek/river crossing work, as needed. This requirement is dependent on the selected method for crossing these waterbodies and will need to be further evaluated. *This subtask assumes that Section 404 approval through the USACE will also require Endangered Species Act (ESA) documentation in the form of a No Effect Letter and Cultural Resources Survey. If required, RH2 would sub-consult with a local cultural firm for the Cultural Resources Survey work. Submittal to USACE will also require specialized 8½-inch by 11-inch project plans.*

Assumptions:

- *Existing and newly completed additional survey data from Parametrix is adequate for this project.*
- *The City will submit application forms.*
- *The City will pay all permit fees directly.*
- *The project is not located within the public right-of-way; therefore, a grading permit through the County will be required.*
- *The City already has an easement with the Washington State Parks and Recreation Commission (Parks) and additional negotiations will not be necessary.*
- *Parks will not require additional permit applications.*
- *A Construction Stormwater General Permit (CSGP) will not be required for Phase 1 improvements.*

RH2 Deliverables:

- Electronic environmental site data for inclusion in project permit documents in PDF form.
- Documentation of correspondence with regulatory agency staff, meeting agenda and minutes, and associated coordination for site meetings, if needed.
- SEPA Environmental Checklist in PDF form.
- CUP application for City submittal in PDF form.
- CAR that meets both the County and City Sensitive Areas Code requirements in PDF form.

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- Mitigation Plan for shoreline impacts – draft, one revision, and final *(to comply with County reviews)* in PDF form.
- Clear/Grade and Grading Permit application meeting both the County and City clearing/grading requirements in PDF form.
- SSDP application for submittal to the County in PDF form.
- HPA and JARPA applications for submittal to WDFW, Ecology, and USACE in PDF form.
- List of anticipated permits and costs included in the DOH project report in PDF form.

Task 3 – Services During Bidding for Phase 1a

Objective: Assist the City in advertising and administering the bids and awarding the construction contracts.

Approach:

- 3.1 Produce one (1) set of electronic bid documents to be used for online viewing by prospective bidders. Produce five (5) sets of half-size plans and specifications.
- 3.2 Prepare up to two (2) addenda to the plans and specifications, as needed, to notify prospective bidders of changes and provide clarification.
- 3.3 Respond to contractor questions regarding the project.
- 3.4 Attend the bid opening and assist the City in tabulating the bid results.

Assumptions:

- *It is assumed that the City will pay bid advertisement fees directly.*

Provided by the City:

- Bid award process and construction contract execution.
- Bid tabulation.
- Reference check of lowest bidder.
- Project award recommendation letter.

RH2 Deliverables:

- Plans and specifications for bidders, the City, and RH2 as outlined in subtask 4.1.
- Phone assistance to vendors and bidders during the advertisement phase.
- Up to two (2) addenda, if necessary, in electronic format.

Task 4 – Services During Bidding for Phase 1b

Objective: Assist the City in advertising and administering the bids and awarding the construction contracts.

Approach:

Produce one (1) set of electronic bid documents to be used for online viewing by prospective bidders. Produce five (5) sets of half-size plans and specifications.

- 4.1 Prepare up to two (2) addenda to the plans and specifications, as needed, to notify prospective bidders of changes and provide clarification.
- 4.2 Respond to contractor questions regarding the project.

4.3 Attend the bid opening and assist the City in tabulating the bid results.

Assumptions:

- *It is assumed that the City will pay bid advertisement fees directly.*

Provided by the City:

- Bid award process and construction contract execution.
- Bid tabulation.
- Reference check of lowest bidder.
- Project award recommendation letter.

RH2 Deliverables:

- Plans and specifications for bidders, the City, and RH2 as outlined in subtask 4.1.
- Phone assistance to vendors and bidders during the advertisement phase.
- Up to two (2) addenda, if necessary, in electronic format.

Phase 2 – Transmission Main Replacement

The existing 8-inch-diameter transmission main from the NBPS to the City's system is both undersized and of substandard material (AC). Portions of the water main are installed on sections of steep slope and along an abandoned railroad alignment. RH2 will prepare the bid documents necessary for construction of the transmission main replacement project.

Task 1 – Plans and Specifications

Objective: Prepare plans, specifications, and a construction cost estimate for the proposed transmission main.

Approach:

- 1.1 Perform one (1) site visit to review survey and proposed alignment.
- 1.2 Coordinate with the surveyor to obtain topographic information for the proposed alignment. *It is assumed that sub-surface investigation, such as ground penetrating radar (GPR), will be utilized to locate the existing water main.*
- 1.3 Develop preliminary plans to include the following.
 - Cover sheet and general information sheet.
 - Plan and profile sheets.
 - Construction details.
- 1.4 Develop preliminary specifications based on RH2 modified WSDOT format. Assemble technical specifications and non-technical documents as needed for the water main work. *The City shall provide RH2 with the most current version of the City's standard public works contract documents.*
- 1.5 Develop project schedule, quantity schedules and engineer's estimate.
- 1.6 Perform internal QA/QC review of the plans and technical specifications.
- 1.7 Attend three (3) coordination meetings with City staff to discuss alignment and design issues.

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- 1.8 Finalize plans, bid documents, and specifications based on City review comments and internal quality control review.

Assumptions:

- *RH2 will utilize the City-provided survey for Task 1.1.*
- *RH2 will coordinate with the land surveyor for Task 1.2.*
- *Plans will be produced in color at a 1-inch equals 20 feet scale.*
- *RH2 is entitled to rely on the accuracy and completeness of any data, information, or materials provided by the City or others in relation to this work.*
- *The City has an easement for access to property not owned by the City and additional negotiations will not be necessary.*
- *AC pipe will be abandoned in place and an asbestos abatement plan will not be prepared.*

Provided by the City:

- Construction records/reports of the existing transmission main.
- Access to the site for a site visit.
- Access to property not owned by the City, if necessary.
- Coordination with property owners.
- Construction easement.

RH2 Deliverables:

- Attendance at three (3) coordination meetings.
- Project Schedule.
- Plans, specifications, and probable construction cost estimate submitted to the City as two (2) hard copy files in 11-inch by 17-inch color format for 60-percent and final review.

Task 2 – Permitting Assistance

Objective: Assist the City in preparing and submitting project permits.

Approach:

- 2.1 Perform environmental site investigations along the project alignment to inform project permitting efforts.
- 2.2 Prepare the grading permit for submittal to KCDDDES. Work with the City to submit the grading permit application, and associated plans, technical studies, etc., for permit issuance.
- 2.3 Prepare the CSGP Notice of Intent (NOI) and work with the City to publish notices for compliance under the National Pollutant Discharge Elimination System (NPDES) permit. Prepare documentation and the necessary application forms to coordinate work with the overhead power utility operator.
- 2.4 Prepare documentation and assist the City to coordinate with Parks. *It is assumed that two (2) coordination meetings will be required for this phase of the project.*

Assumptions:

- *Another pre-application meeting (in addition to the one conducted in Phase 1) will not be needed for this phase of the project.*
- *The SEPA Environmental Checklist will have been completed as part of the Phase 1 efforts and no additional SEPA work will be required for Phase 2. Additionally, the proposed pipe diameter is 12 inches, and not anticipated to cross state waters, thus it would be SEPA exempt.*
- *Critical areas are not present on the Parks property; therefore, no critical areas mitigation or report will be required. If critical areas are determined to be present through environmental site investigations, design can be modified to work around these features, thereby avoiding impacts and necessary permitting.*
- *The existing railroad alignment is considered a roadway prism for permitting processes and culvert crossings and work next to adjacent wetlands will not require additional permitting.*

Provided by the City:

- *The City will coordinate directly with private land owners along the alignment (i.e., the gun club).*
- *If Parks requires additional permit applications, then this process will be performed by City staff.*
- *The City will pay all permit fees directly.*

RH2 Deliverables:

- Grading permit application and submittal to KCDDDES in PDF form.
- CSGP NOI submittal online.
- Attendance at two (2) Parks meetings.

Task 3 – Geologic Review

Objective: Provide engineering geology and geotechnical evaluation to support the transmission main design.

Approach:

- 3.1 Conduct site reconnaissance along the transmission main alignment and evaluate the geologic hazards along alignment.
- 3.2 Perform a subsurface investigation at four (4) locations along the alignment, using a City-provided operator and backhoe. Collect soil samples for soil laboratory analysis.
- 3.3 Evaluate soil corrosivity.
- 3.4 Provide an engineering geology and geotechnical memorandum identifying the geological conditions and recommendations for design and construction. Evaluate the conditions for directional drilling, other trenchless construction options, and open-cut trenching.

Provided by the City:

- Backhoe, operator, and access to investigation locations.
- Payment of soil laboratory fees.

RH2 Deliverables:

- One (1) site visit to collect soil samples.
- Test pit logs, soil laboratory reports, and engineering geology and geotechnical memorandum in PDF form.

Task 4 – Services During Bidding

Objective: Assist the City in advertising and administering the bids and awarding the construction contracts.

Approach:

- 4.1 Produce one (1) set of electronic bid documents to be used for online viewing by prospective bidders. Produce five (5) sets of half-size plans and specifications.
- 4.2 Prepare up to two (2) addenda to the plans and specifications, if needed, to notify prospective bidders of changes and provide clarification.
- 4.3 Respond to contractor questions regarding the project.
- 4.4 Attend the bid opening and assist the City in tabulating the bid results.

Assumptions:

- *It is assumed that the City will pay bid advertisement fees directly.*

Provided by the City:

- Bid award process and construction contract execution.
- Bid tabulation.
- Reference check of lowest bidder.
- Project award recommendation letter.

RH2 Deliverables:

- Plans and specifications for bidders, the City, and RH2, as outlined in subtask 4.1.
- Phone assistance to vendors and bidders during the advertisement phase.
- Up to two (2) addenda, if necessary, in electronic format.

Phase 3 – Springs Protection Improvements

The Black Diamond Springs collection system is inadequately protected from the surrounding environment. This project will provide the infrastructure necessary to isolate the collection areas for Springs 1 and 3 from surface water runoff, rain, insects, animals, and human actions.

Task 1 – Prepare Project Report

Objective: Document the project intent in a project report. Summarize the proposed improvements and identify the estimated costs, schedules, and scope of the design.

Approach:

- 1.1 Prepare and evaluate up to three (3) design alternatives.
- 1.2 Estimate construction costs for each alternative.
- 1.3 Perform a site visit to collect additional observed data.
- 1.4 Prepare project schematic site plans utilizing the existing survey provided to the City (Parametrix 2017).
- 1.5 Prepare for and attend one (1) meeting with City staff to discuss the results of analysis and review design options.

- 1.6 Prepare a project report based on applicable Washington Administrative Code (WAC) report requirements. Document the background and objectives of the project, preliminary design, and project design criteria.

Provided by the City:

- Electronic files from the Parametrix survey in AutoCAD format.

RH2 Deliverables:

- Two (2) copies of schematic site plans and project report to DOH in PDF form.
- Attendance one (1) design option review meeting.

Task 2 – Geologic Review

Objective: Provide both an engineering geology and geotechnical evaluation to support the proposed design and constructability evaluation.

Approach:

- 2.1 Conduct site reconnaissance and evaluate the observable geologic hazards at the Springs collection system.
- 2.2 Investigate the subsurface conditions at up to two (2) locations using a City-provided backhoe and operator. Collect soil samples for soil laboratory analysis.
- 2.3 Provide an engineering geology and geotechnical memorandum summarizing findings, geological conditions, and recommendations for design and construction.

Provided by the City:

- Backhoe and operator, as well as access to investigation locations.
- Payment of all soil laboratory fees.

RH2 Deliverables:

- One (1) site visit to collect soil samples.
- Test pit logs and soil laboratory reports in PDF form.
- Engineering geology technical memorandum in PDF form.

Task 3 – Prepare Preliminary Design

Objective: Prepare the preliminary design plans that illustrate the improvements at Springs 1 and 3 based on the incorporated results of other tasks.

Approach:

- 3.1 Evaluate construction access requirements for Springs 1 and 3.
- 3.2 Prepare design concepts to guide the cost estimates and final design based on the selected alternative.
- 3.3 Evaluate construction methods and phasing issues to protect the Black Diamond Springs during construction.
- 3.4 Develop preliminary site plans for the project.
- 3.5 Develop a schematic design for the structures that are necessary to protect the Springs.

RH2 Deliverables:

- Two (2) sets of 11-inch by 17-inch color preliminary plans. *Construction bid documents will be prepared under a separate task.*

Task 4 – Permitting Assistance

Objective: Identify the environmental constraints associated with the proposed project improvements and evaluate the permits needed to accomplish the project. Prepare and submit environmental permit applications.

Approach:

- 4.1 Conduct investigations of the Springs, as needed, to supplement investigations performed in Phase 1. Document the investigations for permit applications.
- 4.2 Prepare a City building permit for review of the proposed Springs source cover.
- 4.3 Prepare sensitive areas permit and grading permit for City review and processing.
- 4.4 Coordinate with DOH staff and update the DOH project report.

Assumptions:

- *Existing survey data from Parametrix is adequate for this project.*
- *The SEPA Environmental Checklist, CUP, and Critical Areas reports completed for Phase 1 will be sufficient to cover Phase 3 improvements, such that no additional permitting with respect to these elements will be required.*

RH2 Deliverables:

- City Building permit application in PDF form.
- Two (2) hard copies of updated DOH project report for resubmittal.

Task 5 – Final Plans and Specifications

Objective: Prepare plans, specifications, and construction cost estimate for the proposed Springs protection improvements.

Approach:

- 5.1 Conduct one (1) site visit with City staff.
- 5.2 Plans to include the following.
 - Cover sheet and general information sheet.
 - Building elevations.
 - Mechanical improvements.
 - Structural improvements.
 - Collection box improvements.
 - Construction details.
- 5.3 Develop the specifications based on RH2 modified WSDOT format. Assemble technical specifications and non-technical documents as needed for the springs improvements. *The City shall provide RH2 with the most current version of the City's standard public works contract documents.*

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- 5.4 Develop the project schedule, quantity schedules and engineer's estimate.
- 5.5 Perform an internal QA/QC review of the plans and technical specifications.
- 5.6 Attend three (3) coordination meetings with City staff to discuss the improvements and design issues.
- 5.7 Finalize plans, bid documents, and specifications based on City review comments and internal quality control review.

Assumptions:

- *Plans will be produced in color at a 1-inch equals 20 feet scale.*
- *RH2 is entitled to rely on the accuracy and completeness of any data, information, or materials provided by the City or others in relation to this work.*
- *All work will occur on City owned property.*

Provided by the City:

- Construction records/reports of existing Springs collection system.
- Access to the site for site visit.
- Access to property not owned by the City, if necessary.
- Coordination with property owner.
- Construction easement.

RH2 Deliverables:

- One (1) site visit.
- Project Schedule.
- Attendance at three (3) coordination meetings.
- Two (2) hard copy plans, specifications, and probable construction cost estimate, submitted to the City in 11-inch by 17-inch color format for 60-percent and final review.

Task 6 – Services During Bidding

Objective: Assist the City in advertising and administering the bids and awarding the construction contracts.

Approach:

- 6.1 Produce one (1) set of electronic bid documents to be used for online viewing by prospective bidders. Produce five (5) sets of half-size plans and specifications.
- 6.2 Prepare up to two (2) addenda to the plans and specifications, if needed, to notify prospective bidders of changes and provide clarification.
- 6.3 Respond to contractor questions regarding the project.
- 6.4 Attend the bid opening and assist the City in tabulating the bid results.

Assumptions:

- *It is assumed that City will pay bid advertisement fees directly.*

Provided by the City:

- Bid award process and construction contract execution.

City of Black Diamond
Black Diamond Springs Rehabilitation

Exhibit A
Scope of Work

- Bid tabulation.
- Reference check of lowest bidder.
- Project award recommendation letter.

RH2 Deliverables:

- Plans and specifications for bidders, the City, and RH2, as outlined in subtask 6.1.
- Phone assistance to vendors and bidders during the advertisement phase.
- Up to two (2) addenda, if necessary, in electronic format.

EXHIBIT B

Fee Schedule

EXHIBIT B.1

City of Black Diamond
Black Diamond Springs Rehabilitation
Phase 1 - Conveyance System Upgrade
Fee Estimate

Description		Total Hours	Total Labor	Total Expense	Total Cost
Classification					
Task 1	Plans and Specifications	1197	\$ 232,783	\$ 15,017	\$ 247,800
1.1	Perform One (1) Site Visit	26	\$ 5,210	\$ 402	\$ 5,612
1.2	Coordinate with Parametrix and Pan Geo	123	\$ 24,711	\$ 1,191	\$ 25,902
1.3	Evaluate Soil Corrosivity	8	\$ 1,576	\$ 596	\$ 2,172
1.4	Evaluate and Select Pumps	26	\$ 5,046	\$ 210	\$ 5,256
1.5	Develop Design Plans	506	\$ 98,606	\$ 5,460	\$ 104,066
1.6	Perform Hydraulic Analyses to Develop System Curves	72	\$ 14,562	\$ 636	\$ 15,198
1.7	Evaluate Power Requirements	12	\$ 2,168	\$ 191	\$ 2,359
1.8	Develop Preliminary Specifications	78	\$ 13,362	\$ 1,176	\$ 14,538
1.9	Develop Schedules and Engineer's Estimate	28	\$ 5,876	\$ 364	\$ 6,240
1.10	Perform Internal QA/QC Review of Plans and Specifications	76	\$ 15,652	\$ 911	\$ 16,563
1.11	Attend Three (3) Coordination Meetings	24	\$ 5,368	\$ 405	\$ 5,773
1.12	Finalize Plans, Bid Documents, and Specs for Phase 1a Pumps	142	\$ 27,114	\$ 2,350	\$ 29,464
1.13	Finalize Plans, Bid Documents, and Specs for Phase 1b Water Main	76	\$ 13,532	\$ 1,125	\$ 14,657
Task 2	Permitting Assistance	298	\$ 51,156	\$ 2,644	\$ 53,800
2.1	Compile Background Environmental Data	18	\$ 3,110	\$ 215	\$ 3,325
2.2	Prepare KCDDDES Permitting Documents	26	\$ 4,744	\$ 358	\$ 5,102
2.3	Prepare SEPA and CUP Applications	36	\$ 6,188	\$ 374	\$ 6,562
2.4	Prepare SSDP, CAR, and Mitigation Plan for County Submittal	86	\$ 14,478	\$ 691	\$ 15,169
2.5	Prepare HPA Application	66	\$ 11,318	\$ 503	\$ 11,821
2.6	JARPA Process	66	\$ 11,318	\$ 503	\$ 11,821
Task 3	Services During Bidding Phase 1a	59	\$ 11,481	\$ 1,219	\$ 12,700
3.1	Produce Bid Documents	17	\$ 2,977	\$ 729	\$ 3,706
3.2	Prepare Addenda	15	\$ 2,811	\$ 134	\$ 2,945
3.3	Respond to Contractor Questions	13	\$ 2,645	\$ 188	\$ 2,833
3.4	Attend the Bid Opening	14	\$ 3,048	\$ 167	\$ 3,215
Task 4	Services During Bidding Phase 1b	59	\$ 11,481	\$ 1,219	\$ 12,700
4.1	Produce Bid Documents	17	\$ 2,977	\$ 729	\$ 3,706
4.2	Prepare Addenda	15	\$ 2,811	\$ 134	\$ 2,945
4.3	Respond to Contractor Questions	13	\$ 2,645	\$ 188	\$ 2,833
4.4	Attend the Bid Opening	14	\$ 3,048	\$ 167	\$ 3,215
Phase 1 - Conveyance System Upgrade		1613	\$ 306,901	\$ 20,099	\$ 327,000

EXHIBIT B.2

City of Black Diamond

Black Diamond Springs Rehabilitation

Phase 2 - Transmission Main Replacement

Fee Estimate

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Classification						
Task 1	Plans and Specifications	503	\$ 83,021	\$ -	\$ 9,979	\$ 93,000
1.1	Perform Site Visit	17	\$ 2,941	\$ -	\$ 523	\$ 3,464
1.2	Coordinate with Surveyor	8	\$ 1,424	\$ -	\$ 103	\$ 1,527
1.3	Develop Preliminary Plans	217	\$ 36,479	\$ -	\$ 4,914	\$ 41,393
1.4	Develop Preliminary Specifications	47	\$ 6,889	\$ -	\$ 267	\$ 7,156
1.5	Develop Schedules and Engineer's Estimate	13	\$ 2,377	\$ -	\$ 181	\$ 2,558
1.6	Perform Internal QA/QC Review	22	\$ 3,648	\$ -	\$ 323	\$ 3,971
1.7	Attend Coordination Meetings	28	\$ 5,386	\$ -	\$ 503	\$ 5,889
1.8	Finalize Plans and Specifications	151	\$ 23,877	\$ -	\$ 3,166	\$ 27,043
Task 2	Permitting Assistance	92	\$ 15,920	\$ -	\$ 1,280	\$ 17,200
2.1	Perform Environmental Site Investigations	23	\$ 3,980	\$ -	\$ 385	\$ 4,365
2.2	Prepare Grading Permit for KCDDDES	23	\$ 3,980	\$ -	\$ 313	\$ 4,293
2.3	Prepare CSGP NOI	23	\$ 3,980	\$ -	\$ 291	\$ 4,271
2.4	Prepare Documentation for Coordination with Parks	23	\$ 3,980	\$ -	\$ 291	\$ 4,271
Task 3	Geologic Review	78	\$ 16,274	\$ -	\$ 1,226	\$ 17,500
3.1	Conduct Site Reconnaissance	10	\$ 2,260	\$ -	\$ 174	\$ 2,434
3.2	Evaluate soil corrosivity	8	\$ 1,576	\$ -	\$ 596	\$ 2,172
3.3	Perform Subsurface Investigation	10	\$ 2,260	\$ -	\$ 139	\$ 2,399
3.4	Provide Geotechnical Memorandum	50	\$ 10,178	\$ -	\$ 318	\$ 10,496
Task 4	Services During Bidding	32	\$ 5,372	\$ -	\$ 928	\$ 6,300
4.1	Produce Bid Documents	10	\$ 1,442	\$ -	\$ 610	\$ 2,052
4.2	Prepare Addenda	8	\$ 1,276	\$ -	\$ 87	\$ 1,363
4.3	Respond to Contractor Questions	6	\$ 1,110	\$ -	\$ 83	\$ 1,193
4.4	Attend the Bid Opening	8	\$ 1,544	\$ -	\$ 148	\$ 1,692
Phase 2 - Transmission Main Replacement		705	\$ 120,587	\$ -	\$ 13,413	\$ 134,000

EXHIBIT B.3

City of Black Diamond
Black Diamond Springs Rehabilitation
Phase 3 - Springs Protection Improvements
Fee Estimate

Description		Total Hours	Total Labor	Total Expense	Total Cost
Classification					
Task 1	Prepare Project Report	170	\$ 33,714	\$ 2,086	\$ 35,800
1.1	Prepare and Evaluate Design Alternatives	22	\$ 4,896	\$ 215	\$ 5,111
1.2	Estimate Construction Costs and Alternatives	26	\$ 5,310	\$ 277	\$ 5,587
1.3	Perform Site Visit to Collect Data	20	\$ 4,104	\$ 356	\$ 4,460
1.4	Prepare Project Schematic Site Plans	15	\$ 2,633	\$ 292	\$ 2,925
1.5	Prepare for and Attend Meeting with City Staff	25	\$ 5,297	\$ 221	\$ 5,518
1.6	Prepare Project Report	62	\$ 11,474	\$ 725	\$ 12,199
Task 2	Geologic Review	32	\$ 7,276	\$ 324	\$ 7,600
2.1	Conduct Site Reconnaissance	5	\$ 1,141	\$ 144	\$ 1,285
2.2	Investigate Subsurface Conditions	5	\$ 1,141	\$ 38	\$ 1,179
2.3	Prepare Geotechnical Memorandum	22	\$ 4,994	\$ 143	\$ 5,137
Task 3	Prepare Design	92	\$ 18,408	\$ 1,392	\$ 19,800
3.1	Evaluate Construction Access Requirements	21	\$ 4,109	\$ 472	\$ 4,581
3.2	Prepare Design Concepts	37	\$ 7,479	\$ 362	\$ 7,841
3.3	Evaluate Construction Methods and Phasing Issues	26	\$ 5,240	\$ 279	\$ 5,519
3.4	Develop Preliminary Site Plans	4	\$ 790	\$ 140	\$ 930
3.5	Develop a Schematic Design to Protect the Springs	4	\$ 790	\$ 140	\$ 930
Task 4	Permitting Assistance	141	\$ 25,324	\$ 1,276	\$ 26,600
4.1	Conduct Investigations of the Springs	19	\$ 3,171	\$ 235	\$ 3,406
4.2	Prepare City Building Permit	53	\$ 9,759	\$ 443	\$ 10,202
4.3	Prepare Sensitive Areas and Grading Permit	34	\$ 6,071	\$ 323	\$ 6,394
4.4	Coordinate with DOH Staff and Update Project Report	35	\$ 6,323	\$ 275	\$ 6,598
Task 5	Final Plans and Specifications	498	\$ 92,000	\$ 10,000	\$ 102,000
5.1	Conduct Site Visit	32	\$ 6,408	\$ 523	\$ 6,931
5.2	Develop Plans	196	\$ 36,164	\$ 2,930	\$ 39,094
5.3	Develop Specifications	60	\$ 9,708	\$ 453	\$ 10,161
5.4	Develop Schedules and Engineer's Estimate	22	\$ 4,150	\$ 397	\$ 4,547
5.5	Perform Internal QA/QC Review	52	\$ 10,570	\$ 640	\$ 11,210
5.6	Attend Coordination Meetings	48	\$ 10,192	\$ 492	\$ 10,684
5.7	Finalize Plans and Specifications	88	\$ 14,808	\$ 4,566	\$ 19,374
Task 6	Services During Bidding	45	\$ 8,434	\$ 766	\$ 9,200
6.1	Produce Bid Documents	14	\$ 2,317	\$ 239	\$ 2,556
6.2	Prepare Addenda	12	\$ 2,151	\$ 179	\$ 2,330
6.3	Respond to Contractor Questions	10	\$ 1,985	\$ 175	\$ 2,160
6.4	Attend the Bid Opening	9	\$ 1,981	\$ 174	\$ 2,155
Phase 3 - Springs Protection Improvements		978	\$ 185,156	\$ 15,844	\$ 201,000

EXHIBIT C

Billing Rates and Reimbursable Expenses

EXHIBIT C RH2 ENGINEERING, INC. 2018 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$142	\$/hr
Professional II	\$158	\$/hr
Professional III	\$169	\$/hr
Professional IV	\$180	\$/hr
Professional V	\$197	\$/hr
Professional VI	\$209	\$/hr
Professional VII	\$226	\$/hr
Professional VIII	\$237	\$/hr
Professional IX	\$237	\$/hr
Technician I	\$103	\$/hr
Technician II	\$110	\$/hr
Technician III	\$136	\$/hr
Technician IV	\$144	\$/hr
Administrative I	\$71	\$/hr
Administrative II	\$83	\$/hr
Administrative III	\$99	\$/hr
Administrative IV	\$117	\$/hr
Administrative V	\$135	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.545	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

Scott Hanis

From: Seth Boettcher
Sent: Monday, September 10, 2018 4:37 PM
To: Scott Hanis
Subject: FW: schedule

Follow Up Flag: Follow up
Flag Status: Flagged

From: Geoff Dillard <gdillard@rh2.com>
Sent: Monday, September 10, 2018 3:34 PM
To: Seth Boettcher <sboettcher@blackdiamondwa.gov>
Subject: schedule

City of Black Diamond
Springs Source Rehabilitation
Phasing & Cost Allocation

Phase - Description	2018	2019		2020		2021		Total
	2nd Half	1st Half	2nd Half	1st Half	2nd Half	1st Half	2nd Half	
Phase 1 - Supply Pipes and Pumps								
Design & Permitting	\$ 200,000	\$ 395,000						\$ 595,000
Construction		\$ 2,460,000						\$ 2,460,000
Phase 2 - Transmission Main to City								
Design & Permitting		\$ 66,500	\$ 66,500					\$ 133,000
Construction				\$ 1,318,000				\$ 1,318,000
Phase 3 - Spring Source Rehabilitation								
Design & Permitting				\$ 103,500				\$ 103,500
Construction					\$ 928,500			\$ 928,500
Total	\$ 200,000	\$ 2,921,500	\$ 66,500	\$ 1,421,500	\$ 928,500	\$ -	\$ -	\$ 5,538,000

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Ordinance amending the Black Diamond Municipal Code to replace outdated references to the office of “clerk-treasurer”	Agenda Date: August 7, 2025	
	AB25-075	
	Mayor Carol Benson	
	City Administrator Kevin O'Neill	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	X
	Com Dev – Andy Williamson	
	Finance – Xavier Mason	X
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Public Works – Scott Hanis		
Court – Tawnya Parks		
Cost Impact (see also Fiscal Note): n/a		
Fund Source:		
Timeline:		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Ordinance and Attachment A thereto		
SUMMARY STATEMENT: When the City was incorporated in 1949, a combined office of “Clerk-Treasurer” was established. In approximately 2007, the City split these functions into two separate offices of City Clerk and Finance Director. However, the municipal code was never formally amended to reflect this change of staffing model. This Ordinance formally amends the code to reflect the separate offices of City Clerk and Finance Director, and replaces the outdated references to the “clerk-treasurer” position that are sprinkled throughout the code with new references to either the City Clerk, Finance Director, or other City personnel as appropriate. These code amendments are primarily a housekeeping exercise to ensure that the BDMC reflects the City’s current staffing model and best practices for the increasing size and complexity of City operations in the Clerk’s Office and the Finance Department.		
FISCAL NOTE (Finance Department): These code amendments do not result in fiscal impacts to the City.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Budget, Finance & Administration Committee has reviewed these code amendments.		
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 25-1227 amending the municipal code to establish the separate offices of City Clerk and Finance Director, and to replace outdated references in the code to the Clerk-Treasurer position with updated references to appropriate City personnel to reflect current staffing practices.		

RECORD OF COUNCIL ACTION	
Meeting Date	<i>Action</i> <i>Vote</i>
August 7, 2025	

ORDINANCE NO. 25-1227

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING THE MUNICIPAL CODE TO DIS-ESTABLISH THE COMBINED OFFICE OF CLERK-TREASURER, ESTABLISH THE OFFICES OF CITY CLERK AND FINANCE DIRECTOR, AND REPLACE OUTDATED REFERENCES TO THE CLERK-TREASURER WITH DELEGATIONS OF RESPONSIBILITY AND AUTHORITY TO THE CITY CLERK, FINANCE DIRECTOR, AND OTHER APPROPRIATE CITY OFFICERS TO REFLECT CURRENT STAFFING PRACTICES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the current City of Black Diamond Municipal Code (BDMC) contains many outdated references and delegations of responsibility to a “clerk-treasurer,” which is an office that was created upon incorporation of the City in 1949 but later eliminated in approximately 2007, when the City split the functions of the Clerk-Treasurer into a City Clerk position and a Finance Director position; and

WHEREAS, Chapter 2.12 of the BDMC reflects the original staffing arrangement at the time of incorporation, but this arrangement no longer reflects the City’s current or best practices for the City Clerk position, given the increasing size and complexity of City operations and the volume of work handled by the City Clerk’s office; and

WHEREAS, the duties and functions of the City Clerk should be re-established in the municipal code as an appointed office that is separate from and does not include the role of city treasurer, as shown in Attachment A hereto; and

WHEREAS, the BDMC does not currently provide for a separate Finance Director position, despite the fact that this position is an integral part of the City’s finance and treasury functions, leads the annual budget preparation process, and has been included in the City’s adopted salary schedule since approximately 2007; and

WHEREAS, incorporating an appointed Finance Director position into the BDMC and assigning the city treasurer functions to the Finance Director position, as shown in Attachment A hereto, would be consistent with City’s current staffing model and best practices, given the increasing size and complexity of the City’s budget, finance, and treasury operations; and

WHEREAS, the powers and responsibility previously delegated to the office of “clerk-treasurer” are currently, and more appropriately, performed by other officers of the City administrative staff, including the City Clerk and Finance Director; and

WHEREAS, the City Council desires to update the municipal code to harmonize it with the City's current staffing practices and ensure that the responsibilities and authorities that are currently delegated by the BDMC to the outdated position of "clerk-treasurer" are delegated to appropriate City staff members, including the City Clerk and Finance Director, all as shown in Attachment A to this Ordinance;

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

Section 1. Amendment to Chapter 2.12 BDMC. Chapter 2.12 of the Black Diamond Municipal Code is hereby amended to dis-establish the combined office of "Clerk-Treasurer" and re-establish the separate office of City Clerk, as shown in Attachment A hereto.

Section 2. New Chapter 2.13 BDMC. A new Chapter 2.13 entitled "Finance Director" is hereby added to the Black Diamond Municipal Code, which formally establishes the appointed office of Finance Director, as shown in Attachment A hereto.

Section 3. Additional BDMC Amendments. The following sections of the Black Diamond Municipal Code are hereby amended to eliminate outdated references to the "clerk-treasurer" and delegate the authorities and obligations of the former "clerk-treasurer" position to the City Clerk, Finance Director, or other appropriate City positions, as shown in Attachment A hereto:

1.16.010 footnote 1
2.08.070
2.12.010
2.12.020
2.12.030
2.12.040
2.20.010
2.44.080
2.44.120
2.52.010
2.62.019
2.68.030
2.72.010
3.12.050
3.16.040
3.16.130
3.20.010
3.20.040
3.50.150
5.08.020
5.08.060
6.04.060
8.12.020
9.48.040

9.90.120
10.08.060
10.16.020
10.28.020
13.04.265
13.20.020
13.20.055
13.20.110
13.20.150
14.04.380
15.38.020
15.38.100
19.12.075

Section 4. Severability. Each and every provision of this Ordinance shall be deemed severable. If any portion of this Ordinance is determined by final order of a court of competent jurisdiction to be void or unenforceable, such determination shall not affect the validity of the remaining provisions hereof, provided the intent of this Ordinance can still be furthered without the invalid provisions.

Section 5. Effective Date. This Ordinance shall be in full force and effect five (5) days after publication as required by law. A summary of this Ordinance may be published in lieu of the entire Ordinance, as authorized by state law.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF AUGUST, 2025.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

David Linehan
City Attorney

Published: _____
Posted: _____
Effective Date: _____

Chapter 1.16 - CITY SEAL¹

1.16.010 Description.

The official corporate seal of the city is established and stated to say as follows:

A circular seal with the words Corporate Seal in the center and there is surrounding same the City of Black Diamond, Washington, Incorporated February 16, 1959, and also described as shown in the sketch made a part hereof.*

1.16.020 Use of seal.

The corporate seal of the city, from and after the date of the passage of the ordinance codified in this chapter and the posting as required by law, shall be used on all instruments requiring the same.

¹Editor's note(s)—The city seal is on file in the office of the city clerk-treasurer.

Chapter 2.08 - APPOINTIVE OFFICERS AND EMPLOYEES GENERALLY

2.08.070 – Termination of office.

Every officer and employee of the city upon the expiration of his term for any cause whatsoever, shall deliver to his successor all books and records which may be the property of the city; and if no successor has been appointed within one week after the termination of office, such property shall be delivered to the city clerk-treasurer.

Chapter 2.12 - CITY CLERK-TREASURER

2.12.010 Office ~~combined~~ established.

The position of city clerk ~~and the position of city treasurer are combined under the single salary position of city clerk-treasurer effective June 1, 1975~~ is established and shall be appointed by the mayor, subject to city council confirmation.

2.12.020 Salary.

The salary for the position of city clerk ~~treasurer will continue under the same salary and compensation as has previously been paid to the city clerk unless and until otherwise changed by future ordinance~~ shall be in such amount as provided for in the annual budget of the city adopted by the city council.

2.12.030 Duties.

The city clerk ~~treasurer~~ shall perform all duties designated to be performed by the city clerk ~~and/or the city treasurer~~ as set forth in Title 35A of the Revised Code of Washington and in the city's municipal code, and shall also serve as the auditing officer for all purposes, including those enumerated in Chapter 42.24 of the Revised Code of Washington.

2.12.040 City clerk to receive claims and lawsuits.

In addition to the duties described in other sections of this chapter and as prescribed by state law, the city clerk is appointed to be the city's recipient of claims and lawsuits as follows:

- A. All claims and lawsuits brought against the city and/or its past and present officers and employees shall be filed or served upon the ~~appointed~~ city clerk during normal business hours at his or her office.
- B. The city clerk's office is located at 24301 Roberts Drive, Black Diamond, WA 98010.
- C. No other person or staff is authorized to receive such claims or lawsuits on behalf of the city.

Chapter 2.13 - FINANCE DIRECTOR

2.13.010 Office established.

The office of finance director is established, which office shall be filled by appointment by the mayor, subject to confirmation by the city council. The finance director shall be subject to removal by the mayor.

2.13.020 Duties.

The finance director shall perform the statutory duties of the city treasurer. The finance director shall plan, organize and direct the financial operations of the city, including but not limited to financial management and control of city funds and preparation and administration of the city's budget. Such duties shall include accounts payable; accounts receivable; payroll; general ledger; fixed assets; grants; auditing; budget performance; project accounting; cash management; debt administration; tax and licensing; maintaining the city's financial systems in accordance with recognized practices and standards; providing financial advice and counsel to city officials and staff; preparing, publishing and presenting city budget and financial information; and managing financial staff.

The finance director is designated as the investment officer for the city and is authorized to invest any excess or inactive funds in any manner authorized by law.

The finance director shall also serve as the city's auditing officer for all purposes, including those enumerated in Chapter 42.24 of the Revised Code of Washington.

The finance director shall perform such other duties as the city council or mayor may direct or as may be required by state law or the city's municipal code.

The finance director shall have a bachelor's degree or equivalent training and experience in accounting, business/public administration, finance, or a related field, and have at least three (3) years' experience in financial administration, accounting, or similar fields as deemed appropriate to the position by the appointing authority.

2.13.030 Salary.

The salary for the position of finance director shall be in such amount as provided for in the annual budget of the city adopted by the city council.

Chapter 2.20 - OFFICIALS' BONDS**2.20.010 Designated.**

The city shall maintain, at its own expense, a blanket employee bond for the employees of the city in an amount not less than fifty thousand dollars per employee through the Hartford Insurance Company. Said bond, at a minimum, shall cover the city clerk-treasurer and chief of police.

Chapter 2.44 – EMERGENCY SERVICES

2.44.080 Reimbursement by state.

The city ~~clerk-treasurer~~finance director may receive and allocate to the appropriate fund any reimbursement by the state to the municipality for expenses incident to training members of the department of emergency services as prescribed by the state director, compensation for services and expenses of a mobile support team while serving outside the municipality in response to a call by the State Emergency Services Agency, and any other reimbursement made by the state incident to civil emergency activities as provided by law.

2.44.120 Continuity of government.

To avoid interruptions in the functioning of the city government, in the event that any officer or employee is killed or disabled at the time of any such disaster or emergency, such office or position may be filled by appointment by the mayor, or by the members of the city council who are available, or by the city administrator, or by the city clerk~~-treasurer~~ or the city attorney, in that order of preference. The successor so appointed may serve without furnishing bond or taking an oath of office, until such time as a successor may be appointed in the regular manner provided by law.

Chapter 2.52 – DEPARTMENTAL EXPENSES

2.52.010 Authority to expend funds.

The heads of the various executive departments of the city are authorized to expend such funds and in such amounts (within departmental budget limitations) as are deemed necessary by them for the proper operation and function of their various departments. Provided, however, that prior to the expenditure of any funds, the department heads are required to check with the ~~city clerk-treasurer~~finance director to assure that funds exist in their departmental budgets to cover such expenditures, and provided further, that ~~each department head~~the finance director shall report on a ~~monthly~~quarterly basis to the city council of the city, and shall at such time present to the council a ~~detailed accounting of all expenditures for the preceding month~~quarterly financial report.

Chapter 2.62 – CONSOLIDATED LIST OF FEES

2.62.019 Review rates.

Hourly rates for city staff time for processing land development proposals shall be as follows:

City administrator:	See current fee resolution for rate
Public works director:	See current fee resolution for rate
Building official:	See current fee resolution for rate

City clerk- treasurer :	See current fee resolution for rate
City engineer:	Per contract
City attorney:	Per contract
Consultants:	Per contract
Landscape architect:	See current fee resolution for rate

Chapter 2.68 - SOCIAL SECURITY

2.68.030 Fiscal officers to make payments.

The city council has further ordained that the ~~proper fiscal officers are~~ finance director is authorized to make all required payments into the contribution fund established by the enabling act and to establish such system of payroll deductions from the salaries of employees and officers as may be necessary to their coverage under the old age and survivors' insurance system.

Chapter 2.72 - STATEWIDE CITY EMPLOYEES' RETIREMENT SYSTEM

2.72.010 Participation—Basis for credit.

The city council has ordained in the ordinance codified in this section, as follows:

- A. That the city council has elected to participate as a member of the statewide city employees' retirement system for pension, relief, disability and retirement for the employees of the city as provided by RCW Chapter 41.44; that all employees and officials of the city shall be included in the system provided that no elective official shall be included unless the official so elects and files a written notice of such election with the board of trustees of the pension system and with the city clerk-~~treasurer~~;
- B. That a certified copy of the ordinance codified in this chapter shall be transmitted to the board of trustees of the statewide system as evidence of an election of the city council to join such pension system;
- C. That the basis for prior-service credit shall be 1.33 percent of final compensation known as "full prior service credit";
- D. That the basis for social security coverage will be "coordination";
- E. That the basis for contribution shall be full compensation.

Chapter 3.12 - SUPPLEMENTAL SALES AND USE TAX

3.12.050 Authorization to enter into agreement with state.

The mayor and ~~clerk-treasurer~~finance director are authorized to enter into a contract with the Department of Revenue for the administration of this tax.

Chapter 3.12 - REAL ESTATE EXCISE TAX

3.16.040 Distribution of tax proceeds and limiting the use thereof.

- A. The county treasurer shall place one percent of the proceeds of the taxes imposed in this chapter in the county current expense fund to defray costs of collection.
- B. The remaining proceeds from city taxes imposed under Section 3.16.010 shall be distributed to the city monthly and shall be placed by the ~~city clerk-treasurer~~finance director in a municipal capital improvements fund. These capital improvements funds shall be used by the city for any capital purpose identified in a capital improvements plan and local capital improvements, including those listed in RCW 35.43.040.
- C. This section shall not limit the existing authority of this city to impose special assessments on property benefited thereby in the manner prescribed by law.

3.16.130 Additional distribution of tax proceeds.

- A. The county treasurer shall place one percent of the proceeds of the taxes imposed in Section 3.16.100 in the county expense fund to defray costs of collection.
- B. The remaining proceeds from city taxes imposed in Section 3.16.100 shall be distributed to the city monthly and shall be placed by the ~~city clerk-treasurer~~finance director in the city's capital improvement fund.
- C. This section shall not limit the existing authority of this city to impose special assessments on property benefitted thereby in the manner prescribed by law.

Chapter 3.20 - GAMBLING TAX

3.20.010 Authority to tax.

- A. Upon the effective date of this chapter, all gambling activities authorized under the laws of the state, and particularly Substitute House Bill No. 711, Chapter 218, Laws of 1973 (43rd Legislative First Extraordinary Session), and Substitute House Bill No. 473, Chapter 155, Laws of 1974, First Extraordinary Session (43rd Legislative Third Extraordinary Session), and Substitute House Bill No. 212, Laws of 1975, (44th Legislative First Extraordinary

Session), as the same amend said Chapter 218, and any amendments thereof, shall be authorized within the city limits of the city, subject to any licensing requirements and regulatory requirements of the state.

- B. Three copies of said statutes are on file with the city clerk-~~treasurer~~ of the city.

3.20.040 Payment of tax.

The taxes called for as set forth in subsections A, B, C and D of Section 3.20.030 shall be paid to the ~~city clerk treasurer~~finance director as follows:

- A. Upon the filing of any report of gambling moneys received by a license holder to the State Gambling Commission, a duplicate copy of such report shall be filed simultaneously with the ~~city clerk treasurer~~finance director along with the payment of the tax thereon and a duplicate report shall be simultaneously filed with the ~~city clerk treasurer and the~~ city police chief.
- B. In the event a report is not required by the State Gambling Commission, then a report of the gross receipts and payment of the tax shall be made within twenty days of the gambling activity to the ~~city clerk treasurer~~finance director.

Chapter 3.50 - DEVELOPMENT IMPACT MITIGATION CODE

3.50.150 Impact mitigation fee fund.

- A. There is created a fund to be known as the "impact mitigation fee fund." The ~~city clerk treasurer~~finance director shall establish separate accounts within such fund and maintain records for each such account whereby impact fees collected can be segregated by type of facility and by service area. All interest shall be retained in the account and expended for the purposes for which the impact fees were imposed.
- B. By April of each year, the ~~city clerk treasurer~~finance director shall provide a report for the previous calendar year on each impact fee account showing the source and amount of moneys collected, earned or received and system improvements that were financed in whole or in part by impact fees.

Chapter 5.08 - UTILITY TAXES

5.08.020 License required.

After January 1, 1982, no person, firm or corporation shall engage in or carry on any business, occupation, act or privilege for which a tax is imposed by Section 5.08.030 without first having obtained, and being the holder of, a license so to do, to be known as an occupation license. Each such person, firm or corporation shall promptly apply ~~to the city clerk treasurer~~through the Washington State Department of Revenue for such license upon such forms as the ~~city clerk treasurer~~finance director department shall prescribe,

~~giving such information as the clerk-treasurer~~finance director shall deem reasonably necessary to enable the ~~finance director~~clerk-treasurer's office to administer and enforce this chapter; and, upon acceptance of such application by the ~~clerk-treasurer~~finance director, the ~~clerk-treasurer~~finance director shall thereupon issue such license to the applicant. The occupation license shall be personal and nontransferable and shall be valid as long as the licensee continues in the business and complies with this chapter.

5.08.060 Records to be kept.

Each taxpayer shall keep records reflecting the amount of his gross operating revenues, and such records shall be open at all reasonable times to the inspection of the ~~city clerk-treasurer~~finance director, or his duly authorized subordinates, for verification of the tax returns or for the fixing of the tax of a taxpayer who fails to make such returns.

Chapter 6.04 - COUNTY ANIMAL CONTROL ORDINANCES ADOPTED

6.04.060 Copy of King County Code Title 11 on file.

A copy of King County Code Title 11, as amended, is made available for public inspection and copying during regular business hours with the city clerk~~-treasurer~~.

Chapter 8.12 - NOISE

8.12.020 Copies of act on file.

Not less than three copies of RCW Chapter 70.107, and amendments and additions shall be on file for use and examination by the public in the office of the city clerk~~-treasurer~~ of the city.

Chapter 9.48 - GAMBLING

9.48.040 Taxes payable to city treasurer—Filing of duplicates.

The taxes provided in Section 9.48.030 shall be paid to the ~~city treasurer~~finance director upon the filing of any report of gambling moneys received by a license holder to the Washington Gambling Commission and a duplicate copy of such report(s) shall be filed simultaneously with the ~~city treasurer~~finance director together with the payment of the city tax. Additionally, a duplicate report shall be simultaneously filed with the ~~city clerk-treasurer~~ and also a duplicate shall be filed with the police chief.

Chapter 9.90 - CONTROLLED SUBSTANCES AND DRUG PARAPHERNALIA

9.90.120 Sale and display rooms—Nuisance.

The distribution or possession for the purpose of sale, exhibition, or display in any place of business from which minors are not excluded as set forth in this chapter, and where devices, contrivances, instruments or paraphernalia for smoking or injecting marijuana, hashish, PCP, or any controlled substance other than prescription drugs or devices to ingest or inject prescription drugs, including roach clips, and cigarette papers and rollers designed and used for smoking the foregoing, is a public nuisance, and any building, structure, premises, or room or rooms therein, constituting a nuisance as defined in this section, may be abated in a civil action in the manner provided by law, or the court upon final judgment of conviction for violation of this chapter of any person found therein at the time of his or her arrest may forthwith, and as a part of the same proceedings, direct the chief of police to abate summarily any such place as a nuisance as defined by this chapter. Such abatement shall be effected by closing and securely locking the place abated and excluding all persons therefrom. It is unlawful for any owner, agent, lessee, tenant, person in charge or occupant to enter, use or occupy any building, structure or premises, or room or rooms therein, abated as a nuisance under the provisions of this chapter, from and for a period of one year after the date of such abatement, unless he or she as principal shall give and file with the city ~~treasurer~~clerk a good and sufficient surety bond, to be approved by the court making the order of abatement, or in case of summary abatement to be approved by the chief of police, in penal sum of one thousand dollars, payable to the city, conditioned that such building, structure or premises, or room or rooms therein, will not thereafter be used in violation of this chapter, and further conditioned that he or she will pay all fines, costs and damages assessed against him or her for any violation of this chapter, and in case of the violation of any of the conditions of such bond, the whole amount may be recovered as a penalty to the city. This remedy is in addition to any other remedy provided by law, including the penalty provision applicable for violations of the terms and provisions of this code.

Chapter 10.08 - SPEED LIMITS

10.08.060 State approval.

The city clerk ~~treasurer~~ is directed to send a certified copy of the ordinance codified in this chapter to the Secretary of the State Department of Transportation to notify the department of the city's approval of the current state established speed limits on Third Avenue (State Route 169). The city clerk ~~treasurer~~ is further directed to attach to the ordinance codified in this chapter any letter from the Secretary of the Department of Transportation approving such speed limits when received.

Chapter 10.16 - IMPOUNDING AND STORAGE OF VEHICLES

10.16.020 Copies available for inspection.

The city clerk-~~treasurer~~ of the city shall have available for ~~the~~ public inspection during regular working hours a copy of RCW Chapter 46.55 for inspection by the public.

Chapter 10.28 - OPEN ALCOHOLIC BEVERAGE CONTAINERS – STATE PROVISIONS ADOPTED

10.28.020 Copy on file.

In accordance with RCW 35.21.180 not less than one copy of the above section and amendments or additions thereto shall be filed for use and examination by the public in the office of the city clerk-~~treasurer of the city~~.

Chapter 13.04 - WATER SYSTEM REGULATIONS

13.04.265 Receipts.

All moneys received for the payment of utility bills shall be by the ~~city clerk-
treasurer~~finance director or his or her authorized agent.

Chapter 13.20 - SEWER USE REGULATIONS

13.20.020 Sewer connections required—Use of sewer.

- A. The owner of each lot or parcel of real property within the city limits served by the sanitary sewerage disposal system of the city as it is constructed and as it may be improved or extended in the future, upon which such lot or parcel of real property there is situated any building or structure for human occupation or use for any purpose, shall, within thirty days from receipt of written notice from the ~~city clerk-treasurer~~public works superintendent mailed to the owners of the premises at the street address of the premises (or to the address to which real estate tax statements are mailed as disclosed in the records of the office of the county treasurer), cause a connection to be made between the sewerage system in each such building or structure; provided, where one building is located at the rear of another on the same lot and the building in the rear has no frontage on an alley or street in which a sewer is located, the building sewer from the front buildings may be extended to the rear building and the whole considered as one building sewer provided a cleanout is constructed to the ground surface beyond the connection from the rear building. No existing septic tanks are to be connected into the collection system. Abandoned septic tanks are to be bypassed and backfilled or removed.

- B. No building, house or other structure for which sewer connection shall have been made mandatory by this chapter, shall hereinafter be occupied, resided in, nor shall any business be operated therefrom unless and until the building, house or structure has been connected to the city's sanitary sewerage system and its owner or occupier has paid all connection charges to the city in accord with the provisions of this chapter.

13.20.055 Enforcement of unlawful connections.

- A. Upon the city's determination that an unlawful connection to the city's sanitary sewer system has been made in violation of Section 13.20.050(A), the city shall promptly notify the property owner in writing that he shall disconnect such unlawful connection within thirty days of the date of said written notice. Said notice shall also direct the property owner to notify the city at least twenty-four hours in advance of the unlawful connection's removal in order to allow for inspection by city officials. The city shall post such notice in a conspicuous place on the premises on which the unlawful connection has been made. In addition, the city shall mail the notice by both first class mail and by certified mail, return receipt requested, to the occupant of the premises and, if a different person, to the real property owner of record, as shown on the King County tax rolls. The date that said notice will be deemed to have been given for purposes of computing the thirty-day period shall be the later of the day on which the notice is posted or the third day following deposit of the notice in the U.S. mails.
- B. If the unlawful connection is not removed within the time specified in the notice, then the property owner shall be charged a fee of five hundred dollars. Such charge shall be for the city's investigation, testing and inspection of the unlawful connection necessitated thereby. In addition to the investigation, testing and inspection charge, the owner shall reimburse the city for its actual costs to protect, correct or repair the city's sewerage facilities occasioned by the unlawful connection. All fees and charges authorized by this subsection shall be a lien against the premises on which the unlawful connection was made, which lien shall be superior to all other liens and encumbrances except general taxes and local and special assessments. Said lien may be enforced according the procedure established in RCW 35.67.210 through RCW 35.67.280. As an additional and concurrent method of enforcing said lien, the city may cut off water service to the premises on which the unlawful connection was made, in accordance with the procedure established in Section 13.04.300. Once water service is properly terminated, it shall not be restored to the premises until all delinquent fees and charges and a turn-on charge in the amount set forth in the city's consolidated list of fees, as authorized in Section 2.62.010, are paid in full to the ~~city clerk/treasurer~~ finance department.
- C. Failure to remove the unlawful connection within the time specified in the notice shall constitute a gross misdemeanor.

13.20.110 Inspection and approval by city building inspector.

All work done in pursuance of any connection or extension permit granted as prescribed in this chapter, shall be under the inspection and subject to the approval and acceptance of the

city building inspector or an authorized representative. Inspection fees shall be assessed in accordance with the most recent city building inspection fee schedule. The grade, materials and manner of construction of any sewer or drain built under permit shall be in accordance with Section 13.20.150. Upon acceptance of the work the city building inspector shall issue a "Notice of Approval and Acceptance of Sewer Connection," with one copy to the property owner or designated agent as authorization to backfill and use the connection, one copy to the ~~city clerk-treasurer~~finance director to initiate billing for sewer use, and one copy for the file.

13.20.150 Sewerage facilities design criteria.

- A. All sewer extensions, side sewers, pump stations and other collection and transport facilities for the sewer system shall comply with the "Criteria for Sewage Works Design," State of Washington Department of Ecology, February 1978, latest updated version, and the Uniform Plumbing Code as adopted by the city. Plans for sewer extensions shall be certified by a professional engineer registered in the state and shall be submitted to:

Department of Ecology
4350 150th Avenue Northeast
Redmond, Washington 98052

and

City of Black Diamond
P.O. Box D
Black Diamond, Washington 98010 to be checked for compliance. DOE letter or stamp signifying the sewer extension plans comply with the DOE criteria must be submitted to the city prior to approval of the sewer extension.

- B. The owner's engineer shall inspect and certify to the ~~city clerk-treasurer~~public works superintendent that the work has been done and completed per drawings and specifications.
- C. City personnel shall be present during testing of sanitary sewers.

Chapter 14.04 - STORMWATER MANAGEMENT AND DRAINAGE DESIGN

14.04.380 Appeals.

- A. Any final decision of the director with respect to the enforcement or administration of this chapter and the Stormwater Manual shall be final unless timely appealed to the hearing examiner by any person aggrieved thereby. Said appeal must be in writing and shall briefly describe the basis of the appeal. Said written appeal must be filed with the ~~city clerk-treasurer~~public works superintendent within fifteen days of the date of the decision being appealed. Upon receipt of a timely written appeal, the city clerk-treasurer shall advise the hearing examiner of the pendency of said appeal.

- B. Any person who deems himself aggrieved by a final decision of the hearing examiner under this chapter may appeal said decision to King County Superior Court; provided, that said appeal must be filed within twenty-one days of the date of the hearing examiner's final decision. Any decision of the hearing examiner not so appealed shall be deemed final and conclusive.

Chapter 15.38 - LANDMARK DESIGNATION AND PRESERVATION

15.38.020 Landmarks commission authorized.

- A. The King County landmarks and heritage commission established pursuant to King County Code, Chapter 20.62 is designated and empowered to act as the landmarks commission for the city pursuant to the provisions of this chapter.
- B. The commission shall not conduct any public hearings required under this chapter with respect to properties located within the city until its rules and regulations, including procedures consistent with this chapter, have been filed with the city clerk-~~treasurer~~.

15.38.100 Appeal procedure.

- A. Any person aggrieved by a decision of the commission designating or rejecting a nomination for designation of a landmark or issuing or denying a certificate of appropriateness may, within thirty-five calendar days of mailing of notice of such designation or rejection of nomination, or of such issuance of denial or approval of a certificate of appropriateness, appeal such decision in writing to the council. The written notice of appeal shall be filed with the historic preservation officer and the ~~city clerk-treasurer of the council~~ and shall be accompanied by a statement setting forth the grounds of the appeal, supporting documents and argument.
- B. If after examination of the written appeal and the record, the council determines:
 1. An error in fact may exist in the record, it shall remand the proceeding to the commission for reconsideration or, if the council determines that:
 2. The decision of the commission is based on an error in judgment or conclusion, it may modify or reverse the decision of the commission.
- C. The council's decision shall be based solely upon the record; provided, that the council may at its discretion publicly request additional information of the appellant, the commission or the historic preservation officer.
- D. The council shall take final action on any appeal from a decision of the commission by adoption of an ordinance, and when so doing, it shall make and enter findings of fact from the record and reasons therefrom which support its action. The council may adopt all or portions of the commission's findings and conclusions.

- E. The action of the council sustaining, reversing, modifying or remanding a decision of the commission shall be final unless within twenty calendar days from the date of action an aggrieved person obtains a writ of certiorari from the superior court of King County, state of Washington, for the purpose of review of the action taken.

Chapter 19.12 - ENVIRONMENTALLY SENSITIVE AREAS – AGRICULTURAL ACTIVITIES

19.12.075 Wetlands and streams— Classification.

Wetlands and streams within the city have been identified and classified in the "City of Black Diamond Wetland and Stream Inventory," (David Evans and Associates, [Recognizance and Level] January, 1992). This report is on file with the city clerk-treasurer.

- A. Methodology for Wetland and Identification/Delineation. Wetland identification and delineation shall be consistent with the 1989 Federal Manual for Identifying and Delineating Jurisdictional Wetlands.
- B. Classification of Wetlands. Wetlands in the city are classified according to the state of Washington Department of Ecology Four-Tier Wetlands Rating System. The classifications and classification criteria are as follows:
 1. Category I Wetlands.
 - a. Documented habitat for endangered or threatened fish or animal species or for potentially extirpated plant species recognized by state or federal agencies; or
 - b. High quality native wetland communities, including documented Category I or II quality Natural Heritage Wetland sites and sites which qualify as a Category I or II quality Natural Heritage Wetland;
 - c. High quality, regionally rare wetland communities with irreplaceable ecological functions, including sphagnum bogs and fens, estuarine, wetlands or mature forested swamps; or
 - d. Wetlands of Exceptional Local Significance. The criteria for such a designation shall be developed and adopted by the local jurisdiction under appropriate public review and administrative appeal procedures. The criteria may include, but not be limited to, rarity, groundwater recharge areas, significant habitats, unique educational sites or other specific functional values within a watershed or other regional boundary.
 2. Category II Wetlands.
 - a. Regulated wetlands that do not contain features outlined in Category I; and
 - b. Documented habitats for sensitive plant, fish or animal species recognized by federal or state agencies; or

-
- c. Rare wetland communities listed in subsection (1)(c) of this section which are not high quality; or
 - d. Wetland types with significant functions which may not be adequately replicated through creation or restoration; or
 - e. Regulated wetlands with significant habitat value based on diversity and size; or
 - f. Regulated wetlands contiguous with salmonid fish-bearing waters, including streams where flows are intermittent; or
 - g. Regulated wetlands with significant use by fish and wildlife.
 - 3. Category III Wetlands.
 - a. Regulated wetlands that do not contain features outlined in Category I, II or IV.
 - 4. Category IV Wetlands.
 - a. Regulated wetlands which do not meet the criteria of a Category I or II wetland; and
 - b. Isolated wetlands that are less than or equal to one acre in size; and have only one wetland class; and have only one dominant plant species (monotypic vegetation); or
 - c. Isolated wetlands that are less than or equal to two acres in size, and have only one wetland class and a predominance of exotic species.
 - C. Classification Streams. Streams within the city are classified according to the state of Washington Department of Natural Resources Water Typing System. The classification and classifications criteria are as follows:
 - 1. Type 1 Water: all waters, within their ordinary high-water mark, as inventoried as "shorelines of the state" under RCW Chapter 90.58.
 - 2. Type 2 Water: segments of natural waters which are not classified as Type 1 water and have a high use and are important from a water quality standpoint for:
 - a. Domestic water supplies;
 - b. Public recreation;
 - c. Fish spawning, rearing or migration or wildlife uses; or
 - d. Are highly significant to protect water quality.
 - 3. Type 3 Water: segments of natural waters which are not classified as Type 1 or 2 water and have a moderate to slight use and are moderately important from a water quality standard point for:

-
- a. Domestic use;
 - b. Public recreation;
 - c. Fish spawning, rearing or migration or wildlife uses; or
 - d. Have moderate value to protect water quality.
 - 4. Type 4 Water: segments of natural waters which are not classified as Type 1, 2 or 3. Their significance lies in their influence on water quality downstream in Type 1, 2 or 3 waters. These may be perennial or intermittent.
 - 5. Type 5 Water: all other waters, in natural water courses, including streams with or without a well defined channel, areas of perennial or intermittent seepage, ponds and natural sinks. Drainage ways having short periods of spring runoff are considered to be Type 5 waters.
- D. Buffers. All wetland buffers shall be measured from the wetland edge as marked in the field. The width of the wetland buffer is determined from the identified wetland category. Minimum buffer width requirements are as follows:
- 1. Wetlands:
 - a. Category I — seventy-five feet;
 - b. Category II — seventy-five feet;
 - c. Category III — fifty feet;
 - d. Category IV — twenty-five feet.

In addition, there shall be a twenty-five-foot building structure setback from any wetland buffer.
 - 2. Buffers for streams with no associated wetlands shall be measured from the centerline of the stream. Minimum stream buffer requirements are as follows:
 - a. Type 1 — seventy-five feet;
 - b. Type 2 — seventy-five feet;
 - c. Type 3 — fifty feet;
 - d. Type 4 — twenty-five feet;
 - e. Type 5 — twenty-five feet.
- E. Permitted Uses in Buffers. Passive recreation parks, pedestrian and bicycle trails, and road and utilities only as necessary and as crossing. Storm drainage facilities are discouraged from locating within buffers, but may be allowed under special circumstances if so approved by the planning commission. Prior to approval, the planning commission must make a finding of no adverse effect on water quality.
- F. Mitigation. Recognizing the importance of wetlands for flood control, biological support, groundwater recharge, and water quality improvement, the filling of

Category 1, 2 and 3 wetlands will be prohibited. Other proposed alterations, as defined below, will be reviewed on a case-by-case basis, consistent with the intent and requirements of this code. Alterations will only be allowed through the variance process (Section 19.12.090). Up to .5 acres of a Category 4 wetland may be filled or disturbed providing a two to one (2:1) wetland replacement ratio (including compensating flood storage) is maintained by the permit applicant.

Alteration. An "alteration" means any change other than that caused by nature. A "substantial alteration," requiring mitigation set forth above includes but is not limited to, grading, dredging, channelization, cutting, clearing, relocating or removing vegetation, applying herbicides or pesticides or any hazardous or toxic substance, discharging pollutants, grazing domestic animals (except on grazed wet meadows), modifying for surface water management purposes or any other human activity that changes the existing vegetation, hydrology, wildlife or wildlife habitat.

- G. Procedures for Single-Family Dwellings. The following procedure shall apply to construction of a single-family dwelling and accessory structures on a single lot subdivided prior to adoption of these regulations.
 1. Identification. When the city determines that a wetland may be present on or immediately adjacent to a single-family lot subject to these procedures, the applicant for the building permit shall submit a written statement prepared by a wetland specialist to the city. This statement shall identify the wetland type, estimated size and required buffer. From this information the applicant shall prepare a site plan which includes a map of the wetland boundaries with respect to the boundaries of the lot and proposed construction activities. The city may review and approve this information.
 2. City Determination Regarding Impacts to Wetlands and/or Buffers. If the city determines that the proposed activity will impact only the required buffer, the city may administratively allow up to a fifty percent reduction in the buffer if the applicant demonstrates that:
 - a. The reduction is necessary to permit use of the property for a single-family residence;
 - b. Any temporary intrusion into the remaining buffer for construction activities includes provisions for adequate restoration of the buffer; and
 - c. There will be no adverse impacts to the wetland (buffer enhancement may be required to meet this criteria).

If the city determines that the proposed activity will impact both the required buffer and wetland, a wetland delineation report will be required. Construction in the wetland and buffer will be allowed only if a variance is approved as outlined in Section 19.12.090 by the city council.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Ordinance amending Section 13.08.010 of the Black Diamond Municipal Code regarding the Water System Plan	Agenda Date: August 7, 2025 AB25-076	
	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):	Public Works – Scott Hanis	X
Fund Source:	Court – Judge Swain/Tawnya Parks	
Timeline:		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Ordinance; Water System Plan; KC Comment Response Letter		
SUMMARY STATEMENT: For Consent Agenda. Updates to the City’s Water System Plan have been completed. These updates take into account comments from the Department of Ecology, Department of Health, King County Utility Technical Review Committee (UTRC), and public comments. The Plan was sent to Covington Water District and Soos Creek Water & Sewer District for their review but did not receive comments from them. A SEPA Determination of Non-Significance was issued for this Plan on March 10, 2025. An informational public forum was held May 1, 2025, and a public hearing held May 15, 2025. Following adoption by the City Council, the Plan will go back to King County for their recommendation to the King County Council. The King County Council will need to adopt the Plan prior to Department of Health approval. FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to approve Ordinance 25-1228, adopting the Water System Plan and amending Section 13.08.010 of the Black Diamond Municipal Code.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 7, 2025		

ORDINANCE NO. 25-1228

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON ADOPTING THE WATER SYSTEM PLAN DATED SUMMER 2024; AMENDING SECTION 13.08.010 OF THE MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Black Diamond owns and operates a public drinking water system within the state of Washington; and

WHEREAS, State law requires the operators of a water system to develop and maintain a current Water System Plan, and the existence of such a plan is necessary to ensure that future improvements are planned and scheduled in the manner necessary to protect the public health and safety; and

WHEREAS, in October 1985 the City adopted a Comprehensive Water Plan for the planning and construction of the public drinking water system, which Plan was adopted by the City Council pursuant to City Ordinance No. 312; and

WHEREAS, the City adopted subsequent updates to the Water System Plan in July 2001 (Ordinance 716), and most recently in December 2009 (Ordinance 929 – May 2009 Water System Comprehensive Plan prepared by PacWest Engineering, LLC); and

WHEREAS, the City hired RH2 Engineering, Inc. to update the Water System Plan for the City of Black Diamond in keeping with the Department of Health regulations; and

WHEREAS, RH2 Engineering has completed the Plan update, addressed and answered comments, coordinated Department of Health review, and amended the Plan to meet the most current land use decisions; and

WHEREAS, City staff, the Public Works Committee of the Council, the public, and the full Council were able to review the Water System Plan and able to attend the required informational meeting on May 1, 2025 per WAC 246-290-100(8)(a); and

WHEREAS, a public hearing was held May 15, 2025 to gather comments from the public; and

WHEREAS, the Water System Plan has been provided to Covington Water District, Soos Creek Water & Sewer District, and the King County Utility Technical Review Committee; and

WHEREAS, the King County Council, following a recommendation from the King County Utility Technical Review Committee, is required to approve the Water System Plan prior to Department of Health approval; and

WHEREAS, the City Council is required to approve the Water System Plan prior to King County Council and Department of Health approval per WAC 246-290-100(8)(b); and

WHEREAS, upon approval by the Department of Health, such approval will remain in effect for a period of ten (10) years per WAC 246-290-100(9);

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

Section 1. Adoption of Plan. The Summer 2024 Water System Plan prepared by RH2 Engineering, Inc. is hereby adopted and incorporated by reference;

Section 2. BDMC 13.08.010 Amended. Section 13.08.010 of the Black Diamond Municipal Code is hereby amended to read as follows (new text shown in underline, and deleted text shown in strikethrough format):

13.08.010 - Adopted

The City of Black Diamond Water System ~~Comprehensive Plan~~ prepared by ~~PacWest Engineering, LLC dated May 2009~~RH2 Engineering, Inc. dated Summer 2024 is adopted and incorporated by reference.

Section 3. Severability. Each and every provision of this Ordinance shall be deemed severable. In the event that any portion of this Ordinance is determined by final order of a court of competent jurisdiction to be void or unenforceable, such determination shall not affect the validity of the remaining provisions thereof, provided the intent of this Ordinance can still be furthered without the invalid provisions.

Section 4. Effective Date. This Ordinance shall be in full force and effect five (5) days after publication as required by law. A summary of this Ordinance may be published in lieu of the entire Ordinance, as authorized by state law.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF AUGUST, 2025.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

David Linehan
City Attorney

Published: _____

Posted: _____

Effective Date: _____

City of Black Diamond WATER SYSTEM

SUMMER 2024



Mayor

Carol Benson

City Council

Tamie Deady

Sara Nielsen

Darcey Peterson

Leih Mulvihill

Jesse Young

Nathan Jones

Debbie Page

Public Works Director

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CERTIFICATE OF ENGINEER

“I hereby certify that this Water System Plan for the City of Black Diamond was prepared under the supervision and direction of the undersigned, whose seals as licensed professional engineers of the State of Washington are affixed below.”



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EXECUTIVE SUMMARY



Green River Pipe Bridge

The City of Black Diamond's (City) 2024 Water System Plan (WSP) provides a long-term planning document for the City's water system. It evaluates the system over a 20-year planning horizon and develops a list of recommended project improvements. This WSP has been prepared in accordance with Washington State Department of Health (DOH) requirements as outlined in Washington Administrative Code (WAC) Chapter 246-290.

The City's water system is currently served by the Black Diamond Spring Field, located approximately 2 miles southeast of the City. Water from the Black Diamond Spring Field is pumped to a 4.3 million gallon (MG) Reservoir by a pump station located on the north side of the Green River. An additional source of water for the City is two wholesale interties with the City of Tacoma from Tacoma Water's Second Supply Pipe Line (SSPL). It is anticipated that wholesale water will be the City's major source in the long-term future.

The City has two reservoirs that serve the City's water service area (WSA). The City's distribution system currently operates with three pressure zones – the upper pressure zone at a pressure head of approximately 965 feet, the middle pressure zone at a pressure head of approximately 850 feet, and the lower pressure zone at a pressure head of approximately 750 feet. Portions of the system operate with high pressures, so there are individual pressure reducing valves (PRVs) on a number of service connections throughout the WSA. The transmission and distribution system for the City consists of approximately 181,163 linear feet of pipe ranging from less than 2 inches to 20 inches in diameter.

The City currently serves approximately 1,937 connections, over 90 percent of which are single-family residences. Although growth in the WSA has been very slow, several large master planned communities are in the process of building out. Therefore, the City is preparing to serve substantial growth. The City's water system is expected to expand from serving 2,562 Equivalent Residential Units (ERUs) in 2022 to serving over 8,800 ERUs in 2044.

A complete hydraulic analysis of the system has been conducted and numerous projects are recommended to improve the system. Projects selected for the WSP are:

1. Growth-related projects associated with extensions to the existing system to serve proposed new master planned developments;
2. System improvements to address existing system deficiencies, such as inability to meet minimum fire flow requirements;
3. Projects to replace small waterlines that are 4 inches and smaller; and
4. Projects to replace waterlines constructed of asbestos cement (AC) or other substandard materials.

A funding program has been developed using three funding sources:

1. Projects to be funded outright by development as extensions to the system or a frontage fee;
2. Projects to be funded by connection charges to the existing system to address growth-related deficiencies; and
3. Projects to be funded by customer rates to address existing system deficiencies.

In the past 20 years, the City has made tremendous improvements to the water system, including a new storage reservoir, new treatment systems, new chlorine disinfection systems, two interties with the City of Tacoma providing greater reliability, replacement of half the old AC water mains, upgrades to the telemetry and controls system, purchasing new equipment, meeting new DOH requirements, improving fire flow, and meeting the demands of new growth.

The City has established a development agreement known as the Water Supply and Facilities Funding Agreement, or WSFFA, with the two major landowners in the City (now represented by Oak Pointe and Palmer Coking Coal) to fund the major needed water improvements and to secure the needed water supply for the future growth in the City. This agreement sheltered the current citizens from the impacts of growth but also provided for the water needs of the growing City. Many of the proposed projects discussed in this plan are entirely funded by the WSFFA, while others are funded by rate payers.

It is anticipated that revenue from commodity sales will increase significantly with growth from the new developments, and that revenue will continue to increase with growth and outpace operation and maintenance expenses. In 2024, the City retired a major debt obligation that put the water utility in the position to more easily fund additional maintenance projects that have been put on hold, like the painting of the 965 Pressure Zone Reservoir. If the trends described above continue, then no significant rate increases are projected over the next 6 years.

The City is committed to providing its customers with a safe and reliable source of drinking water. The City is updating this plan to meet 10-year approval requirements. The City is anticipating substantial growth in population over the 20-year planning period and this plan provides a means for ensuring that the City water system can accommodate current and future customers.

1 | INTRODUCTION



Old Green River Bridge

LOCATION

The City of Black Diamond (City) is located approximately 30 miles southeast of Seattle, Washington. The City was established in 1880 and developed as a coal mining town over the next 50 years. The City was incorporated in 1959. The City is located along Highway 169 (also known as Maple Valley-Black Diamond Road), just west of the Cascade Mountains. Figure 1.1, Vicinity Map (Washington State) illustrates the location of the City in the State of Washington. Figure 1.2, Vicinity Map (King County) illustrates the location of the City within King County.

WATER SYSTEM OWNERSHIP

The City owns and operates a public water system. Water system data on file at the Washington State Department of Health (DOH) for the City's system is shown in Table 1.1, Water System Ownership Information.

Table 1.1
Water System Ownership Information

Information Type	Description
System Type	Community – Group A
System Name	Black Diamond Water Department
County	King
DOH System ID Number	07220 7
Owner Number	513
Address	PO Box 599 Black Diamond, WA 98010
Contact	Jesse Stavano
Contact Phone Number	(360) 851-4522

OVERVIEW OF EXISTING SYSTEM

A summary of water system data for the City’s system and the number of customers served in 2022 is shown in Table 1.2, Water System Summary.

Table 1.2
Water System Summary

Description	Data (2022)
Total City Population ¹	4,525 people
Population Served by City	3,025 people
Population Served by Covington Water District	1,500 people
Total Connections	1,937 accounts
Total Customers	2,562 ERU
Demand per Customer	178 gpd/ERU

¹ Population estimate are consistent with the Office of Financial Management.

A summary of the important characteristics of the City’s existing water system facilities in 2022 is shown in Table 1.3, Water System Description.

Table 1.3
Water System Description

Description	Facilities
Number of Pressure Zones	3
Black Diamond Spring Field Annual Withdrawal	551 acre ft/year
Wholesale Intertie Production Capacity	807.4 MG/year
Number of Pressure Reducing Valves	4
Total Length of Water Main	181,163 linear feet

The location of the City is shown in Figure 1.1, Vicinity Map (Washington State) and Figure 1.2, Vicinity Map (King County).

Figure 1.1
Vicinity Map (Washington State)

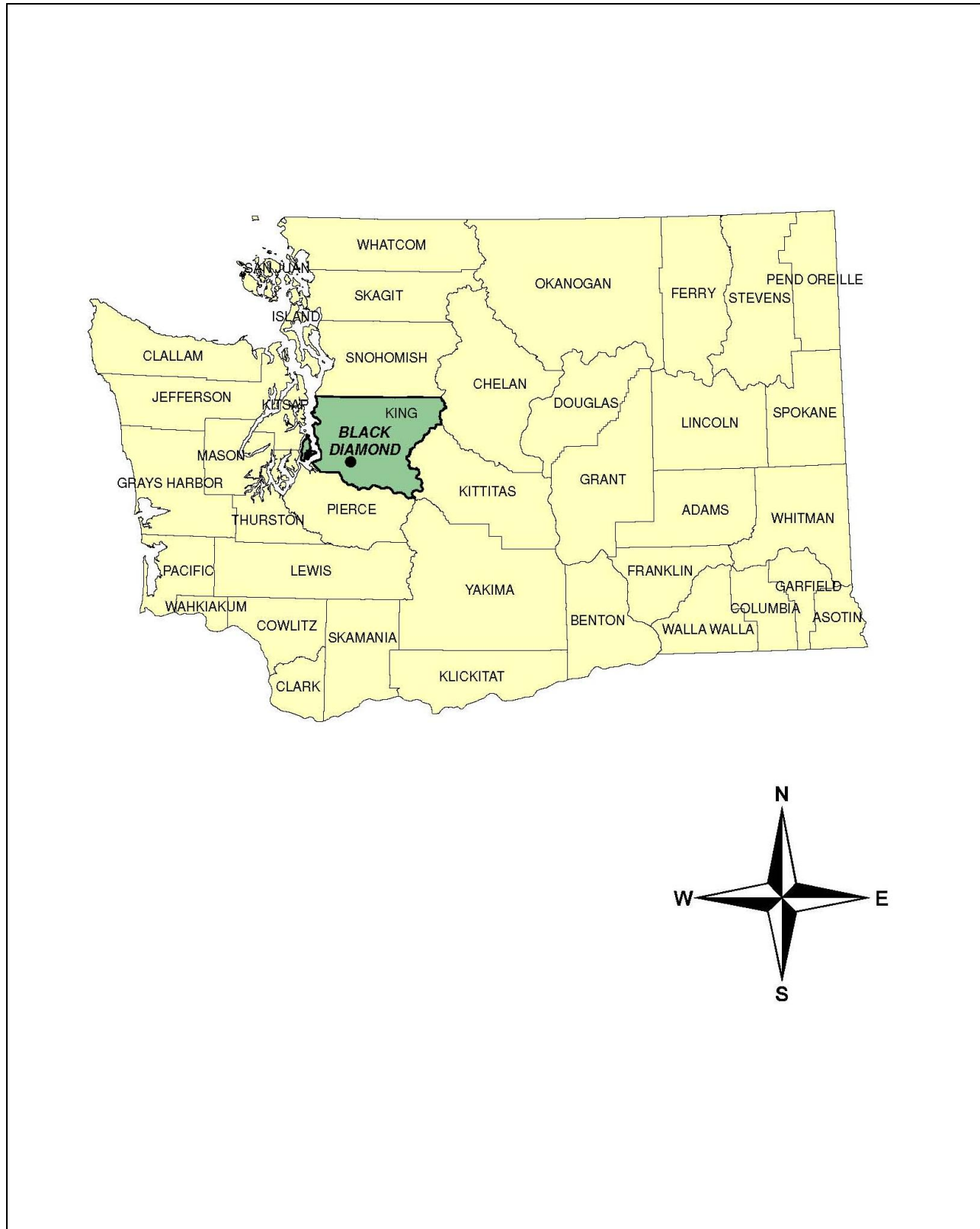
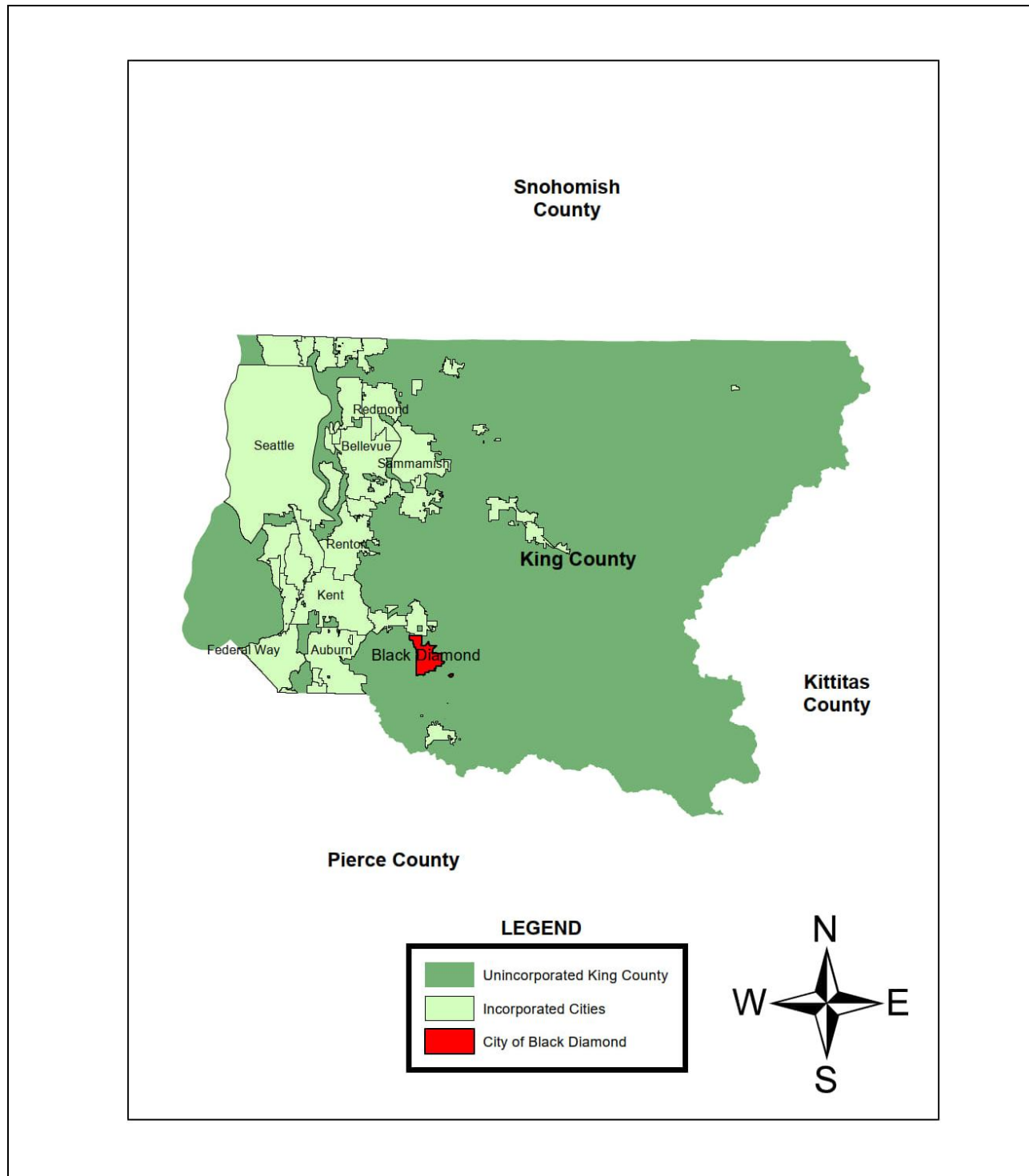


Figure 1.2
Vicinity Map (King County)



AUTHORIZATION AND PURPOSE

In April 2023, the City authorized RH2 Engineering, Inc., to prepare a Water System Plan (WSP) update as required by state law under Washington Administrative Code (WAC) 246-290-100. It is the City's intent to update its WSP and submit it to DOH every 10 years as required. The previous plan was approved and adopted in 2008, with an extension granted until 2020. The purpose of this updated WSP is as follows.

- To evaluate the existing water demand data and project future water demands.
- To analyze the existing water system to determine if it meets minimum requirements mandated by DOH and the City's own policies and design criteria.
- To identify water system improvements to resolve existing system deficiencies and accommodate future needs of the system for at least 20 years into the future.
- To prepare a schedule of improvements that meets the goals of the City's financial program.
- To evaluate past water quality and identify water quality improvements, as necessary.
- To document the City's operations and maintenance program.
- To prepare conservation, emergency response, cross-connection control, wellhead and watershed protection, and water quality monitoring plans.
- To comply with all other 2020 WSP requirements of DOH.

ORGANIZATION OF PLAN

A brief summary of the content of the chapters in the WSP is as follows.

- The Executive Summary provides a brief summary of the key elements of this WSP.
- Chapter 1 introduces the reader to the City's water system, the objectives of the WSP, and the WSP organization.
- Chapter 2 presents the water service area, describes the existing water system, and identifies the adjacent water purveyors.
- Chapter 3 presents related plans, land use, and population characteristics.
- Chapter 4 identifies existing water demands and projected future demands.
- Chapter 5 presents the City's operational policies and design criteria.
- Chapter 6 discusses the City's water sources and water quality.
- Chapter 7 discusses the water system analyses and existing system deficiencies.
- Chapter 8 discusses the City's operations and maintenance program.
- Chapter 9 presents the proposed water system improvements, their estimated costs, and implementation schedule.

- Chapter 10 summarizes the financial status of the water utility.
- The Appendices contain additional information and plans that supplement the main chapters of the WSP.

ACRONYMS AND ABBREVIATIONS

AC	asbestos cement
ADD	Average Day Demand
afy	acre feet per year
AWWA	American Water Works Association
BDUGAA	Black Diamond Urban Growth Area Agreement
BPS	Booster Pump Station
CIP	Capital Improvement Program
City	City of Black Diamond
cfs	cubic feet per second
County	King County
CT	Contact Time
CWSSA	Critical Water Supply Service Area
CWD	Covington Water District
DOH	Washington State Department of Health
DI	ductile iron
DSL	Distribution System Leakage
Ecology	Washington State Department of Ecology
EPA	U.S. Environmental Protection Agency
ERU	Equivalent Residential Unit
fps	feet per second
GMA	Growth Management Act
gpd	gallons per day
gph	gallons per hour
gpm	gallons per minute
HGL	Hydraulic Grade Line
hp	Horsepower
MCL	Maximum Contaminant Level

MDD	Maximum Day Demand
MG	million gallons
mg/L	milligrams per liter
MGD	Million Gallons per Day
MPD	master planned development
PHD	Peak Hour Demand
PRV	Pressure Reducing Valve
psi	pounds per square inch
RCW	Revised Code of Washington
SDWA	Safe Drinking Water Act
SEPA	State Environmental Policy Act
SKCCWSP	South King County Coordinated Water System Plan
SKCWUCC	South King County Water Utilities Coordinating Committee
SSPL	Second Supply Pipe Line (City of Tacoma)
Tacoma	City of Tacoma
TDH	Total Dynamic Head
UGA	Urban Growth Area
WAC	Washington Administrative Code
WSFFA	Water Supply and Facilities Funding Agreement
WSA	Water Service Area
WSP	Water System Plan

DEFINITION OF TERMS

Annual Demand: The total water system demand for one calendar year.

Average Day Demand (ADD): The total amount of water delivered to the system in a year divided by the number of days in the year. ADD is typically expressed as gallons per day per equivalent residential unit (gpd/ERU).

Consumption: The true volume of water used by the water system's customers. The volume is measured at each customer's connection to the distribution system.

Contaminant: A substance present in drinking water that may adversely affect the health of the consumer or the aesthetic qualities of the water.

Critical Water Supply Service Area (CWSSA): A geographical area that is characterized by a proliferation of small, inadequate water systems, or by water supply problems that threaten

the present or future water quality or reliability of service in a manner that efficient and orderly development may best be achieved through coordinated planning by the water utilities in the area.

Cross-Connection: Any physical connection, actual or potential, between a water system and any source of non-potable substance that presents the potential for contaminating the public water system.

Dead Storage: The volume of stored water not available to all consumers at the minimum design pressure.

Demand: The quantity of water required from a water supply source over a period of time necessary to meet the needs of domestic, commercial, industrial, and public uses, and to provide enough water to supply firefighting, system losses, and miscellaneous water uses. Demands are normally discussed in terms of flow rate, such as million gallons per day (MGD) or gallons per minute (gpm), and are described in terms of a volume of water delivered during a certain time period.

Demand Forecast: An estimate of future water system water supply needs assuming historically normal weather conditions and calculated using numerous parameters, including population, historic water use, local land use plans, water rates and their impacts on consumption, employment, projected water use efficiency savings from implementation of a water use efficiency program, and other appropriate factors.

Disinfection: The use of chlorine or other agent or process for killing or inactivating microbiological organisms, including pathogenic and indicator organisms.

Distribution System Leakage (DSL): The amount of water supply lost to leakage.

Equalizing Storage: The volume of storage needed to supplement supply to consumers when the peak hourly demand exceeds the total source pumping capacity.

Equivalent Residential Units (ERUs): One ERU represents the amount of water used by one single-family residence for a specific water system. The demand of other customer classes can be expressed in terms of ERUs by dividing the demand of each of the other customer classes by the demand represented by one ERU.

Fire Flow: The rate of flow of water required during firefighting, which is usually expressed in terms of gpm.

Fire Suppression Storage: The volume of stored water available during fire suppression activities to satisfy minimum pressure requirements.

Head: A measure of pressure or force exerted by water. Head is measured in feet and can be converted to pounds per square inch (psi) by dividing feet by 2.31.

Head Loss: Reduction in pressure resulting from pipeline wall friction, bends, physical restrictions, or obstructions.

Hydraulic Analysis: The study of a water system's distribution main and storage network to determine present or future adequacy for provision of service to consumers within the

established design parameters for the system under peak flow conditions, including fire flow. The analysis is used to establish any need for improvements to existing systems or to substantiate adequacy of design for distribution system components such as piping, elevated storage, booster stations, or similar facilities used to pump and convey water to consumers.

Hydraulic Elevation: The height of a free water surface above a defined datum; the height above the ground to which water in a pressurized pipeline would rise in a vertical open-end pipe.

Maximum Contaminant Level (MCL): The maximum permissible level of contaminant in the water that the purveyor delivers to any public water system user, measured at the locations identified under WAC 246-290-300, Table 3.

Maximum Day Demand (MDD): The maximum amount of water delivered to the system during a 24-hour time period of a given year.

Operational Storage: The volume of distribution storage associated with source or booster pump normal cycling times under normal operating conditions. Operational storage is additive to the equalizing and standby storage components, and to fire flow storage if this storage component exists for any given tank.

Peak Hour Demand (PHD): The maximum amount of water delivered to the system, excluding fire flow, during a one-hour time period of a given year. A system's peak hour demand usually occurs during the same day as the maximum day demand.

Potable: Water suitable for human consumption.

Pressure Zone: A portion of the water system that operates from sources at a common hydraulic elevation. For example, 748 Zone refers to a pressure zone that has water tanks with an overflow elevation of 748 feet.

Purveyor: An agency, subdivision of the State, municipal corporation, firm, company, mutual or cooperative association, institution, partnership, or persons or other entity owning or operating a public water system. Purveyor also means the authorized agents of such entities.

Reclaimed Water: Effluent derived in any part from sewage from a wastewater treatment system that has been adequately and reliably treated, so that as a result of that treatment, it is suitable for beneficial use or a controlled use that would not otherwise occur; it is no longer considered wastewater.

Standby Storage: The volume of stored water available for use during a loss of source capacity, power, or similar short-term emergency.

Supply: Water that is delivered to a water system by one or more supply facilities that may consist of supply stations, booster pump stations, springs, and wells.

Storage: Water that is "stored" in a reservoir to supplement the supply facilities of a system and provide water supply for emergency conditions. Storage is broken down into the following five components: operational storage; equalizing storage; standby storage; fire flow storage; and dead storage.

Water Right: A permit, claim, or other authorization, on record with or accepted by the Washington State Department of Ecology, authorizing the beneficial use of water in accordance with all applicable State laws.

2 | WATER SYSTEM DESCRIPTION



North Bank Pump Station

WATER SYSTEM MANAGEMENT

The City of Black Diamond's (City) water system is operated and maintained by the City, a municipal corporation that is governed by a Mayor-Council form of government. The water system is operated and maintained by the City's Public Works Department. The Washington State Department of Health (DOH) water system identification number is 072207. A copy of the Water Facilities Inventory (WFI) Form is included in Appendix A – Water Facilities Inventory (WFI) Form.

DOH has oversight on the review and approval of the City's system and Water System Plan (WSP). Correspondence with DOH and copy of the WSP Checklist are included in Appendix B – DOH Checklists and Correspondence.

SYSTEM BACKGROUND

HISTORY OF WATER SYSTEM DEVELOPMENT AND GROWTH

The City's original water supply system was built prior to 1915 by the Pacific Coast Coal Company. The Pacific Coast Coal Company owned and operated the system until 1943. From 1943 to 1968, the system was owned and operated by King County Water District No. 66. In 1968, ownership was transferred to the City.

The City was established in the late 1800s as a coal mining town. The City has maintained a rural atmosphere and has a 2022 estimated population of 6,994. The City encompasses just over 4,250 acres, or 6.6 square miles, which includes the Lake Sawyer area that was annexed in 1998. The Lake Sawyer area is currently served by the Covington Water District (CWD) and is not included in the City's existing Water Service Area (WSA). Therefore, the City's water system only provides service to approximately 67 percent of the City's total population, with CWD serving approximately 1,500 people.

Growth and System Planning Efforts

In 1996, the City entered into the Black Diamond Urban Growth Area Agreement (BDUGAA), which established much larger future City boundaries and put the City in charge of planning for the utilities to serve the area. Previously, the City did not have the water system source capacity to serve the larger new service area, was deficient in storage, delivery, and redundancy, and had health risk issues that needed to be addressed. Plum Creek Timber Company, Palmer Coking Coal Company, and Black Diamond Associates were the three major landowners of the vacant undeveloped land in the City. The City did not have the funding to meet the needs of future growth or the water system improvements needed to meet DOH requirements, and the large land owners could not develop their land without the water system capacity. The City and the landowners entered into the Water Supply and Facilities Funding Agreement (WSFFA). The WSFFA identified the water system improvement projects to be funded by the landowners and the water to be purchased from the City of Tacoma to serve the vacant land in exchange for credit on capital facility charges. The landowners have purchased the water needed, constructed an intertie, replumbed the City's water system into 3 pressure zones, replaced one third of the spring supply line with a larger main, installed transmission mains to serve the west portion of the City, and upgraded the disinfection system. The obligations under this agreement are to complete the new supply line from the pump station to the City, upgrade the pump station to deliver the full water right from the springs, upgrade the spring collection system to meet DOH requirements, replace and upsize the pipes from the springs to the pump station, and conduct a final rate study to determine capital facility charge credit.

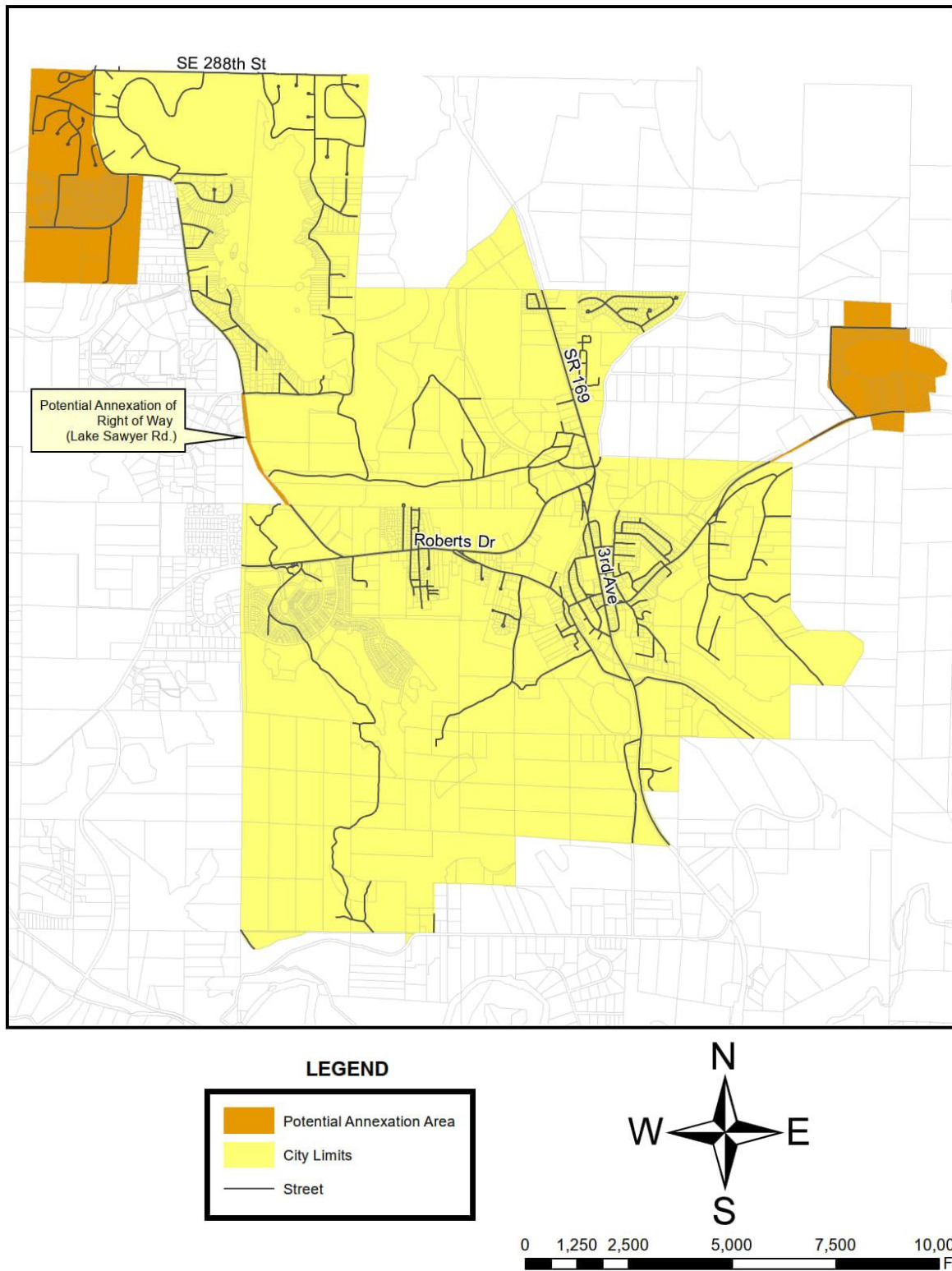
All the urban area identified in the BDUGAA (Appendix C – Black Diamond Urban Growth Area Agreement) has been annexed, except for the area around Lake 12 east of the City, as identified in Figure 2.1, Potential Annexation Areas. Potential Annexation Areas (PAAs) are areas within the UGA that have not yet been annexed to a city.

Black Diamond has two PAAs: the Lake 12 PAA (which is approximately 160 acres and includes a portion of SE Green River Gorge Road) and the West Lake Sawyer PAA (approximately 230 acres located west of Lake Sawyer along the Covington-Sawyer road, including Kentlake High School). As of 2024, the remaining land within the City's PAA includes,

- Lake 12 Annexation Area: Approximately 160 acres northeast of City limits including a section of the Green River Gorge Road connecting the Lake 12 Annexation Area to the City limits.
- West Lake Sawyer Annexation Area: Approximately 230 acres adjacent to City limits, located west of Lake Sawyer along the Covington-Sawyer road and including Kentlake High School.

The West Lake Sawyer Annexation Area is within Covington Water District. As part of development of the Countywide Planning Policies (CPPs), representatives from King County and the cities within it collaborated in determining each jurisdiction's most logical boundaries for long-term delivery of urban governmental services. The PAAs developed by the cities are listed in the King County CPPs. The land use policies and goals outline good criteria for annexation and give priority to infill within city limits.

Figure 2.1
Potential Annexation Areas



The City is currently working with two large-scale developments within the City limits. One is Lawson Hills at Black Diamond. Lawson Hills at Black Diamond is a master planned community that is expected to include approximately 1,200 new residences, as well as retail development. It is located on 325 acres, east of Highway 169 and south of Lawson Street.

The second is Ten Trails, previously known as The Villages at Black Diamond. This master planned community is approved for 4,800 new residences, as well as retail space, office space, and other amenities. It is located primarily on 950 acres west of Highway 169 and south of Black Diamond-Auburn Road.

With the prospect of the City's population more than quadrupling in the near future, the City is facing unique challenges in ensuring that its water system will be prepared to accommodate such intense growth. Although the developers are responsible for implementing and funding the improvements necessary to serve them, the City will need to be prepared to meet the operational and maintenance demands as the water system grows. In the last two years the City has added two full-time employees to the Public Works Department.

ADJACENT PURVEYORS

The largest water system adjacent to the City's WSA is CWD. Figure 2.2, Adjacent Water Systems shows the location of water purveyors adjacent to the City's WSA. Adjacent purveyors have been afforded the opportunity to comment on this WSP. Comments received from adjacent purveyors have been included in Appendix D – Agency Review Comments.

Covington Water District

CWD is the purveyor for the areas to the north and west of the City. It has a service area of approximately 53 square miles and provides water to the Cities of Covington, Maple Valley, and portions of Black Diamond, as well as unincorporated areas of King County (County). CWD is the City's largest adjacent purveyor. As previously mentioned, CWD is the current purveyor for the Lake Sawyer Area within the City limits. CWD and the City were in dispute over 94 acres in West Black Diamond, caused by conflicts between the *South King County Coordinated Water System Plan* map and other planning documents, including the BDUGAA, the City's approved WSP, and annexation ordinances. The service area dispute was resolved by an agreement between CWD and the Land Owner/Developer of the dispute area. CWD has relinquished claims to the dispute area.

Additional Systems

Additionally, there are several private wells and small public water systems served by wells located within the City as shown in Table 2.1, Additional Water Systems. The City desires to discontinue the use of such systems. The City's *Comprehensive Plan* outlined the City's policy to require any new developments to hook up to the municipal water system and will consider consolidation of private systems on a case by case basis. Additionally, the *Comprehensive Plan* outlines the City's policy to prohibit new private water systems within the City. See Chapter 5 for additional policies regarding private water systems.

Figure 2.2
Adjacent Water Systems

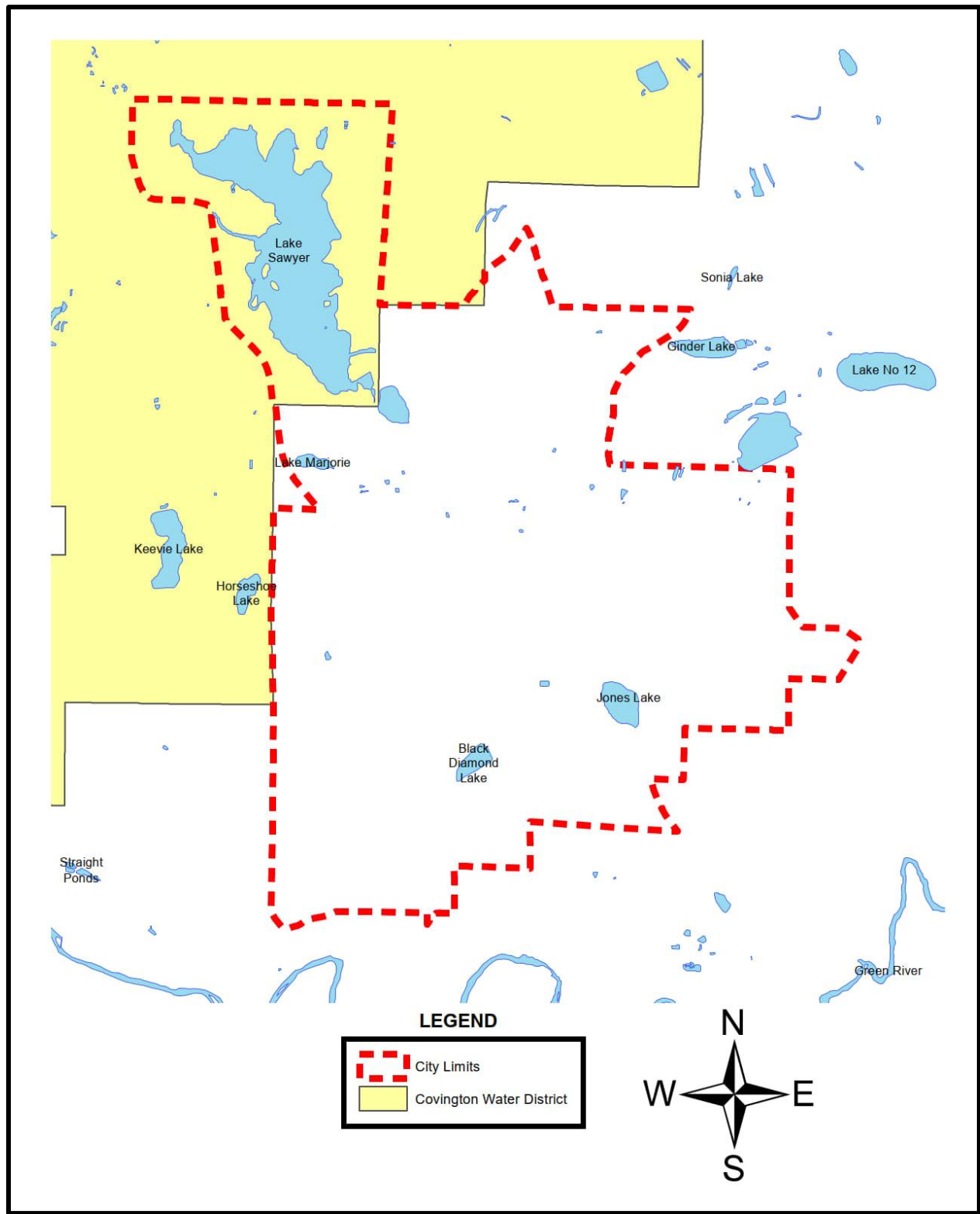


Table 2.1
Additional Water Systems

Water System Name	Water System ID	System Type	Number of Connections	Within City Limits	Type of Source
COVINGTON WATER DISTRICT	416508	A	19,680	Yes	Multiple
KENT WATER DEPARTMENT	381501	A	34,530	No	Well Field
SAWYERWOOD ESTATES WATER	76460N	A	22	No	Well
SAWYERWOOD WATER SYSTEM	76462P	A	11	No	Well
BEADLE-FRESHWATER	52331Y	B	3	No	Well
BLUM, E.	14321	B	4	No	Groundwater
BOONDOCKS TAVERN	07710L	B	2	No	Well
CALLERO, A.	10553H	B	4	No	Well
CAR	05259H	B	2	No	Well
COKE-LONEY	62136A	B	2	No	Well
DIAMOND ACRES	42240J	B	4	No	Well
DIAMOND RIDGE	23897	B	5	No	Well
GOLDSBERRY, P.	264442	B	2	Yes	Well
HENRY COMMUNITY WATER SYSTEM	06182L	B	2	No	Well
HOFMANN	26601Q	B	2	Yes	Well
JOHNSON, J.	44176D	B	2	Yes	Well
KNIGHT, T.	16453R	B	4	No	Well
MCLEAN	572906	B	2	No	Well
MORENO SUPPLY	561607	B	3	No	Well
MORRIS BROS.	56185A	B	5	Yes	Well
OOSTERINK WATER SYSTEM	284992	B	2	No	Well
PACIFIC COAST COAL COMPANY	05453N	B	1	No	Well
SAWYER GLEN	764550	B	8	No	Well
SHOPP G	42651U	B	3	No	Well
SMITH, CLAUDE	806001	B	3	No	Well
STUTH CO.	399525	B	3	No	Well
TOLLBER, R. M.	284277	B	6	No	Well
W & S #1	02451	B	5	No	Groundwater
WALTENBURG	07683U	B	2	No	Well
WILLIAMS, C.	01057Y	B	4	Yes	Well

INVENTORY OF EXISTING FACILITIES

This section provides a detailed description of the existing water system and the current operation of the facilities. The analysis of the existing water system is presented in Chapter 7 – Water System Analysis.

SYSTEM OVERVIEW

The City's water system is primarily served by the Black Diamond Spring Field, located approximately 2 miles southeast of the City above the south bank of the Green River. Water from the Black Diamond Spring Field is pumped to the 4.3 MG Reservoir by a pump station located on the north side of the Green River. An additional source of water for the City is a wholesale intertie with the City of Tacoma Second Supply Pipe Line (SSPL).

The City has two reservoirs that serve its water system. The City's distribution system currently operates with three pressure zones: the upper pressure zone at a pressure head of approximately 965 feet; the middle pressure zone at a pressure head of approximately 850 feet; and the lower pressure zone at a pressure head of approximately 750 feet. Portions of the City's system operate with high pressures, individual pressure reducing valves (PRVs) are required on all high pressure service connections throughout the WSA. Figure 2.3, Existing Water System illustrates the existing configuration of the City's water system.

SOURCES OF SUPPLY

Black Diamond Spring Field

Currently, the City's primary source of water is from a series of natural springs located approximately 2 miles southeast of the City on a large City-owned parcel. The springs water can be used for both domestic supply and power generation. Typical flow capacities for the different spring field collection areas are listed in Table 2.2, Spring Capacity.

Table 2.2
Spring Capacity

Spring Collection Area	Typical Capacity	
	(cfs)	(gpm)
Nos. 1 and 3	4.30	1,930
No. 2	1.90	853
No. 4 (Upper Area Only)	1.34	601
Total	7.54	3,384

Note: Only Springs Nos. 1 and 3 are connected to the City's system.



Black Diamond Springs Collection Box No. 1

Water Rights

The City currently holds two surface water certificates on file with the Washington State Department of Ecology (Ecology). The source of water for both certificates is the Black Diamond Springs.

Surface Water Certificate No. 3580 was issued on May 19, 1950, with a priority date of August 22, 1949. Since this water right is for power production purposes, it has not been included in the City's calculations for its potable municipal water supply water rights for planning purposes.

Surface Water Certificate No. S1-00506C was issued on March 29, 1974, with a priority date of April 15, 1968. This water right meets the definition as being for municipal water supply purposes, provided under Revised Code of Washington (RCW) 90.03.15. These water rights are summarized in Table 2.3, Water Rights.

Table 2.3
Water Rights

Certificate Number ¹	Priority Date	Source Type	Instantaneous Withdrawal (Qi)	Annual Withdrawal (Qa)
			(cfs)	(afy)
3580	August 22, 1949	Surface Water	2.93	0
S1-00506C	April 15, 1958	Surface Water	8.0	551

(1) As recorded by the Department of Ecology.

Interties

Water system interties are physical connections between two adjacent water systems. Interties are normally separated by a closed isolation valve or control valve. Emergency supply interties provide water from one system to another during emergency situations only. An emergency situation may occur when a water system loses its main source of supply or a major transmission main and is unable to provide a sufficient quantity of water to its customers. Normal supply interties provide water from one system to another during non-emergency situations and are typically supplying water at all times.

City of Tacoma Intertie

The City negotiated a wholesale water agreement with the City of Tacoma (Tacoma) in 2003 wherein the two agencies agreed that Tacoma would supply wholesale water to the City. The supply quantities are outlined in Table 2.4, Tacoma Wholesale Intertie Water Supply.

Table 2.4
Tacoma Wholesale Intertie Water Supply

Agreement	Date of Agreement	Wholesale Supply Capacity (gpd)
Wholesale Water Agreement	August 1, 2003	1,712,000 for average day use 3,852,000 for maximum day use 3,659,400 for 4-day maximum use
Amendment No. 1	February 1, 2007	500,000 for average day use 1,125,000 for maximum day use 1,068,750 for 4-day maximum use
Amendment No. 2	September 3, 2020	Second Intertie (Lake Sawyer Road SE)

The intertie connection to Tacoma's SSPL was constructed in 2005 at the City's 4.3 MG Reservoir site. Amendment No. 1 to the agreement was approved in 2007 and included the purchase of additional water. Amendment No. 2 to the agreement was finalized in 2020 and is for a second intertie off Tacoma's SSPL at Lake Sawyer Road SE. Copies of the 2003 Wholesale Water Agreement, Amendment No. 1 and Amendment No. 2 have been included in Appendix E – Tacoma Wholesale Agreement.

PUMPING FACILITIES

The City currently operates and maintains two active pump stations. One is located on the northerly side of the Green River and the second is located at the 4.3 MG Reservoir site. Pump curves for the City's pumping facilities are located in Appendix F – Pump Curves.

North Bank Pump Station

The North Bank Pump Station was constructed in 1997 and replaced an older pump station that was located on the same property. The North Bank Pump Station has an installed pump capacity of approximately 600 gallons per minute (gpm). The two pumps were designed to operate at 600 gpm each. The City replaced the pump station as part of the North Bank Booster

Pump Station Project which was bid in September of 2020 and built in 2021. A 12-inch-high density polyethylene (HDPE) and a 12-inch-diameter ductile iron (DI) water main runs from the North Bank Booster Pump Station (BPS) to the 4.3 MG Reservoir.



North Bank BPS (Outside)



North Bank BPS (Inside)

4.3 MG Reservoir Pump Station

The pump station located at the 4.3 MG Reservoir site was constructed in 2006. This pump station operates two electric pumps with a standby generator system. The two pumps are operating at a capacity of 650 gpm each. An 8-inch-diameter water main runs from the 4.3 MG Reservoir Pump Station to the City's 0.5 MG Reservoir.



4.3 MG Reservoir Pump Station and Treatment Building

STORAGE

The City currently is served by two reservoirs. An overview of the City's reservoirs is provided in Table 2.5, City of Black Diamond Reservoirs.

Table 2.5
City of Black Diamond Reservoirs

Reservoir Name	Volume (MG)	Overflow Elevation (feet)	Material	Year Built
0.5 MG Reservoir	0.5	965	Steel	1986
4.3 MG Reservoir	4.3	850	Steel	2006

0.5 MG Reservoir

The 0.5 MG Reservoir is located on a City parcel that is approximately 1,200 feet easterly up a gravel road from the intersection of Botts Drive SE and SE Mountain View Drive. This reservoir was constructed in 1986 and has a capacity of 500,000 gallons. The 0.5 MG Reservoir is at an approximate elevation of 930 feet,¹ with an overflow elevation of approximately 965 feet.

¹ Prior reports, studies, and designs have shown the 0.5 MG Reservoir to be located at an approximate elevation of 915 feet with an overflow elevation of 950 feet. Physical topographic surveying completed for the City in 2004 resulted in the revised elevations.

*0.5 MG Reservoir*

4.3 MG Reservoir

The 4.3 MG Reservoir is located just north of the intersection of Lawson Street and SE Botts Drive on a City parcel. This reservoir was constructed in 2006 and has a capacity of 4.3 MG. The reservoir has an approximate elevation of 770 feet, with an overflow elevation of approximately 850 feet.

*4.3 MG Reservoir*

PRESSURE ZONES

The City's water system consists of three pressure zones. An existing system hydraulic profile is shown on Figure 2.4, Existing Hydraulic Profile. This figure shows the vertical relationship of the pressure zones and demonstrates how the water moves throughout the system.

Additionally, Figure 2.5, Existing Pressure Zones shows the various pressure zones located within the City. These pressure zones have been defined through the use of PRVs and closed valves in the system. It should be noted that the 1175 Pressure Zone is a future pressure zone and is not part of the existing water system.

PRESSURE REDUCING VALVES

PRVs are installed between pressure zones to allow water from a higher level pressure zone to flow into the lower level pressure zone at reduced pressures. The PRVs hydraulically vary the flow rates to maintain a constant and preset pressure in the downstream or lower level pressure zone. This results in a safe range of pressures in the lower zone. The City has several PRVs installed throughout the system to help moderate pressures in the distribution system. Additionally, individual PRVs are installed on all service meters within the system to further control pressures.

Table 2.6, Pressure Reducing Valves summarizes the location and upstream and downstream pressure zones of the City's existing PRVs.

Table 2.6
Pressure Reducing Valves

PRV No.	Location	Elevation (feet)	Downstream Pressure Setting	Upper Pressure Zone	Lower Pressure Zone
			(psi)	(HGL)	(HGL)
1	Lawson Street	669	40.0	850	750
2	Railroad Avenue	634	53.0	850	750
3	Roberts Drive	612	65.0	850	750
4	Newcastle Drive	727	53.0	965	850
5	Temporary 4-inch	778	31.0	965	850

TRANSMISSION AND DISTRIBUTION

Pipes

The existing transmission and distribution system is shown in Figure 2.3, Existing Water System. The water system consists of approximately 181,163 linear feet of pipe, including approximately 10,500 linear feet of transmission mains. The existing transmission and distribution system consist of pipes ranging in size from 1.5 inches to 20 inches in diameter. The pipes are manufactured from various materials, including AC, DI, cast iron (CI), HDPE, and polyvinyl chloride (PVC). Table 2.7, Pipe Inventory shows a summary of the various pipe sizes and materials.

Table 2.7
Pipe Inventory

Diameter	Length (feet)	Percent of Total
4-inch or smaller	8,144	4%
6-inch	11,792	7%
8-inch	89,198	49%
12-inch	64,364	36%
16-inch	3,954	2%
20-inch	3,711	2%
Total	181,163	100%
Material	Length (feet)	Percent of Total
PVC	5,790	3%
HDPE	4,399	2%
Asbestos Cement	27,095	15%
Ductile Iron	143,771	79%
Cast Iron	108	0%
Total	181,163	100%

The size and material of the existing water mains are an important element when evaluating the City's water system. Figure 2.6, Existing Pipe Sizes shows the various pipe sizes of the City's water system. Figure 2.7, Existing Pipe Materials shows the various pipe materials of the City's water system.

Meters

One hundred percent of the City's connections are metered. There are currently 1,973 metered service connections within the City's WSA. Approximately 92 percent, or 1,783, of the connections are for single-family residences. The remaining meters are for public buildings and facilities, multi-family residences, irrigation, and commercial businesses.

TELEMETRY AND CONTROL SYSTEM

A telemetry and supervisory control system collects information and can efficiently control a water system by automatically optimizing facility operations. The telemetry and control system is capable of providing alarm notifications in the event of equipment failure, reservoir overflow, or other emergency situations. The City's telemetry and control system was first put into operation in 2006 and has been updated several times. The operation of the telemetry system is controlled onsite at the 4.3 MG Reservoir treatment building. The North Bank Pump Station is controlled via a radio read from the 4.3 MG Reservoir to the 0.5 MG Reservoir, then via coax cable from the reservoir to the North Bank Pump Station. Portions of the telemetry system computer and software were upgraded in 2018.



Control Panel

TREATMENT FACILITIES

The City's water system is currently disinfected via a hypochloride chlorination system that was installed in 2016 at the North Bank Pump Station. Corrosion treatment is provided at the pump station located at the 4.3 MG Reservoir site.

WATER SERVICE AREA

The boundaries of the City's WSA, retail service area, and potential service area are depicted in Figure 2.8, Water Service Area.

Retail Service Area

The Municipal Water Supply – Efficiency Requirements Act, Chapter 5, Laws of 2003 (Municipal Water Law) amended the Washington State Board of Health Code (Chapter 43.20 RCW) to require that municipal water suppliers provide water service to all new retail customers within a retail service area under certain conditions. A retail service area is the area within which water is or will be sold directly to the ultimate consumers.

According to the Municipal Water Law, a municipal water supplier has a duty to serve new water service within the identified retail service area if the utility:

- Can provide water service in a timely and reasonable manner;
- Has sufficient water rights, or uses water from a source that has a water right;
- Has sufficient capacity to serve the water in a safe and reliable manner as determined by DOH; and
- Is consistent with the requirements of any comprehensive plans or development regulations adopted under Chapter 36.70A RCW or any other applicable adopted comprehensive plans, land use plans, or development regulations.

DOH publication 331-444 provides guidance for utilities determining timely and reasonable service, the City will endeavor to follow state recommendations.

PHYSICAL ENVIRONMENT

Planning for the future water system requires a basic understanding of the physical environment of the WSA. A working knowledge is useful in identifying any constraints that may affect the development of the water system. Physical characteristics that influence planning and design include topography, geology, soils, surface water, groundwater, and climate. Descriptions of these characteristics, as well as a summary of environmentally sensitive areas in the City, are as follows.

Topography

The City is situated on an upland plateau bounded on the south and southeast by the Green River and on the northeast by the Cascade Range. Depressions and hummocks characterize the rolling glacial terrain.

The plateau is dotted with lakes and cut by numerous streams that drain to the Green River. The plateau is deeply incised by the Green River gorge located approximately two miles south of the City. The descent to the river is steep, with a maximum slope of approximately 55 percent.

Elevations within the existing City limits vary between approximately 500 feet at Morganville to 1,000 feet at the eastern perimeter. Most of the existing buildings within the City are located at lower elevations, between approximately 500 and 700 feet.

Elevations within the study area range from approximately 300 feet in the southwestern corner of the study area near the banks of the Green River, to over 1,200 feet in the eastern part of

the study area outside the City limits. Elevations of at least 1,000 feet also are found in the northeast corner of the study area, northeast of Lake No. 12.

Geology and Soils

The surficial geology and landforms in the Black Diamond area, located on the Covington Drift Plain, are the result of the most recent regional glaciation, the Vashon Stade of the Fraser glaciation. The Vashon ice sheet completely melted from the Black Diamond area approximately 10,000 years ago. During the maximum extent of the Vashon Stade, the planning area was covered with up to 2,000 feet of ice.

Since the last glaciation, urbanization, rural development, logging, gravel mining activities, erosion, and sedimentation have modified the land surface. Weathering and erosion of native soils has resulted in the development of topsoil and colluvium at the ground surface. The topsoil in undeveloped areas consists of a few inches of silt and sand with decayed roots and leaves. The weathered soils underlying the topsoil consists of silty sand and gravel with roots, generally extending 2 to 6 feet. Topographic depressions and low gradient stream channels have accumulated soft organic silt and peat. In general, the areas underlain by organic silt and peat are within wetland areas.

Vashon recessional outwash mantels the west portion of the City. The soil consists of sand and gravel with variable amounts of silt and cobbles deposited by the rivers emanating from the melting front of the Vashon ice sheet. This soil is considered a valuable gravel resource in this area depending on its thickness and silt content.

Vashon till is at the ground surface in some areas of the east portion of the City. Till consists of unstratified silt, sand, gravel, and cobbles that are in a very dense condition because of being overridden by the glacial ice. Till is usually 20 to 40 feet thick and probably underlies the recessional outwash, but till may be absent where eroded during deglaciation meltwater runoff episodes.

Pre-Vashon glacial and interglacial sediments underlie the Vashon till in the west portion of the City area where bedrock is deep. The pre-Vashon glacial and interglacial sediments consist of interbedded and/or stratified silt, gravel, and till. These soils are not exposed at the ground surface in the City, but are exposed in the upper walls of the Green River gorge, south of the City, and are penetrated by water wells in the west portion of the area.

Bedrock of the Puget Group underlies the City and surrounding area. The bedrock is locally exposed at the surface in the east portion of the area and in the walls of the Green River gorge. The bedrock consists of sedimentary sandstone, mudstone, shale, and coal. Based on elevations of surface exposures and the interpretation of well water logs by Icicle Creek Engineering, Inc., bedrock underlies the property at a depth of 200 feet or more in the west portion of the City.

Additional geological information is contained in Appendix G – Soils Information.

Surface Water

The City's WSA lies within the Duwamish/Green River drainage basin. A number of lakes, wetlands, and creeks lie within the service area.

Black Diamond Lake and Jones Lake are located in the southern part of the City limits. Ginder Lake and Lake No. 12 are located east of the City limits within the potential service area. Two smaller lakes, Oak Lake and Horseshoe Lake, are located within the western part of the City limits. Lake Sawyer is one of the largest lakes in terms of size and volume in the Green River Basin and is located in the recently annexed portion of the City but outside the potential service area. It discharges to Covington Creek, which in turn discharges to Big Soos Creek. The Big Soos Creek flows into the Green River near the City of Auburn. Lake levels of Lake Sawyer are controlled by a privately owned and operated concrete dam at the entrance of Covington Creek.

Rock Creek is the principal drainage basin in the City and flows north to Lake Sawyer. Ginder Creek, Lawson Creek, and three smaller creeks drain into Rock Creek. Existing development in the City is located in the central portion of the drainage basin. All development within the Rock Creek basin (including that outside of the City limits) is preferred by King County and the City to be served by public sewer. Land use control within the basin also is viewed by the City as critical in order to promote open space and protect the drainage basin from future degradation.

The Green River originates in the western Cascade Range approximately 30 linear miles east of the City. Flows in the river result largely from rainfall runoff and snowmelt. Flows are regulated approximately 20 miles upstream of the City by a flood control structure operated by the US Army Corps of Engineers known as the Howard Hanson Dam.

Groundwater

Groundwater occurs in three aquifer systems beneath the service area. These aquifer systems include: a seasonal shallow, or perched, unconfined aquifer in the weathered soil and recessional outwash overlying till of bedrock; an intermediate depth, regional unconfined and confined aquifer system within the pre-Vashon glacial and interglacial sediments; and a confined regional aquifer system within the bedrock.

The shallow aquifer system is the primary water resource penetrated by most of the domestic wells in the WSA. At least seven water wells penetrate the intermediate depth aquifer in the area. The intermediate depth aquifer has potential for development as a water resource based on limited available information. The deep bedrock aquifer is controlled by fractures in the bedrock. Several domestic wells penetrate the bedrock aquifer in the east portion of the area, but are typically very low in yield.

A potential groundwater resource was recently identified in the southwest portion of the area on the Black Diamond Associates property. Preliminary studies of this groundwater resource by others indicate its potential to supplement the City's public water supply system, subject to securing water rights, which is very unlikely.

Groundwater Quality

The shallow aquifer is particularly vulnerable to contamination from the surface and may dry out seasonally in some areas. The intermediate depth aquifer is recharged over a very large area and is generally protected from contamination from the surface. The bedrock aquifer

often contains water with elevated levels of minerals, such as iron and sulfur, that may affect water quality.

Groundwater Flow Patterns

Groundwater flow patterns have both horizontal and vertical components. In the Black Diamond area, the primary vertical component of flow is downward percolation from the shallow aquifer, through the underlying till or fractures in the bedrock, and into the intermediate or deep bedrock aquifer. Horizontal groundwater flow in the shallow aquifer discharges to the surface water features of Rock Creek, Ravensdale Creek, and Crisp Creek.

Groundwater Recharge

Groundwater recharge to the shallow aquifer is primarily from precipitation or infiltration of surface water runoff from adjacent areas. As precipitation falls on the ground surface, a portion infiltrates the soil. Precipitation that does not infiltrate remains on the surface, filling small depressions or moving downslope as surface runoff. Some shallow infiltrated water is used by plants and returns to the atmosphere by evapotranspiration. When the soil moisture content is high, such as occurs after a long period of rainfall, some water within the soil migrates downward. Downward percolation of water is impeded by relatively impermeable till or bedrock that underlies most of the area. Where water is concentrated within topographic low areas such as wetland or streams, there is generally more recharge than in topographic high areas, where the surficial aquifer is dry much of the time.

The intermediate depth and deep bedrock aquifer systems are recharged by infiltrating water over an area much larger than the City.

Information regarding groundwater wells in the area was collected from the Brown and Caldwell hydrogeology report of the Black Diamond Springs (1989) and well log information collected by Robinson and Noble, Inc., (1990) regarding well development in the southeastern corner of the City limits.

Climate

The Pacific Ocean and Puget Sound moderate temperature extremes in the region, while the Cascade Mountains influence the area's precipitation. Precipitation in the area occurs primarily due to cooling of moisture-laden air masses as they flow and rise over the Cascade Mountains.

Annual precipitation ranges from 45 to 70 inches, averaging approximately 55 inches. More than 80 percent of the precipitation occurs October through May, and 50 percent from November through February. Total evaporation averages approximately 25 inches per year, with approximately 75 percent occurring during the months of May through August. Precipitation and evaporation were measured at the Landsburg weather station located approximately 5 miles north northeast of the City.

Available temperature data is also from the Landsburg weather station. Low temperatures in December and January average 30 degrees to 33 degrees Fahrenheit and the highs range from 41 degrees to 46 degrees Fahrenheit. In July and August, the average low temperature is approximately 50 degrees Fahrenheit and the high is 75 degrees Fahrenheit. The lowest

recorded temperature from 1976 to 1993 was 0 degrees Fahrenheit in February 1989, and the highest recorded temperature was 102 degrees Fahrenheit in August 1981 and May 1983.

Prevailing wind direction is from the south to the southwest during the rainy season and from the west or northwest in summer. Average wind velocity is less than 10 miles per hour.

Mining Activity

Abandoned coal mines underlie at least 50,000 acres in western and central Washington. Many of the abandoned, underground mines present in the Black Diamond area have been documented by the State. Applicants for building permits in abandoned coal mine areas are required to demonstrate the safety of the proposed project. Mitigation of a mine may be required, and a horizontal buffer of 500 feet from the vertical projection of the mine is required, regardless of depth, unless otherwise recommended by a geotechnical report by a professional engineer with expertise in geotechnical engineering. High hazard areas are typically those areas underlain by mine workings shallower than 200 feet or fifteen times the knees of the coal seam for gently dipping seams. Moderate hazard areas are areas where more workings are deeper than 200 feet or deeper than fifteen times the knees of the seam or workings for gently dipping seams. The study by professional engineers should detail the presence of surface openings, potential sinkholes, depth of working, and a detailed examination of historic mine maps and records.

Environmentally Sensitive Areas

The Black Diamond Municipal Code, Chapter 19.12 establishes regulations for development in environmentally sensitive areas. These regulations were developed to prevent action undertaken by any person or entity resulting in a substantial environmental alteration. Specific information on the location and extent of sensitive areas within the City can be obtained from the City, while sensitive areas information for other areas is available from King County. Any development should be coordinated with the City's Wellhead Protection Map.

Environmentally sensitive areas include wetlands, fish and wildlife habitat conservation areas, and geologically hazardous areas. Geologically hazardous areas include areas that are not suitable to development due to their susceptibility to erosion, sliding, earthquake, or other geological events. A geotechnical report prepared by a licensed professional engineer is required prior to any development in these areas.

Fish and wildlife conservation areas within the City include Rock Creek and Ginder Creek corridors, open water ponds, lakes and riparian forests. Geologically hazardous areas include steep slopes (greater than 25 percent) and past coal mine working areas. Development around wetland areas requires buffer zones to reduce or mitigate any adverse impact. Permitted activities within the buffer zones include passive recreation, parks, pedestrian and bicycle trails, and road and utility facilities when necessary.

LAND USE AND ZONING

Land use and zoning play an important role in determining growth patterns, and therefore, future water requirements. Future land use, variations in use, and changing population

densities, as determined by applicable zoning ordinances, can significantly impact the City's ability to provide adequate water service. Land use and zoning are discussed in more detail in Chapter 3 – Land Use and Population.

FUTURE SERVICE AREA

The City's future service area has been modified from the previous future water service area as identified in the *South King County Coordinated Water System Plan* (SKCCWSP). The SKCCWSP established future water service areas for the utilities that are included in the plan. A service area agreement was prepared by the South King County Water Utilities Coordinating Committee (SKCWUCC) and agreed to by the participating utilities. A copy of the Interlocal Agreement for Establishing Water Utility Service Area Boundaries as Identified by the South King County Coordinated Water System Plan has been included in Appendix H – SKCCWSP Service Area Agreement.

SERVICE AREA AGREEMENTS

All water purveyors located within a Critical Water Supply Service Area are required to have a water service area agreement that identifies the external boundaries of their water service area. The City has a service area agreement that was developed as part of the SKCCWSP. A copy of this agreement has been included in Appendix H – SKCCWSP Service Area Agreement. If SKCCWSP updates its plan, the City would like to participate in that process.

3 | LAND USE AND POPULATION



Conceptual Ten Trails

MDRT Planning Documents

RELATED PLANNING DOCUMENTS

The following related planning documents were examined in the preparation of the City of Black Diamond's (City) Water System Plan (WSP) to ensure consistency with the land use policies of all involved agencies. Comments received from these agencies have been included in Appendix D – Agency Review Comments. Comments and correspondence with Washington State Department of Health (DOH), including review checklists, are included in Appendix B – DOH Checklists and Correspondence.

CITY OF BLACK DIAMOND PLANNING DOCUMENTS

City of Black Diamond 2009 Water System Plan

This document, approved by DOH in 2009, presented system improvements and projects necessary to update and enhance the existing water system facilities.

The City's *Comprehensive Plan* document includes chapters regarding the City's urban growth area (UGA), population and employment characteristics, and land use. The City's *Comprehensive Plan* was adopted in 1996, and amended in 2001, 2009, and 2018.

REGIONAL PLANS AND DOCUMENTS

King County Comprehensive Plan

The *King County Comprehensive Plan* was adopted in 2004 and amended in 2006, 2016 and 2024. This document identifies the City as a Rural City. This document also includes the City within the UGA of King County for purposes of planning, land use, and facility needs. The City's WSP has been developed consistent with the *King County Comprehensive Plan*.

King County Code

The King County Code contains details in Chapter 13.24 regarding Water and Sewer Comprehensive Plans. A listing of the applicable code sections has been provided by King County and is included in Appendix D – Agency Review Comments. In addition, development in King County requires a Certificate of Water Availability in addition to other County permits. The City's WSP has been developed in conformance with these codes.

Regional Water Supply Planning – Climate Change

The City recognizes the importance of supporting local and regional efforts to combat and mitigate the effects of climate change. Environmental protections, emissions reduction, and energy conservation are all important methods of addressing climate change impacts. While other goals and policies address issues that affect climate change, the City has also chosen to employ goals and policies specific to this important issue.

The City's Comprehensive Plan includes, Goal NE-7: Recognize the value of ongoing preparation and planning climate change impacts by participating in and supporting local and regional efforts to reduce greenhouse gas emissions and prepare for climate change impacts. Additional redundancy and reliability will be evaluated to determine future improvements for addressing concerns related to climate change, see Chapter 9 for improvement program.

Water Resource Inventory Area (WRIA) 9 Plans

King County has produced several documents regarding watershed and salmon recovery issues such as the *Final WRIA 9 Near-Term Action Agenda for Salmon Habitat Recovery Planning* and *WRIA 9 Strategic Assessment Report – Scientific Foundation for Salmonid Habitat Conservation*. These plans address interim and long-term conservation plans for salmon habitat in the Green/Duwamish watershed. The City's WSP does not propose any improvements that are known to be in conflict with these planning documents.

South King County Groundwater Management Plan

The South King County Groundwater Management area encompasses nearly 260 square miles mostly within the Green/Duwamish Watershed. The City is located within the plan area, near the eastern boundary. The majority of the water in the South King County Groundwater Management Area is used for private, municipal, industrial, and agricultural purposes, and is provided by groundwater sources. The City recognizes the importance of protecting groundwater sources. The City's WSP does not propose any improvements that are known to be in conflict with groundwater management planning documents.

Cascade Water Alliance 2004 Transmission and Supply Plan

The Cascade Water Alliance was formed through an interlocal agreement by eight public water systems in King County (County) and serves as a regional water supplier to the City of Bellevue, City of Tukwila, City of Kirkland, City of Issaquah, City of Redmond, Covington Water District (CWD), Sammamish Plateau Water and Sewer District, and the Skyway Water and Sewer District. In January 2004, the Cascade Water Alliance began delivering regional water supplies to its members.

The Transmission and Supply Plan meets the requirement of DOH for public water systems to prepare a water system plan every ten years. The *Cascade Water Alliance Transmission and Supply Plan* addresses water supply and transmission needs. Local distribution of the water supply is covered in the separate water system plans prepared by the members of the Cascade Water Alliance.

The Cascade Water Alliance plan was reviewed because one of the members of the Cascade Water Alliance, CWD, is an adjacent purveyor to the City and serves the Lake Sawyer area within the City's corporate limits. This WSP has been developed in consistency with the *Cascade Water Alliance Transmission and Supply Plan*.

Covington Water District Water System Plan Update

Covington Water District is an adjacent purveyor to the City. CWD's *Water System Plan Update* was prepared in 2016. The CWD's *Water System Plan Update* was revised in 2017 and is no longer in a service area conflict with the City's WSP. The City's WSP has been developed consistent with CWD's *Water System Plan Update*.

City of Tacoma Water Plan Update

The City negotiated a long-term supply of water with the City of Tacoma (Tacoma). Tacoma's *Water Plan Update* was approved by DOH in 2018. The City's WSP has been developed consistent with Tacoma's *Water Plan Update*.

LAND USE AND ZONING

Land use and zoning play an important role in determining growth patterns, and therefore, future water requirements. Future land use, variations in use, and changing population densities, as determined by applicable zoning ordinances, can significantly impact the City's ability to provide adequate water service.

Figure 3.1, City Land Use Designation is the proposed land use for the City as included in the City's *Comprehensive Plan*. This figure shows designated land use within incorporated Black Diamond and the portions of unincorporated King County that are within the City's Water Service Area (WSA). Current land uses are primarily residential uses, with some light industrial and commercial areas. The land use shown may not accurately represent the layout of the developed parcels as the land use designations were not modified from the City's available data.

Figure 3.2, County Land Use Designation includes the designated land uses for the area of unincorporated King County within the City's WSA. Figure 3.2, County Land Use Designation includes the zoning designations as defined by the County.

PROJECTED POPULATION AND LAND USE

Population projections for the 20-year planning horizon were estimated for the City's WSA based on an average household size of 2.73 persons per household was utilized in the population projections.

The City is expected to experience substantial growth in the near future due to the large-scale developments that are underway. Projected land uses are based on the City's Land Use map as shown in the City's *Comprehensive Plan* and has been included previously in this WSP as Figure 3.1, City Land Use Designation.

Assumptions included in this WSP for these large-scale developments are based on data from the development companies and are subject to change based on the actual rate at which development occurs. The Lawson Hills Development is assumed to consist of 1,200 residential units and be built at a rate of 200 units per year. The Ten Trails Development is assumed to consist of 4,800 residential units and be built at a rate of 400 units per year. Construction began in 2016 with new connections began in 2018.

Population, employment and equivalent residential unit (ERU) projections are included in Table 3.1, Growth Projections. Population and ERU projections utilized do not include the population of approximately 1,500 persons within the Lake Sawyer area, as this area is currently being served by CWD, or the master planned developments. Employment projections for 2020, 2025, 2030, 2035 and 2040 were available through PSRC (Puget Sound Regional Council), and the remaining years not available were interpolated using the PSRC projections. Population and ERU projections, including the master planned developments (MPDs), are included in Table 3.1, Growth Projections. The MPDs have approved developer agreements with the City that have been reviewed by the County in the past, it is the City's goal to plan for the approved housing units planned in the developer agreements.

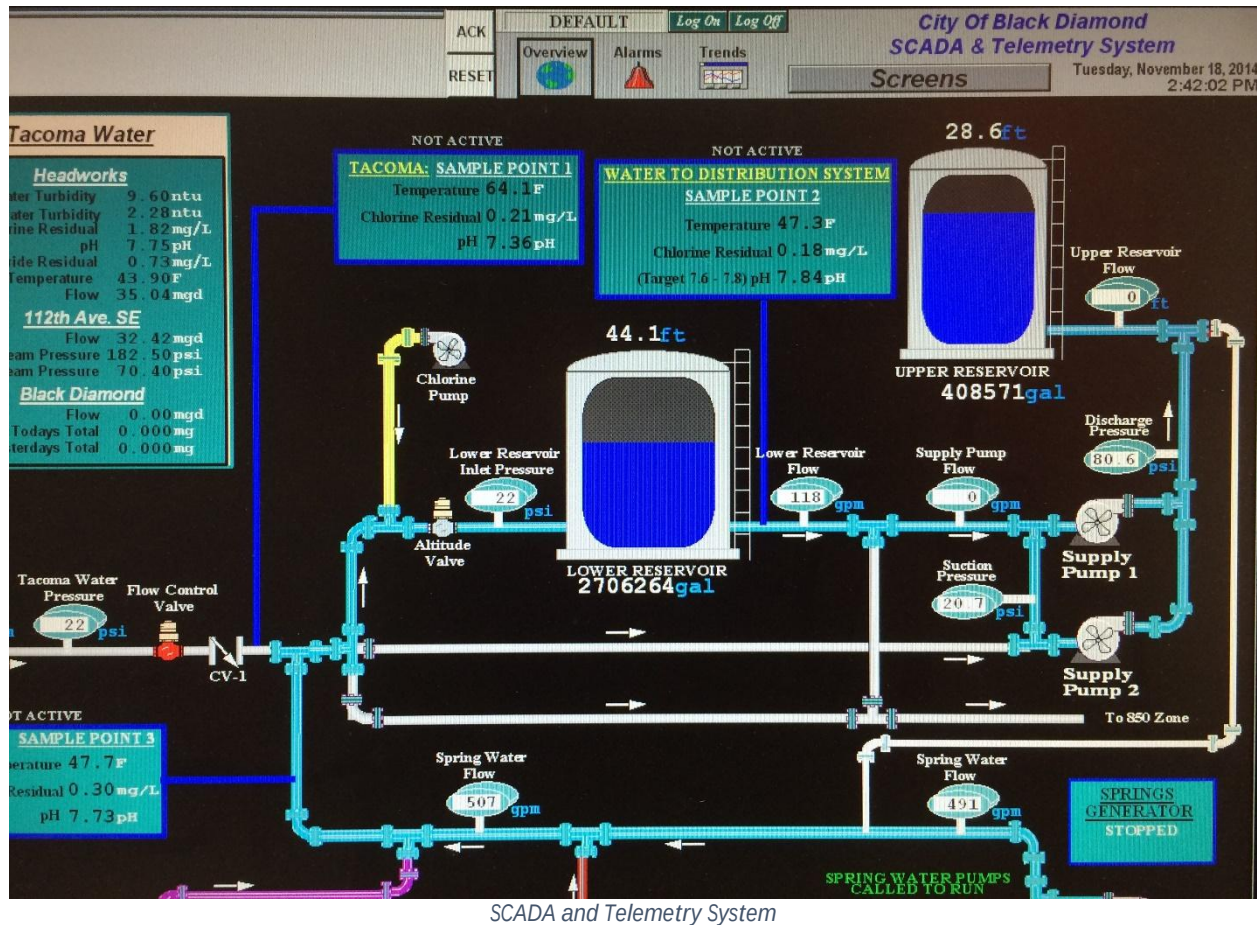
Table 3.1
Growth Projections

Year	Population	Employment ¹	ERUs
2019	4,522	591	1,657
2020	5,011	776	1,836
2021	6,040	833	2,212
2022	6,994	890	2,562
2023	13,191	948	4,832
2024	15,430	1,005	5,652
2025	17,969	1,062	6,582
2026	20,371	1,122	7,462
2027	22,340	1,183	8,183
2028	23,257	1,243	8,519
2029	23,314	1,304	8,540
2030	23,372	1,364	8,561
2031	23,429	1,437	8,582
2032	23,486	1,510	8,603
2033	23,546	1,584	8,625
2034	23,606	1,657	8,647
2035	23,666	1,730	8,669
2036	23,726	1,813	8,691
2037	23,786	1,896	8,713
2038	23,847	1,978	8,735
2039	23,909	2,061	8,758
2040	23,972	2,144	8,781
2041	24,035	2,227	8,804
2042	24,098	2,308	8,827
2043	24,161	2,390	8,850
2044	24,226	2,469	8,874
2045	24,292	2,548	8,898
2046	24,357	2,625	8,922
2047	24,423	2,699	8,946
2048	24,488	2,771	8,970

(1) Employment projections derived from PSRC growth projections for the City.

Beyond the development occurring within the MPDs there are undeveloped areas within the City and UGA that are candidates for potential future development. To guide future planning and design efforts an approximate number of ERUs was estimated based on the projected development density within the MPDs. These buildable areas are shown in Figure 3.3, Potential Buildout Locations and Surrounding Sensitive Areas.

4 | WATER DEMANDS



INTRODUCTION

A detailed analysis of system demands is crucial to a water purveyor's planning efforts. A demand analysis first identifies current supplies and demands to determine if the existing system can effectively provide an adequate quantity of water to its customers under the most crucial conditions, in accordance with federal and state laws. A future demand analysis identifies projected supplies and demands to determine how much water will be needed to satisfy future water system growth while continuing to meet federal and state laws.

Water system demands determine the size of storage reservoirs, supply facilities, water mains, and treatment facilities. Several different types of demands were analyzed and are addressed in this chapter, including average day demand (ADD), maximum day demand (MDD), peak hour demand (PHD), fire flow demand, future demands, and a conservation demand reduction forecast.

The magnitude of water demands is typically based on three main factors: 1) population; 2) weather; and 3) water use classification. Population and weather have the two largest

impacts on water system demands. Population growth tends to increase the annual demand, whereas high temperatures tend to increase the demand over a short period of time. Population does not solely determine demand, because different populations use varying amounts of water. Use varies based on the number of users in each type of customer class, land use density, and irrigation practices. Water use efficiency efforts also will impact demands and can be used to accommodate a portion of system growth without increasing a system's supply capacity.

CERTIFICATE OF WATER AVAILABILITY

In accordance with the requirements of the Growth Management Act (GMA), the City of Black Diamond (City) must identify that water is available prior to issuing a building permit. A Certificate of Water Availability is issued if there is sufficient water supply to meet the domestic water service and fire flow requirements of the proposed customer. The requirement for providing evidence of an adequate water supply was codified in 1990 under Revised Code of Washington (RCW) 19.27.097 in the Building Code section. To assist governments with implementing these requirements, the Washington State Department of Health (DOH) has developed a handbook titled *Guidelines for Determining Water Availability for New Buildings*.

WATER USE CLASSIFICATIONS

The City has divided its water customers into four different classes for billing purposes: 1) Single-Family; 2) Multi-Family; 3) Commercial; and 4) Irrigation and Hydrant Meters. For planning purposes in this Water System Plan (WSP), the water customers have been combined into six different groups: 1) single-family residential; 2) multi-family residential; 3) commercial; 4) government and public (which includes City and County government uses, schools, and churches); 5) irrigation and hydrant meters,; and 6) non-metered water and distribution system leakage (DSL).

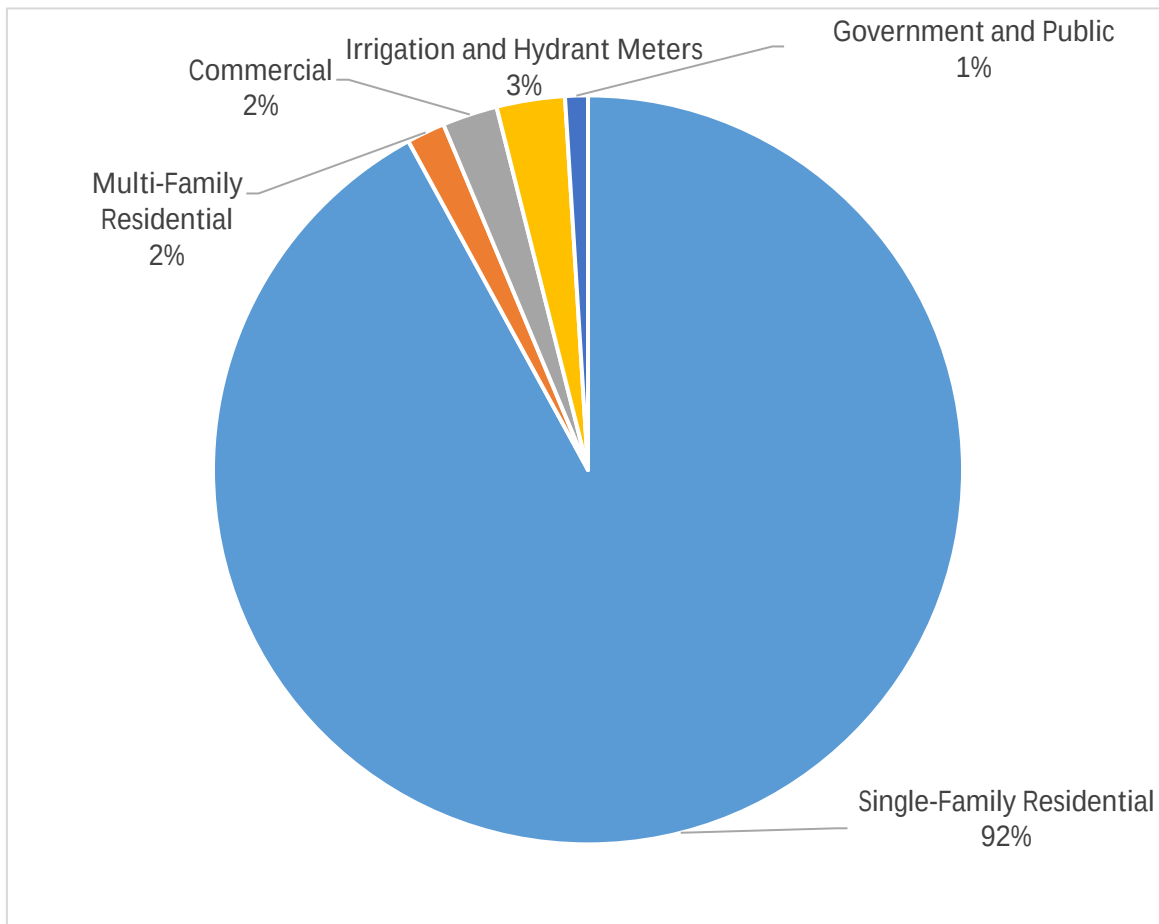
As shown in Table 4.1, 2022 Service Connections by Customer Class the City currently has 1,937 active service connections.

Table 4.1
2022 Service Connections by Customer Class

Customer Class	Accounts	
	(Meters)	(Percent)
Single-Family Residential	1,783	92%
Multi-Family Residential	32	2%
Commerical	46	2%
Irrigation and Hydrant Meters	57	3%
Government and Public	19	1%
Total (2022)	1,937	100%

Approximately 92 percent of these connections are for single-family residences as shown in Chart 4.1, 2022 Service Connections by Customer Class.

Chart 4.1
2022 Service Connections by Customer Class



EXISTING WATER CONSUMPTION

Water consumption is the amount of water used by all customers of the system, as measured by the customer's meters. Historical billed consumption for the City is shown in Table 4.2, Historical Consumption.

Table 4.2
Historical Consumption

Year	Billed Consumption	
	(CF/Year)	(MG/Year)
2014	8,825,280	66.0
2015	8,987,178	67.2
2016	9,100,279	68.1
2017	9,971,281	74.6
2018	11,548,410	86.4
2019	11,277,936	84.4
2020	14,208,839	106.3
2021	17,740,830	132.7
2022	18,391,153	137.6

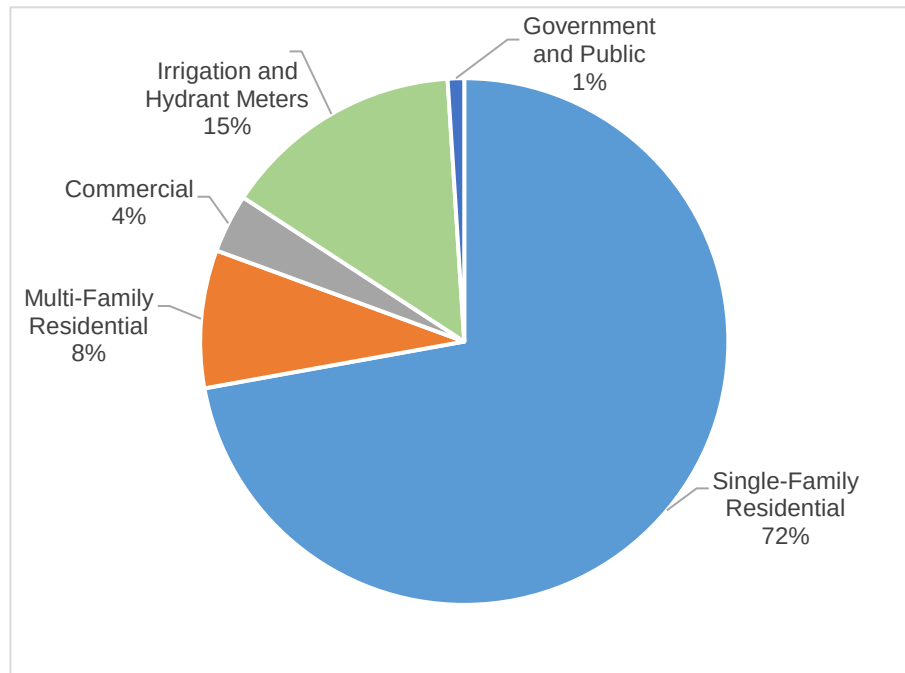
Meter data for the City is collected monthly. Recent consumption records based on customer billing records are included in Table 4.3, 2022 Consumption by Customer Class.

Table 4.3
2022 Consumption by Customer Class

Customer Class	Billed Consumption	
	(MG/Year)	(Percent)
Single-Family Residential	99.3	72%
Multi-Family Residential	11.6	8%
Commercial	4.9	4%
Irrigation and Hydrant Meters	20.3	15%
Government and Public	1.4	1%
Total (2022)	137.6	100%

Chart 4.2, 2022 Consumption by Customer Class indicates that roughly 72 percent of the consumption has been by the single-family residential customer class. Including multi-family customers, approximately 80 percent of the City's consumption could be classified as residential use.

Chart 4.2
2022 Consumption by Customer Class



EXISTING WATER DEMANDS

Equivalent Residential Units

The water used by each customer class can be expressed in terms of equivalent residential units (ERUs) for demand forecasting and planning purposes. One ERU is equivalent to the amount of water used by one single-family residence. An ERU is calculated by dividing the total volume of water utilized in the single-family customer class by the total number of single-family residential connections. The volume of water used by other customer classes can then be divided by this number to determine the equivalent residential units utilized by the other customer classes.

The ERU is meant to capture how much water a single-family household uses in a year. In planning for how many customers a water system has enough capacity to serve, it is helpful to know how many additional homes, or large new commercial businesses, are being proposed. Converting all customers, both residential and non-residential, to a common demand factor helps planners understand the relative usage of various types of accounts. For example, understanding how much water a food processing plant might use, compared to how many households could be served by that same amount of water, is useful information.

Calculating a representative ERU number for the City is complicated by the relatively large growth rate that City has experienced in the last several years. Therefore, instead of simply taking the total annual consumption in the single-family customer class and dividing it by the number of single-family accounts (as is typical for most systems), a different approach was taken for this WSP. Based on a review of the City's billing records, it was clear that many of the metered accounts were for home builders or houses that were not yet occupied. In fact, for 2022, approximately 6 percent of all metered accounts at the end of the year showed no water usage or less than 12 cubic feet (cf) of water usage, for the whole year. In order to calculate the ERU number for the City, only typical customers were used in the analysis. Based on billing records, only single-family accounts that used more than 12 cf per year were used to calculate the ERU number for each year.

The results of this analysis are shown in Table 4.4, Historical Consumption per Typical Single-Family Customer and per Capita. It is important to note that the consumption and the number of accounts shown in this table differ from previous tables in this WSP since the numbers in this table only represent the consumption of a typical, or fully occupied, household.

Table 4.4
Historical Consumption per Typical Single-Family Account and per Capita

Year	Consumption	Typical Customer ¹	Demand Per Customer	Demand Per Capita ²
	(CF/Year)	(Accounts)	(gpd/ERU)	(gpd/Capita)
2014	6,563,259	768	175	64
2015	6,795,436	773	180	66
2016	5,935,743	778	156	57
2017	6,323,782	768	169	62
2018	6,271,011	768	167	61
2019	6,849,961	852	165	60
2020	7,968,934	876	186	68
2021	10,564,755	1,147	189	69
2022	11,359,463	1,305	178	65
6-Year Average			176	64

(1) A typical customer represents a single-family home that is occupied year-round.

(2) Assumes 2.73 people per household.

Table 4.4, Historical Consumption per Typical Single-Family Customer and per Capita shows that over the last 6 years, single-family residential customers used an average of approximately 176 gallons per day (gpd) per connection. The highest demand factor of 189 gpd/ERU was in 2021, which is typical for most water systems in the region. Table 4.4, Historical Consumption per Single-Family Customer and per Capita, also shows that the amount of water used per person, or per capita, is approximately 64 gpd/Capita. This number assumes that approximately 2.73 people live in a single-family home as documented in the City's *Comprehensive Plan*.

Historical consumption and the number of customers by classification were used to calculate a demand factor per customer. These demand factors are used to convert the number of service meters within a customer class to ERUs, and are included in Table 4.5, Demand Factors by Customer Class and Total ERUs. The numbers in Table 4.5 are based on the ERU factor of 178 gpd/ERU, which represents the demand factor for (2022) as shown in Table 4.4, Historical Consumption per Single-Family Customer and per Capita.

Table 4.5
Demand Factors by Customer Class and Total ERUs

Customer Class	Total Customers Served (ERU)	Metered Connections or Units	Factor	Basis
Single-Family Residential	1,525	1,783 meters	0.9	Equal to the total customers connected to the system regardless if the homes are occupied yet or not.
Multi-Family Residential	179	256 units	0.7	Total number of multi-family units times a 70% ERU/MF factor.
Commercial	76	46 connections	1.7	Total number of commercial connections times the conversion factor based on annual consumption divided by 178 gpd/ERU.
Irrigation	312	57 connections	5.5	Total number of irrigation connections times the conversion factor based on annual consumption divided by 178 gpd/ERU.
Government/Other	21	19 connections	1.1	Total number of Government & Public connections times the conversion factor based on annual consumption divided by 178 gpd/ERU.
Non-Metered and DSL	449	29.3 MG/Year	178 gpd/ERU	Total annual consumption divided by 178 gpd/ERU.
Total	2,562	--		

Largest Water Users

The 20 largest water users of the system, and their total amount of metered consumption for 2022 are shown in Table 4.6, 2022 Largest Water Users. The total water consumption of these 20 water accounts represented approximately 15.7 percent of the system's total metered consumption in 2022.

Table 4.6
2022 Largest Water Users

Rank	Account	Customer Class	Total Annual Consumption (gallons/year)	Percent of City-Wide Consumption
1	Third Ave 31108	Multi-Family Residential	6,362,884	4.6%
2	NW Corner of Village Parkway SE & SE Fir St. Intersection Meter CC	Irrigation and Hydrant Meters	1,472,790	1.1%
3	Roberts Dr 23601, #34	Irrigation and Hydrant Meters	1,450,739	1.1%
4	Hydrant Meter #5	Irrigation and Hydrant Meters	1,327,625	1.0%
5	SW Corner of Village Parkway & SE Cherry St. Intersection Meter Z	Irrigation and Hydrant Meters	970,777	0.7%
6	Willow Ave SE Meter I	Irrigation and Hydrant Meters	945,696	0.7%
7	Between Village Parkway & Hemlock on S. side of Fir St. Meter W	Irrigation and Hydrant Meters	925,732	0.7%
8	Willow Ave SE Meter H	Irrigation and Hydrant Meters	823,638	0.6%
9	Willow Ave SE Meter F	Irrigation and Hydrant Meters	686,903	0.5%
10	NE Corner of Villages Parkway SE & SE Fir St. Intersection Meter BB	Irrigation and Hydrant Meters	652,600	0.5%
11	Ten Trails Landscape Meter U	Irrigation and Hydrant Meters	643,841	0.5%
12	Willow Ave SE Meter E	Irrigation and Hydrant Meters	636,735	0.5%
13	Willow Ave SE Meter D	Irrigation and Hydrant Meters	634,671	0.5%
14	Third Ave 30628	Commerical	624,722	0.5%
15	Meter X Oval Park & Village Green	Irrigation and Hydrant Meters	616,532	0.4%
16	Old Lawson Rd 26101	Single-Family Residential	595,842	0.4%
17	Willow Ave SE Meter G	Irrigation and Hydrant Meters	584,218	0.4%
18	Roberts Dr 25123	Multi-Family Residential	561,598	0.4%
19	Irr SE Stevens St 33230	Irrigation and Hydrant Meters	548,426	0.4%
20	Railroad Ave 32805	Commerical	528,223	0.4%
Total			21,594,192	15.7%
City-Wide Billed Consumption			137,565,824	100.0%

Water Supply

Water supply, or production, is the total amount of water supplied to the system, as measured by the meters at each supply source. Water supply is different than water consumption in that water supply is essentially the recorded amount of water put into the system and water consumption is the recorded amount of water taken out of the system. The measured amount of water supply of any system is typically larger than the measured amount of water consumption due to non-metered water use and water loss (e.g., distribution system leakage).

The City's water system has two sources of supply – the Black Diamond Spring Field and the City of Tacoma Interties. Supply meters are monitored and read three times a week by City personnel. Historical production records have been included in Table 4.7, Historical Production.

Table 4.7
Historical Production

Year	Annual Production (gallons/year)	Annual Production (MG/Year)	Annual Production (CF/Year)	Annual Production (afy)
2010	81,943,000	81.94	10,954,947	251.5
2011	73,451,000	73.45	9,819,652	225.4
2012	74,991,000	74.99	10,025,535	230.2
2013	75,894,997	75.89	10,146,390	232.9
2014	76,752,000	76.75	10,260,963	235.6
2015	71,888,000	71.89	9,610,695	220.6
2016	75,533,800	75.53	10,098,102	231.8
2017	84,600,205	84.60	11,310,188	259.6
2018	97,909,000	97.91	13,089,439	300.5
2019	99,623,000	99.62	13,318,583	305.8
2020	124,904,192	124.90	16,698,421	383.3
2021	152,426,342	152.43	20,377,853	467.8
2022	166,817,061	166.82	22,301,746	512.0

Distribution System Leakage

An important factor in analyzing water system demands is knowing how much water is consumed knowingly by City customers (e.g., metered residential and non-residential accounts, operation and maintenance (O&M) uses, firefighting, water main flushing, etc.) and how much is consumed or lost unintentionally (e.g., theft, meter inaccuracies, and leaks). Water use efficiency programs developed under Washington Administrative Code (WAC) 246-290-810 require purveyors to track and report to DOH how much water is lost to system leakage. Total production (TP) can be divided into two categories: Authorized Consumption (AC) and Distribution System Leakage (DSL). WAC 246-290-820 defines DSL as the difference between total water produced and authorized consumption ($DSL = TP - AC$). Prior to water use efficiency programs, water was classified as accounted-for and unaccounted-for water. These terms are no longer used. AC includes metered consumption by all City customers, as tracked by the City's Finance Department, including metered consumption by the City's O&M staff for City uses and unmetered and known but estimated uses, such as firefighting and water main breaks. In a typical water system, there are several sources of water loss, or DSL, including water system leaks, inaccurate meters, and illegal water system connections or water use.

The Water Use Efficiency Rule, which became effective January 2007, sets a standard for DSL of less than 10 percent averaged over the last 3-year period. WAC 246-290-820(1)(b)(i) requires purveyors to implement a stricter water use efficiency program until their DSL 3-year average is less than 10 percent. To meet this standard, the City will continue to implement the measures discussed in the Water Use Efficiency Program. These measures include water main replacements, leak detection programs, system-wide service meter replacements, source meter calibration, and increased monitoring of water used for construction and firefighting.

Chart 4.3, Revenue and Non-Revenue Water Distribution shows the different classifications of all water produced. This chart divides all water into revenue generating water and non-revenue

generating water and shows the different components that make up DSL water. The chart also describes how the various categories, or classifications, are specific to the City's system.

Chart 4.3
Revenue and Non-Revenue Water Distribution

Total Water Produced (TP) (water supplied from all sources)	Own Sources: Black Diamond Spring Field	Exported Water	Authorized Consumption (AC) to customers, other purveyors, contractors, fire departments, and the City	Billed Consumption to customers, other purveyors, and contractors.	Billed Water Exported (none currently)		Revenue Water (money collected)
		Water Supplied to the Black Diamond water system			Billed Metered Consumption (customers and contractors)		
					Billed Unmetered Consumption (currently not applicable)		
	Unbilled Consumption to the City and fire departments		Unbilled Metered Consumption City uses (i.e., flushing and street washing)				
			Unbilled Unmetered Consumption (Firefighting and water main breaks)				
	Distribution System Leakage (DSL) or Unintentional losses		Apparent Losses and theft	Unauthorized Consumption (water theft)			
				Meter Inaccuracies & Data Errors (source & customer meters; accounting)			
			Real Losses or actual water loss through leaks	Leaks from Transmission and Mains (leaks from City owned water mains)			
				Leaks from Service Lines (leaks from service lines on City side of meter)			
	Leaks & Overflows from Storage Facilities (4.3 MG and 0.5 MG Reservoirs)						
Imported Water (from Tacoma wholesale interties)	Non-Revenue Water (lost revenue)						

Since 2014, the amount of DSL has ranged between a high of 17.5 percent (2022) and a low of 3.6 percent (2015), as shown in Table 4.8, Authorized Consumption and Distribution System Leakage. The average amount of DSL over the last 3 years is 12.9 percent, which is higher than the preferred range of 5 to 10 percent; therefore, it is higher than the compliance standard of less than 10 percent.

Table 4.8
Authorized Consumption and Distribution System Leakage

Year	Annual Production (AP) ²	Annual Billed Consumption	Non-Billed Authorized Consumption ¹	Total Authorized Consumption (AC) ²	Distribution System Leakage (DSL)		DSL 3-Year Average
	(MG/Year)	(MG/Year)	(MG/Year)	(MG/Year)	(MG/Year)	%	%
2014	76.75	66.01	4.77	70.78	5.97	7.8%	14.1%
2015	71.89	67.22	2.06	69.29	2.60	3.6%	9.4%
2016	75.53	68.07	0.01	68.09	7.45	9.9%	7.1%
2017	84.60	74.59	0.00	74.59	10.02	11.8%	8.4%
2018	97.91	86.38	0.00	86.38	11.53	11.8%	11.2%
2019	99.62	84.36	0.30	84.66	14.97	15.0%	12.9%
2020	124.90	106.28	0.00	106.28	18.62	14.9%	13.9%
2021	152.43	132.70	0.00	132.70	19.72	12.9%	14.3%
2022	166.82	137.57	16.86	154.42	12.39	7.4%	11.8%
2023 ³	179.46	167.10	0.00	167.10	12.36	6.9%	9.1%
2024 ³	192.26	176.97	0.00	176.97	15.29	8.0%	7.4%
3-Year Average							7.4%

(1) Non-Billed Authorized Consumption equals zero for years when the City didn't track it. Any Non-Billed Authorized Consumption for those years is counted as DSL.

(2) The numbers reported in the WUE may differ slightly due to discrepancies in the City's historical meter data.

(3) The total production and consumption are directly from the City's recently completed WUE reports.

Historical Customers Served

Determining the total number of customers served in any given year is based on both consumption and production data. Calculating the number of billed customers served is based on annual consumption per customer class and the amount of water used for non-billed purposes (i.e., municipal uses such as water main flushing) and lost to DSL. This analysis is represented in Table 4.9, Total ERUs. The City has grown by 55 percent since 2019, or by 905 ERUs. Most of this growth is because of the large irrigation usage for the master planned developments and from increases in DSL.

Table 4.9
Total ERUs

Customer Classification	Number of ERUs								
	2014	2015	2016	2017	2018	2019	2020	2021	2022
Single-Family	768	773	788	790	797	926	1,131	1,391	1,525
Multi-Family	34	32	233	252	256	138	129	162	179
Commercial	205	193	65	50	62	68	48	67	76
Irrigation	1	1	85	104	283	251	238	290	312
Government/Other	24	23	21	14	16	19	16	16	21
Non-Billed Authorized	75	31	0	0	0	5	0	0	0
System Leakage (DSL)	93	40	131	163	189	249	274	286	449
TOTAL Customers (ERU)	1,201	1,093	1,324	1,374	1,603	1,657	1,836	2,212	2,562
ERU Demand Factor (gpd/ERU)	175	180	156	169	167	165	186	189	178
Total Production (MG/Year)	76.75	71.89	75.53	84.60	97.91	99.62	124.90	152.43	166.82

Note: The increase in Multi-Family in 2016 was because a mobile home park was moved into this classification from commercial. Decrease in Multi-Family consumption in 2019 was because a very large leak was fixed after the meter in the mobile home park.

The number of ERUs in this table differ slightly from those in Table 4.5 due to the difference in the 180 gpd/ERU demand factor used in that table and the actual demand factors used in this table.

DEMAND ANALYSIS

Demand Elements

Average Day Demand

ADD is the total amount of water delivered to the system in a year divided by the number of days in the year. ADD is determined from the system's historical water use data and can be used to project future demands. ADD data are typically used to determine standby storage requirements for water systems. Standby storage is the volume of a reservoir used to provide water supply under emergency conditions when supply facilities are out of service. Water production records from the City's wells, springs, and wholesale sources were reviewed to determine the system's ADD.

Maximum Day Demand

MDD is the maximum amount of water used throughout the system during a 24-hour time period of a given year. MDD is typically determined from the combined flow of water into the system from all supply sources and water reservoirs on the peak day. MDD typically occurs on a hot summer day when lawn watering is occurring throughout much of the system. In accordance with WAC 246-290-230 – Distribution Systems, the distribution system shall provide fire flow at a minimum pressure of 20 pounds per square inch (psi) during MDD conditions. Supply facilities (i.e., wells, springs, pump stations, and interties) are typically designed to supply water at a rate that is equal to or greater than the system's MDD.

Peak Hour Demand

PHD is the maximum amount of water used throughout the system, excluding fire flow, during a 1-hour time period of a given year. PHD, like MDD, is typically determined from the combined flow of water into the system from all supply sources and water reservoirs. In accordance with WAC 246-290-230 – Distribution Systems, new public water systems or additions to existing systems shall be designed to provide domestic water at a minimum pressure of 30 psi during PHD conditions. Equalizing storage requirements are typically based on PHD data.

Maximum Month Demand

Maximum month demand is the maximum amount of water used over a 1-month period. It is expressed in terms of gallons per day, which is an average of the total demand in gallons over one month divided by the number of days in the month. This demand can be used to see how different summers compare from year to year and how peak MDD is compared to average summer usage.

4-Day Maximum Demand

4-Day Maximum Demand (4DMD) is the maximum amount of water used over a consecutive 4-day period. It is expressed in terms of gallons per day, which is an average of the total demand in gallons over the 4-day period divided by 4 days. This demand can be used to see how a MDD compares to a longer peak period. Also, it is used by Tacoma to track big peaks in a system and calculate wholesale water system development charges.

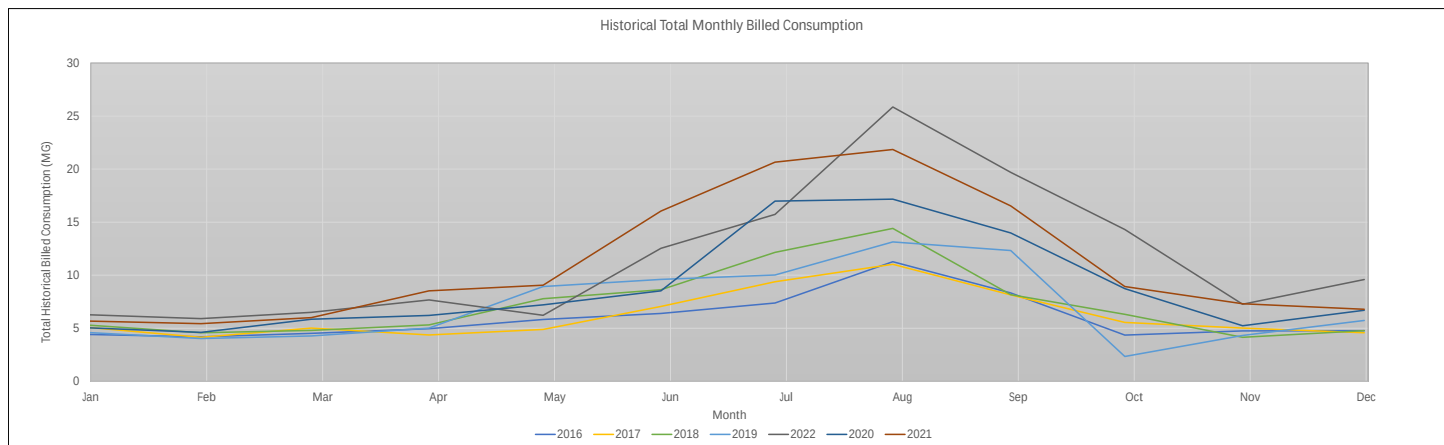
Demand Factor per Customer

An average demand per customer, or ERU, of 180 gpd per ERU is utilized in calculating projected water needs for all future growth in this WSP. This value is derived from the demand per customer factor calculated from the recent customer demand data.

Seasonal Demand by Customer Class

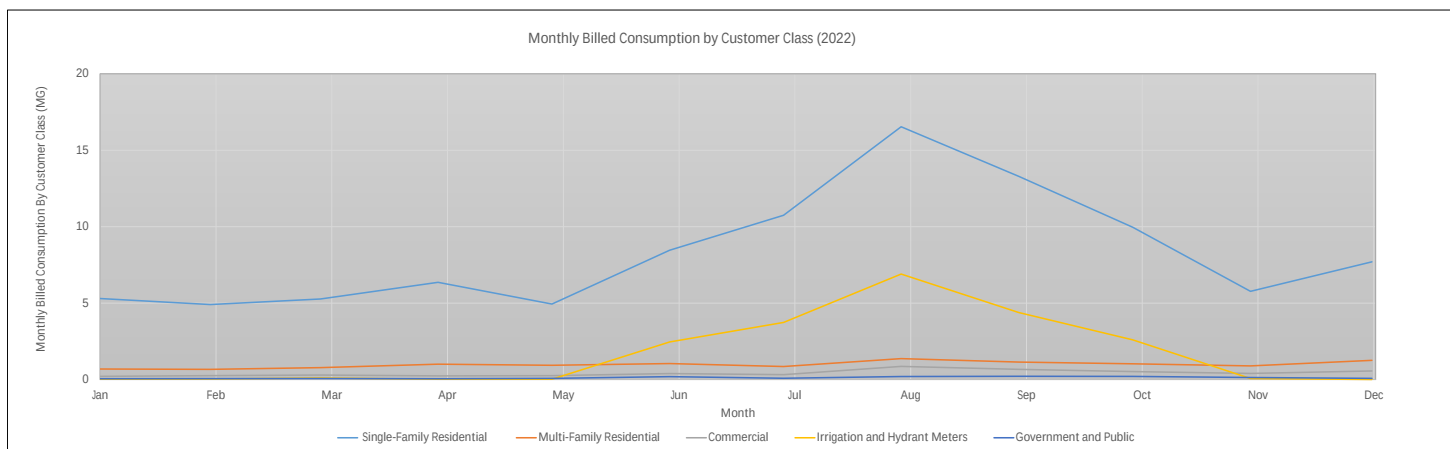
Demand fluctuations as a result of seasonal variations are commonly observed water consumption patterns. The monthly and yearly total consumption by each customer class was provided by the City staff. Chart 4.4, Historical Total Monthly Billed Consumption illustrates the City's seasonal variation of water consumption.

Chart 4.4
Historical Total Monthly Billed Consumption



The data provided suggests that the variation in historical water consumption is relatively consistent from year to year. As shown in Chart 4.4, the highest peak in water consumption occurred in 2022 and represents a typical increase in residential and irrigation water consumption during Summer months. Chart 4.5, Monthly Billed Consumption by Customer Class depicts the seasonal variation of water consumption for each customer class.

Chart 4.5
Monthly Billed Consumption by Customer Class (2022)



Fire Flow Demand

Fire flow demand is the amount of water required during firefighting as defined by applicable codes. Fire flow requirements are established for individual buildings and expressed in terms of flow rate (gpm) and flow duration (hours). Fighting fires imposes the greatest demand on the water system because a high rate of water must be supplied over a short period of time, requiring each component of the system to be properly sized and configured to operate at its optimal condition. Adequate storage and supply are useless if the transmission or distribution system cannot deliver water at the required rate and pressure necessary to extinguish a fire.

These minimum, or general, fire flow requirements were established for the different land use categories to provide a target level of service for planning and sizing future water facilities in areas that are not fully developed. The general fire flow requirement for each land use category is shown in Table 4.10, General Fire Flow Requirements. The water system analyses presented in Chapter 7 – Water System Analysis are based on an evaluation of the water system providing sufficient fire flow in accordance with these general fire flow requirements and the fire flow requirements of existing buildings. At a minimum, the City’s general requirements are used, except for areas where the other land use agency’s requirements are more stringent. The general requirements do not necessarily equate to actual existing or future fire flow needs for a specific site. The values shown in Table 4.11, General Fire Flow Requirements are the minimums set by code.

Table 4.10
General Fire Flow Requirements

Land Use Category	Fire Flow Requirement (gpm)	Flow Duration (minutes)
Urban Reserve; Residential (Low Density)	1,000	120
Residential (Medium Density); Mixed Use; Neighborhood Commercial, Town Center; Community Commercial; MPD Overlay	2,500	120
Business Park; Light Industrial	3,000	120
Industrial; School	3,500	120

Peaking Factors

Telemetry data or daily production does not exist for the City, so typical peaking factors were utilized from other sources. A peaking factor of 2.5 was applied to the ADD to calculate MDD. PHD were calculated based on formulas presented in DOH’s *Water System Design Manual* (Equation 3-1).

The values shown in Table 4.11, Demand Factors and Peaking Factors are the peaking factors for the City’s water system based on the ADD, MDD, and PHD data presented earlier in this chapter. The MDD/ADD demand ratio of 2.5 is within the typical range of 1.2 to 2.5 for most systems. The estimated PHD/MDD ratio of 1.75 is within the typical range of 1.3 to 2.0 for most systems. These peaking factors will be used later in this chapter, in conjunction with projected ADD, to forecast future MDDs and PHDs of the system.

Table 4.11
Demand Factors and Peaking Factors

Demand Type	Demand Factors	
	(gpm/ERU)	(gpd/ERU)
Average Day Demand (ADD)	0.124	178
Maximum Day Demand (MDD)	0.310	446
Peak Hour Demand (PHD)	0.542	NA
Peaking Factors		
Maximum Day Demand/Average Day Demand (MDD/ADD)		2.50
Peak Hour Demand/Maximum Day Demand (PHD/MDD) ¹		1.75
Peak Hour Demand/Average Day Demand (PHD/ADD)		4.38

(1) Based on DOH Equation 3-1; value varies but shown for 2022 in this table.

DEMAND PROJECTIONS

Demand projections for the next 20 years are presented in the next two tables. The projections shown are based on the 180 gpd/ERU, a sensitivity analysis was performed to verify that the existing customer demand accurately represented future customers associated with the MPD. Due to the relatively large growth presented by the master planned developments (MPDs), resulting in an almost quadrupling of the number of customers served by the City, projected demands are shown for both City in-fill only and total City growth, including the MPDs. Based on projected development schedule of the MPDs, it is assumed that both MPDs will be built-out within the next 10-year period.

Table 4.12, Projected Water Demands summarizes the projected water demands for future years and includes growth in the City's Water Service Area with the MPDs.

Table 4.12
Projected Water Demands

Year	Customers (ERUs)	ADD (gpd)	MDD (gpd)	PHD ¹ (gallons/hour)	PHD/MDD
2019	1,657	298,182	745,456	54,996	1.77
2020	1,836	330,409	826,022	60,367	1.75
2021	2,212	398,231	995,577	71,671	1.73
2022	2,562	461,173	1,152,933	82,161	1.71
2023	4,832	869,760	2,174,400	150,259	1.66
2024	5,652	1,017,360	2,543,400	174,859	1.65
2025	6,582	1,184,760	2,961,900	202,759	1.64
2026	7,462	1,343,160	3,357,900	229,159	1.64
2027	8,183	1,472,940	3,682,350	250,789	1.63
2028	8,519	1,533,420	3,833,550	260,869	1.63
2029	8,540	1,537,200	3,843,000	261,499	1.63
2030	8,561	1,540,980	3,852,450	262,129	1.63
2031	8,582	1,544,760	3,861,900	262,759	1.63
2032	8,603	1,548,540	3,871,350	263,389	1.63
2033	8,625	1,552,500	3,881,250	264,049	1.63
2034	8,647	1,556,460	3,891,150	264,709	1.63
2035	8,669	1,560,420	3,901,050	265,369	1.63
2036	8,691	1,564,380	3,910,950	266,029	1.63
2037	8,713	1,568,340	3,920,850	266,689	1.63
2038	8,735	1,572,300	3,930,750	267,349	1.63
2039	8,758	1,576,440	3,941,100	268,039	1.63
2040	8,781	1,580,580	3,951,450	268,729	1.63
2041	8,804	1,584,720	3,961,800	269,419	1.63
2042	8,827	1,588,860	3,972,150	270,109	1.63
2043	8,850	1,593,000	3,982,500	270,799	1.63
2044	8,874	1,597,320	3,993,300	271,519	1.63

(1) PHD is calculated using DOH's Water Sytem Design Manual Equation 3-1 which varies with system size.

5 | POLICIES AND DESIGN CRITERIA



Large Diameter Water Main Installation



Regulatory Compliance

SERVICE AREA POLICIES

The service area policies for the City of Black Diamond's (City) water system have been developed to guide the development and financing of the infrastructure required to provide water service throughout its water service area (WSA). Table 5.1, Service Area Policies summarizes the City's policies.

Table 5.1
Service Area Policies

<i>Policy Name</i>	<i>Reference</i>
Wholesaling Water Policy	
It is the City's policy to not allow wholesaling of water from the City's water system.	<i>Water System Plan</i>
Wheeling Water Policy	
It is the City's policy to not allow wheeling of water through the City's water system. The City defines wheeling as passing non-Black Diamond water through the City's water system to non-Black Diamond customers.	<i>Water System Plan</i>
Direct Connection and Satellite/Remote Systems Policy	
New development in the City limits and within the City's water service area shall be required to hook up to the municipal water system for water service. (Policy CF-5)	<i>Comprehensive Plan</i>
Prohibit new private water systems within the City. Existing development with private systems must connect to municipal water. (Policy CF-12)	<i>Comprehensive Plan</i>
Satellite management of other water systems is limited at this time due to current levels of staffing but could be accomplished depending on the timing and size of the proposed development. The City proposes to consider requests for service on a case-by-case basis, reserving the right for either system extension or satellite management.	<i>Water System Plan</i>
Design and Performance Standards Policy	
The City Water Ordinance (Black Diamond Municipal Code, Chapter 13.04) specifies regulations concerning service connections, metering, and billing.	<i>City of Black Diamond Municipal Code</i>
The City Water Ordinance is found in the Black Diamond Municipal Code, Chapter 13.04. The City Water Ordinance specifies regulations concerning service connections, metering, and billing. In addition, the City has developed draft Development Guidelines and Public Works Standards. These standards provide requirements for developers performing work within public rights-of-way or publicly owned easements.	<i>Water System Plan</i>
Upgrade existing deficiencies in water service (including fire flow). (Policy CF-3)	<i>Comprehensive Plan</i>

Table 5.1
Service Area Policies (continued)

Continued from Previous Page	
Policy Name	Reference
Surcharge For Outside Customers Policy	
The minimum monthly water rates for all users outside the City limits shall be charged one hundred percent (or twice) the rate charged to users inside the City limits. In addition, in the event of a shortage of water, all water users within the City limits shall have a first priority over users outside the City limits.	City Municipal Code 13.04.280
Requests for service to areas outside the City limits and established potential annexation areas will be considered on a case-by-case basis. In general, it is the goal of the City to annex those areas to which public services are to be extended. However, this may not always be practical or possible, and in some instances an annexation, or other interlocal agreement may be required to serve these properties as development requires.	Water System Plan
It is recommended that the City establish a formal policy regarding extensions to the water system. This policy should cover a special rate structure for customers served by extensions to the system. The rates should be structured to cover operation and maintenance costs, as well as long-term replacement costs for extensions to the system. It is recommended that the rate structure be tiered based on the geographic location in relation to the core system.	
Formation of Local Improvement Districts Outside Legal Boundaries Policy	
It is the City's policy to only allow formation of Local Improvement Districts outside of its legal boundaries to relieve health hazard conditions.	Water System Plan
Design new development to allow for efficient and economical provision of water services, and require new development to pay its fair share of the cost of providing service. (Policy CF-4)	Comprehensive Plan
Late-Comers Agreements Policy	
The City does not currently have a formally adopted late-comer agreement policy. It is recommended that the City develop a policy that provides definitive guidance to developers.	
Oversizing Policy	
Ensure that the water service necessary to support development will be adequate to serve the development at the time the development is available for occupancy and use. (Policy CF-2)	Comprehensive Plan
Maintain an updated WSP that is coordinated with the Land Use Plan so that new development is located where sufficient system capacity exists or can be logically extended. (Policy CF-6)	
Cross-Connection Control Program Policy	
No service connection shall be allowed from the City mains to any premises supplied by water from any other source, unless special permission is given by the water superintendent, which special permission may be terminated at any time if in the judgment of the water superintendent the public interest so requires.	City Municipal Code 13.04.090
No cross-connection shall be made or maintained between any City service connection and pipe supplying water from any other source unless the water supplied from the other source, by tests of the State Board of Health, is shown to conform to the United States Bacteriological Standard for drinking water. The tests must be made by a professional tester and submitted to the City at least once a month.	
Extension Policy	
Where property is located within the City's WSA and within the City limits, and where there is no existing water main laid, or where the capacity of existing water mains is not sufficient to meet the demands of new construction, the installation and cost of a water main extension to service such property previously unserved shall be the responsibility of the applicant.	City Municipal Code 13.04.040

Table 5.1
Service Area Policies (continued)

Continued from Previous Page	
Policy Name	Reference
Additional System Policies	
Establish a reserve fund and pursue outside funding services to finance needed improvements to the water system. (Policy CF-1)	Comprehensive Plan
Ensure coordination between the City and adjacent water purveyors and municipal owned systems. (Policy CF-7)	
Encourage conservation efforts to address the need for adequate supply of water resources, and to protect natural resources. Efforts should include, but are not limited to, public education, water reuse and reclamation, use of native and/or drought resistant landscaping, low flow shower heads, conservation credits, and energy in new and existing buildings. (Policy CF-9)	
Reduce DSL and other unaccounted-for water loss. (Policy CF-10)	
Service area exchanges with neighboring purveyors may be required from time to time to best serve individual properties. Such exchanges will be considered on a case by case basis and interlocal service area exchange agreements will be required.	Water System Plan
No building, house or other structure shall hereinafter be occupied, or resided in, nor shall any business be operated therefrom, unless and until the building, house or structure has connected to the city water supply and its owner or occupier has paid all charges to the city which are authorized or required hereunder and has otherwise complied with all requirements of this chapter, as now written, or hereafter amended. New private wells or community water systems shall not be permitted within the city.	City Municipal Code 13.04.125

SYSTEM DESIGN STANDARDS

Design standards were developed by the City to ensure the utility's ability to meet a minimum level of service for existing and future customers. The *City of Black Diamond Development Guidelines and Public Works Standards – Water System Standards* outlines the minimum system requirements. A copy of these standards has been included in Appendix I – Black Diamond Public Works Standards.

The standards included in the *City of Black Diamond Development Guidelines and Public Works Standards* are intended to represent the minimum standards for the design and construction of water system facilities. More stringent standards may be required by the City due to specific project conditions. All improvements to the existing water system shall be in compliance with the Washington State Department of Health (DOH) requirements as outlined in the *Washington State Department of Health Water System Design Manual*, dated December 2019. Additionally, the *South King County Coordinated Water System Plan* (SKCCWSP) established uniform minimum design standards to ensure compatibility between systems. A copy of these standards has been included in Appendix J – SKCCWSP Design Standards. The SKCCWSP Design Standards were established in 1989, and only apply to the City's customers who are within the City's water service area, but outside the City's (or other cities) corporate limits. A summary of many of the design standards is provided in Table 5.2, Minimum Design Standards.

Table 5.2
Minimum Design Standards

MINIMUM DESIGN STANDARDS		
	Design Standard	Reference
ADD and MDD	ADD should be determined from previous actual water use. MDD is estimated at approximately 2 times the ADD if metered data is not available.	<i>DOH Design Manual</i>
	MDD = 2 x ADD, where MDD = Maximum Day Demand ADD = Average Day Demand	
PHD	Distribution pipelines must be able to sufficiently deliver water to meet peak hour demands at 30 psi at every existing and proposed service connection.	<i>DOH Design Manual</i>
	PHD = $(MDD/1440)[(C)(N) + F] + 18$ for residential demands, where PHD = Peak Hourly Demand (gpm) C = Coefficient associated with ranges of ERUs N = Number of service connections F = Factor associated with ranges of ERUs MDD = Maximum Day Demand (gpd/ERU)	
	If more than one pressure zone exists, each PHD value needs to be calculated separately for each zone and analyzed appropriately.	
Storage Requirements	For a given reservoir design, each of the five storage components must be considered. 1. Operational Storage 2. Equalizing Storage 3. Standby Storage 4. Fire Suppression Storage 5. Dead Storage	<i>DOH Design Manual</i>
Fire Flow Rate and Duration	Fire flow rate and duration requirements shall be determined by the local fire control authority.	<i>DOH Design Manual</i>

Table 5.2
Minimum Design Standards (continued)

	MINIMUM DESIGN STANDARDS	
	Design Standard	Reference
Minimum System Pressure	The system must be capable of delivering PHD at the required pressure of 30 psi at every existing and proposed service connection. If fire flow is to be provided, the distribution pipelines must also be capable of delivering the MDD rate, in addition to the fire flow, at the required pressure of 20 psi throughout the distribution system.	<i>DOH Design Manual</i>
	The City will require that its customers install pressure reducing valves in the water service pipe when the street main static pressure exceeds 80 psi.	<i>City Public Works Standards</i>
Minimum Pipe Sizing	Minimum water main size is 8 inches. Larger size pipe will be required if projected to be needed in the City's WSP or as deemed necessary based on the project demands. Verification of capacity by the developer's engineer may be required by the City.	<i>City Public Works Standards</i>
	Oversizing of water mains may be required to be installed per the City's WSP.	
	Pipes connecting hydrants to mains shall be at least 6 inches in diameter and not longer than 50 feet.	
Valve and Hydrant Spacing	All valves larger than 12 inches shall be butterfly valves. All valves 12 inches and smaller shall be resilient seat gate valves.	<i>City Public Works Standards</i>
	Sufficient valving should be placed to keep a minimum number of customers out of service when water is turned off for maintenance, repair, replacement, or additions. As a general rule, valves on distribution mains of 12 inches and smaller should be located such that the water main length of not more than 1,000 feet can be isolated by valve closure.	<i>DOH Design Manual</i>
	Fire hydrants are generally required approximately every 500 feet in residential areas, and every 300 feet in commercial areas. However, fire hydrants shall be furnished and installed at all locations as specifically mandated by the local fire marshal and/or per City Building Code.	<i>City Public Works Standards</i>
	Fire hydrants on dead-end streets and roads shall be located within approximately 300 feet from the frontage center of the farthest lot.	<i>City Public Works Standards</i>

Table 5.2
Minimum Design Standards (continued)

Continued from Previous Page		
	MINIMUM DESIGN STANDARDS	
	Design Standard	Reference
Back-up Power Requirements	All source and booster pumping facilities required for primary supply in an emergency shall be equipped with auxiliary power.	<i>Water System Plan</i>
Additional Policies	Water mains shall be extended to the far property line(s) of the property being served.	<i>City Public Works Standards</i>
	Off-site extensions may be required to hydraulically loop existing and new systems.	<i>City Public Works Standards</i>
	Dead-end lines are not permitted except where the Developer can demonstrate to the City's satisfaction that it would be impractical to extend the line at a future date. Water mains on platted cul-de-sacs shall extend to the plat line beyond the cul-de-sac to neighboring property for a convenient future connection, and extended off site to create a hydraulic loop. Fire hydrants will be installed at or on the termination point.	<i>City Public Works Standards</i>
	All new construction shall comply with the accepted procedure and practice in Cross Connection Control Manual as published by the Pacific Northwest Section of the American Water Works Association, 1996, Sixth Edition, and current amendments thereto. A copy of such is available for review at the City office.	<i>City Public Works Standards</i>
	One water sampling station shall be provided for developments in size of five to ten lots. The water sampling shall be furnished and installed at a location determined by the City. One additional sampling station shall be provided for each additional 50 lots or portion thereof.	<i>City Public Works Standards</i>
	Pressure in the distribution system should not exceed 100 psi, unless the design engineer can justify the need for the excessive pressure (reduce pumping costs, fire flow reliability, etc.), and verify that the pipe material is appropriate for this use.	<i>DOH Design Manual</i>

Table 5.2
Minimum Design Standards (continued)

	MINIMUM DESIGN STANDARDS	
	Design Standard	Reference
Water Quality Parameters	Water quality must be proved to conform with the criteria specified in Chapter 246-290 WAC, the SKCCWSP, the DOH and/or any additional requirements contained in King County Board of Health Rules and Regulations No. 9, South King County Department of Public Health (SKCDPH).	<i>Water System Plan</i>

PROJECT REVIEW PROCEDURES

The process by which the City will review all project documents related to the City water system has been clearly outlined in the City's water standards. Specific emphasis has been placed on distribution projects that will not need to be reviewed and approved by the Washington State Department of Health (DOH). A copy of the draft standards has been included in Appendix I – Black Diamond Public Works Standards.

POLICIES AND REQUIREMENTS FOR OUTSIDE PARTIES

Policies and requirements for outside parties, such as developers, including right-of-way and pipe looping requirements, have been addressed by the water standards, as well as the City's developer extension agreements and checklists that have been included in Appendix K – Developer Extension Checklist and Agreement. Various sections of these standards cover the requirements of a development project that will include City water system components.

The City's water standards cover the general design requirements for additions to the City's water system. Developer extension agreements cover the administrative and contractual requirements of outside parties constructing water projects to be included in the City's water system. These documents generally address the necessary applications, provisions for special circumstances, design standards, developer charges, and performance bonding for outside parties.

The City currently provides Water Investigation Certificates to developers inquiring about water availability. This practice is pursuant to the Growth Management Act (GMA) level of service standards for potable water. In 1990, the Washington State Legislature passed the GMA, which has been codified primarily in the Revised Code of Washington (RCW) Chapter 36.70A. The legislative intent of the GMA is to coordinate and plan growth so as to balance environmental, economic development, health, safety, and quality concerns in the use of the lands within the state.

The specific provision of the GMA regarding water availability has been codified in RCW 19.27.097(1), of the State Building Code Act. It provides as follows:

Each applicant for a building permit of a building necessitating potable water shall provide evidence of an adequate water supply for the intended use of the building. Evidence may be in the form of a water

right permit from the department of ecology, a letter from an approved water purveyor stating the ability to provide water, or another form sufficient to verify the existence of an adequate water supply. In addition to other authorities, the county or city may impose conditions on building permits requiring connection to an existing public water system where the existing system is willing and able to provide safe and reliable potable water to the applicant with reasonable economy and efficiency. An application for a water right shall not be sufficient proof of an adequate water supply.

It is recommended that the City revise and expand its current efforts to provide information to the public regarding its potable water availability. The Water Investigation Certificate format is recommended to include language regarding the guarantee of that availability as it is reliant on the ability of the applicant to obtain a building permit. This letter also should include reference to an expiration date of 1 year from the date of issuance.

It also is recommended that the City implement a documentation program for the availability of its water supply. This program should include up to date tracking of water system capacity and current water usage throughout the system. This data can then be weighed against those requests for future water service to project system capacity in support of development. This also can be used to assist in assessment of future capital facilities needs for the City's water system.

DESIGN STANDARDS

Design standards and sizing criteria for City water improvements are outlined in the water standards in Appendix I – Black Diamond Public Works Standards. All proposed water mains shall be sized by a professional engineer qualified to do so and licensed in the State of Washington. Minimum pipe size will be as specified in the water standards and this Water System Plan (WSP). Specific requirements regarding pipe sizing and performance are included in Chapter 2 – Water System Description and Chapter 7 – Water System Analysis.

CONSTRUCTION STANDARDS

Construction materials and methods for the City's water system have been addressed in detail in the City's water standards. The water standards include specific references to individual standards of pipe class, manufacturers, and construction specifications. A copy of this draft document has been included in Appendix J – SKCCWSP Design Standards.

CONSTRUCTION CERTIFICATION AND FOLLOW-UP PROCEDURES

The City is committed to ensuring that City water projects are constructed in accordance with the City's water standards. Specific design, approval, inspection, testing, acceptance, and contractor warranty requirements are included in the water standards. All these elements of the standards and procedures undertaken by the City work to ensure that water system facilities are installed to the standards set forth by the City, DOH, and Washington State Law.

Construction inspection procedures, including pressure testing, disinfection, and water quality sampling procedures are outlined in the City's water standards. Specific instruction and direction are provided to the contractor and City Inspector on the standards of testing required for construction certification by the City.

Procedures for final certification by the City also require the preparation and submittal of construction record drawings. For distribution main replacement projects that do not require DOH review, the City must retain a construction completion report for their records. However, if DOH review is required, the project must be documented through the submittal of a Construction Completion Report following Washington Administrative Code (WAC) 246-290-120(5).

6 | WATER SOURCE AND QUALITY



Black Diamond Springs

INTRODUCTION

The two basic objectives of a water system are to provide a sufficient quantity of water to meet customer usage demands and to provide high quality water. Chapter 7 – Water System Analysis discusses the City of Black Diamond’s (City) ability to supply a sufficient quantity of water and identifies future source requirements. This chapter discusses the City’s existing water sources, water rights, water quality regulations, and water quality monitoring results.

EXISTING WATER SOURCES AND TREATMENT

Water Sources

The City’s municipal water supply is provided by a spring field and interties with the City of Tacoma. The City will follow the *Water Shortage Response Plan* for the City of Tacoma in the event that water shortage measures must be taken.

The Black Diamond Springs are located approximately 2 miles southeast of the City on a large City-owned parcel. Four major collection areas are associated with the Black Diamond Spring Field. Potable water supply is currently provided by the Black Diamond Spring Field Collection Area No. 1 (also known as the South Springs) and the Black Diamond Spring Field Collection Area No. 3 (also known as the North Springs). Black Diamond Spring Field Collection Area No. 2 (also known as the Middle Springs) is currently offline due to groundwater under the influence of surface water concerns. Black Diamond Spring Field Collection Area No. 4 (also known as the Palmer Spring Area) is not currently online.

Combined flow from the Black Diamond Springs varies from 3,150 to 18,400 gallons per minute (gpm) depending on the time of year, with the highest flows occurring in spring, and the lowest flows occurring in fall.

The minimum combined flow of the North and South Springs, as measured at the junction box during the fall of 2013, was approximately 1,930 gpm (4.3 cubic feet per second). This rate is the firm supply that can always be captured from the source for potable supply if the infrastructure from the junction box to the City was upgraded.

Water Treatment

The springs sources are currently disinfected with sodium hypochlorite generated onsite with a 12 pound per day system at the North Bank Pump Station. A solution of 0.8 percent sodium hypochlorite is added to the water to provide an initial dose of 1.0 milligrams per liter (mg/L).

Caustic soda is injected into the water supply in the form of 25-percent sodium hydroxide at the pump station located at the 4.3 million gallon (MG) Reservoir site to provide corrosion control for lead and copper rule compliance.

WATER RIGHTS AND INTERTIES

Overview

A water right is a legal authorization to use a specified amount of public water for specific beneficial purposes. The water right amount is expressed in terms of instantaneous withdrawal rate and annual withdrawal volume. Washington State law requires users of public water to receive approval from the Washington State Department of Ecology (Ecology) prior to actual use of the water. This approval is granted in the form of a water right permit, which is developed into a certificate. However, a water right is not required for certain purposes (typically individual residences) that use 5,000 gallons per day (gpd) or less of groundwater from a well.

The process of obtaining a water right involves submitting a water right application that is reviewed by Ecology. If the request is approved, a water right is issued to allow for water use to commence. A water right permit provides permission to construct the necessary wells or diversions, pumps, and pipes to start using water. The water right permit remains in effect until the permit holder determines that its project is complete, and they have used as much water as they will under the water right. At that time, the permit holder files a proof of appropriation

form, which attests to the rate and volume of water used under the water right. A water right certificate is issued by Ecology following a proof of examination and determination that the amount of water put to beneficial use is consistent with the amount and conditions indicated on the water right permit.

A water right permit can only be issued by Ecology if the proposed use meets the following requirements:

- Water will be put to beneficial use.
- There will be no impairment to existing or senior rights.
- Water is physically and legally available for appropriation.
- Issuance of the requested water right will not be detrimental to the public interest.

During preparation of the report of examination, Ecology considers existing basin management plans, stream closures, minimum instream flows, hydraulic continuity (surface water interconnected to groundwater), utilization of existing water sources, water conservation, and availability of alternative water supplies, among other things. The water right decision process is increasingly becoming more complex and time consuming, due to the many competing interests for water, environmental issues, and regulatory requirements.

Existing Water Rights and Interties

The City currently holds two surface water certificates on file with Ecology. The source of water for both certificates is Black Diamond Springs. The springs are in Water Resource Inventory Area (WRIA) 9 – Duwamish-Green. Each water right is discussed in more detail in the sections that follow. Copies of the water right documents discussed can be found in Appendix L – Water Right Documents. The City currently has no pending new water right applications and no pending water right change applications.

S1-00506C

Surface Water Certificate S1-00506C was issued on March 29, 1974, with a priority date of April 15, 1968. This water right certificate was granted to the Town of Black Diamond for the maximum use of 8.0 cubic feet per second (cfs) and 551 acre-feet per year (afy) for year-round municipal supply. The place of use on the water right certificate is defined as the “Area served by the Town of Black Diamond.” This water right meets the definition as being for municipal water supply purposes, provided under Revised Code of Washington (RCW) 90.03.15.

There have been multiple water right actions taken since the certificate was issued, but they have all led to the certificate being the controlling water right document. The actions taken by the City and Ecology since issuance of the original certificate are described below.

On January 17, 1990, the City applied to Ecology to change the point of diversion from being identified as a surface water right, to a ground water right (water right tracking number CS1-00506C). Since no physical change to the point of diversion was occurring, Ecology denied this request in a report of examination for change dated April 29, 1992. In that denial, Ecology also recommended that the instantaneous rate authorized under the certificate be reduced

from 8 cfs to approximately 1.23 cfs to reflect the actual rate of water being diverted from Black Diamond Springs at that time.

On August 13, 1990, the City applied to Ecology to change its place of use to include areas served by neighboring water purveyors (water right tracking number CS1-00506C@1). Ecology partially approved this request and allowed for the City to serve water within the area served by Covington Water District in a report of examination for change dated June 30, 1993. In that approval, Ecology also recommended that the certificate should be reduced from 8 cfs to approximately 1.23 cfs to reflect the actual rate of water being diverted from Black Diamond Springs, at that time.

On March 9, 2012, Ecology issued Administrative Order No. 12WRNR-DE9035 related to both reports of examination for change (CG1-00506C and CG1-00506C@1). This order recognized that the 2003 Municipal Water Law had made the approved change application moot. This order also recognized that Ecology should not reduce the City's water right, since it is continuing to grow into the inchoate portions. This order had the impact of reinstating the original March 19, 1974, certificate as the controlling water right document.

Table 6.1, Potable Municipal Water Rights summarizes the potable municipal water right held by the City.

Table 6.1
Potable Municipal Water Rights

Water Right	Priority Date	Source	Instantaneous Rate (Qi) (cfs)	Annual Volume (Qa) (afy)
S1-00506C	April 15, 1958	Black Diamond Springs	8.0	551.0

Surface Water Certificate 3580

Surface Water Certificate 3580 was issued on May 19, 1950, with a priority date of August 22, 1949. This water right certificate was granted originally to King County Water District No. 66 for the maximum use of 2.93 cfs for year-round power production. No maximum annual volume was specified.

Since this water right is for power production purposes, it has not been included in the City's calculations for its potable municipal water supply water rights for planning purposes, as shown in Table 6.1, Potable Municipal Water Rights.

City of Tacoma Intertie

Water system interties are physical connections between two adjacent water systems. Interties are normally separated by a closed isolation valve or control valve. Emergency supply interties provide water from one system to another during emergency situations only. An emergency situation may occur when a water system loses its main source of supply or a major transmission main and is unable to provide a sufficient quantity of water to its customers.

Normal supply interties provide water from one system to another during non-emergency situations and are always typically supplying water.

The City negotiated a wholesale water agreement with the City of Tacoma (Tacoma) in 2003 wherein the two agencies agreed that Tacoma would supply wholesale water to the City. The supply quantities are outlined in Table 6.2, Tacoma Wholesale Intertie Maximum Water Supply. Under the terms of the agreement, the City is responsible for System Development Charges (SDCs) associated with the connection to Tacoma's system to be repaid over a ten-year period.

The City has two intertie connections to Tacoma's Secondary Supply Pipe Line (SSPL) one intertie was constructed in 2005 and the other in 2020. Amendment No. 1 to the agreement was approved in 2007 and included the purchase of additional water. Amendment No. 2 to the agreement was approved in 2020. Copies of the 2003 Wholesale Water Agreement and Amendment No. 1 have been included in Appendix E – Tacoma Wholesale Agreement.

Table 6.2
Tacoma Wholesale Intertie Maximum Water Supply

Agreement	Date of Agreement	Wholesale Supply Capacity
		(gpd)
Wholesale Water Agreement	August 1, 2003	1,712,000 for average day use 3,852,000 for maximum day use 3,659,400 for 4-day maximum use
Amendment No. 1	February 1, 2007	500,000 for average day use 1,125,000 for maximum day use 1,068,750 for 4-day maximum use
Amendment No. 2	2020	Second Intertie (Lake Sawyer Road SE)

Water Right and Intertie Summary

In anticipation of the large amount of growth that the City will experience with the construction of the master planned developments (MPDs), the City and the Partners secured enough water supply and water rights to meet demands well past the 20-year planning horizon. Table 6.3, Water Right and Intertie Summary documents the City's water rights capacity. An analysis of reliable supply capacity is presented in Chapter 7 – Water System Analysis.

Table 6.3
Water Right and Intertie Summary

Source	Peak Supply (Qi)		Annual Volume (Qa)	
	(gpm)	(gpd)	(afy)	(MG/Year)
Black Diamond Springs	3,590	5,170,176	551	179.5
Tacoma Wholesale Intertie	3,456	4,977,000	2,478	807.4
Total	7,046	10,147,176	3,029	986.9

DRINKING WATER REGULATIONS

Overview

The quality of drinking water in the United States is regulated by the Environmental Protection Agency (EPA). Under provisions of the Safe Drinking Water Act (SDWA), the EPA is allowed to delegate primary enforcement responsibility for water quality control to each state. In the State of Washington, DOH is the agency responsible for implementing and enforcing the drinking water regulations. For the State of Washington to maintain primacy (delegated authority to implement requirements) under the SDWA, the state must adopt drinking water regulations that are at least as stringent as the federal regulations. In meeting these requirements, the State, in cooperation with the EPA, has published drinking water regulations that are contained in Washington Administrative Code (WAC) Chapter 246-290.

Existing Regulations

The Federal SDWA was enacted in 1974, as a result of public concern about water quality. The SDWA sets standards for the quality of drinking water and requires water treatment if these standards are not met. The SDWA also sets water testing schedules and methods that water systems must follow. In 1986, the SDWA was amended as a result of additional public concern and frequent contamination of groundwater from industrial solvents and pesticides. The 1986 Amendments required water systems to monitor and treat for a continuously increasing number of water contaminants identified in the new federal regulations. The EPA regulated approximately 20 contaminants between 1974 and 1986. The 1986 Amendments identified 83 contaminants that EPA was required to regulate by 1989. Implementation of the new regulations has been marginally successful due to the complexity of the regulations and the associated high costs. To rectify the slow implementation of the new regulations, the SDWA was amended again and re-authorized in August of 1996.

In response to the 1986 SDWA Amendments, EPA established six rules, known as the Phase I Rule, Phase II and IIb Rules, Phase V Rule, Surface Water Treatment Rule, Total Coliform Rule, and Lead and Copper Rule. The EPA regulates most chemical contaminants through the Phase I, II, IIb, and V Rules. The City's active sources are affected by many of these rules.

The EPA set two limits for each contaminant that is regulated under the rules. The first limit is a health goal, referred to as the Maximum Contaminant Level Goal (MCLG). The MCLG is zero for many contaminants, especially known cancer-causing agents (carcinogens). The second limit is a legal limit, referred to as the Maximum Contaminant Level (MCL). MCLs are equal to or higher than the MCLGs; however, most MCLs and MCLGs are the same, except for contaminants that are regulated as carcinogens. The health goals (MCLGs) for carcinogens are typically zero, because they cause cancer and it is assumed that any amount of exposure may pose some risk of cancer. A summary of each rule follows.

To fully understand the discussion that follows, a brief definition of several key terms is provided below.

- Organic Chemicals – Animal or plant produced substances containing carbon and other elements such as hydrogen and oxygen.
- Synthetic Organic Chemicals (SOCs) – Man-made organic substances, including herbicides, pesticides, and various industrial chemicals and solvents.
- Volatile Organic Chemicals (VOCs) – Chemicals, as liquids, that evaporate easily into the air.
- Inorganic Chemicals (IOCs) – Chemicals of mineral origin that are naturally occurring elements. These include metals such as lead and cadmium.

Phase I Rule

The Phase I Rule, which was the EPA's first response to the 1986 Amendments, provided limits for eight VOCs that may be present in drinking water. VOCs are used by industries in the manufacturing of rubber, pesticides, deodorants, solvents, plastics, and other chemicals. VOCs are found in everyday items such as gasoline, paints, thinners, lighter fluid, mothballs, and glue, and are typically encountered at dry cleaners, automotive service stations, and elsewhere in industrial processes. The City currently complies with all contaminant monitoring requirements under this rule.

Phase II and IIb Rules

The Phase II and IIb Rules update and create limits for 38 contaminants (organics and inorganics). Some of the contaminants are frequently applied agricultural chemicals (nitrate), while others are more obscure industrial chemicals. The City currently complies with all contaminant monitoring requirements under this rule.

Phase V Rule

The Phase V Rule sets standards for 23 additional contaminants, of which 18 are organic chemicals (mostly pesticides and herbicides) and 5 are IOCs (such as cyanide). The City currently complies with all contaminant monitoring requirements under this rule.

Surface Water Treatment Rule

Surface water sources, such as rivers, lakes, and reservoirs (which are open to the atmosphere and subject to surface runoff), and groundwater sources under the influence of surface water (GWI) are governed by the Surface Water Treatment Rule (SWTR). The SWTR seeks to prevent waterborne diseases caused by the microbes *Cryptosporidium*, *Legionella*, and *Giardia lamblia*, which are present in most surface waters. The rule requires disinfection of all surface water and GWI sources. All surface water and GWI sources must also be filtered, unless a filtration waiver is granted. A filtration waiver may be granted to systems with pristine sources that continuously meet stringent source water quality and protection requirements. The City's water supply is classified as groundwater at all sources except for the Tacoma Regional Water Supply. Tacoma

Public Utilities is responsible for monitoring and satisfying the water quality requirements for the Tacoma Intertie Source.

Interim Enhanced Surface Water Treatment Rule

The Interim Enhanced Surface Water Treatment Rule (IESWTR) became effective concurrent with the Stage 1 Disinfectants/Disinfection Byproducts Rule. The rule primarily applies to public water systems that serve 10,000 or more people and use surface water or GWI sources. The rule also requires primacy agencies (i.e., DOH in Washington State) to conduct sanitary surveys of all surface water and GWI systems, regardless of size. The rule is the first to directly regulate the protozoan *Cryptosporidium* and has set the MCLG for *Cryptosporidium* at zero. The City's water supply is classified as groundwater at all sources except for the Tacoma Regional Water Supply. Tacoma Public Utilities is responsible for monitoring and satisfying the water quality requirements for the Tacoma Intertie Source.

Long Term 1 Enhanced Surface Water Treatment Rule

The Long Term 1 Enhanced Surface Water Treatment Rule (LT1ESWTR) addresses water systems using surface water or GWI sources serving fewer than 10,000 people. The rule extends protections against *Cryptosporidium* for smaller water systems. The City's water supply is classified as groundwater at all sources except for the Tacoma Regional Water Supply. Tacoma Public Utilities is responsible for monitoring and satisfying the water quality requirements for the Tacoma Intertie Source.

Revised Total Coliform Rule

The Total Coliform Rule (TCR) was published in the Federal Register on June 29, 1989, and became effective on December 31, 1990. The rule set both MCLGs and MCLs for total coliform levels in drinking water, and the type and frequency of testing that is required for water systems. The rule requires more monitoring than under prior requirements, especially for small systems. In addition, every public water system is required to develop a coliform monitoring plan, subject to approval by DOH.

On February 13, 2013, the EPA published revisions to the rule in the Federal Register, and the rule was renamed to the Revised Total Coliform Rule. This rule eliminated the coliform MCL, sets an MCL for *Escherichia Coli* (*E. coli*), and specifies the frequency and timing of coliform testing based on population served, public water system type, and source water type. When total coliform is detected, this is now known as a treatment technique trigger and public notice is no longer required. Instead, the water system must conduct an assessment of their water system facilities and operations and fix any sanitary defects. For confirmed *E. coli* incidents, now known as an *E. coli* MCL violation, the water system must perform a Level 2 assessment and provide public notice within 24 hours. If a positive sample is collected on a consecutive test sample, the City also will need to collect source samples.

Coliform are a group of bacteria that live in the digestive tract of humans and many animals and are excreted in large numbers in feces. Coliform can be found in sewage, soils, surface waters, and vegetation. The presence of any coliform in drinking water indicates a health risk and

potential waterborne disease outbreak, which may include gastroenteric infections, dysentery, hepatitis, typhoid fever, cholera, and other infectious diseases.

The rule established the health goal for total coliform at zero. To comply with the legal limit, systems must not find coliform in more than 5 percent of the samples taken each month. For systems like the City, which take 30 samples per month, having more than one sample that contains coliform would exceed the legal limit and trigger the follow-up sampling requirements.

The City's current water quality and chlorination practices have resulted in compliance with this rule.

Lead and Copper Rule

The Lead and Copper Rule identifies action levels for both lead and copper. An action level is different than an MCL. An MCL is a legal limit for a contaminant, and an action level is a trigger for additional prevention or removal steps. The action level for lead is greater than 0.015 mg/L. The action level for copper is greater than 1.3 mg/L. If the 90th percentile concentration of either lead or copper from the group of samples exceeds these action levels, a corrosion control study must be undertaken to evaluate strategies and make recommendations for reducing the lead or copper concentration below the action levels. The rule requires systems that exceed the lead level to educate the affected public about reducing its lead intake. Systems that continue to exceed the lead action level after implementing corrosion control and source water treatment may be required to replace piping in the system that contains lead sources. Corrosion control is typically accomplished by increasing the pH of the water to make it less corrosive, which reduces its ability to break down water pipes and absorb lead or copper.

Lead is a common metal found throughout the environment in lead-based paint, air, soil, household dust, food, certain types of pottery, porcelain, pewter, brass, and water. Lead can pose a significant health risk if too much of it enters the body. Lead builds up in the body over many years and can cause damage to the brain, red blood cells, and kidneys. The greatest risk is to young children and pregnant women. Lead can slow normal mental and physical development of growing bodies.

Copper is a common, natural, and useful metal found in our environment. It is also a trace element needed in most human diets. The primary impact of elevated copper levels in water systems is stained plumbing fixtures. At certain levels (well above the action levels), copper may cause nausea, vomiting, and diarrhea. It also can lead to serious health problems in people with Wilson's disease. Long-term exposure to elevated levels of copper in drinking water also could increase the risk of liver and kidney damage. The City currently complies with all contaminant monitoring and treatment requirements under this rule.

Radionuclides Rule

The EPA established interim drinking water regulations for radionuclides in 1976 under the SDWA. MCLs were established for alpha, beta, and photon emitters, and radium 226/228. Radionuclides are elements that undergo a process of natural decay and emit radiation in the form of alpha or beta particles and gamma photons. The radiation can cause various kinds of

cancers, depending on the type of radionuclide exposure from drinking water. The regulations address both man-made and naturally occurring radionuclides in drinking water.

The 1986 Amendments to the SDWA finalized the regulations for radionuclides by eliminating the term "interim." The amendments also directed the EPA to promulgate health-based MCLGs, as well as MCLs. The EPA failed to meet the statutory schedules for promulgating the radionuclide regulations, which resulted in a lawsuit. In 1991, the EPA proposed revisions to the regulations, but a final regulation based on the proposal was never promulgated. The 1996 Amendments to the SDWA directed the EPA to revise a portion of the earlier proposed revisions, adopt a schedule, and review and revise the regulations every 6 years, as appropriate, to maintain or improve public health protection. Subsequent to the 1996 Amendments, a 1996 court order required the EPA to either finalize the 1991 proposal for radionuclides or to ratify the existing standards by November 2000.

The final rule was published in the Federal Register on December 7, 2000, and became effective on December 8, 2003. The rule established an MCLG of zero for the four regulated contaminants and MCLs of 5 picocuries per liter (pCi/L) for combined radium-226 and radium-228, 15 pCi/L for gross alpha (excluding radon and uranium), 4 millirems per year (mrem/year) for beta particle and photon radioactivity, and 30 micrograms per liter (µg/L) for uranium. The City currently complies with all contaminant monitoring requirements under this rule.

Wellhead Protection Program

Section 1428 of the 1986 SDWA Amendments mandates that each state develop a wellhead protection program. The Washington State mandate for wellhead protection, and the required elements of a wellhead protection program, is contained in WAC 246-290-135, Source Protection, which became effective in July of 1994. In Washington State, DOH is the lead agency for the development and administration of the State's wellhead protection program.

A wellhead protection program is a proactive and ongoing effort of a water purveyor to protect the health of its customers by preventing contamination of the groundwater that it supplies for drinking water. All federally defined Group A public water systems that use groundwater as their source are required to develop and implement a wellhead protection program. All required elements of a local wellhead protection program must be documented and included in either the Water System Plan (applicable to the City) or a Small Water System Management Program document (not applicable to the City).

Consumer Confidence Report

The Consumer Confidence Report (CCR) is the centerpiece of the right-to-know provisions of the 1996 Amendments to the SDWA. The annual report must be updated and re-issued to all customers by July 1st of each year thereafter.

The CCR is a report on the quality of water that was delivered to the water users during the previous calendar year. The reports must contain certain specific elements but may also contain other information that the purveyor deems appropriate for public education. Some, but not all,

of the information that is required in the reports includes the source and type of the drinking water, type of treatment, contaminants that have been detected in the water, potential health effects of the contaminants, identification of the likely source of contamination, violations of monitoring and reporting, and variances or exemptions to the drinking water regulations.

Stage 1 Disinfectants/Disinfection Byproducts Rule

Disinfection byproducts (DBPs) are formed when free chlorine reacts with organic substances, most of which occur naturally. These organic substances (called precursors) are a complex and variable mixture of compounds. The DBPs themselves may pose health risks. Trihalomethanes (THM) are a category of DBPs that had been regulated before this rule. However, systems with groundwater sources that serve a population of less than 10,000 were not previously required to monitor for THM.

The rule applies to the City and most other water systems, including systems serving fewer than 10,000 people that add a chemical disinfectant to the drinking water during any part of the treatment process. The rule reduced the MCL for total THM, which are a composite measure of four individual THM, from the previous interim level of 0.10 mg/L to 0.08 mg/L. The rule established MCLs and requires monitoring of three additional categories of DBPs (0.06 mg/L for five haloacetic acids (HAA5), 0.01 mg/L for bromate, and 1.0 mg/L for chlorite). The rule established maximum residual disinfectant levels for chlorine (4.0 mg/L), chloramines (4.0 mg/L), and chlorine dioxide (0.8 mg/L). The rule also requires systems using surface water or groundwater directly influenced by surface water to implement enhanced coagulation or softening to remove DBP precursors, unless alternative criteria are met. The City currently complies with all contaminant monitoring requirements under this rule.

Unregulated Contaminant Monitoring Rule

The EPA established the Unregulated Contaminant Monitoring Rule (UCMR) to generate data on contaminants that are being considered for inclusion in new drinking water standards. The information collected by select public water systems will ensure that future regulations established by the EPA are based on sound science.

Three separate lists of unregulated contaminants are maintained under the UCMR: List 1; List 2; and List 3. Contaminants are organized on the tiered lists based on the availability of standard testing procedures and the known occurrence of each contaminant, with List 1 containing contaminants that have established standard testing procedures and some, but insufficient, information on their occurrence in drinking water. Monitoring for contaminants on the three lists is limited to a maximum of 30 contaminants within a 5-year monitoring cycle, and the EPA is required to publish new contaminant monitoring lists every 5 years. As new lists are published, contaminants will be moved up in the lists if adequate information is found to support additional monitoring. All public water systems serving more than 3,300 people and a randomly selected group of smaller water systems are required to monitor for contaminants, except for UCMR 4 which has different threshold requirements. The City currently monitors for some unregulated contaminants.

Arsenic

Arsenic is highly toxic, affects the skin and nervous system, and may cause cancer. The Arsenic Rule sets the MCLG of arsenic at zero and reduces the MCL from the previous standard of 0.05 mg/L to 0.01 mg/L. Arsenic's monitoring requirements will be consistent with the existing requirements for other inorganic contaminants. The City complies with this rule since its sources have naturally low levels of arsenic that are below the MCL.

Filter Backwash Recycling Rule

Public water systems using surface water or groundwater under the direct influence of surface water that utilize filtration processes and recycling must comply with the Filter Backwash Recycling Rule. The rule aims to reduce risks associated with recycling contaminants removed during filtration.

The rule requires filter backwash water be returned to a location that allows complete treatment. In addition, filtration systems must provide detailed information regarding the treatment and recycling process to the state. The City's water supply is classified as groundwater at all sources except for the Tacoma Regional Water Supply. Tacoma Public Utilities is responsible for monitoring and satisfying the water quality requirements for the Tacoma Intertie Source.

Stage 2 Disinfectants/Disinfection Byproducts Rule

The EPA implemented the Stage 2 Disinfectants/Disinfection Byproducts Rule (Stage 2 D/DBPR) simultaneously with the Long Term 2 Enhanced Surface Water Treatment Rule.

Similar to the Stage 1 D/DBPR, this rule applies to most water systems that add a disinfectant to the drinking water other than ultraviolet light or those systems that deliver such water. The Stage 2 D/DBPR changes the calculation procedure requirement of the MCLs for two groups of disinfection byproducts, total THM (TTHM) and HAA5. The rule requires each sampling location to determine compliance with MCLs based on their individual annual average DBP levels (termed the Locational Running Annual Average), rather than utilizing a system-wide annual average. The rule also proposes new MCLGs for chloroform (0.07 mg/L), trichloroacetic acid (0.02 mg/L), and monochloroacetic acid (0.03 mg/L).

Additionally, the rule requires systems to document peak DBP levels and prepare an Initial Distribution System Evaluation (IDSE) to identify Stage 2 D/DBPR compliance monitoring sites. IDSEs require each water system to prepare a separate IDSE plan and report, with the exception of those systems who obtain a 40/30 Certification or a Very Small System Waiver. In order to qualify for the 40/30 Certification, all samples collected during Stage 1 monitoring must have TTHM and HAA5 levels less than or equal to 0.040 mg/L and 0.030 mg/L, respectively. The City currently complies with all contaminant monitoring requirements under this rule and has qualified for 40/30 Certification and does not require an IDSE plan.

Long Term 2 Enhanced Surface Water Treatment Rule

Following the publishing of the IESWTR, the EPA introduced the LT1ESWTR to supplement the preceding regulations. The second part of the regulations of the LT1ESWTR are mandated in the Long Term 2 Enhanced Surface Water Treatment Rule (LT2ESWTR). The final rule was implemented simultaneously with the Stage 2 D/DBPR described in the previous section. This rule applies to all systems that use surface water or GWI sources.

This rule establishes treatment technique requirements for filtered systems based on their risk level for contamination, calculated from the system's average *Cryptosporidium* concentration. Requirements include up to 2.5-log *Cryptosporidium* treatment, in addition to existing requirements under the IESWTR and LT1ESWTR. Filtered systems that demonstrate low levels of risk will not be required to provide additional treatment. Unfiltered systems under this rule must achieve at least a 2-log inactivation of *Cryptosporidium* if the mean level in the source water remains below 0.01 oocysts/L. If an unfiltered system's mean level of *Cryptosporidium* exceeds 0.01 oocysts/L, the LT2ESWTR requires the system to provide a minimum 3-log inactivation of *Cryptosporidium*. All unfiltered systems also are required to utilize a minimum of two disinfectants in their treatment process.

The LT2ESWTR also addresses systems with unfinished water storage facilities. Under this rule, systems must either cover their storage facilities or achieve inactivation and/or removal of 4-log virus, 3-log *Giardia lamblia*, and 2-log *Cryptosporidium* on a state-approved schedule. Lastly, the rule extends the requirement of the disinfection profiles mandated under the LT1ESWTR to the proposed Stage 2 D/DBPR. The City's water supply is classified as groundwater at all sources except for the Tacoma Regional Water Supply. Tacoma Public Utilities is responsible for monitoring and satisfying the water quality requirements for the Tacoma Intertie Source.

Groundwater Rule

The EPA promulgated the Groundwater Rule (GWR) to reduce the risk of exposure to fecal contamination that may be present in public water systems that use groundwater sources. The GWR also specifies when corrective action (which may include disinfection) is required to protect consumers who receive water from groundwater systems from bacteria and viruses. The GWR applies to public water systems that use groundwater and to any system that mixes surface and ground waters if the groundwater is added directly to the distribution system and provided to consumers without treatment equivalent to surface water treatment.

The rule targets risks through an approach that relies on the four following major components:

1. Periodic sanitary surveys of groundwater systems that require the evaluation of eight critical elements and the identification of significant deficiencies (such as a well located near a leaking septic system). DOH conducted its most recent sanitary survey of the City's water system on September 21, 2017, under the state's existing sanitary survey program.
2. Source water monitoring to test for the presence of *E. coli*, enterococci, or coliphage in the sample. There are two monitoring provisions.

- o Triggered monitoring for systems that do not already provide treatment that achieves at least 99.99-percent (4-log) inactivation or removal of viruses and that have a total coliform positive routine sample under the Revised Total Coliform Rule sampling in the distribution system.
 - o Assessment monitoring is a complement to triggered monitoring. A state has the option to require systems to conduct source water assessment monitoring at any time to help identify high risk systems.
3. Corrective actions required for any system with a significant deficiency or source water fecal contamination. The system must implement one or more of the following corrective action options: correct all significant deficiencies; eliminate the source of contamination; provide an alternate source of water; or provide treatment that reliably achieves 99.99-percent inactivation or removal of viruses.
 4. Compliance monitoring to ensure that treatment technology installed to treat drinking water reliably achieves at least 99.99-percent inactivation or removal of viruses.

Per- and Polyfluoroalkyl Substances

In 2016, the EPA established a health advisory level for per- and polyfluoroalkyl substances (PFAS) at 70 parts per trillion (ppt). DOH proposed a regulation for PFAS in 2017, and state action levels (SALs) for these substances are now in effect as of April 9, 2022. The SALs are 10 ppt for PFOA, 15 ppt for PFOS, 9 ppt for PFNA, 65 ppt for PFHxS, and 345 ppt for PFBS. All water systems in Washington State will be required to sample their sources for PFAS by December 2025. The primary source of PFAS contamination was the historical use of PFAS-based firefighting foam used by the US military, local fire departments, and airports. In June 2022, the EPA established interim health advisories of 0.004 ppt for PFOA and 0.02 ppt for PFOS, and final health advisories of 10 ppt for GenX chemicals (PFOA replacements) and 2,000 ppt for PFBS (PFOS replacement). The EPA is still evaluating other health advisories and it is not currently known when or what a federal PFAS regulation may be or its implementation schedule. All community and non-transient non-community public water systems must test for PFAS. Water systems that find PFAS in their supply are required to complete additional monitoring, and systems that exceed a SAL are required to notify all customers. The City should collect water samples to test for PFAS as soon as possible.

Future Regulations

Drinking water regulations are continuously changing in an effort to provide higher quality and safer drinking water. Modifications to the existing rules described above and implementation of new rules are planned for the near future. A summary of upcoming drinking water regulations that will most likely affect the City is presented in the following sections.

Radon

In July of 1991, the EPA proposed a regulation for radon, as well as three other radionuclides. The 1996 SDWA Amendments required the EPA to withdraw the 1991 proposal due to several concerns that were raised during the comment period. A new proposed regulation was published in the Federal Register on November 2, 1999. Comments on the proposed rule were due to the EPA by February 4, 2000. Final federal requirements for addressing radon were delayed until 2008 but have not yet been published. The rule proposes a 300 pCi/L MCL for community water systems that use groundwater or an alternative, less stringent MCL of 4,000 pCi/L for water systems where their state implements an EPA-approved program to reduce radon risks in household indoor air and tap water. It is not currently known when or what a radon regulation may require as adopted by the EPA or what the implementation schedule for the rule will be. Because the final radon rule requirements are uncertain, the impact of this rule on the City is unknown at this time.

Unregulated Contaminant Monitoring Rule Revisions

In accordance with the original UCMR, the EPA is proposing an updated contaminant monitoring list for the next 5-year monitoring cycle, in addition to other minor revisions to the UCMR. The proposed rule was published December 20, 2016, in the Federal Register. The revisions include a list of 30 chemicals that will be monitored during the 2018 through 2020 monitoring cycle. For this cycle, all community water systems and non-transient non-community water systems serving more than 10,000 people will be required to monitor for contaminants. Large surface water and ground water under direct influence of surface water systems will monitor for 10 cyanotoxins and 20 additional contaminants (2 metals, 8 pesticides plus 1 pesticide manufacturing byproduct, 3 brominated haloacetic acid disinfection byproducts groups, 3 alcohols, and 3 semi-volatile organic chemicals). All large ground water systems will monitor for the 20 additional contaminants. Small water systems serving 10,000 or fewer people will be selected at random to monitor for cyanotoxins or the 20 additional contaminants.

SOURCE WATER QUALITY AND PLANS

This section presents the current water quality standards for groundwater sources and the results of the City's recent source water quality monitoring efforts. A discussion of the water quality requirements and monitoring results for the City's distribution system is presented in the sections that follows.

The City's last sanitary survey was completed in 2023. The City is currently addressing minor deficiencies identified in this sanitary survey and complies with all other requirements of the rule. A copy of the City's most recent Sanitary Survey Report is contained in Appendix M – Sanitary Survey.

Drinking Water Standards

Drinking water quality is regulated at the federal level by the EPA and at the State level by DOH. Drinking water standards have been established to maintain high-quality drinking water by limiting the levels of specific contaminants (i.e., regulated contaminants) that can adversely affect public health and are known or likely to occur in public water systems. Non-regulated contaminants do not have established water quality standards and are generally monitored at the discretion of the water purveyor and in the interest of customers.

The regulated contaminants are grouped into two categories of standards – primary and secondary. Primary standards are drinking water standards for contaminants that could affect health. Water purveyors are required by law to monitor and comply with these standards and notify the public if water quality does not meet any one of the standards. Secondary standards are drinking water standards for contaminants that have aesthetic effects, such as unpleasant taste, odor, or color (staining). The national secondary standards are unenforceable federal guidelines or goals where federal law does not require water systems to comply with them. However, states may adopt their own enforceable regulations governing these contaminants. The State of Washington has adopted regulations that require compliance with some of the secondary standards. Water purveyors are not required to notify the public if their water quality does not meet the secondary standards.

Source Monitoring Requirements and Waivers

The City is required to perform water quality monitoring at each of its active sources for inorganic chemical and physical substances, organic chemicals, and radionuclides. The monitoring requirements that the City must comply with are specified in WAC 246-290-300. A description of the source water quality monitoring requirements and procedures for each group of substances is contained in the City's Water Quality Monitoring Schedule, which is included as Appendix N – Water Quality Testing.

DOH has developed the Susceptibility Assessment Survey Form for water purveyors to complete in determining a drinking water source's potential for contamination. The results of the susceptibility assessment may provide monitoring waivers that allow reduced source water quality monitoring. Based on the results of the susceptibility assessment survey for each source, DOH assigned Source 04 (all spring sources) a High susceptibility rating.

Source Monitoring Results

The City's sources maintain a high level of water quality and have met or exceeded all drinking water standards since the previous Water System Plan Update in 2016. Source 04 was last monitored for IOCs in July 2017, VOCs in May 2016, nitrates in July 2019, herbicides and

pesticides in August 2017, and radionuclides in May 2016. The spring sources have a 1-year waiver for nitrates, 9-year waiver for IOCs, 6-year waiver for VOCs, 9-year waiver for herbicides, 3-year waiver for pesticides, 3-year waiver for soil fumigants, and 6-year waiver for radionuclides.

The results of inorganic chemical (including nitrate), VOC, herbicides/pesticides, and radionuclides monitoring for the City's sources indicate that all primary and secondary standards were met.

Consumer Confidence Report

The Consumer Confidence Report (CCR) is the centerpiece of how the City demonstrates to its customers that it is complying with all State and Federal water quality requirements. A copy of the City's most recent CCR is contained in Appendix N – Water Quality Testing.

Wellhead Protection Program

The City is currently working to upgrade its springs collection sources to better protect them from surface water contamination. A copy of the City's Wellhead Protection Program is included in Appendix O – Source Water Protection.

DISTRIBUTION SYSTEM WATER QUALITY

Monitoring Requirements and Results

The City is required to perform water quality monitoring within the distribution system for coliform bacteria, disinfectant (chlorine) residual concentration, DBPs, lead and copper, and asbestos in accordance with Chapter 246-290 WAC. A description of the distribution system water quality monitoring schedule is contained in the City's Water Quality Monitoring Schedule. This schedule, along with recent testing results and Consumer Confidence Reports, is included in Appendix N – Water Quality Testing,

Since 2007, coliform monitoring regulations were met as samples did not test positive in more than 5 percent of the routine samples taken each month. All follow-up repeat samples were negative. The positive samples were likely due to error. Based on the City's estimated population of 5,400, a minimum of 6 coliform samples per month from different locations throughout the system are required to be collected. In the event that a sample tests positive for coliform, a repeat sample shall be taken at the same location as the suspect sample, and two additional samples shall be taken within five service connections upstream and downstream of the suspect sample. A description of coliform monitoring protocols, sample locations, and *E. coli* response and notification procedures are contained in the City's Coliform Monitoring Program, which is included in Appendix P – Coliform Monitoring Plan.

Disinfectant Residual Concentration Monitoring

Disinfection requirements applicable to the City are contained in WAC 246-290-310, which states that a disinfectant residual concentration of 0.2 mg/L shall be detectable in all active

parts of the distribution system, and that the maximum residual disinfectant level shall be 4.0 mg/L for chlorine and chloramines. Handheld chlorine residuals must be recorded each time a coliform sample is collected; therefore, the City collects a minimum of 2 samples each month in addition to its online chlorine analyzers. At least 95 percent of the monthly samples must have detectable levels. In addition, disinfectant residuals within the distribution system shall be reported for every calendar day and cannot be undetectable.

Disinfectants/Disinfection Byproducts Monitoring

THM and HAA5 are DBPs that are formed when free chlorine reacts with organic substances (i.e., precursors), most of which occur naturally. Formation of THM and HAA5 are dependent on such factors as amount and type of chlorine used, water temperature, concentration of precursors, pH, and chlorine contact time. THM have been found to cause cancer in laboratory animals and are suspected to be human carcinogens. In response to the Stage 1 and Stage 2 D/DBPR, the City expanded its distribution system monitoring to include THM and HAA5. The City is required to collect four THM and four HAA5 samples on an annual basis. All recent samples show concentrations below both substances MCLs. Therefore, the City is in compliance with this regulation. The City's Disinfection Byproduct Monitoring Plan is included in Appendix Q – Disinfection Byproducts Monitoring Plan.

Lead and Copper Monitoring

Specific requirements are contained in Title 40, Parts 141.86, 141.87, and 141.88 of the Code of Federal Regulations (CFR). Every 3 years, the City must collect and report a minimum of 10 samples. All previous samples indicate the City is in compliance with these regulations.

Sample sites shall be selected based on the known existence of lead pipes, copper pipes, and copper pipes with lead solder (40 CFR 141.86(a)). All samples, except for lead service line samples, shall be first draw tap samples taken at a cold water tap from which water has not been drawn for at least 6 hours, but no more than 12 hours. Sample faucets shall be flushed with cold water the evening prior to collecting the sample. Lead service line samples shall be collected with one of three methods in accordance with 40 CFR 141.86(b). The locations of future sample sites shall be the same as past sample sites, unless unavoidable conditions prevent sampling at the same locations. The City has a bilateral compliance agreement with DOH which is contained in Appendix R – Lead and Copper Bilateral Compliance Agreement.

Cross-Connection Control Program

The City has developed a Cross Connection Control policy in order to prevent contamination of the City's water supply. A copy of the City's Cross Connection Control Program has been included in Appendix S – Cross Connection Control Program.

Fluoride Concentration

Specific requirements are contained in WAC 246-290-460 for systems that are fluoridating drinking water. Wholesale water purchased from other entities may be treated with fluoride, and it is the responsibility of those distributing entities to monitor the concentrations.

Asbestos

Asbestos monitoring is required if the sources are vulnerable to asbestos contamination or if the distribution system contains more than 10 percent of asbestos cement (AC) pipe. The City has a 9-year waiver with DOH for asbestos monitoring that expired in December 2019. The last time an asbestos sample was taken was in June 2013. This sample yielded a concentration of 0.123 million fibers per liter, whereas the current MCL for asbestos is 7 million fibers per liter and greater than 10 microns in length. When the City acquires its next asbestos waiver, the required sample must be taken during the first 3-year compliance period of the 9-year compliance cycle. The water sample must be taken at a tap that is served by an asbestos cement pipe under conditions where asbestos contamination is most likely to occur.

7 | WATER SYSTEM ANALYSIS



Chlorination System

INTRODUCTION

This chapter presents the analysis of the City of Black Diamond's (City) existing water system. Individual water system components were analyzed to determine their ability to meet policies and design criteria under existing and future water demand conditions. The policies and design criteria are presented in Chapter 5 – Policies and Design Criteria, and the water demands are presented in Chapter 4 – Water Demands. A description of the water system facilities and current operation is presented in Chapter 2 – Water System Description. The last section of this chapter presents the existing and projected system capacity analyses that were performed to determine the maximum number of equivalent residential units (ERUs) that can be served by the City's water system. These analyses are based on regulatory requirements for water system design and for maintaining an acceptable level of service. The City's primary goal is to have all its facilities in compliance with federal and state requirements; the secondary goal is to have all its facilities provide the ideal level of service as defined by the City's policies and design criteria.

DISTRIBUTION SYSTEM HYDRAULIC CAPACITY ANALYSIS

The City's transmission and distribution system consists of approximately 181,163 linear feet of pipe providing water to three pressure zones within the City. Specifics regarding pipe sizes and materials, as well as the pressure zones, have been documented previously in Chapter 2 – Water System Description. Portions of the system are generally considered in need of replacement as over 11 percent of the pipes are constructed of asbestos cement materials and there are areas where water mains are undersized and unable to provide sufficient flow to meet minimum fire flow requirements. It is recommended that these pipes be removed and replaced with more appropriately sized ductile iron materials. These projects have been included in the recommended projects listed in Chapter 9 – Improvement Program.

HYDRAULIC MODEL AND CALIBRATION

Description

A computer-based hydraulic model of the existing water system was created using version 8i (SELECTseries 6) of the WaterGEMS® program developed by Bentley Systems. All facilities and water mains in the City's water system, including dead-end mains, were modeled. The water mains were entered from the City's water system mapping database, as-built records, and information obtained through discussions with City staff.

Demand Data

The hydraulic model of the existing system contains 2022 average day demand (ADD) data. System-wide demands were allocated in the model as part of the Water System Plan (WSP) preparation and were scaled to match the system's demands as necessary. The peaking factors calculated in Chapter 4 – Water Demands, were used to analyze the system under maximum day demands (MDD) and peak hour demand (PHD) conditions.

The hydraulic model of the proposed system contains 10-year and 20-year demand levels that are projected for the years 2029, and 2039, respectively. The City's future demand distribution was based on a large concentration of growth occurring within the proposed master planned development (MPD). The future demand allocations in each pressure zone are presented later in this chapter.

Facilities

The hydraulic model of the existing system for the pressure analysis contains active, existing system facilities. For the proposed system analyses in the years 2029 and 2039, the hydraulic model contained active, existing system facilities and proposed system improvements identified in Chapter 9 – Water System Improvements, and based on a general sense of what the MPD are proposing for their developments and other large undeveloped buildable land.

The facility settings for the pressure analyses correspond to a PHD event in the water system. All sources of supply that are currently available to the system, or will be available in the future, were operating at their normal summertime pumping rates during a peak period. The reservoir

levels were modeled to reflect full utilization of operational and equalization storage. All active pressure reducing valves (PRVs) were modeled as being in service and at their normal setpoints.

Separate fire flow analyses were performed on the system to size distribution system improvements and calculate fire flow availability. The hydraulic model for the fire flow analyses contained settings that correspond to MDD events. All sources of supply that are currently available to the system during a peak period were operating at their normal pumping rates with the largest pump at each facility offline. Reservoir levels were modeled to reflect full utilization of operational, equalizing, and fire flow storage based on the maximum planning-level fire flow requirement. Each pressure zone was modeled with the largest pump off during the fire flow analyses, consistent with Washington Administrative Code (WAC) 246-293-660.

Model Calibration

There were six flow tests performed to observe the water system's response. Residual pressure readings were recorded by data loggers during the tests. These field-measured residual pressures were compared to the residual pressures calculated by the City's hydraulic model for each flow rate, the results of which are shown in Table 7.1, Hydraulic Model Calibration Results. Water system demands were estimated to be equivalent to the 2022 ADD during all field flow tests and pressure measurements.

Table 7.1
Hydraulic Model Calibration Results

Test No.	Hydrant Location	Date	Field				Model		Absolute Difference	
			Static Pressure (psi)	Residual Pressure (psi)	Port Size (inch)	Flow (gpm)	Static Pressure (psi)	Residual Pressure (psi)	Static Pressure (psi)	Residual Pressure (psi)
1	Mckay Lane	October 2023	78	67	2-1/2	932	78	64	0	3
2	4th Ave	October 2023	77	74	2-1/2	856	75	69	2	5
3	Kanasket Drive	October 2023	75	68	2-1/2	840	76	67	-1	1
4	Diamond Square	October 2023	68	63	2-1/2	755	70	66	-2	-3
			72	60	2-1/2 (2)	1,337	70	59	2	1
5	Sunny Lane	October 2023	89	82	2-1/2	903	88	83	1	-1
6	Camas Place	October 2023	79	65	2-1/2	824	78	70	1	-5

psi = pounds per square inch

gpm = gallons per minute

As shown in Table 7.1, Hydraulic Model Calibration Results, with pressure drop differentials less than 3 pounds per square inch (psi) between the field and model at 5 of the 6 residual pressure locations.

Sensitivity analyses were performed to locate partially or fully closed valves that should normally be open, analyze the impact of different PRV setpoints or whether PRVs opened correctly, and analyze the impact of different pipe roughness coefficients with consideration of published values. Some sensitivity analyses allowed some of the field measurements to match the model, but it was at the detriment to the accuracy of other tests.

Acknowledging that there is a discrepancy between the hydraulic model and the City's actual water system two hydraulic model scenarios were prepared for use in identifying future water main improvements. Additional hydraulic modeling information is contained in Appendix T – Hydraulic Analysis.

PEAK HOUR DEMANDS

According to Washington State Department of Health (DOH) requirements, a water system must maintain a minimum pressure of 30 psi in the distribution system under peak hour demand conditions. In all modeling scenarios, all pressures throughout the distribution system exceeded the minimum system pressure of 30 psi. Additionally, DOH requires a maximum velocity of 8 feet per second (fps), not including fire flow. In all modeling scenarios, all pipe velocities throughout the distribution system are less than 8 fps.

FIRE FLOW ANALYSIS

A detailed fire flow analysis was completed for all hydrants within the City's water system. The analysis was conducted in conformance with DOH requirements that state a water system must provide adequate fire flow under maximum day demand conditions, while maintaining a minimum system pressure of 20 psi. Table 4.11, Fire Flow Requirements provides the minimum fire flow requirements used by the City. They have been developed based on the land use classifications that are included in the City's *Comprehensive Plan*. These are the minimum fire flows to be considered in the design of system improvements. Actual fire flow requirements for proposed new structures will be as determined by the fire marshal.

DISTRIBUTION AND TRANSMISSION SYSTEM DEFICIENCIES

A summary of the primary system deficiencies is outlined as follows. Chapter 9 – Water System Improvements provides specifics on proposed improvement projects.

The transmission water main from the Black Diamond Springs to the 0.5 million gallon (MG) Reservoir was replaced in 2021.

In its existing condition, the water system will be unable to serve the projected growth that the City is anticipating. However, only a few of the proposed improvement projects outlined in Chapter 9 – Water System Improvements are development-related projects that will be required based on the actual rate at which development occurs. Most improvements needed to serve the proposed developments will be funded by the MPDs. There are a few growth-related

projects that are upsizing and improving to the existing water system to accommodate the future growth and are shown in Chapter 9 – Water System Improvements since they will be designed and constructed by the City even though they are funded by the MPDs.

There are existing deficiencies to the system, such as the inability to meet fire flow requirements. These deficiencies are eliminated through the upsizing of water mains or looping of the water system. Other deficiencies to the distribution system include water mains constructed of asbestos cement.

Selection and Justification of Proposed Improvements

Projects were selected for inclusion in the program based on the following criteria.

1. Growth Related Projects (New Development) – The City is anticipating significant development to occur within the next several years. The proposed Capital Improvement Program includes growth-related projects to serve these proposed new developments.
2. Growth Related Projects (Existing System) – These are proposed projects to upsize and improve portions of the existing system that will not be able to adequately serve the system with the anticipated growth.
3. System Improvements – These projects are included to address existing system deficiencies such as inability to meet minimum fire flow requirements. These projects include upsized lines and system looping improvements.
4. Small Line Replacements – Projects have been included to replace all water main that is 4 inches and smaller.
5. Asbestos Cement Line Replacements – Projects have been included to remove all asbestos cement lines and replace them with ductile iron materials.

SOURCE ANALYSIS

The City has two sources of supply for its municipal water system – the Black Diamond Spring Field and a wholesale water agreement with the City of Tacoma (Tacoma). Details regarding the capacity and allowable withdrawal rates have been included in Chapter 2 –Water System Description. Prior to the Tacoma Intertie, the springs were the only source of drinking water for the area since the early 1900s.

WATER SUPPLY EVALUATION

An evaluation of the City's existing water supply was performed to determine the sufficiency of the combined supply of the City's municipal water right and wholesale agreements with the Tacoma to meet both existing and future water demands. Table 7.2, Existing Water Supply Evaluation compares the combined maximum reliable water supply from the sources with the MDD of the system, and the combined maximum allowable annual water supply volume of the sources with the average day demand of the system. As shown in Table 7.2, Existing Water Supply Evaluation, the City has sufficient water rights and wholesale agreements to meet existing demand.

Table 7.2
Existing Water Supply Evaluation

Source	Peak Supply (Qi or Reliable Pumping Capacity)		Annual Volume (Qa)	
	(gpm)	(gpd)	(afy)	(MG/Year)
Black Diamond Springs ¹	500	600,000	551.0	179.5
Tacoma Wholesale Intertie	3,456	4,977,000	2,478	807.4
Reliable Supply Available ²	3,956	5,577,000	3,029	986.9
Required Demand (2022)	518	745,456	334	109
Surplus or (Deficit)	3,439	4,831,544	2,695	878

(1) Represents reliable pumping capacity at North Bank Booster Pump Station.

(2) Assumes North Bank Booster Pump Station operates for no more than 20 hours per day.

Table 7.3, Future Water Supply Evaluation summarizes the results of the future water supply evaluation, which compares the combined supply of the City's municipal water right and wholesale agreements with the Tacoma with the system's future 20-year demand projections. The analyses considered future demand projections without water use reductions from the City's planned water use efficiency efforts. The only major increase in supply is from the upsizing of the pumps at the North Bank Pump Station, which will increase the reliable flow from the Springs from 500 gpm to 900 gpm when both pumps are running. The results of the future water supply evaluation indicate the City has sufficient water supply to meet the demands through the year 2039.

Table 7.3
Future Water Supply Evaluation

Source	Peak Supply (Qi or Reliable Pumping Capacity)		Annual Volume (Qa)	
	(gpm)	(gpd)	(afy)	(MG/Year)
Black Diamond Springs	750	900,000	551.0	179.5
Tacoma Wholesale Intertie	3,456	4,977,000	2,478	807.4
Reliable Supply Available	4,206	5,877,000	3,029	986.9
Required Demand (2042)	2,758	3,972,150	1,780	580
Surplus or (Deficit)	1,448	1,904,850	1,249	407

The City has a significant surplus of future water supply to meet the needs of the 20-year planning horizon. If the City's future water demands were to require the City to invest in utilizing reclaimed water, the City would need to build a wastewater treatment plant and supporting infrastructure. A portion of the City's wastewater is discharged to the Jones Lake pump Station. The City's remaining wastewater is discharged to King County wastewater facilities. As part of the agreement the Jones Lake Pump Station is operated and maintained by the King County Waste Water Division.

SUPPLY VULNERABILITY

Source Vulnerability

An engineering analysis was completed in 2003 of the Black Diamond Spring Field and the findings were documented in the *City of Black Diamond Springs – Vulnerability and Feasibility Study*. This study has been included in Appendix U – Springs Vulnerability and Feasibility Study. An additional study, *City of Black Diamond Spring Source Feasibility Analysis*, was completed in 2004 and presented a preliminary analysis of design alternatives for development of the springs. Most recently, a preliminary alternative analysis report was prepared in 2014 and is included in the appendix. This report was prepared by RH2 Engineering, Inc., to develop planning-level costs based on conceptual improvements required to improve reliability, better utilize the existing water rights, improve efficiency, reduce operating costs, and improve source quality protection of the City's existing water supply. The study shows that it may be more cost effective and more reliable to develop a new source on the north side of the Green River than to refurbish the existing facilities on the south side of the river and to provide adequate ground water under the influence of surface water (GWI) protections for the spring sources.

The intertie to the City of Tacoma was completed in 2006 and is expected to remain in service for at least the 20-year planning period covered by this WSP. At this time, the City has only used a minimal amount of water from this source – mostly only to flush the line to ensure the water remains fresh in case it is needed. This intertie was completed to plan ahead for the substantial population growth that the City is anticipating.

The City has sufficient capacity from the Spring Field and the Tacoma Intertie to accommodate current water demands, as well as projected water demands for the 6-year, 10-year, and 20-year periods. The existing transmission mains have sections that are undersized and constructed of asbestos cement (AC), so these sections will need to be upgraded.

Detailed information regarding the City's water rights has been presented in Chapter 2 – Water System Description. In addition, Chapter 4 – Water Demands includes calculations of projected water needs over the planning period. The City has sufficient water rights and reliable water supply to service the projected growth that the City is anticipated to experience over the next 20 years.

Collection Vulnerability

Potential problems with the source collection areas are primarily associated with the risks of damage due to erosion/landslides and contamination or damage to the springs by human and/or animal vandalism. In particular, Spring No. 1 has been experiencing erosion to the bank downstream of the spring. Additionally, Spring No. 3 had experienced surface water runoff crossing over the top and center of the collection area and was reconstructed to ensure the spring water is not contaminated. Spring 2 was taken offline because of GWI influence.

Transmission Vulnerability

On the south bank of the Green River, the spring transmission mains are old and undersized and are considered vulnerable to erosion, landslides, or flooding due to age and location on a very steep slope. The spring transmission main is exposed and cabled in some locations, which increases the chances of localized landslides. Additionally, tree uprooting, leaking, or natural ground erosion are concerns with this transmission main.

The transmission mains are attached to a footbridge, suspension bridge crossing the Green River. The ends of the cables suspending the bridge have suffered from significant corrosion and appear to be nearing the end of their useful life. Areas of the bridge are also in locations susceptible to tree fall. Bulkhead portions of the bridge are vulnerable to wash-out due to possible flooding of the river.

The Black Diamond Spring Field is located almost two miles southeast of the City's distribution system. Water is supplied via an existing 8-inch-diameter AC and 12-inch ductile iron (DI) transmission main to the 4.3 MG Reservoir. These lines are recommended to be upsized to accommodate future growth, and to be constructed of ductile iron materials.

TREATMENT CAPACITY ANALYSIS

CORROSION CONTROL

A 25-percent sodium hydroxide solution (NaOH) is used to reduce the acidity of the water and provide corrosion treatment for the City's water supply at the 4.3 MG Reservoir site.

DISINFECTION

Chlorination treatment for the City's water supply is provided at the North Bank Pump Station. The City produces sodium hypochlorite through the use of a 12 pound per day sodium hypochlorite generation system. This system was installed in 2016 and can be upgraded to a 24 pound per day system in the future.

STORAGE CAPACITY ANALYSIS

The City currently has two reservoirs for storage within the system. Details regarding these reservoirs have been provided in Chapter 2 – Water System Description. The 0.5 MG Reservoir was constructed in 1986 and is built of steel. The 4.3 MG Reservoir, also constructed of steel, was built in 2006. The 4.3 MG Reservoir is in good shape and considered to have sufficient remaining life over the 20-year planning period of this WSP. The 0.5 MG Reservoir needs to be recoated. The City will evaluate whether to recoat this tank or rebuild it at a better hydraulic grade line location based on future growth in the area.

Water from the springs and intertie is currently directed to the 4.3 MG Reservoir. This reservoir then supplies the 0.5 MG Reservoir as needed. The 0.5 MG Reservoir provides distribution to the 965 Pressure Zone. The 4.3 MG Reservoir provides distribution to the 850 and 750 Pressure Zones.

It is anticipated that potentially two additional reservoirs will be required during the 20-year planning period. The need for this additional storage capacity will be to serve projected growth, help maintain constant flows from the interties, and create open, as opposed to closed, pressure zones in proposed higher pressure zones in the City. Preliminary sizing of the future reservoirs has been provided by developers. It is anticipated that an additional 3.0 MG Reservoir and pump station will be constructed to serve the proposed Lawson Hills Development to provide water at a sufficient pressure in the higher elevations of the eastern portion of the service area. It is anticipated that this proposed reservoir will serve a future 1175 Pressure Zone. Additionally, a 1.3 MG Reservoir may be constructed as an elective to create an open zone in the southwestern portion of the water service area to serve the higher elevations of the Ten Trails at Black Diamond planned development. This reservoir will serve the 850 Pressure Zone and is not required to meet storage requirements or fire flow. The City will verify that service pressures, maximum pipe velocities, reliability, and redundancy are all adequately addressed at the time of design of the proposed infrastructure.

ANALYSIS CRITERIA

The existing and proposed storage facilities have been analyzed to ensure that there is sufficient capacity to meeting the existing and future storage requirements of the system. Storage needs have been analyzed based on the projected distribution of ERUs throughout the system. Table 7.4, ERU Distribution by Pressure Zone includes the assumed distribution of ERUs throughout the pressure zones as included in the computerized hydraulic model of the City's water system.

Table 7.4
ERU Distribution by Pressure Zone

Pressure Zone	2022	2024	2034	2044
	Existing	10-Year	10-Year	20-Year
	(ERU)	(ERU)	(ERU)	(ERU)
750 Pressure Zones (closed zone served by the 4.3 MG Reservoir)	400	4,191	4,233	4,276
850 Pressure Zones (4.3 MG Reservoir)	2,052	143	3,027	3,138
965 Pressure Zone (0.5 MG Tank)	110	465	489	515
1175 Pressure Zone (future 3.0 MG Reservoir)	0	853	898	945
Total	2,562	5,652	8,647	8,874

Basic physical data for both existing and proposed storage reservoirs has been included in Table 7.5, Storage Facility Data.

Table 7.5
Storage Facility Data

Reservoir Data	0.5 MG	4.3 MG	3.0 MG
	(Existing)	(Existing)	(Future)
Main Pressure Zone(s) Served	965 PZ	750 & 850 PZ	1175 PZ
Base Elevation (Feet)	930	780	1080 (assumed)
Diameter (Feet)	50	102	73 (assumed)
Height (Feet)	35	71	95 (assumed)
Overflow Elevation (Feet) or HGL	965	851	1,175
Volume per Height (gallon per vertical foot)	14,680	61,090	31,291
Total Volume (MG)	0.51	4.34	2.97
Highest Service Elevation (MSL)	860	760	1,080
Bottom of Standby Storage ¹ (MSL)	906	806	1,126
Total Usable Volume (MG)	0.51	2.74	1.53
Percent Usable to Total Volume	100%	63%	51%

(1) Calculated as the water surface elevation at which highest service elevation can be served with 20 psi.

Storage capacity has been analyzed for the following components: 1) operational storage; 2) equalizing storage; 3) standby storage; 4) fire suppression storage; and 5) dead storage.

Operational Storage

Operational storage is the volume of the reservoirs used to supply the water system under normal conditions when the springs and/or intertie are not delivering water to the system. This volume is associated with the elevation difference required for the pump level sensors which is an operational distance of 3 feet for each of the reservoirs.

Equalizing Storage

Equalizing storage is the volume of water used to supply the system at a minimum pressure of 30 psi at all service connections under peak demand conditions and when the system demand exceeds the total rate of supply by the springs and/or intertie. The formula used for reservoirs with electronic level controls is:

$$ES = (PHD - Q_s) * (150 \text{ min}), \text{ but in no case less than zero}$$

where, ES = Equalizing storage (gallons)

PHD = Peak Hourly Demand (gpm)

Q_s = Sum of all active source of supply capacities, except emergency sources of supply (gpm).

Standby Storage

Standby storage is the volume of water used to supply the water system under emergency conditions when supply facilities are out of service due to equipment failures, loss of supply, transmission main breaks, power outages, and any other situation that disrupts the supply source. Per DOH requirements, standby storage should never be less than 200 gallons per ERU.

For this WSP storage analysis, standby storage requirements were calculated with the 200 gallons per ERU equation.

Fire Suppression Storage

Fire suppression storage is the volume of storage used to supply water to the system at the maximum rate and duration required to extinguish a building with the highest fire flow requirement. Maximum fire flow requirements served by each of the reservoirs are outlined in Table 7.6, Maximum Fire Flows by Reservoir.

$$FSS = (FF) \times (t)$$

Where, FSS = Fire Suppression Storage

FF = Required Fire Flow rate (gpm)

t = Duration of time when Fire Flow rate is required (minutes).

Table 7.6
Maximum Fire Flows by Reservoir

Reservoir	Maximum Fire Flow Rate (gpm)	Duration (minutes)
0.5 MG (existing)	2,500	120
4.3 MG (existing)	3,500	120
1.3 MG (future)	3,500	120
3.0 MG (future)	3,500	120

Dead Storage

Dead storage is the volume of water in the reservoir that cannot be used because it is stored at an elevation that does not provide system pressures that meet the minimum pressure requirements established by DOH without pumping.

STORAGE REQUIREMENTS

An analysis of the required storage components indicates that there is sufficient storage capacity within the system for existing conditions as summarized in Table 7.7, Existing Storage Evaluation. Future storage evaluations looked on the reliable supply and storage available to each pressure zone. The results for the 10-year planning period of 2034 are summarized in Table 7.8, Future Storage Evaluation (2034); and for the 20-year planning period of 2044 are summarized in Table 7.9 Future Storage Evaluation (2044).

Table 7.7
Existing Storage Evaluation

Storage Component	Total System ¹ (gallons)	965 Pressure Zone (Served by 0.5 MG Reservoir) (gallons)	750 & 850 Pressure Zones (Served by 4.3 MG Reservoir) (gallons)
Operational Storage	227,300	44,000	183,300
Equalizing Storage	62,500	5,800	129,900
Standby Storage	512,415	22,000	490,415
Fire Suppression Storage	420,000	300,000	420,000
Total Storage Required	1,222,215	371,800	1,223,615
Total Storage Available	3,250,700	513,800	2,736,900
Surplus or (Deficit)	2,028,485	142,000	1,513,285

(1) Total system represents the system as a whole and is not equal to the sum of the volumes required by individual pressure zones since fire flow suppression is not cumulative per pressure zone.

Table 7.8
Future Storage Evaluation (2034)

Storage Component	Total System ¹ (gallons)	750 & 850 Pressure Zones (Served by 4.3 MG Reservoir) (gallons)	965 Pressure Zone (Served by 0.5 MG Reservoir) (gallons)	1175 Pressure Zone (Served by 3.0 MG Reservoir) (gallons)
Operational Storage	321,200	183,300	44,000	93,900
Equalizing Storage	22,800	69,800	0	0
Standby Storage	1,720,600	1,452,000	97,850	179,550
Fire Suppression Storage	420,000	420,000	300,000	420,000
Total Storage Required	2,163,400	2,125,100	441,850	693,450
Total Storage Available	4,777,700	2,736,900	513,800	1,527,000
Surplus or (Deficit)	2,614,300	611,800	71,950	833,550

(1) Total system represents the system as a whole and is not equal to the sum of the volumes required by individual pressure zones.

Table 7.9
Future Storage Evaluation (2044)

Storage Component	Total System ¹ (gallons)	750 & 850 Pressure Zones (Served by 4.3 MG Reservoir) (gallons)	965 Pressure Zone (Served by 0.5 MG Reservoir) (gallons)	1175 Pressure Zone (Served by 3.0 MG Reservoir) (gallons)
Operational Storage	384,600	246,700	44,000	93,900
Equalizing Storage	39,200	81,200	0	0
Standby Storage	1,765,400	1,482,800	103,000	189,000
Fire Suppression Storage	420,000	420,000	300,000	420,000
Total Storage Required	2,224,600	2,230,700	447,000	702,900
Total Storage Available	4,777,700	2,736,900	513,800	1,527,000
Surplus or (Deficit)	2,553,100	506,200	66,800	824,100

(1) Total system represents the system as a whole and is not equal to the sum of the volumes required by individual pressure zones.

OVERALL SYSTEM CAPACITY ANALYSIS

This section summarizes the various components of the water system that could limit the capacity of the City to serve future customers (e.g., supply, storage, and water rights) to determine the maximum number of ERUs it can serve. System capacity is useful in determining how much capacity is available in the water system to support new customers that apply for water service through the building permit process. The system capacity information, together with the projected growth of the system expressed in ERUs, as shown in Chapter 4 – *Water Demands*, also provides the City with a schedule of when additional system capacity is needed.

ANALYSIS CRITERIA

The capacity of the City's system was determined from the limiting capacity of the reliable supply, water rights, and storage. The supply capacity analysis was based on the limiting capacity of the supply facilities and the system's MDD per ERU. The annual water rights capacity evaluation was based on the existing annual water rights, as summarized in Chapter 6 – *Water Source and Quality*, and the system's ADD per ERU. The instantaneous water rights capacity evaluation was based on the existing instantaneous water rights, as summarized in Chapter 6 – *Water Source and Quality*, and the system's MDD per ERU. The storage capacity analysis was based on the total capacity of the storage facilities and the computed storage requirement per ERU. The storage requirement per ERU was determined from the existing storage requirements presented previously in this chapter and the existing number of ERUs presented in Chapter 4 – *Water Demands*.

SYSTEM CAPACITY

A summary of the results of the existing system capacity analysis is shown in Table 7.10, System Capacity Analysis. The results of the 2022 system capacity analysis indicate that the system can support up to a maximum of approximately 11,344 ERUs. The limiting system component is storage.

Table 7.10
Existing System Capacity

System Component	Existing Capacity	2024	2034	2044
System Capacity (ERU)				
Reliable Supply ¹	12,393	12,393	12,393	12,393
Instantaneous Water Right (Qi)	22,549	22,549	22,549	22,549
Annual Water Right (Qa)	15,022	15,022	15,022	15,022
Storage	11,344	11,600	16,516	16,137
850 BPS Reliable Capacity ²	1,733	1,733	1,733	1,733
System Demand				
750 Pressure Zone	400	4,191	4,233	4,276
850 Pressure Zone	2,052	143	3,027	3,138
965 Pressure Zone	110	465	489	515
1175 Pressure Zone	0	853	898	945
Total System ERUs	2,562	5,652	8,647	8,874
System Evaluation				
System Capacity Limit	11,344	11,600	12,393	12,393
Total ERUs	2,562	5,652	8,647	8,874
Surplus or Deficit	8,782	5,948	3,746	3,519

(1) Based on the reliable pumping capacity of existing North Bank Booster Pump Station and the capacity of the City of Tacoma Intertie during MDD.

(2) The capacity was assumed to be 650 gpm and run no more than 20 hours per day.

It is the City's goal to improve Water Use Efficiency (WUE) and reduce distribution system leakage. The goal will be to reduce demand by 5 percent in both the 10-year and 20-year horizons. A summary of the results of the future system capacity analysis, is shown in Table 7.10, System Capacity Analysis. The results of the system capacity analysis indicate that the system can support up to a maximum of approximately 12,393 ERUs. The limiting component is supply. This analysis assumes that the 3.0 MG Reservoir will be constructed within the next 10 years; therefore, the results are the same for both the 10-year and 20-year horizons.

In the future, the City's limiting capacity is reliable supply (pumps and pipes). With a 5 percent reduction in water usage per customer, or 171 gallons per day per ERU, the City's future storage requirement and projected MDD would decrease slightly. The reduction in water use would result in realized excess capacity of approximately 500 ERUs. This total number of ERUs does include ERUs consumed by non-metered and distribution system leakage usage.

The use of reclaimed water would require construction of a water treatment plant and revisions to the City's wastewater conveyance system. King County WTD currently operates and maintains the Black Diamond Pump Station at Jones Lake, sewer force main, and the sewage trunk line that runs to Soos Creek Sewer District lift station. The use of reclaimed water is not integrated in the City's planning horizon addressed in this plan.

8 | OPERATION AND MAINTENANCE



Emergency Power Generator

Water Meters

WATER SYSTEM MANAGEMENT AND PERSONNEL

The City of Black Diamond (City) operates with a Mayor-Council form of government with the Mayor acting as the chief administrative official and the City Council acting as the legislative function. The Mayor is assisted with the administrative oversight by a City Administrator who performs the day to day management of the organization. The Public Works Department operates the City's water system and is led by a Director who is assisted as needed by a superintendent, operator, five utility workers and admin staff.

The Public Works Director is the initiator of the department's budget proposals, which are reviewed, modified as needed, and approved through the City's administrative review and Council adoption process. The Public Works Director would also be the person who would most often respond to complaints and establish overall department policy and set department priorities.

The Public Works Superintendent is charged with the day to day operational responsibilities of the water utility. Those responsibilities include operation and maintenance responsibilities,

preventive maintenance, field installation and repair judgments, water quality monitoring, and management of the City's cross-connection control program. The Public Works Superintendent would also respond to water quality issues, system failures and manage various investigative and research programs. Utility billing for the system is accomplished through the field meter reading managed by the Public Works Superintendent, and the administrative function of creating bills and collecting payments that is provided through the City Clerk's office.

On issues requiring more formal notification or responses to the public or press, the Public Works Director would serve as a technical advisor to the City Council in formulating the appropriate responses/notifications to the public/press.

OPERATOR CERTIFICATION

The City has a responsibility to comply with regulations established by the Washington State Department of Health (DOH) Washington Administrative Code (WAC) Chapter 246-292. This requires the City to employ the services of a Water Distribution Manager (WDM) who is in responsible charge of the daily operational activities of the system. This position is required to maintain their currency in the field by obtaining not less than three continuing education units (CEUs) within a specified three-year time frame. Common sources of that training include seminars put on by the American Water Works Association (AWWA) or Washington Education and Training Resources Center (WETRC).

The City meets these requirements through the Superintendent position currently held by Mr. Jesse Stavano. Mr. Stavano is certified as a WDM-3 and is supported by the City's training budget to meet his department's ongoing training and education requirements.

It is important that anyone who assists the Public Works Superintendent be trained as well. At a minimum, the water maintenance staff should be trained in confined space, trenching and shoring, cross-connection control, asbestos cement pipe safety, and traffic flagging.

SYSTEM OPERATION AND CONTROL

MAJOR SYSTEM COMPONENTS

The water system map, included in Figure 2.3 – Existing Water System, provides the location of the City's major water system components. Each major component is listed below with a description of their normal operation procedures.

Black Diamond Spring Field

The City currently collects water from a hydraulically interconnected field of springs known as the Black Diamond Spring Field. The springs have two points of collection currently in use. This currently serves as the City's primary source of water. Refer to the description provided in Chapter 2 – Water System Description for a more detailed discussion of this facility.

City of Tacoma Interties

The City also has a secondary source of water supplied by agreement from the City of Tacoma (Tacoma) by two intertie connections with Tacoma's Second Supply Pipe Line (SSPL). This will

become a primary source when the City's growth exceeds the ability of the City's spring field to meet demands. Currently, this source is accessed only to ensure reliability; it is turned off and can only be turned on for emergencies by calling Tacoma.

Storage Reservoirs

The City currently operates with two storage reservoirs. The first reservoir provides 0.5 million gallons (MG) of storage and provides service to the 965 Pressure Zone. The City's supervisory control and data acquisition (SCADA) system controls the pumping system and records the volume of water pumped to this reservoir. The second reservoir provides 4.3 MG of storage and provides direct service to the 850 Pressure Zone and via pressure reducing valves (PRVs) to the lower 750 Pressure Zone. It also serves as the source of supply to the 0.5 MG Reservoir via the pumps located at the 4.3 MG Reservoir site.

Pumping Facilities

The City has two active pumping facilities for moving water from its sources of supply to its reservoirs.

The first is the pumping facility located on the north bank of the Green River. It is fed by gravity from the springs, treated with chlorine, and then pumped to the 4.3 MG Reservoir in the 850 Pressure Zone. This pumping facility is equipped with emergency power generation capability.

The second pumping facility is located at the 4.3 MG Reservoir site. It is used to pump water from the 4.3 MG Reservoir to the 0.5 MG Reservoir in the 965 Pressure Zone. This pumping facility is equipped with emergency power generation capabilities.

Water Treatment Systems

The City currently has two water treatment facilities. The first is a chlorination system located at the North Bank Pump Station used for disinfection. The City produces sodium hypochlorite through the use of a 12-pound brine generating system. The second treatment facility is a corrosion treatment system located at the 4.3 MG Reservoir site. Corrosion treatment is provided through the use of a 25-percent sodium hydroxide solution.

Valves

The City currently operates with three pressure zones. These pressure zones are defined through the utilization of four PRVs throughout the system and the use of closed valves.

Additionally, there are numerous valves throughout the system to isolate segments of water main in the event of repairs, emergencies, and construction projects. There are also numerous hydrant valves throughout the system to control flow to fire hydrants.

ROUTINE SYSTEM OPERATION AND MAINTENANCE

Routine maintenance activities help to preserve the value of the water system and to ensure that the utility can continue to operate in an efficient manner. In a water system, maintenance

is essential to ensure that the system can fulfill the safety and health requirements of the customers.

The City conforms to all recommended maintenance tasks as published by equipment suppliers as a minimum standard for maintenance activities. Regular operational tasks for City staff are outlined in Table 8.1, Routine Operations and Preventative Maintenance. Sample forms to be used in documenting and recording maintenance activities have been provided in Appendix V – Operations and Maintenance Forms.

Table 8.1
Routine Operations and Preventative Maintenance

Facility	Activity	Frequency
Black Diamond Spring Field	Clean screens. Inspect for leaks and proper operation. Inspect for animal intrusion.	2-3 times per week
	Maintaining access roads.	As Needed
	Clearing brush from area of springs. Maintain perimeter fence.	As Needed
City of Tacoma Intertie	Inspect for proper operation to ensure intertie is readily available as needed.	Monthly
	Flushing line.	Semi-Annually
Reservoirs	Inspect exterior components of the reservoirs. Inspect for vandalism. Record levels.	Daily
	Inspect screens, vents, and hatch seals. Repair or replace screens and seals as needed.	Monthly
	Operate reservoir drain and run reservoir to overflow. Inspect tank interior. Clean and/or repaint interior and exterior as needed.	Annually
Pumping Facilities	Inspect pump stations.	Bi-weekly
	Inspect condition of pump motors and lubricate as necessary. Replace pump oil. Inspect pump station buildings and piping. Repaint and repair as needed.	Annually
	Maintaining access roads.	As Needed
	Fuel and maintenance required for backup power sources. Security and communications to SCADA. Collect meter data.	As Needed
Treatment Facilities	Replenish chlorine and hypochlorite. Inspect day tanks. Maintain feed lines and metering pumps.	As Needed
Pressure Reducing Valves (PRVs)	Inspect for proper operation.	Quarterly, or additionally as system pressures require
Distribution System Valves	Inspect valves for proper operation.	Semi-Annually
Air/Vacuum Valves	Inspect valves for proper operation.	As Needed
Fire Hydrants	Inspect hydrants, exercise valves, and conduct flow testing.	Annually (by Public Works)
Blowoff Assemblies	Flush lines to remove stagnant water and debris.	Bi-Annually
Meters	Test and calibrate source meters.	Every Five Years
	Replace worn or defective meters.	As needed
Telemetry & Control Systems	Backup program and data.	Daily
	Visually inspect cabinets and panels for damage, dust, and debris. Test alarm indicator units. Clean and flush all pressure sensitive devices.	Semi-Annually

EQUIPMENT, SUPPLIES, AND CHEMICAL LISTING

The City utilizes the equipment included in Table 8.2, Operation and Maintenance Equipment to perform routine operation and maintenance of the water system.

Table 8.2
Operation and Maintenance Equipment

Equipment
2005 Dodge 4x4 Quad Cab Pickup Truck
2016 Dodge 3500 Pickup
2014 Chevy CK2500 Pickup Truck
2006 4500 Chevy Flat Bed Truck
2019 Dodge 4x4 Quad Cab
John Deere 50 Mini Traxhoe
Louisville 5-yard Dump Truck
2012 Vactor Trailer
1998 John Deere Backhoe
1974 John Deere Grader
Miscellaneous Tools, Etc.

Additionally, Table 8.3, Chemical Supplies lists chemicals that are maintained on hand in order to operate the system.

Table 8.3
Chemical Supplies

Chemical	Amount (gallons)
0.8% Sodium Hypochlorite	44
25% Sodium Hydroxide	1,200

COMPREHENSIVE MONITORING PLAN

The City conducts regular water quality testing to ensure that a safe product is being distributed to its customers in conformance with DOH regulations. A copy of the City's Coliform Monitoring Plan has been included in Appendix P – Coliform Monitoring Plan. Additionally, copies of recent water quality test results have been included in Appendix N – Water Quality Testing. Further details regarding water quality monitoring requirements have been included in Chapter 6 – Water Source and Quality.

EMERGENCY RESPONSE PROGRAM

Utility emergency planning can be defined as the activities that prepare a utility to respond to an emergency situation. Emergencies can be small or large with respect to their effects on utility operations and service.

Many utilities cope with smaller scale or routine emergency situations frequently, perhaps weekly or daily. Larger scale or “disaster emergency” situations occur far less frequently, but many aspects or effects of a disaster manifest themselves in the same way as the routine emergencies. In many respects, a disaster can be thought of as the simultaneous occurrence of many smaller scale emergencies. If a utility is well prepared to handle the routine emergencies, then they will be better prepared to handle the more serious ones as well.

PRIORITY SERVICES LIST

In certain instances, particularly during an emergency, it is not possible to provide advanced notice of a water shut down. However, there are certain water customers that must be notified in the event of a disruption of service. Critical among these in the City are kidney dialysis patients. A current list of customers with dialysis machines requiring an uninterrupted supply of water must be maintained. The list must be updated regularly by the City. Customers on the priority list are notified prior to emergency shut down of water service.

AFTER HOURS EMERGENCY CALLOUT

System operators are notified at home of an emergency condition after hours by either City staff directly or a call to the Public Works Utility Emergency cell phone. The situation is assessed by the operations staff person responding to the emergency, and the repairs are completed. As was previously indicated, there are sufficient materials available onsite to make the necessary repairs. An emergency call list has been provided in Table 8.4, Emergency Call List.

Table 8.4
Emergency Call List

Contact	Phone Numbers
Emergency Service	911
Public Works – Utility Emergency Phone	(360) 851-4568
City Hall	(360) 851-4500
Power: Puget Sound Energy and Gas	
Business & Power Outages	(800) 321-4123
Chemical Supplies	
All Pure Chemical	(360) 673-5215
Van Waters and Rogers	(800) 562-4860
Pipe and Fitting Suppliers	
H.D. Fowler	(800) 927-5699
H.D. Supply	(206) 722-4800
Testing Lab (Coliform)	
Department of Health	(206) 361-2800
Water Management Lab	(253) 531-3121
Telephone: CenturyLink Communications	
Business	(800) 603-6000
Repair	(800) 954-1211

In the event of a major disaster:

- a. All staff should report to City Hall upon learning of the disaster.
- b. During the ensuing survey of the system's facilities for damage, use of the radio should be kept to a minimum and limited to the transmitting of important information.
- c. Upon a request to clear the air, all operators should standby for emergency instructions.
- d. All contact with the media should be through the Mayor only. This is critical as it will minimize the amount of misinformation that typically accompanies such events.
- e. It is important to stick to the task at hand until the damage to the system has been evaluated and City staff have declared that the water system emergency status has been terminated. The damage to the water system must be evaluated to prevent, where possible, loss of life, bodily injury, property damage, and contamination as a result of the damage to water system facilities. All City and

King County forces will be overburdened at such times, but it is not the role of the City personnel to assist Police, Fire, or other personnel unless directed to do so or until released from the emergency work associated with the water system facilities.

EMERGENCY RESPONSE PLAN

Emergency responses for the springs, reservoirs, and distribution system have been identified for the following emergencies: power failure; severe earthquake; severe snowstorm; and contamination of water supply or spring field washout.

Power Failure

Various types of weather can cause loss of power (i.e., wind, lightning, freezing rain, and freezing snowstorm). Power is provided by Puget Sound Energy, and City staff report approximately one power outage per year. Table 8.5, Power Failure Emergency Response, summarizes action recommendations for a power failure event.

Table 8.5
Power Failure Emergency Response

System Component	Action
Pumps: Electric pump will shut off and system will automatically switch to backup power	Verify backup power is working.
Reservoirs: Water level may fall if system demand exceeds supply	Check reservoir level and notify customers to curtail water use if reservoir level continues to drop – increase pumping.
Distribution System: Pressure will drop if reservoir level drops	Continuously monitor reservoir level, implement water restrictions if needed.

Severe Earthquake

Although severe earthquakes are rare, the City may be vulnerable if facilities are damaged. The City should obtain the ability to procure trucked-in water. Table 8.6, Severe Earthquake Emergency Response, summarizes action recommendations for a severe earthquake event.

Table 8.6
Severe Earthquake Emergency Response

System Component	Action
Springs: Structural damage may have occurred and/or mechanical damage to pumps or piping may have occurred	Check pumps and mechanical piping.
Reservoirs: Reservoir may be leaking or structurally damaged	Check reservoir for structural damage and drain if necessary.
	Check reservoir for cracks and leaks and seal or drain as required.
	Bypass reservoir and run system from pumps only.
Distribution System: Distribution and transmission mains may be broken	Isolate broken sections and repair.

Severe Snowstorm

Heavy snowfall will bring motor vehicle traffic to a standstill. Employees will not be able to reach the problem area. Power outages may occur. Water supply should not be interrupted. Table 8.7, Severe Snowstorm Emergency Response, summarizes action recommendations for a severe snowstorm event.

Table 8.7
Severe Snowstorm Emergency Response

System Component	Action
Pumps and Springs	No immediate effect – snow may prevent access. Clear snow from access roads.
Reservoirs	No immediate effect – snow may prevent access. Clear snow from access roads.
Distribution System	Crew transportation to monitor system and to make repairs will be limited. City crews will plow important streets – contact State Highway Department to expedite plowing to any problem area under their jurisdiction. Have chains or other snow gear in readiness for maintenance equipment. Valve location maps should be made available for maintenance personnel and should be kept current. Clear snow from fire hydrants.

Contamination of Water Supply

Contamination of the water supply might occur due to main breaks or pollution from an isolated source. Redundant source capacity and the ability to isolate the reservoirs help to reduce the City's vulnerability. Table 8.8, Contamination of Water Supply Emergency Response, summarizes action recommendations for a contamination of the water supply event.

Table 8.8
Contamination of Water Supply Emergency Response

System Component	Action
Springs: Isolate source of contamination	Close valves as required and isolate source of contamination.
	Repair and/or otherwise remove source of pollution.
	Flush previously contaminated section and test until free of contamination prior to resumption of use.
Reservoirs: Chlorinate	Isolate contaminated reservoir from system and decide method of disinfection.
	Inspect vent screens, hatches, and piping to try and identify the source of contamination.
	If reservoir water is considered unsuitable for consumption due to stagnation, etc., consider draining, cleaning, and disinfecting reservoir.
	If water surface needs skimming, consider overflow reservoir and then disinfect contents.
	Disinfect reservoir with chlorine as required by AWWA standards – take bacteriological samples and return reservoir to service when results are satisfactory.
Distribution System: Isolate source of contamination	Close valves as required to isolate source of contamination.
	Repair and/or otherwise remove source of pollution.
	Flush previously contaminated section and test until free of contamination prior to resumption of use.

SAFETY PROCEDURES

Safety is the highest concern and responsibility of all water operations and maintenance staff. First aid kits are available at all Public Works buildings and in each maintenance vehicle. Table 8.9, Safety Procedures identifies safety procedures to be followed for operations and maintenance tasks that are associated with the City's water system.

Table 8.9
Safety Procedures

Hazardous Condition	Safety Procedure
Use of Chlorine and Chlorine Products	Handle with care, provide adequate ventilation, and wear safety glasses and rubber gloves. Detailed handling procedures are found in the respective Material Safety Data Sheets (MSDS).
Use of Sodium Hydroxide	Handle with care, provide adequate ventilation, wear safety goggles, apron, and rubber gloves. Keep container tightly closed, store in a dry, corrosion-proof area. Never return contaminated material to its original container. Immediately contact the chemical supplier / manufacturer for handling instructions if drums of caustic appear to be swollen. Detailed handling procedures are found in the respective MSDS.
Working in Confined Spaces	Follow State requirements for confined space entry.
Working around Heavy Equipment	Obtain proper training and follow all safety procedures. Use noise protection equipment.
Working in Traffic Areas	Wear proper clothing and provide adequate signage and flagging for work area. Refer to the Manual of Uniform Traffic Control Devices (MUTCD) for current requirements.
Working on or Around Water Reservoirs	Follow proper safety harness procedures for working on tall structures.
Working in or around Pump Stations	Obtain proper training and follow all safety procedures for working on pumps and electrical equipment. Use noise protection equipment.
Working on Asbestos Cement (AC) Water Main	Obtain proper training and follow all safety procedures for working with asbestos materials.

CROSS-CONNECTION CONTROL PROGRAM

The City has developed a Cross-Connection Control policy to prevent contamination of the City's water supply. A copy of the City's Cross Connection Control Program has been included in Appendix S – Cross Connection Control Program.

CUSTOMER COMPLAINT RESPONSE PROGRAM

The City has received few written complaints, and periodically receives telephone calls from customers with questions or concerns. Any comments or concerns are recorded by the utility clerk and written on a work order form for the utility department to address on a daily basis. The calls are typically infrequent and involve low impact issues. There does not appear to be a trend or pattern to the calls that have been received to date.

RECORDKEEPING AND REPORTING

The City maintains thorough records for water system related data such as customer billing records, source meter readings, and water quality testing. All records are annually stored onto electronic media (i.e., discs or CDs) that are kept in the Public Works office at City Hall. All test results are kept and filed in the Public Works utility file cabinet at City Hall.

9 | WATER SYSTEM IMPROVEMENTS



Black Diamond Springs



Tee and Valve Cluster

INTRODUCTION

This chapter presents proposed improvements to the City of Black Diamond's (City) water system that are necessary to resolve existing system deficiencies. It also gives overview of major projects that may be necessary to accommodate the projected growth of water customers. Most of the distribution-related improvements necessary to serve the master planned developments (MPDs) are being planned and constructed by the MPDs, and details of those projects are not included in this chapter.

Water system improvements were identified from an evaluation of the results of the water system analyses presented in Chapter 7 – Water System Analysis. Where applicable, the water system improvements were sized to meet both the existing and future demand conditions of the system.

A Capital Improvement Program (CIP) number, herein referred to as a CIP number, has been assigned to each improvement. The locations of major water system improvements are shown in Figure 9.1, Proposed Water System Improvements. The improvements also are illustrated in the hydraulic profile of the future water system, which is shown in Figure 9.2, Proposed

Hydraulic Profile. The improvements are organized and presented in this chapter according to the following categories.

- Water Main Improvements
- Supply Improvements
- Storage Improvements
- Facility Improvements
- System-Wide Improvements

The remainder of this chapter presents a brief description of each group of improvements, the criteria for prioritizing improvements, the basis for the cost estimates, and the schedule for implementation.

IDENTIFYING AND PRIORITIZING IMPROVEMENTS

This chapter presents the proposed projects and schedule for the City's 10-year CIP in accordance with the requirements of Washington Administrative Code (WAC) 246-290-100.

The projects were selected to address existing deficiencies and expected growth within the water system customer base. In identifying projects, the plan looked at the supply system, storage requirements, and transmission and distribution needs. The projects were evaluated considering health standards, land use, supply requirements, system reliability, capital investment requirements, consistency with regional plans, and environmental impacts, among others.

Projects were selected for inclusion in the program based on the following criteria:

1. Growth-Related Projects (New Development) – The City is anticipating significant development to occur within the next several years. The proposed CIP includes growth-related projects to serve these proposed new developments.
2. Growth-Related Projects (Existing System) – These are proposed projects to upsize and improve portions of the existing system that will not be able to adequately serve the system with the anticipated growth.
3. System Improvements – These projects are included to address existing system deficiencies, such as inability to meet minimum fire flow requirements. These projects include upsized lines and system looping improvements.
4. Small Line Replacements – These projects have been included to replace all water mains that are 4 inches and smaller.
5. Asbestos Cement Line Replacements – These projects have been included to remove all asbestos cement water mains and replace them with ductile iron materials.

FUNDING SOURCES

Four major funding sources have been identified for funding the proposed improvement projects: 1) system development charges; 2) commodity rates; 3) grants; and 4) MPD funds.

System development charges have been identified as a funding source for projects that are to be funded outright by developments as extensions to the system, but do not include the MPDs, as they have a separate funding agreement, one of which being the WSFFA. Commodity rates and grants have been identified as a funding source for projects that address existing system deficiencies.

Additional discussion regarding the funding of improvements is included in Chapter 10 – Financial Analysis.

PROPOSED IMPROVEMENTS

This section provides general descriptions of the 10-year capital improvement projects and an overview of the deficiencies they will resolve. Several of the improvements are necessary to resolve existing system deficiencies. However, several improvements have been identified to illustrate the major facilities that will be required as development occurs. Additional developer-funded projects include localized, on-site water main improvements that are not associated with overall water distribution but are necessary when the property served by the water main is redeveloped or expanded. The costs associated with these improvements shall be borne by the developers, rather than the existing water customers.

CIP No. W1 – Springs Supply Reconstruction

Description

This project will protect and rehabilitate the City's existing springs source, replace pipes, reconstruct the Green River crossing, and update facilities. This will include new pumps, replacing pipes on steep slopes, and replacing the transmission main from the pump station to the City's distribution system.

Background

In late 2013, the City contracted with RH2 Engineering, Inc., to study and compare two alternative concepts to improve and redevelop the springs to full water right capacity. The *Springs Alternative Analysis Study* recommended that the City pursue tapping an artesian spring on the north side of the river rather than reconstructing the spring collection system on the south side. After discussions with the Washington State Department of Health (DOH) and Department of Ecology, it was determined that it was infeasible for the City to transfer its water right to the north side of the Green River. Therefore, the City will improve the springs facilities at their current locations. This is a capacity and system reliability project funded by the Water Supply and Facilities Funding Agreement (WSFFA).



CIP No. W2 – North SR 169 Water Main

Description

Replace 8-inch AC water main along the eastern shoulder of SR 169 from Summit Drive to the south of Summit Ridge hiking trail, connecting to an existing 8-inch main along the western

shoulder of SR169, and looping the water main. A total of approximately 1,630 feet of water main will be replaced.

Background

This project will improve fire flows to the Morganville area and replace substandard pipe that is nearing its useful performance life. An income survey will be required to determine eligibility for additional Community Development Block Grant Funding. Further future study of the existing AC water mains may show that a different AC water main should be replaced earlier than this section of water main. Leak history, street reconstruction projects, pavement condition, developer improvements, and AC pipe strength tests may change the priority of this replacement.

CIP No. W3 – 0.5 MG Water Reservoir Recoat

Description

Repaint the 0.5 MG Reservoir inside and out. This project will add equipment for water mixing in the tank to eliminate stagnation and ensure chlorine residuals remain at optimum levels prior to distribution.

Background

The City drained and inspected the interior of the water tank in 2015. The interior coating has deteriorated to a point where total recoating is needed. If the Lawson Hills developer were to move forward with development above this reservoir, it may be a better solution to rebuild the storage capacity at a higher elevation. However, the lower reservoir would need to last until the higher one is built. This project may be pushed out a few more years while waiting for the development schedule for Lawson Hills in order to decide to defer the project for a few more years or move forward and paint the tank and preserve it.



CIP No. W4 – 4.3-Million Gallon Reservoir Maintenance and Repairs

Description

The 4.3-million-gallon (MG) Reservoir will be 14 years old in 2020. The interior will need inspection. The exterior will need cleaning and potentially spot treatment where the coating is damaged.

Background

This project is a maintenance project and should extend the life of the coating by 10 years or more.



CIP No. W5 – 3.0 MG Reservoir for 1175 Pressure Zone

Description

New developments to the east of the City's existing water system will require service to an upper pressure zone. A 3.0 MG Reservoir will be required to provide open pressure zone service to the area.

Background

The increase in development to the east of the City's existing water system will require service to an upper pressure zone that will serve the Lawson Hills development. Future design and engineering will be necessary to determine the size and location of the reservoir. This is a capacity and system reliability project funded by the WSFFA.

CIP No. W6 – Booster Pumps to 1175 Pressure Zone

Description

New developments to the east of the City's existing water system will require service to an upper pressure zone. A booster pump station and installation of watermain will be required to provide service to the area.

Background

The increase in development to the east of the City's existing water system will require service to an upper pressure zone that will serve the Lawson Hills development. Future design and engineering will be necessary to determine the exact size and location of the booster pumps and watermain.

CIP No. W7 – Springs Power Turbine

Description

Upgrade the City's existing power generated turbine facility located on the Green River at the Black Diamond Springs site.

Background

The City has an existing non-consumptive water right at the Springs site for power generation. The existing facility is outdated and currently offline. This project will replace the turbine equipment and upgrade the existing facility. Power generated will be used to run the North Bank Pump Station or be sold to the power grid to generate money for the water utility.

CIP No. W8 – Rates Study

Description

Conduct a rate study to re-evaluate the City water utilities' financial situation to ensure that commodity rates and capital facility charges can adequately fund the operation and maintenance of the City's water system.

Background

The current rate study specifically evaluated the financial viability of the next six years of the water utility and its ability to fund the 10-year CIP. Updating the rate study should be done periodically to reflect current growth rates, financial markets, and fund balances.

CIP No. W 9 – Morganville North – AC Water Main Replacement

Description

Replace 4-inch and 6-inch AC water main on Morgan Drive from Roberts Drive to the north end of Morgan Drive, east to Union Street, and then south 350 feet to the existing ductile iron pipe. A total of 1,600 feet of water main will be replaced.



Background

This project will improve fire flows to the Morganville area and replace substandard pipe that is nearing its useful performance life. An income survey will be required to determine eligibility for additional Community Development Block Grant Funding. Further future study of the existing asbestos water mains may show that a different AC water main should be replaced than this particular section of water main. Leak history, street reconstruction projects, pavement condition, developer improvements, and AC pipe strength tests may change the priority of this replacement.

CIP No. W10 – Pacific Street Loop – AC Water Main Replacement

Description

Construct 2,000 linear feet of 8-inch ductile iron water main from the intersection with Pacific Avenue to Old Lawson Road to provide system looping.

Background

The homes on 5th Avenue, Pacific Avenue, Pacific Street, and Old Lawson are all on dead-end mains that can cause water quality issues, reduce fire flow availability, and cause interruption of service to more people when a water main needs to be shut down. Easements will be needed to complete the water main loop.



CIP No. W11 – 3rd Ave and Park Street Water Main Replacement

Description

Construct 1,750 linear feet of 8-inch ductile iron water main from the intersection of Roberts Drive and 3rd Avenue along 3rd Avenue to Park Street.

Background

This project will replace old AC main along 3rd Avenue and improve water main looping in the downtown area improving water system reliability.

CIP No. W12 – Morgan Street – AC Water Main Replacement Phase 1

Description

Replace 1,800 feet of 6-inch AC water main from Roberts Drive to Abrams Avenue with a 12-inch ductile iron water main.

Background

The City recently completed the downtown water main improvement project, and this would continue improvements down Morgan Street. The remainder of Morgan Street will be completed in the future.

CIP No. W13 – Morgan Street – AC Water Main Replacement Phase 2

Description

Replace 1,400 feet of 6-inch AC water main from Abrams Avenue to the Railroad Avenue with a 12-inch ductile iron water main.

Background

The City recently completed the downtown water main improvement project, and this would continue improvements down Morgan Street. The remainder of Morgan Street will be completed in the future.

CIP No. W14 – Diamond Square Water Main

Description

Install a 12" ductile iron water main along the eastern shoulder of SR 169 fronting the Diamond Square property. The project will connect 2 existing 12" water mains and create a more complete loop along SR 169. A total of approximately 400 feet of water main will be installed.

Background

This project will improve fire flows to the SR 169 area and provide the ability for future development further north along SR 169 to continue. Further future study of the existing AC water mains may show that a different AC water main should be replaced earlier than this section of water main. Leak history, street reconstruction projects, pavement condition, developer improvements, and AC pipe strength tests may change the priority of this replacement.

CIP No. W15 – Develop Water Quality Analysis Strategy

Description

The City has recently constructed a new intertie with the City of Tacoma. As the City continues to grow and upgrade its spring facilities, more water from the Tacoma interties will be required to supply the water system. This project would analyze the flows through the interties in conjunction with water sampling data to develop operating procedures. The goal would be to improve the blending and combined quality of the two water sources.

Background

This project will improve monitoring procedures and operational considerations for utilizing multiple sources that supply the City's water system.

CIP No. W15 – Leak Detection Program

Description

Prepare and implement a leak detection program to identify, monitor, and reduce non-billed and unauthorized water uses.

Background

Over the last three years, the City's unauthorized and/or distribution system leakage has increased substantially. This program will conduct a leak detection program and develop improved ways to monitor and reduce unauthorized uses.

CIP No. W16 – O&M Programs

Description

Develop various programs to help operate and maintain the City's water system.

Background

Prepare and implement various programs as needed, including a unilateral flushing program, fire hydrant and valve programs, a meter replacement and calibration program, and other projects to facilitate the effective operation of the City's water system.

The proposed improvement projects are presented in Table 9.1, Proposed 10-Year CIP.

Table 9.1
Proposed 10-Year CIP

CIP No.	Description	Category	Size	Estimated Total Project Cost	City's Share of Cost	Year
10-Year CIP						
W1	Springs Supply Reconstruction	Water Main and Supply	3,170 LF	WSFPP	\$ 0	2024
W2	North SR 169 Water Main	Water Main	1,000 LF	\$ 1,000,000	\$ 1,000,000	2025
W3	SCADA Improvements	System-Wide	--	--	\$ 750,000	2025
W4	3.0 MG Reservoir for 1175 Pressure Zone	Storage	3.0 MG	Developer	\$ 0	2026
W5	Booster Pumps to 1175 Pressure Zone	Supply	1,000 gpm	Developer	\$ 0	2026
W6	Morganville North - AC Water Main Replacement	Water Main	2,500 LF	\$ 1,900,000	\$ 1,900,000	2027
W7	3rd Ave and Park Street to Roberts Drive Replacement	Water Main	1,750 LF	\$ 1,320,000	\$ 1,320,000	2028
W8	Morgan Street AC Replacement Ph 1	Water Main	1,800 LF	\$ 1,400,000	\$ 1,400,000	2028
W9	Morgan Street AC Replacement Ph 2	Water Main	1,400 LF	Developer	\$ 0	2029
W10	Diamond Square Water Main	Water Main	400 LF	Developer	\$ 0	2029
W11	Leak Detection Program	System-Wide	annually	\$ 10,000/year	\$ 10,000/year	2024-2029
W12	O&M Programs	System-Wide	annually	\$ 10,000/year	\$ 10,000/year	2024-2034

Planning, prioritizing, scheduling, and funding capital improvements for the next 10 years after the 10-Year CIP projects have been completed is more speculative, and many adjustments and additions to the 20-year CIP are to be expected. The 20-year CIP included in this plan is mainly meant to help the City plan for future repair and replacement projects. The proposed improvement projects for potential projects in the years 2029 to 2039 are presented in Table 9.2, Proposed 20-Year CIP.

Table 9.2
Proposed 20-Year CIP

CIP No.	Description	Category	Size	Estimated Total Project Cost	City's Share of Cost	Year
20-Year CIP						
W13	Climate Change Evaluation	System-Wide	1 each	\$ 100,000	\$ 100,000	2034
W14	Pacific Street Water Main Loop	Water Main	2,000 LF	\$ 1,500,000	\$ 1,500,000	2034
W15	Water System Plan Update	System-Wide	1 each	--	\$ 200,000	2034
W16	0.5 MG Reservoir Recoat	Storage	entire tank	\$ 750,000	\$ 750,000	2035
W17	4.3 MG Reservoir Maintenance and Repairs	Storage	spot repairs	\$ 1,000,000	\$ 1,000,000	2035
W18	Springs Power Turbine	System-Wide	1 each	\$ 40,000	\$ 40,000	2036
W19	3rd Ave and Lawson St to Lawson St and Newcastle Dr Water Main Replacement	Water Main	2,000 LF	\$ 1,500,000	\$ 1,500,000	2037
W20	5th Ave and Lawson St to 5th Ave and Baker St Water Main Replacement	Water Main	1,000 LF	\$ 800,000	\$ 800,000	2038
W21	3rd Ave and SE 332nd St to 3rd Ave and Lawson St Water Main Replacement	Water Main	2,250 LF	\$ 1,700,000	\$ 1,700,000	2039
W22	Miner Street Water Main Loop	Water Main	1,500 LF	\$ 1,200,000	\$ 1,200,000	2040
W23	Abrams Ave Water Main Extension	Water Main	2,800 LF	\$ 2,100,000	\$ 2,100,000	2041
W24	4th Ave Water Main Loop	Water Main	800 LF	\$ 600,000	\$ 600,000	2042
W25	Baker Street Water Main Replacement	Water Main	200 LF	\$ 200,000	\$ 200,000	2043
W26	Asset Management Program Update	Water Main	--	--	\$ 10,000/year	2045

ESTIMATING COSTS OF IMPROVEMENTS

Project costs for the proposed improvements were estimated based on costs of similar, recently constructed water projects in Black Diamond and around the Puget Sound area and are presented in 2024 dollars. The cost estimates include the estimated construction cost of the improvement and indirect costs estimated at 35 percent of the construction cost for engineering preliminary design, final design, and construction management and contract administration services, permitting, legal, and administrative services. The construction cost estimates include a 10-percent contingency and sales tax.

The unit costs for each water main size are based on estimates of all construction-related improvements, such as materials and labor for the water main installation, water services, fire hydrants, fittings, valves, connections to the existing system, trench restoration, asphalt surface restoration, and other work necessary for a complete installation. Additional costs were added to some water main improvements to cover anticipated increased costs related to the project location and degree of difficulty.

All cost estimates shown in the tables are presented in year 2024 dollars. Therefore, it is recommended that future costs be adjusted to account for the effects of inflation and changing construction market conditions at the actual time of project implementation. Future costs can be estimated using the Engineering News Record (ENR) Construction Cost Index for the Seattle area, or by applying an estimated rate of inflation that reflects the current and anticipated future market conditions.

10 | FINANCIAL ANALYSIS

INTRODUCTION

The financial analysis assesses the ability of the City's water utility to remain financially viable during the planning period, considering its recent historical performance as well as anticipated future needs. It also evaluates the affordability of the City's water rates, both at existing levels and with any rate increases needed to support the planned capital program.

FINANCIAL HISTORY

Table 10.1, Summary of Historical Financial Performance summarizes the financial performance of the City's water utility from 2018 – 2023. Key findings include:

- Consisting primarily of revenue from water sales, the water utility's income from charges for services increased by 104% from 2018 – 2023. Given that the City did not increase its water rates during this period, the observed growth in revenue is fully attributable to growth in the City's water customer base.
- The water utility's 2023 operating expenses were approximately \$1,359,000, representing an increase of approximately 121% over the utility's 2018 operating expenses. Labor costs increased by 77%, from \$258,000 to \$457,000, over this period. Services and charges tripled from 2018 – 2023, notably due to increases in water purchases from Tacoma (which increased due to growth in water demand as well as Tacoma's wholesale water rate increases), electricity (for pumping water), and taxes (which increased proportionately with the utility's revenue growth).
- The operating ratio provides a means of evaluating the self-sufficiency of the City's water utility as an enterprise, measuring the ability of annual operating revenues to cover annual operating costs. A ratio of 1.0 indicates that the City's water utility is collecting exactly enough revenue to pay for its operating costs. Table 10.1, Summary of Historical Financial Performance indicates that the water utility was able to cover its expenses from 2018 – 2023. However, as will be shown in the financial projections later in this chapter, the water utility's expenses begin to outstrip its revenues in FY 2024.
- Days of cash on hand is a measure of financial security, quantifying how long the City would be able to fund daily operating and maintenance costs if it received no additional revenue. It is calculated by dividing unrestricted cash by the average daily cost of operations. While there is no minimum standard for this metric, bond rating agencies have recently expressed a preference for a minimum of 180 days of cash on hand for utilities seeking the highest bond ratings. The City maintained 474 – 878 days of cash on hand between 2018 and 2023.

Table 10.1
Summary of Historical Financial Performance¹ (\$000s)

	2018	2019	2020	2021	2022	2023
Beginning Cash & Investments	\$827	\$1,183	\$1,338	\$2,503	\$1,647	\$3,213
Operating Revenues						
Charges for Goods and Services	\$865	\$938	\$1,105	\$1,416	\$1,642	\$1,764
Intergovernmental Revenues	-	-	-	84	270	-
Miscellaneous Revenues	571	878	2,226	3,162	329	282
Total Operating Revenues	\$1,436	\$1,816	\$3,330	\$4,663	\$2,241	\$2,046
Operating Expenses	\$614	\$823	\$1,040	\$1,325	\$1,409	\$1,359
Net Operating Income	\$822	\$993	\$2,290	\$3,337	\$833	\$687
Operating Ratio	2.34	2.21	3.20	3.52	1.59	1.51
Nonoperating Revenues						
Transfers In	\$ -	\$ -	\$ -	\$235	\$1,946	\$134
Other Financing Sources	-	2	-	-	-	-
Total Nonoperating Revenues	\$ -	\$2	\$ -	\$235	\$1,946	\$134
Nonoperating Expenditures						
Debt Service	\$317	\$316	\$314	\$313	\$311	\$303
Capital Expenditures	138	515	801	4,105	890	1,412
Transfers Out	10	10	10	10	11	35
Total Nonoperating Expenditures	\$466	\$841	\$1,125	\$4,428	\$1,212	\$1,750
Increase (Decrease) in Cash and Investments	\$357	\$154	\$1,165	(\$856)	\$1,566	(\$929)
Ending Cash & Investments						
End Fund Balance – Reserved	\$272	\$251	\$1,240	\$498	\$257	\$213
End Fund Balance – Unreserved	911	1,086	-	-	-	-
End Fund Balance – Assigned	-	-	1,262	1,148	2,955	2,072
Total Ending Cash & Investments	\$1,183	\$1,338	\$2,503	\$1,647	\$3,213	\$2,284
Days of Cash on Hand	703	593	878	474	832	613

¹ Source: City of Black Diamond Annual Comprehensive Financial Reports 2018-2023

CAPITAL FUNDING RESOURCES

Other than cash financing, the City may fund the water CIP from a variety of sources, described in further detail below.

GRANT AND LOW-COST LOAN PROGRAMS

Historically, federal and state grant programs were available to local utilities for capital funding assistance. However, these assistance programs have been mostly eliminated, substantially reduced in scope and amount, or replaced by loan programs.

Appendix Y includes a document published by the Washington State Department of Commerce that outlines current State programs, eligibility requirements, and contact information.

CAPITAL FACILITIES CHARGE (CFC)

CFCs are a form of connection charge authorized in Section 35.92.025 of the Revised Code of Washington (RCW). CFCs are imposed on new customers connecting to the water system as a condition of service and are in addition to any other costs related to connecting a customer. Typically based on a blend of historical and planned future capital investment in system infrastructure, the underlying premise is that growth (future customers) will pay for growth-related costs that the utility has incurred (or will incur) to provide capacity to serve new customers.

BONDS AND LOANS

While general obligation bonds pledge the full faith and credit of the issuing entity, revenue bonds are typically secured by utility revenues. With this limited commitment, revenue bonds normally bear higher interest rates than other types of debt and also require additional security conditions intended to protect bondholders from default risk. These conditions may include the maintenance of dedicated reserves and minimum standards of financial performance (e.g. debt service coverage).

Revenue bonds can be issued in Washington State without a public vote. While there is no explicit statutory bonding limit, the conditions that come with revenue bonds often impose practical limits on a utility's level of indebtedness. An excessive debt burden may reduce a utility's flexibility to phase in rate increases, also resulting in a higher overall cost of capital investment given the related interest payments. It is worth noting that bond rating agencies also consider a utility's debt service coverage when assigning a rating – higher levels of indebtedness make it more difficult for a utility to meet the coverage ratios that the rating agencies require for the highest ratings (and the lowest interest rates). The water utility has not had any outstanding debt requiring coverage in recent years.

FINANCIAL PLAN

The primary goal of the financial analysis is to develop a viable financial plan to support the execution of the planned capital projects while funding ongoing operations and maintaining affordable rates. This study defines the amount of revenue needed to meet the system's financial obligations including:

- Operation and maintenance costs
- Administrative and overhead costs
- Policy-based needs (e.g. reserve funding)
- Capital costs
- Existing/new debt service obligations

The City operates its water utility as an enterprise, relying on revenue from its water rates (as opposed to taxes or other external resources) to cover the expenses outlined above. The rate-setting process includes both operating and capital elements:

- The revenue requirement analysis determines the amount of revenue necessary to fund the ongoing operation, maintenance, and administration of the utility on an annual basis, focusing specifically on the needs funded from operating revenues. It includes a framework of policies intended to promote long-term financial stability and viability.
- The capital funding plan develops a funding strategy for the CIP that considers rate revenues, existing reserves, CFCs, debt financing, and any other anticipated resources (e.g. grants, developer contributions, etc.). It can impact the revenue requirement analysis through the use of debt financing (resulting in annual debt service) and capital funding embedded in rates.

FINANCIAL POLICIES

The ensuing discussion summarizes the key financial policies used in this analysis.

Utility Reserves

Reserves are a key component of any utility financial strategy, as they provide flexibility to manage variations in costs and revenues that could otherwise have an adverse impact on ratepayers. For the purpose of this analysis, resources are separated into the following funds:

- **Water Fund (Operating Reserve):** This reserve provides an unrestricted cash balance to accommodate the short-term cycles of revenues and expenses. These reserves are intended to address variations in revenues and expenses, whether anticipated (e.g. billing/receipt cycles, payroll cycles) or unanticipated (e.g. weather, economic conditions). Consistent with the utility's financial policy, the financial analysis assumes a minimum balance target of 90 days of cash on hand for this reserve. Based on the near-term expense forecast, this target equates to roughly \$491,000.
- **Water Capital Fund:** This reserve provides a source of cash for unanticipated capital expenditures such as emergency asset replacements or capital project overruns. In the context of the longer-term financial analysis, it also enforces an appropriate segregation of resources restricted (or otherwise designated) for capital purposes including ongoing infrastructure renewal and replacement. This analysis includes a recommended minimum balance for this reserve equal to 5% of the rolling six-year capital expenditure.

Based on the near-term CIP, this target varies between \$132,000 and \$443,000 over the planning period.

- **WSFFA Fund:** The City tracks costs and resources dedicated to facilities that will be constructed as part of the Water Supply and Facilities Funding Agreement (WSFFA). All projects and spending from this fund are planned to be completed by the end of 2026. The financial analysis excludes the WSFFA Fund on the grounds that its activity is driven by and will be paid for by developers as outlined in the WSFFA.
- **Debt Reserve:** Bond covenants establish reserve requirements as a means of protecting bondholders against the risk of nonpayment. These reserves are typically funded at the time of borrowing, often as part of the amount issued. Though the City currently has no outstanding water utility debt that requires a reserve, the forecast assumes a debt reserve balance equal to one yearly payment of debt service if and when the City issues revenue bonds.
- This analysis also targets a combined balance of 180 days of cash on hand in the Water Fund and Water Capital Fund. Though not a formal requirement, this policy is based on recommendations from the bond rating agencies for borrowers seeking high bond ratings. Given the near-term expense forecast, the combined target balance would be roughly \$1,000,000.

Financial Performance Standards

The revenue requirement analysis uses a pair of sufficiency tests to establish the amount of revenue needed to meet the City's financial obligations on an annual basis.

- **Cash Flow Test:** To satisfy this test, operating revenues must be adequate to fund all known cash requirements including O&M expenses, debt service, rate-funded capital outlays, and reserve funding.
- **Coverage Test:** Though the water utility currently has no debt requiring coverage, the financial analysis assumes that the utility's net revenue would need to be greater than or equal to 2.0 times annual parity debt service – though this target is somewhat higher than the minimum coverage ratio of 1.25 times annual parity debt service that is typically outlined in bond covenants, it is consistent with the recommendations of the bond rating agencies and provides extra protection in the event of future debt issuance.

The annual revenue requirement is broadly defined as the amount of revenue needed to satisfy both of these tests. Short-term cash flow deficits may occur as part of a strategy to phase rate increases in, as long as the utility has sufficient reserves on hand to absorb them. The financial analysis assumes that any applicable debt service coverage requirements must always be met.

Capital Funding Plan

As shown below in Table 10.2, Water Capital Funding Plan, the 2024 – 2033 CIP includes \$8.8 million in project costs escalated to the year of project spending. Construction cost inflation is assumed to be 3.5% per year, in line with historical long-term averages for inflation in the Consumer Price Index for All Urban Consumers (CPI-U) for the Seattle/Tacoma/Bellevue Metropolitan Area. There is no developer funding anticipated to offset capital costs, aside from what the City has received and will receive through the WSFFA (which as noted is excluded from this analysis). Table 10.2, Water Capital Funding Plan indicates that the City's cash resources (including existing cash balances, interest earnings, cash generated through rates, and CFCs) will not be adequate to fully cover the projected capital costs. Given the need for additional funding beyond the City's cash resources, the capital funding strategy includes \$5.0 million in bond proceeds in 2026. This analysis assumes that the City issues 20-year bonds at an interest rate of 4.0% – factoring in estimated issuance costs and reserve requirements, this new debt is expected to result in annual debt service payments of approximately \$401,000.

Table 10.2
Water Capital Funding Plan (\$000s)

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Total
Projected Capital Expenditures											
Water Reservoir Maintenance	34	-	-	-	-	-	-	-	-	-	34
SCADA/Telemetry	20	21	21	22	23	24	25	25	26	27	235
Comp Plan	249	-	-	-	-	-	-	-	-	-	249
Water Loop 169	464	480	-	-	-	-	-	-	-	-	944
Power Generator Facility	-	54	-	-	-	-	-	-	-	-	54
North SR 169 Water Main	-	-	1,071	-	-	-	-	-	-	-	1,071
SCADA Improvements	-	-	803	-	-	-	-	-	-	-	803
Morganville North - AC Water Main Repl.	-	-	-	2,107	-	-	-	-	-	-	2,107
3rd Ave and Park Street to Roberts Dr. Repl.	-	-	-	-	1,515	-	-	-	-	-	1,515
Morgan Street AC Replacement Ph 1	-	-	-	-	1,607	-	-	-	-	-	1,607
Morgan Street AC Replacement Ph 2	-	-	-	-	-	-	-	-	-	-	-
Diamond Square Water Main	-	-	-	-	-	-	-	-	-	-	-
Leak Detection Program	10	10	11	11	11	12	-	-	-	-	65,502
O&M Programs	10	10	11	11	11	12	12	13	13	14	117
Total Projected Expenditures	787	575	1,917	2,151	3,167	48	37	38	40	41	8,801
Capital Reserve Projections											
Beginning Balance	-	798	459	4,273	2,935	559	1,332	2,240	3,217	4,266	-
Plus: Funding from Rates/Operating Res.	1,415	100	600	605	609	684	793	844	897	953	7,500
Plus: CFC Revenue	120	121	122	123	124	125	126	127	128	129	1,241
Plus: Debt Proceeds	-	-	5,000	-	-	-	-	-	-	-	5,000
Plus: Interest Earnings	50	16	9	85	59	11	27	45	64	85	452
Less: Capital Expenditures	(787)	(575)	(1,917)	(2,151)	(3,167)	(48)	(37)	(38)	(40)	(41)	(8,801)
Ending Balance	798	459	4,273	2,935	559	1,332	2,240	3,217	4,266	5,392	5,392

REVENUE REQUIREMENT

The revenue requirement analysis evaluates the water utility's ability to cover its projected costs under its currently adopted rates. In the event of any projected deficiencies, this analysis will serve as the basis for a strategy of recommended rate revenue adjustments.

Projected Financial Performance

The revenue requirement analysis is developed from the City's adopted 2024 Budget with other assumptions:

- The forecast of rate revenue is based on the adopted 2024 Budget provided by the City, adjusted for customer growth. Based on the population projections noted in Chapter 3, the financial analysis assumes 0.78% annual growth.
- The operating forecast generally holds most of the water utility's non-rate revenues at 2024 levels moving forward, aside from interest earnings (which are calculated on the water utility's projected fund balances, assuming an interest earnings rate of 2.00% throughout the forecast).
- The forecast of operating expenses generally adjusts the 2024 budgeted expenditures for inflation as follows:
 1. General Cost Inflation: 3.5% per year, based loosely on long-term inflation in the CPI-U for the Seattle-Tacoma-Bellevue Metropolitan Area.
 2. Construction Cost Inflation: 3.5% per year, based loosely on long-term inflation in the Engineering News Record (ENR) Construction Cost Index (20-city average).
 3. Salaries/Benefits: 5.0% per year, based loosely on recent increases in the Bureau of Labor Statistics' Employment Cost Index.
- Taxes are calculated based on the projected revenues and prevailing rates:
 1. State Excise Tax (Water Distribution): 5.029%
 2. Business & Occupation (B&O) Tax: 1.75%.
 3. City Utility Tax: 6.00%

Table 10.3, Projected Financial Performance & Revenue Requirements summarizes the water utility's projected financial performance and rate revenue needs.

Table 10.3
Projected Financial Performance & Revenue Requirements (\$000s)

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Revenue										
Rate Revenue at 2024 Rates	\$1,811	\$1,825	\$1,840	\$1,854	\$1,868	\$1,883	\$1,897	\$1,912	\$1,927	\$1,942
Other Operating Revenues	239	199	199	199	199	199	199	199	199	199
Interest Earnings	24	13	15	10	10	12	14	15	15	16
Total Revenues	\$2,074	\$2,037	\$2,053	\$2,062	\$2,077	\$2,094	\$2,110	\$2,125	\$2,141	\$2,156
Expenses										
Operating Expenses	\$1,992	\$1,977	\$1,912	\$1,990	\$2,065	\$2,144	\$2,220	\$2,300	\$2,383	\$2,470
Debt Service	297	-	401	401	401	401	401	401	401	401
Transfers to Water Capital Fund	-	-	600	605	609	614	619	624	629	634
Total Expenses	\$2,289	\$1,977	\$2,914	\$2,996	\$3,076	\$3,159	\$3,241	\$3,325	\$3,413	\$3,505
Net Operating Cash Flow	(\$215)	\$60	(\$860)	(\$933)	(\$999)	(\$1,065)	(\$1,131)	(\$1,200)	(\$1,273)	(\$1,349)
<i>Annual Rate Adjustment Needed</i>	<i>0.00%</i>	<i>17.00%</i>	<i>17.00%</i>	<i>15.00%</i>	<i>6.00%</i>	<i>3.50%</i>	<i>3.50%</i>	<i>3.50%</i>	<i>3.50%</i>	<i>3.50%</i>
After Rate Increases										
Rate Revenue	\$1,811	\$1,981	\$2,518	\$2,918	\$3,117	\$3,251	\$3,391	\$3,537	\$3,690	\$3,849
Net Operating Cash Flow	(\$215)	\$198	(\$257)	\$14	\$113	\$152	\$199	\$246	\$296	\$348
Debt Service Coverage	N/A	N/A	2.18	3.06	3.25	3.25	3.42	3.59	3.78	3.98
Projected Ending Balances										
Water Fund	\$655	\$753	\$496	\$510	\$623	\$705	\$730	\$756	\$784	\$812
Water Capital Fund	798	459	4,273	2,935	559	1,332	2,240	3,217	4,266	5,392
Total	\$1,452	\$1,212	\$4,769	\$3,444	\$1,182	\$2,037	\$2,970	\$3,973	\$5,049	\$6,204
Combined Balance as Days of O&M	266	224	910	632	209	347	488	630	773	917

Table 10.3, Projected Financial Performance & Revenue Requirements indicates that rate increases are necessary to correct net operating cash flow deficiencies that will grow throughout the projection period as operating expenses rise at a higher rate than customer growth. The rate increases shown are expected to enable the water utility to optimize its bond rating by meeting financial performance standards recommended by the rating agencies, specifically maintaining a debt service coverage ratio of at least 2.0 and a combined reserve balance of at least 180 days of operating expenses. Table 10.3, Projected Financial Performance & Revenue Requirements shows the near-term rate increase being phased in from 2025 to 2028, with inflationary rate increases thereafter.

It is important to note that these financial projections are based upon current assumptions and projections. Circumstances can change over time, potentially impacting the rate adjustments that will actually be required to cover the utility's costs. It would be prudent for the City to monitor the water utility's financial status regularly, revisiting the analysis periodically or in the event of significant changes to the assumptions outlined above.

CURRENT AND PROJECTED RATES

Shown below in Table 10.4, Water Rate Forecast, the City's current water rate structure consists of a fixed charge assigned based on meter size and a consumption charge based on water usage within three tiers. The utility measures water consumption in units of 100 cubic feet (CCF).

Table 10.4
Water Rate Forecast

	Current	Proposed	Projected							
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Fixed Charge by Meter Size										
5/8" and 3/4"	\$35.63	\$41.69	\$48.77	\$56.09	\$59.46	\$61.54	\$63.69	\$65.92	\$68.23	\$70.61
1"	\$45.05	\$52.71	\$61.67	\$70.92	\$75.17	\$77.81	\$80.53	\$83.35	\$86.26	\$89.28
1 1/2"	\$48.59	\$56.85	\$66.51	\$76.49	\$81.08	\$83.92	\$86.86	\$89.90	\$93.04	\$96.30
2"	\$84.80	\$99.22	\$116.08	\$133.50	\$141.50	\$146.46	\$151.58	\$156.89	\$162.38	\$168.06
3"	\$102.89	\$120.38	\$140.85	\$161.97	\$171.69	\$177.70	\$183.92	\$190.36	\$197.02	\$203.92
4"	\$193.22	\$226.07	\$264.50	\$304.17	\$322.42	\$333.71	\$345.39	\$357.48	\$369.99	\$382.94
6"	\$499.96	\$584.95	\$684.40	\$787.05	\$834.28	\$863.48	\$893.70	\$924.98	\$957.35	\$990.86
Water Consumption Charge										
0-600 CCF	\$2.76	\$3.23	\$3.78	\$4.34	\$4.61	\$4.77	\$4.93	\$5.11	\$5.29	\$5.47
601-1,200 CCF	\$3.17	\$3.71	\$4.34	\$4.99	\$5.29	\$5.47	\$5.67	\$5.86	\$6.07	\$6.28
Over 1,200 CCF	\$3.65	\$4.27	\$5.00	\$5.75	\$6.09	\$6.30	\$6.52	\$6.75	\$6.99	\$7.23

Affordability

The Washington State Department of Health and the Public Works Board have historically used an affordability index to prioritize low-cost loan awards. One typical threshold looks at whether the combined water and sewer bill for an average single-family customer exceeds 4.5% of median household income (MHI) for the demographic area – if monthly bills are below this level, they are generally considered affordable.

The reported MHI for households in the City of Black Diamond was \$134,076 in 2022 dollars. This evaluation conservatively estimates the MHI in 2024 to equal \$134,076 as it is the most recently available data. Table 10.5, Affordability Evaluation, Average Monthly Bill (7 ccf) summarizes the affordability evaluation of the City's rates for the ten-year planning period, using the 2022 estimate of MHI adjusted annually by the assumed CPI inflation rate of 3.5% per year to reflect assumed cost-of-living salary increases.

Table 10.5
Affordability Evaluation, Average Monthly Bill (7 ccf)

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Monthly Water Bill at 7 ccf	\$ 55.36	\$ 64.77	\$ 75.78	\$ 87.15	\$ 92.38	\$ 95.61	\$ 98.96	\$102.42	\$106.01	\$109.72
Monthly Sewer Bill – City ¹	26.50	27.50	28.88	30.32	31.84	33.43	35.10	36.86	38.70	40.64
Monthly Sewer Bill – King County ²	55.11	58.28	62.36	66.73	71.41	77.31	83.69	90.60	98.99	108.15
Total Monthly Water/Sewer Bill	\$136.97	\$150.55	\$167.02	\$184.20	\$195.63	\$206.35	\$217.75	\$229.88	\$243.70	\$258.51
Annual MHI ³	\$134,076	\$138,769	\$143,626	\$148,652	\$153,855	\$159,240	\$164,814	\$170,582	\$176,552	\$182,732
Avg. Monthly Bill as a % of Monthly MHI	1.2%	1.3%	1.4%	1.5%	1.5%	1.6%	1.6%	1.6%	1.7%	1.7%

¹ Assumes 5% annual increases to the City sewer rate per Figure 27 of the City's 2024 Comprehensive Sewer Plan.

² Per King County's Preliminary 2025 – 2034 Sewer Rate Projection, dated February 28, 2024.

³ Source: U.S. Census Bureau.

Table 10.5, Affordability Evaluation, Average Monthly Bill (7 ccf) suggests that the City's rates are and will remain within the affordability threshold of 4.5% of median household income during the forecast period. However, there has been a growing consensus in the utility industry that MHI is of limited value in assessing the impact of utility rates on customers with income levels considerably below the area median. As discussions about rate affordability continue to evolve, two additional metrics have been gaining traction as providing a more meaningful basis for evaluating affordability:

- *Hours at Minimum Wage (HM)*: HM quantifies the amount of time that someone earning minimum wage (currently \$16.66 per hour in Washington State) would need to work in order to pay their combined water/sewer bill, assuming that they use a “lifeline” volume of 50 gallons per day per capita (gpcd). Based on the City's average household size of 2.68 people, this assumption equates to roughly 5 ccf per month. The literature discussing HM recommends 8.0 hours as a threshold for defining “affordable” rates.
- *Affordability Ratio at the 20th Income Percentile (AR₂₀)*: AR₂₀ expresses the combined water/sewer bill (at 50 gpcd) as a percentage of the net disposable income (NDI) of a

household at the 20th income percentile after accounting for the cost of food, housing, power, healthcare, and taxes. NDI has been calculated as the estimated gross annual income of a household in the 20th income percentile (\$89,081 in 2024) minus the estimated annual essential expenses for a household of three (\$44,875 in 2024), resulting in an estimated NDI of \$44,206 per year or \$3,684 per month. The literature discussing AR₂₀ recommends 10% of NDI as a threshold for defining “affordable” rates.

Table 10.6, Affordability Evaluation, Lifeline Monthly Bill (5 ccf) summarizes the projections of HM and AR₂₀ for the ten-year planning period.

Table 10.6
Affordability Evaluation, Lifeline Monthly Bill (5 ccf)

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Monthly Water Bill at 5 ccf	\$ 49.43	\$ 57.83	\$ 67.66	\$ 77.81	\$ 82.48	\$ 85.37	\$ 88.36	\$ 91.45	\$ 94.65	\$ 97.96
Monthly Sewer Bill – City	26.50	27.50	28.88	30.32	31.84	33.43	35.10	36.86	38.70	40.64
Monthly Sewer Bill – King County	55.11	58.28	62.36	66.73	71.41	77.31	83.69	90.60	98.99	108.15
Total Monthly Water/Sewer Bill	\$131.04	\$143.61	\$157.66	\$172.32	\$181.81	\$190.73	\$200.24	\$210.39	\$222.12	\$234.73
Prevaling Hourly Minimum Wage ³	\$16.28	\$16.66	\$17.24	\$17.85	\$18.47	\$19.12	\$19.79	\$20.48	\$21.20	\$21.94
Combined Water/Sewer Bill as HM	8.0	8.6	9.2	9.8	10.1	10.3	10.5	10.7	11.0	11.2
Monthly NDI @ 20 th Inc. Percentile ⁴	\$3,684	\$3,813	\$3,946	\$4,084	\$4,227	\$4,375	\$4,528	\$4,687	\$4,851	\$5,021
Combined W/S Bill as % of NDI (AR ₂₀)	3.6%	3.8%	4.0%	4.3%	4.4%	4.5%	4.6%	4.7%	4.8%	4.9%

¹ Assumes 5% annual increases to the City sewer rate per Figure 27 of the City's 2024 Comprehensive Sewer Plan.

² Per King County's Preliminary 2025 – 2034 Sewer Rate Projection, dated February 28, 2024.

³ Source: Washington State Department of Labor & Industries. Escalated by assumed CPI inflation (3.5% per year) per RCW 49.46.020 (2)(b).

⁴ Source: U.S. Census Bureau (Table B19080) and U.S. Bureau of Labor Statistics. Income and expenses assumed to increase with CPI at 3.5% per year.

Table 10.6, Affordability Evaluation, Lifeline Monthly Bill (5 ccf) suggests that the combined water/sewer bill at the City's current rates is at the upper limit of the affordability threshold of 8 hours of work at minimum wage and will rise above the threshold during the forecast period. The AR₂₀ values suggest that the combined water/sewer bill at 5 ccf is and is expected to remain affordable (as defined by the threshold of 10% of the monthly NDI of a household at the 20th percentile) during the forecast period. Together, these metrics suggest that the combined water/sewer bill is relatively affordable for a household at the 20th income percentile, which earns significantly more than minimum wage (assuming a 40-hour work week, the annual income of \$89,081 for a household at the 20th percentile equates to an average hourly wage of \$42.83, which is more than 2.5 times the 2025 minimum wage of \$16.66 per hour).

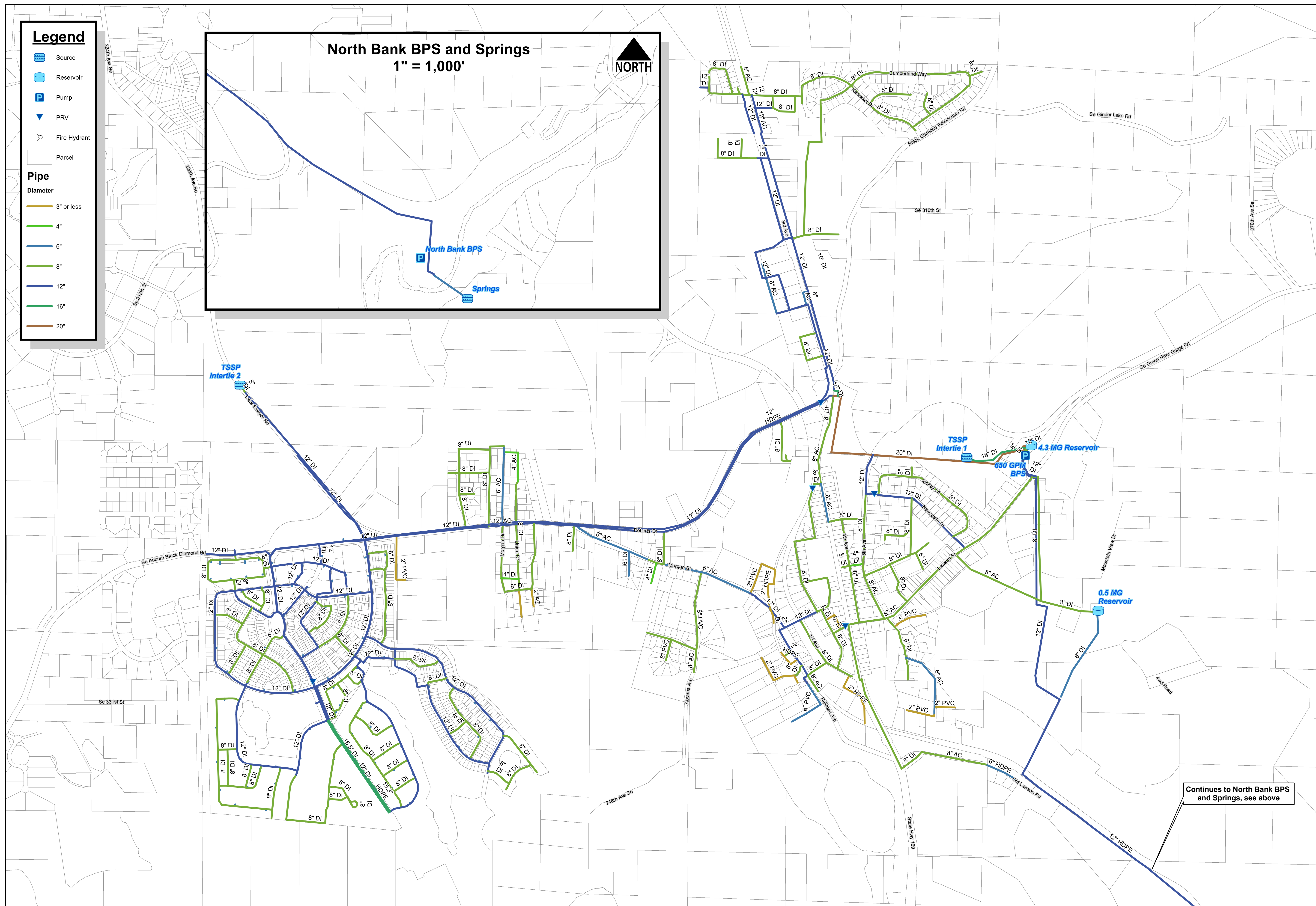
The City's Lifeline Utility Discount program currently offers a 50% discount on water and City sewer rates (excluding King County's charges) to low-income seniors, disabled residents, and veterans with a service-connected disability. For customers receiving this discount, the HM values shown in Table 10.6, Affordability Evaluation, Lifeline Monthly Bill (5 ccf) would vary from 5.7 – 8.1 hours and the AR₂₀ values would vary from 2.5 – 3.5% of NDI.

Conclusion

The revenue requirement analysis indicates that the City will need to increase its water rates by a cumulative amount of approximately 67% between 2025 and 2028 to cover its costs and meet the applicable reserve targets. Considering the need to keep up with rising operating costs, the recommended rate strategy envisions rate increases of 17% per year for 2025 and 2026, starting in July 2025, 15% in 2027, 6% in 2028, and inflationary adjustments of 3.5% per year from 2029 – 2033. Even with these increases, the City's water and sewer rates are expected to remain relatively affordable for the City's customers.

It would be prudent for the City to regularly monitor the financial position of its water utility, revisiting the key underlying assumptions to ensure that the utility's revenues remain sufficient to meet its financial obligations.

Figures



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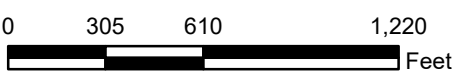
Vicinity Map



Figure 2.3
Existing Water System

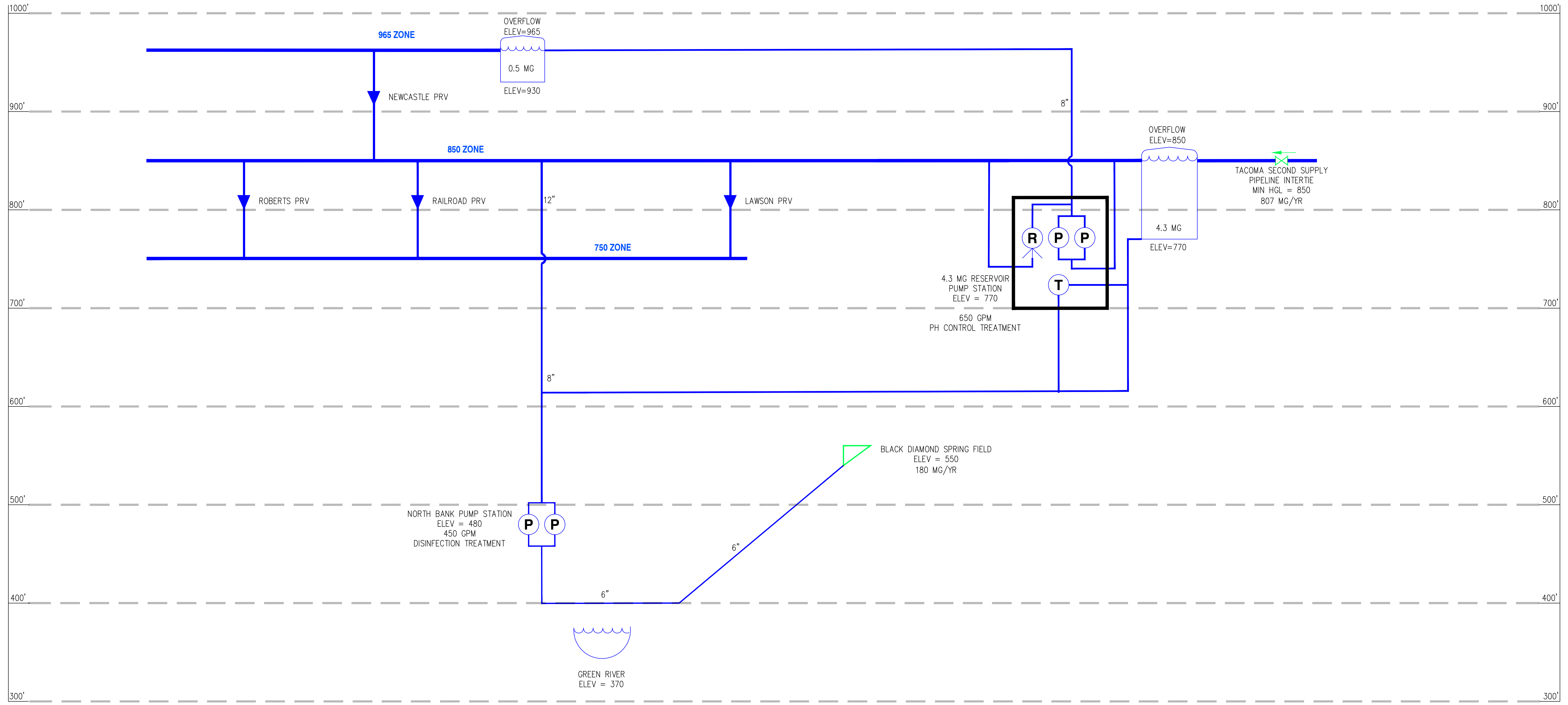


1 inch = 600 feet



DRAWING IS FULL SCALE
WHEN BAR MEASURES 2"



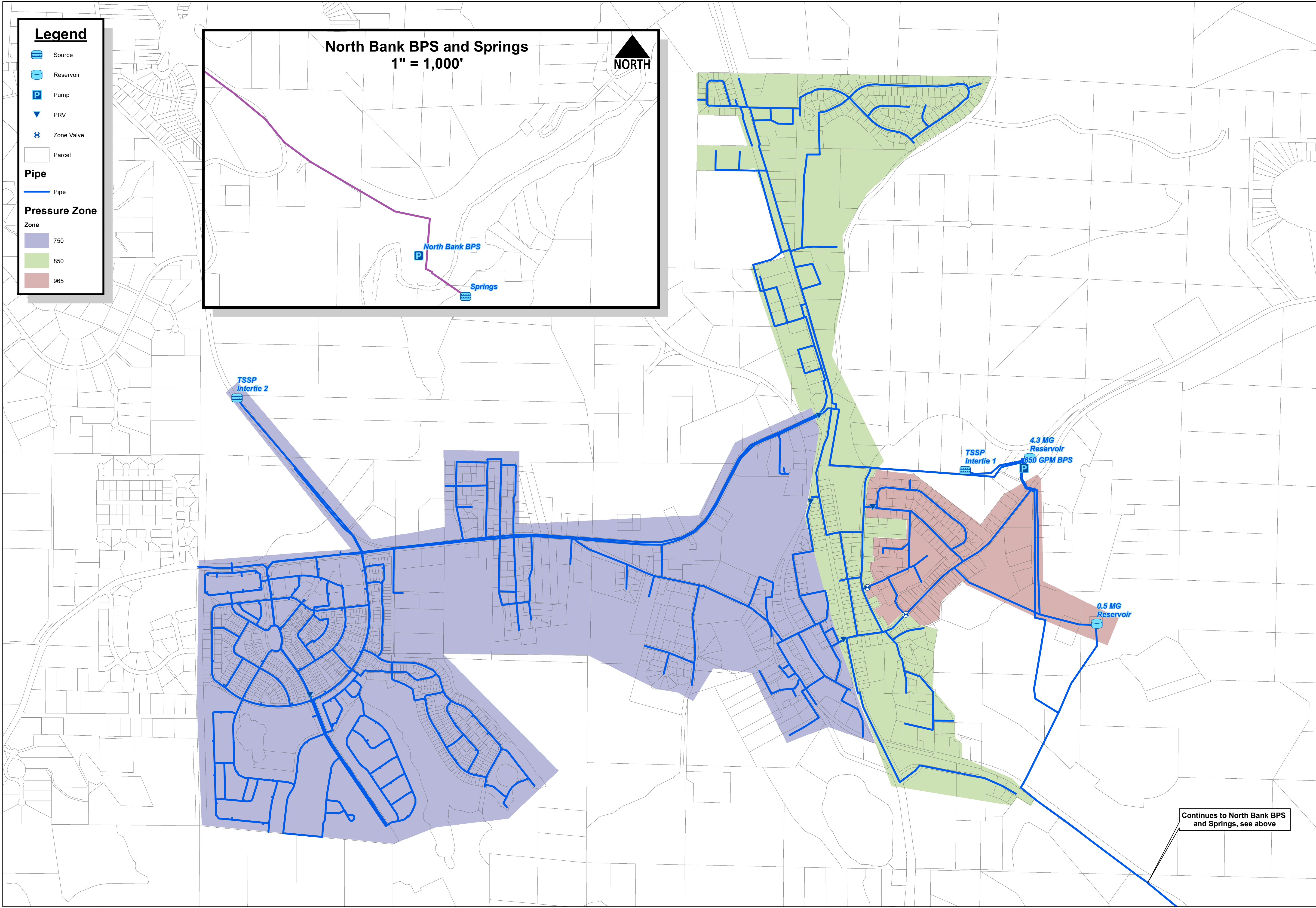


LEGEND	
	Existing System
	Pump Station
	Relief Valve
	Treatment
	PRV
	Intertie
	Water Tank
	Spring
	River

City of Black Diamond

EXISTING HYDRAULIC PROFILE

FIGURE 2.4



Legend

Source

Reservoir

Pump

PRV

Zone Valve

Parcel

Pipe

Pipe

Pressure Zone

Zone

750

850

965

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Vicinity Map

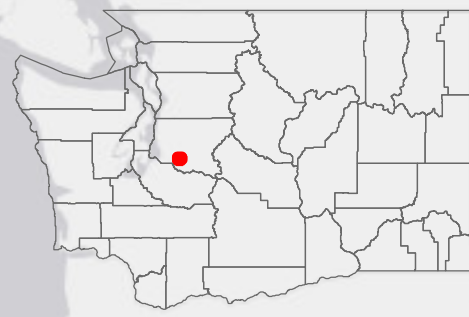


Figure 2.5 Existing Pressure Zones

City of Black Diamond Water System Plan



1 inch = 600 feet

0 305 610 1,220 Feet

DRAWING IS FULL SCALE
WHEN BAR MEASURES 2"



Legend

 Source

 Reservoir

 Pump

 PRV

 Parcel

Pipe

Diameter

 3" or less

 4"

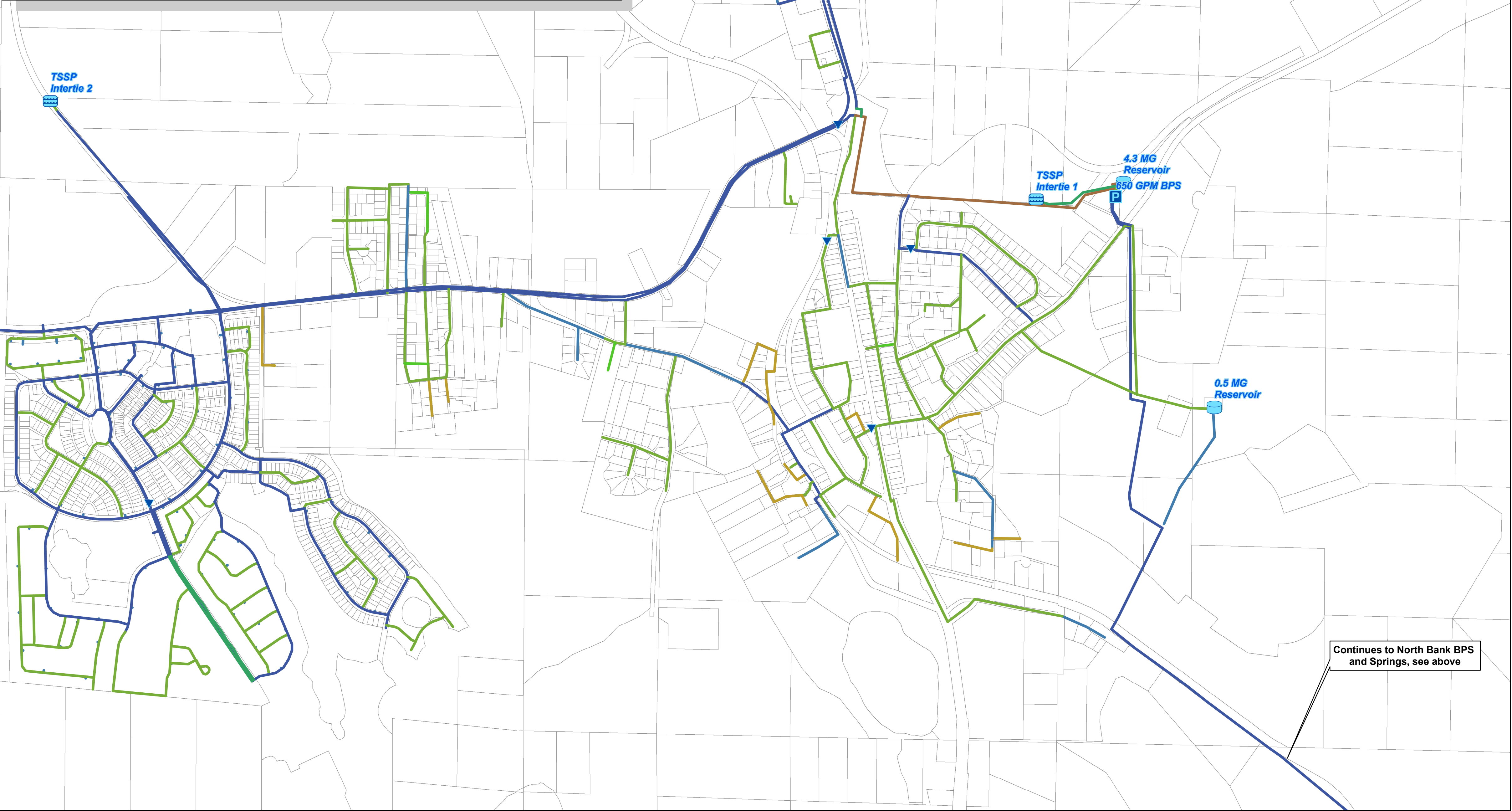
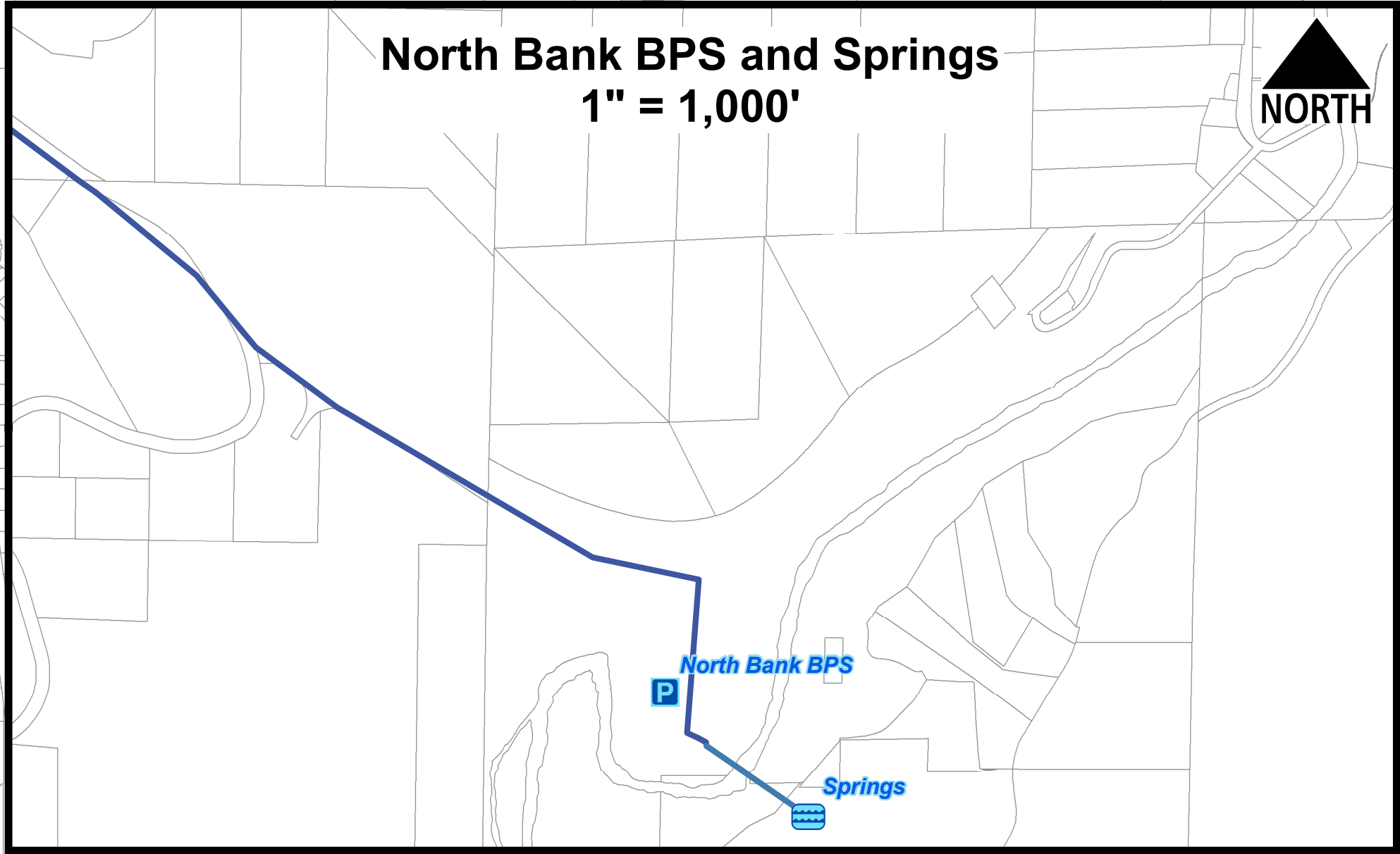
 6"

 8"

 12"

 16"

 20"



Continues to North Bank BPS
and Springs, see above

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Vicinity Map

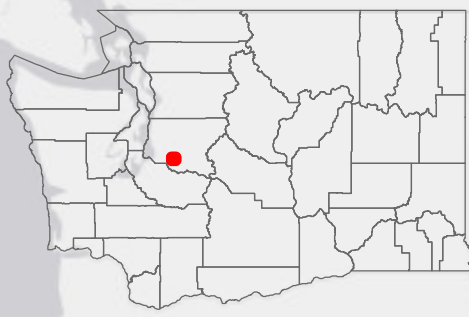
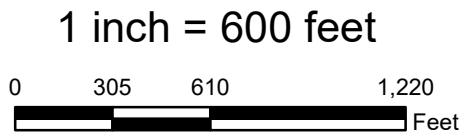


Figure 2.6 Existing Pipe Sizes

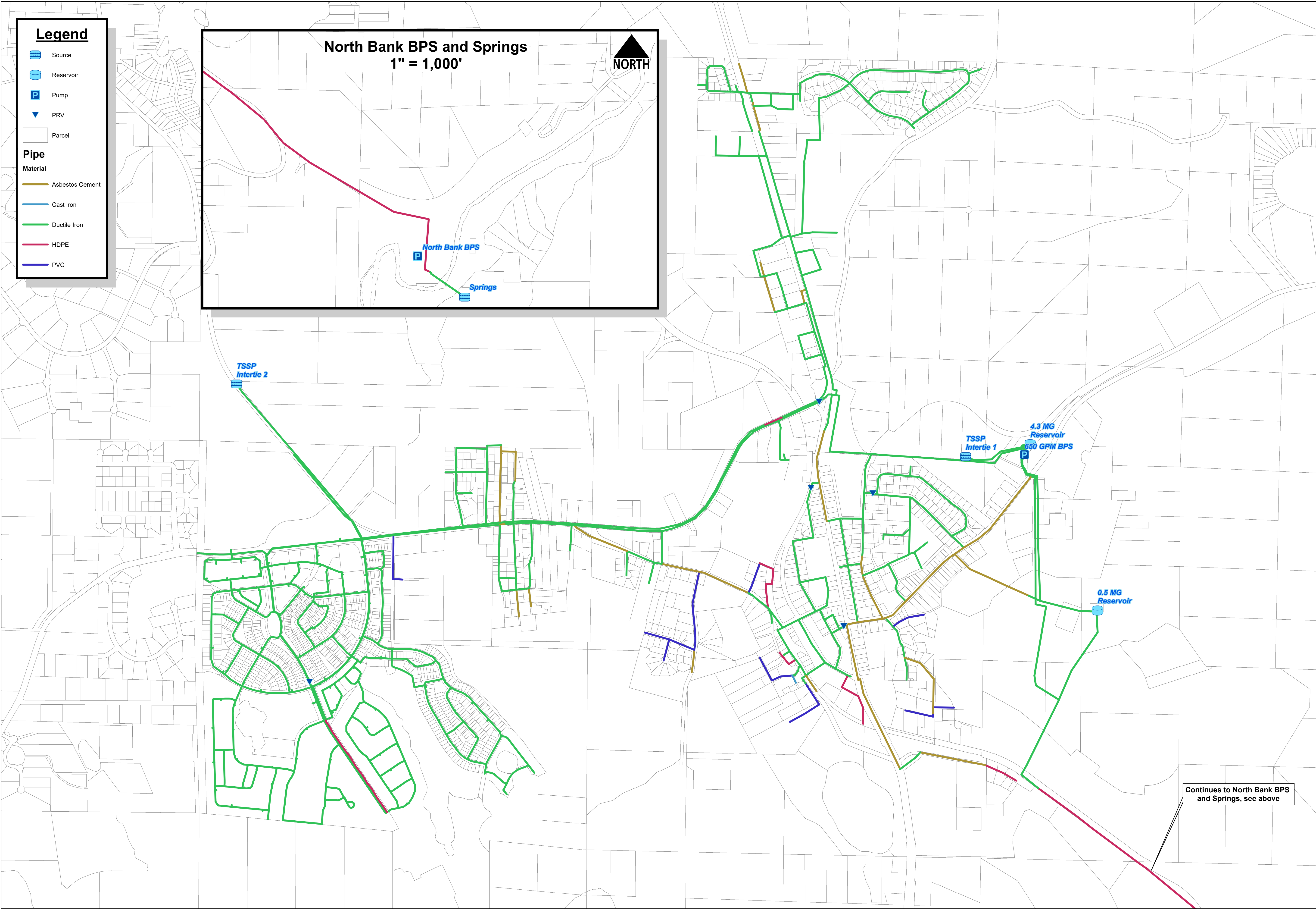
City of Black Diamond Water System Plan



DRAWING IS FULL SCALE
WHEN BAR MEASURES 2"



J:\DATA\BD\519-092\GIS\MAP\FIGURE 2.6 PIPE SIZE.MXD BY: JRIBAIL PLOT DATE: SEP 10, 2024 COORDINATE SYSTEM: NAD 1983 STATEPLANE WASHINGTON NORTH FIPS 4601 FEET



Legend

Source

Reservoir

Pump

PRV

Parcel

Pipe

Material

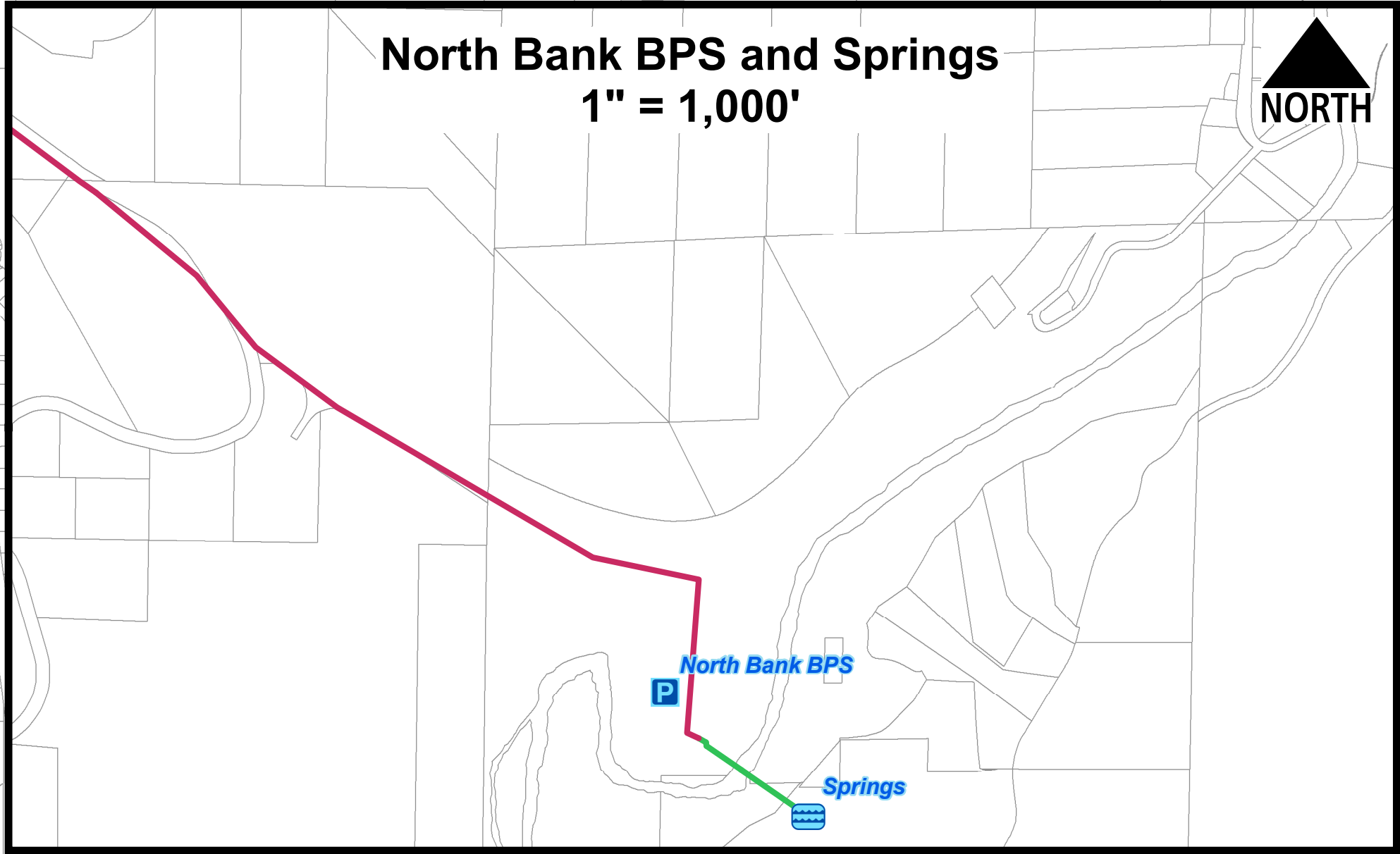
Asbestos Cement

Cast iron

Ductile Iron

HDPE

PVC



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Vicinity Map

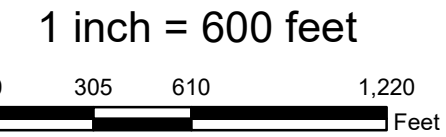


Figure 2.7

Existing Pipe Materials

City of Black Diamond

Water System Plan



DRAWING IS FULL SCALE WHEN BAR MEASURES 2"



J:\DATA\BD\519-092\GIS\MAP\FIGURE 2.7 PIPE MATERIAL.MXD BY: JRIBAIL PLOT DATE: MAR 5, 2025 COORDINATE SYSTEM: NAD 1983 HARN STATEPLANE WASHINGTON NORTH FIPS 4601 FEET

Legend

Source

Reservoir

Pump

PRV

Parcel

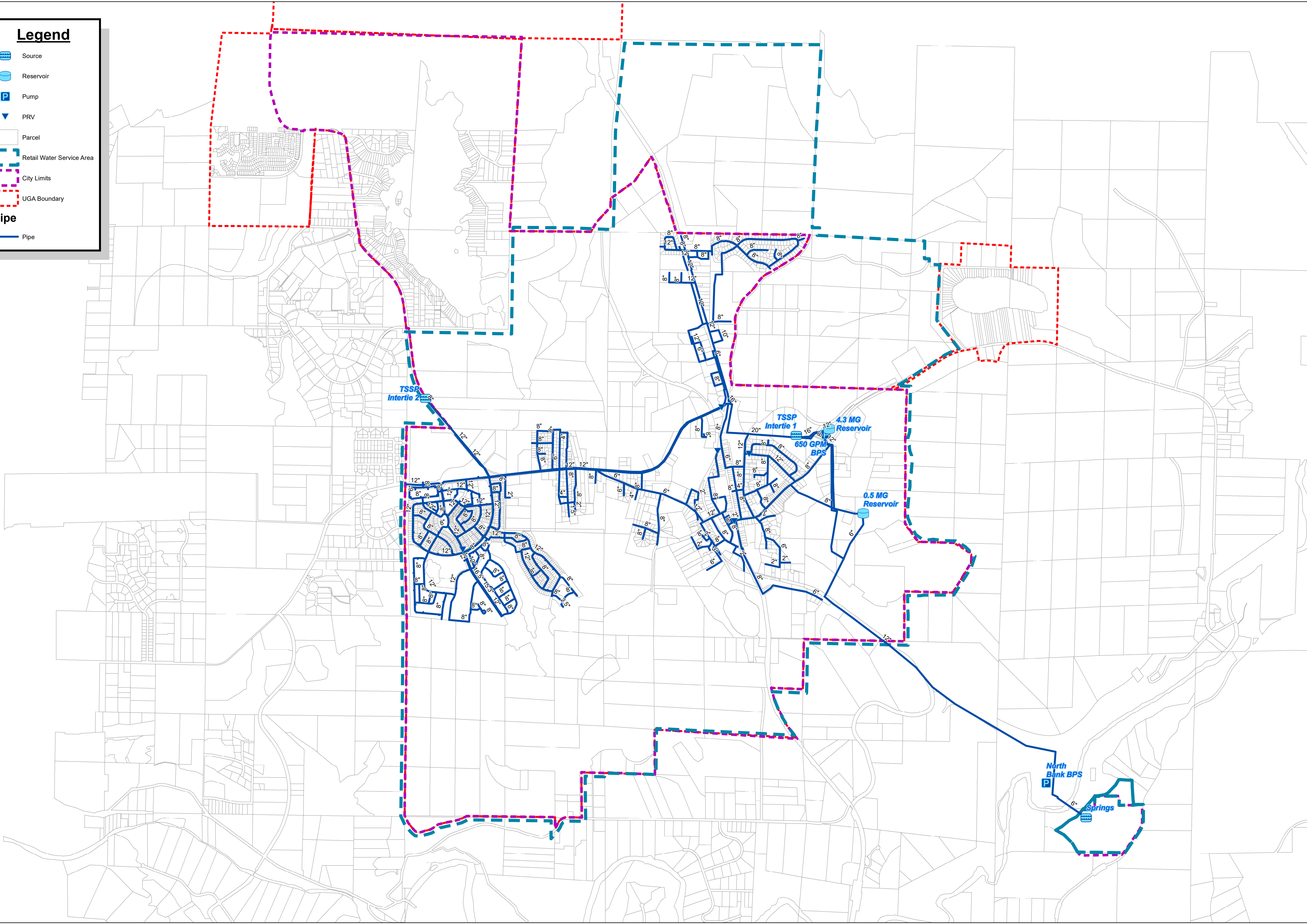
Retail Water Service Area

City Limits

UGA Boundary

Pipe

Pipe



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Vicinity Map

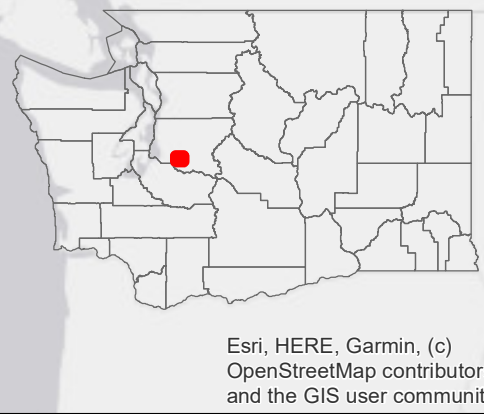
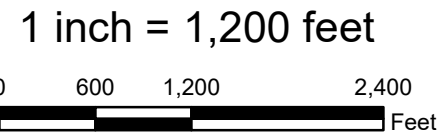


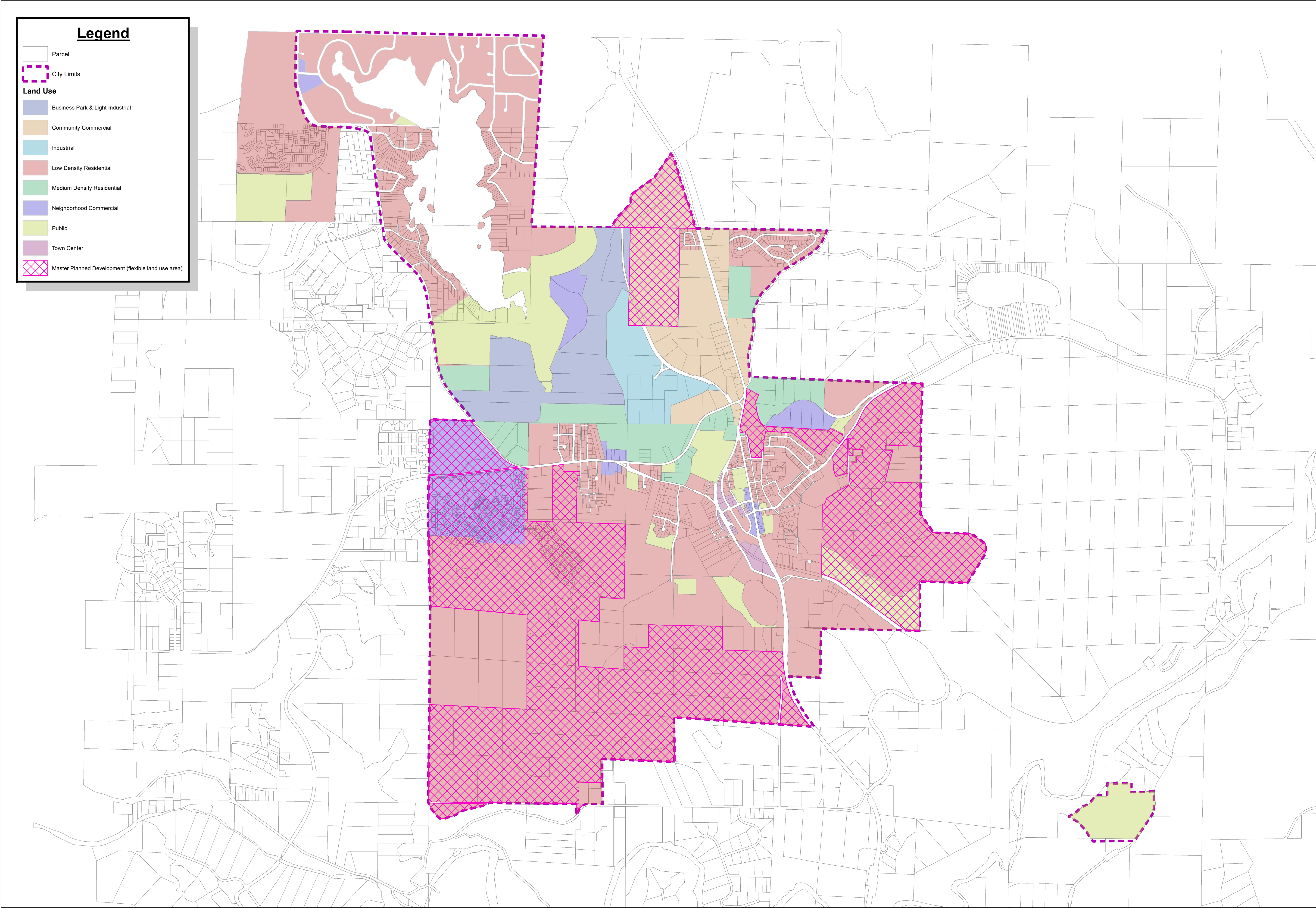
Figure 2.8
Water Service Area
City of Black Diamond
Water System Plan



DRAWING IS FULL SCALE WHEN BAR MEASURES 2"



J:\DATA\BD\519-092\GIS\MAP\FIGURE 2.8 WSA.MXD BY: JRIBAIL PLOT DATE: SEP 10, 2024 COORDINATE SYSTEM: NAD 1983 HARN STATEPLANE WASHINGTON NORTH FIPS 4801 FEET



Legend

Parcel

City Limits

Land Use

Business Park & Light Industrial

Community Commercial

Industrial

Low Density Residential

Medium Density Residential

Neighborhood Commercial

Public

Town Center

Master Planned Development (flexible land use area)

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Vicinity Map



Figure 3.1

City Land Use Designation

City of Black Diamond

Water System Plan



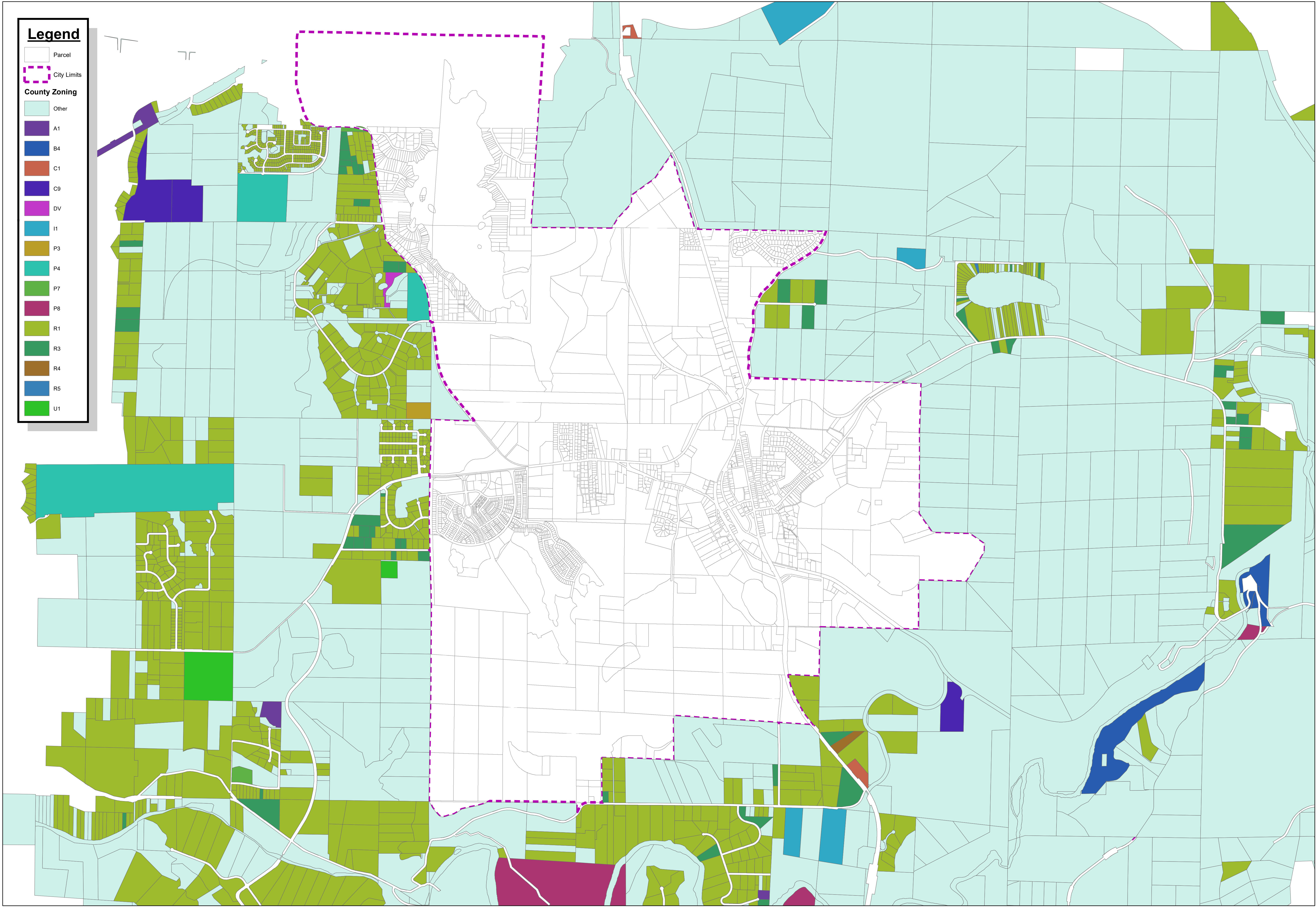
1 inch = 1,200 feet

0 600 1,200 2,400 Feet

DRAWING IS FULL SCALE WHEN BAR MEASURES 2"



J:\DATA\BDS19-092\GIS\MAP\FIGURE 3.1 LAND USE.MXD BY: JRIBAIL PLOT DATE: SEP 10, 2024 COORDINATE SYSTEM: NAD 1983 HARN STATEPLANE WASHINGTON NORTH FIPS 4801 FEET



Legend

- Parcel
- City Limits
- County Zoning**
- Other
- A1
- B4
- C1
- C9
- DV
- I1
- P3
- P4
- P7
- P8
- R1
- R3
- R4
- R5
- U1

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Vicinity Map



Figure 3.2
County Land Use Designation
City of Black Diamond
Water System Plan



1 inch = 1,200 feet
0 600 1,200 2,400 Feet

DRAWING IS FULL SCALE WHEN BAR MEASURES 2"



J:\DATA\BD\519-092\GIS\MAPI\FIGURE 3.2 COUNTY LAND USE.MXD BY: JRIBAIL PLOT DATE: SEP 10, 2024 COORDINATE SYSTEM: NAD 1983 HARN STATEPLANE WASHINGTON NORTH FIPS 4801 FEET

Legend

Source

Reservoir

Pump

PRV

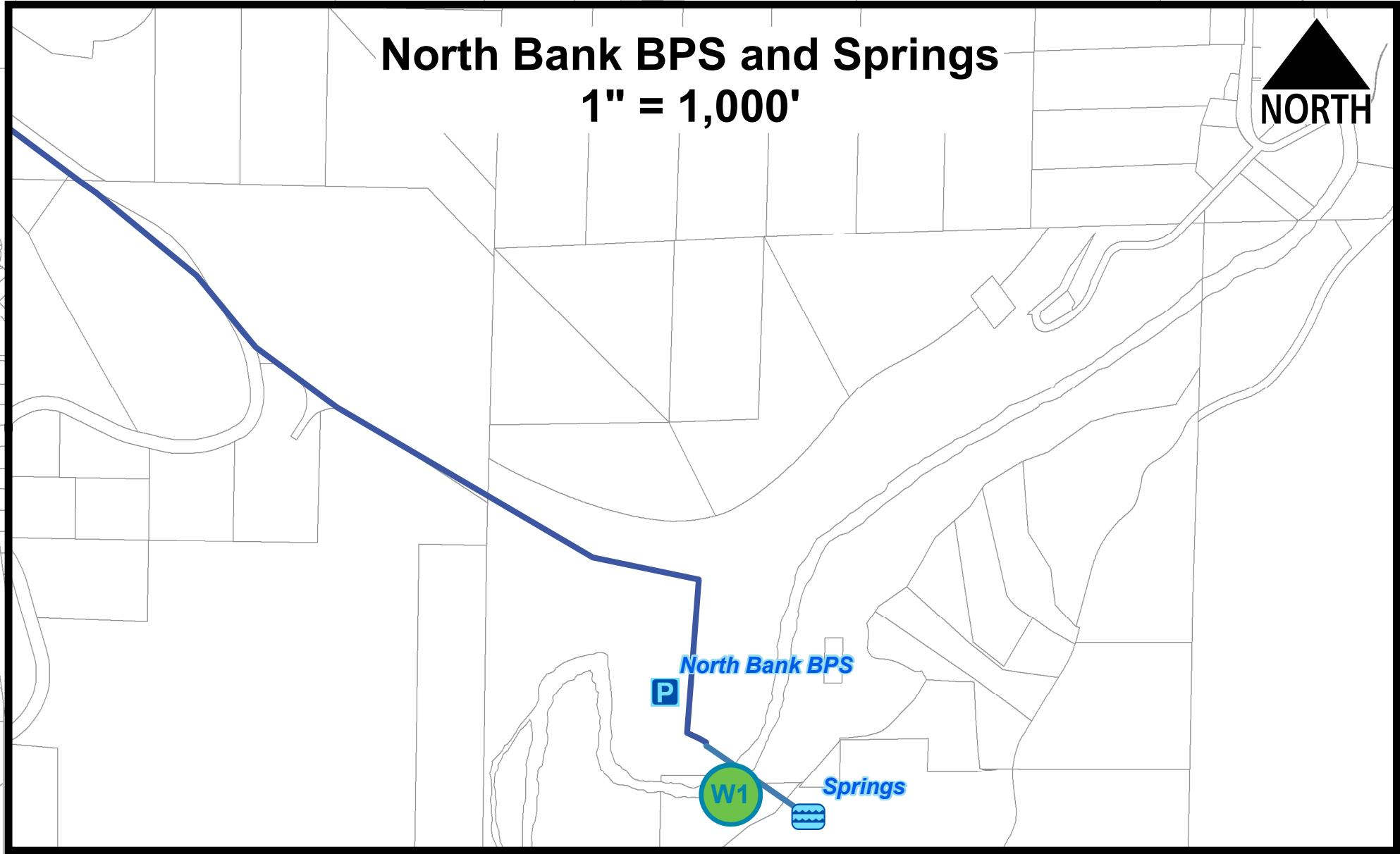
Parcel

Pipe

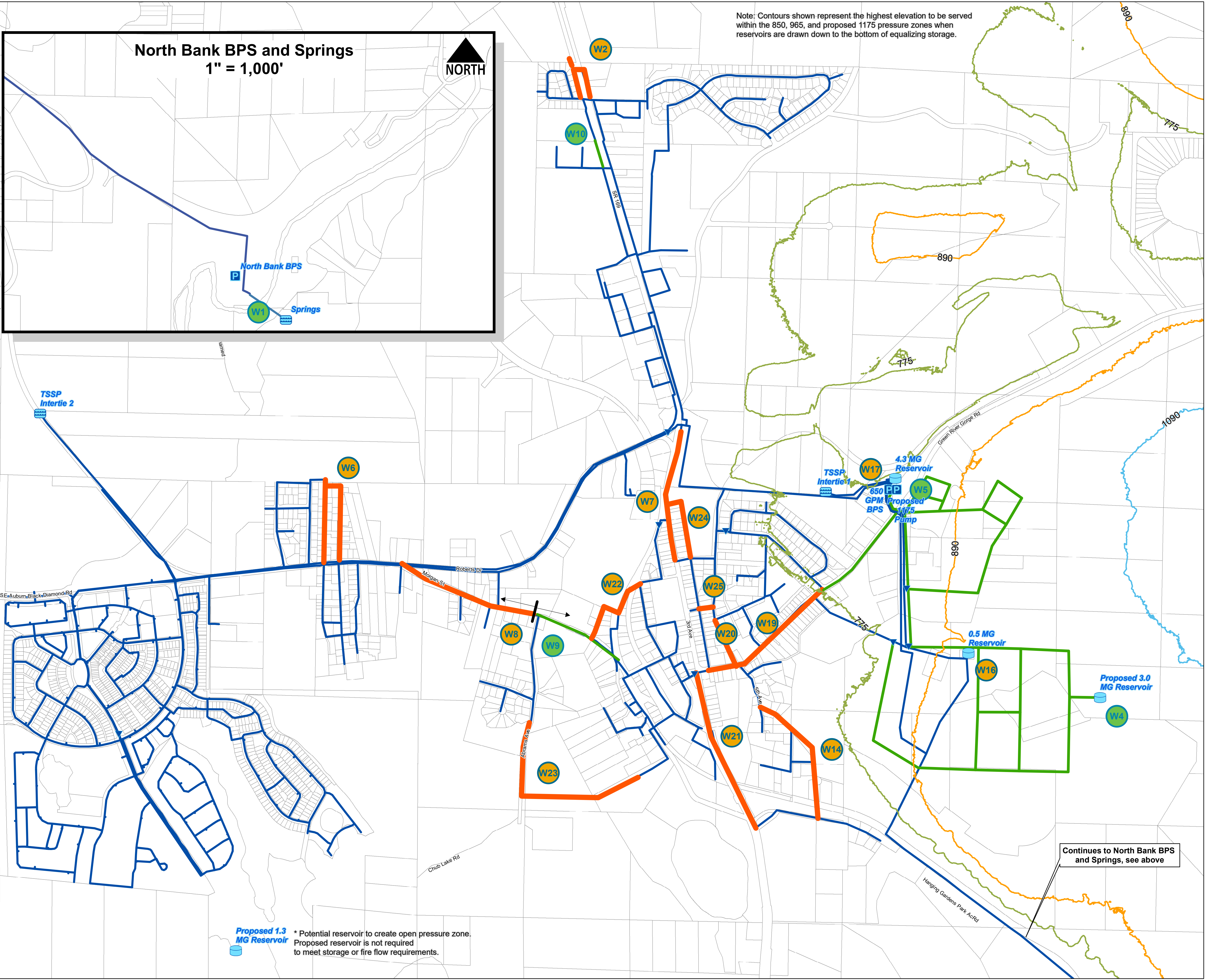
Pipe

Developer Funded Improvements

AC Pipe Replacement



Note: Contours shown represent the highest elevation to be served within the 850, 965, and proposed 1175 pressure zones when reservoirs are drawn down to the bottom of equalizing storage.



Proposed 1.3 MG Reservoir
* Potential reservoir to create open pressure zone. Proposed reservoir is not required to meet storage or fire flow requirements.

Continues to North Bank BPS and Springs, see above

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Vicinity Map

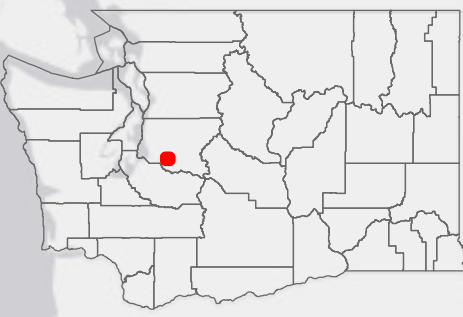
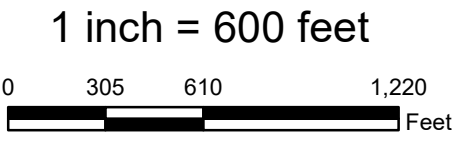


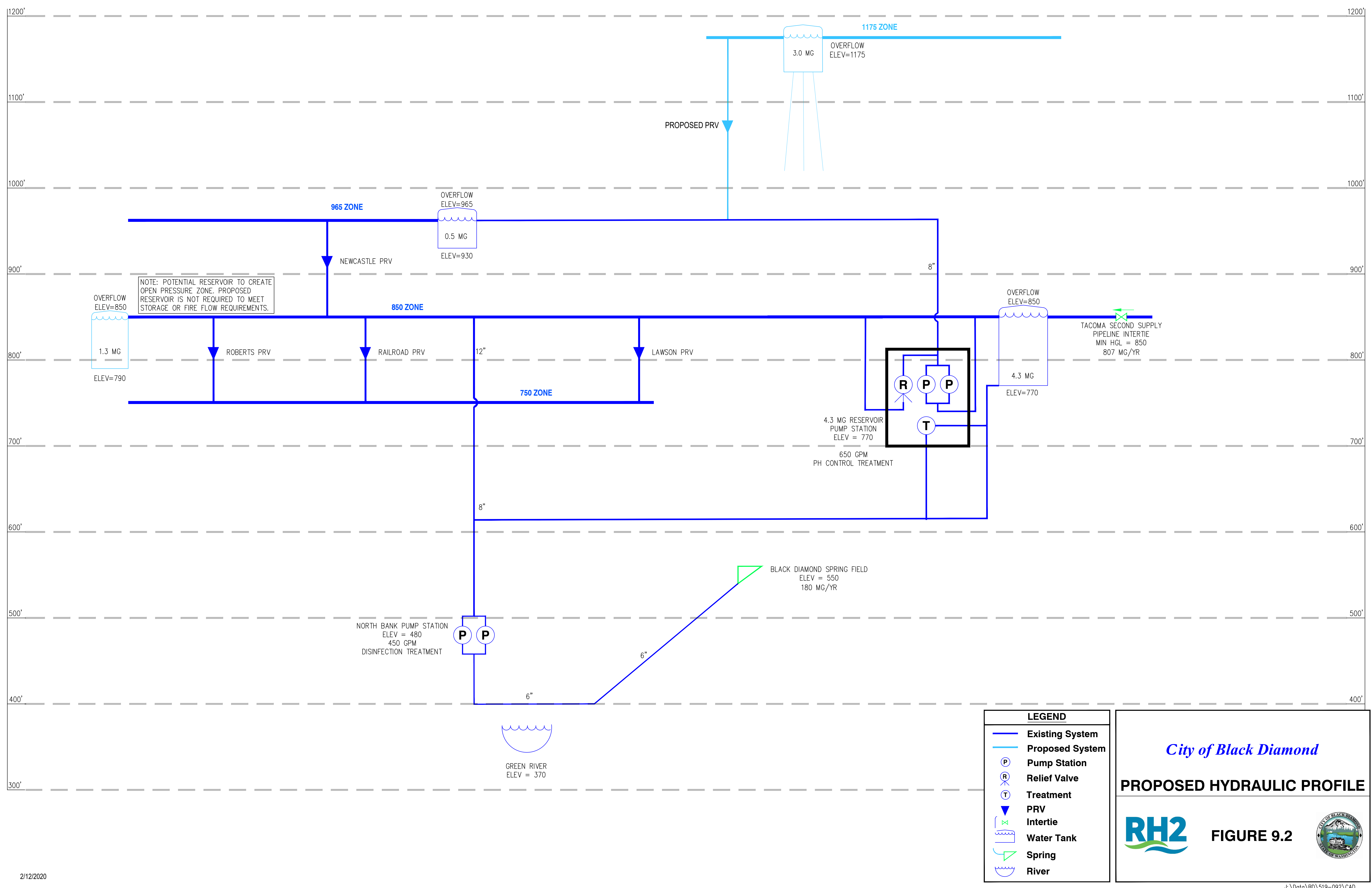
Figure 9.1
Proposed Water System
Improvements
City of Black Diamond
Water System Plan

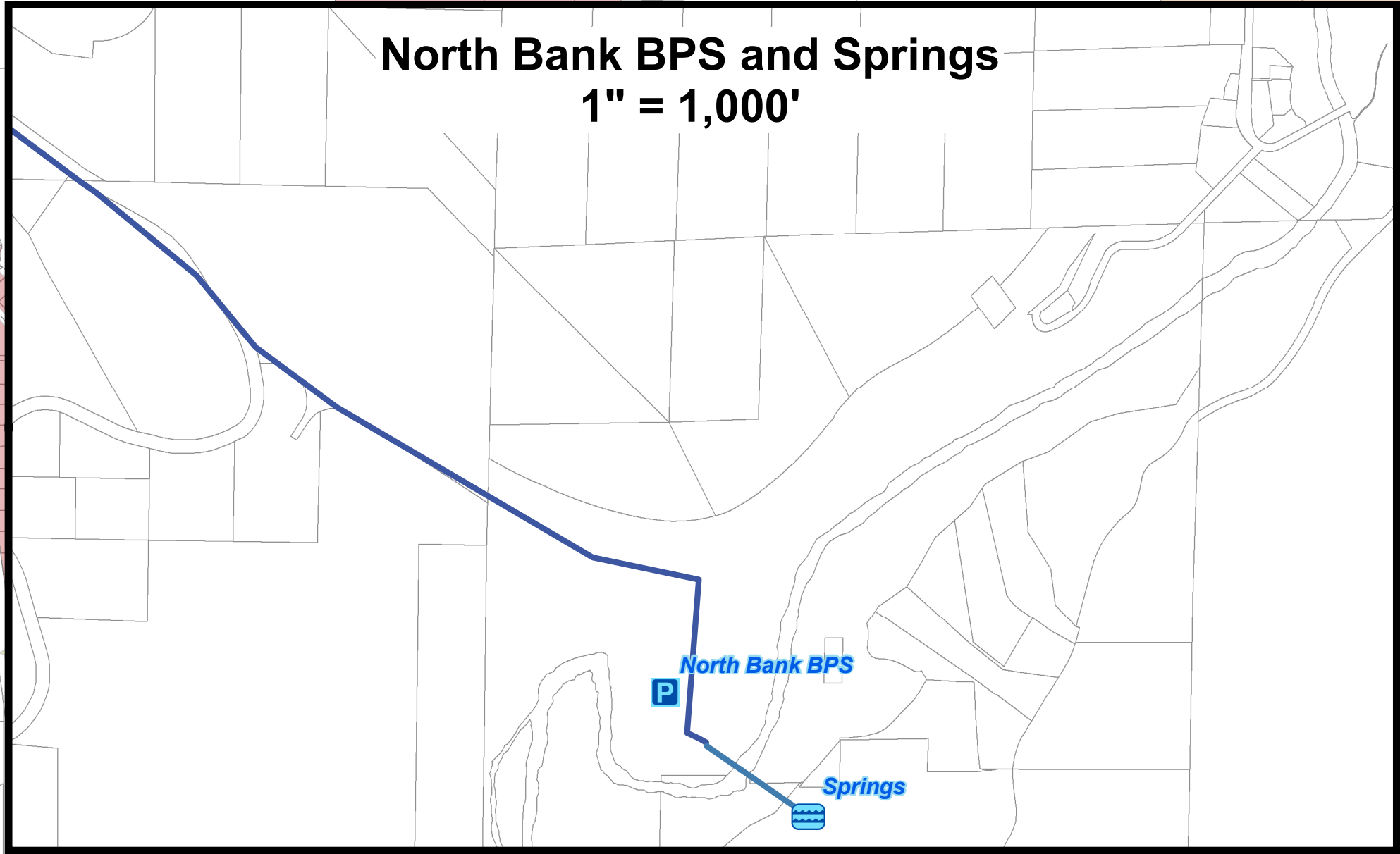
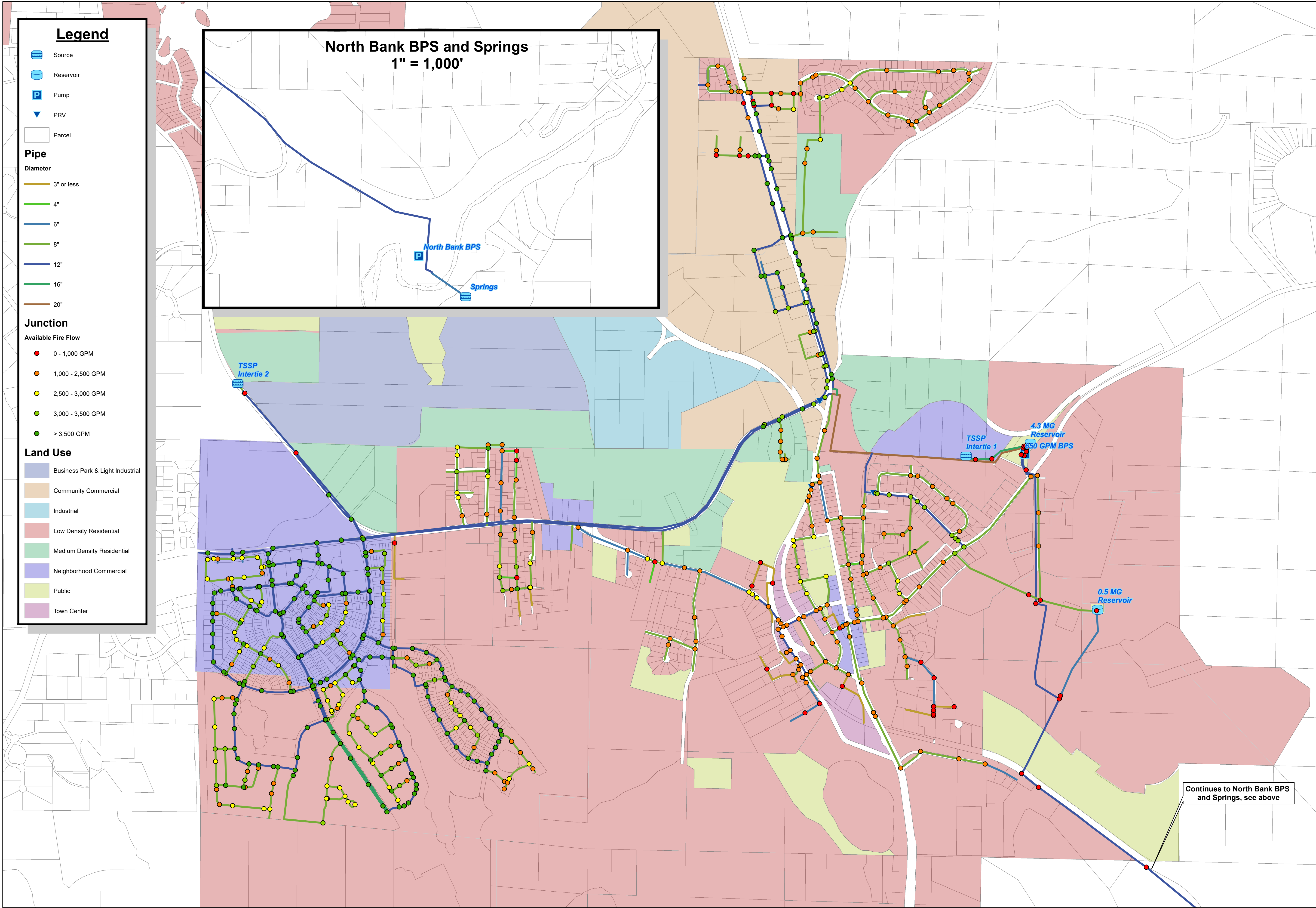


DRAWING IS FULL SCALE WHEN BAR MEASURES 2"



J:\DATA\BD\519-092\GIS\MAP\FIGURE 9.1 CITY PROPOSED IMPROVEMENTS.MXD BY: JRIBAIL PLOT DATE: JUL 28, 2025 COORDINATE SYSTEM: NAD 1983 HARN STATEPLANE WASHINGTON NORTH FIPS 4601 FEET





This map is a graphic representation derived from the City of Black Diamond Geographic Information System. It was designed and intended for the City of Black Diamond staff use only; it is not guaranteed to survey accuracy. This map is based on the best information available on the date shown on this map.

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Vicinity Map



Figure A Existing Water System MDD City of Black Diamond Water System Plan



1 inch = 600 feet
0 305 610 1,220 Feet

DRAWING IS FULL SCALE
WHEN BAR MEASURES 2"



J:\DATA\BD\519-092\GIS\MAP\FIGURE A JUNCTIONS\MDD.MXD BY: JRIBAIL PLOT DATE: SEP 10, 2024 COORDINATE SYSTEM: NAD 1983 STATEPLANE WASHINGTON NORTH FIPS 4801 FEET

Legend

 Source

 Reservoir

 Pump

 PRV

 Parcel

Pipe

Diameter

 3" or less

 4"

 6"

 8"

 12"

 16"

 20"

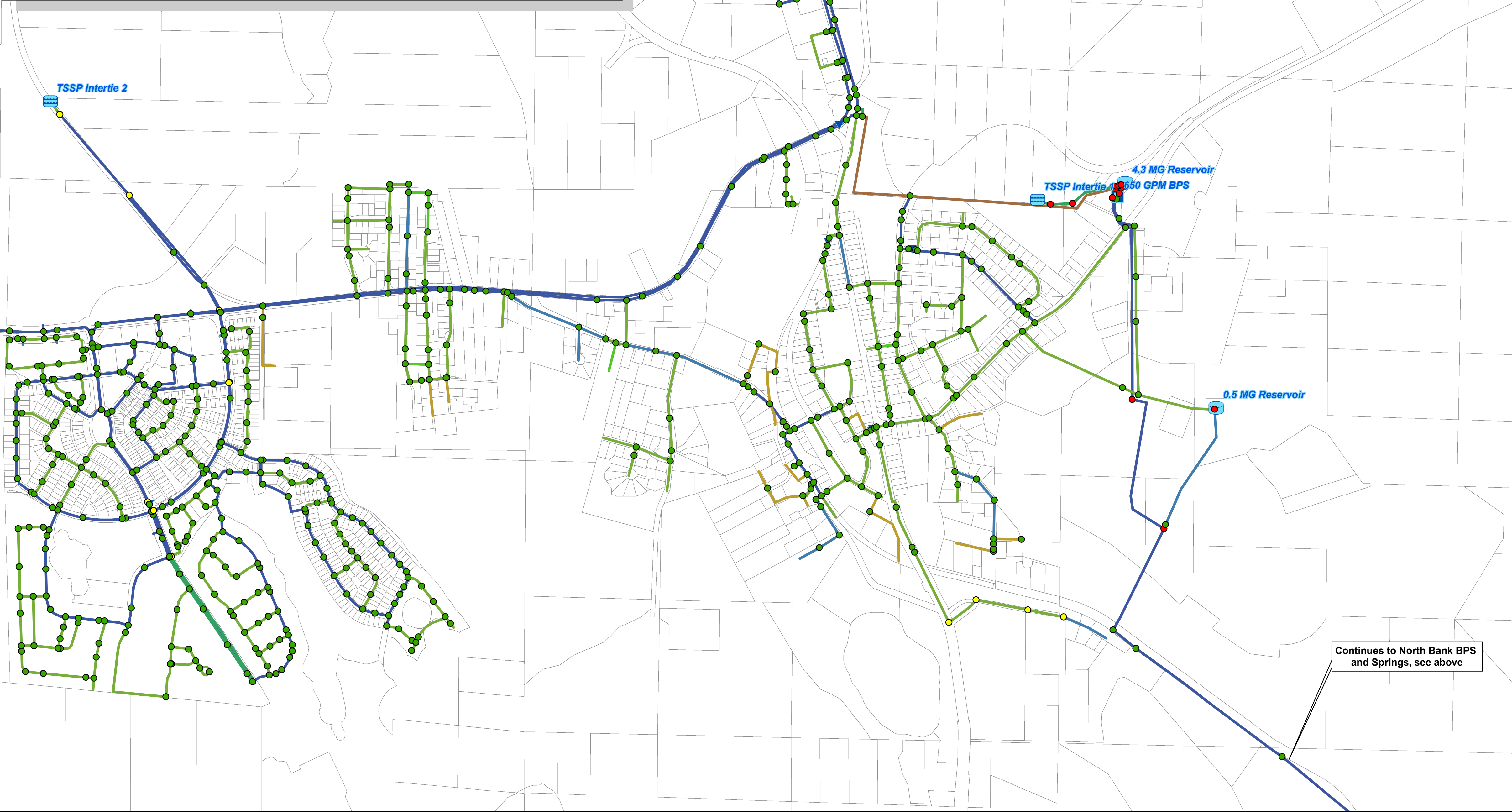
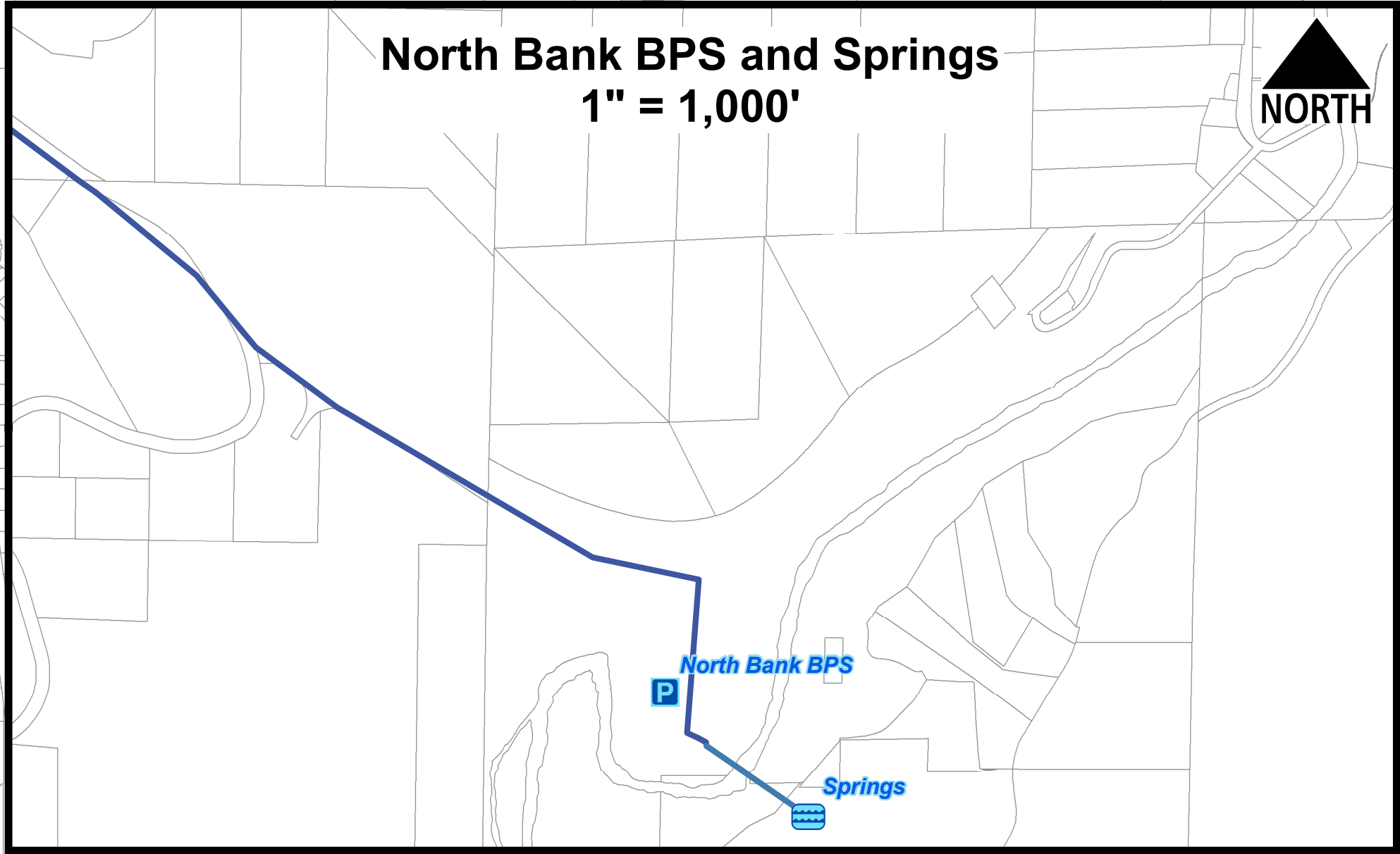
Junction

Pressure

 0 - 30 psi

 30 - 100 psi

 > 100 psi



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Vicinity Map

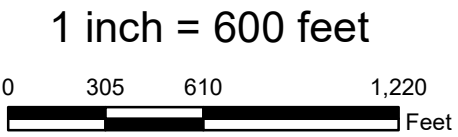


Figure B

Existing Water System PHD

City of Black Diamond

Water System Plan



DRAWING IS FULL SCALE WHEN BAR MEASURES 2"



J:\DATA\BD\519-092\GIS\MAP\FIGURE B JUNCTIONSPHD.MXD BY: JRIBAIL PLOT DATE: SEP 10, 2024 COORDINATE SYSTEM: NAD 1983 STATEPLANE WASHINGTON NORTH FIPS 4601 FEET



1201 PACIFIC AVENUE, SUITE 1750
TACOMA, WA 98402

July 2025

Dan Cardwell
Committee Chair
King County Utility Technical Review Committee
919 Southwest Grady Wy Suite 300
Renton, WA, 98057

Sent via: Email

Subject: City of Black Diamond; UTRC Water System Plan Review
Comments

Dear Dan:

The responses to the King County Utility Technical Review Committee (UTRC) comments are shown below with the responses in red text below.

General

- 1) King County UTRC is reviewing the Plan as a draft document. **Noted.**
- 2) The City Council must approve the Plan prior to sending it to King County for final review and approval. **Noted.**

Specific Comments/Questions

3) Page 2-2. Growth and System Planning Efforts/Figure 2.1. The text states that the City is charged of planning for utilities to serve its Urban Growth Area. It further details efforts to provide service to these areas. As shown on Figure 2.8 (Retail Service Area), all of the City's urban area is included within its Retail Service, except for the area around Lake 12. While the text states that the City has not been approached to entertain an annexation of this area, the City should still plan to provide service to this area consistent with King County Countywide Planning Policy PF-4: Recognize cities as the appropriate providers of services to the Urban Growth Area, either directly or by contract. Extend urban services through the use of special districts only where there are agreements with the city in whose Potential Annexation Area the extension is proposed. Within the Urban Growth Area, as time and conditions warrant, cities will assume local urban services provided by special service districts.

WASHINGTON LOCATIONS

Bellingham
Bellevue
Bothell (Corporate)
East Wenatchee
Richland
Tacoma

OREGON LOCATIONS

Medford
Portland

IDAHO LOCATIONS

Nampa

While the Plan notes that Lake 12 is "detached" from the City, the City's Retail Service Area already includes Rural designated properties adjacent to Lake 12. Consequently, it should not be considered "detached" from its existing service area.

The inclusion of this area into the City's water service area would serve the interest of public health. Many properties around the lake originally platted in the 1950s were developed as seasonal cabins which now act as full-time residences. These properties were developed during a time when untreated surface water was considered an acceptable domestic water supply. Based on most recent King County and Department of Ecology records, at least 18 homes appear to still be using water from Lake 12 as their domestic water supply - a practice no longer permissible according to Public Health standards. While 20 of the developed properties surrounding Lake 12 have no record of an approved water source or septic system, we believe a majority of them continue to use water from Lake 12 as their domestic water supply.

Additionally, there is record of at least 3 properties connected to unapproved Group B systems. At least 4 private wells are known to be located within 100 feet of potential sources of contamination, including septic systems and surface water. The area also features 19 undeveloped lots, many of which appear likely to face insurmountable challenges in obtaining a safe and compliant water source. As it currently stands, King County can confirm through available records that only 6 out of the 52 developed properties surrounding the lake have a domestic water supply that meets current public health well siting and water source standards. Please explain the City's rationale for not including Lake 12 within its Retail Service Area, while it has included Rural designated properties. King County encourages the City to reconsider the expansion of its service area to include Lake 12.

Page 2-3 includes additional information regrading potential annexation areas. Please also reference the City's Comprehensive Plan which contains information about the City's annexation policies. The expansion east would require infrastructure be brought up to City standards prior to extending City infrastructure to the area.

4) Page 2-17. Retail Service Area. This section explains the City's obligation to provide water service under Municipal Water Law. However, this section does not explain how the City intends to meet its duty to provide service within its retail service area. Please provide an explanation in the Plan.

Page 2-17 includes the elements that compose it's expectations and duty to serve.

5) Page 3-2. Regional Plans and Documents – King County Comprehensive Plan. The text should be amended to recognize King County's 2024 update.

The text references the 2024 King County Comp Plan.

6) Page 3-2. Regional Plans and Documents. This section should include reference to the King County Countywide Planning Policies and its policies associated with utility services.

The text is updated and references County policies for development outside City limits.

7) Page 3-2. Regional Water Supply Planning – Climate Change Technical Memoranda. The text indicates that the Regional Water Supply Planning Groups technical memorandums were reviewed to determine anticipated impacts to the City's water source(s). Please clarify the date of these technical memoranda's. If this reference's the Department of Ecology's Publication No. 14—03-031 (Technical Memorandum #8: Impacts of Climate Change on Groundwater Resources: A Literature Review, Prepared for Climate Change Technical Committee, December 13, 2007), please cite the publication appropriately. Given this memorandum was published over 15 years ago, it is recommended the City review more recent information. At a minimum, as the City has two wholesale interties, the City's Plan should acknowledge the City of Tacoma's 2019 Water System Plan's information addressing climate change (Section 9.2).

The text also states that the "City is committed to investigating potential impact of future climate changes on its water system and proactively preparing for these impacts." If this statement is accurate, it should be reflected in the Plans Capital Improvement Program by identifying a future study.

The text regarding climate change is updated and a CIP to Chapter 9.

8) Page 3-5. Table 3.1 – Growth Projections. Please note that these projections are outdated as the actual 2024 population estimate, 7,195, is significantly lower than the projection in the table. Please update the projections with a current base year.

The growth projections are significantly higher than the housing growth targets as approved through the King County Countywide Planning Policies. While it is recognized that the City's water service area includes two master planned communities, is it realistic for these developments will build-out as quickly as projected? The City is encouraged to review the growth projections against the approved housing targets and determine if it is appropriate to modify its growth projections to be more consistent with the approved Countywide housing targets?

Page 3-4 includes additional discussion relating to developer agreements approved by the City and County.

9) Projected Population and Land Use. The text references the "County's Office of Finance Management OFM growth projections. Please correct this reference as this County office does not exist.

The text has been updated.

10) Page 4-11. Distribution System Leakage. The text states the water system's Distribution System Leakage (DSL) averages greater than 12.9 percent of the last three years. However, the checklist submitted with the Plan indicates the City reported a three-year average of 7.4 percent in 2024, below the State required 10 percent threshold. Please update the text and Table 4.8 to reflect this more recent data.

Recent WUE data is included in Table 4.8.



11) Page 4-1. Certificate of Water Availability. As the City's water service area also includes unincorporated King County, please edit the text to acknowledge King County also requires the identification of a water source prior to the issuance of a building permit.

Page 4-2 includes a note for the County's requirements and process.

12) Page 5-2. Service Area Policies – Annexation. The policy requires new development outside of the City limits to be annexed according to an identified timetable. How can this policy be implemented for the unincorporated Rural area? Please edit the policy to recognize a portion of the service area is not able to be annexed by the City.

The table on page 5-2 has been updated. Reference the City's municipal code and comprehensive plan for annexation policies.

13) Section 5- Service Area Policies. The Plan should define Timely and Reasonable Service and identify the local appeal process. It should further be noted the local appeal process shall be exhausted prior to an appeal being submitted to the King County Utilities Technical Review Committee (UTRC), for properties in unincorporated King County.

Page 2-17 describes the City to be in accordance with DOH 331-444. The development outside City limits in unincorporated King County must follow County code.

14) Section 5 – Service Policies. A service policy should be added that requires a future connection agreement if a property is not required to connect to the system at the time of the development.

Table 5.1 has been updated to include the relevant City code.

15) Appendix D – Review Agency Comments. This appendix should be updated with comment letters associated with this version of the Plan. The comments are now included in Appendix D.

If you have any questions regarding the responses, please call me at (253) 393-2964 or via email at jribail@rh2.com. Thank you for taking the chance to review the City's Water System Plan.

Sincerely,

Jared Ribail
Project Engineer

Attachments: Revised Water System Plan

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Fire Annexation – Fiscal Presentation and Preferred Provider Discussion	Agenda Date: August 7, 2025	
	AB25-077	
	Mayor Carol Benson	X
	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:		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Council Questions, Council Meeting PowerPoint		
SUMMARY STATEMENT: The City of Black Diamond has been evaluating long-term options for the delivery of fire and emergency medical services in order to ensure reliable, sustainable, and cost-effective service for the community. The process started in roughly the fall of 2022 and three approaches have been considered: (1) establishing a city operated fire department, (2) continuing to contract for fire services, and (3) annexation into a regional fire district/authority. After extensive evaluation and changes in circumstances, annexation into a fire district/authority has emerged as the only feasible long-term option for the City. Without annexation, the City would likely face the need for a significant levy lid lift and other revenue enhancements to preserve essential services while maintaining balanced budgets. The City issued a Request for Proposals (RFP) to explore potential service providers and received no responses, although the City's current contract service provider, Mountain View Fire & Rescue, submitted a letter affirming its interest in pursuing annexation. Subsequently, an additional agency expressed interest in annexation: Puget Sound Regional Fire Authority (PSRFA). Both agencies were invited to make presentations to the City Council regarding their capacity to meet Black Diamond's service needs and have expressed a willingness to work with the City on the terms of a potential annexation. Annexation would transfer the cost and responsibility for fire service provision to the selected fire authority, thereby removing the expense from the City's General Fund and improving the City's long-term fiscal stability. This would allow General Fund resources to be redirected to other critical services and capital needs. Both MVFR and PSRFA maintain consistent professional staffing levels, training standards, and resources, and would provide high-quality service delivery to Black Diamond residents under an annexation model.		

If voters do not approve annexation, the City's contingency plan would be to continue contracting for fire services until annexation could be approved at a future election. This scenario, however, would place significant pressure on the City's General Fund because market-rate contracts for fire service are projected to cost significantly more than the existing contract in 2028. Financial forecasts show that, without annexation or other structural changes, the City may face General Fund deficits.

Staff will be presenting an analysis to give council a comprehensive understanding of the City's fiscal position related to fire services.

For these reasons, staff recommends that the Council select a preferred partner for annexation and authorize the negotiation of a Pre-Annexation Agreement. Once negotiations are complete, staff would return to Council for approval of the agreement and related legislation prior to submitting the annexation proposition to voters at the August 2026 primary election.

FISCAL NOTE (Finance Department): N/A

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION:

Option 1: I move that the Council select Mountain View Fire & Rescue as the City's preferred partner for annexation and authorize the City Administrator to negotiate and return to Council a Pre-Annexation Agreement with Mountain View Fire & Rescue and to prepare all necessary legislation to place an annexation measure on the August 2026 primary election ballot, subject to final Council approval of the Agreement and ballot materials.

Option 2: I move that the Council select Puget Sound Regional Fire Authority as the City's preferred partner for annexation and authorize the City Administrator to negotiate and return to Council a Pre-Annexation Agreement with Puget Sound Regional Fire Authority and to prepare all necessary legislation to place an annexation measure on the August 2026 primary election ballot, subject to final Council approval of the Agreement and ballot materials.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 7, 2025		

Answers to Questions Received from Council

Question: I would like to see city budgets (or actuals) for the past 3-5 years and the future 3-5 years that clearly delineate the revenues and expenses related to fire service and the rest of the City. I hope to see how the City's finances will look absent the fire funding. I would like to see a long-term forecast (20 years), Including Capital Expenditures of the City's budget with and without fire funding. (Annexation vs. City Funding).

Answer: Slide 9 of the PowerPoint shows past contract amounts as well as the City's general fund budget amounts. Actuals for fire expenditures are slightly different based on capital and operating expenses but have been mostly minor with the exception of vehicle purchases. In 2025, the City budgeted for \$144,000 in expenses outside of the contract itself. Slide 11 shows the entire City budget picture looking ahead should the contract model remain in the event of a failed annexation vote.

Question: I would like to know what options are on the horizon for increasing the City's income in future years (e.g., additional taxes, levy lid lift, law and rule changes).

Answer: Property tax levy lid lifts (limited depending on the combined City, fire, and library levies), establishment of a business and occupancy tax, increase in developer impact fees, increase to sales taxes (economic development), and increases to utility taxes.

Question: I would like an estimate of what the "gap funding" might look like, depending on the timing of annexation (before or after August 1, 202X).

Answer: Slide 11 shows general fund expenditures assuming annexation is successful and takes effect at the end of the Mountain View Contract. This graph also assumes no major changes to budgeting practices, which is not realistic. There is no gap funding aside from pulling additional funds from general fund reserves and making cuts to expenditures.

Question: I would like to see an evaluation of future service options (annexation, city-run fire department, etc.) with financial and operational comparisons.

Answer: Staff has not included the City Run Fire Department option in this presentation, but it would be more expensive than the contract model due to needing administrative staff (otherwise shared with the contractor), and the burden on the rest of the City (finance, clerk, facilities, etc.).

Question: If annexation or a new model doesn't move forward in time, what's the contingency plan to ensure uninterrupted services.

Answer: The contingency plan would be to have contracted services until the voters pass annexation. Slide 10 shows what this would look like.

Question: If the council approves annexation without a levy lid lift vote, will the projected \$1.3 million in savings sufficiently fund public safety without negatively impacting the general fund, considering the current levy rate of \$1.34 per \$1,000 of assessed valuation, which is susceptible to decrease with population increases?

Answer: This depends on a number of factors related to expenditures in other general fund departments and program as well as future revenue sources with potential commercial growth (sales tax revenue). In the absence of major increases to sales tax, the City will have to do a levy lid lift at some point, but when to do said levy lid lift is uncertain. Slide 11 shows one possible scenario and slide 14 shows the different potential revenue increase from a levy lid lift depending on whether MVFR or PSRFA is selected.

Question: What have we been paying for fire services for the last 5 years on an annual basis and how has it been funded? For each year, please include a breakdown of the following information:

Answer: Slide 9 shows historical contract expense beginning in 2020. There have been other expenditures related to capital purchases and operational needs but those have been one time purchases. We are working to get a better sense of what these figures are. Fire service is paid from the general fund, primarily property tax but other funds also contribute to it.

Question: All past fire related expenses that we have paid.

Answer: Slide 9 shows historical contract expense beginning in 2020. There have been other expenditures related to capital purchases and operational needs but those have been one time purchases. We are working to get a better sense of what these figures are. Fire service is paid from the general fund, primarily property tax but other funds also contribute to it.

Question: All funding sources used to cover these expenses (taxes, levies, fire mitigation fees, and any other sources of funds used to pay fire services up until now).

Answer: Fire service is paid from the general fund, namely property tax but other funds also contribute to it.

Question: Any deficiency in specific fire services funding sources that had to be covered from other funds and how those fees were covered.

Answer: As of 2025, Public Safety revenues are the primary source. The general fund budget as a whole has been relying on reserve funds in the past.

Question: I would like to see the timeline again.

Answer: Slides 10-11 and 16-17 have graphs detailing different annexation scenarios for a 10-year forecast. Slide 10 depicts a contingency plan that resembles a \$3.5M annual contract for fire services, without a levy lid lift.

Timeline for annexation is as follows:

August, 2025: Potential direction by Council to select preferred service provider

2026 Primary Election: Vote to approve annexation

December 31, 2027: Contract expires with Mountain View

January 1, 2028: Voter approved Annexation takes effect

Question: How much revenue the city will have to work with if we go through annexation and if there is enough revenue to keep the city solvent.

Answer: Slide 10 depicts the General Fund's revenues in the event of annexation. If the City continues to budget how it has been in previous years, the City would remain solvent until 2032, unless actions are taken to reduce projected spending or increase revenues.

Question: I would like a list of assets and funds that could be transferred to the fire district if we were annexed.

Answer: Funds that could be transferred, pending negotiations are Fire Impact Fees. We do not currently have a comprehensive list of equipment but are compiling it. Will not be ready for the August 7 meeting.

Black Diamond Annexation Overview

Agenda

Table of Contents

Property Taxes, How Are They Used?	Page 03
Annexation	Page 04
Changes to Black Diamond's Operations	Pages 05 - 06
General Fund Budgeted Expenditures 2025	Page 07
Contingency Plan	Pages 08 - 10
Levy Rates and Comparisons	Pages 12 - 13
10 – Year Forecasts	Pages 15 -16
Fire Benefit Charge	Pages 18-19
Annexation Options by Level of Service	Page 20
Recommendation	Page 27

Property Taxes, How Are They Used?

As of today, property taxes are distributed into eight different “buckets”. For a \$600,000 home in 2025, the property tax levy for that property would equal approximately \$5,443.92. Of that amount, 15%, or \$804 is levied by the City of Black Diamond. Of the amount levied to Black Diamond, 22.5% is used towards the procurement of fire services.



*Note: \$600,000 is used for illustrative purposes only and for consistency throughout fire service-related presentations. This amount is not meant to be representative of the average cost of a new home in Black Diamond.

Annexation

Initially, the City investigated the feasibility of: (1) a city-owned fire department; (2) contracted fire services; and (3) annexation into a fire authority. After much deliberation and changes in circumstances, annexing into a fire authority is the only foreseeable option. The two fire authorities that have expressed interest in an annexation agreement with Black Diamond are Mountain View Fire and Rescue and Puget Sound Regional Fire Authority.

Changes to Black Diamond's Operations

Before Annexation	After Annexation
Black Diamond pays the fire service provider directly from the General Fund.	The taxpayer is levied property taxes directly from the fire service provider.
The City retains ownership and control of fire facilities, vehicles, and equipment.	Pending negotiations, the fire annexing authority would attain ownership of fire facilities, vehicles, and equipment.
The City assists with the purchase of capital equipment in addition to the fire service fee.	The City would no longer purchase capital equipment nor pay a fire service fee.

Additional Changes, after Annexation



All responsibilities, liabilities, and duties would be permanently shifted to the fire district.

Fire services would no longer be budgeted, nor paid for by the City.

Annexation is permanent.

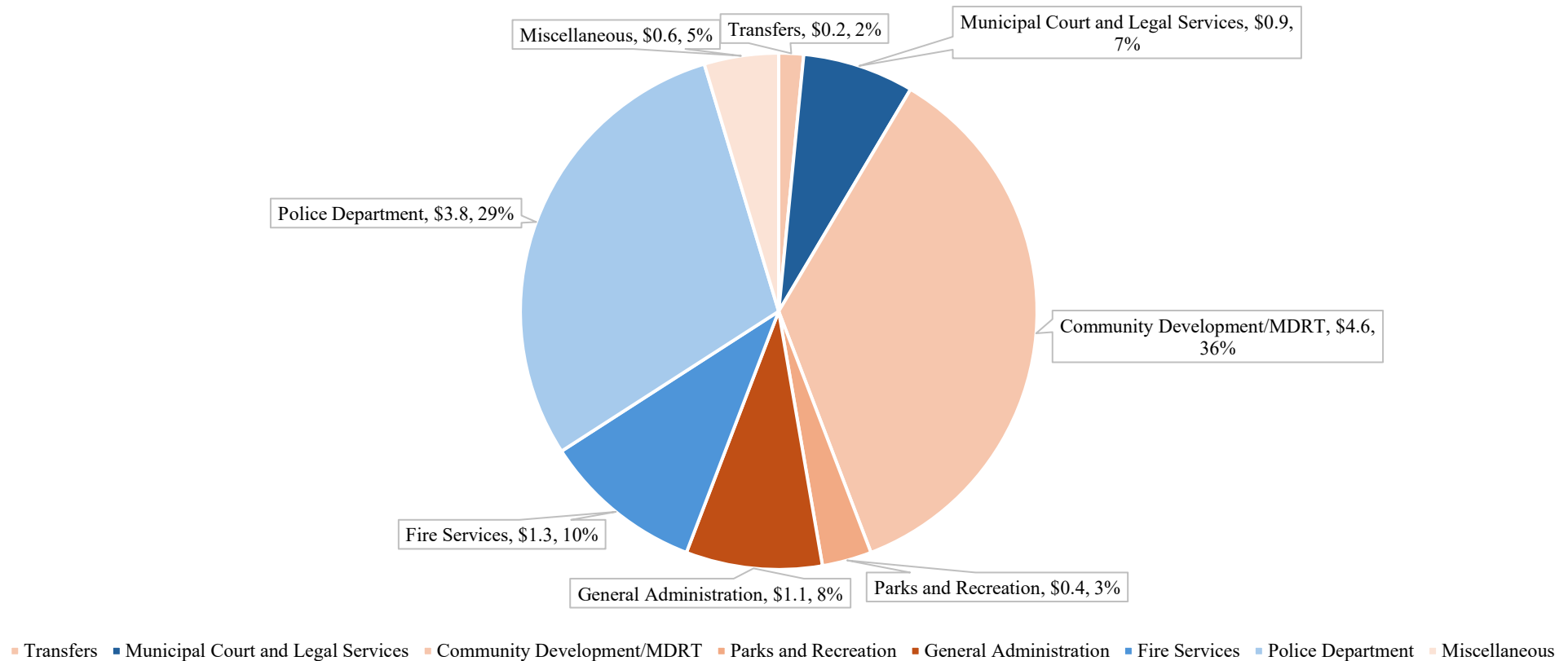
* Note there is a window of time that allows for dissolution.

Quality of service will be self-managed by the annexing authority

The City will have a levy rate capped at either 2.1 or 1.6 depending on the annexing authority.

General Fund Budgeted Expenditures, in Millions

General Fund 2025 Budgeted Expenditures, in Millions



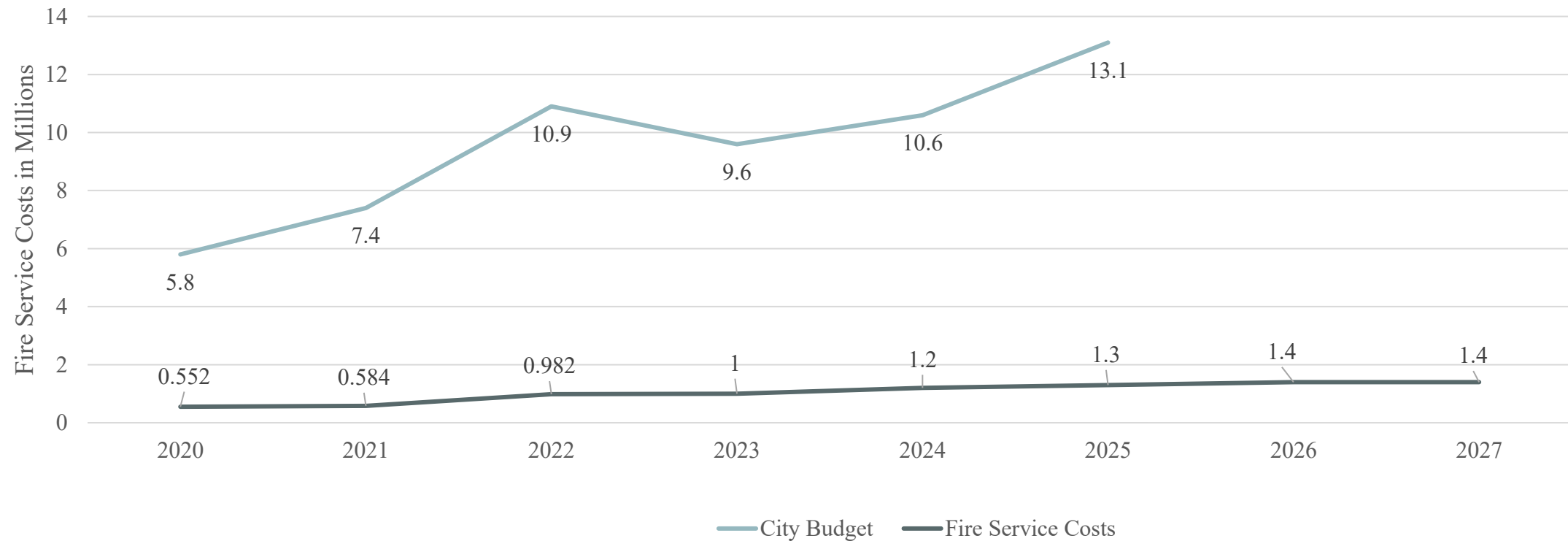
Total Expenditures, \$12.9M

Contingency Plan

If annexation does not pass, the assumption is that a fire service provider would be willing to contract with the City until annexation passes the necessary votes. The upper market rate for a 3 FTE department is approximately \$3.5M. The following graph depicts how that would affect the City beginning in 2028.

MVFD Fire Contract Cost Estimates through 2027 (end of current contract)

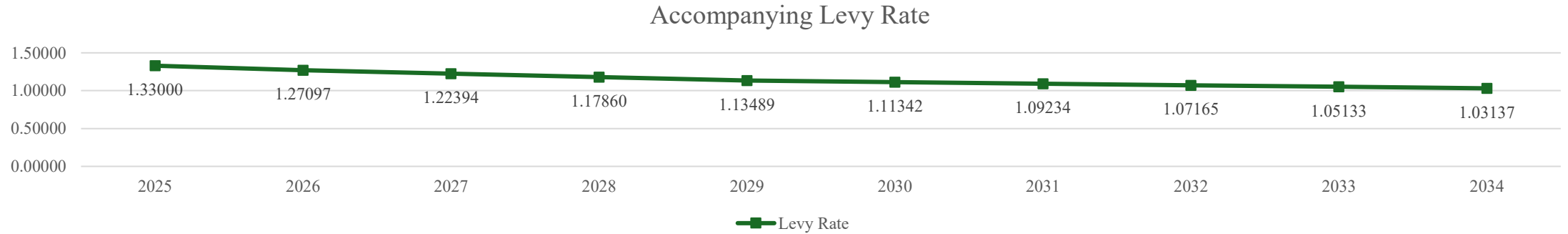
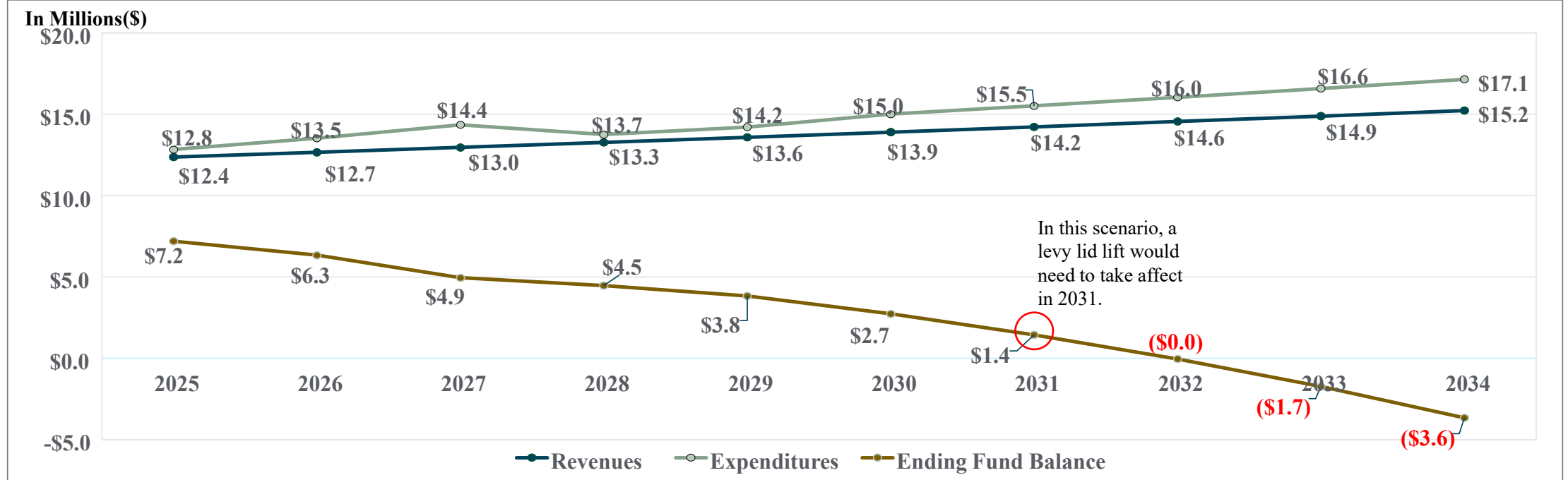
Fire Service Costs (in millions)



Contracting as a Contingency Plan in 2028, Graph



Annexation in 2028, Graph



*Note: the effect of annexation towards the General Fund is the same for both potential fire service providers, because the current levy rate is beneath 1.5.

What is a Levy Rate?

A levy rate is a key component in determining property taxes, representing the tax rate applied per \$1,000 of a property's assessed value.

Regardless of how much assessed valuation increases, Black Diamond's property tax revenue can only increase 1% plus new construction, annexations, and adjustments from prior years.

To increase the baseline property tax by more than 1%, the City would need a levy lid lift. The levy lid lift would increase the baseline property tax value, that would increase the levy rate to reflect that change.

Levy Rate Comparison			
	Before Annexation	Annexation MVFR	Annexation PSRFA
Black Diamond Max Levy	\$3.10	\$1.60	\$2.10
Fire Authority Max Levy	\$0.00	\$1.50	\$1.00
Library Max Levy	\$0.50	\$0.50	\$0.50
Total Levy Amount	\$3.60	\$3.60	\$3.60

Note 1: The Black Diamond levy rate is currently \$1.33

Note 2: All projections within this presentation assume \$100,000 in new construction levy per year.

Note 3: An example calculation is in the Appendix

Levy Rate and Revenue Comparison

	2025	2028	2029	2030	2031	2032	2033	2034	2035
Total Assessed Valuation	\$2,399,531,639	\$2,974,479,525	\$3,208,119,325	\$3,392,549,287	\$3,584,212,145	\$3,783,359,318	\$3,990,250,395	\$4,205,153,398	\$4,428,345,051
Baseline Property Tax Levy	\$3,105,740	\$3,502,857	\$3,637,885	\$3,774,264	\$3,912,007	\$4,051,127	\$4,191,638	\$4,333,554	\$4,476,890
Levy Rate with MVFR	1.3300	1.1786	1.1349	1.1134	1.5797	1.5380	1.4979	1.4593	1.4222
Levy Rate with PSRFA	1.3300	1.1786	1.1349	1.1134	2.0680	2.0513	1.9452	1.8807	1.8334
Black Diamond Revenues with MVFR	\$3,105,740	\$3,502,857	\$3,637,885	\$3,774,264	\$5,661,007	\$5,817,617	\$5,975,793	\$6,135,551	\$6,296,906
Black Diamond Revenues with PSRFA	\$3,105,740	\$3,502,857	\$3,637,885	\$3,774,264	\$7,412,007	\$7,586,127	\$7,761,988	\$7,939,608	\$8,119,004
Accumulative Difference in Revenues	\$0	\$0	\$0	\$0	\$1,751,000	\$3,519,510	\$5,305,705	\$7,109,762	\$8,931,860

Note: The maximum rate for a levy lid lift was applied to both fire service providers in the year 2031.

Black Diamond Levy Rate Comparison, Graph



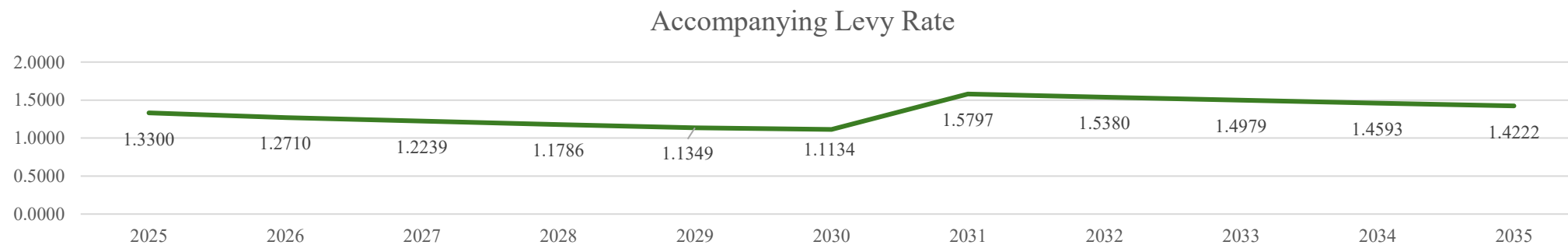
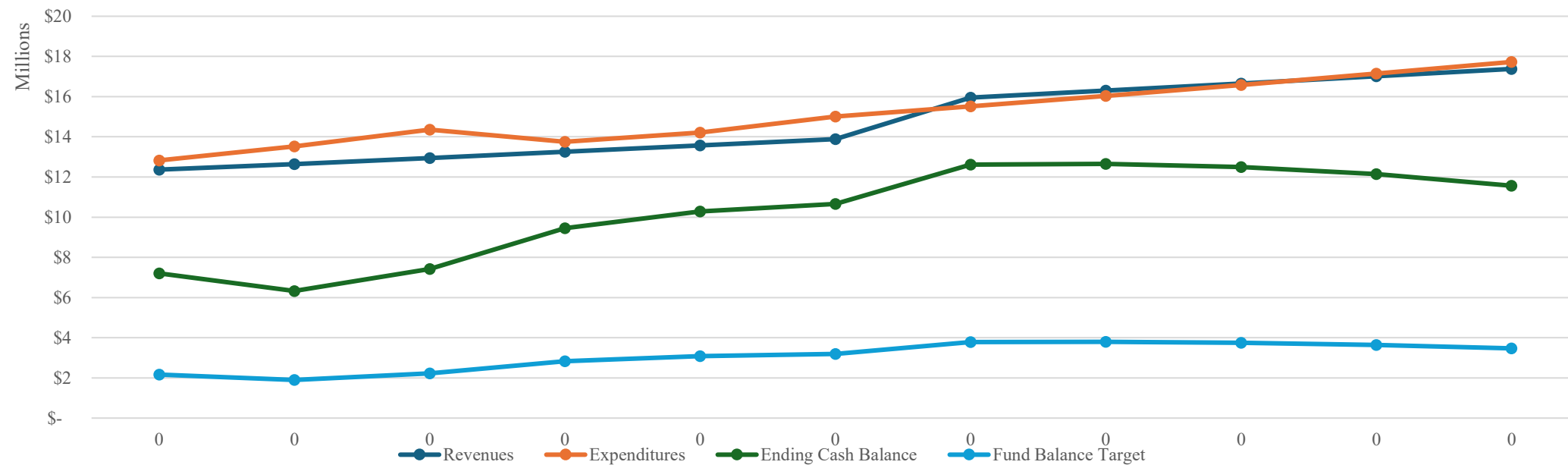


General Fund 10 – Year Financial Forecasts

Annexation to Mountain View Fire and Rescue in 2028, Levy Lid Lift in 2031

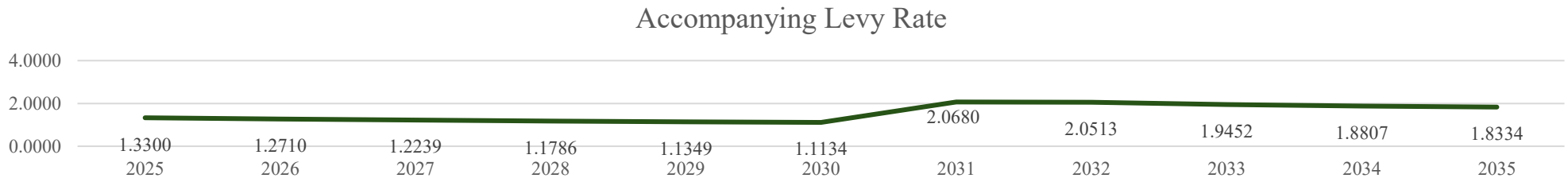
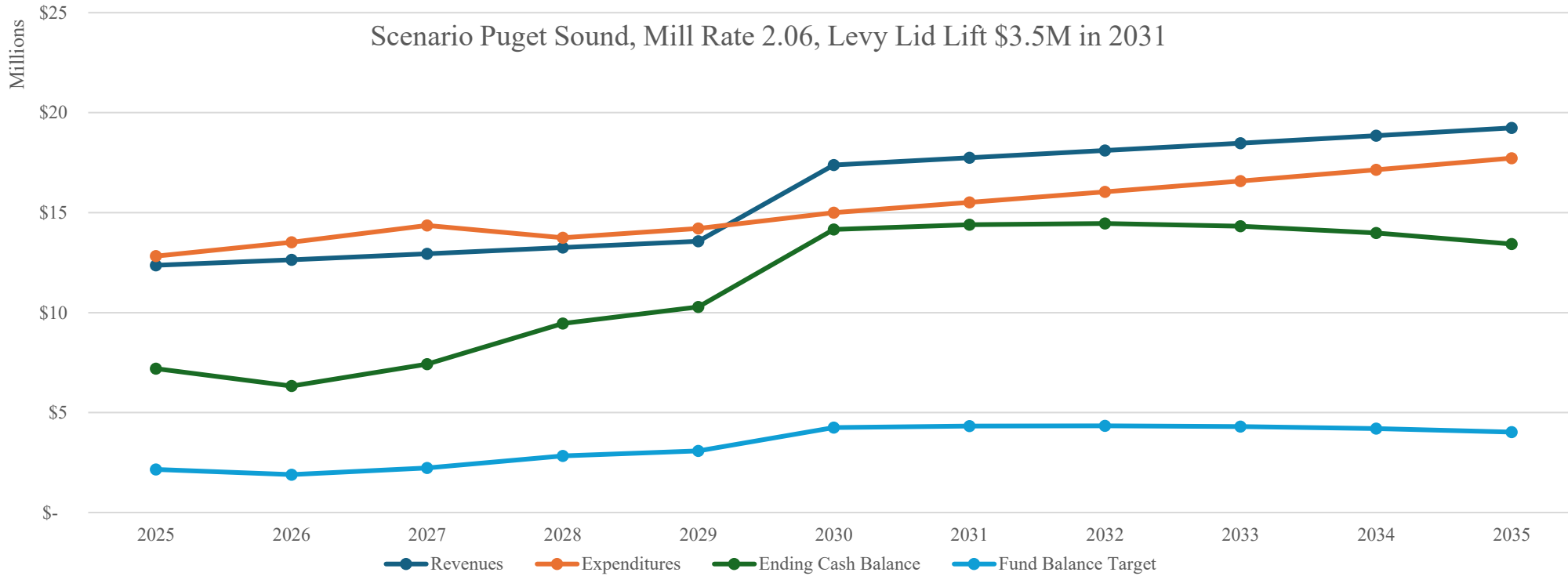
Annexation to Puget Sound Regional Fire Authority in 2028, Levy Lid Lift in 2031

Annexation to Mountain View Fire and Rescue in 2028, Levy Rate 1.6, Levy Lid Lift \$1.79M in 2031, Graph



Note: Levy Rate Cap is 1.6 for Mountain View Fire and Rescue

Annexation to Puget Sound Regional Fire Authority in 2028, Levy Lid Lift in 2031, Graph



Note: Levy Rate Cap is 2.1 for Puget Sound Regional Fire Authority

Puget Sound Fire Benefit Charge

The Fire Benefit Charge formula used is:

$\sqrt{\text{of total square feet} \times (18)^* \times (\text{category factor}) \times (\text{response factor}) \times (\text{risk factor}) \times (\text{fire flow factor}) \times (\text{discount})} = \text{Fire Benefit Charge}.$

- *18 is a coefficient value based on empirical tests by the Insurance Services Organization (ISO) to calculate the water or “fire flow” needed to extinguish a fire.

Risk Factors

When the structural improvement(s) on a property have higher than normal risk or fire loading, as defined by the National Fire Protection Association (NFPA) in Standard 13, other NFPA documents, or when a property generates excess demand for fire services, the benefit charge formula adds to the base fire benefit charge as follows:

- 15% increase for automotive fueling stations, general retail stores, eating and drinking establishments and light industrial/commercial buildings.
- 20% increase for big box retail, automotive fueling, repair, and service facilities.
- 30% increase when products or uses with high combustibility or high rates of heat release are present.
- 40% increase when products or uses with high quantities of flammable, combustible or hazardous materials are present.

Does every property owner pay the Fire Benefit Charge?

The Fire Benefit Charge is not a tax, so property tax-exempt entities, e.g., governments and charitable organizations, are not necessarily exempt from the benefit charge. However, certain exemptions do apply, and only improvements to property are assessed. The benefit charge does not apply to land.

PSF FBC + Levy vs. MVFR Levy

1830 Sq Ft Residential					
PARCEL	AV	FBC 2025	LEVY (\$1.00)	PSF (FBC+Levy)	MVFR (\$1.50 Levy)
4391600030	\$ 1,286,000	\$ 267.17	\$ 1,286.00	\$ 1,553.17	\$ 1,929.00
0844000280	\$ 406,000	\$ 267.17	\$ 406.00	\$ 673.17	\$ 609.00
2790 Sq Ft Residential					
PARCEL	AV	FBC 2025	LEVY (\$1.00)	PSF (FBC+Levy)	MVFR (\$1.50 Levy)
1021069097	\$ 754,000	\$ 329.89	\$ 754.00	\$ 1,083.89	\$ 1,131.00
8576040140	\$ 686,000	\$ 329.89	\$ 686.00	\$ 1,015.89	\$ 1,029.00
3980 Sq Ft Residential					
PARCEL	AV	FBC 2025	LEVY (\$1.00)	PSF (FBC+Levy)	MVFR (\$1.50 Levy)
1521069075	\$ 872,000	\$ 358.77	\$ 872.00	\$ 1,230.77	\$ 1,308.00
4067600090	\$ 1,534,000	\$ 358.77	\$ 1,534.00	\$ 1,892.77	\$ 2,301.00
3980 Sq Ft Residential					
PARCEL	AV	FBC 2025	LEVY (\$1.00)	PSF (FBC+Levy)	MVFR (\$1.50 Levy)
1421069074	\$ 723,000	\$ 394.01	\$ 723.00	\$ 1,117.01	\$ 1,084.50
2896300120	\$ 1,026,000	\$ 394.01	\$ 1,026.00	\$ 1,420.01	\$ 1,539.00

Annexation Options by Level of Service

Agency Comparison

	Mountain View	Puget Sound
Current Population Served	32,000	264,000
Square Miles Covered	70	120
Annual Calls for Service	3,000	50,000
Staff (FTEs)	37 FTE	454 FTE

Station Staffing

	Mountain View	Puget Sound
Station 98 (Lake Sawyer Road)	2 Person Aid Car/Tender/Brush Cross Staffed	3 Person Engine Staffed
Station 99 (Lawson)	3 Person Engine and Aid Car Cross Staffed	3 Person Engine Staffed
Notes	Ambulance provided by Mountain View	Ambulance Provided by Tri Med Ambulance Service

Governance, Training, Programs

Governance: Black Diamond resident will have the opportunity to serve on both Fire Board (exact terms to be determine in pre-annexation agreement)

- Puget Sound: Dedicated Black Diamond seats
- Mountain View: Elected at large with the entire district

Training: Both agencies use the South King County Training Consortium (led by Puget Sound) for all training.

Programs: FD Cares, Emergency Management, Fire Marshall, Community Relations



Other Considerations

FD Cares: Nurses and Social Workers to respond to chronic social and medical issues.

Ambulance Coverage: PSF utilizes private ambulance service, with new trial program placing private ambulances in fire stations, whereas MVFR cross staffs Aid Car.



Accreditation

What it is:

Establishes standards that must be met related to policies, response times, minimum staffing, equipment, etc. Must be applied for and re-accredited every 5 years.

Puget Sound Fire Authority has been accredited since 2004.

Mountain View is not currently accredited.

Layoffs & Hiring

Mountain View will **not** layoff firefighters if Puget Sound Fire is selected

Mountain View will hire new firefighters to cover additional station if selected

Puget Sound will hire new firefighters if selected

Recommendation



Recommendation

1. Council selects Puget Sound Fire Authority or Mountain View Fire to move forward with Annexation
2. Authorize staff to begin pre-annexation agreement and other necessary items to pursue a vote during the 2026 primary election.

Administration's Recommended Motion

I move that the Council select _____ as the City's preferred partner for annexation and authorize the City Administrator to negotiate and return to Council a Pre-Annexation Agreement with _____ and to prepare all necessary legislation to place an annexation measure on the August 2026 primary election ballot, subject to final Council approval of the Agreement and ballot materials.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Ordinance prohibiting the siting and operation of cannabis production, processing, research, and retail businesses in Black Diamond	Agenda Date: August 7, 2025	
	AB25-078	
	Mayor Carol Benson	X
	City Administrator Kevin O'Neill	X
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Andy Williamson	X
	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:		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Proposed Ordinance, Code Amendments (Attachment A)		
SUMMARY STATEMENT: On March 6, 2025, the City Council adopted a six-month emergency moratorium on the acceptance, processing, and approval of applications for business licenses, building permits, land development permits, and related land-use decisions for cannabis processing, cannabis production, cannabis research, and cannabis retail businesses within the City of Black Diamond. The purpose of the moratorium was to temporarily prohibit the siting of cannabis-oriented businesses in Black Diamond while the City Council further considers public input, studies the desirability of allowing cannabis-oriented businesses to locate in Black Diamond, and reaches a determination as to whether the City's cannabis regulations should be modified or repealed. The moratorium will expire on September 6, 2025, unless renewed by further Council action.		
The purpose of this agenda item is to review and consider the attached draft Ordinance and code amendments which, if adopted, would impose a permanent prohibition on the siting and operation of cannabis-oriented businesses in the City. This agenda item is an opportunity for Council to deliberate on whether it desires to proceed with the repeal of BDMC Chapter 18.62 Cannabis Regulations and make the other proposed code amendments as shown in the draft Ordinance and Attachment A thereto.		
City staff is looking for guidance from the Council as to whether the general framework and substance of this draft Ordinance is consistent with the Council's policy objectives, or whether the draft needs substantive revisions. Once the City Council settles on the general substance and objectives of the draft Ordinance, City Staff will refine the draft Ordinance as directed by Council, initiate SEPA review, and send notice to the Department of Commerce for its statutory review period. A public hearing on the draft Ordinance will also be scheduled before Council may take final action on any permanent changes to its regulations concerning cannabis-oriented businesses.		
FISCAL IMPACT: Reinstating a prohibition on the siting of cannabis-oriented businesses in the City will render the City ineligible for participation in the state cannabis revenue-sharing program and will mean that the City will not generate additional local sales tax from future cannabis retail sales.		

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: No action needed. City Staff are only looking for guidance as to whether the proposed Ordinance as drafted is consistent with the Council’s policy objectives, or whether substantive revisions are needed before proceeding with the steps leading to final adoption by Council.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 7, 2025		

ORDINANCE NO. 25-_____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
PROHIBITING THE SITING AND OPERATION OF
CANNABIS-RELATED BUSINESSES IN THE CITY;
REPEALING CHAPTER 18.62 OF THE MUNICIPAL CODE;
AMENDING CHAPTERS 18.04, 18.20, 18.36, 18.38, 18.42,
18.44, AND 18.100 OF THE MUNICIPAL CODE;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING
AN EFFECTIVE DATE**

WHEREAS, since 1970, federal law has prohibited the manufacture, delivery, and possession of cannabis (also known as marijuana) as a Schedule I drug through the Controlled Substances Act ("CSA"); and

WHEREAS, on November 6, 2012, the voters of the state of Washington passed Initiative Measure No. 502 ("I-502"), which decriminalizes the possession and personal use of small amounts of cannabis by individuals; provides a framework for licensing and regulating the production, processing, and retail sale of recreational cannabis; and provides that the state licensed production, processing, and retail sale of cannabis does not constitute a crime under state law; and

WHEREAS, the Washington State Liquor and Cannabis Board (WLCB) began issuing cannabis producer, processor, and retail licenses to applicants on March 4, 2014; and

WHEREAS, Article 11, Section 11 of the Washington State Constitution grants cities the general police power, which authorizes cities to adopt land use controls to provide for the regulation of land uses within the city, providing that such regulations are consistent with other applicable laws; and

WHEREAS, the adoption of land use and zoning regulations is a valid exercise of the City of Black Diamond's police power and is specifically authorized by RCW 35A.63.100 and the Growth Management Act, Ch. 36.70A RCW; and

WHEREAS, on January 16, 2014, the Washington Attorney General issued a formal opinion (2014 AGO No.2) concluding that: (1) Washington local governments are not preempted by I-502 or other state law from banning the location of a WLCB Board licensed cannabis producer, processor, or retailer within their jurisdiction; and (2) a local government (such as the City of Black Diamond) may establish land use regulations in addition to, and more stringent than, the buffer requirements established in I-502 and/or the requirements of the WLCB regulations codified at Chapter 314-55 of the Washington Administrative Code; and

WHEREAS, in 2015, the Washington State Legislature adopted Second Engrossed Second Substitute House Bill 2136 ("2E SSHB 2136"), which expressly acknowledges that Washington cities and towns maintain legal authority to prohibit the siting or operation of WLCB-licensed cannabis producers, processors, and retailers within the city or town; and

WHEREAS, in 2015, pursuant to Ordinance No. 1047, the City Council adopted Chapter 20.08 of the Black Diamond Municipal Code (BDMC), which, among other things, prohibited the ownership, operation, or siting of any business within the City of Black Diamond that produces, processes, or sells recreational marijuana; the use of any land or structure in the City of Black Diamond to cultivate marijuana; and the leasing or rental of any premises for marijuana retail, processing, or production operations; and further prohibited the City from issuing any business licenses for recreational marijuana businesses; and

WHEREAS, in 2015, pursuant to Ordinance No. 1048, the City Council adopted Chapter 20.04 of the BDMC, which, among other things, prohibited medical marijuana dispensaries and collective gardens within the City of Black Diamond, as well as the lease or rental of any premises to be used for a medical marijuana dispensary or collective garden in the City of Black Diamond; and

WHEREAS, in 2023, pursuant to a request and referral from the Black Diamond City Council, the Black Diamond Planning Commission studied and evaluated issues relating to a possible repeal of the cannabis prohibitions in former Chapters 20.04 and 20.08 and held a public hearing on September 12, 2023, to receive additional public input regarding potentially allowing cannabis retail, cannabis production, cannabis processing, and cannabis research businesses to locate and operate in Black Diamond; and

WHEREAS, at the conclusion of its analysis and deliberations, the Black Diamond Planning Commission prepared a recommendation that the City Council repeal former Chapters 20.04 and 20.08 and allow cannabis-related businesses to be sited within the City; and

WHEREAS, following a duly noted public hearing on October 19, 2023, the City Council adopted Ordinance No. 23-1198 repealing former Chapters 20.04 and 20.08 of the Black Diamond Municipal Code, with an effective date of January 1, 2025, to allow the City Administration time to prepare new zoning and other regulations to govern the siting and operation of cannabis retail, cannabis production, cannabis processing, and cannabis research activities in the City; and

WHEREAS, the Planning Commission subsequently held a public hearing on September 10, 2024, to consider and receive public input on draft cannabis regulations prepared by City Staff to implement the previously adopted repeal of Chapters 20.04 and 20.08, and on September 20, 2024, delivered a recommendation to the City Council

that the code amendments prepared by City Staff, including new Chapter 18.62 Cannabis Regulations, be adopted; and

WHEREAS, the City Council held a public hearing on November 7, 2024, to receive public input on the proposed new cannabis regulations, and thereafter on December 5, 2024, adopted Ordinance No. 24-1214, adding new cannabis regulations codified at Chapter 18.62 BDMC and incorporating other related amendment to the municipal code, all to be effective on January 1, 2025, to coincide with the effective date of Ordinance No. 23-1198, which repealed the prior ban on cannabis business; and

WHEREAS, following the January 1, 2025, effective date of Ordinance Nos. 23-1198 and 24-1214, the City Council received an outpouring of new public comment asking the Council to reconsider its actions and restore a city-wide ban on the siting and operation of cannabis-related businesses within the City, due to numerous and varied concerns that such businesses may negatively affect public health, safety, and welfare within the City; and

WHEREAS, on March 6, 2025, the City Council of the City of Black Diamond exercised its legal authority under RCW 35A.63.220 and RCW 36.70A.390 to adopt a temporary moratorium on the siting, operation, licensing, and permitting of cannabis-related businesses via Ordinance No. 25-1222, thereby giving the City Council time to further study the issues raised by members of the local community and school district, to receive and evaluate additional public feedback, and to consider whether the buffers and other newly adopted cannabis regulations in Chapter 19.62 of the municipal code should be revised, or whether a permanent prohibition on cannabis-related businesses should be reinstated in Black Diamond; and

WHEREAS, the City Council has received substantial public feedback in opposition to the possibility of cannabis-related businesses being permitted in Black Diamond, with public commenters largely of the view that they are undesirable, unsafe, and/or inconsistent with long-term planning goals and objectives of the City, particularly in light of the potential adverse effects such businesses may have on individuals, families, schools, and other businesses in surrounding areas, and the lack of offsetting fiscal or other benefits to the City; and

WHEREAS, a public hearing was held before the City Council on March 20, 2025, to take public testimony on whether the City should revise its cannabis regulations, including the applicable buffers, or implement a permanent and categorical prohibition on all cannabis-related businesses in the City; and

WHEREAS, the City Council has identified and been advised of the following risks and economic factors associated with allowing cannabis-related businesses in the City of Black Diamond:

- A. Impacts to property values and neighborhood safety and security that may arise as a result of increased proximity to cannabis-related businesses and strong odors associated with such businesses.
- B. Impacts to vulnerable members of the community, including school children and the effects that increasing availability and proximity of cannabis and perceived normalization of cannabis use could pose for school safety and school learning environments, as well as the long-term and short-term impacts on youth mental health and welfare.
- C. Increased burdens to resource-constrained law enforcement agencies, including potential diversion of Black Diamond Police Department personnel to cannabis-related arrests, including intoxicated drivers and other criminal activity associated with cannabis usage and proximity to cannabis-related businesses.
- D. Increased strains on local emergency medical responders due to cannabis-related incidents and accidents.
- E. Other potential secondary impacts to the community, including but not limited to potentially higher risk of burglaries and/or robberies associated with cash-based cannabis businesses and on-site storage of cannabis and cannabis-infused products.
- F. The ability of adult residents of Black Diamond to obtain legal cannabis products in other nearby jurisdictions and areas outside the city limits.
- G. The presence or lack of fiscal or economic development benefits flowing to the City if cannabis-related businesses were permitted within the City, including potential economic impacts and tax revenues associated with the siting of such businesses, and the opportunity costs of allowing the limited quantity of commercially zoned property in the City to be occupied with cannabis-related businesses.

WHEREAS, due to the unique characteristics of cannabis-related businesses, existing requirements in the BDMC, including Chapter 18.62, are likely inadequate to mitigate the community impacts and risks such businesses may present; and

WHEREAS, possession and use of recreational cannabis and cannabis-related business operations remain illegal under federal law even if, according to an August 2013 memo from the United State Attorney General's Office, investigation and prosecution of individuals for possession and use of small amounts of cannabis is not identified as a priority by federal law-enforcement agencies, so long as states

implement robust systems of procedures and controls to ensure that federal interests concerning cannabis (e.g., deterring distribution to minors, preventing cannabis-related revenue from going to organized crime, and preventing cannabis sales from serving as a cover for other illicit activities) are not threatened; and

WHEREAS, the City Council held an additional public hearing on _____ to receive public testimony on this Ordinance and the potential restoration of a permanent prohibition on the siting and operation of cannabis-related business in the City, and all persons wishing to be heard were heard; and

WHEREAS, the City's State Environmental Policy Act (SEPA) Responsible Official reviewed the substantive provisions of this Ordinance and the proposed municipal code amendments included herewith and issued a _____ on _____, 2025; and

WHEREAS, on _____, 2025, as required by RCW 36.70A.106, the City sent a notice of intent to adopt this Ordinance to the Washington State Department of Commerce, requesting expedited review, and was informed by the Department on _____, 2025, that _____;

WHEREAS, the City Council finds and determines that a prohibition within the City of Black Diamond on cannabis-related land uses will not materially impact the ability of adult residents to access legal medical and/or recreational cannabis in areas outside Black Diamond city limits; and

WHEREAS, the City Council finds and determines that potential primary and secondary effects on the public health, safety, and welfare associated with the production, processing, and sale of cannabis and cannabis-infused products for medical and/or recreational use outweigh the potential benefits of allowing the siting and operation of cannabis-related businesses within the City; and

WHEREAS, potential secondary impacts may include, but are not limited to, burglaries associated with the cash and cannabis or cannabis-infused products maintained on-site, or an increase of other illegal activities, such as drug use, drug distribution, and operating motor vehicles while impaired, within the vicinity of any cannabis producer, processor, retailer, dispensary, cooperative, or collective garden; and

WHEREAS, the City Council finds and determines that the prohibition of cannabis-related land uses and business operations within the City of Black Diamond is the most effective means to minimize potential social and municipal costs associated with such land uses; and

WHEREAS, the City Council finds and determines that Title 18, Zoning, of the BDMC, which contains the land use regulations of the City of Black Diamond, should be and amended to prohibit cannabis-related land uses, including cannabis production,

processing, retail, research, dispensaries, cooperatives, and/or collective gardens, for medical and/or recreational use, within the City; and

WHEREAS, the City Council finds and determines that the legislative policies and code amendments adopted in this Ordinance are not intended to regulate the individual use of cannabis as authorized by I-502 and other state law and regulations; and

WHEREAS, the City Council finds and determines that the prohibition against the siting or operation of businesses engaged in cannabis production, processing, retail, or research, and the prohibition on cannabis dispensaries, cooperatives, and collective gardens for medical and/or recreational use, will protect public safety, health, and welfare of the residents and businesses of the City of Black Diamond, and will promote a more vibrant and inviting community for visitors and neighbors from nearby communities;

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

Section 1. Findings Adopted. The above recitals are hereby adopted by the City Council as findings in support of this legislation.

Section 2. Prohibition on Siting and Operation of Cannabis-Related Businesses Within the City. The City hereby adopts a prohibition against the siting and operation of cannabis-related businesses, including businesses engaged in cannabis production, cannabis processing, cannabis research, and retail sales of cannabis and cannabis-infused products, in all zoning districts of the City. No property in the City of Black Diamond may be used for the location or conduct of such activities. No business license shall be issued to any person or entity for cannabis production, processing, research, or retailing activities.

Section 3. Repeal of Chapter 18.62 BDMC. Chapter 18.62 of the Black Diamond Municipal Code is hereby repealed in its entirety.

Section 4. Amendment of Chapter 18.20 BDMC. The Zoning Use Matrix adopted in Chapter 18.20 of the Black Diamond Municipal Code is hereby amended to delete the use categories of cannabis processing and/or production facilities, cannabis research, and cannabis retail, as shown in Attachment A to this Ordinance.

Section 5. Amendment of Chapters 18.36, 18.38, 18.42, and 18.44 BDMC. Sections 18.36.020, 18.38.020, 18.42.020, and 18.44.020 are hereby amended as shown in Attachment A to this Ordinance.

Section 6. New Section 18.04.105 BDMC. A new Section 18.04.105, entitled "Prohibited uses," is hereby added to Chapter 18.04 of the Black Diamond Municipal Code to read as follows:

18.04.105 Prohibited uses.

Cannabis-related land uses, including cannabis retail sales, cannabis production, cannabis processing, cannabis research, cannabis dispensaries, and cannabis cooperatives and collective gardens are prohibited in all zoning districts within the city. Siting or operating a cannabis-related business on property within the city is prohibited and constitutes a public nuisance.

Section 7. New Definitions in Chapter 18.100 BDMC. New defined terms are hereby added to Chapter 18.100 Definitions of the Black Diamond Municipal Code to read as follows:

"Cannabis" has the meaning provided in RCW 69.50.101.

"Cannabis processor" has the meaning provided in RCW 69.50.101.

"Cannabis processing" means the processing of cannabis into cannabis concentrates, useable cannabis, and cannabis-infused products; the packaging and labeling of cannabis concentrates, useable cannabis, and cannabis-infused products for sale in retail outlets; and the selling of cannabis concentrates, useable cannabis, and cannabis-infused products at wholesale to cannabis retailers.

"Cannabis producer" has the meaning provided in RCW 69.50.101.

"Cannabis production" means the production and sale of cannabis at wholesale to cannabis processors and other cannabis producers.

"Cannabis-infused products" has the meaning provided in RCW 69.50.101.

"Cannabis research" means the conduct of research on cannabis and cannabis-derived drug products.

"Cannabis researcher" has the meaning provided in RCW 69.50.101.

"Cannabis retail" means the sale of cannabis concentrates, useable cannabis, and cannabis-infused products in a retail outlet.

"Cannabis retailer" has the meaning provided in RCW 69.50.101.

"Cannabis retail outlet" means a "retail outlet" as provided in RCW 69.50.101.

Section 8. Termination of Moratorium. The temporary moratorium adopted via Ordinance No. 25-1222 shall automatically terminate on the effective date of this Ordinance without further action by the City Council.

Section 9. Severability. Each and every provision of this Ordinance shall be deemed severable. If any portion of this Ordinance is determined by final order of a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity and enforceability of the remaining provisions hereof, provided the intent of this Ordinance can still be furthered without the invalid or unenforceable provisions.

Section 10. Effective Date. This Ordinance shall be in full force and effect five (5) days after publication as required by law. A summary of this Ordinance may be published in lieu of the entire Ordinance, as authorized by state law.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS ____ DAY OF _____, 2025.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

David Linehan
City Attorney

Published: _____

Posted: _____

Effective Date: _____

Chapter 18.20 Zoning Use Matrix**18.20.010 Zoning use matrix.**

- A. The zoning use matrix below combines the uses permitted in all zones within the city. For further information on each zone, see the zone-specific chapters in Chapters 18.30—18.44.
- B. The table lists the zones in the vertical columns and the land use activities in the horizontal rows. If no symbol appears in the box at the intersection of a row and column, the use is not allowed and is prohibited unless otherwise noted.
- C. If the letter "P" appears in the box, the use is permitted outright subject to the provisions of this title. If the letter "C" appears in the box, the use is conditional and is only allowed with a conditional use permit. If the box contains a number, the corresponding footnote further specifies the conditions applicable to the use in the zone.

Use	R4	R6	MDR8	NC	CC	TC	B/IP	I	PUB
Accessory uses per BDMC 18.50	P	P	P	P	P		P	P	P
Adult oriented business per BDMC 18.60							C	C	
Agricultural stands for sales of produce/ plants grown onsite	P	P							
Agricultural uses	p ¹³	p ¹³							
Any expansion of light manufacturing spaces that existed before 6/27/2009				C					
Automobile fueling stations				C	P				
Automobile wrecking yards								C	
Bed and breakfasts	C	C	C	C					
Business support services							p ¹⁵	p ¹⁶	
Cannabis processing and/or production facilities per BDMC 18.62							P	P	
Cannabis research per BDMC 18.62 and RCW 69.50.372							P	P	
Cannabis retail establishments per BDMC 18.62				P	P				
Childcare, including nursery schools and day care centers	p ¹² / C ¹⁰	p ¹² / C ¹⁰	p ¹² / C ¹⁰			C	P		
Drive through facilities				C	P				

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ATTACHMENT A

Use	R4	R6	MDR8	NC	CC	TC	B/IP	I	PUB
Entertainment/ cultural facilities				p ⁹	P	P	C		
Essential public facilities				C	C		C	C	C
General office				p ⁸		P	p ¹⁸	p ¹⁷	
Group Homes			C						
Heavy Industry								P	
Home Occupations per BDMC 18.54	P	P	P						
Hotels/motels/ visitor lodging					P				
Hybrid wholesale/ retail establishments					C				
Light manufacturing							p ^{1, 19}	P	
Major institutions					C	C	C	C	C
Mini storage facilities					C				
Office activities							p ¹		
Other or related uses									P
Parking structures (not associated with primary use)						C	C		
Parks							C		P
Personal and professional services				p ⁷	P	P			
Pet daycare					P				
Pet stores				p ²⁰					
Private clubs, fraternal lodges and similar						C			
Private schools, K-12	C	C	C				P	P	
Public uses/facilities	C	C	C	C	P	P ² /C	C	P	P
Religious Institutions	C ¹¹	C ¹¹	C ¹¹	C	P	C	C		
Research and development							p ¹	P	
Residential									
Accessory dwelling units per BDMC 18.56	P	P	P						
Caretakers quarters									P
Cottage housing			P						
Duplexes	C ¹⁴	C ¹⁴							
Elderly housing			C						
Manufacture home park			C						
Manufactured housing per BDMC 18.90	P	P	P						
Mixed use				p ⁴	p ⁵	p ⁵			
Multi-family up to 6 units			P						

ATTACHMENT A

Use	R4	R6	MDR8	NC	CC	TC	B/IP	I	PUB
Single family structures	P	P	P						
Senior housing			C	C		C			
Retail				p ⁶	p ³	P			
Technology, biotechnology, and medical equipment							P		
Temporary uses per BDMC 18.52	P	P	P	P	P		P	P	P
Utilities, above ground	C	C	C	C	C	C	C	P	C
Utilities, below ground	P	P	P	P	P	P	P	P	P
Veterinary clinics				p ²⁰	P				
Warehousing / distribution								P	
Wholesaling							P	P	

¹ That do not create significant noise, emissions, risk of explosion or release of hazardous materials, or air or water pollution.

² Permitted limited to general administrative offices, otherwise a conditional use.

³ Including uses involving outdoor product display or storage.

⁴ In attached structures if included as an element of mixed-use site development or on upper floors of a mixed-use structure.

⁵ Either in separate buildings or on the upper floors of a mixed-use building; provided that, residential is not allowed at street level within buildings fronting an arterial street.

⁶ Supermarket and grocery stores limited to forty thousand square feet, typical neighborhood retail uses limited to ten thousand square feet per individual use and one building not to exceed one hundred thousand square feet excludes drive throughs and gas stations.

⁷ Personal services provided primarily to neighborhood residents limited to four thousand square feet per business.

⁸ Limited to four thousand square feet per business and excluding drive throughs.

⁹ Limited to five thousand square feet or capacity of not more than 100 patrons per business, whichever is greater and excluding drive-throughs.

¹⁰ For more than twelve children.

¹¹ Not to exceed ten thousand square feet.

¹² Up to twelve children.

¹³ Including farms, nurseries, and community gardens/ pea patches. Greenhouses, storage sheds, and similar buildings accessory to such uses are also permitted.

¹⁴ Provided the minimum lot size is 1.5 times that required for a single-family structure; only one duplex shall be permitted per lot; the lot shall not be within three hundred feet of any other lot containing a

duplex or multi-family structures or constitute more than ten percent of the dwelling units in a single block; subject to design standards.

- ¹⁵ Such as technology services and support, copy centers, and eating and drinking establishments to serve the occupants of the business park. The total gross floor area of such uses is not to exceed twenty percent of the total project gross floor area and a five thousand square feet maximum for any individual use.
- ¹⁶ Including eating establishments primarily serving the immediate work force. The total gross floor area of such uses is not to exceed twenty percent of the total district area and a five thousand square feet maximum for any individual use.
- ¹⁷ Associated with primary manufacturing use.
- ¹⁸ Including call centers and other customer service communication centers.
- ¹⁹ Provided all production and storage activity is conducted indoors.
- ²⁰ No boarding of dogs or outdoor kennels allowed.

Chapter 18.36 NEIGHBORHOOD CENTER—NC

18.36.020 Permitted uses.

A. Retail. Only the following uses are allowed:

1. Supermarket and grocery stores: Limited to not more than forty thousand square feet gross floor area.

~~2. Cannabis retail establishments as provided in Chapter 18.62: Limited to not more than ten thousand square feet.~~

3. All other typical neighborhood retail uses: Limited to not more than ten thousand square feet gross area for each individual use, whether in a separate building or combined with other uses in one building, not to exceed one hundred thousand square feet gross floor area in total; and excluding drive-through facilities and automobile fueling stations.

B. Personal services provided primarily to neighborhood residents: Limited to not more than four thousand square feet gross floor area per business.

C. General offices: Limited to not more than four thousand square feet gross floor area per business and excluding drive-through facilities.

D. Entertainment/culture: Limited to not more than five thousand square feet gross floor area or capacity of not more than one hundred patrons per business, whichever is greater, and excluding drive-through facilities.

E. Residential uses in attached structures if included as an element of mixed use site development or on upper floors of a mixed use structure.

F. Utilities, below ground.

G. Existing light manufacturing uses, provided no expansion is allowed.

H. Veterinary clinics and pet stores; no boarding of dogs or outdoor kennels allowed.

I. Other or Related Uses:

1. Accessory uses and structures as provided in Chapter 18.50.
2. Temporary uses as provided in Chapter 18.52.

Chapter 18.38 COMMUNITY COMMERCIAL DISTRICT—CC

18.38.020 Permitted uses.

- A. Retail, including automobile fueling stations and ~~uses involving outdoor product display or storage, and cannabis retail establishments as provided in Chapter 18.62.~~
- B. Personal and professional services.
- C. Entertainment/cultural.
- D. Religious institutions.
- E. Drive through facilities, including automobile fueling stations.
- F. Hotels, motels, and other visitor lodging.
- G. Residential, if developed as an element of mixed use site development, either in separate buildings or on the upper floors of a mixed use building; provided that, residential is not allowed at street level within buildings fronting an arterial street.
- H. Veterinary clinics and pet daycare.
- I. Public uses/facilities.
- J. Utilities, below ground.
- K. Other or related uses:
 - 1. Accessory uses and structures as provided Chapter 18.50; and
 - 2. Temporary uses as provided in Chapter 18.52.

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Chapter 18.42 BUSINESS/INDUSTRIAL PARK—B/IP

18.42.020 Permitted uses.

- A. Office, research and technology and light manufacturing activities that do not create significant noise, emissions, risk of explosion or release of hazardous materials, or air or water pollution;
- B. General office, including call centers and other customer service communication centers;
- C. Research and development;
- D. Technology, biotechnology and medical equipment;
- E. Light manufacturing, providing all production and storage activity is conducted indoors;
- F. Wholesaling;
- G. Business support services, such as technology services and support, copy centers, and eating and drinking establishments to serve the occupants of the business park. The total gross floor area of such uses is not to exceed twenty percent of the total project gross floor area and a five thousand gross square feet maximum for any individual use;
- H. Child care, including nursery schools and day care centers, when integrated within a development;
- I. Utilities, below ground;
- J. Private schools; and
- ~~K. Cannabis processing and/or production facilities as provided in Chapter 18.62;~~
- ~~L. Cannabis research as provided in Chapter 18.62 and authorized by RCW 69.50.372; and~~
- ~~M.~~ Other uses:
 - 1. Accessory uses as provided in Chapter 18.50.
 - 2. Temporary uses as provided in Chapter 18.52.

Chapter 18.44 INDUSTRIAL DISTRICT—I

18.44.020 Permitted uses.

- A. Heavy industry.
- B. Light manufacturing.
- C. Research and development.
- D. General office associated with a primary manufacturing use.
- E. Wholesaling.
- F. Warehousing and distribution.
- G. Business support services including eating establishments primarily serving the immediate work force; the total gross floor area of such uses shall not exceed twenty percent of the total district area and a five thousand gross square feet maximum area for any individual use.
- H. Utilities.
- I. Public uses/facilities.
- J. Private schools.

~~K. Cannabis processing and/or production facilities as provided in Chapter 18.62.~~

~~L. Cannabis research as provided in Chapter 18.62 and authorized by RCW 69.50.372.~~

M. Other uses:

1. Accessory uses as provided in Chapter 18.50; and
2. Temporary uses as provided in Chapter 18.52.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing the Mayor to execute a purchase and sale agreement for 790 City DRCs from the TDR Bank	Agenda Date: August 7, 2025 AB25-079	
	Mayor Carol Benson	
	City Administrator Kevin O'Neill	X
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Andy Williamson	X
	Finance – Xavier Mason	
	MDRT/Ec Dev – Andy Williamson	X
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Scott Hanis	
Fund Source: Commerce Grant	Court – Judge Swain/ Tawnya Parks	
Timeline:		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Resolution		
SUMMARY STATEMENT: The City's Transfer of Development Rights Program (the "TDR Program"), as codified at Black Diamond Municipal Code ("BDMC") Chapter 19.24, allows Transferable Development Rights ("TDRs") to be severed from properties identified as TDR sending sites and transferred or sold to third parties to be applied to TDR receiving area sites to allow increased development density when authorized by code or an applicable development agreement. CCD Black Diamond Partners LLC ("Oakpointe") owns certain real property located in the Ten Trails Master Planned Development (formerly known as The Villages) that qualifies as an eligible receiving site for TDRs. The Development Agreement that governs development in the MPD requires Oakpointe to use TDRs in order achieve the higher densities approved in the MPD permit. The TDR Program also establishes a TDR Bank pursuant to BDMC 19.24.055. Upon its creation, the TDR Bank was endowed with 1,000 city Development Rights Certificates ("City DRCs") that the City may sell to private property owners like Oakpointe, provided certain conditions set forth in BDMC 19.24.055(D)(1)-(6) are met. Oakpointe has met the requirement under BDMC 19.24.055 to acquire all 1,000 City DRCs from the TDR Bank. In 2019, the City Council approved City of Black Diamond Resolution No. 19-1298 dated March 21, 2019 (the "TDR Trust Bank Resolution") that allows the City to hold TDRs in the TDR Bank for the benefit of Oakpointe per the terms of an approved trust agreement. Oakpointe has an approved DRC Trust Agreement dated April 10, 2019 (the "DRC Trust Agreement"), which specifies the terms on which the City will hold DRCs as trustee when Oakpointe requests to use the TDR Bank to hold DRCs pending transfer to receiving site plats. In July 2024, pursuant to Resolution No. 24-1632, the City Council approved the sale to Oakpointe of the first 210 (of the 1,000 total) City DRCs in the TDR Bank. The City received a lump-sum payment of \$945,000 from this sale (at the appraised price of \$4,500 per DRC). These 210 development rights were		

then placed in trust in the TDR Bank, consistent with the terms of BDMC 19.24.065, where they have been held for Oakpointe pending transfer to specific receiving area sites (e.g., plats in Ten Trails).

Oakpointe now seeks to acquire the remaining 790 City-owned DRCs in the TDR Bank. Oakpointe proposes to use the same form of Purchase and Sale Agreement that the Council approved in July 2024 for the sale of 210 DRCs, pursuant to Resolution 24-1632. The primary difference in this transaction is that the quantity purchased will be 790 DRCs instead of 210, and the purchase price will be \$3,555,000 cash at closing (using the same appraised value of \$4,500 per DRC, as determined by an independent and highly qualified appraisal firm hired by the City and consistent with the requirements of BDMC Chapter 19.24). As with the previous transaction, the 790 additional DRCs will be held in the TDR Bank in trust for Oakpointe until assigned and transferred to a new plat in the TDR receiving area.

If this transaction is approved, it will complete the sale of all 1,000 City DRCs originally created in the TDR Bank under BDMC 19.24.055.

FISCAL NOTE (Finance Department): This resolution requires the proceeds of the proposed transaction to be held in a segregated account until allocated by future City Council action for an eligible purpose. See Resolution 24-1632, Section 2.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 25-1692, authorizing the Mayor to execute a purchase and sale agreement with CCD Black Diamond Partners LLC for the sale of 790 City DRCs from the TDR Bank for \$3,555,000 cash at closing.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 7, 2025		

RESOLUTION NO. 25-1692

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AND SALE AGREEMENT WITH CCD BLACK DIAMOND PARTNERS LLC FOR THE SALE OF 790 CITY DRCs FROM THE TDR BANK

WHEREAS, the City was endowed with a total of 1,000 City Development Rights Certificates (City DRCs) held in the TDR Bank, pursuant to BDMC 19.24.055.C; and

WHEREAS, the City is authorized to sell some or all of its City DRCs from the TDR Bank, pursuant to the conditions and procedures established in BDMC 19.24.055.D; and

WHEREAS, the City Council previously approved the sale to CCD Black Diamond Partners LLC of 210 City DRCs from the TDR Bank, pursuant to Resolution No. 24-1632 in July 2024, on the expectation that Oakpointe would apply these development rights to one or more TDR receiving area parcels within the approved master planned developments (MPDs);

WHEREAS, CCD Black Diamond Partners LLC has applied to purchase the remaining 790 City DRCs from the TDR Bank, with the intention of applying these additional development rights to one or more TDR receiving area parcels within the approved master planned developments (MPDs); and

WHEREAS, CCD Black Diamond Partners LLC proposes to use the same form of Purchase and Sale Agreement to purchase the remaining 790 City DRCs from the TDR Bank as was approved by the City Council for the purchase of the first 210 DRCs, as shown in the attachment to Resolution No. 24-1632,

WHEREAS, the City has determined that CCD Black Diamond Partners LLC has met the procedural requirements to purchase the requested number of City DRCs from the TDR Bank, pursuant to BDMC 19.24.055.D.1, and will pay the associated costs as required under BDMC 19.24.055.D.2; and

WHEREAS, the City has determined the fair market value of the DRCs by hiring a highly qualified appraiser, as required by BDMC 19.24.055.D.3; and

WHEREAS, the City has complied with BDMC 19.24.055.D.4 by notifying property owners of the City's intent to sell City DRCs at the appraised value and has provided an opportunity for private property owners to sell their TDRs to CCD Black Diamond Partners LLC on the same terms and conditions, and some property owners have consummated such transactions with CCD Black Diamond Partners LLC, but the

number of private sales of TDRs was less than CCD Black Diamond Partners LLC is seeking; and

WHEREAS, BDMC 19.24.055.G authorizes DRCs to be placed in trust in the TDR Bank until they can be transferred to a TDR receiving area parcel, and the City Council has previously approved Resolution No. 19-1298, authorizing the City to hold TDRs for the benefit of CCD Black Diamond Partners LLC, in the TDR Bank, pursuant to a TDR Trust Agreement and BDMC 19.24.065; and

WHEREAS, the City administration and CCD Black Diamond Partners LLC have negotiated a TDR Purchase and Sale Agreement for the purpose of conveying the remaining 790 City DRCs from the TDR Bank for the sum of \$3,555,000, payable in cash, with the DRCs to be held in the TDR Bank in trust by the City for the benefit of CCD Black Diamond Partners LLC, pending transfer to a designated TDR receiving area;

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

Section 1. Pursuant to BDMC 19.24.055, the Mayor is hereby authorized to execute a purchase and sale agreement between the City and CCD Black Diamond Partners LLC, substantially in the form attached to Resolution No. 24-1632, conveying 790 City DRCs from the TDR Bank for the sum of \$3,555,000 payable in cash at closing. Said DRCs shall be held by the City in trust for the benefit of CCD Black Diamond Partners LLC, pursuant to BDMC 19.24.055.G, BDMC 19.24.065, and Resolution No. 19-1298.

Section 2. The cash proceeds referenced in Section 1 shall be held by the City in a segregated account until allocated by future City Council action for use in accordance with BDMC 19.24.055.B, as it now exists or is hereafter amended.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF AUGUST, 2025.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Motion to authorize the Mayor to propose an amendment to Section 9.5.3 of The Villages MPD Development Agreement to establish a transparent process and expand the City's options for accepting payment of a fee in lieu of construction of recreational facilities on a case-by-case basis	Agenda Date: August 7, 2025 AB25-080	
	Mayor Carol Benson	
	City Administrator Kevin O'Neill	X
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Andy Williamson	X
	Finance – Xavier Mason	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): n/a	Police – Chief Kiblinger	
Fund Source:	Public Works – Scott Hanis	
Timeline:	Court – Judge Swain/Tawnya Parks	
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Proposed Amendment to Section 9.5.3 of The Villages MPD Development Agreement		
SUMMARY STATEMENT: Under Section 9.5.3 of The Villages MPD Development Agreement ("DA"), the Master Developer is authorized to request, and the City is authorized to accept, payment of a lump-sum fee in lieu of constructing specified recreational facilities shown in Table 9-5 of the DA. Under this Section, the Designated Official is the person authorized to accept the fee-in-lieu payment based on identified criteria. Additionally, if the Designated Official decides to accept a fee-in-lieu, the City may use that payment for only one purpose: to construct the exact same facility that the Master Developer would have otherwise constructed. The City Council desires to increase its options and expand its decision-making authority under Section 9.5.3 of the DA. Specifically, the City would like the Master Developer (Oakpointe) to consider amending Section 9.5.3 to achieve the following purposes: 1. Change the decision-making authority from the Designated Official to the City Council for purposes of considering whether to accept a lump-sum payment in lieu of Oakpointe constructing a specific recreational facility; 2. Establish a more transparent and orderly procedure for considering requests to accept a lump-sum payment in lieu of Oakpointe constructing specific recreational facilities; 3. Retain the City's sole discretion and authority to consider on a case-by-case basis whether to accept a lump-sum payment in lieu of specific recreational facilities, when requested by Oakpointe; 4. Expand the ability of the City Council to place tailored conditions on its willingness to		

consider and approve a lump-sum payment in lieu of a specific recreational facility, again on a case-by-case basis;

5. Ensure that the method for calculating the amount of the lump-sum payment, if accepted by the City Council for a specific facility, reflects the true, up-to-date, and accurate cost of constructing the facility; and
6. Expand the potential options for use of any lump-sum payments accepted by the City Council, to include any project that supports one or more objectives of the City's adopted parks plans.

The DA amendment attached to this Agenda Bill would achieve these objectives. If approved, this amendment would **not** mean that the City will necessarily accept a fee-in-lieu for **any** of the recreational facilities Oakpointe is required to construct under the DA. Rather, this amendment would simply add a new tool to the City Council's tool belt and give the City additional flexibility in using lump-sum payments to advance parks and recreational opportunities in the City beyond the constraints of what was agreed to 15 years ago when the DA was negotiated. If the proposed DA amendment is approved, the City Council would obtain enhanced authority to consider on a case-by-case basis whether to accept a lump-sum payment or require Oakpointe to build a specific facility as originally planned, and to impose additional conditions on the City's willingness to accept a lump-sum payment. Moreover, the City Council's consideration of requests by Oakpointe would be carried out via resolution deliberated and adopted during public meetings, thereby increasing transparency and accountability over the current framework of Section 9.5.3.

If this motion passes, the Mayor will propose the attached DA amendment to Oakpointe for its consideration and feedback. Future council action will be needed to formally amend the DA if Oakpointe is receptive to the proposal.

FISCAL NOTE (Finance Department): N/A

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Parks ad hoc committee has reviewed the proposed DA amendment and is supportive of proposing it to Oakpointe for consideration and possible Council action.

RECOMMENDED ACTION: MOTION to authorize the Mayor to propose the attached amendment to Section 9.5.3 of The Villages MPD Development Agreement to establish a transparent process and expand the City Council's options for accepting payment of a fee in lieu of construction of specific recreational facilities on a case-by-case basis.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 7, 2025		

PROPOSED AMENDMENT TO SECTION 9.5.3
OF THE VILLAGES MPD DEVELOPMENT AGREEMENT

9.5.3 The Master Developer shall have the option to request that the ~~Designated Official accept~~ City Council approve a lump sum payment in lieu of constructing any of the individual Recreational Facilities in Table 9-5. The request shall be made by letter addressed to the Designated Official prior to triggering the need for the next Recreational Facility unless said timing is waived by the City Council. Pursuant to Condition of Approval No. 93 of the MPD Permit Approval, the ~~Designated Official~~ City Council retains sole discretion to determine when and if a lump sum payment will be accepted in lieu of the Master Developer constructing a Recreational Facility. The ~~Designated Official's~~ City Council's determination shall be made by resolution adopted during a public meeting and shall be based on ~~the following three criteria:~~ (i) the opportunity for the fee in lieu to be used in support of one or more of the objectives of the City's adopted Parks, Recreation, and Open Space (PROS) Plan and availability of land; (ii) whether, in the City Council sole discretion and judgment, accepting the fee in lieu payment is in the best interests of the City ~~adequacy of funds to construct City-approved recreational facilities;~~ and (iii) ~~City's ability to maintain recreational facilities~~. Pursuant to Condition of Approval No. 91 of the MPD Permit Approval, the amount of the payment that may be provided in lieu of construction shall be set through the following process:

- A. Commencing upon the ~~Designated Official~~ City Council's ~~agreement~~ resolution to accept a lump sum amount for a specific Recreational Facility, the City shall ~~publish a bid request from the Master Developer an engineer's cost estimate~~ for design and construction of the Recreational Facility. The bid request shall be based on reasonable standards agreed to by the Master Developer and City, and shall take into account any conditions of approval identified by the City Council in the resolution approving the acceptance of a fee in lieu. The Designated Official shall have the authority to accept or reject the engineer's cost estimate on behalf of the City upon his or her determination that the estimate is consistent with the City Council's resolution and reflects a timely and accurate estimate of the costs for design and construction of the Recreational Facility. The City reserves the right to include additional elements in the bid beyond what the Master Developer is required to construct for the facility. Such additional elements shall not be the responsibility for the Master Developer to fund. For instance, additional elements may include lighting, concession areas, or other elements as determined by the Designated Official.

- B. Upon acceptance ~~by the Designated Official of a bid~~ the engineer's cost estimate, the Designated Official and Master Developer shall agree to set the lump sum amount in accordance with the accepted ~~bid~~ estimate. ~~Upon execution of a contract accepting the bid for design and construction, t~~The Master Developer shall deposit with the City the agreed lump sum amount ~~when the Dwelling Unit threshold in Table 9-5 is triggered or such earlier date as identified by the City Council in the resolution approving the lump sum payment.~~
- C. ~~If the City Council adopts a resolution approving acceptance of a lump sum fee in lieu of construction, the Master Developer may choose whether to (i) make the lump sum payment in the amount established by the process described above, or (ii) proceed to construct the Recreational Facility as otherwise required by this Agreement.~~

In the event the Master Developer makes a lump sum payment, the City shall use the funds ~~for the sole purpose of to constructing the R~~recreational Facilities ~~within the City or for any purpose that supports parks or recreational opportunities within the City of Black Diamond consistent with the adopted PROS Plan.~~ If the Master Developer provides off-site Recreational Facilities and/or Parks, it shall receive credit equivalent to the credit it would have received if that Recreational Facility and/or Park had been provided on the Project Site.