



CITY OF BLACK DIAMOND
November 6, 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) AB25-114 – Re-Appointment of Pam McCain to Position No. 4 on the Planning Commission | Mayor Benson |
| 2) AB25-115 – Re-Appointment of Carol Morgan to Position No. 6 on the Planning Commission | Mayor Benson |
| 3) AB25-116 – Re-Appointment of Heather Asante to Position No. 7 on the Planning Commission | Mayor Benson |

COMMITTEE REPORTS:

DEPARTMENT REPORTS:

Police - Flock

CONSENT AGENDA:

- | | |
|---|----------------|
| 4) Claim Checks – November 6, 2025, Check No. 56625 through Check No. 56716 (voids 53124, 53505, 53580, 53823, 54390, 54428, 54684, 56559, 52282, 53191, 54493) in the Amount of \$572,855.67. | |
| 5) Minutes – Special Meeting of October 9, 2025, Special Meeting of October 16, 2025, and Council Meeting of October 16, 2025 | |
| 6) AB25-117 – Ordinance Regarding Business License Threshold Increase | Mr. Williamson |
| 7) AB25-118 – Resolution Accepting Quote and Authorizing Purchase of New Mail Archiver | Mr. Reed |
| 8) AB25-119 – Resolution Authorizing Purchases for Capacity Increase for Primary Infrastructure | Mr. Reed |
| 9) AB25-120 – Resolution Regarding Contract with Madrona Law for Legal Services | Mayor Benson |

PUBLIC HEARINGS:

- | | |
|---|------------|
| 10) AB25-121 – 2026 Preliminary Budget | Mr. Mason |
| 11) AB25-122 – 2026 – 2031 Capital Improvement Plan | Mr. Hanis |
| 12) AB25-123 – 2026 Stormwater Management Program | Mr. Hanis |
| 13) AB25-124 – Amendments to the City’s Comprehensive Plan to Incorporate Updated School District Capital Facilities Plans (Auburn, Enumclaw, Kent, and Tahoma School Districts) | Ms. Kuzaro |

UNFINISHED BUSINESS: None

NEW BUSINESS:

- | | |
|--|-------------|
| 14) AB25-125 – Ordinance Adopting Percentage of Increase in 2026 Property Taxes | Mr. Mason |
| 15) AB25-126 – Ordinance Adopting Total Property Tax Dollars for 2026 | Mr. Mason |
| 16) AB25-127 – Cell Phone Tower Lease | Mr. O’Neill |

MAYOR'S REPORT:

COUNCIL REPORTS:

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

CITY ADMINISTRATOR REPORT:

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Confirming the Mayor's reappointment of Pam McCain to Position #4 of the Black Diamond Planning Commission	Agenda Date: November 6, 2025	
	AB25-114	
	Mayor Carol Benson	X
	City Administrator Kevin O'Neill	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Andy 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:		
SUMMARY STATEMENT: Pam McCain currently serves on the City of Black Diamond Planning Commission and has demonstrated professionalism, dedication, and effective service in this role. Ms. McCain has expressed her interest in continuing to serve on the Commission. Mayor Benson is seeking City Council confirmation of the reappointment of Pam McCain to the City of Black Diamond Planning Commission, Position No. 4, for a term ending December 31, 2029. FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to confirm the Mayor's reappointment of Pam McCain to Position #4 of the Black Diamond Planning Commission; term ending on December 31, 2029.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
November 6, 2025		

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Confirming the Mayor's reappointment of Carol Morgan to Position #6 of the Black Diamond Planning Commission	Agenda Date: November 6, 2025	
	AB25-115	
	Mayor Carol Benson	X
	City Administrator Kevin O'Neill	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Andy 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:		
SUMMARY STATEMENT: Carol Morgan currently serves on the City of Black Diamond Planning Commission and has demonstrated professionalism, dedication, and effective service in this role. Ms. Morgan has expressed her interest in continuing to serve on the Commission. Mayor Benson is seeking City Council confirmation of the reappointment of Carol Morgan to the City of Black Diamond Planning Commission, Position No. 6, for a term ending December 31, 2029. FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to confirm the Mayor's reappointment of Carol Morgan to Position #6 of the Black Diamond Planning Commission; term ending on December 31, 2029.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
November 6, 2025		

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Confirming the Mayor's reappointment of Heather Asante to Position #7 of the Black Diamond Planning Commission	Agenda Date: November 6, 2025	
	AB25-116	
	Mayor Carol Benson	X
	City Administrator Kevin O'Neill	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Andy 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:		
SUMMARY STATEMENT: Heather Asante currently serves on the City of Black Diamond Planning Commission and has demonstrated professionalism, dedication, and effective service in this role. Ms. Asante has expressed her interest in continuing to serve on the Commission. Mayor Benson is seeking City Council confirmation of the reappointment of Heather Asante to the City of Black Diamond Planning Commission, Position No. 7, for a term ending December 31, 2029. FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to confirm the Mayor's reappointment of Heather Asante to Position #7 of the Black Diamond Planning Commission; term ending on December 31, 2029.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
November 6, 2025		



CERTIFICATION

Finance Committee Meeting: **October 30, 2025**
Council Date: **November 6, 2025**

Check No.'s / EFT	Batch Name	Check / EFT Date	Amount
56625-56627	October 2025 Early Batch 1	10/07/25 & 10/09/25	\$ 12,122.41
56628-56711	October 2025 Regular Batch 3	11/07/25	\$ 542,083.55
V53124, V53505, V53580, V53823, V54390, V54428, V54684, & V56559	October 2025 Void Batch 1	11/07/25	\$ (464.04)
V52282, V53191, V54493, & 56712- 56714	October 2025 Void & Reissue Batch 1	11/07/25	\$ -
56715 & 56716	November 2025 Regular Batch 1	11/07/25	\$ 19,113.75
TOTAL:			\$ 572,855.67

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: Xavier Mason

DATE _____



Register

Fiscal: 2025

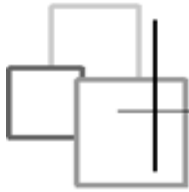
Deposit Period: 2025 - November, 2025 - October

Check Period: 2025 - November - November 2025 - Regular Batch 1, 2025 - October - October 2025 - Void & Reissue Batch 1, 2025 - October - October 2025 - Void Batch 1, 2025 - October - October 2025 - Regular Batch 3, 2025 - October - October 2025 - Early Batch 1

Number	Name	Print Date	Clearing Date	Amount
Umpqua Bank	4026			
Check				
<u>56625</u>	Mountain View Fire & Rescue	10/7/2025		\$1,993.13
<u>56626</u>	Zeke's Roofing LLC	10/7/2025		\$4,903.80
<u>56627</u>	Department of Licensing	10/9/2025		\$5,225.48
<u>56628</u>	AHBL, Inc.	11/7/2025		\$58,053.75
<u>56629</u>	Alsco	11/7/2025		\$502.84
<u>56630</u>	APS, Inc	11/7/2025		\$228.27
<u>56631</u>	Art Gamblin Motors	11/7/2025		\$1,062.84
<u>56632</u>	Association of Washington Cities	11/7/2025		\$8,485.00
<u>56633</u>	AT&T Mobility: First Net	11/7/2025		\$3,304.61
<u>56634</u>	BHC Consultants, LLC	11/7/2025		\$57,175.11
<u>56635</u>	Bigleaf Networks Inc	11/7/2025		\$238.59
<u>56636</u>	Black Diamond Auto Parts	11/7/2025		\$90.29
<u>56637</u>	Brenda Martinez	11/7/2025		\$277.81
<u>56638</u>	C And B Awards, Engraving	11/7/2025		\$46.37
<u>56639</u>	CenturyLink (WA)	11/7/2025		\$721.54
<u>56640</u>	CHS/Cenex Inc	11/7/2025		\$6,454.42
<u>56641</u>	City of Black Diamond	11/7/2025		\$2,362.15
<u>56642</u>	City of Enumclaw	11/7/2025		\$16,150.00
<u>56643</u>	City of Issaquah	11/7/2025		\$680.00
<u>56644</u>	City of Sunnyside	11/7/2025		\$66.15
<u>56645</u>	CIVICPLUS	11/7/2025		\$2,430.04
<u>56646</u>	Confidential Data Disposal	11/7/2025		\$447.50
<u>56647</u>	DCW - Data Center Warehouse	11/7/2025		\$5,962.05
<u>56648</u>	Elwalu LLC (Elephant Car Wash)	11/7/2025		\$166.18
<u>56649</u>	Enumclaw School District	11/7/2025		\$10,249.00
<u>56650</u>	Federal Eastern International	11/7/2025		\$284.94
<u>56651</u>	First Responder Outfitters - TAC	11/7/2025		\$379.71
<u>56652</u>	Gunderson Law Firm	11/7/2025		\$6,100.00
<u>56653</u>	Honey Bucket/Northwest Cascade Inc.	11/7/2025		\$700.50
<u>56654</u>	HWA GeoSciences Inc.	11/7/2025		\$15,551.60
<u>56655</u>	Intercom Language Services, Inc.	11/7/2025		\$510.00
<u>56656</u>	Ismael Mohamed	11/7/2025		\$140.00
<u>56657</u>	Johnsons Home & Garden	11/7/2025		\$1,240.26
<u>56658</u>	Kelley Create Co	11/7/2025		\$1,213.78
<u>56659</u>	King County Finance	11/7/2025		\$11,514.17

Number	Name	Print Date	Clearing Date	Amount
<u>56660</u>	King County Finance - I-Net	11/7/2025		\$1,135.00
<u>56661</u>	King County Radio Comm Services	11/7/2025		\$2,310.90
<u>56662</u>	Language Line Services, Inc.	11/7/2025		\$378.18
<u>56663</u>	Lindsey Jewett	11/7/2025		\$35.00
<u>56664</u>	Mackenzie Engineering Inc	11/7/2025		\$1,282.50
<u>56665</u>	Madrona Law Group LLC	11/7/2025		\$15,351.00
<u>56666</u>	Matzke Polygraph, LLC	11/7/2025		\$250.00
<u>56667</u>	Mountain View Fire & Rescue	11/7/2025		\$11,048.25
<u>56668</u>	Office Products Nationwide	11/7/2025		\$60.04
<u>56669</u>	Olympic Environmental Resources	11/7/2025		\$8,349.40
<u>56670</u>	Parametrix, Inc.	11/7/2025		\$57,169.08
<u>56671</u>	Positive Concepts/ATPI	11/7/2025		\$260.00
<u>56672</u>	Precision Concrete Cutting, Inc.	11/7/2025		\$5,442.19
<u>56673</u>	Public Safety Testing, Inc	11/7/2025		\$248.00
<u>56674</u>	Pye-Barker Fire & Safety LLC	11/7/2025		\$65,853.33
<u>56675</u>	Raedeke Associates Inc	11/7/2025		\$966.25
<u>56676</u>	RH2 Engineering Inc.	11/7/2025		\$63,317.92
<u>56677</u>	Royal Towing Black Diamond	11/7/2025		\$345.44
<u>56678</u>	Ryan Sweet	11/7/2025		\$252.76
<u>56679</u>	Seattle Times	11/7/2025		\$2,413.40
<u>56680</u>	Shield Assessments	11/7/2025		\$1,340.00
<u>56681</u>	Somer Johnson	11/7/2025		\$3,165.00
<u>56682</u>	South Correctional Entity	11/7/2025		\$8,816.78
<u>56683</u>	State Auditor's Office	11/7/2025		\$139.10
<u>56684</u>	Summit Law Group, PLLC	11/7/2025		\$5,343.00
<u>56685</u>	Thomson Reuters - West	11/7/2025		\$249.04
<u>56686</u>	Tracy Williamson	11/7/2025		\$198.80
<u>56687</u>	Blanco, Jeffrey & Ashley	11/7/2025		\$416.17
<u>56688</u>	Eronemo, Ryan & Larisa	11/7/2025		\$555.50
<u>56689</u>	Wemhoff, Shane & Vanessa	11/7/2025		\$282.46
<u>56690</u>	Lane, Jeffrey	11/7/2025		\$277.17
<u>56691</u>	Alex Lehnhoff & Briana Scott	11/7/2025		\$272.21
<u>56692</u>	Bradley Douglass & Maruine McGrath	11/7/2025		\$71.35
<u>56693</u>	Morganville LLC,	11/7/2025		\$175.63
<u>56694</u>	Minn Aung & Judith Baxter	11/7/2025		\$870.22
<u>56695</u>	Snyder, Ryan & Madeline	11/7/2025		\$146.43
<u>56696</u>	Bergstrom, Andrew	11/7/2025		\$432.28
<u>56697</u>	Beaumont, William	11/7/2025		\$218.67
<u>56698</u>	Haegle, Nicholas & Abigail	11/7/2025		\$401.53
<u>56699</u>	United Business Machines of WA Inc	11/7/2025		\$53.29
<u>56700</u>	Utilities Underground Location Center	11/7/2025		\$97.20
<u>56701</u>	Valley Communications Center	11/7/2025		\$20,959.03
<u>56702</u>	Valley Defenders	11/7/2025		\$5,750.00
<u>56703</u>	Varius Inc.	11/7/2025		\$33,384.00
<u>56704</u>	VenTek International	11/7/2025		\$97.92
<u>56705</u>	Vision Municipal Solutions, LLC	11/7/2025		\$1,201.15

Number	Name	Print Date	Clearing Date	Amount
<u>56706</u>	WABO	11/7/2025		\$1,030.07
<u>56707</u>	Washington State Treasurer	11/7/2025		\$490.00
<u>56708</u>	Washington State Treasurer's Office	11/7/2025		\$0.50
<u>56709</u>	Water Management Laboratories, Inc.	11/7/2025		\$150.00
<u>56710</u>	Williams Scotsman, Inc.	11/7/2025		\$5,422.59
<u>56711</u>	Work-Sports & Outdoors	11/7/2025		\$818.35
<u>56712</u>	Ichijo USA Co LTD	11/7/2025		\$605.93
<u>56713</u>	Puget Sound Energy	11/7/2025		\$736.00
<u>56714</u>	Somer Johnson	11/7/2025		\$204.89
<u>56715</u>	Pye-Barker Fire & Safety LLC	11/7/2025		\$4,471.29
<u>56716</u>	Sorci Family LLC	11/7/2025		\$14,642.46
<u>V52282</u>	Ichijo USA Co LTD	11/7/2025		(\$605.93)
<u>V53124</u>	Miguel Angel Molina Pedroza	11/7/2025		(\$31.00)
<u>V53191</u>	Somer Johnson	11/7/2025		(\$204.89)
<u>V53505</u>	Elaina Cote'	11/7/2025		(\$10.32)
<u>V53580</u>	Utilities Underground Location Center	11/7/2025		(\$104.49)
<u>V53823</u>	Dwight Howard	11/7/2025		(\$77.95)
<u>V54390</u>	DCW - Data Center Warehouse	11/7/2025		(\$25.00)
<u>V54428</u>	Eric Rossknecht and Meena Rahmat,	11/7/2025		(\$40.93)
<u>V54493</u>	Puget Sound Energy	11/7/2025		(\$736.00)
<u>V54684</u>	Anderson, Demetrius	11/7/2025		(\$149.35)
<u>V56559</u>	Regional Animal Services of King County	11/7/2025		(\$25.00)
		Total	Check	\$572,855.67
		Total	4026	\$572,855.67
		Grand Total		\$572,855.67



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
AHBL, Inc.				
	56628	8/31/2025	2025 - October - October 2025 - Regular Batch 3	
	154336			
		Service - July & August 2025		
		001-000-257-558-70-49-00	MDRT - Planning Consultant	\$45,610.00
		MDRT Planning Support		
	Total 154336			\$45,610.00
	56628	8/31/2025	2025 - October - October 2025 - Regular Batch 3	
	154337			
		Service - August 2025		
		001-000-240-558-60-41-01	PLN: Prof Serv - Long Range Planning	\$6,780.00
		CD On-call Planning Services		
	Total 154337			\$6,780.00
	56628	8/31/2025	2025 - October - October 2025 - Regular Batch 3	
	154436			
		Service - August 2025		
		310-000-038-594-58-62-00	Comp PI Update-State DOE Grant	\$5,663.75
		Comp Plan Periodic Update		
	Total 154436			\$5,663.75
	Total 56628			\$58,053.75
Total AHBL, Inc.				\$58,053.75
Alsco				
	56629	9/9/2025	2025 - October - October 2025 - Regular Batch 3	
	LTAC1132861			
		Service - 09/09/25		
		999-000-004-000-00-31-04	4-Uniform Allowance	\$125.71
		Uniform Service		
	Total LTAC1132861			\$125.71

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Total AlSCO APS, Inc	56629	9/30/2025	2025 - October - October 2025 - Regular Batch 3	
	LTAC1136044			
		Service - 09/30/25		
		999-000-004-000-00-31-04	4-Uniform Allowance	\$125.71
		Uniform Service		
	Total LTAC1136044			\$125.71
	56629	10/7/2025	2025 - October - October 2025 - Regular Batch 3	
	LTAC1137126			
		Service - 10/07/25		
		999-000-004-000-00-31-04	4-Uniform Allowance	\$125.71
		Uniform Service		
	Total LTAC1137126			\$125.71
	56629	10/14/2025	2025 - October - October 2025 - Regular Batch 3	
	LTAC1138227			
		Service - 10/14/25		
		999-000-004-000-00-31-04	4-Uniform Allowance	\$125.71
		Uniform Service		
	Total LTAC1138227			\$125.71
	Total 56629			\$502.84
	Total AlSCO			\$502.84
Total APS, Inc	56630	10/18/2025	2025 - October - October 2025 - Regular Batch 3	
	97234			
		Supplies		
		001-000-180-518-50-31-00	CEN SVCS: Office & Operating Supplies	\$228.27
		Postage Machine Ink		
	Total 97234			\$228.27
	Total 56630			\$228.27
	Total APS, Inc			\$228.27
Art Gamblin Motors	56631	10/7/2025	2025 - October - October 2025 - Regular Batch 3	
	106449			
		Service - 2000 Silverado 2500		
		999-000-006-000-00-48-01	6-Vehicle Repair & Maintenance	\$111.33
		Oil Change		
	Total 106449			\$111.33

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	56631	10/15/2025	2025 - October - October 2025 - Regular Batch 3	
	106559			
		Service - 2005 Chevy C4500		
		999-000-006-000-00-48-01	6-Vehicle Repair & Maintenance	\$544.80
		Oil Change, Air Filter, Wipers, Diesel Filter		
	Total 106559			\$544.80
	56631	10/21/2025	2025 - October - October 2025 - Regular Batch 3	
	106645			
		Service - 2019 Ram 1500		
		999-000-006-000-00-48-01	6-Vehicle Repair & Maintenance	\$111.33
		Oil Change		
	Total 106645			\$111.33
	56631	10/24/2025	2025 - October - October 2025 - Regular Batch 3	
	106721			
		Service - 2023 Silverado 1500		
		999-000-006-000-00-48-01	6-Vehicle Repair & Maintenance	\$111.33
		Oil Change		
	Total 106721			\$111.33
	56631	10/13/2025	2025 - October - October 2025 - Regular Batch 3	
	457400			
		Service - 2023 Silverado MD		
		999-000-006-000-00-48-01	6-Vehicle Repair & Maintenance	\$184.05
		Oil Change, Recall Work		
	Total 457400			\$184.05
	Total 56631			\$1,062.84
	Total Art Gamblin Motors			\$1,062.84
	Association of Washington Cities			
	56632	10/23/2025	2025 - October - October 2025 - Regular Batch 3	
	165782			
		Service - Annual		
		001-000-240-558-60-41-03	PLN: Prof Svs-GIS	\$4,242.50
		GIS Consortium Tier 2; PLN		
		001-000-270-576-80-42-03	PRK: GPS Subscription	\$254.55
		GIS Consortium Tier 2; PRK		
		001-000-280-536-20-42-03	CEM: GPS Subscription	\$424.25
		GIS Consortium Tier 2; CEM		
		101-000-000-542-30-42-03	PW - GPS Subscription & Costs	\$763.65
		GIS Consortium Tier 2; STRT		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
		401-000-000-534-80-42-03	WTR: GPS Subscription & Costs	\$933.35
		GIS Consortium Tier 2; WTR		
		407-000-000-535-80-42-03	SWR: GPS Subscription & Costs	\$933.35
		GIS Consortium Tier 2; SWR		
		410-000-000-531-10-42-03	GPS Subscription & Costs	\$933.35
		GIS Consortium Tier 2; STRM		
	Total 165782			\$8,485.00
	Total 56632			\$8,485.00
	Total Association of Washington Cities			\$8,485.00

AT&T Mobility: First Net

56633 10/5/2025 2025 - October - October 2025 - Regular Batch 3

287294109909X10132025

Service - September 2025

001-000-110-511-60-42-00	COUNC: Communications	\$33.05
Cell Service; COUNC		
001-000-120-512-51-42-00	CRT: Telephone / DSL / Radios / Air Cards	\$126.90
Cell Service; CRT		
001-000-130-513-10-42-00	MAYOR: Telephone/DSL	\$33.05
Cell Service; MAYOR		
001-000-145-518-80-42-04	IT: Telephone / DSL / Radios / Air Cards	\$339.05
Cell Service; IT		
001-000-180-518-50-42-00	CEN SVCS: Phones / DSL / Radios / Air Cards	\$380.03
Cell Service; CEN SVS		
001-000-214-521-20-42-00	PD: Telephone / DSL / Radios / Air Cards	\$1,196.27
Cell Service; PD		
001-000-240-558-51-42-00	COM DEV: Telephone / DSL / Radios / Air Cards	\$254.45
Cell Service; COM DEV		
001-000-246-558-70-42-00	MDRT: Telephone / DSL / Radios / Air Cards	\$169.20
Cell Service; MDRT		
001-000-270-576-80-42-00	PRK: Telephone / DSL / Radios / Air Cards	\$59.99
Cell Service; PRK		
001-000-280-536-20-42-00	CEM: Telephone / DSL / Radios / Air Cards	\$13.47
Cell Service; CEM		
101-000-000-542-30-42-00	STRT: Telephone / DSL / Radios / Air Cards	\$148.17
Cell Service; STRT		
401-000-000-534-80-42-00	WTR: Telephone / DSL / Radios / Air Cards	\$161.61
Cell Service; WTR		
404-000-010-534-80-41-00	SCADA/Telemetry Prof Svs	\$66.09
Cell Service; SCADA		

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name	Amount
		407-000-000-535-80-42-00	SWR: Telephone / DSL / Radios / Air Cards	\$161.64
		Cell Service; SWR		
		410-000-000-531-10-42-00	STRM: Telephone / DSL / Radios / Air Cards	\$161.64
		Cell Service; STRM		
	Total 287294109909X10132025			\$3,304.61
	Total 56633			\$3,304.61
Total AT&T Mobility: First Net				\$3,304.61
BHC Consultants, LLC				
	56634	9/19/2025	2025 - October - October 2025 - Regular Batch 3	
	0023577			
		Service - August 2025		
		001-000-240-558-51-41-01	COM DEV: Prof Svs. Extra consultant Exp	\$57,175.11
		Building Inspection Services		
	Total 0023577			\$57,175.11
	Total 56634			\$57,175.11
Total BHC Consultants, LLC				\$57,175.11
Bigleaf Networks Inc				
	56635	10/4/2025	2025 - October - October 2025 - Regular Batch 3	
	INV136126			
		Supplies		
		001-000-145-518-80-42-00	IT: Internet Services	\$238.59
		Hardware, Software		
	Total INV136126			\$238.59
	Total 56635			\$238.59
Total Bigleaf Networks Inc				\$238.59
Black Diamond Auto Parts				
	56636	9/30/2025	2025 - October - October 2025 - Regular Batch 3	
	478779			
		Supplies		
		999-000-006-000-00-31-00	6-Shared Office & Operating Supplies	\$9.78
		Loctite		
	Total 478779			\$9.78
	56636	10/1/2025	2025 - October - October 2025 - Regular Batch 3	
	478794			
		Supplies		
		999-000-006-000-00-48-01	6-Vehicle Repair & Maintenance	\$80.51

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Wiper Blades, Thermostat	
	Total 478794			\$80.51
	Total 56636			\$90.29
Total Black Diamond Auto Parts				\$90.29
Brenda Martinez				
	56637	10/14/2025	2025 - October - October 2025 - Regular Batch 3	
	B Martinez 10/14/25			
	Reimbursement - Mileage			
	001-000-137-514-21-43-00		CLK: Lodging, Meals & Mileage	\$277.81
	Mileage Reimbursement			
	Total B Martinez 10/14/25			\$277.81
	Total 56637			\$277.81
Total Brenda Martinez				\$277.81
C And B Awards, Engraving				
	56638	10/17/2025	2025 - October - October 2025 - Regular Batch 3	
	11755			
	Supplies			
	001-000-180-518-50-31-00		CEN SVCS: Office & Operating Supplies	\$46.37
	Name Plate			
	Total 11755			\$46.37
	Total 56638			\$46.37
Total C And B Awards, Engraving				\$46.37
CenturyLink (WA)				
	56639	10/12/2025	2025 - October - October 2025 - Regular Batch 3	
	CenturyLink 3333977608 10/2025			
	Service - October 2025			
	401-000-000-534-80-42-00		WTR: Telephone / DSL / Radios / Air Cards	\$399.27
	Internet/Phone Service - Water Facilities			
	407-000-000-535-80-42-00		SWR: Telephone / DSL / Radios / Air Cards	\$322.27
	Internet/Phone Service - Sewer Facilities			
	Total CenturyLink 3333977608 10/2025			\$721.54
	Total 56639			\$721.54
Total CenturyLink (WA)				\$721.54

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

56640		9/30/2025	2025 - October - October 2025 - Regular Batch 3	
	CHS/Cenx 124244 09/2025			
	Fuel - September 2025			
	001-000-180-518-50-32-01		CEN SVCS: Fuel	\$51.00
	Fuel Costs; CEN SVCS			
	001-000-215-521-10-32-00		PD: Marine Fuel - VRF	\$95.91
	Fuel Costs; VRF			
	001-000-240-558-51-32-00		COM DEV: Fuel	\$101.07
	Fuel Costs; CD			
	001-000-246-558-70-32-00		MDRT: Fuel	\$335.38
	Fuel Costs; MDRT			
	001-000-270-576-80-32-00		PRK: Fuel	\$101.49
	Fuel Costs; PRK			
	001-000-280-536-20-32-00		CEM: Fuel	\$50.75
	Fuel Costs; CEM			
	101-000-000-543-50-32-00		STRT: Fuel	\$558.21
	Fuel Costs; STRT			
	401-000-000-534-80-32-00		WTR: Fuel	\$608.96
	Fuel Costs; WTR			
	407-000-000-535-80-32-00		SWR: Fuel	\$608.95
	Fuel Costs; SWR			
	410-000-000-531-10-32-00		STRM: Fuel	\$608.95
	Fuel Costs; STRM			
	Total CHS/Cenx 124244 09/2025			\$3,120.67
56640		9/30/2025	2025 - October - October 2025 - Regular Batch 3	
	CHS/Cenx 128275 09/2025			
	Fuel - September 2025			
	001-000-210-521-10-32-00		PD: Fuel	\$3,333.75
	Fuel Costs; PD			
	Total CHS/Cenx 128275 09/2025			\$3,333.75
Total 56640				\$6,454.42
Total CHS/Cenex Inc				\$6,454.42

City of Black Diamond

56641		9/30/2025	2025 - October - October 2025 - Regular Batch 3	
	CoBD 09/30/25			
	Service - 09/30/25			
	001-000-212-521-50-47-01		PD: Utilities	\$649.31
	City Utilities - Police			

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
	Account Number		Title	
	001-000-240-558-50-41-75		Code Enf: Misc Exp	\$4.12
	City Utilities - Code Enf			
	001-000-240-558-51-47-01		COM DEV: Utilities	\$39.40
	City Utilities - Comm Dev			
	001-000-240-558-60-47-01		PLN: Utilities	\$28.82
	City Utilities - Planning			
	001-000-248-518-20-47-01		MDRT: Utilities	\$36.19
	City Utilities - MDRT			
	001-000-254-518-20-47-01		CH: Utilities	\$124.67
	City Utilities - City Hall			
	001-000-254-518-21-47-01		MOD: Utilities	\$153.92
	City Utilities - Mod			
	001-000-270-575-30-47-01		PRK: Museum Utilities	\$201.27
	City Utilities - Museum			
	001-000-270-575-51-47-01		GYM: Utilities	\$134.37
	City Utilities - Gym			
	001-000-270-575-70-47-01		Lake Sawyer: Utilities	\$117.00
	City Utilities - Boat Launch			
	001-000-270-576-80-47-01		PRK: Utilities	\$367.73
	City Utilities - Parks			
	001-000-280-536-20-47-01		CEM: Utilities	\$47.42
	City Utilities - Cemetery			
	101-000-000-543-50-47-01		STRT: Utilities	\$42.56
	City Utilities - Streets			
	401-000-000-534-80-47-01		WTR: Utilities	\$199.04
	City Utilities - Water			
	407-000-000-535-80-47-01		SWR: Utilities	\$145.74
	City Utilities - Sewer			
	410-000-000-531-10-47-01		STRM: Utilities	\$70.59
	City Utilities - Stormwater			
	Total CoBD 09/30/25			\$2,362.15
	Total 56641			\$2,362.15
	Total City of Black Diamond			\$2,362.15
	City of Enumclaw			
	56642	10/1/2025	2025 - October - October 2025 - Regular Batch 3	
	07289			
	Service - Q3 2025			
	001-000-211-523-60-49-00		PD: Jail Costs	\$16,150.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Jailing Costs		
	Total 07289			\$16,150.00
	Total 56642			\$16,150.00
Total City of Enumclaw				\$16,150.00
City of Issaquah				
	56643	10/10/2025	2025 - October - October 2025 - Regular Batch 3	
	25000442			
	Service - August 2025			
	001-000-211-523-60-49-00		PD: Jail Costs	\$240.00
	Jailing Costs			
	Total 25000442			\$240.00
	56643	10/18/2025	2025 - October - October 2025 - Regular Batch 3	
	25000455			
	Service - September 2025			
	001-000-211-523-60-49-00		PD: Jail Costs	\$440.00
	Jailing Costs			
	Total 25000455			\$440.00
	Total 56643			\$680.00
Total City of Issaquah				\$680.00
City of Sunnyside				
	56644	10/1/2025	2025 - October - October 2025 - Regular Batch 3	
	16579			
	Service - September 2025			
	001-000-211-523-60-49-00		PD: Jail Costs	\$66.15
	Jailing Costs			
	Total 16579			\$66.15
	Total 56644			\$66.15
Total City of Sunnyside				\$66.15

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
CIVICPLUS				
	56645	9/30/2025	2025 - October - October 2025 - Regular Batch 3	
	#352948			
		Supplies		
		001-000-145-518-80-41-06	IT: CivicPlus-City Website Annual Svs Fee	\$2,430.04
		Website Annual Fee		
	Total #352948			\$2,430.04
	Total 56645			\$2,430.04
	Total CIVICPLUS			\$2,430.04
Confidential Data Disposal				
	56646	10/7/2025	2025 - October - October 2025 - Regular Batch 3	
	22946170			
		Service - 10/07/25		
		001-000-180-518-50-49-05	CEN SVCS: Shredding Services	\$45.00
		Document Shredding Services; CEN SVS		
	Total 22946170			\$45.00
	56646	10/7/2025	2025 - October - October 2025 - Regular Batch 3	
	22946171			
		Service - 09/02/25		
		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 22946171			\$45.00
	56646	10/14/2025	2025 - October - October 2025 - Regular Batch 3	
	22946219			
		Service - 10/14/25		
		001-000-180-518-50-49-05	CEN SVCS: Shredding Services	\$357.50
		Shredding Service		
	Total 22946219			\$357.50
	Total 56646			\$447.50
	Total Confidential Data Disposal			\$447.50

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
DCW - Data Center Warehouse				
	56647	9/29/2025	2025 - October - October 2025 - Regular Batch 3	
	INV-006017			
	Supplies			
	001-000-145-518-80-41-10		IT: Cloud storage & Comp	\$2,317.79
	Wasabi Cloud Storage			
	Total INV-006017			\$2,317.79
	56647	10/20/2025	2025 - October - October 2025 - Regular Batch 3	
	INV-007838			
	Supplies			
	310-000-011-594-18-64-00		Gen Gvt-Pc related Hardware	\$3,644.26
	Surfaces, Keyboards			
	Total INV-007838			\$3,644.26
	Total 56647			\$5,962.05
	V54390	10/31/2025	2025 - October - October 2025 - Void Batch 1	
	V INVD196441			
	VOID IT Subscription			
	001-000-145-518-80-41-09		IT: Adobe Acrobat Costs & License	(\$25.00)
	VOID 54390 - Adobe Pro; DUPLICATE PAYMENT ISSUED			
	Total V INVD196441			(\$25.00)
	Total V54390			(\$25.00)
	Total DCW - Data Center Warehouse			\$5,937.05
Department of Licensing				
	56627	10/8/2025	2025 - October - October 2025 - Early Batch 1	
	DOL 10/08/25			
	Tax & Licensing - 25' Chev Silverado 2500			
	510-000-200-594-48-64-02		PW - Truck & Equip	\$5,225.48
	Tax and Licensing Costs			
	Total DOL 10/08/25			\$5,225.48
	Total 56627			\$5,225.48
	Total Department of Licensing			\$5,225.48
Dwight Howard				
	V53823	10/31/2025	2025 - October - October 2025 - Void Batch 1	
	V R 4690.0			
	VOID Utility Refund			
	401-000-000-343-40-00-01		WTR: Water Charges	(\$77.95)

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			VOID 53823 - Refund Closed Account; 2025 UNCLAIMED PROPERTY	
	Total V R 4690.0			(\$77.95)
	Total V53823			(\$77.95)
Total Dwight Howard				(\$77.95)
Elaina Cote'				
	V53505	10/31/2025	2025 - October - October 2025 - Void Batch 1	
	V R 11.09.2020 EC			
	VOID Reissue Employee Reimbursement			
	001-000-214-521-20-42-03		PD: Postage	(\$10.32)
			VOID 53505 - Reissue Stale Dated Check; 2025 UNCLAIMED PROPERTY	
	Total V R 11.09.2020 EC			(\$10.32)
	Total V53505			(\$10.32)
Total Elaina Cote'				(\$10.32)
Elwalu LLC (Elephant Car Wash)				
	56648	10/10/2025	2025 - October - October 2025 - Regular Batch 3	
	2137			
	Service - September 2025			
	001-000-210-521-10-48-01		PD: Vehicle/Eq. Mtc. & Repair	\$166.18
			Oil Changes	
	Total 2137			\$166.18
	Total 56648			\$166.18
Total Elwalu LLC (Elephant Car Wash)				\$166.18
Enumclaw School District				
	56649	9/30/2025	2025 - October - October 2025 - Regular Batch 3	
	ESD 09/2025			
	Remittance - September 2025			
	111-000-100-518-65-49-01		Enumclaw School Mitigation Fees MPD Single-Fam	\$10,249.00
			MPD Single Fam	
	Total ESD 09/2025			\$10,249.00
	Total 56649			\$10,249.00
Total Enumclaw School District				\$10,249.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Federal Eastern International				
	56650	10/2/2025	2025 - October - October 2025 - Regular Batch 3	
	58505900			
		Supplies		
		001-000-210-521-10-31-04	PD: Uniform Allowance	\$284.94
		Laser Guard Carrier		
	Total 58505900			\$284.94
	Total 56650			\$284.94
	Total Federal Eastern International			\$284.94
First Responder Outfitters - TAC				
	56651	9/19/2025	2025 - October - October 2025 - Regular Batch 3	
	22349-3			
		Supplies		
		001-000-210-521-10-31-04	PD: Uniform Allowance	\$379.71
		Jumpsuit, Patches		
	Total 22349-3			\$379.71
	Total 56651			\$379.71
	Total First Responder Outfitters - TAC			\$379.71
Gunderson Law Firm				
	56652	10/1/2025	2025 - October - October 2025 - Regular Batch 3	
	1526			
		Service - September 2025		
		001-000-121-512-51-41-06	CRT: AOC-Therapeutic Grant 07/01/2025 - 06/30/2026	\$500.00
		Prosecution Services - Community Court		
		001-000-151-515-41-41-04	CRT - Legal - Pros Attorney	\$5,600.00
		Prosecution Services - Mainstream Court		
	Total 1526			\$6,100.00
	Total 56652			\$6,100.00
	Total Gunderson Law Firm			\$6,100.00
Honey Bucket/Northwest Cascade Inc.				
	56653	9/30/2025	2025 - October - October 2025 - Regular Batch 3	
	Honey Bucket 10/2025			
		Service - October 2025		
		001-000-270-575-70-41-02	Lake Sawyer: Portable Restroom Facility	\$338.00
		Portable Restroom Facility Service; LKSR		
		001-000-270-576-80-31-03	PRK: Portable Restroom Facility	\$362.50

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Portable Restroom Facility Service; PRK	
	Total Honey Bucket 10/2025			\$700.50
	Total 56653			\$700.50
	Total Honey Bucket/Northwest Cascade Inc.			\$700.50
HWA GeoSciences Inc.				
	56654	9/30/2025	2025 - October - October 2025 - Regular Batch 3	
	38661			
		Service - September 2025		
		310-000-002-594-18-62-10	CIP - Future Campus Planning	\$6,983.80
			Geological Service; New City Hall	
		510-000-500-594-48-62-00	PW Bldg Related Impr.	\$6,807.80
			Geological Service; New PW Facility	
	Total 38661			\$13,791.60
	56654	10/23/2025	2025 - October - October 2025 - Regular Batch 3	
	38662			
		Service - September 2025		
		001-000-240-558-60-41-01	PLN: Prof Serv - Long Range Planning	\$320.00
			Harris Residence	
	Total 38662			\$320.00
	56654	9/27/2025	2025 - October - October 2025 - Regular Batch 3	
	38771			
		Service - September 2025		
		001-000-257-558-70-41-05	MDRT - Geotech	\$1,440.00
			Visconsi North Commercial	
	Total 38771			\$1,440.00
	Total 56654			\$15,551.60
	Total HWA GeoSciences Inc.			\$15,551.60

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Ichijo USA Co LTD				
	56712	10/31/2025	2025 - October - October 2025 - Void & Reissue Batch 1	
	7187.0 (reissue)			
		Refund - Utility Bill Overpayment		
		401-000-000-343-40-00-01	WTR: Water Charges	\$605.93
		Refund Final Bill Overpayment		
	Total 7187.0 (reissue)			\$605.93
	Total 56712			\$605.93
	V52282	10/31/2025	2025 - October - October 2025 - Void & Reissue Batch 1	
	V 7187.0			
		Void - Utility Bill Overpayment Refund		
		401-000-000-343-40-00-01	WTR: Water Charges	(\$605.93)
		VOID 52282; Refund Final Bill Overpayment		
	Total V 7187.0			(\$605.93)
	Total V52282			(\$605.93)
	Total Ichijo USA Co LTD			\$0.00
Intercom Language Services, Inc.				
	56655	10/15/2025	2025 - October - October 2025 - Regular Batch 3	
	25-640			
		Service - October 2025		
		001-000-120-512-51-41-04	CRT: Interpreter	\$510.00
		Interpreter Service		
	Total 25-640			\$510.00
	Total 56655			\$510.00
	Total Intercom Language Services, Inc.			\$510.00
Ismael Mohamed				
	56656	10/15/2025	2025 - October - October 2025 - Regular Batch 3	
	2501015			
		Service - October 2025		
		001-000-120-512-51-41-04	CRT: Interpreter	\$140.00
		Interpreter Service		
	Total 2501015			\$140.00
	Total 56656			\$140.00
	Total Ismael Mohamed			\$140.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Johnsons Home & Garden				
56657	489725	10/1/2025	2025 - October - October 2025 - Regular Batch 3	
		Supplies		
		401-000-000-534-80-31-00	WTR: Office & Operating Supplies	\$42.42
		Insulation, Valve Kit		
	Total 489725			\$42.42
56657	489733	10/1/2025	2025 - October - October 2025 - Regular Batch 3	
		Supplies		
		401-000-000-534-80-31-00	WTR: Office & Operating Supplies	(\$4.36)
		Return - Valve Kit		
	Total 489733			(\$4.36)
56657	489734	10/1/2025	2025 - October - October 2025 - Regular Batch 3	
		Supplies		
		999-000-006-000-00-31-00	6-Shared Office & Operating Supplies	\$118.67
		Boot Scraper, Chain Loop		
	Total 489734			\$118.67
56657	489749	10/2/2025	2025 - October - October 2025 - Regular Batch 3	
		Supplies		
		999-000-006-000-00-31-00	6-Shared Office & Operating Supplies	\$13.70
		SS Braid Flex, Stop Handle		
	Total 489749			\$13.70
56657	489764	10/2/2025	2025 - October - October 2025 - Regular Batch 3	
		Supplies		
		510-000-500-594-48-62-00	PW Bldg Related Impr.	\$275.05
		Sealant, Water Heater		
	Total 489764			\$275.05
56657	489851	10/7/2025	2025 - October - October 2025 - Regular Batch 3	
		Supplies		
		510-000-500-594-48-62-00	PW Bldg Related Impr.	\$512.32
		PVC Pipe & Fittings		
	Total 489851			\$512.32

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	56657	10/7/2025	2025 - October - October 2025 - Regular Batch 3	
	489852			
		Supplies		
		999-000-006-000-00-31-00	6-Shared Office & Operating Supplies	\$110.49
			Vinyl Tubing, Brake Cleaner, Cement, Sealant, Door Stop, Adapter, Insulation	
	Total 489852			\$110.49
	56657	10/13/2025	2025 - October - October 2025 - Regular Batch 3	
	489952			
		Supplies		
		510-000-500-594-48-62-00	PW Bldg Related Impr.	\$171.97
			PVC Fittings	
	Total 489952			\$171.97
	Total 56657			\$1,240.26
	Total Johnsons Home & Garden			\$1,240.26
Kelley Create Co				
	56658	10/3/2025	2025 - October - October 2025 - Regular Batch 3	
	IN2103585			
		Supplies		
		001-000-254-518-21-31-00	MOD: Office & Operating Supplies	\$134.93
			Printer Staples	
	Total IN2103585			\$134.93
	56658	10/6/2025	2025 - October - October 2025 - Regular Batch 3	
	IN2104156			
		Supplies		
		001-000-180-518-50-45-03	CEN SVCS: Copier Costs	\$218.48
			Copier Overage Costs - CH	
		001-000-210-521-10-45-03	PD: Copier Costs	\$66.33
			Copier Overage Costs - PD	
		001-000-248-518-20-45-03	MDRT: Copier Costs	\$32.98
			Copier Overage Costs - MDRT	
		001-000-254-518-21-45-03	MOD: Copier Costs	\$714.36
			Copier Overage Costs - AD	
		101-000-000-542-30-45-03	STRT: Copier Costs	\$11.67
			Copier Overage Costs - STRT	
		401-000-000-534-80-45-03	WTR: Copier Costs	\$11.69
			Copier Overage Costs - WTR	
		407-000-000-535-80-45-03	SWR: Copier Costs	\$11.67
			Copier Overage Costs - SWR	

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name	Amount
		410-000-000-531-10-45-03	STRM: Copier Costs	\$11.67
		Copier Overage Costs - STRM		
	Total IN2104156			\$1,078.85
	Total 56658			\$1,213.78
Total Kelley Create Co				\$1,213.78
King County Finance				
	56659	9/30/2025	2025 - October - October 2025 - Regular Batch 3	
	144989-144990			
		Service - August & September 2025		
		101-000-000-542-64-41-02	STRT: Striping	\$3,900.21
		Street Striping		
		101-000-000-542-64-48-01	STRT: Traffic Signal Maintenance	\$161.56
		Traffic Light Work		
	Total 144989-144990			\$4,061.77
	56659	9/30/2025	2025 - October - October 2025 - Regular Batch 3	
	145228-145228			
		Service - September 2025		
		320-000-002-595-30-63-00	Street Preservation	\$6,651.40
		BD Disc Overlay		
	Total 145228-145228			\$6,651.40
	56659	9/18/2025	2025 - October - October 2025 - Regular Batch 3	
	2168597			
		Service - Annual		
		001-000-240-558-60-41-01	PLN: Prof Serv - Long Range Planning	\$400.50
		Custom Mailing List Database; PLN		
		001-000-246-558-70-41-00	MDRT: Professional Services	\$400.50
		Custom Mailing List Database; MDRT		
	Total 2168597			\$801.00
	Total 56659			\$11,514.17
Total King County Finance				\$11,514.17
King County Finance - I-Net				
	56660	9/30/2025	2025 - October - October 2025 - Regular Batch 3	
	11016360			
		Service - September 2025		
		001-000-145-518-80-42-03	IT: Comm - INET Costs - First Net	\$1,135.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		INET Contract Costs		
	Total 11016360			\$1,135.00
	Total 56660			\$1,135.00
	Total King County Finance - I-Net			\$1,135.00
King County Radio Comm Services				
	56661	9/8/2025	2025 - October - October 2025 - Regular Batch 3	
	INV-WO002278			
	Service - 09/03/25			
	001-000-214-521-20-41-03		PD: King County 800 Mhz Radio Costs	\$2,310.90
		Preventative Maintenance		
	Total INV-WO002278			\$2,310.90
	Total 56661			\$2,310.90
	Total King County Radio Comm Services			\$2,310.90
Language Line Services, Inc.				
	56662	9/30/2025	2025 - October - October 2025 - Regular Batch 3	
	11735050			
	Service - September 2025			
	001-000-210-521-10-41-09		PD: Interpreter	\$378.18
		Interpreter Service		
	Total 11735050			\$378.18
	Total 56662			\$378.18
	Total Language Line Services, Inc.			\$378.18
Lindsey Jewett				
	56663	10/23/2025	2025 - October - October 2025 - Regular Batch 3	
	L Jewett 10/23/25			
	Reimbursement - Mileage			
	001-000-240-558-51-43-00		COM DEV: Lodging, Meals & Mileage	\$35.00
		Mileage Reimbursement		
	Total L Jewett 10/23/25			\$35.00
	Total 56663			\$35.00
	Total Lindsey Jewett			\$35.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Mackenzie Engineering Inc				
	56664	10/8/2025	2025 - October - October 2025 - Regular Batch 3	
	1095363			
		Service - September 2025		
		310-000-002-594-18-62-10	CIP - Future Campus Planning	\$1,282.50
		Architectural Service		
	Total 1095363			\$1,282.50
	Total 56664			\$1,282.50
	Total Mackenzie Engineering Inc			\$1,282.50
Madrona Law Group LLC				
	56665	10/8/2025	2025 - October - October 2025 - Regular Batch 3	
	13246			
		Service - September 2025		
		001-000-240-558-51-41-00	COM DEV: Professional Services	\$700.00
		CD Permit Legal Review		
	Total 13246			\$700.00
	56665	10/8/2025	2025 - October - October 2025 - Regular Batch 3	
	13247			
		Service - September 2025		
		001-000-150-515-41-41-01	Legal Services-General Govt	\$9,660.00
		General City Attorney Services		
	Total 13247			\$9,660.00
	56665	10/8/2025	2025 - October - October 2025 - Regular Batch 3	
	13248			
		Service - September 2025		
		001-000-150-515-41-41-01	Legal Services-General Govt	\$1,647.00
		Labor and Employment Services		
	Total 13248			\$1,647.00
	56665	10/8/2025	2025 - October - October 2025 - Regular Batch 3	
	13249			
		Service - September 2025		
		001-000-257-558-70-41-00	MDRT - Legal Services	\$2,345.00
		Oakpointe Services		
	Total 13249			\$2,345.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	56665	10/8/2025	2025 - October - October 2025 - Regular Batch 3	
	13250			
		Service - September 2025		
		001-000-150-515-41-41-17	Legal - Public Disc/Oth	\$859.00
		PRR Advice		
	Total 13250			\$859.00
	56665	10/8/2025	2025 - October - October 2025 - Regular Batch 3	
	13251			
		Service - September 2025		
		101-000-000-542-30-41-15	STRT: Legal Costs	\$140.00
		Permit Legal Review		
	Total 13251			\$140.00
	Total 56665			\$15,351.00
Total Madrona Law Group LLC				\$15,351.00
Matzke Polygraph, LLC				
	56666	9/16/2025	2025 - October - October 2025 - Regular Batch 3	
	91625			
		Service - September 2025		
		001-000-213-521-10-41-04	PD: Civil Service-Hiring Evaluations	\$250.00
		Polygraph Service		
	Total 91625			\$250.00
	Total 56666			\$250.00
Total Matzke Polygraph, LLC				\$250.00
Miguel Angel Molina Pedroza				
	V53124	10/31/2025	2025 - October - October 2025 - Void Batch 1	
	V 06212023 MP			
		VOID PD Traffic School Refund		
		001-000-210-342-10-01-00	PD: Traffic School Fee	(\$31.00)
		VOID 53124 - Refund Over Payment; 2025 UNCLAIMED PROPERTY		
	Total V 06212023 MP			(\$31.00)
	Total V53124			(\$31.00)
Total Miguel Angel Molina Pedroza				(\$31.00)

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Mountain View Fire & Rescue				
	56625	7/16/2025	2025 - October - October 2025 - Early Batch 1	
	25-013			
		Service - June 2025		
		001-000-240-558-51-41-04	COM DEV: Fire Inspection & Plan Check	\$1,993.13
		Fire Marshal Services		
	Total 25-013			\$1,993.13
	Total 56625			\$1,993.13
	56667	9/19/2025	2025 - October - October 2025 - Regular Batch 3	
	25-1021			
		Service - August 2025		
		001-000-240-558-51-41-04	COM DEV: Fire Inspection & Plan Check	\$3,920.56
		Fire Marshal Services		
	Total 25-1021			\$3,920.56
	56667	10/20/2025	2025 - October - October 2025 - Regular Batch 3	
	25-1028			
		Service - September 2025		
		001-000-240-558-51-41-04	COM DEV: Fire Inspection & Plan Check	\$2,055.28
		Fire Marshal Services		
	Total 25-1028			\$2,055.28
	56667	10/20/2025	2025 - October - October 2025 - Regular Batch 3	
	25-1029			
		Reimbursement - Hose Testing		
		310-000-031-594-22-64-05	Fire Station Building Improvement	\$5,072.41
		2025 Fire Hose Testing - Station 98		
	Total 25-1029			\$5,072.41
	Total 56667			\$11,048.25
	Total Mountain View Fire & Rescue			\$13,041.38
Office Products Nationwide				
	56668	10/3/2025	2025 - October - October 2025 - Regular Batch 3	
	1259508-0			
		Supplies		
		001-000-210-521-10-31-00	PD: Office & Operating Supplies	\$60.04
		Trash Can Liners, Batteries		
	Total 1259508-0			\$60.04
	Total 56668			\$60.04
	Total Office Products Nationwide			\$60.04

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Olympic Environmental Resources				
	56669	10/10/2025	2025 - October - October 2025 - Regular Batch 3	
	#25OER4			
		Service - October 2025		
		001-000-182-554-90-41-00	Recycling Program- KC Grant	\$8,349.40
		Recycling Event		
	Total #25OER4			\$8,349.40
	Total 56669			\$8,349.40
	Total Olympic Environmental Resources			\$8,349.40
Parametrix, Inc.				
	56670	5/21/2025	2025 - October - October 2025 - Regular Batch 3	
	67298			
		Service - April 2025		
		001-000-257-558-70-41-03	MDRT - Traffic Engineering-Parametrix	\$1,405.00
		MDRT Traffic Engineering Services		
	Total 67298			\$1,405.00
	56670	9/9/2025	2025 - October - October 2025 - Regular Batch 3	
	70626			
		Service - August 2025		
		001-000-257-558-70-41-06	MDRT - Surveyor-Parametrix	\$195.17
		MDRT Survey Support		
	Total 70626			\$195.17
	56670	9/15/2025	2025 - October - October 2025 - Regular Batch 3	
	70824			
		Service - August 2025		
		001-000-257-558-70-41-03	MDRT - Traffic Engineering-Parametrix	\$505.00
		MDRT Traffic Engineering Services		
	Total 70824			\$505.00
	56670	9/15/2025	2025 - October - October 2025 - Regular Batch 3	
	70825			
		Service - August 2025		
		001-000-257-558-70-41-03	MDRT - Traffic Engineering-Parametrix	\$1,095.00
		MDRT Traffic Engineering Services		
	Total 70825			\$1,095.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
56670	71122	9/24/2025	2025 - October - October 2025 - Regular Batch 3	
		Service - August 2025		
		001-000-240-558-51-41-00	COM DEV: Professional Services	\$202.50
			Morris Lot Line Adjustment	
	Total 71122			\$202.50
56670	71123	9/24/2025	2025 - October - October 2025 - Regular Batch 3	
		Service - August 2025		
		001-000-257-558-70-41-03	MDRT - Traffic Engineering-Parametrix	\$1,067.50
			On-Call Civil Engineering	
	Total 71123			\$1,067.50
56670	71865	10/21/2025	2025 - October - October 2025 - Regular Batch 3	
		Service - September 2025		
		001-000-240-558-51-41-00	COM DEV: Professional Services	\$1,757.50
			Morris Lot Line Adjustment	
	Total 71865			\$1,757.50
56670	71866	10/21/2025	2025 - October - October 2025 - Regular Batch 3	
		Service - September 2025		
		510-000-500-594-48-62-00	PW Bldg Related Impr.	\$616.25
			Lawson St Wetland Exploration	
	Total 71866			\$616.25
56670	71867	10/21/2025	2025 - October - October 2025 - Regular Batch 3	
		Service - September 2025		
		310-000-039-594-75-62-00	CIP - Dock & Boat Shelter Cost	\$5,047.50
			JARPA Lake Sawyer Dock	
	Total 71867			\$5,047.50
56670	71868	10/21/2025	2025 - October - October 2025 - Regular Batch 3	
		Service - September 2025		
		320-000-038-595-30-41-00	CIP - STRT - Traffic Impact Fee / Concurrency Prof Svs	\$1,435.00
			Updated TIF Rate Study	
	Total 71868			\$1,435.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	56670	10/21/2025	2025 - October - October 2025 - Regular Batch 3	
	71869			
		Service - September 2025		
		310-000-039-594-75-62-00	CIP - Dock & Boat Shelter Cost	\$807.50
			Lake Sawyer Regional Park Boat Ramp	
	Total 71869			\$807.50
	56670	10/21/2025	2025 - October - October 2025 - Regular Batch 3	
	71871			
		Service - September 2025		
		320-000-054-595-30-41-00	Roberts Drive Recon, CH to Ginder: Prof Svs	\$11,547.50
			Roberts Drive Reconstruction, Morgan St to Ginder Creek	
	Total 71871			\$11,547.50
	56670	10/21/2025	2025 - October - October 2025 - Regular Batch 3	
	71872			
		Service - September 2025		
		320-000-050-595-50-62-00	CIP - STRT - Covington Creek Bridge	\$27,142.66
			Covington Creek Culverts Replacement	
	Total 71872			\$27,142.66
	56670	10/21/2025	2025 - October - October 2025 - Regular Batch 3	
	71874			
		Service - September 2025		
		310-000-017-594-76-61-01	Ginder Creek Park Design	\$4,345.00
			Ginder Creek Trail Plan	
	Total 71874			\$4,345.00
	Total 56670			\$57,169.08
	Total Parametrix, Inc.			\$57,169.08
PD - Transient Vendors				
	V54684	10/31/2025	2025 - October - October 2025 - Void Batch 1	
	V INV2024610224644742		Demetrius Anderson	
		VOID Refund - Traffic School		
		001-000-210-342-10-01-00	PD: Traffic School Fee	(\$149.35)
			VOID 54684 - Traffic School Reimbursement; 2025 UNCLAIMED PROPERTY	
	Total V INV2024610224644742			(\$149.35)
	Total V54684			(\$149.35)
	Total PD - Transient Vendors			(\$149.35)

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Positive Concepts/ATPI				
	56671	10/24/2025	2025 - October - October 2025 - Regular Batch 3	
	0261777-IN			
		Supplies		
		001-000-210-521-10-31-00	PD: Office & Operating Supplies	\$260.00
		Thermal Paper		
	Total 0261777-IN			\$260.00
	Total 56671			\$260.00
	Total Positive Concepts/ATPI			\$260.00
Precision Concrete Cutting, Inc.				
	56672	10/6/2025	2025 - October - October 2025 - Regular Batch 3	
	WA89715BC			
		Service - October 2025		
		320-000-002-595-30-63-00	Street Preservation	\$5,442.19
		Sidewalk Repair		
	Total WA89715BC			\$5,442.19
	Total 56672			\$5,442.19
	Total Precision Concrete Cutting, Inc.			\$5,442.19
Public Safety Testing, Inc				
	56673	10/9/2025	2025 - October - October 2025 - Regular Batch 3	
	PST25-1044			
		Service - Q3 2025		
		001-000-213-521-10-41-04	PD: Civil Service-Hiring Evaluations	\$248.00
		New Officer Testing/Recruiting		
	Total PST25-1044			\$248.00
	Total 56673			\$248.00
	Total Public Safety Testing, Inc			\$248.00
Puget Sound Energy				
	56713	10/31/2025	2025 - October - October 2025 - Void & Reissue Batch 1	
	PUB24-0019/0020 (reissue)			
		Refund - Permit Costs		
		001-000-240-341-81-00-00	PERM - Technology Cost Recovery Fee	\$90.00
		Permit Costs Paid to City in Error		
		001-000-240-345-89-20-04	PW -Base Fee Clearing Acct	\$120.00
		Permit Costs Paid to City in Error		
		101-000-000-322-40-00-00	Right of Way Permit	\$526.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Permit Costs Paid to City in Error	
	Total PUB24-0019/0020 (reissue)			\$736.00
	Total 56713			\$736.00
	V54493	10/31/2025	2025 - October - October 2025 - Void & Reissue Batch 1	
	V PUB24-0019/0020			
	Void - Permit Cost Refund			
	001-000-240-341-81-00-00		PERM - Technology Cost Recovery Fee	(\$90.00)
			VOID 54493; Permit Costs Paid to City in Error	
	001-000-240-345-89-20-04		PW -Base Fee Clearing Acct	(\$120.00)
			VOID 54493; Permit Costs Paid to City in Error	
	101-000-000-322-40-00-00		Right of Way Permit	(\$526.00)
			VOID 54493; Permit Costs Paid to City in Error	
	Total V PUB24-0019/0020			(\$736.00)
	Total V54493			(\$736.00)
Total Puget Sound Energy				\$0.00
Pye-Barker Fire & Safety LLC				
	56674	10/2/2025	2025 - October - October 2025 - Regular Batch 3	
	7173849			
	Service - October 2025			
	510-000-500-594-48-62-00		PW Bldg Related Impr.	\$65,853.33
			Installation of Security System at PW Mod	
	Total 7173849			\$65,853.33
	Total 56674			\$65,853.33
	56715	11/1/2025	2025 - November - November 2025 - Regular Batch 1	
	Pye-Barker 11/2025			
	Service - November 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	
	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	

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
		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 11/2025			\$4,471.29
	Total 56715			\$4,471.29
Total Pye-Barker Fire & Safety LLC				\$70,324.62
Raedeke Associates Inc				
	56675	10/8/2025	2025 - October - October 2025 - Regular Batch 3	
	62196			
		Service - September 2025		
		001-000-257-558-70-41-04	MDRT - Environmental Consultant-Perteet	\$966.25
		On-Call Services		
	Total 62196			\$966.25
	Total 56675			\$966.25
Total Raedeke Associates Inc				\$966.25
Regional Animal Services of King County				
	V56559	10/31/2025	2025 - October - October 2025 - Void Batch 1	
	V RASKC 08/2025			
		VOID - Service August 2025		
		633-000-600-589-30-00-00	Pet License Fees for King County	(\$25.00)
		VOID 56559 Remittance - Pet Licensing Fees; DUPLICATE PAYMENT ISSUED		
	Total V RASKC 08/2025			(\$25.00)
	Total V56559			(\$25.00)
Total Regional Animal Services of King County				(\$25.00)

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
RH2 Engineering Inc.				
56676	103604	10/10/2025	2025 - October - October 2025 - Regular Batch 3	
		Service - September 2025		
		402-000-003-594-34-63-13	WSFFA-Springs Source Rehab	\$23,295.61
		BD Springs Rehabilitation		
	Total 103604			\$23,295.61
56676	103607	10/10/2025	2025 - October - October 2025 - Regular Batch 3	
		Service - September 2025		
		101-000-000-542-30-41-13	STRT: Prof Service - Eng. Civil Review	\$2,045.86
		General Technical Support; STRT		
		401-000-000-534-80-41-13	WTR: Prof Service- Eng. Civil Review	\$4,101.48
		General Technical Support; WTR		
		407-000-000-535-80-41-13	SWR: Prof Service - Eng. Civil Review	\$2,045.87
		General Technical Support; SWR		
		410-000-000-531-10-41-13	STRM: Prof Service - Eng. Civil Review	\$2,045.86
		General Technical Support; STRM		
	Total 103607			\$10,239.07
56676	103617	10/10/2025	2025 - October - October 2025 - Regular Batch 3	
		Service - September 2025		
		404-000-011-534-80-41-00	WTR - Comp Plan	\$1,348.13
		Water System Plan Update Assistance		
	Total 103617			\$1,348.13
56676	103669	10/13/2025	2025 - October - October 2025 - Regular Batch 3	
		Service - September 2025		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$18,026.61
		2018 MDRT		
	Total 103669			\$18,026.61
56676	103775	10/15/2025	2025 - October - October 2025 - Regular Batch 3	
		Service - September 2025		
		320-000-051-594-42-41-00	Update Construction Standard	\$5,812.52
		Design Standard and Standard Details		
	Total 103775			\$5,812.52

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	56676	10/15/2025	2025 - October - October 2025 - Regular Batch 3	
	103782			
		Service - September 2025		
		404-000-016-594-34-63-00	Water Loop 169- Const	\$4,595.98
		2024 Water Main Improvements		
	Total 103782			\$4,595.98
	Total 56676			\$63,317.92
Total RH2 Engineering Inc.				\$63,317.92
Royal Towing Black Diamond				
	56677	10/17/2025	2025 - October - October 2025 - Regular Batch 3	
	32486			
		Service - October 2025		
		001-000-210-521-10-49-06	PD: Towing Services	\$345.44
		Towing Service		
	Total 32486			\$345.44
	Total 56677			\$345.44
Total Royal Towing Black Diamond				\$345.44
Ryan Sweet				
	56678	10/13/2025	2025 - October - October 2025 - Regular Batch 3	
	R Sweet 10/13/25			
		Reimbursement - Training Costs		
		999-000-004-000-00-43-00	4-Lodging, Meals & Mileage	\$224.00
		Mileage Reimbursement		
		999-000-004-000-00-49-01	4-Training & Workshops	\$28.76
		Training Meal Reimbursements		
	Total R Sweet 10/13/25			\$252.76
	Total 56678			\$252.76
Total Ryan Sweet				\$252.76
Seattle Times				
	56679	9/30/2025	2025 - October - October 2025 - Regular Batch 3	
	77194			
		Service - September 2025		
		001-000-110-511-60-42-00	COUNC: Communications	\$336.60
		Advertising Costs; COUNC		
		001-000-180-518-50-41-75	CEN SVCS: Advertising	\$820.05
		Advertising Costs; CEN SVCS		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
		001-000-240-558-60-41-75 Advertising Costs; PLN	PLN: Advertising - Long range planning	\$750.75
		001-000-246-558-70-41-75 Advertising Costs; MDRT	MDRT: Advertising	\$506.00
	Total 77194			\$2,413.40
	Total 56679			\$2,413.40
Total Seattle Times				\$2,413.40
Shield Assessments				
	56680	10/8/2025	2025 - October - October 2025 - Regular Batch 3	
	#3289			
		Service - September 2025		
		001-000-213-521-10-41-04 Psych Evaluations	PD: Civil Service-Hiring Evaluations	\$1,340.00
	Total #3289			\$1,340.00
	Total 56680			\$1,340.00
Total Shield Assessments				\$1,340.00
Somer Johnson				
	56681	9/30/2025	2025 - October - October 2025 - Regular Batch 3	
	204			
		Service - September 2025		
		001-000-121-512-51-41-06 Community Court Service	CRT: AOC-Therapeutic Grant 07/01/2025 - 06/30/2026	\$3,165.00
	Total 204			\$3,165.00
	Total 56681			\$3,165.00
	56714	10/31/2025	2025 - October - October 2025 - Void & Reissue Batch 1	
	6302023 SJ (reissue)			
		Reimbursement - Travel Costs		
		001-000-121-512-51-41-03 Lodging & Meals - Community Court Retreat	CRT: AOC-Therapeutic Grant 01/01/2021 - 06/30/2023	\$204.89
	Total 6302023 SJ (reissue)			\$204.89
	Total 56714			\$204.89
	V53191	10/31/2025	2025 - October - October 2025 - Void & Reissue Batch 1	
	V 6302023 SJ			
		Void - Travel Costs Reimbursement		
		001-000-121-512-51-41-03	CRT: AOC-Therapeutic Grant 01/01/2021 - 06/30/2023	(\$204.89)

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			VOID 53191; Lodging & Meals - Community Court Retreat	
	Total V 6302023 SJ			(\$204.89)
	Total V53191			(\$204.89)
Total Somer Johnson				\$3,165.00
Sorci Family LLC				
	56716	11/1/2025	2025 - November - November 2025 - Regular Batch 1	
	Sorci 11/2025			
		Rent - November 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 11/2025			\$14,642.46
	Total 56716			\$14,642.46
Total Sorci Family LLC				\$14,642.46

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
South Correctional Entity				
	56682	10/10/2025	2025 - October - October 2025 - Regular Batch 3	
	8925			
		Service - September 2025		
		001-000-211-523-60-49-00	PD: Jail Costs	\$6,075.59
		Jailing Costs		
		001-000-211-523-60-49-02	PD: Jail Medical Costs	\$2,741.19
		Medical Costs		
	Total 8925			\$8,816.78
	Total 56682			\$8,816.78
	Total South Correctional Entity			\$8,816.78
State Auditor's Office				
	56683	10/9/2025	2025 - October - October 2025 - Regular Batch 3	
	L170836			
		Service - September 2025		
		001-000-140-514-23-41-01	FIN: State Auditor Services	\$139.10
		Auditing Service		
	Total L170836			\$139.10
	Total 56683			\$139.10
	Total State Auditor's Office			\$139.10
Summit Law Group, PLLC				
	56684	10/16/2025	2025 - October - October 2025 - Regular Batch 3	
	167145			
		Service - September 2025		
		001-000-150-515-41-41-02	Legal - Employment	\$2,368.00
		Legal Services		
		001-000-150-515-41-41-08	Legal Svcs-Union Contracts	\$2,975.00
		Legal Services		
	Total 167145			\$5,343.00
	Total 56684			\$5,343.00
	Total Summit Law Group, PLLC			\$5,343.00
Thomson Reuters - West				
	56685	10/1/2025	2025 - October - October 2025 - Regular Batch 3	
	852610874			
		Service - September 2025		
		001-000-210-521-10-41-07	PD: Prof Serv/Leads Online - Pawn Shop	\$249.04

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Software Subscription Charges		
	Total 852610874			\$249.04
	Total 56685			\$249.04
Total Thomson Reuters - West				\$249.04
Tracy Williamson				
	56686	10/23/2025	2025 - October - October 2025 - Regular Batch 3	
	T Williamson 10/23/25			
	Reimbursement - Mileage			
	001-000-137-514-21-43-00		CLK: Lodging, Meals & Mileage	\$198.80
	Mileage Reimbursement			
	Total T Williamson 10/23/25			\$198.80
	Total 56686			\$198.80
Total Tracy Williamson				\$198.80
UB - Transient Vendors				
	56687	10/24/2025	2025 - October - October 2025 - Regular Batch 3	
	4522.0		Jeffrey & Ashley Blanco	
	Reimbursement - Final Bill Overpayment			
	401-000-000-343-40-00-01		WTR: Water Charges	\$416.17
	Refund Closed Account			
	Total 4522.0			\$416.17
	Total 56687			\$416.17
	56688	10/24/2025	2025 - October - October 2025 - Regular Batch 3	
	4649.0		Ryan & Larisa Eronemo	
	Reimbursement - Final Bill Overpayment			
	401-000-000-343-40-00-01		WTR: Water Charges	\$555.50
	Refund Closed Account			
	Total 4649.0			\$555.50
	Total 56688			\$555.50
	56689	10/24/2025	2025 - October - October 2025 - Regular Batch 3	
	4692.0		Shane & Vanessa Wemhoff	
	Reimbursement - Final Bill Overpayment			
	401-000-000-343-40-00-01		WTR: Water Charges	\$282.46

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Refund Closed Account	
	Total 4692.0			\$282.46
	Total 56689			\$282.46
56690		10/24/2025	2025 - October - October 2025 - Regular Batch 3	
	5157.0		Jeffrey Lane	
			Reimbursement - Final Bill Overpayment	
		401-000-000-343-40-00-01	WTR: Water Charges	\$277.17
			Refund Closed Account	
	Total 5157.0			\$277.17
	Total 56690			\$277.17
56691		10/24/2025	2025 - October - October 2025 - Regular Batch 3	
	5173.0		Alex Lehnhoff & Briana Scott	
			Reimbursement - Final Bill Overpayment	
		401-000-000-343-40-00-01	WTR: Water Charges	\$272.21
			Refund Closed Account	
	Total 5173.0			\$272.21
	Total 56691			\$272.21
56692		10/24/2025	2025 - October - October 2025 - Regular Batch 3	
	5411.0		Bradley Douglass & Maruine McGrath	
			Reimbursement - Final Bill Overpayment	
		401-000-000-343-40-00-01	WTR: Water Charges	\$71.35
			Refund Closed Account	
	Total 5411.0			\$71.35
	Total 56692			\$71.35
56693		10/24/2025	2025 - October - October 2025 - Regular Batch 3	
	5537.0		Morganville LLC	
			Reimbursement - Final Bill Overpayment	
		401-000-000-343-40-00-01	WTR: Water Charges	\$175.63
			Refund Closed Account	
	Total 5537.0			\$175.63
	Total 56693			\$175.63
56694		10/24/2025	2025 - October - October 2025 - Regular Batch 3	
	5570.0		Minn Aung & Judith Baxter	
			Reimbursement - Final Bill Overpayment	
		401-000-000-343-40-00-01	WTR: Water Charges	\$870.22

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Refund Closed Account	
	Total 5570.0			\$870.22
	Total 56694			\$870.22
56695	5655.0	10/24/2025	2025 - October - October 2025 - Regular Batch 3 Ryan & Madeline Snyder	
			Reimbursement - Final Bill Overpayment	
		401-000-000-343-40-00-01	WTR: Water Charges	\$146.43
			Refund Closed Account	
	Total 5655.0			\$146.43
	Total 56695			\$146.43
56696	7156.0	10/24/2025	2025 - October - October 2025 - Regular Batch 3 Andrew Bergstrom	
			Reimbursement - Final Bill Overpayment	
		401-000-000-343-40-00-01	WTR: Water Charges	\$432.28
			Refund Closed Account	
	Total 7156.0			\$432.28
	Total 56696			\$432.28
56697	7460.0	10/24/2025	2025 - October - October 2025 - Regular Batch 3 William Beaumont	
			Reimbursement - Final Bill Overpayment	
		401-000-000-343-40-00-01	WTR: Water Charges	\$218.67
			Refund Closed Account	
	Total 7460.0			\$218.67
	Total 56697			\$218.67
56698	7496.0	10/24/2025	2025 - October - October 2025 - Regular Batch 3 Nicholas & Abigail Haegele	
			Reimbursement - Final Bill Overpayment	
		401-000-000-343-40-00-01	WTR: Water Charges	\$401.53
			Refund Closed Account	
	Total 7496.0			\$401.53
	Total 56698			\$401.53
V54428	V 5467.0	10/31/2025	2025 - October - October 2025 - Void Batch 1 Eric Rossknecht and Meena Rahmat	
			VOID Utility Refund	
		401-000-000-343-40-00-01	WTR: Water Charges	(\$40.93)

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			VOID 54428 - Refund Closed Account; 2025 UNCLAIMED PROPERTY	
	Total V 5467.0			(\$40.93)
	Total V54428			(\$40.93)
	Total UB - Transient Vendors			\$4,078.69
United Business Machines of WA Inc				
	56699	10/6/2025	2025 - October - October 2025 - Regular Batch 3	
	INV545822			
		Service - September 2025		
		001-000-120-512-51-49-03	CRT: Printing & Binding	\$53.29
		Monthly Per Copy Charge		
	Total INV545822			\$53.29
	Total 56699			\$53.29
	Total United Business Machines of WA Inc			\$53.29
Utilities Underground Location Center				
	56700	9/30/2025	2025 - October - October 2025 - Regular Batch 3	
	5090131			
		Service - September 2025		
		401-000-000-534-80-41-08	WTR: Locating Service	\$97.20
		Utility Locating Service		
	Total 5090131			\$97.20
	Total 56700			\$97.20
	V53580	10/31/2025	2025 - October - October 2025 - Void Batch 1	
	V 3090130			
		VOID September 2023 Service		
		401-000-000-534-80-41-08	WTR: Locating Service	(\$104.49)
		VOID 53580 - Utility Locating Service; DUPLICATE PAYMENT ISSUED		
	Total V 3090130			(\$104.49)
	Total V53580			(\$104.49)
	Total Utilities Underground Location Center			(\$7.29)

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Valley Communications Center				
56701	0028688	8/8/2025	2025 - October - October 2025 - Regular Batch 3	
		Service - Q2 2025		
		001-000-214-521-20-41-02	PD: Valley Comm - Access Charge	\$894.49
		Quarterly Access Fee		
	Total 0028688			\$894.49
56701	0028698	8/8/2025	2025 - October - October 2025 - Regular Batch 3	
		Service - July 2025		
		001-000-214-521-20-41-00	PD: Valley Comm - Dispatch Service	\$10,592.88
		911 Call Service		
	Total 0028698			\$10,592.88
56701	0028743	10/10/2025	2025 - October - October 2025 - Regular Batch 3	
		Service - September 2025		
		001-000-214-521-20-41-00	PD: Valley Comm - Dispatch Service	\$8,573.94
		911 Call Service		
	Total 0028743			\$8,573.94
56701	0028760	10/10/2025	2025 - October - October 2025 - Regular Batch 3	
		Service - Q3 2025		
		001-000-214-521-20-41-02	PD: Valley Comm - Access Charge	\$897.72
		Quarterly Access Fee		
	Total 0028760			\$897.72
	Total 56701			\$20,959.03
	Total Valley Communications Center			\$20,959.03

Valley Defenders

56702	Valley Defenders 09/2025	10/2/2025	2025 - October - October 2025 - Regular Batch 3	
		Service - September 2025		
		001-000-121-512-51-41-06	CRT: AOC-Therapeutic Grant 07/01/2025 - 06/30/2026	\$750.00
		AOC Community Court		
		001-000-151-515-91-41-00	CRT - Legal-Public Defender	\$5,000.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Public Defense Services	
	Total Valley Defenders 09/2025			\$5,750.00
	Total 56702			\$5,750.00
Total Valley Defenders				\$5,750.00
Varius Inc.				
	56703	10/8/2025	2025 - October - October 2025 - Regular Batch 3	
	1908			
		Service - September 2025		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$1,926.00
		MV Div 3-5 Util Permits		
	Total 1908			\$1,926.00
	56703	10/8/2025	2025 - October - October 2025 - Regular Batch 3	
	1909			
		Service - September 2025		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$963.00
		MDRT Services		
	Total 1909			\$963.00
	56703	10/8/2025	2025 - October - October 2025 - Regular Batch 3	
	1910			
		Service - September 2025		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$1,284.00
		Miners Ridge Exp Parcel		
	Total 1910			\$1,284.00
	56703	10/8/2025	2025 - October - October 2025 - Regular Batch 3	
	1911			
		Service - September 2025		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$4,173.00
		Visconsi SW Utility		
	Total 1911			\$4,173.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	56703	10/8/2025	2025 - October - October 2025 - Regular Batch 3	
	1912			
		Service - September 2025		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$7,704.00
		TA71		
	Total 1912			\$7,704.00
	56703	10/8/2025	2025 - October - October 2025 - Regular Batch 3	
	1913			
		Service - September 2025		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$9,951.00
		Lawson Hills Pre Plat		
	Total 1913			\$9,951.00
	56703	10/8/2025	2025 - October - October 2025 - Regular Batch 3	
	1914			
		Service - September 2025		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$7,383.00
		Lawson Northern Gateway		
	Total 1914			\$7,383.00
	Total 56703			\$33,384.00
Total Varius Inc.				\$33,384.00
VenTek International				
	56704	10/1/2025	2025 - October - October 2025 - Regular Batch 3	
	151346			
		Service - October 2025		
		001-000-270-575-70-41-01	Lake Sawyer: Ven Tek/Venvue Pay Station	\$97.92
	Total 151346			\$97.92
	Total 56704			\$97.92
Total VenTek International				\$97.92
Vision Municipal Solutions, LLC				
	56705	10/22/2025	2025 - October - October 2025 - Regular Batch 3	
	09-16495			
		Service - September 2025		
		001-000-120-512-51-49-03	CRT: Printing & Binding	\$24.01
		Quarterly Newsletter Insert; CRT		
		001-000-180-518-50-49-03	CEN SVCS: Printing & Binding	\$48.03
		Quarterly Newsletter Insert; CEN SVS		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
		Account Number	Title	
		001-000-210-521-10-49-03	PD: Printing & Binding	\$24.01
		Quarterly Newsletter Insert; PD		
		001-000-240-558-51-49-03	COM DEV: Printing & Binding	\$12.01
		Quarterly Newsletter Insert; COM DEV		
		001-000-240-558-60-49-03	PLN: Printing & Binding	\$12.01
		Quarterly Newsletter Insert; PLN		
		001-000-246-558-70-49-05	MDRT: Printing	\$24.01
		Quarterly Newsletter Insert; MDRT		
		401-000-000-534-80-49-03	WTR: Printing & Binding	\$475.20
		Utility Bill Printing Service; WTR		
		401-000-000-534-80-49-03	WTR: Printing & Binding	\$8.03
		Quarterly Newsletter Insert; WTR		
		407-000-000-535-80-49-03	SWR: Printing & Binding	\$475.20
		Utility Bill Printing Service; SWR		
		407-000-000-535-80-49-03	SWR: Printing & Binding	\$8.00
		Quarterly Newsletter Insert; SWR		
		410-000-000-531-10-49-03	STRM: Printing & Binding	\$8.00
		Quarterly Newsletter Insert; STRM		
		410-000-000-531-10-49-03	STRM: Printing & Binding	\$82.64
		Utility Bill Printing Service; STRM		
	Total 09-16495			\$1,201.15
	Total 56705			\$1,201.15
	Total Vision Municipal Solutions, LLC			\$1,201.15
WABO				
	56706	10/9/2025	2025 - October - October 2025 - Regular Batch 3	
	48850			
	Supplies			
		001-000-240-558-51-31-03	COM DEV: Books, Maps & Periodicals	\$1,030.07
		Building Code Books		
	Total 48850			\$1,030.07
	Total 56706			\$1,030.07
	Total WABO			\$1,030.07
Washington State Treasurer				
	56707	9/30/2025	2025 - October - October 2025 - Regular Batch 3	
	WA Treasurer Q3 2025			
	Remittance - Q3 2025			
		633-000-300-589-30-00-00	Bldg Permit Fees for State Treasurer	\$490.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Building Fee Remittance		
	Total WA Treasurer Q3 2025			\$490.00
	Total 56707			\$490.00
	Total Washington State Treasurer			\$490.00
	Washington State Treasurer's Office			
	56708	10/20/2025	2025 - October - October 2025 - Regular Batch 3	
	WA Treasurer 10/20/25			
	Forfeited Funds - October 2025			
	633-000-000-589-90-00-07		Due to State- 10% of Drug Forfeit Property	\$0.50
	Forefeited Funds			
	Total WA Treasurer 10/20/25			\$0.50
	Total 56708			\$0.50
	Total Washington State Treasurer's Office			\$0.50
	Water Management Laboratories, Inc.			
	56709	9/26/2025	2025 - October - October 2025 - Regular Batch 3	
	232306			
	Service - 09/09/25			
	401-000-000-534-80-41-02		WTR: Testing and Sampling	\$60.00
	Water Testing Service			
	Total 232306			\$60.00
	56709	10/1/2025	2025 - October - October 2025 - Regular Batch 3	
	232477			
	Service - 09/16/25			
	401-000-000-534-80-41-02		WTR: Testing and Sampling	\$60.00
	Water Testing Service			
	Total 232477			\$60.00
	56709	10/3/2025	2025 - October - October 2025 - Regular Batch 3	
	232563			
	Service - 09/23/25			
	401-000-000-534-80-41-02		WTR: Testing and Sampling	\$30.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Water Testing Service		
	Total 232563			\$30.00
	Total 56709			\$150.00
	Total Water Management Laboratories, Inc.			\$150.00
Williams Scotsman, Inc.				
	56710	10/1/2025	2025 - October - October 2025 - Regular Batch 3	
	WillScot 10/2025			
	Rent - October 2025			
	001-000-240-591-58-70-00		COM DEV: Bld & Property Lease	\$1,938.12
			Rent - Modular Building, 24301 Roberts Dr; COM DEV	
	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 10/2025			\$5,422.59
	Total 56710			\$5,422.59
	Total Williams Scotsman, Inc.			\$5,422.59
Work-Sports & Outdoors				
	56711	9/22/2025	2025 - October - October 2025 - Regular Batch 3	
	2439255			
	Supplies			
	999-000-004-000-00-31-04		4-Uniform Allowance	\$294.02
			Boots	
	Total 2439255			\$294.02

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	56711	9/22/2025	2025 - October - October 2025 - Regular Batch 3	
	2439256			
	Supplies			
	999-000-004-000-00-31-04		4-Uniform Allowance	\$230.31
	Boots			
	Total 2439256			\$230.31
	56711	10/1/2025	2025 - October - October 2025 - Regular Batch 3	
	2440682			
	Supplies			
	999-000-004-000-00-31-04		4-Uniform Allowance	\$294.02
	Boots			
	Total 2440682			\$294.02
	Total 56711			\$818.35
	Total Work-Sports & Outdoors			\$818.35
	Zeke's Roofing LLC			
	56626	6/22/2025	2025 - October - October 2025 - Early Batch 1	
	INV0487 Interest			
	Retainage Interest			
	322-000-000-542-30-49-00		Retainage Interest	\$53.00
	Retainage Interest			
	Total INV0487 Interest			\$53.00
	56626	6/22/2025	2025 - October - October 2025 - Early Batch 1	
	INV0487 Retainage			
	Retainage Release			
	322-000-000-582-20-00-20		Ret: Zeke's Roofing LLC - Fire Station 99 Roof	\$4,850.80
	Retained Funds Release			
	Total INV0487 Retainage			\$4,850.80
	Total 56626			\$4,903.80
	Total Zeke's Roofing LLC			\$4,903.80
	Vendor Count	83	Grand Total	\$572,855.67

BLACK DIAMOND CITY COUNCIL MINUTES
Council Special Meeting of October 9, 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 special meeting to order at 6:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Nielsen, Peterson, Mulvihill, Jones, and Kumar

ABSENT: Councilmember Deady and Young (excused)

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

Staff present: Kevin O'Neill, City Administrator; Scott Hanis, Public Works Director; Andy Williamson, Economic Dev Director & Interim Community Dev Director; Jamey Kiblinger, Police Chief; Kevin Esping, Facilities Coordinator; Jake Kapsandy, Comm & Info Sys/Admin Sup Tech II; Carina Thornquist, Deputy City Clerk.

WORK SESSION:

Mayor Benson welcomed everyone and gave a brief overview of what this meeting is about. In addition, she encouraged the community to be involved. Mayor Benson reported that there was a signup sheet for those who like to speak. She would read off the names in order. Those people who came up to speak on the following items and had concerns were:

- Tricia Hudson from Black Diamond, spoke to Councilmembers regarding:
 - Has issues with the wakeboard boats.
 - Worried about house values.
- Rich Mermelsteim from Black Diamond, spoke to Councilmembers regarding:
 - He has lived on the lake since 1988.
 - Huge concern with outside people using the lake.
 - There's not enough regular or trailer parking.
- Nanette Stocks from Black Diamond, spoke to Councilmembers regarding:
 - Suggested that marine patrol time to be done differently.

- Rick Stocks from Black Diamond, spoke to Councilmembers regarding:

- They live on the boat launch road; a lot of cars & trucks/trailers.
 - Need to help police with funding.
 - Educating the public on how to use the lake.
 - Close boat ramp if it's full.
- Jacqueline Banks (Stocks) from Black Diamond, spoke to Councilmembers regarding:
 - The goals would be to have more safety and education of the lake.
 - Add a swim buoy.
 - Have better and bigger signage.
 - When the parking lot is full, close the lake.
 - Make it easier for homeowners to fix their docks and maintain their properties.
 - Marine Patrol to do more stop and chats and stop people who are following boats who are towing people.
 - New sport on lake is E-foil; working on best practices and have spoken to Chief Kiblinger and Kevin about. She would like to see open during non-speeding hours.
 - John Adler from Black Diamond, spoke to Councilmembers regarding:
 - Shared personal experience of being struck by a watercraft when he was younger.
 - Leih Grant from Black Diamond, spoke to Councilmembers regarding:
 - Concerned about closing the boat launch.
 - She's against closing down public streets.
 - Speeds of E-foils and sailboats.
 - Griffan Cayce from Black Diamond, spoke to Councilmembers regarding:
 - Focus on safety.
 - Shared personal story of cousin's accident with watercraft.
 - Sensitive to people following too close.
 - Proposed having a sticker for lake residents so they can have ingress and egress privileges.
 - Charge fines.
 - Put up lobster lines.
 - Jason McClurg from Black Diamond, spoke to Councilmembers regarding:
 - Grew up on the lake since 1959; moved then came back.
 - Dangerous at the point.
 - Road to the boat ramp is bad.
 - Concern about the salmon; no water in Covington Creek.
 - Outside residents during speeding hours.
 - Provide more tickets or provide boating safety classes.

In closing, Mayor Benson thanked everyone for coming and providing valuable comments which they will use in their Work Session being held early next year.

ADJOURNMENT:

Councilmember Mulvihill **moved** to adjourn the meeting; **second** Councilmember Jones. Motion **passed** with all voting in favor (5-0). The meeting ended at 6:48 p.m.

ATTEST:

Carol Benson, Mayor

Carina Thornquist, Deputy City Clerk

DRAFT

BLACK DIAMOND CITY COUNCIL MINUTES
Council Special Meeting of October 16, 2025
Hybrid Meeting Via Zoom and In-Person
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE, ROLL CALL:

Mayor Pro-Tem Deady called the special meeting to order at 6:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Nielsen, Peterson, Mulvihill, Young, Kumar

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

ABSENT: Councilmember Jones (excused)

Staff present: Kevin O'Neill, City Administrator; Andrew Williamson, MDRT/Ec Dev/CD Director; Xavier Mason, Finance Director; Jake Kapsandy, IT Tech II; Rob Reed (Zoom), IS Manager; Brenda L. Martinez, City Clerk/HR Manager.

WORK SESSION:

- 1) Work Session on 2026 General Fund Revenues Sources Including Possible Property Tax Increase and Ordinances

Finance Director Mason reviewed with the Council the general fund revenue and expenditure adjustments since September 25, 2025.

Finance Director Mason reported on the property tax revenue for the general fund. He emphasized the City's heavy reliance on property tax, noting that these funds are entirely allocated to public safety, which is experiencing rising costs that outpace revenue growth.

He outlined the revenue sources projected for 2026 and discussed the general fund expenditure forecasts for the same year, clarifying how various revenue types support different fund functions. Additionally, he reviewed Black Diamond's property tax history and the expected collection for 2026.

Director Mason also explained the distribution of property taxes and presented the 2026 tax roll levy limit worksheet from King County. He discussed the formulas involved and mentioned two proposed ordinances that the City Council would need to adopt if they decide to approve the 1% increase.

ADJOURNMENT:

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

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of October 16, 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, Mulvihill, Young, Kumar

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

ABSENT: Councilmember Jones (excused)

Staff present: Andrew Williamson, MDRT/Ec Dev/CD Director; Xavier Mason, Finance Director; Scott Hanis, Public Works Director; Rob Reed (Zoom), IS Manager; Jake Kapsandy, IT Tech II; David Linehan (Zoom), City Attorney; Jill Kuzaro, Senior Planner; Tanya Campbell, Court Administrator; Jamey Kiblinger, Police Chief; City Administrator, Kevin O'Neill; Brenda L. Martinez, City Clerk/HR Manager.

READING OF GUIDING PRINCIPLES

AGENDA REVIEW AND APPROVAL:

Councilmember Mulvihill asked that item #10 be placed after the consent agenda.

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

PUBLIC COMMENTS:

Laura Philpot, Maple Valley City Manager spoke to Council.

Mayor Sean Kelley, City of Maple Valley spoke to Council.

Cindy Proctor, Enumclaw spoke to Council.

Bill Bryant, Black Diamond spoke to Council.

Susan Harvey, Ravensdale spoke to Council.

Andre Koch, Black Diamond spoke to Council.

John Adler, Black Diamond spoke to Council.

Kristen Bryant, Black Diamond spoke to Council.

Renee Mix, Black Diamond spoke to Council.

Sheta Rafig, Black Diamond spoke to Council.

Megan Nelson, Oakpointe spoke to Council.

Natalie Waters, Black Diamond spoke to Council.

Erik Nielsen, Black Diamond spoke to Council.
Max Sampson, Black Diamond spoke to Council.
Gary Jones, Black Diamond spoke to Council.
Bonnie Scott, Black Diamond spoke to Council.
Jim Burklet, Black Diamond spoke to Council.
Kelly Armstrong, Black Diamond spoke to Council.
Nicole Stickney, Black Diamond spoke to Council.
Tawni Dalziel, City of Maple Valley spoke to Council.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

1) Proclamation – Public Safety

Mayor Pro-Tem Deady shared the Proclamation.

2) AB25-108 – Enumclaw School District Mitigation Agreement Presentation and Discussion

Enumclaw Superintendent Shaun Carey of the Enumclaw School District introduced Denise Stiffarm, their legal counsel who will be presenting to the Council. Ms. Stiffarm shared a PowerPoint presentation that touched on the proposed first amendment to the Amended and Restated Comprehensive School Mitigation Agreement.

COMMITTEE REPORTS: None

DEPARTMENT REPORTS: None

CONSENT AGENDA:

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

- 3) Claim Checks –** October 16, 2025, Check No. 56574 through Check No. 56624 and EFTs in the amount of \$605,470.54
- 4) Payroll –** September 2025, Check No. 20551 through Check No. 20559 and ACHs in the amount of \$598,852.40
- 5) Minutes –** Special Meeting of October 2, 2025, and Council Meeting of October 2, 2025
- 6) AB25-109 –** Ordinance amending section 2.06.100 of the Black Diamond Municipal Code pertaining to Court Public Facing Hours

10) AB25-113 – Ordinance Regarding Comprehensive Plan

Director Williamson discussed this item with the Council and shared responses to some of the public comments that were heard tonight.

Councilmember Young motioned to table this item; second Councilmember Mulvihill. Passed 6-0.

At 9:26 p.m. Mayor Pro-Tem Deady announced a 5-minute recess.

At 9:31 p.m. the meeting was called back to order.

Councilmembers had a robust discussion about this item with Councilmember Young making a motion and then withdrawing it.

Council Action:

Councilmember Young **moved** and Councilmember Deady **seconded** to adopt Ordinance No. 25-1235 adopting the City of Black Diamond 2024-2044 Comprehensive Plan as attached, with the following amendments:

- (1) Page 62 shall be revised to add to the end of the section entitled “Master Planned Development (MPD) Overlay” the following addition text: “The MPD Overlay exists as shown on the map at the end of this Chapter. Once the current MPDs expire, the City Council may consider taking action to remove the MPD Overlay.”;
- (2) The Zoning Map shown in the Appendix will be revised to show the MPD Overlay combined with the underlying zones.
- (3) The level of service shown on page 138 will be corrected to show 2.0 officers per 1,000 residents.

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

PUBLIC HEARINGS:

7) AB25-110 – Public Hearing – 2026 Revenue Sources and possible increase in property tax and property tax ordinances

Finance Director Mason reported on this item

Mayor Pro Tem Deady opened the public hearing at 9:35 p.m., with no public testimony heard Mayor Pro Tem Deady closed the public hearing at 9:35 p.m.

UNFINISHED BUSINESS:

8) **AB25-111** – Ordinance Regarding Street Vacation

Director Williamson spoke on this item

Councilmember Mulvihill **moved** to adopt Ordinance No. 25-1233 granting Oakpointe's August 12, 2025, petition to vacate approximately 8,631 square feet of SE 320th Street and SE Botts Drive, in exchange for the construction and dedication of equivalent new right-of-way, all as shown in the petition and attachments A and B hereto, and subject to the conditions provided herein; **second** Councilmember Deady. Motion **passed** with all voting in favor (6-0).

NEW BUSINESS:

9) **AB25-112** – Ordinance Regarding 2025 Salary Schedule for Staffing in Community Development

City Administrator O'Neill reported on this item

Councilmember Mulvihill **moved** to adopt Ordinance No. 25-1234 amending Ordinance No. 24-1215 – 2025 Salary Schedule Exhibit A for calendar year 2025: **second** Councilmember Young. Motion **passed** with all voting in favor (6-0).

MAYOR'S REPORT: None

COUNCIL REPORTS:

Councilmember Nielsen thanked everyone involved in the Comp Plan and appreciated all the comments that have been made. She thinks they reached the correct decision that protects the city, while also ensuring that agreements made with the developer and maintained. She noted hearing some comments earlier this evening that were disrupting and appeared to marginalize people in our city. She stated that hate and intolerance are not accepted here. She also thanked all the Councilmembers for their hard work in getting this comp plan passed.

Councilmember Peterson is thrilled the comp plan was passed and is looking forward to the changes that will come, and she appreciates all the hard work, time and effort.

Councilmember Mulvihill – no report

Councilmember Young shared that this town was built on multiple people all over the world, many languages and that kind of attitude is not welcome in our city. He commented monies raised from the walk-a-thon at the school. He recognized the girl scouts that visited station 98 and thanked the fire department for opening their doors for this. He discussed Halloween coming up on the 31st and is looking forward to it. He noted there is still a burn ban in effect within the city. He closed with a poem by Wendel Barry.

Councilmember Kumar is impressed with the steps that were taken tonight and the decision we are making in Black Diamond are being done in a step wise process. She stated that she is proud to be sitting here and was thankful for the opportunity to do so.

Councilmember Deady agrees that everyone is welcome here and was disappointed by the public comments tonight. She reported attending the Black Diamond Community Center auction and shared that they exceeded the amount that was raised last year.

CITY ADMINISTRATOR REPORT:

City Administrator O'Neill stated that he had a conversation during the break with City Manager Philpot and she is appreciative of the steps Council took tonight. He also shared that the city has moved forward with the procurement of three properties, and the city has the keys to the property across the street. He mentioned that there will be items to discuss at future meetings of what the vision is for these properties

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Polly Armstrong, Black Diamond spoke to Council.

Mayor Sean Kelly, City of Maple Valley spoke to Council.

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 9:52 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: Ordinance amending Chapter 2.58 – Business Licenses to reflect Washington State legislative mandates to increase revenue thresholds for out-of-city businesses	Agenda Date: November 6, 2025 AB25-117	
	Mayor Carol Benson	
	City Administrator Kevin O'Neill	
	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	
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note): Fund Source: Timeline:	Court – Judge Swain/Tawnya Parks	
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Proposed Ordinance Amending Chapter 2.58		
SUMMARY STATEMENT: New Business License Model ordinance updates require changes to city ordinances to increase the minimum business license thresholds for out-of-city businesses that conduct business within cities. The Department of Revenue increased the thresholds for all out-of-city businesses to obtain a business license within the city from the current \$2,000 threshold to a higher \$4,000 threshold. What this means to the City of Black Diamond: Businesses located outside of Black Diamond city limits that come into Black Diamond to do business but make less than \$4,000 in revenue in Black Diamond are not required to pay for a city business license endorsement. Under the model ordinance statute, cities must adopt the change with the same effective date. The changes to the model license are set to take effect on January 1, 2026. FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 25-1236, relating to amending Chapter 2.58 to reflect Washington State Legislative mandates regarding business licenses to increase revenue thresholds for out-of-city businesses; providing for severability; and establishing as effective date.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 6, 2025		

ORDINANCE NO. 25-1236

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, RELATING TO AMENDING CHAPTER 2.58 TO REFLECT WASHINGTON STATE LEGISLATIVE MANDATES REGARDING BUSINESS LICENSES TO INCREASE REVENUE THRESHOLDS FOR OUT-OF-CITY BUSINESSES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

Whereas, Washington State has adopted new business license model ordinance updates which requires each city to amend their business license code to increase business license thresholds for out-of-city businesses that conduct commerce within cities; and

Whereas, the changes to the model license will take effect on January 1, 2026; There will be a one-time increase to a higher threshold to \$4,000 for out-of-city businesses. and

Whereas, combined with an automatic periodic increase four years later based on cumulative inflation. The rate of inflation would be calculated as zero in any year in which inflation was negative and capped at 5% per year or 20% over four years if inflation exceeded those amounts.

Whereas, the rates of inflation would be calculated using the Consumer Price Index-U (CPI-U) Western for June of each year compared to the previous year for the previous four years.

Whereas, cities would retain the local option of requiring a no-fee registration for out-of-city businesses below the threshold and the local option of imposing a higher threshold than the model minimum threshold.

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

Section 1. Amendment to BDMC 2.58.010.B. Section 2.58.010.B of the Black Diamond Municipal Code is hereby amended to read as follows:

2.58.010 Business license required.

- A. Businesses Located in the City Limits. It is unlawful for any person to conduct, operate, practice, or engage in any business with premises located in whole or in part within the City of Black Diamond without having first registered with and obtained a city business license from the State of Washington Department of

Revenue. If more than one business is conducted on a single premises, a separate registration and license shall be required for each separate business conducted, operated, engaged in or practiced. If a business is conducted from more than one premises in the city, a separate registration and license shall be required for each premises within the city.

- B. Business Located Outside the City Limits. Unless exempted in this chapter, it is unlawful for any person to conduct, operate, practice, or engage in any business in the City of Black Diamond without first having registered with and obtained a city business license from the State of Washington Department of Revenue.

Section 2. Amendment to BDMC 2.58.025.A. Section 2.58.025.A of the Black Diamond Municipal Code is hereby amended to read as follows:

2.58.025 Exemptions.

To the extent set forth in this section, the following persons and businesses are exempt from either the registration, license and/or license fee requirements as outlined in this chapter:

- A. Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than ~~two thousand dollars~~ \$4,000 and who does not maintain a place of business within the city is exempt from the general business license requirements in this chapter. The exemption does not apply to regulatory license requirements or activities that require a specialized permit.

Beginning January 1, 2026, the threshold amount is \$4,000. The threshold amount will be adjusted every forty-eight months on January 1, by an amount equal to the increase in the Consumer Price Index ("CPI") for "West Urban, All Urban Consumers" (CPI-U) for each 12month period ending on June 30 as published by the United States Department of Labor Bureau of Labor Statistics or successor agency. To calculate this adjustment, the current rate will be multiplied by one plus the cumulative four-year (forty-eight month) CPI increase Exhibit A Page 2 of 4 using each 12-month period ending on June 30 of each prior year, and rounded to the nearest \$100. However, if any of the annual CPI increases are more than five (5) percent, a five (5) percent increase will be used in computing the annual basis and if any of the annual CPI decreased during the forty-eight-month period, a zero (0) percent increase will be used in computing the annual basis;

- B. Minors engaged in babysitting, delivery of newspapers, lawn mowing, car washing, and similar activities;
- C. Any instrumentality of the United States, State of Washington, or any political subdivision thereof, with respect to the exercise of governmental functions;

- D. All special event organizers or vendors operating at any authorized special event so long as each vendor is registered with the event coordinator and has a valid state business license;
- E. Nonprofit organizations, including but not limited to religious, civic, charitable, benevolent, nonprofit, and cultural or youth organizations are required to obtain a city business license but are exempt from paying the city's licensing fees;
- F. Any farmer, gardener, or other person who sells, delivers or peddles any fruits, vegetables, berries or any farm produce or edibles raised, gathered, or produced by such person within the state;
- G. Any individual in possession of a valid direct retail endorsement, as established in RCW 77.65.510, to sell, deliver, or peddle any legally harvested retail-eligible species, that is caught, harvested, or collected under rule of the department of fish and wildlife by such a person at a "temporary food service establishment", as that term is defined in RCW 69.06.045;
- H. Businesses subject to the city's utility tax as set forth in Chapter 5.08 BDMC; and
- I. Businesses exempt from local business licensing requirements under state or federal law.

Section 3. Severability. If any section, paragraph, sentence, clause, or phrase of this Ordinance is found to be unconstitutional, unlawful, or otherwise invalid by a court of competent jurisdiction, whether on its face or as applied to particular persons or circumstances, such invalidity shall not affect the validity of any other paragraph, section, sentence, clause, or phrase, or restrict its application to other persons or circumstances.

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

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THE 6TH DAY OF NOVEMBER, 2025.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

Approved as to form:

David Linehan, City Attorney

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

Chapter 2.58 BUSINESS LICENSES¹

Sections:

2.58.010 Business license required.

- A. Businesses Located in the City Limits. It is unlawful for any person to conduct, operate, practice, or engage in any business with premises located in whole or in part within the City of Black Diamond without having first registered with and obtained a city business license from the State of Washington Department of Revenue. If more than one business is conducted on a single premises, a separate registration and license shall be required for each separate business conducted, operated, engaged in or practiced. If a business is conducted from more than one premises in the city, a separate registration and license shall be required for each premises within the city.
- B. Business Located Outside the City Limits. [Unless exempted in this chapter,](#) ~~it~~ is unlawful for any person to conduct, operate, practice, or engage in any business in the City of Black Diamond without first having registered with and obtained a city business license from the State of Washington Department of Revenue.

(Ord. No. 1111, § 1(Exh. A), 12-6-2018)

2.58.020 Definitions.

For purposes of this chapter, the following terms, phrases and words have the meanings specified in this section. Words used in the singular include the plural, and words used in the plural include the singular. Words used in the masculine gender include the feminine, and words used in the feminine gender include the masculine:

"Business" means all activities, occupations, pursuits or professions located and/or engaged in within the city, with the object of gain, benefit or advantage to the person engaging in the same, or to any other person or class, directly or indirectly. Each business location shall be deemed a separate business. It also includes, but is not limited to, general contractors, subcontractors, home occupations, rentals, mobile home parks and businesses temporarily conducted within the city, including but not limited to traveling salespersons.

"Business licensing service" means the Washington State Department of Revenue Business Licensing Service.

"City" means the City of Black Diamond.

"Clerk" means, for the purposes of this chapter, such city employees or agents as the mayor shall designate to administer this chapter, or any designee thereof.

"Employee" means anyone employed by a person engaged in business within the city regardless of the amount of wage paid or the number of hours worked. It shall include the owner or owners of the business if they perform any work within the city.

"Engaging in business" means:

¹Editor's note(s)—Ord. No. 1111, § 1(Exh. A), adopted December 6, 2018, repealed the former Chapter 2.58, §§ 2.58.010—2.58.120, and enacted a new Chapter 2.58 as set out herein. The former Chapter 2.58 pertained to similar subject matter and derived from Ord. No. 964, adopted August 18, 2011 and Ord. No. 1000, adopted April 18, 2013.

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1. The term "engaging in business" means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business;
 2. This section sets forth examples of activities that constitute engaging in business in the city and establishes safe harbors for certain activities so that a person who meets the criteria may engage in de minimis business activities in the city without having to pay a business license fee. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business" in subsection 1 of this definition. If an activity is not listed, whether it constitutes engaging in business in the city shall be determined by considering all the facts and circumstances and applicable laws;
 3. Without being all inclusive, any one of the following activities conducted within the city by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf, constitutes engaging in business and requires a person to register and obtain a business license under this chapter:
 - a. Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the city for purposes of trade or commerce, or in furtherance of a for-profit commercial enterprise;
 - b. Owning, renting, leasing, using, or maintaining, an office, place of business, or other for-profit establishment in the city;
 - c. Soliciting sales;
 - d. Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance;
 - e. Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf;
 - f. Installing, constructing, or supervising installation or construction of, real or tangible personal property;
 - g. Soliciting, negotiating, or approving franchise, license, or other similar agreements;
 - h. Collecting current or delinquent accounts;
 - i. Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials;
 - j. Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property;
 - k. Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, and veterinarians;
 - l. Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings;

-
- m. Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the city, acting on its behalf, or for customers or potential customers;
 - n. Investigating, resolving, or otherwise assisting in resolving customer complaints;
 - o. In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place; and
 - p. Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf;
4. If a person, or its employee, agent, representative, independent contractor, broker or another, acting on the person's behalf, engages in no other activities in or with the city but the following, it need not register and obtain a business license under this chapter, and shall not meet the definition of "engaging in business" defined above:
- a. Meeting with suppliers of goods and services as a customer;
 - b. Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions;
 - c. Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any member of a board of directors or attendee engaging in business, such as a member of a board of directors who attends the board meeting;
 - d. Renting tangible or intangible property as a customer when the property is not used in the city;
 - e. Attending, but not participating in, a "trade show" or "multiple vendor events." Persons participating at a trade show shall review the city's trade show or multiple vendor event ordinances;
 - f. Conducting advertising through the mail; and
 - g. Soliciting sales by phone from a location outside the city;
5. A seller located outside the city merely delivering goods into the city by means of common carrier is not required to register and obtain a business license under this chapter, provided that it engages in no other business activities in the city. Such activities do not include those in subsection 4 of this definition; and
6. The city expressly intends that "engaging in business" includes any activity sufficient to establish nexus for purposes of applying the tax under the law and the constitutions of the United States and the state of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus-generating contact or subsequent contacts.

"License" means and includes the word permit.

"Licensee" means the holder of any license issued in accordance with the provisions of this chapter.

"Person" means any individual, partnership, firm, company, society, association, club or other group or organization acting by themselves or by a servant, agent or employee.

"Premises" means all lands, structures and places, and also any personal property which is either fixed to or is otherwise used in connection with any such business conducted on such premises.

"Year" means a calendar year.

(Ord. No. 1111, § 1(Exh. A), 12-6-2018)

2.58.025 Exemptions.

To the extent set forth in this section, the following persons and businesses are exempt from either the registration, license and/or license fee requirements as outlined in this chapter:

- A. Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than ~~two thousand dollars~~ \$4,000 and who does not maintain a place of business within the city is exempt from the general business license requirements in this chapter. The exemption does not apply to regulatory license requirements or activities that require a specialized permit.

Beginning January 1, 2026, the threshold amount is \$4,000. The threshold amount will be adjusted every forty-eight months on January 1, by an amount equal to the increase in the Consumer Price Index ("CPI") for "West Urban, All Urban Consumers" (CPI-U) for each 12month period ending on June 30 as published by the United States Department of Labor Bureau of Labor Statistics or successor agency. To calculate this adjustment, the current rate will be multiplied by one plus the cumulative four-year (forty-eight month) CPI increase Exhibit A Page 2 of 4 using each 12-month period ending on June 30 of each prior year, and rounded to the nearest \$100. However, if any of the annual CPI increases are more than five (5) percent, a f ive (5) percent increase will be used in computing the annual basis and if any of the annual CPI decreased during the forty-eight-month period, a zero (0) percent increase will be used in computing the annual basis;
- B. Minors engaged in babysitting, delivery of newspapers, lawn mowing, car washing, and similar activities;
- C. Any instrumentality of the United States, State of Washington, or any political subdivision thereof, with respect to the exercise of governmental functions;
- D. All special event organizers or vendors operating at any authorized special event so long as each vendor is registered with the event coordinator and has a valid state business license;
- E. Nonprofit organizations, including but not limited to religious, civic, charitable, benevolent, nonprofit, and cultural or youth organizations are required to obtain a city business license but are exempt from paying the city's licensing fees;
- F. Any farmer, gardener, or other person who sells, delivers or peddles any fruits, vegetables, berries or any farm produce or edibles raised, gathered, or produced by such person within the state;
- G. Any individual in possession of a valid direct retail endorsement, as established in RCW 77.65.510, to sell, deliver, or peddle any legally harvested retail-eligible species, that is caught, harvested, or collected under rule of the department of fish and wildlife by such a person at a "temporary food service establishment", as that term is defined in RCW 69.06.045;
- H. Businesses subject to the city's utility tax as set forth in Chapter 5.08 BDMC; and
- I. Businesses exempt from local business licensing requirements under state or federal law.

(Ord. No. 1111, § 1(Exh. A), 12-6-2018)

2.58.030 Eligibility for license.

- A. No person shall be eligible for a city business license, and no business license shall be issued or renewed, if any of the following conditions apply:

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1. The applicant is under the age of eighteen;
 2. The type of business to be conducted under the license is prohibited by zoning or other regulations from being conducted at the location indicated on the license application;
 3. The applicant knowingly provided false or materially misleading information on the business license application or during the application process;
 4. The applicant is not eligible under any other statute, law, ordinance, or regulation to be licensed to conduct the type of business for which the city license would be issued;
 5. At the time of making the application, the applicant's eligibility for the type of license sought is revoked or suspended pursuant to this chapter;
 6. The applicant, or a business within the city which is owned in whole or part by the applicant, owes to the city any unpaid license fees and/or unpaid fines imposed for violations of this chapter;
 7. The business activities, or proposed business activities, to be licensed violate or are not in compliance with state, federal or local laws;
 8. The business activities, or proposed business activities, to be licensed are injurious to the public health or safety; or
 9. The business activities, or proposed business activities, to be licensed constitute a public nuisance.

(Ord. No. 1111, § 1(Exh. A), 12-6-2018)

2.58.040 Application procedure—Issuance—Term of license—Renewal—Replacement.

A. Application.

1. Every person required to obtain a license under the provisions of this chapter shall submit an application for such license to the business licensing service. The applicant is required to provide all information requested on said business licensing form, and failure to do so shall be grounds for refusing to issue the business license. Applications for business licenses shall be processed as Type 1 actions pursuant to BDMC 18.08.040.
2. If an applicant is a partnership, the application must be made by one of the partners; if a corporation, by one of the officers thereof; and if a foreign corporation, partnership or nonresident individual, by the resident agent or local manager of the corporation, partnership or individual.

B. Issuance.

1. The city's director of community development, upon receipt of a complete application from the business licensing service, including required fees, shall cause an investigation and review of the application to be made by the proper city officials, and shall either issue or refuse to issue the license within thirty days of the date of filing the application.
2. If an application is refused, the reason for refusal shall be set forth in writing to the applicant. The applicant may appeal such refusal consistent with BDMC 2.58.100.
3. No license issued under this chapter is transferable or assignable except as provided in BDMC 2.58.080(B).

C. Term of License. A business license required to be obtained pursuant to this chapter shall be issued or renewed for a twelve-month period commencing as of the date of application filing and shall expire on the last date of the twelfth month thereafter.

D. Renewal. Renewals shall be handled by the business licensing service in coordination with the city. Renewal shall require payment of all license fees due for that renewal. Upon payment of all applicable fees or charges and verification by the applicant that the information on the renewal license is correct, the business license shall be renewed for the new twelve-month period, subject to the following conditions:

1. Failure to renew a license on or before the expiration date established by the business licensing service may result in the charge of a delinquent renewal penalty as authorized in RCW 19.02.085;
2. Failure to renew a license on or before the one hundred twenty days after the expiration date established by the business licensing service may result in cancellation of the license and may require the filing of a new application, payment of all appropriate fees, and reapproval by the city in order to continue conducting business in the city; and
3. A license shall not be renewed if, at the time of submitting the application, the license sought to be renewed is revoked or suspended pursuant to this chapter.

(Ord. No. 1111, § 1(Exh. A), 12-6-2018)

2.58.050 License fees.

Application and renewal fees for a city business license shall be based on the current fee schedule adopted by the city. The renewal fee may be prorated to accommodate the license term established under BDMC 2.58.040. The city's license fees are in addition to any other license or handling fee collected by the business licensing service. The license fees established by this section do not apply to the exempt persons or entities in BDMC 2.58.025.

(Ord. No. 1111, § 1(Exh. A), 12-6-2018)

2.58.060 Separate license required for each business location—Display of license.

- A. Unless otherwise specifically provided herein, no license issued under this chapter shall entitle the license holder to maintain or conduct the business for which the license was issued at any other place or location than that stated in such license. If the place of business is changed from one location to another, the licensee shall return the license to the clerk, and a new license shall be issued for the new place of business, for a fee pursuant to the adopted fee schedule.
- B. A separate license is required for each branch establishment or location in the city where business is conducted or engaged in, as if such branch establishment or location were a separate business; provided, no separate license fee shall be imposed to obtain the license for such branch establishment or location.
- C. A person engaging in two or more businesses at the same location shall be required to obtain separate licenses for each business.
- D. All licenses issued pursuant to this chapter shall at all times be posted in a conspicuous place at the location of the business; provided, when the licensee has no established place of business and goes from place to place, then such license must be carried on the person of such licensee while actually engaged in the licensed business.

(Ord. No. 1111, § 1(Exh. A), 12-6-2018)

2.58.070 Home occupation business.

A business owner intending to conduct business from a residence located within the city must sign an acknowledgement of compliance with the home occupation standards set forth in BDMC Chapter 18.54. The acknowledgement must be filed directly with the city on a form provided by the city, separate from the Washington State Business License Application submitted to the business license service, and must be received by the city before the business license application can be approved.

(Ord. No. 1111, § 1(Exh. A), 12-6-2018)

2.58.080 Change in ownership or death of licensee.

- A. Change in Ownership. Upon sale or transfer of any business licensed by this chapter, the license issued to the prior owner or transferor shall automatically expire on the date of such sale or transfer and the new owner intending to continue such business in the city shall apply for a new business license pursuant to the procedures established by this chapter.
- B. Death of Licensee. Should a license holder become deceased before expiration of the license, his or her duly appointed administrator or executor may continue to engage in business under the existing license until the license expires.

(Ord. No. 1111, § 1(Exh. A), 12-6-2018)

2.58.090 Enforcement.

- A. It is unlawful for any person, either directly or indirectly, to conduct any business for which a license is required without a license being first procured and kept in effect at all such times as required by this chapter.
- B. The director of community development, or his or her designee, shall have the power and authority to suspend or revoke any license issued under the provisions of this chapter. Notice of such revocation or suspension shall be in writing and shall inform the licensee of the grounds for said suspension or revocation, the length of the suspension or revocation, and the date such suspension or revocation shall begin and end. The notice shall also inform the licensee of the right to appeal, the deadline for filing such an appeal, and that failure to file a timely appeal shall waive all appeal rights. Notice shall be served upon the licensee by one of the methods described in BDMC 2.58.110. Unless an appeal is timely filed as provided in BDMC 2.58.100, the suspension or revocation of a business license shall take effect on the eleventh day after receipt of a notice of suspension or revocation, provided that a refusal to issue a license is effective immediately.

(Ord. No. 1111, § 1(Exh. A), 12-6-2018)

2.58.100 Grounds for revocation, suspension or denial.

- A. In accordance with BDMC 2.58.090(B), the director of community development may revoke, suspend, or deny any business license issued under the provisions of this chapter on any one or more of the following grounds:
 - 1. The license was procured by fraud or by false representation of fact;
 - 2. The licensee has violated or failed to comply with any of the provisions of this chapter;

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3. Applicant or licensee makes a misrepresentation or fails to disclose a material fact to the city related to any of the obligations set forth in this chapter; or
 4. The licensee, or licensee's employees or agents, have engaged in, have permitted or have acquiesced in unlawful drug activity on the business premises. For purposes of this section, the term "permitted" shall mean, in addition to its ordinary meaning, that licensee has actual or constructive knowledge of the circumstances which would foreseeably lead to the unlawful drug activity.

"Unlawful drug activity" means, manufacturing, delivering, selling, storing, or giving away any controlled substance, as defined in the Washington Uniform Controlled Substances Act (RCW CH. 69.50) or the Federal Controlled Substances Act (21 U.S.C. § 801 et seq.), in violation of state, federal or local law.

5. The licensee's continued conduct of the business for which the license was issued will result in a substantial threat to the public health, safety or welfare by reason of any of the following:
 - a. The licensee, his employees or agents acting within the scope of their employment have been convicted of a crime which bears a direct relationship to the conduct of the business for which the license has been issued;
 - b. The licensee, or his agents or employees while acting within the scope of their employment, have, in the conduct of the business for which the license has been issued, violated a law or ordinance relating to the public health, welfare or safety after receiving warning from the city;
 - c. The conduct of the business for which the license was issued has resulted in the creation of a public nuisance, as defined by the Black Diamond Municipal Code or by state law;
 - d. Is in violation of a zoning regulation of the city; or
 - e. Is indebted or obligated to the city for past due fees or taxes, excluding special assessments such as local improvement district assessments.

(Ord. No. 1111, § 1(Exh. A), 12-6-2018)

2.58.110 Appeal of suspension, revocation or denial.

A. Request for Appeal—Scheduling of Hearing.

1. A licensee wishing to appeal a notice of suspension, revocation, or denial must file a written request to appeal along with an appeal filing fee with the community development department. Such requests must be received by the city or be postmarked no later than fourteen days after the date the notice of suspension or revocation was mailed to the licensee. Telephone, facsimile, or email requests shall not satisfy the requirements of this section. Failure to follow the appeal procedures in this section shall preclude the licensee's right to appeal. In addition to the appeal fee, the appellant shall be responsible for hearing examiner costs associated with the appeal. The request to appeal must be in writing, include the required appeal fee, and must contain the following:
 - a. The name and address of the appellant;
 - b. A statement identifying the determination of the clerk from which the appeal is taken;
 - c. A statement setting forth the grounds upon which the appeal is taken and identifying specific errors the clerk is alleged to have made in making the determination; and
 - d. A statement identifying the requested relief from the determination being appealed.
2. The director of community development shall set a date for a hearing before the city hearing examiner, which date shall be at least fourteen but not more than thirty days from the date the appeal is filed, provided, the hearing date may be rescheduled and additional time allowed upon request of a party or

the hearing examiner for good cause shown or upon mutual agreement of the licensee and the city. At least ten days before said hearing, the city clerk shall cause licensee to be served with notice of the hearing as provided in BDMC 2.58.120. The notice shall set forth the date, time and place of the hearing.

- B. Failure to Appear—Default Judgment. Failure of licensee to appear for the scheduled hearing after notice of the hearing has been served upon licensee in the manner provided for in this chapter shall result in a default judgment being entered by hearing examiner in favor of the city, affirming the original suspension or revocation action taken by the clerk and declaring the license revoked or suspended. All costs of the hearing not previously collected shall be assessed by hearing examiner against licensee as part of the default decision.
- C. Hearing Procedure—Decision.
 - 1. Except as specifically supplemented by this chapter, the hearing shall be conducted according to Chapter 2.30 of the Black Diamond Municipal Code.
 - 2. Within ten days of the conclusion of the hearing, the hearing examiner shall enter written findings of fact and conclusions of law and shall affirm, modify or reverse the suspension, revocation, or denial of the license. The decision of the hearing examiner may impose any reasonable terms as a requirement for continuance of the license. A copy of the hearing examiner's decision shall be mailed to the clerk and the appellant.
- D. License in Effect Pending Hearing Decision. When a suspension or revocation has been properly appealed, the license shall remain in effect pending the hearing examiner's decision. Any interest and/or penalties, however, shall continue to accrue on all unpaid amounts, notwithstanding the fact that an appeal has been filed.
- E. Burden of Proof. The appellant shall have the burden of proving by a preponderance of the evidence that the determination of the clerk is erroneous.
- F. A writ of review regarding the decision of the hearing examiner may be sought from King County superior court by the appellant or by the city. A proper request for a writ of review must be filed with the superior court within twenty calendar days following the date that the decision of the hearing examiner was mailed to the parties. Review by the superior court shall be on, and shall be limited to, the record on appeal created before the hearing examiner. Filing with the court does not automatically stay the effect of the city's decision.
- G. License must be surrendered upon decision to suspend or revoke. If the hearing examiner's decision is to suspend or revoke the license, the licensee shall immediately surrender the license to the clerk on the next business day following receipt of the notice of the hearing examiner's or within five days of the date the decision is mailed to the appellant, whichever occurs first.
- H. The licensee will be required to pay any costs related to the preparation for and the conducting of a public hearing. Any public hearing fee due, but unpaid within sixty days from the close of hearing, may be assigned to a collection agency as allowed by law.

(Ord. No. 1111, § 1(Exh. A), 12-6-2018)

2.58.120 Service of notice.

Any notices required by this chapter shall be served upon a party by personal service or sent by both regular first class mail and certified mail, return receipt requested, to the address of the licensee or applicant as shown on the last business license, or if no such license or address is available, as shown in the other records of the city, or if no such address is shown, to such address as the clerk is able to ascertain by reasonable effort, or by posting at the

location of the business if service by registered mail and two attempts at personal service have failed. Upon a showing by the city that notice has been attempted as provided for in this section, failure of the licensee or applicant to receive such notice shall not release the licensee or applicant from any fees or penalties that result, nor shall such failure extend any time limit set by the provisions of this chapter.

(Ord. No. 1111, § 1(Exh. A), 12-6-2018)

2.58.130 Violations—Penalties.

- A. Any person who operates a business in the City of Black Diamond without a valid business license shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine in any sum not exceeding one thousand dollars or by imprisonment in jail for a period not exceeding ninety days, or both such fine and imprisonment.
- B. Civil Penalties. Any person who fails to comply with the provisions of this chapter is, in addition to any criminal penalties, subject to a maximum civil penalty of two hundred fifty dollars for each day or portion of the day that the violation continues.
- C. Other Legal Remedies. Nothing in this chapter limits the right of the city to pursue other lawful, criminal, civil or equitable remedies to abate, discontinue, correct or discourage unlawful acts under or in violation of this chapter.

(Ord. No. 1111, § 1(Exh. A), 12-6-2018)

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Authorizing purchase of email archiver renewal / upgrade	Agenda Date: November 6, 2025	
	AB25-118	
	Mayor Carol Benson	
	City Administrator Kevin O'Neill	
	City Attorney David A. Linehan	
	City Clerk – Brenda L. Martinez	
	Community Dev – Andy Williamson	
	Finance – Xavier Mason	
	MDRT & Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note):	Police – Chief Kiblinger	
Fund Source: --Various	Public Works – Scott Hanis	
Timeline: ASAP	Court – Judge Swain/Tawnya Parks	
	IS – Rob Reed	X
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Quote		
SUMMARY STATEMENT: Obtain City Council approval for the purchase of a new Barracuda Email message Archiver 350. The email archiver currently being used by the City has been in service for 8 years and is at the end of its useful life. Additionally, the system is at 98% capacity and is expiring at the end of November. This purchase will double the storage space and continue operation for years to come. Attached to this agenda bill is the vendor quote of \$8,750 which includes the annual free for the first year. FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 25-1705, authorizing the purchase of a new Barracuda Email Message Archiver 350.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
Nov 6, 2025		

RESOLUTION NO. 25-1705

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE PURCHASE OF
A NEW MAIL ARCHIVER FROM VENDOR DCW.**

WHEREAS, the City is in need of a new email archiver as ours is expiring at the end of November; and

WHEREAS, the proposed new email archiver will double the storage space and continue operation for years to come; and

WHEREAS, the City received a quote from Data Center Warehouse (DCW) and believes the quote to be fair and reasonable; and

WHEREAS, staff is recommending this purchase;

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

Section 1. The City Council authorizes the purchase of a new Barracuda 350 Message Archiver from Data Center Warehouse in the amount not to exceed \$8,733.40.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF
NOVEMBER, 2025.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



DATA CENTER WAREHOUSE

23041 Avenida De La Carlota, Suite 325
Laguna Hills, CA 92653
Phone: 732-243-8785

Barracuda Message Archiver 350

Number: **Q-143211**

Date: **10/29/2025**

Bill To:
Rob Reed
City of Black Diamond Ref: 105221-000
24301 Roberts Dr WA
Black Diamond, WA 98010
Phone: (253)258-1844
Email: rreed@blackdiamondwa.gov

Ship To:
Rob Reed
City of Black Diamond
24301 Roberts Dr WA
Black Diamond, WA 98010
Phone: (253)258-1844
Email: rreed@blackdiamondwa.gov

Item #	Mfr. Part	Description	Price	Qty.	Extended
1	BMA350A	Barracuda 350 Message Archiver - 1 x 10/100Base-TX Mfr: BARRACUDA NETWORKS, INC	\$ 5,217.00	1	\$ 5,217.00
2	BMA350A-E	Barracuda Message Archiver Appliance 350 Energize Updates Subscription 12 Month Mfr: BARRACUDA NETWORKS, INC	\$ 1,565.00	1	\$ 1,565.00
3	BMA350A-H	Barracuda Message Archiver Appliance 350 Instant Replacement Subscription 12 Month Mfr: BARRACUDA NETWORKS, INC	\$ 1,245.00	1	\$ 1,245.00
3 item(s)			Sub-Total		\$ 8,027.00
			Freight		\$ 0.00
			Tax		\$ 706.40
			Total		\$ 8,733.40

Quote Valid Until: 11/28/2025

Payment Details

Pay by: Company PO
Payment Term 30 days

Terms and Conditions

This quote is based on current duty and tax rates. Any increases in duties, tariffs, or related government-imposed fees after this quote but before the order date shall be the sole responsibility of customer.

Please visit <http://datacenterwarehouse.com/terms-and-conditions/> for terms and conditions.

Shipping and Delivery Details

Shipping via: FEDEX Ground

Prepared by: **Alex Melore**

Email: Alex.Melore@4dcw.com

Phone: **732-243-8785**

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: November 6, 2025	AB25-119
Core server hard drive storage capacity upgrade.	Mayor Carol Benson	
	City Administrator Kevin O'Neill	
	City Attorney David A. Linehan	
	City Clerk – Brenda L. Martinez	
	Community Dev – Andy Williamson	
	Finance – Xavier Mason	
	MDRT & Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Scott Hanis	
Fund Source: --Various	Court – Judge Swain/Tawnya Parks	
Timeline:	IS – Rob Reed	X
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Quotes		
SUMMARY STATEMENT: This bill is to obtain council approval for the purchase of two items that are required together. First is the purchase of ten new hard drives for our server cluster that hosts most of the city's infrastructure. This is estimated to be enough for the rest of this hardware's useful life. We will be looking at replacement options in the next 3-5 years. These will be purchased off the internet with the vendor Hard Drives Direct. We purchased our current ones from there before and are the best price. The second part that is needed is to upgrade our Starwinds VSAN license to the next tier to use the space gained by the new Hard Drives. This is a must to add any additional storage to our cluster. The finance director has approved this expense. 10 Hard Drives in bulk = \$8,700 plus tax 1 License upgrade = Approx. \$8, 000 TOTAL: \$16,700 plus TAX NOTE: At some point in the future, we may need to also upgrade our memory for the same reasons at approx. \$8k FISCAL NOTE (Finance Department):		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		

RECOMMENDED ACTION: MOTION to adopt Resolution No. 25-1706, authorizing the purchase of 10 hard drives from Hard Drives Direct and one license upgrade for capacity increase for our primary infrastructure.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 6, 2025		

RESOLUTION NO. 25-1706

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE PURCHASE OF 10 HARD DRIVES
FROM HARD DRIVES DIRECT AND ONE LICENSE
UPGRADE FOR OUR STARWINDS VSAN LICENSE**

WHEREAS, the City is in need of a core server hard drive storage capacity upgrade; and

WHEREAS, the City is also in need of upgrading one license for our Starwinds VSAN license; and

WHEREAS, the City received a quotes from Hard Drives Direct and StarWind Software Inc. and believes them to be fair and reasonable; and

WHEREAS, staff is recommending these purchases;

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

Section 1. The City Council hereby authorizes the purchase of 10 hard drives from Hard Drives Direct and one StarWind VSAN license updrade for this infrastructure capacity upgrade.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF
NOVEMBER, 2025.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

Company Address 100 Cummings Center, Suite 207-P
Beverly, MA 01915
United States

Quote Number 00015241
Created Date 7/16/2025
Expiration Date 8/31/2025

Prepared By Yuriy Rash
Phone +1 (617) 682-9583
Email yuriy.rash@starwind.com

Bill To Name COBD

Product	Product Code	Quantity	List Price	Discount (Percentage)	Total Price	Tax
One-Year Premium ASM for StarWind Virtual SAN Enterprise Edition for 1 node	EE-1N-VSAN-PSM-21	2.00	USD 2,000.00	50.00%	USD 2,000.00	Sales Tax Not Included
Upgrade from StarWind VSAN Professional Edition to StarWind Virtual SAN Enterprise Edition (1-node)	SVSPEE-MU	2.00	USD 2,500.00		USD 5,000.00	Sales Tax Not Included

Grand Total USD 7,000.00

Search by HP Server

HP QuickSpecs

Search by Part Number

Advanced Search

Solid State Drives | NVMe | SAS/SATA HDD | U320 | Memory | Controllers | Processors | Power Supplies | Networking

Country



Manufacturer

HP Enterprise™

System

Proliant™
StorageWorks™
Apollo™

Server Options

HPE Proliant
HPE StorageWorks
HPE Apollo
Dell PowerEdge
Dell PowerVault
Dell EqualLogic
EMC CX VNX
IBM SystemX
HP ProCurve

Categories

Solid State Drives
SAS/SATA Drives
NVMe Drives
U320 Drives
Fibre Drives
Memory
Controllers
Power Supply
Processors
Networking
Tape Drives
Misc

Manufacturer

HP
Dell
IBM
Seagate
EMC
EqualLogic
Fujitsu
Hitachi

Server Options

Proliant BL
Proliant DL

P49052-B21 HP G10+ 11 3.2-TB 2.5 SAS 12G MU SC SSD
10 Pack \$8,695.95 [\$869.60 ea]

Manufacturer

P49052-B21 HP G10+ 11 3.2-TB 2.5 SAS 12G MU SC SSD

Product ID: 727758

This SKU is a **10 Pack**
[Single SKU and more Multipacks here]

1



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Free Shipping

[More products like this]



Multipacks

[Drive tray attached] [Genuine HP]

P49052-B21 HP G10+ 11 3.2-TB 2.5 SAS 12G MU SC
SSD

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This Page

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Image

P49052-B21 SAS SC SSD Solid State Drive

Part#: **P49052-B21 10 Pack**

Quantity: **154 In stock**

Warranty: **1 Year**

Usually Ships: **Same Day**

Condition: **New**

Price: **\$8,695.95** [\$869.60 ea]

P49052-B21 1 Year Warranty

1 Year Warranty

1 Year Warranty \$0.00

Genuine HP P49052-B21

Description:

10 x HP 3.2TB 2.5-inch SFF Serial Attached SCSI (SAS)
12Gb/s Smart Carrier (SC) Solid State Drive (SSD)
Multi Vendor (MV) Mixed-Use (MU)
In G10+ G11 (G10-Plus Gen10-Plus Gen11)
HP Hot-Plug **SmartDrive Carrier (SC)** (as pictured)
Genuine HP Serial number and SSD Firmware
Genuine HP Certified Mission Critical Solid State Drive (SSD)

Part Number(s)

Option Part# P49052-B21
SmartBuy Part# P49052-S21
Spare Part# P49748-001

Overview:

Do you need more performance from your HP Proliant Server series platforms? HP Enterprise Solid State Drives (SSDs) deliver exceptional performance and endurance while reducing power consumption for customers with applications requiring high random read and write IOPs performance. You can prevent data loss and monitor the SSD life with HP SmartSSD Wear Gauge compatibility in management tools.

These drives deliver higher performance - better latency and more power-efficient solutions when compared with traditional rotating media (HDDs). Plus they fit seamlessly into the existing HP server infrastructure.

Specifications:

Category	Proliant HardDrive
Sub-Category	Solid State Drive
Generation	SAS SC SSD
Part Number	P49052-B21
Best Use:	Mixed-Use
Manufacturer:	Hewlett Packard
Products ID	727758
Type	Solid State Drive
Capacity	3.2TB
Interface Type	Serial Attached SCSI
Drive Interface Standard	12Gb/s SAS

[Replacement Instructions]

Part# P49052-B21 SAS SC SSD Solid State Drive



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Dell PowerEdge
Dell PowerVault
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IBM SystemX

Tracking

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CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution Approving a Contract Extension with Madrona Law Group, PLLC, for City Attorney Legal Services	Agenda Date: November 6, 2025 AB25-120	
	Mayor Carol Benson	X
	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):	Court – Judge Swain/Tawnya Parks	
Fund Source: Various Funds, per budget		
Timeline:		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution and Addendum No. 3 to City Attorney Contract with Madrona Law Group, PLLC; Current Madrona Contract		
SUMMARY STATEMENT: On November 25, 2019, David Linehan of Madrona Law Group, PLLC, was re-appointed by Mayor Benson to be the City Attorney, pursuant to BDMC 2.14.020. On December 5, 2019, the City Council confirmed the re-appointment of Mr. Linehan as the City Attorney and approved a two-year contract with Madrona Law Group for City Attorney services, pursuant to BDMC 2.14.030. In November 2021, the Madrona Law Group contract was extended for an additional two years, through December 9, 2023, by Resolution No. 21-1449. A second extension of the Madrona Law Group contract for an additional two years was approved by the Council in November 2023, via Resolution No. 23-1578. That extension expires December 9, 2025. Accordingly, a third addendum to extend the term of the contract is necessary at this time to avoid a lapse in service. A copy of a proposed Addendum No. 3 to extend the City Attorney contract for an additional two years, through December 9, 2027, is attached for Council approval. FISCAL NOTE (Finance Department): Funds for legal services for the City are included in the 2025 adopted budget and the 2026 proposed budget.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution 25-1707 approving a contract extension with Madrona Law Group, PLLC, for City Attorney Legal Services.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
November 6, 2025		

RESOLUTION NO. 25-1707

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, APPROVING A TWO-YEAR CONTRACT EXTENSION WITH MADRONA LAW GROUP, PLLC, FOR CITY ATTORNEY LEGAL SERVICES

WHEREAS, BDMC 2.14.020 authorizes the mayor to appoint the City Attorney, subject to council confirmation; and

WHEREAS, on November 25, 2019, the mayor re-appointed David Linehan of Madrona Law Group, PLLC, to be the City Attorney, and the City Council confirmed that appointment in December 2019;

WHEREAS, BDMC 2.14.030 provides that the City Attorney shall be retained under a professional service contract on terms deemed appropriate by the Mayor with any necessary approval for budget purposes by the City Council; and

WHEREAS, pursuant to BDMC 2.14.030, the City Council approved a contract with David Linehan and Madrona Law Group, PLLC, for City Attorney services, via Resolution No. 19-1327; and

WHEREAS, pursuant to Resolution No. 21-1449, the City Council approved a two-year extension of the contract through December 9, 2023; and

WHEREAS, pursuant to Resolution No. 23-1578, the City Council approved an additional two-year extension of the contract through December 9, 2025; and

WHEREAS, BDMC 2.14.030 requires council approval of additional contract extensions; and

WHEREAS, a contract extension is necessary for Mr. Linehan and Madrona Law Group, PLLC, to continue providing City Attorney services to the City of Black Diamond beyond December 9, 2025; and

WHEREAS, the attached Addendum No. 3 extends the contract for an additional two-year term and otherwise complies with the requirements of BDMC 2.14.030;

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

Section 1. Pursuant to BDMC 2.14.030, the Mayor is hereby authorized to execute a two-year contract extension for City Attorney legal services with Madrona Law

Group, PLLC, through December 9, 2027, as referenced in Addendum No. 3 to the Agreement for Legal Services, attached hereto.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF NOVEMBER,
2023.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

ADDENDUM NO. 3
AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES

This Addendum No. 3 to that certain Agreement for Legal Services dated December 9, 2019, between Madrona Law Group, PLLC (“Attorneys”) and the City of Black Diamond (“Client”), is effective on the date last signed below.

IT IS HEREBY AGREED AS FOLLOWS:

- A. The Client and Attorneys agree to extend the Term for an additional two years, through December 9, 2027, pursuant to Section 9, *Term*, of the Agreement for Legal Services.
- B. All other terms of the original Agreement for Legal Services, dated December 9, 2019, shall remain in effect except as specifically amended by this Addendum No. 3.

AGREED TO AND ACKNOWLEDGED BY:

CITY OF BLACK DIAMOND

MADRONA LAW GROUP, PLLC

By: _____

By: _____

Carol Benson, Mayor

David A. Linehan, Member

Dated: _____

Dated: _____

Attest:

By: _____

Brenda L. Martinez, Clerk



September 25, 2025

Via e-mail and regular mail

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

E-mail: cbenson@blackdiamondwa.gov

RE: 2026 Hourly Billing Rates

Dear Mayor Benson:

Each fall, we review our hourly billing rates to determine whether adjustments for the coming year are necessary so that we may continue providing the same high level of service you've come to expect from Madrona Law Group. Please be advised that our attorney billing rates will increase by an average of 5%, effective January 1, 2026. A complete 2026 rate sheet is enclosed for your reference.

While rate increases are never welcome news for clients, this adjustment in 2026 will allow us to respond to increased costs and continue delivering the high-value legal advice and responsive service that Madrona Law Group has become known for, still at competitive rates. Unlike many other firms serving municipalities, we continue to use a single-rate structure for all types of services offered, whether routine matters or special projects (such as litigation), rather than up-charging for complex or non-routine tasks. We believe this rate structure provides clients with predictability when budgeting and setting future work plans.

We sincerely appreciate and look forward to continuing to serve you in 2026. Please feel free to contact me if you have any questions.

Very Truly Yours,

Madrona Law Group, PLLC

David A. Linehan

cc: w/enclosure

Brenda Martinez, bmartinez@blackdiamondwa.gov

Kevin O'Neill, koneill@blackdiamondwa.gov

MADRONA LAW GROUP, PLLC

HOURLY BILLING RATES

2026

ATTORNEYS:

Laurie Halvorson	\$285
Eileen M. Keiffer	\$340
David A. Linehan	\$360
Kim Adams Pratt	\$360
Ann Marie J. Soto	\$340
Karen Stambaugh	\$305
Rachel B. Turpin	\$340

STAFF:

Paralegal	\$160
-----------	-------

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is made effective on the 9th day of December, 2019, between Madrona Law Group, PLLC ("Attorneys") and the City of Black Diamond ("Client").

SECTION 1. LEGAL SERVICES

Attorneys shall provide City Attorney legal services to Client under the primary direction of the Mayor. David Linehan will serve as the City Attorney and will serve at the pleasure of the Mayor. As City Attorney, Attorneys shall be principally responsible for performing all legal work for the Client, except for matters assigned to insurance counsel, criminal prosecution, matters in which Attorneys have a conflict, or matters assigned to other counsel by the Mayor.

SECTION 2. RESPONSIBILITIES OF ATTORNEYS AND CLIENT

Attorneys will perform the legal services called for under this Agreement in accordance with the rules of professional responsibility for attorneys in Washington State, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Attorneys, keep Attorney reasonably informed of developments, and timely make any payments required by this Agreement.

SECTION 3. COMPENSATION

- A. Client will pay Attorneys for the legal services provided under this Agreement pursuant to the fees listed in Exhibit A. Attorneys will charge in increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. The minimum time charged for any particular activity will be one tenth of an hour. Attorneys will charge for all activities undertaken in providing legal services to Client under this Agreement, including, but not limited to, the following: attending meetings and conferences; appearing in court; preparing for and participating in depositions; reviewing and preparing correspondence and legal documents; performing legal research and writing legal opinions; drafting court papers, ordinances, and resolutions; and conducting telephone conversations. Attorneys will charge for their reasonable travel time at Attorneys' normal hourly rates. When two or more of Attorneys' personnel are engaged in working on a matter at the same time, such as in conferences between them, the time of each will be charged at his or her hourly rate.
- B. Fees and costs for Attorneys' services when initially required to be paid to Client by permit applicants or other third parties pursuant to City ordinance, agreement, or other rule or regulation requiring reimbursement of City Attorney fees ("Pass-Through Fees"), may be subject to prior review for reasonableness by such third party. In the event that any third party challenges the reasonableness of Attorneys' Pass-Through Fees, Client shall only be responsible to pay Attorneys for such portion of the challenged fees and costs as Client in its sole discretion deems reasonable.

C. If applicable, Client will pay Attorneys for services related to public records pursuant to the fees listed in Exhibit A and as further defined below:

- i. Attorneys shall be compensated at the "Attorney" hourly rates for reviewing public records for responsiveness and exemptions, redacting exempt records, reviewing exemption logs, and providing legal advice related to Public Records Act (Ch. 42.56 RCW) compliance.
- ii. Attorneys shall be compensated at the "Public Records Processing" rate for services such as, but not limited to, converting and deduplicating files, preparing exemption logs, downloading and transmitting files to and from Client, and other tasks typically performed by the Public Records Officer that do not call for the independent legal judgment of Attorneys.

D. Attorneys will review their hourly rates once per year. If, while this Agreement is in effect, Attorneys implement an increase in the hourly rates being charged to clients, that increase may be applied to fees incurred under this Agreement, but only with respect to services provided thirty (30) days or more after written notice of the increase is mailed to Client. If Client declines to accept the increased rates, the parties may negotiate an alternate rate, or Client may terminate this Agreement by written notice effective when received by Attorneys, provided Client executes and returns a substitution-of-attorney form immediately on its receipt from Attorneys if Attorneys are Client's attorney of record in any proceeding.

SECTION 4. COSTS

- A. Client will pay all costs in connection with Attorneys' representation of Client under this Agreement. Costs may be advanced by Attorney and then billed to Client. Costs include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, messenger service fees, postage fees, photocopying expenses, and process server fees.
- B. Attorneys shall not charge Client for mileage nor for long-distance telephone charges. In addition, Attorneys shall not charge Client for legal research fees incurred by Attorneys as part of their standard use of any online legal research database. Extraordinary legal research costs may be billed to the Client upon Client's approval.
- C. Attorneys shall obtain, and maintain for the duration of this Agreement, a City business license at Attorneys' sole expense.

SECTION 5. STATEMENTS

- A. Attorneys shall render to Client a statement for fees, costs, and expenses incurred on a periodic basis (generally monthly). Such statement(s) shall indicate the basis of the fees,

including the hours worked, the hourly rate(s), and a brief description of the work performed. Separate billing categories can be established to track costs associated with Client funding categories or to track project costs, or such other basis as the Client may direct. Reimbursable costs shall be separately itemized.

- B. Payments shall be made by Client within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by Client with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice. Payments made more than thirty (30) days after the due date shall draw interest at the rate of 12% per annum.

SECTION 6. INDEPENDENT CONTRACTOR

Attorneys shall perform all legal services required under this Agreement as an independent contractor of Client, and shall remain, at all times as to Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither Client, nor any of its employees, shall have any control over the manner, mode, or means by which Attorneys, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth and as required by the rules of professional conduct applicable to Attorneys. Client shall have no voice in the selection, discharge, supervision or control of Attorneys' employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

SECTION 7. INSURANCE

Attorneys shall maintain for the duration of this Agreement professional liability insurance with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Attorneys shall provide Client with written notice of any policy cancellation within two business days of their receipt of such notice. Failure on the part of Attorneys to maintain the insurance as required shall constitute a material breach of contract, upon which Client may, after giving five business days' notice to Attorneys to correct the breach, immediately terminate the contract.

SECTION 8. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

CLIENT:

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

//

//

ATTORNEYS:

Madrona Law Group, PLLC
14205 SE 36th Street
Suite 100, PMB 440
Bellevue, WA 98006

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

SECTION 9. TERM

- A. This Agreement shall be effective upon mutual execution by the parties, and shall remain in full force and effect for two years, unless renewed for an additional two-year period by the City Council prior to the expiration of any term or until terminated by either party hereto. Client may discharge Attorneys at any time. Attorneys may withdraw from Client's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon thirty (30) days' notice to City.
- B. In the event of such termination or withdrawal, Client will pay Attorneys professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation.

SECTION 10. CONFLICTS

Attorneys have no present or contemplated engagements which are adverse to the Client. Attorneys agree that they shall not represent any other client in a matter (either litigation or non-litigation) in which Attorneys' representation would be adverse the Client. If, in the future, the Client asks Attorneys to represent the Client in a matter that is adverse to another current or former client of Attorneys, Attorneys will determine whether and under what circumstances Attorneys may undertake such representation and, if appropriate, seek informed consent(s) from affected parties.

SECTION 11. GENERAL PROVISIONS

This Agreement sets forth the entire agreement of the parties. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Washington. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

//

AGREED TO AND ACKNOWLEDGED BY:

CITY OF BLACK DIAMOND

MADRONA LAW GROUP, PLLC

By: Carol Benson

Carol Benson, Mayor

By: _____

David Linehan, Member

Dated: 12/6/19

Dated: _____

ATTEST:

By: Brenda L Martinez

Brenda Martinez, City Clerk

Dated: 12/6/19

EXHIBIT A
MADRONA LAW GROUP, PLLC
2019-2020 HOURLY RATES

ATTORNEYS:

Eileen M. Keiffer	\$230
David A. Linehan	\$300
Kim Adams Pratt	\$300
Ann Marie J. Soto	\$230
Rachel B. Turpin	\$230

STAFF:

Paralegal	\$130
Legal Assistant	\$75
Public Records Processing	\$130

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: 1 st Public Hearing on 2026 Budget	Agenda Date: November 6, 2025	
	AB25-121	
	Mayor Carol Benson	
	City Administrator – Kevin O’Neill	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev –Andy Williamson	
	Finance – Xavier Mason	X
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): 2026 Budget	Police – Chief Kiblinger	
Fund Source: All Funds	Public Works – Scott Hanis	
Timeline: 2026	Court – Judge Swain/Tawnya Parks	
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: 2026 Preliminary Budget and the 2026 Salary Schedule		
SUMMARY STATEMENT: 1 st Public Hearing for the 2026 Preliminary Budget		
Every year, the Finance Department presents the annual budget to the City Council on behalf of the Mayor. The City of Black Diamond has an annual budget that is based upon the calendar year, beginning January 1st and ending December 31st. Internally, the planning process begins around June, and then City Council becomes involved around September until its passage. The purpose of the municipal budget is to manage the City’s finances for the purposes of continually providing essential services, maintaining infrastructure, and supporting the community’s priorities. Specifically, the work sessions, and ultimately the budget itself, serve as an exercise in financial planning, resource allocation, accountability and transparency, policy implementation, legal framework, and performance measurement for the benefit of Black Diamond residents. Thus far, the Black Diamond City Council has participated in four work study meetings, and two regular city council meetings to discuss and vote upon matters pertaining to the 2026 Budget (including the November 6th meeting). A very brief overview of those meetings is detailed below:		
Date	Meeting Type	Overview of Discussion
September 18	Work study Meeting	The Black Diamond City Council was provided with current information (June 30 th , 2025) to compare earned revenues with the 2025 Budget projections.

		Additionally, the Black Diamond City Council was provided with an overview of the 2026 preliminary budget for all fund totals and possible property tax revenues.
September 25	Work study Meeting	The Black Diamond City Council was provided with the proposed revenues and expenditures for the General Fund, for both Public Safety and General Government components.
October 2	Work study Meeting	The Black Diamond City Council was provided with the proposed revenues and expenditures for the Street, Water, Sewer, and Stormwater Enterprise Funds. Also, the various special funds such as REET I and II, and capital outlay were reviewed.
October 16	Work study Meeting	The Black Diamond City Council took a deeper dive into property taxes and their role as a core revenue stream for Public Safety expenditures. Additionally, two ordinances were discussed that would permit Black Diamond to levy up the 1% increase and second ordinance to set the maximum dollar increase as determined by King County.
October 16	City Council Meeting	During the October 16 th regular City Council Meeting, a public hearing was held regarding the two property tax ordinances; (1) Property Tax 1% Dollar Increase and (2) Property Tax Assessed Value and Maximum Dollar Increase.
November 6	City Council Meeting	During the October 16 th Regular City Council Meeting, the Black Diamond City Council will vote on the two property tax ordinances.
November 6	City Council Meeting	During the November 6 th Regular City Council Meeting, a public hearing will be held regarding the 2026 Preliminary Budget.

Public Hearing

After several work sessions and regular City Council meetings, during the November 6, 2025, regular meeting, City staff will present the 2026 Preliminary Budget to the Black Diamond City Council and the public. This public hearing is an opportunity for the public to express their thoughts, opinions, and/or concerns to staff and their Black Diamond City Council representatives. On November 20th, there will be a second public hearing to afford the public

another opportunity to express their thoughts, opinions and/or concerns to their City Council representatives before city council votes on the budget later in the evening.

FISCAL NOTE (Finance Department): The 2026 Budget details the entirety of the City's revenues and expenditures anticipated for the upcoming year.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **Public hearing, no action is needed.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 6, 2025		

Preliminary
Black
Diamond
Budget

2026



Black Diamond's Gateway Entrance Sign

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Mayor Benson's Budget Letter



‘Black Diamond Coal Cart’

Black Diamond Elected Officials
Adopting 2026 Budget



Our
Elected
Officials

Mayor: Carol Benson January 2022 - December 2025	Councilmember No. 1: Tamie Deady January 2024 - December 2027
Councilmember No. 2: Sara Nielsen February 2025 – Certification of 2025 General Election Results	Councilmember No. 3: Darcey Peterson July 2024 – Certification of the 2025 General Election Results
Councilmember No. 4: Leih Mulvihill January 2022 - December 2025	Councilmember No. 5: Jesse Young February 2025 – Certification of 2025 General Election Results
Councilmember No. 6: Nathan Jones January 2024 - December 2025	Councilmember No. 7: Monica Kumar October 2025 – Certification of 2025 General Election Results

Black Diamond Overview

History and Growth of Black Diamond, Washington

While the City of Black Diamond was officially incorporated in 1959, its historical significance dates back to the late 1880s, when it was established as a coal mining community. By the early 20th century, Black Diamond had become a key regional coal exporter. The Pacific Coast Coal Company, based in the city, was once the largest coal mining operation on the West Coast. Though times have changed, many historic structures remain in their original locations, contributing to the city's unique character. In recent years, revitalization efforts, particularly along Railroad Avenue, have enhanced community assets such as the Black Diamond Museum and the Black Diamond Bakery historic areas.

Black Diamond is currently one of the fastest-growing cities in Washington State. The first major change occurred in 1998 with the annexation of the Lake Sawyer area, which nearly doubled the city's population and land area. Now, much of the city's current and projected growth is driven by the Master Planned Development Agreement, which guides long-term residential and infrastructure expansion.

As of April 2025, the city's estimated population is 7,435, with projections indicating growth to over 20,000 residents within the next 20 years as a result of the Master Planned Development Agreement. This sustained growth underscores the importance of strategic infrastructure planning and investment to ensure municipal services, transportation, utilities, and community.

Black Diamond's Form of Government

The City of Black Diamond is classified as a "Code City" under Title 35A of the Revised Code of Washington (RCW), providing the City with broad statutory home rule authority. Black Diamond operates under a strong mayor-council form of government. In this structure, the Mayor serves as the City's chief administrative officer, overseeing daily operations and the implementation of City policies. The City Council functions as the legislative body, responsible for adopting ordinances, approving the budget, and setting overall policy direction.

The City Council consists of seven elected members, each serving staggered four-year terms. The Council expanded from five to seven members in the fall of 2019 to support the City's growing population and increasing governance needs.

Black Diamond is located within Congressional District 8 and Legislative District 5 for representation at the state and federal levels.

Budget Process

Budgeting is a critical component of the City of Black Diamond’s financial planning, management, and performance evaluation processes. Through the annual budget, the City determines the types and levels of services to be delivered by its various departments, programs, and functions. The budget serves as a policy document, financial plan, operations guide, and communications tool.

The City of Black Diamond adopts an annual budget based on the calendar year, beginning January 1 and ending December 31. The City’s budgeting practices comply with the requirements outlined in the Revised Code of Washington (RCW) 35.33, which mandates a cash basis of accounting for budgetary purposes.

Budget adjustments are regulated under RCW 35A.33.120, and appropriations may not be exceeded without formal amendment by the City Council. Appropriations represent the maximum legal expenditure limits for each fund and are enforced at the fund level, meaning that funds are allocated for specific purposes and cannot be used outside their intended function.

Each fund is segregated to support designated objectives, ensuring transparency and accountability in financial operations. Amendments to the adopted budget must be approved through formal Council action.

Timeline Summary (Typical Annual Schedule)

Phase	Approximate Timeline
Department Budget Requests	July – August
Mayor Prepares Proposed Budget	August – September
Council Review & Public Hearings	September – November
Budget Adoption	November (by Dec. 31 per RCW)
Budget Execution	January – December (Calendar Year)
Monitoring	Throughout the year
Budget Amendments	November

How Black Diamond Serves the Community

The City of Black Diamond is committed to fostering a safe, welcoming, and comfortable environment for residents, businesses, and visitors. Public safety remains a top priority, delivered through the dedicated efforts of the Black Diamond Police Department, Mountain View Fire and Rescue, and the City's municipal court with all three being staffed by highly trained and professional personnel.

In addition to public safety, the City provides a wide range of essential municipal services that support everyday life and long-term community well-being. These services include:

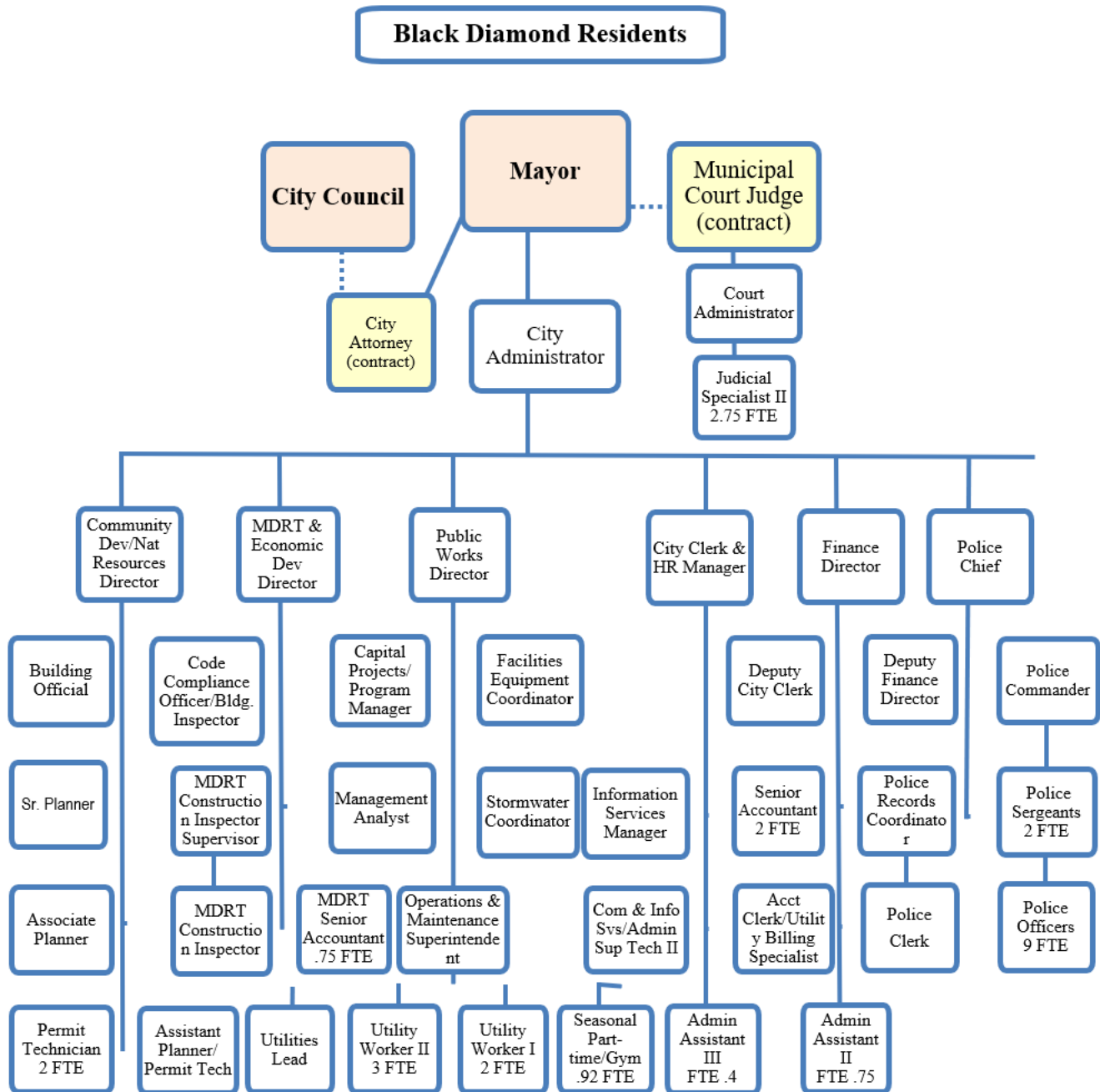
- Road maintenance and repair
- Land use planning, permitting, and code enforcement
- Parks and open space maintenance
- Water, sewer, and stormwater utility services

Each department and service area plays a critical role in maintaining the City's infrastructure, promoting orderly growth, and enhancing the overall quality of life in Black Diamond.



‘View of Lake Sawyer with Mt. Rainier’

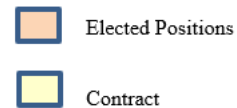
City of Black Diamond 2025 Organization Chart



This Chart represents budgeted positions for 2026 = 55.17 FTE

Each position is filled by 1 FTE, unless otherwise noted.

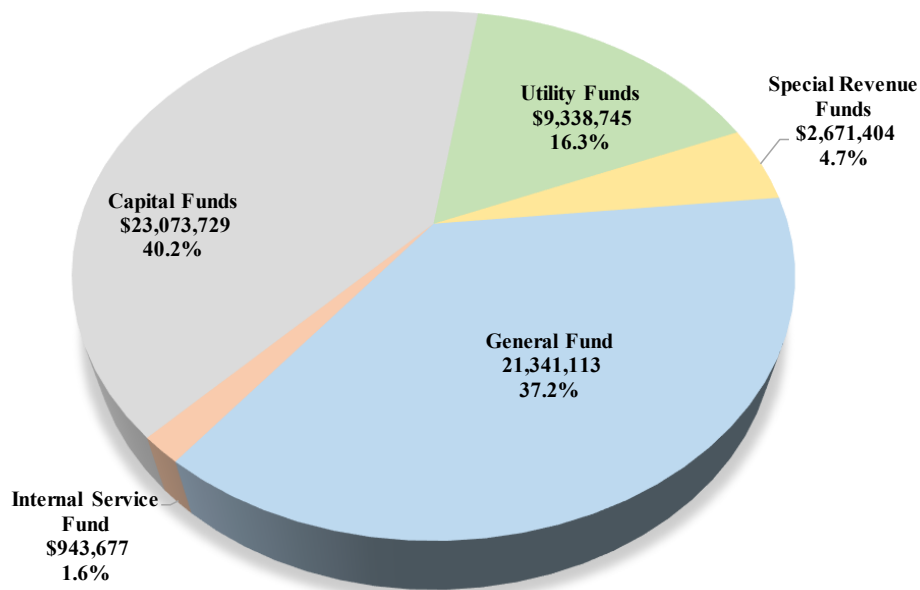
Black Diamond is served by Mountain View Fire and Rescue



Combined 2026 Budget - All Funds

	Beginning Fund Balance	2026 Revenue	Total Sources	2026 Expenditures	Ending Fund Balance	Total Uses	Surplus/ (Deficit)
1 General Fund 001	8,686,137	12,654,976	21,341,113	13,172,541	8,168,572	21,341,113	(517,565)
2 Special Revenue Funds							
3 101 Street Fund	284,350	654,100	938,450	708,037	230,413	938,450	(53,937)
4 107 Fire Impact Fees	680,154	504,700	1,184,854	800,000	384,854	1,184,854	(295,300)
5 108 Trans. Benefit District Fund	1,600	246,500	248,100	245,000	3,100	248,100	1,500
6 109 Traffic Mitigation Fees	-	50,000	50,000	-	50,000	50,000	50,000
7 110 ARPA Fiscal Recovery Funds	-	-	-	-	-	-	-
8 111 School Impact Fees	-	250,000	250,000	-	250,000	250,000	250,000
9 112 Traffic Impact Fees	76,821	203,500	280,321	50,000	230,321	280,321	153,500
10 113 Transferrable Development Rights	945,000	3,555,000	4,500,000	1,400,000	3,100,000	4,500,000	2,155,000
11 Utility Operating Funds							-
12 401 Water Fund	1,592,753	2,900,367	4,493,120	2,695,857	1,797,263	4,493,120	204,510
13 407 Sewer Fund	531,730	2,912,238	3,443,968	2,901,485	542,483	3,443,968	10,753
14 410 Stormwater Fund	265,933	1,135,724	1,401,657	1,055,068	346,589	1,401,657	80,656
15 Capital Funds							-
16 310 Gen. Government CIP Fund	4,995,639	2,056,893	7,052,532	1,152,841	5,899,691	7,052,532	904,052
17 311 REET 1	680,109	612,000	1,292,109	189,500	1,102,609	1,292,109	422,500
18 320 Public Works CIP Fund	1,296,909	6,719,621	8,016,530	4,840,627	3,175,904	8,016,530	1,878,994
19 321 REET 2	349,033	607,000	956,033	926,033	30,000	956,033	(319,033)
20 322 Public Works Retainage	26,194	52,388	78,582	52,388	26,194	78,582	0
21 402 WSFFA Partners CIP Fund	95,447	1,805,000	1,900,447	1,900,447	-	1,900,447	(95,447)
22 404 Water CIP Fund	1,272,061	303,695	3,038,980	205,363	2,833,617	3,038,980	98,332
23 408 Sewer CIP Fund	305,819	114,950	420,770	63,950	356,819	420,770	51,000
24 412 Stormwater CIP Fund	101,846	215,900	317,746	17,436	300,310	317,746	198,464
25 Internal Service Fund 510	240,677	703,000	943,677	245,000	698,677	943,677	458,000
26 Grand Total All Funds	22,428,212	38,257,553	62,148,989	32,621,573	29,527,415	62,148,989	5,635,979

Total Black Diamond 2026 Preliminary Budget



General Fund Budget

The General Fund is the primary operating fund of the City of Black Diamond. It functions similarly to a general ledger in private-sector accounting, capturing all revenues and expenditures that are not designated for specific purposes or restricted by law.

This fund provides the core financial resources needed to support the City's day-to-day operations and essential public services, including:

- Public safety (police, fire, and municipal court services)
- Parks and recreation
- Planning and permitting
- Administrative and legislative functions
- Code enforcement and general government services

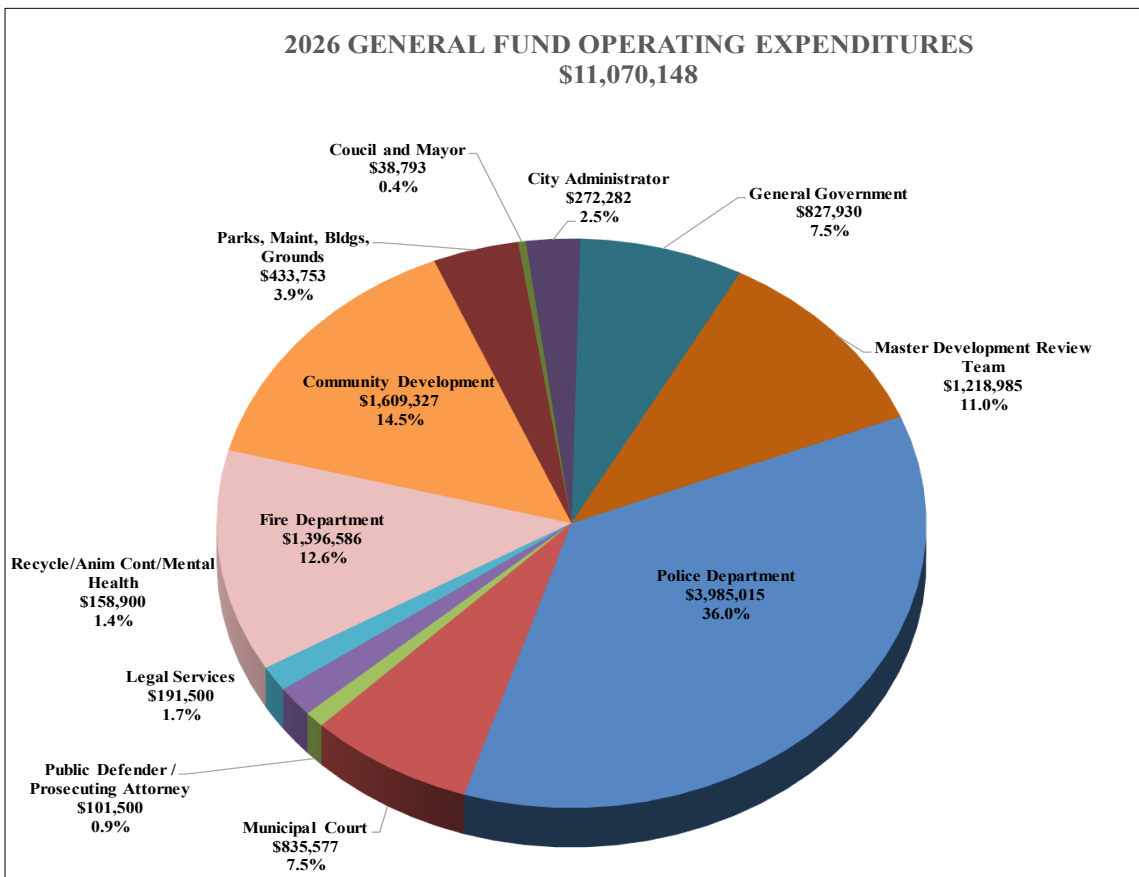
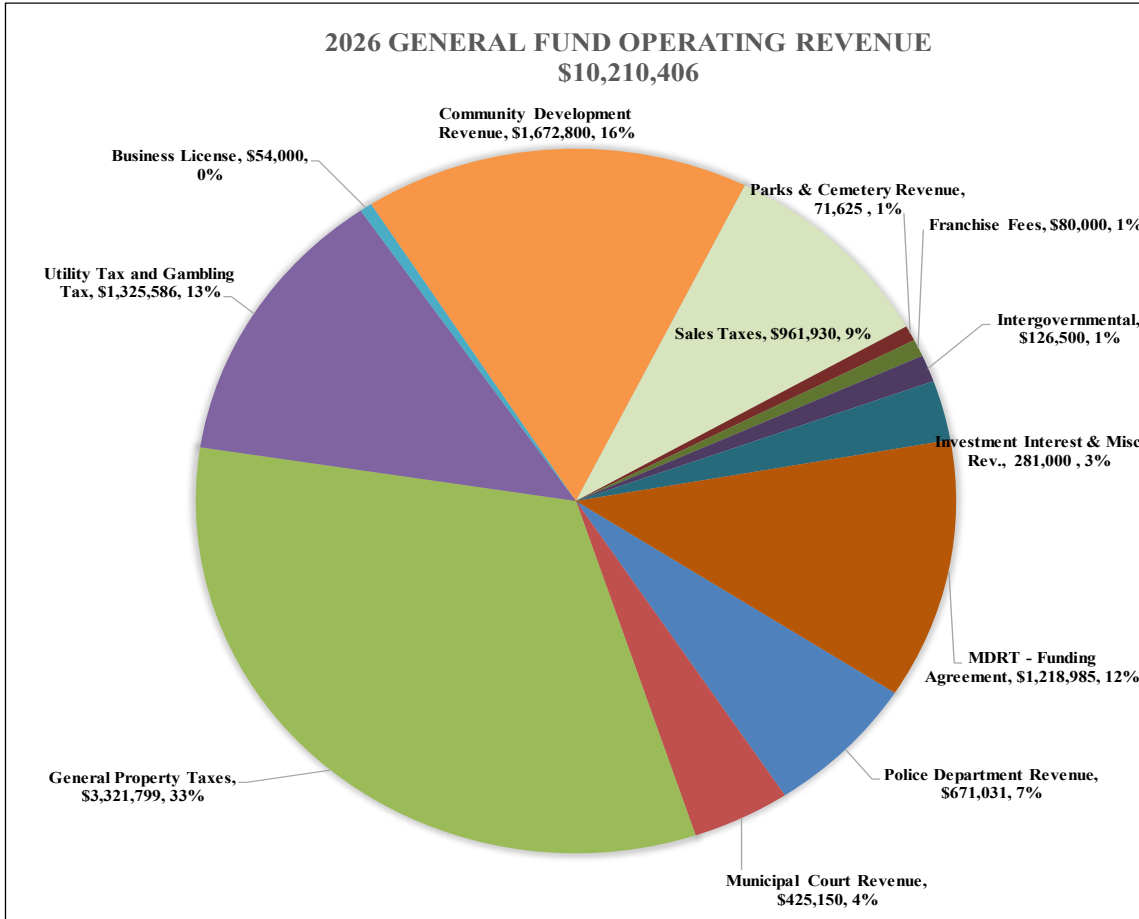
The General Fund plays a central role in maintaining the fiscal health of the City and ensuring the delivery of services that directly impact the community's quality of life.



‘Black Diamond City Hall’

General Fund Revenue Projection	2025			2026		
	Budget	Actuals thru June	Estimated Year End	Budget	\$ Budget Change	% Budget Comparison
REVENUES						
1 Beginning Cash and Investments	8,548,678	7,659,424	7,659,424	8,686,137	137,459	101.6%
2 General Property Taxes	3,125,929	1,658,891	3,125,929	3,321,799	195,870	106.3%
3 Sales Taxes	855,600	448,647	899,000	961,930	106,330	112.4%
4 Utility Tax and Gambling Tax	1,228,510	701,142	1,252,935	1,325,586	97,076	107.9%
5 Cable Franchise Fees	88,000	36,985	76,000	80,000	(8,000)	90.9%
6 Business License	54,000	27,320	54,000	54,000	0	100.0%
7 Liquor Profits & Excise Tax	104,000	47,629	107,000	110,000	6,000	105.8%
8 KC Recycle Grants	16,500	-	16,500	16,500	-	100.0%
9 Municipal Court Revenue	214,540	113,169	237,580	425,150	210,610	198.2%
10 Police Department Revenue	515,060	320,768	512,852	671,031	155,971	130.3%
11 Community Development Rev	1,508,370	912,399	1,636,655	1,672,800	164,430	110.9%
12 Parks Revenue	75,000	34,524	66,000	71,000	(4,000)	94.7%
13 Cemetery Revenue	4,000	250	250	625	(3,375)	15.6%
14 Investment Interest & Misc Rev.	408,000	173,845	330,005	281,000	(127,000)	68.9%
15 Funding Agreement - MDRT	1,186,530	602,437	1,186,530	1,218,985	32,455	102.7%
16 Total Operating Revenues	9,384,039	5,078,007	9,501,236	10,210,406	826,367	108.8%
17 AWC Insurance Payment & Flex	603,452	3,150	-	-	(603,452)	0.0%
18 Devel Reimb-MDRT Conslt	1,855,000	524,006	1,855,000	1,855,000	0	100.0%
19 Sales Taxes from Construction	524,400	276,497	551,000	589,570	65,170	112.4%
20 Total Revenues	12,366,891	5,881,660	11,907,236	12,654,976	288,085	102.3%
21 TOTAL GENERAL FUND SOURCES	20,915,569	13,541,084	19,566,660	21,341,113	425,544	102.0%

General Fund Expenditure Projection	2025			2026		
	Budget	Actuals Thru June	Estimated Year End	Budget	\$ Budget Change	% Budget Change
<u>EXPENDITURES</u>						
1 Legislative - Council	24,007	8,101	15,886	22,521	(1,486)	93.8%
2 Executive - Mayor	16,516	7,213	14,511	16,272	(244)	98.5%
3 Administration - City Administrator	195,236	26,052	121,916	272,282	77,046	139.5%
4 General Government	846,631	373,638	733,833	827,930	(18,701)	97.8%
5 Legal Services	164,500	94,691	151,000	191,500	27,000	116.4%
6 Public Defender / Prosecuting Attorney	115,000	44,200	88,400	101,500	(13,500)	88.3%
7 Municipal Court	596,116	288,814	533,448	835,577	239,461	140.2%
8 Police Department	3,793,520	1,810,538	3,370,453	3,985,015	191,495	105.0%
9 Fire Department	1,318,961	655,799	1,315,461	1,396,586	77,625	105.9%
10 Recycle/Anim Cont/Mental Health	161,400	37,173	144,420	158,900	(2,500)	98.5%
11 Community Development	1,604,166	561,045	829,207	1,609,327	5,161	100.3%
12 Facilities	-	28,538	50,969	-	0	n/a
13 Parks Department	368,655	174,881	291,652	364,077	(4,578)	98.8%
14 Cemetery	74,757	33,209	59,867	69,675	(5,082)	93.2%
15 Master Development Review Team	1,186,530	563,967	1,154,498	1,218,985	32,455	102.7%
16 Total Operating Expenditures	10,465,995	4,707,861	8,875,523	11,070,148	604,153	105.8%
17 AWC Insurance Payment & Flex	604,952	-	-	-	(604,952)	0.0%
18 Transfer to Future City Campus	-	-	-	147,393	147,393	0.0%
19 Transfer to Fire Study	35,000	-	-	-	-	0.0%
20 Transfer to Street	150,000	150,000	150,000	100,000	(50,000)	66.7%
21 Developer MDRT Consultants	1,855,000	463,874	1,855,000	1,855,000	0	100.0%
22 Total Expenditures	13,110,947	5,321,735	10,880,523	13,172,541	96,594	100.5%
23 35% Reserved Cash and Investments	3,663,098	1,862,607	3,808,183	3,874,552	211,454	105.8%
24 Unreserved Cash and Investments	4,141,524	6,356,718	4,877,954	4,294,020	152,497	103.7%
25 Total Ending Cash and Investments	7,804,622	8,219,325	8,686,137	8,168,572	363,950	104.7%
26 Total Surplus/Deficit	(744,056)	559,925	1,026,713	(517,565)	226,491	69.6%
27 TOTAL GENERAL FUND USES	20,915,569	13,541,084	19,566,660	21,341,113	460,544	102.0%



General Fund Functions Supported by Types of Revenue		2025 Budget	2026 Budget	\$ Change	% Change	Public Safety	General Gov't	MDRT
REVENUES								
1	Beginning Cash and Investments	8,548,678	8,686,137	137,459	1.6%	25,923	8,597,214	63,000
2	Public Safety Revenue Funded With:							
3	General Property Taxes	3,125,929	3,321,799	195,870	6.3%	3,321,799		
4	Utility Tax and Gambling Tax	1,228,510	1,325,586	97,076	7.9%	1,325,586		
5	Criminal Justice Sales Tax	241,200	258,831	17,631	7.3%	258,831		
6	Liquor Excise Tax and Profits	104,000	110,000	6,000	5.8%	110,000		
7	Municipal Court Revenue	214,540	425,150	210,610	98.2%	425,150		
8	Business License	54,000	54,000	0	0.0%	54,000		
9	Police Charges for Service, Grants, Misc	288,360	427,300	138,940	48.2%	427,300		
10	Total Public Safety Revenue	5,256,539	5,922,666	666,127	12.7%	5,922,666		
11	General Government Funded With:							
12	Sales Taxes	855,600	961,930	106,330	12.4%		961,930	
13	Land Use and Permitting Fees	1,508,370	1,672,800	164,430	10.9%		1,672,800	
14	Cable Franchise Fees	88,000	80,000	(8,000)	-9.1%		80,000	
15	Reinvested Interest, Grants and Charges for Services	424,500	297,500	(127,000)	-29.9%		297,500	
16	Parks Revenue	75,000	71,000	(4,000)	-5.3%		71,000	
17	Cemetery Revenue	4,000	625	(3,375)	-84.4%		625	
18	AWC Insurance and Flex	603,452	-	(603,452)	-100.0%		-	
19	Funding Agreement - MDRT	1,186,530	1,218,985	32,455	2.7%			1,218,985
20	Total Gen Fund Operating Revenue	4,745,452	4,302,840	(442,612)	-9.3%		3,083,855	1,218,985
21	Total General Fund Revenue	10,001,991	10,225,506	223,515	3.3%	5,922,666	3,083,855	1,218,985
22	Public Safety: Municipal Court	711,116	937,077	225,961	31.8%	937,077		
23	Public Safety: Police Department	3,793,520	3,985,015	191,495	5.0%	3,985,015		
24	Public Safety: Fire Department	1,318,961	1,396,586	77,625	5.9%	1,396,586		
25	Public Safety: Animal Control/Emergency Management/Mental Health/Recycling	161,400	158,900	(2,500)	-1.5%	158,900		
26	Community Development	1,604,166	1,609,327	5,161	0.3%		1,609,327	
27	Facilities, Parks, Cemetery	443,412	433,753	(9,659)	-2.2%		433,753	
28	Legislative, City Administrator and Administrative Services	1,082,390	1,139,005	56,615	5.2%		1,139,005	
29	Legal Services	164,500	191,500	27,000	16.4%		191,500	
30	AWC Insurance and Flex	604,952	-	(604,952)	-100.0%		-	
31	Transfer to Street Fund	150,000	100,000	(50,000)	-33.3%		100,000	
32	Master Development Review Team MDRT	1,186,530	1,218,985	32,455	2.7%			1,218,985
33	Total Operating Expenditures	11,220,947	11,170,148	(50,799)	-0.5%	6,477,578	3,473,585	1,218,985
34	Ending Cash & Investments	7,329,722	7,741,495	411,773	5.6%	(528,990)	8,207,484	63,000

General Fund Revenues

The General Fund budget encompasses the revenues and expenditures associated with the delivery of core city services in the City of Black Diamond. It is primarily funded through property taxes, sales taxes, utility taxes, charges and fees, and state-shared revenues.

Services supported by the General Fund include:

- Police services
- Fire and emergency response (via Mountain View Fire and Rescue)
- Municipal court operations
- Parks and facility maintenance
- Building permits and inspections
- Land use and development review
- Administrative and legislative functions

The General Fund represents approximately one-third of the City's total annual budget, underscoring its critical role in supporting the day-to-day operations and service delivery that directly affect residents, businesses, and visitors.

2026 Top Twenty Estimated General Fund Revenue Sources

1	General Property Taxes	\$3,321,799
2	Community Development Permits & Fees	\$1,672,800
3	Sales Taxes	\$1,551,500
4	Electric & Gas Utility Tax	\$500,000
5	Municipal Court Revenues	\$425,150
6	Investment Interest and Miscellaneous Revenue	\$281,000
7	Local Criminal Justice Funds	\$258,831
8	Water Utility Tax	\$199,882
9	Stormwater Utility Tax	\$182,830
10	Sewer Utility Tax	\$174,974
11	Liquor Board Profits & Excise Tax	\$110,000
12	Police Traffic School Fees	\$165,000
13	Police Grants	\$162,700
14	Cable TV Utility Tax	\$109,000
15	Solid Waste Utility Tax	\$102,000
16	Cable Franchise Fees	\$80,000
17	Parks Revenue	\$71,000

18	Business Licenses	\$54,000
19	Telephone Utility Tax	\$49,000
20	Lake Sawyer Parking Fees	\$44,000



‘View of Lake Sawyer with Mt. Rainier’

General Fund Structure and Revenue Volatility

From an expenditure perspective, the General Fund is comprised of three primary components: General Government, Public Safety, and the Master Development Review Team (MDRT), as detailed on page 15. General Government functions are funded by a mix of earned revenues, such as permitting and land use fees and a limited number of other revenue sources. Public Safety expenditures are primarily supported by locally levied taxes. The Master Development Review Team is entirely self-funded through revenues received from developer reimbursements and does not rely on other General Fund sources.

A significant portion of General Fund revenues, approximately 26.6%, or \$3,377,150, is considered highly volatile due to its strong correlation with construction and development activity in the City of Black Diamond. These revenues tend to fluctuate significantly year to year, based on the pace of new building activity. The ten most volatile revenue sources (based on percentage change rather than dollar value) include:

Sales Taxes	Building Permits
Mechanic Permits	Plumbing Permits
Copying Services	Plan Check
Zoning/Subdivision Fees	CD-Perm-Pass Thru Cost Reimbursement
PLN – Various Land Use Fees	Investment Interest

These revenues are primarily used to support General Government operations and, when necessary, help cover Public Safety expenditures in times of revenue shortfall. Of these, sales taxes, building permits, investment interest, and plan check fees are projected to be the highest contributors within the General Government segment for the 2026 budget year.

Many of these volatile revenues are recorded under the Land Use and Permitting Fees line item within the Community Development Department. While the City has historically collected these types of revenues, the current level of activity and associated revenue generation is largely attributable to the ongoing construction boom tied to the City's Master Development Agreement.

Understanding the distinction between consistent and volatile revenue streams is essential for long-term planning. Because a significant portion of General Government operations depends on revenues that are sensitive to external market forces, the City must be prudent in managing expenditures and preparing for periods of potential revenue fluctuation.

General Fund Taxes

Locally levied taxes constitute the largest portion of Black Diamond's General Fund operating revenue, totaling \$6,167,485. These taxes include real and personal property taxes, local sales tax, utility taxes on services such as water, sewer, stormwater, electric, gas, cable, and telephone, as well as gambling taxes.

For 2026, tax revenues are projected to increase by \$463,740, growing 8.7% from 2025.

General Fund Tax Revenue	Actual 2023	Actual 2024	Budget 2025	Actual 2025 Thru June	2026 Budget	Budget \$ Change	Budget % Change
1 General Property Taxes	2,729,594	2,819,191	3,125,929	1,658,891	3,321,799	195,870	6.3%
2 Sales Taxes	1,322,835	1,465,372	1,380,000	725,144	1,551,500	171,500	12.4%
3 PSE Electric & Gas Utility Tax	448,845	468,760	487,000	329,493	500,000	13,000	2.7%
4 Water Utility Tax	116,458	152,805	152,783	76,225	199,882	47,099	30.8%
5 Sewer Utility Tax	131,278	155,903	154,742	77,081	174,974	20,232	13.1%
6 Stormwater Utility Tax	159,225	170,738	172,785	79,176	182,830	10,045	5.8%
7 Solid Waste Utility Tax	90,234	89,847	100,000	57,945	102,000	2,000	2.0%
8 Cable TV Utility Tax	97,532	80,813	107,000	52,409	109,000	2,000	1.9%
9 Telephone Utility Tax	42,596	44,382	45,000	25,348	49,000	4,000	8.9%
10 Pull Tabs and Punch Board Utility Tax	7,238	6,914	8,500	2,648	6,500	(2,000)	-23.5%
11 Total General Fund Taxes	\$ 5,145,835	\$ 5,454,726	\$ 5,733,739	\$ 3,084,359	6,197,485	\$ 463,746	8.5%



‘Roberts Dr. Sidewalk and Bridge Completion’

Property Taxes

Property taxes comprise approximately 53.5% of the General Fund's tax revenue and are estimated to generate \$3,321,799 for the City of Black Diamond in 2026. All property tax revenues are allocated directly to the General Fund to support critical public safety services, including police, fire protection, the municipal court, and emergency response services.

Black Diamond relies heavily on property tax collections to fund City operations. As the City continues to grow and the City's commercial base expands, the role of sales taxes to fund daily operations will become more prominent.

Property Tax Calculation and Limitations

In Washington State, property taxes are governed by four main variables:

1. A 1% increase limit on the prior year's levy amount
2. Levies on new construction
3. Revenue from annexations
4. Other adjustments

State law restricts communities to increasing their property tax levy by no more than 1% over the previous year's total levy amount without voter approval. For example, in 2024, Black Diamond's regular levy base was \$2,807,775, allowing a 1% increase of \$24,675. Then the City would add the new construction levy of \$316,184, plus any amounts related to annexations and other adjustments, to arrive at the total levy amount.

Any increase beyond the 1% limit requires voter approval through a levy lid lift.

Assessment and Distribution

As Black Diamond is located within King County, the County sets the assessed property valuations and calculates the applicable levy rates. King County collects the property taxes and then distributes the appropriate portions to each taxing authority, including Black Diamond.

While Black Diamond has its own levy rate, residents may pay varying total property tax rates depending on other factors such as the school district in which the property is located. Black Diamond spans four different school districts, each with distinct tax rates, resulting in variability in the total levy rate per property across the City.

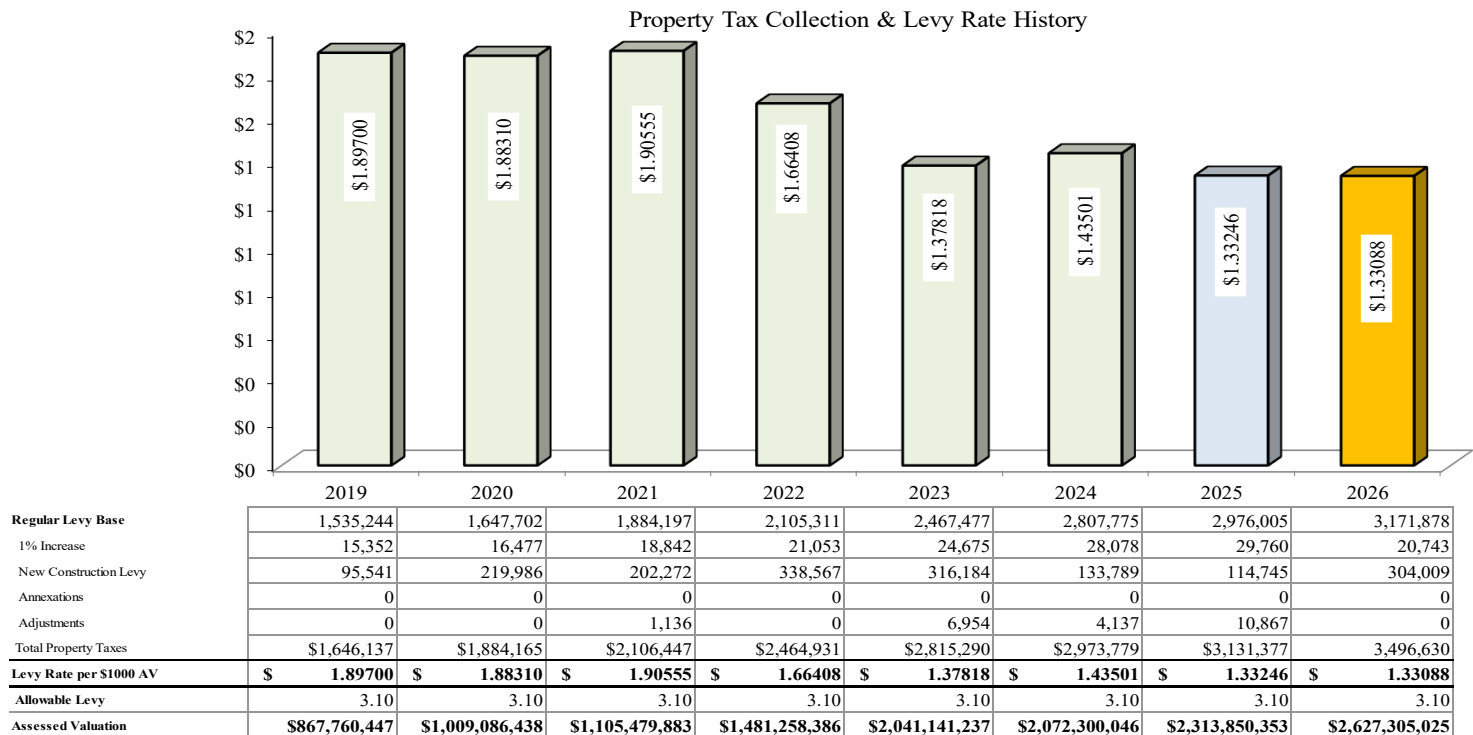
Example of Property Tax Levy Calculation (2024)

Description	Amount (\$)	Notes
Prior Year Levy Base	2,807,775	Total levy amount from previous year
Allowed 1% Increase	28,078	1% of prior year levy base
New Construction Levy	133,789	Additional revenue from new construction
Annexation Levy	0	Amount added due to annexed properties (if any)
Other Adjustments	0	Miscellaneous adjustments (if applicable)

Description	Amount (\$)	Notes
Total Property Tax Levy	2,973,779	Sum of all components

Notes:

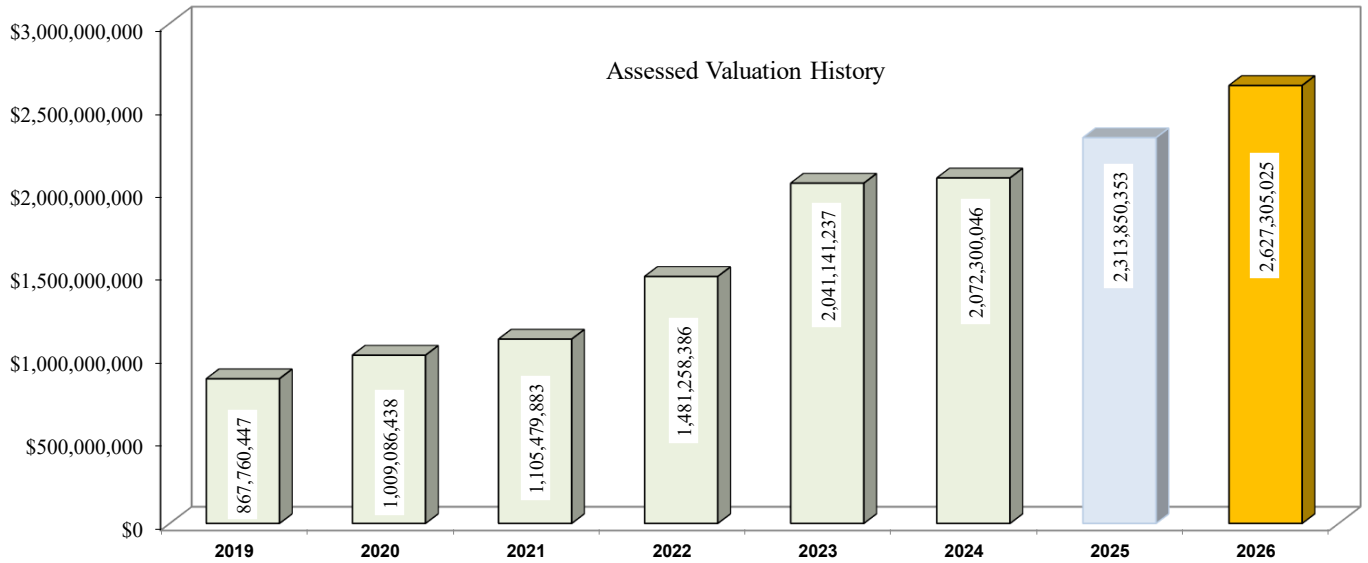
- The 1% increase is a state-mandated limit on how much the City can increase its levy without voter approval.
- The New Construction Levy varies annually depending on the value of new developments.
- Annexation Levy applies if the City annexes additional properties.
- This total levy is then divided among taxing authorities, including the City, schools, and other local agencies.

Black Diamond's Property Tax Collection and Levy Rate History

Note: 2026 numbers are preliminary

For 2026, the base levy as determined by King County is \$3,171,878. Although the City is allowed a maximum increase of 1%, the actual increase this year is 0.65398%, which adds \$20,743 to the property tax levy. In addition to this increase, new construction has been assessed at a value of \$227,961,256, which contributes an additional $(\$227,961,256 / 1,000) \times 1.33 = \$304,009$. This brings the total property tax levy to \$3,496,630. The City's budget reflects 95% of this amount, accounting for the likelihood that not all property owners will pay their taxes on

time.

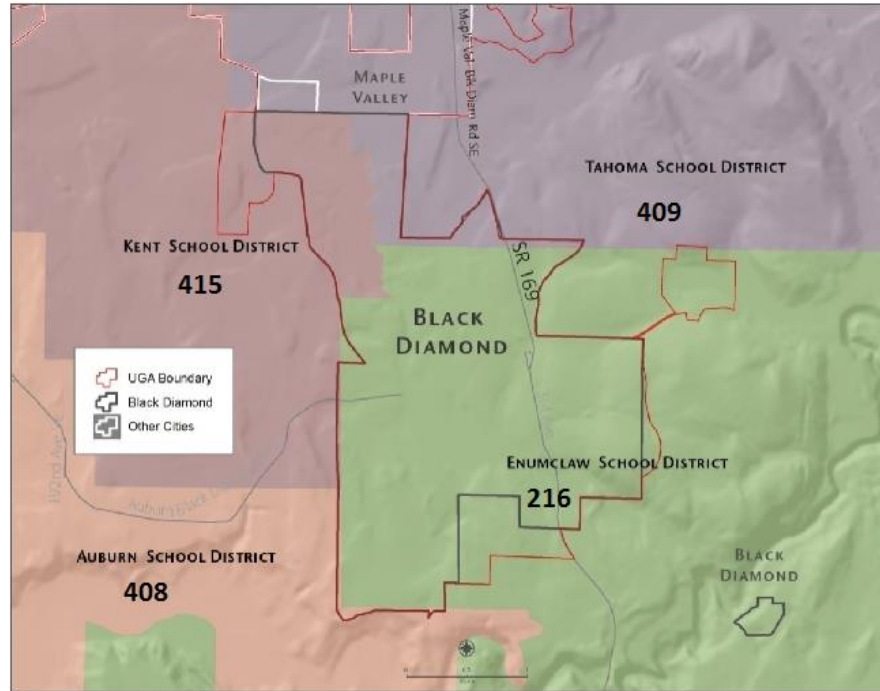


Base Assessed Valuation	820,593,835	893,663,405	1,104,833,418	1,303,096,607	1,852,552,879	1,973,740,660	2,226,691,776	2,399,343,769
New Construction	47,166,612	115,423,033	107,052,200	178,161,779	188,588,358	98,559,386	87,158,577	227,961,256
Final Assessed Valuation	867,760,447	1,009,086,438	1,105,479,883	1,481,258,386	2,041,141,237	2,072,300,046	2,313,850,353	2,627,305,025
% change from prior year	15%	16%	10%	34%	38%	1.5%	11.7%	13.5%
Population	4,500	4,520	5,207	5,990	6,145	6,880	7,195	7,435
Property Tax Levy Rate	1.897	1.883	1.906	1.664	1.378	1.435	1.332	1.331
Increase in Base value	110,193,988	141,325,991	96,393,445	375,778,503	559,882,851	31,158,809	241,550,307	313,454,672
Percentage increase in base	15%	16%	10%	34%	38%	1.5%	11.7%	13.5%

Note: 2026 numbers are preliminary



‘Swinging Bridge Leading to the Springs Water Source’

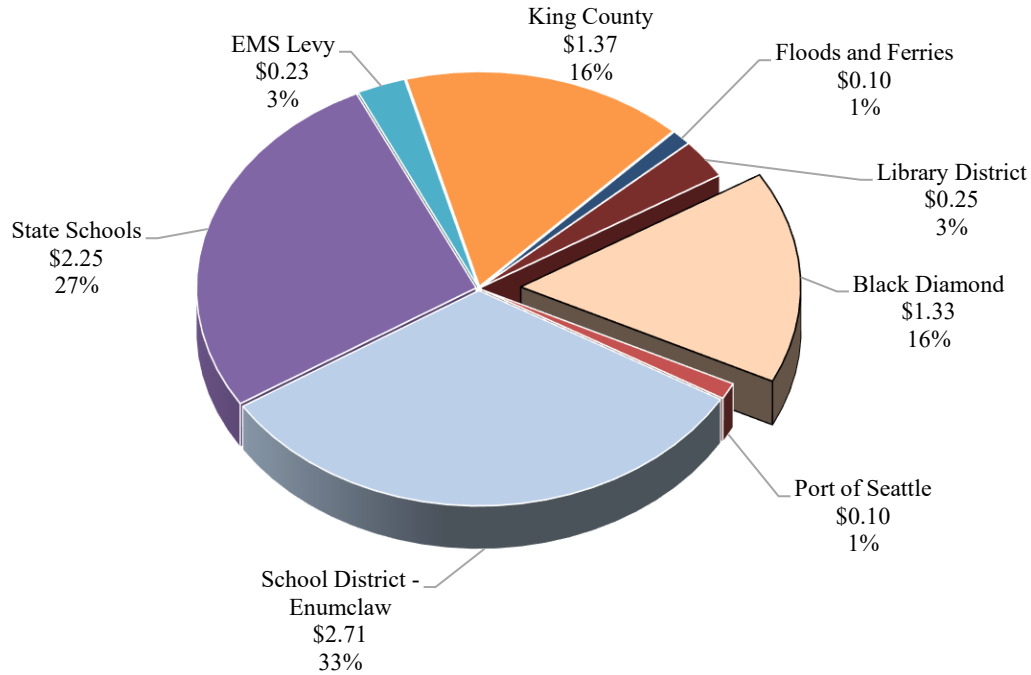
School Districts within Black Diamond City Limits

The total property tax rates in Black Diamond vary because of the four different school districts within our city limits.				
2025 Levy Rates	Enumclaw	Tahoma	Kent	Auburn
Local School District	2.71	4.48	2.86	4.48
Washington State for Schools Part 1	1.46	1.46	1.46	1.46
McCleary Decision for Schools Part 2	0.79	0.79	0.79	0.79
King County	1.36	1.36	1.36	1.36
City of Black Diamond	1.33	1.33	1.33	1.33
Port of Seattle	0.10	0.10	0.10	0.10
Library District	0.25	0.25	0.25	0.25
Emergency Medical Services	0.23	0.23	0.23	0.23
King County Flood & Ferry Levy	0.10	0.10	0.10	0.10
Total 2025 Levy Rates	8.33	10.10	8.48	10.10
Total 2024 Levy Rates	9.17	10.08	9.22	10.96

2026 Levy Rates official rates weren't posted as of 09/30/2025

There are four school districts operating within the Black Diamond city limits. As shown in the table above, each district has its own levy rate, which may be higher or lower than the others. With the exception of school district levies, all other levy rates are consistent across Black Diamond. Overall, most levy rates are lower compared to 2024, with the exception of the Auburn School District. If a property's assessed value remained unchanged from the previous year, and the levy rate went down, the total property tax amount by the property owner would be lower in 2025.

MONTHLY 2025 Property Tax Rates on a \$750,000 Appraised Home
 Translate to:
 Total Monthly Taxes of \$520.86
 Black Diamond's Portion: \$83.13



King County Taxing District	Levy Rate per \$1000 in Value	Percent of Property Taxes Collected	2025 Annual Tax on a \$750,000 Home	Monthly Tax on a \$750,000 Home
Port of Seattle	0.10	1%	\$76.47	\$6.37
School District - Enumclaw	2.71	33%	\$2,032.50	\$169.38
State Schools	2.25	27%	\$1,687.50	\$140.63
EMS Levy	0.23	3%	\$175.50	\$14.63
King County	1.37	16%	\$1,023.75	\$85.31
Floods and Ferries	0.10	1%	\$73.18	\$6.10
Library District	0.25	3%	\$183.90	\$15.33
Subtotal	7.00373	84%	\$5,252.80	\$437.73
Black Diamond	1.33	16%	\$997.50	\$83.13
Total	8.334	100%	\$6,250.30	\$520.86

*These estimates are based upon the Enumclaw School District levy because it is the primary school district in Black Diamond
 2025 Levy Rates

The table and pie chart above correspond to the table on the previous page, which illustrates a property with an assessed value of \$750,000 located within the Enumclaw School District. As shown, the levy rate has decreased from 9.17 in 2024 to 8.33 in 2025. Although the levy rate is lower, the total tax amount may be higher if the

property's assessed value increased by a sufficient margin. For 2025, the property owner will pay \$8.33 for every \$1,000 of assessed home value.

Sales Tax Revenue

The 2026 budget projects sales tax revenue of \$1,551,500 for the City of Black Diamond. In 2025, the City's combined sales tax rate, including King County, was 8.8%. Effective January 1, 2026, both King County and Black Diamond will increase their rates by 0.1% each to enhance public safety, resulting in a new total sales tax rate of 9.0%.

As shown in the table below, within the *Historical and Projected Sales Tax Revenue* Section below, Black Diamond's sales tax revenue has steadily increased since 2019.

Key Drivers of Sales Tax Growth

Three primary factors contribute to the growth in sales tax revenue:

1. **Construction-related Sales:** In 2026, approximately 38% of sales tax revenue is expected to come from construction activity. This is a decrease from 44% in 2023, reflecting a gradual shift from one time sales, construction, to forming a more dependable commercial base.
2. **Commercial Activity:** As commercial centers within Black Diamond are built out, sales from retail and services are anticipated to increase, becoming a more significant and consistent driver of sales tax revenue in coming years.
3. **Population Growth:** Increasing population levels contribute to higher overall consumer spending, thereby boosting sales tax collections.

Historical and Projected Sales Tax Revenue

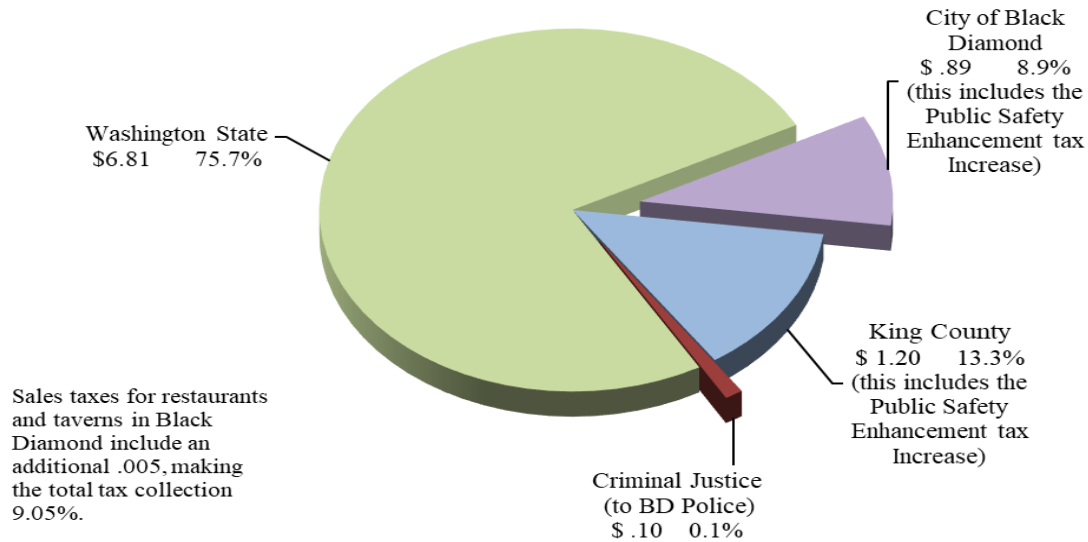
The graph below illustrates Black Diamond's historical sales tax revenue from 2019 through 2024, alongside projections for 2025 and 2026.

2019	2020	2021	2022	2023	2024	2025 est.	2026 est.
\$939,262	\$1,134,938	\$1,656,828	\$1,585,395	\$1,322,836	\$1,392,094	\$1,450,000	\$1,551,500

As shown above, sales tax revenues from 2019 to 2016 grew by 66.4%, or \$619,238. With the exception of Black Swan events, it is likely that this positive trend will continue as the drivers behind this growth increases and solidifies. At some point, sales tax revenues from construction will slow down and sales tax from other commercial activity will become more prominent.

Black Diamond 2026 Sales Taxes

Based on a \$100 sale, retail sales tax collected is \$9.0, and is distributed the following way:



Criminal Justice Taxes

The Criminal Justice Tax is an additional local sales and use tax of 0.1% imposed countywide by King County to fund criminal justice programs. Although levied at the county level, the revenue collected is shared with cities within King County based on their population size. Of the total revenues collected:

- 1% is retained for administrative costs
- 10% is allocated to King County
- 90% is distributed to cities on a per-capita basis, according to their official April 1 population figures

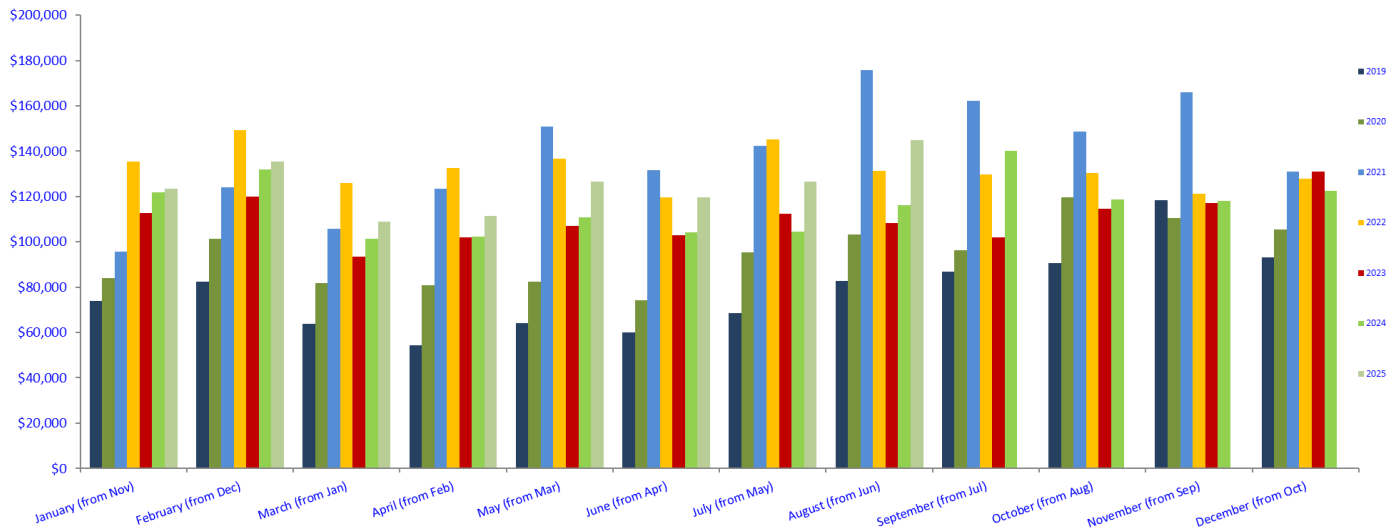
As of April 1, 2025, Black Diamond's official population is 7,435, which determines its share of these funds.

Enhanced Criminal Justice Sales and Use Tax

In addition to the countywide tax, the City of Black Diamond levies an Enhanced Criminal Justice Sales and Use Tax of 0.1%, also collected by King County. This local tax is dedicated specifically to criminal justice expenditures within the City.

The Enhanced Criminal Justice Tax is projected to generate approximately \$17,630 in revenue for Black Diamond in 2026.

Black Diamond Monthly Sales Tax History



Sales Taxes	2019		2020		2021		2022		2023		2024		2025		
Month	Monthly	YTD	Monthly	YTD	Monthly	YTD	Monthly	YTD	Monthly	YTD	Monthly	YTD	Monthly	YTD	YOY Change
January (from Nov)	74,030	74,030	83,937	83,937	95,529	95,529	135,292	135,292	112,722	112,722	121,670	121,670	123,330	123,330	101.36%
February (from Dec)	82,302	156,332	101,429	185,367	124,190	219,719	149,361	284,653	119,801	232,523	131,881	253,551	135,377	258,707	102.65%
March (from Jan)	63,858	220,189	81,801	267,168	105,724	325,443	126,048	410,701	93,534	326,057	101,390	354,941	108,978	367,685	107.48%
April (from Feb)	54,403	274,592	80,920	348,088	123,518	448,961	132,599	543,300	101,838	427,894	102,332	457,273	111,483	479,169	108.94%
May (from Mar)	64,235	338,827	82,360	430,448	150,753	599,714	136,619	679,919	106,968	534,863	110,671	567,944	126,441	605,610	114.25%
June (from Apr)	60,042	398,869	74,246	504,693	131,558	731,272	119,559	799,478	102,850	637,713	104,021	671,965	119,535	725,145	114.91%
July (from May)	68,463	467,332	95,439	600,133	142,210	873,482	145,233	944,711	112,335	750,047	104,385	776,350	126,571	851,715	121.25%
August (from Jun)	82,833	550,166	103,139	703,272	175,632	1,049,114	131,242	1,075,953	108,263	858,310	116,261	892,611	144,848	996,564	124.59%
September (from Jul)	86,783	636,949	96,290	799,562	162,133	1,211,247	129,759	1,205,712	101,998	960,308	140,119	1,032,730			
October (from Aug)	90,635	727,584	119,507	919,069	148,582	1,359,829	130,390	1,336,102	114,515	1,074,823	118,682	1,151,412			
November (from Sep)	118,487	846,071	110,492	1,029,561	165,974	1,525,803	121,339	1,457,441	117,053	1,191,877	118,133	1,269,545			
December (from Oct)	93,191	939,262	105,377	1,134,938	131,025	1,656,828	127,954	1,585,395	130,959	1,322,836	122,549	1,392,094			
TOTAL	939,262		1,134,938		1,656,828		1,585,395		1,322,836		1,392,094		996,564		71.59%

Utility Taxes

Utility taxes are collected on several services at the following rates:

- **6%** on electrical, telephone, cable/internet, sewer, water, and gas utilities
- **18%** on stormwater services

These revenues are primarily used to fund public safety expenditures within the City, as depicted on the *General Fund Function Supported by Types of Revenue* on page 14.

Drivers of Utility Tax Growth

The key factors influencing the growth of utility tax revenue include:

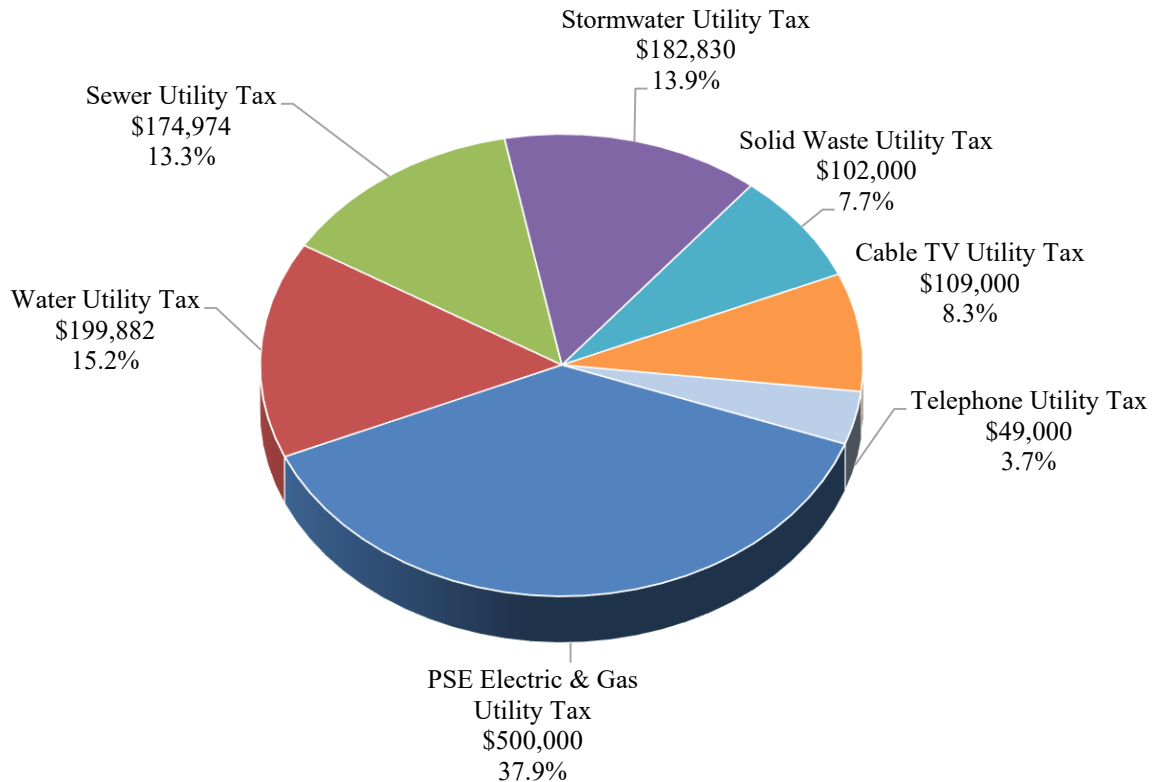
- **Population Growth:** As the City's population increases, overall utility usage typically rises. For example, with more residents, water consumption generally increases.

- Usage Levels: Utility consumption varies with factors beyond population size. For instance, water usage tends to rise during hotter months, for reasons such as irrigation.

Understanding drivers such as these, are essential for accurate revenue forecasting and budgeting.

General Fund Utility Tax & Misc Revenue	Actual 2023	Actual 2024	Budget 2025	Actual 2025 Thru June	2026 Budget	Budget \$ Change	Budget % Change
1 PSE Electric & Gas Utility Tax	448,845	468,760	487,000	329,493	500,000	13,000	2.7%
2 Water Utility Tax	116,458	152,805	152,783	76,225	199,882	47,099	30.8%
3 Sewer Utility Tax	131,278	155,903	154,742	77,081	174,974	20,232	13.1%
4 Stormwater Utility Tax	159,225	170,738	172,785	79,176	182,830	10,045	5.8%
5 Solid Waste Utility Tax	90,234	89,847	100,000	57,945	102,000	2,000	2.0%
6 Cable TV Utility Tax	97,532	80,813	107,000	52,409	109,000	2,000	1.9%
7 Telephone Utility Tax	42,596	44,382	45,000	25,348	49,000	4,000	8.9%
8 Pull Tabs and Punch Board Tax	7,238	6,914	8,500	2,648	6,500	(2,000)	-23.5%
9 Total Utility Taxes & Misc Revenue	\$ 1,093,406	\$ 1,170,162	\$ 1,227,810	\$ 700,324	1,324,186	\$ 96,376	7.8%

General Fund Utility Taxes \$1,324,186



Intergovernmental Revenue

Intergovernmental revenue encompasses funds received from state and federal governments, as well as other governmental entities. These revenues include:

- Grants and entitlements
- Shared revenues
- Payments for goods and services provided to the City

Examples of intergovernmental revenue sources include per capita distributions such as liquor excise and profit taxes, in addition to a King County grant.

General Fund Intergovernmental	Actual 2023	Actual 2024	Budget 2025	Actual 2025 Thru June	2026 Budget	Budget \$ Change	Budget % Change
1 Liquor Excise Tax	43,085	49,848	51,000	20,809	54,000	3,000	5.9%
2 Liquor Board Profits	46,984	51,937	53,000	26,821	53,000	-	0.0%
3 KC Recycle Grant EH 53669	17,687	12,443	16,500	-	16,500	-	0.0%
4 Total Intergovernmental Revenue	\$ 107,756	\$ 114,228	\$ 120,500	\$ 47,629	123,500	\$ 3,000	2.5%

Community Development Revenue

Community Development Revenue includes fees related to land use and building construction activities such as plan checks, fire inspection fees, building, mechanical, and plumbing permits.

Community Development	Actual 2023	Actual 2024	Budget 2025	Actual 2025 Thru June	2026 Budget	Budget \$ Change	Budget % Change
1 Building Permits	670,745	484,091	825,000	409,195	850,000	25,000	3.0%
2 Mechanic Permits	47,493	36,398	63,000	25,937	55,000	(8,000)	-12.7%
3 Plumbing Permits	39,035	28,158	47,000	25,566	49,000	2,000	4.3%
4 Other Permits	10,627	12,612	9,000	5,591	9,200	200	2.2%
5 Total Permits	767,900	561,259	944,000	466,289	963,200	19,200	2.0%
6 Plan Check Review Fees	278,653	459,064	470,000	372,997	600,000	130,000	27.7%
7 Fire Inspection Fee	3,355	4,138	4,000	3,511	6,500	2,500	62.5%
8 SEPA Checklist/Misc. appeals	1,064	-	2,070	1,537	2,200	130	6.3%
9 Grants/Department of Commerce	-	25,000	-	-	-	-	N/A
10 Other Land Use Fees	49,628	4,014	8,000	-	1,500	(6,500)	-81.3%
11 Other Misc Permitting Revenue	74,482	139,965	80,300	68,066	99,400	19,100	23.8%
12 Total Community Devopment Rev.	\$ 1,175,082	\$ 1,193,438	\$ 1,508,370	\$ 912,399	1,672,800	\$ 164,430	10.9%



Museum Park

Police Department Revenue

The Police Department's revenue sources include intergovernmental funding from criminal justice programs, grants and payments for services provided to other entities. Additional revenue comes from traffic school fees, gun permits, fingerprinting services, donations, and other minor sources. An increase in criminal justice fund distributions is anticipated for 2026. 2026, will be the first year that the City collects sales tax as part of the Public Safety Enhancement sales tax of 0.01%, authorized by HB 2015, generating an expected \$17,630. Additionally, the police department will be applying an for the HB 2015 grant provided by the Criminal Justice Training Commission, described below for an estimated \$125,000. The Department also receives reimbursements for overtime work performed on behalf of other agencies.

2026 Grant Funding

The Police Department is applying for the following grants in 2026:

- **Marine Program (Washington State Parks):**

The City receives annual vessel registration fees (VRF) from the State, which are divided among King County agencies. In 2024, Black Diamond received \$11,632 from VRF funds. Additionally, the Police Department secured \$19,685 in federal grants to support marine enforcement on Lake Sawyer. The department's efforts in education, outreach, and inspections have helped maintain this funding stream.

- **Traffic Safety Equipment Grant:**

Provided by the Washington State Traffic Safety Commission, this grant funds the purchase of traffic safety equipment such as radar units, lidar devices, speed signs, and portable breath testers. For 2026, \$4,000 is budgeted for this grant.

- **Traffic Safety Grant (DUI/Seatbelt Emphasis):**

Provided by the Washington State Traffic Safety Commission, this grant supports overtime to conduct emphasis patrols that are focused on DUI enforcement, seatbelt compliance, distracted driving, and speeding. Historically, funding has been close to the budgeted amount of \$4,000 for 2026.

- **BJA Bulletproof Vest Grant:**

A federal grant covering half the cost of bulletproof vests (up to \$400 per vest). With an average vest cost of just over \$1,000, the Department projects \$2,400 in grant revenue for six vests in 2026.

- **Lexipol Grant:**

Provided by the Association of Washington Cities (AWC), this grant covers half the cost of the

Department's annual Lexipol subscription, which supports policies, procedures, and daily training bulletins. The budget includes \$3,300 in grant funds for 2026.

- HB 2015 Grant:**

Provided by the Criminal Justice Training Commission, this grant could be used for the hiring or training of officers or co-responders towards their recruitment, hiring, and retention. Additionally, it could be used towards training such as de-escalation, crisis intervention, and trauma-informed trainings. This grant covers 75% of salary and benefits for up to three years, up to a maximum of \$125,000 per position. 2016, will be the first time the City of Black Diamond receives this grant, and affects can be seen on row 5.

Police Department Revenue	Actual 2023	Actual 2024	Budget 2025	Actual 2025 Thru June	2026 Budget	Budget \$ Change	Budget % Change
1 Criminal Justice Sales Tax Distribution	235,699	258,604	241,200	131,348	258,831	17,631	7.3%
2 PD: Traffic School Fee	157,813	179,108	160,000	84,345	165,000	5,000	3.1%
3 PD: Traffic School Fee - Enumclaw	5,100	6,900	6,000	1,900	4,000	(2,000)	-33.3%
4 Marine Lk. Sawyer Boat Safety	20,839	11,632	14,000	-	12,000	(2,000)	-14.3%
5 Police Grants	35,689	38,576	30,500	13,473	162,700	132,200	433.4%
6 Police Records and Misc.	714	1,007	360	307	600	240	0.0%
7 Gun Permits and Fingerprinting	2,181	1,760	2,000	729	1,400	(600)	-30.0%
8 DARE Donations and Other Revenues	12,512	-	500	10,000	16,000	15,500	3100.0%
9 Staff Time Reimbursements	30,909	43,696	60,500	29,054	65,500	5,000	8.3%
10 Total Police Department Revenue	\$ 501,456	\$ 541,282	\$ 515,060	\$ 271,155	686,031	\$ 170,971	33.2%

Municipal Court Revenue

Municipal Court revenue includes all funds generated through the operations of the Black Diamond Municipal Court. For 2026, the Court has secured multiple grants from the Administrative Office of the Courts to support specialized programs, including therapeutic court services and interpreter services. Beginning in 2026, the Municipal Court will enter a contract with the City of Maple Valley to assist with their municipal court operations with those revenues being identified on row 10.

Municipal Court Revenue	Actual 2023	Actual 2024	Budget 2025	Actual 2025 Thru June	2026 Budget	Budget \$ Change	Budget % Change
1 Court Traffic Infractions	101,019	147,521	110,000	71,981	130,000	20,000	18.2%
2 Administration/Correction Fees	7,052	6,731	4,000	3,615	6,000	2,000	50.0%
3 Court Mand. Insurance Costs	319	379	-	275	-	-	0.0%
4 Court Parking Fines	2,122	580	400	50	150	(250)	-62.5%
5 Court Criminal Traffic Misd.	2,840	3,873	3,000	3,471	3,600	600	20.0%
6 Court Cost Recoupment	793	843	500	322	600	100	20.0%
7 Court DUI Fines	1,864	1,502	1,500	1,129	1,700	200	13.3%
8 AOC Therapeutic Revenue	23,243	101,605	93,860	31,269	81,440	(12,420)	-13.2%
9 Court Other Revenue	1,991	4,889	1,680	1,108	1,660	(20)	-1.2%
10 Maple Valley Court Contract	-	-	-	-	200,000	200,000	N/A
11 Total Municipal Court Revenue	\$ 141,243	\$ 267,923	\$ 214,940	\$ 113,219	425,150	\$ 210,210	197.8%

Cable Franchise Fees and Business Licenses

Revenue from Cable Franchise Fees and Business Licenses both contribute to financing the City's public safety expenditures. Cable Franchise Fees are collected at a rate of 5% on cable service providers operating within the City.

Cable Franchise Fees and Business Licenses Revenue	Actual 2023	Actual 2024	Budget 2025	Actual 2025 Thru June	2026 Budget	Budget \$ Change	Budget % Change
1 Cable Franchise Fees	81,498	75,892	88,000	36,985	80,000	(8,000)	-9.1%
2 Business License	48,000	50,665	54,000	27,320	54,000	-	0.0%
3 Total Franchise/Business License Rev	\$ 129,498	\$ 126,557	\$ 142,000	\$ 64,305	134,000	\$ (8,000)	-5.6%

Other General Fund Revenue

Additional revenue sources within the General Fund include parking fees at Lake Sawyer; gym facility revenue; cemetery fees, and investment interest income. These revenues contribute to supporting various city operations and services within the General Government.

Other General Fund Revenue	Actual 2023	Actual 2024	Budget 2025	Actual 2025 Thru June	2026 Budget	Budget \$ Change	Budget % Change
1 Lake Sawyer Parking Fee	25,390	44,385	40,000	20,399	44,000	4,000	10.0%
2 Gym Revenue	26,742	26,015	35,000	14,125	27,000	(8,000)	-22.9%
3 Cemetery Revenue	7,100	2,050	4,000	250	625	(3,375)	-84.4%
4 Investment Interest	497,336	301,856	404,000	166,472	274,000	(130,000)	-32.2%
5 School Impact Admin Fees	2,000	1,200	4,000	3,600	7,000	3,000	75.0%
6 Other Miscellaneous Fees	1,882	6,265	4,000	5,951	4,000	-	0.0%
7 Total General Other Fund Revenue	\$ 560,450	\$ 381,771	\$ 491,000	\$ 210,797	356,625	\$ (134,375)	-27.4%

Funding Agreement Revenue

Funding Agreement Revenue consists of payments received from the Master Planned Development Team to cover ongoing costs associated with the development.

Funding Agreement Revenue	Actual 2023	Actual 2024	Budget 2025	Actual 2025 Thru June	2026 Budget	Budget \$ Change	Budget % Change
1 Funding Agreement Revenue	887,547	1,026,232	1,186,530	541,114	1,218,985	32,455	2.7%
2 Total Funding Agreement Op. Rev.	\$ 887,547	\$ 1,026,232	\$ 1,186,530	\$ 541,114	1,218,985	\$ 32,455	2.7%

Funding Agreement Consultant Revenue	Actual 2023	Actual 2024	Budget 2025	Actual 2025 Thru June	2026 Budget	Budget \$ Change	Budget % Change
1 Building & Plan Check Services	186,033	288,533	300,000	196,455	300,000	-	0.0%
2 Building Inspector	82,858	15	-	-	-	-	N/A
3 Fiscal Reimbursements	23,820	4,165	50,000	5,396	50,000	-	0.0%
4 Civil Engineering Reimbursements	559,812	684,742	575,000	224,789	575,000	-	0.0%
5 Traffic Reimbursements	100,625	95,109	400,000	17,998	400,000	-	0.0%
6 Legal Reimbursements	102,797	113,972	200,000	35,174	200,000	-	0.0%
7 Environmental Reimbursements	26,835	47,827	50,000	10,993	50,000	-	0.0%
8 Geotech Reimbursements	12,900	38,492	100,000	11,385	100,000	-	0.0%
9 Surveyor Reimbursements	5,607	20,597	80,000	17,443	80,000	-	0.0%
10 Hearing Examiner Reimbursements	22,138	10,225	100,000	4,375	100,000	-	0.0%
11 Total Funded Consultants	\$ 1,123,425	\$ 1,303,678	\$ 1,855,000	\$ 524,006	1,855,000	\$ -	0.0%

Beginning General Fund Revenue

Beginning General Fund Revenue represents the cash and investment balances carried over from the prior year after all expenditures have been accounted for. This starting balance provides the City with funds available to begin the new fiscal year.

Beginning Cash and Investments	Actual 2023	Actual 2024	Budget 2025	Actual 2025 Thru June	2026 Budget	Budget \$ Change	Budget % Change
1 Beg C&I: Restricted- Police Buy Funds	21,908	25,923	25,923	25,923	25,923	-	0.0%
2 Beg C&I: Unassigned- General Gov	5,937,377	7,791,951	8,459,755	7,570,502	8,597,214	137,459	1.6%
3 Beg C&I: Unassigned- Developer	63,000	63,000	63,000	63,000	63,000	-	0.0%
4 Total Beginning Fund Balance	\$ 6,022,284	\$ 7,880,874	\$ 8,548,678	\$ 7,659,424	8,686,137	\$ 137,459	1.6%

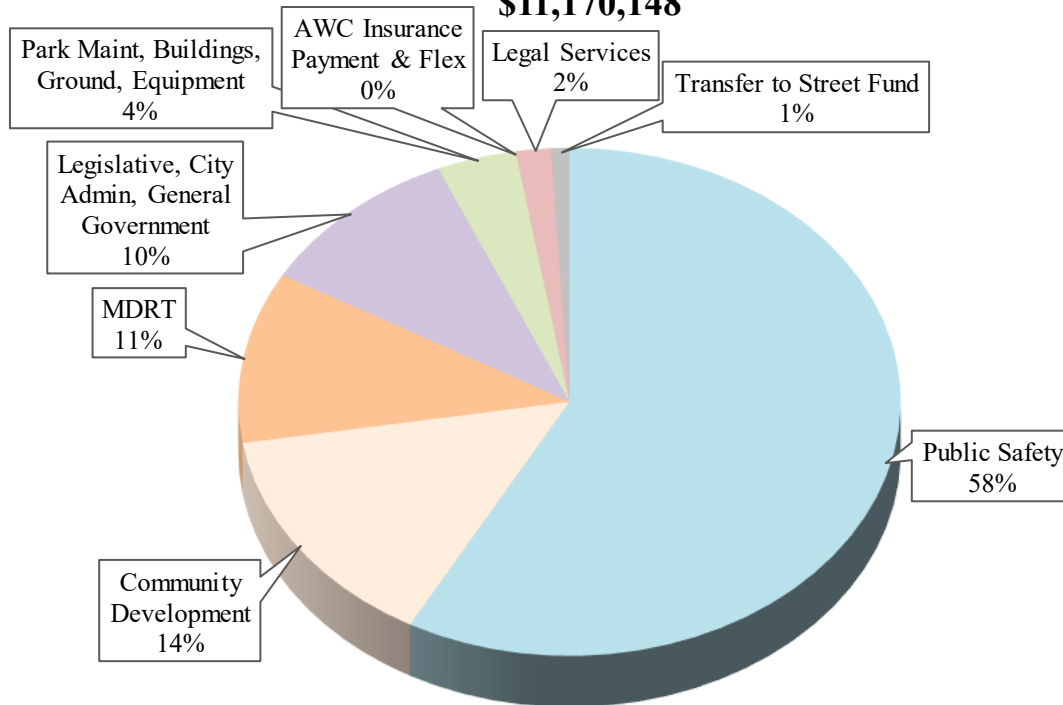
Total General Fund Sources of Revenue	Actual 2023	Actual 2024	Budget 2025	Actual 2025 Thru June	2026 Budget	Budget \$ Change	Budget % Change
1 Total General Fund Sources	\$ 17,656,560	\$ 18,393,763	\$ 20,915,569	\$ 13,541,084	21,341,113	\$ 425,544	2.0%

General Fund Expenditures

Expenditure Comparisons 2023 - 2026 by Function

	Actual 2023	Actual 2024	Budget 2025	Budget 2026	% of Total
1 Public Safety	4,737,469	5,247,520	5,860,770	6,477,578	58.0%
2 Community Development	1,374,731	1,301,041	1,586,666	1,609,327	14.4%
3 MDRT	943,407	1,000,376	1,121,637	1,218,985	10.9%
4 Legislative, City Admin, General Government	751,090	737,417	1,082,390	1,139,005	10.2%
5 Park Maint, Buildings, Ground, Equipment	343,289	444,362	470,044	433,753	3.9%
7 AWC Insurance Payment & Flex	8,176	-	604,952	-	0.0%
6 Legal Services	134,290	159,919	164,500	191,500	1.7%
8 Transfer to Street Fund	100,000	200,000	150,000	100,000	0.9%
9 Total General Fund Operations	8,392,452	9,090,634	11,040,959	11,170,148	100.0%

2026 Total GF Expenditure Budget Excluding MDRT Consultants
\$11,170,148



	Actual 2023	Actual 2024	Budget 2025	Budget 2026	% of Total
10 Public Safety	4,737,469	5,247,520	5,860,770	6,477,578	100.0%
Police Department	3,035,896	3,358,447	3,793,520	3,985,015	61.5%
11 Fire Department	1,174,068	1,193,627	1,318,961	1,396,586	21.6%
12 Court/Prosecuting Attorney & Public Defender	437,093	534,046	711,116	937,077	14.5%
13 Mental Health/Covid 19/Animal Control	90,411	161,400	37,173	158,900	2.5%
14 Total Public Safety Operations	4,737,469	5,247,520	5,860,770	6,477,578	100.0%

General Fund – Department Level Expenditure Summaries

Legislative – City Council - Expenditures

This department budget supports the City Council, comprised of seven elected Councilmembers who serve four-year terms at large and represent all residents of Black Diamond.

The City Council conducts regular meetings and work sessions each month to carry out City business. Key responsibilities include approving the annual budget; authorizing inter-local agreements and contracts; deliberating on; and adopting ordinances and resolutions that establish City policies.

Councilmembers receive a monthly stipend of \$160, while the Mayor Pro Tem receives \$200 per month.

Originally consisting of five members, the Council expanded to seven members in the fall of 2019.

Legislative - City Council Expenditures	Actual 2023	Actual 2024	Budget 2025	Actual 2025 thru June	Budget 2026	Budget \$ Change	Budget % Change
1 Wages	13,520	13,600	13,920	6,880	13,920	0	0.0%
2 Benefits	1,161	1,181	1,481	603	1,501	20	1.4%
3 Salaries and Benefits	14,681	14,781	15,401	7,483	15,421	20	0.1%
4 Charges for Services	1,671	6,384	8,606	618	7,100	(1,506)	-17.5%
5 Total Legislative Expenditures	\$16,352	\$21,164	\$24,007	\$8,101	\$22,521	-\$1,486	-6.2%

Executive – Mayor’s Office - Expenditures

The Mayor serves as the Chief Executive Officer of Black Diamond and is directly elected by the city’s residents to a four-year term. Key responsibilities of the Mayor include overseeing City administration; presiding over all City Council meetings; signing and enforcing ordinances; appointing and removing appointed officials; signing contracts on behalf of the City; representing Black Diamond at meetings and events outside the city.

The Mayor receives a monthly stipend of \$1,000. Additional budgeted expenses include membership fees, travel, and training costs, such as attendance at the Association of Washington Cities Annual Conference and the Mayor’s Exchange.

Executive - Mayor's Office Expenditures	Actual 2023	Actual 2024	Budget 2025	Actual 2025 thru June	Budget 2026	Budget \$ Change	Budget % Change
1 Wages	12,000	12,000	12,000	6,000	12,000	-	0.0%
2 Benefits	1,123	1,147	1,354	581	1,372	18	1.3%
3 Salaries and Benefits	13,123	13,147	13,354	6,581	13,372	18	0.1%
4 Office and Operating Supplies	-	-	100	49	100	0	0.0%
5 Charges for Services	2,704	1,681	3,062	583	2,800	(262)	-8.6%
6 Total Mayoral Office Expenditures	\$15,827	\$14,828	\$16,516	\$7,213	\$16,272	-\$244	-1.5%

Administration – City Administrator – Expenditures

The total budget for the City Administrator position is \$272,282. Of this amount, 40% of the salary and benefit costs are allocated to the City’s Utility Funds, including Streets, Water, Sewer, and Stormwater.

Administration - City Administrator Expenditures		Actual 2023	Actual 2024	Budget 2025	Actual 2025 thru June	Budget 2026	Budget \$ Change	Budget % Change
1	Wages	-	-	125,559	16,920	128,116	2,557	2.0%
2	Benefits	-	-	43,027	6,184	38,404	(4,623)	-10.7%
3	Salaries and Benefits	-	-	168,586	23,104	166,520	(2,066)	0.0%
4	Office and Operating Supplies	-	-	2,250	2,300	1,500	(750)	-33.3%
5	Charges for Services	-	700	24,400	648	104,262	79,862	327.3%
6	Total City Administrator Expenditures	\$0	\$700	\$195,236	\$26,052	\$272,282	\$77,046	39.5%

General Government - Expenditures

For the purposes of this document, General Government includes the following departments City Clerk, Finance, Human Resources, Utility Billing, Information Technology, Central Services. Central Services is not a traditional department with dedicated staff or operations. Instead; Central Services functions as a centralized cost center that manages shared expenses for General Fund departments. These shared costs include copier usage, postage, advertising, utilities, custodial services, building insurance, credit card processing, and banking fees. Additionally, some costs that benefit multiple departments or enterprise funds are initially paid by Central Services and then allocated proportionally across those departments.

General Government Expenditures		Actual 2023	Actual 2024	Budget 2025	Actual 2025 thru June	Budget 2026	Budget \$ Change	Budget % Change
1	Wages	455,512	408,875	427,891	192,819	426,820	(1,071)	-0.3%
2	Benefits	160,132	153,779	171,803	76,771	161,673	(10,130)	-5.9%
3	Total Salaries and Benefits	615,644	562,654	599,694	269,590	588,493	(11,201)	-1.9%
4	Office and Operating Supplies	15,835	33,273	58,300	9,654	60,300	2,000	3.4%
5	Charges for Services	63,523	104,798	161,637	67,413	149,137	(12,500)	-7.7%
6	Voter Costs and Registration	23,910	-	27,000	26,981	30,000	3,000	11.1%
7	Total General Government Expenditures	\$718,911	\$700,725	\$846,631	\$373,638	\$827,930	-\$18,701	-2.2%
8	By Department							
9	City Clerk	185,925	173,549	231,984	121,311	242,739	10,755	4.6%
10	Finance Department	418,247	393,614	413,676	174,747	400,481	(13,195)	-3.2%
11	Information Technology	79,066	89,508	149,435	52,595	151,742	2,307	1.5%
12	Central Services	35,673	44,054	51,536	24,985	32,968	(18,568)	-36.0%
13	Total General Government Expenditures	\$718,911	\$700,725	\$846,631	\$373,638	\$827,930	-\$18,701	-2.2%

Police Department – Expenditures

Our Vision

With our values at the forefront, the Black Diamond Police Department strives to be an open, friendly, and community-minded organization dedicated to providing quality public service. We aspire to be a model of character and service by developing professional knowledge and leadership skills at every level. We are committed to fostering public trust and confidence through professional conduct, responsiveness to community needs, and accountability.

Our Mission

The Black Diamond Police Department is committed to maintaining the trust and confidence of our citizens through proactive policing and adherence to our core values:

- Integrity: Committed to providing quality service by consistently holding ourselves to the highest moral and ethical principles.
- Professionalism: Committed to providing the community with exceptional law enforcement by developing our personnel through effective training and leadership.
- Excellence: Committed to providing innovative solutions to issues by working in partnership with our community.
- Teamwork: Committed to providing a quality work environment by promoting coordination, cooperation, and communication with our members.

2026 Budget Goals

The Black Diamond Police Department budget is a direct reflection of our commitment to earning and maintaining the trust and confidence of our community through proactive policing and adherence to our core values. It supports key priorities, including:

- Investing in staff training and professional development
- Preparing for the future through effective succession planning
- Meeting critical equipment and operational needs
- Utilizing technology to enhance efficiency and service
- Strengthening community outreach and engagement
- Enhancing traffic safety, visibility, enforcement, and response times

Police Budget

The increases within the Police Department budget are primarily within wages and benefits. These increases are due to anticipations within the union contract with an agreement upon a Cost-of-Living Adjustment (COLA) and other miscellaneous benefit increases, as well as regular step progression, and liability insurance.

Police Department Expenditures		Actual 2023	Actual 2024	Budget 2025	Actual 2025 thru June	Budget 2026	Budget \$ Change	Budget % Change
1	Wages	1,658,028	1,877,237	1,996,262	955,660	2,160,180	163,918	8.2%
2	Benefits	610,125	696,332	778,376	364,375	881,178	102,802	13.2%
3	Salaries and Benefits	2,268,153	2,573,570	2,774,638	1,320,034	3,041,358	266,720	9.6%
4	Office and Operating Supplies	107,708	109,315	127,000	37,441	124,400	(2,600)	-2.0%
5	Charges For Services	221,460	214,295	289,687	173,645	247,821	(41,866)	-14.5%
6	Capital Outlay	-	-	4,500	-	3,000	(1,500)	-33.3%
7	Debt Service to Sewer Reserves	-	-	-	-	-	0	0.0%
8	Transfer to Equip Replace Fund	100,000	100,000	100,000	-	-	(100,000)	-100.0%
9	Subtotal Police Expenditures	\$2,697,321	\$2,997,180	\$3,295,825	\$1,531,121	\$3,416,579	120,754	3.7%
10	Jail Costs	43,738	43,738	103,000	69,009	103,000	0	0.0%
11	Building Maintenance	39,951	40,182	43,000	75,172	58,720	15,720	36.6%
12	Civil Service	1,821	6,728	4,500	310	16,000	11,500	255.6%
13	Communications	197,929	204,751	250,445	84,412	263,616	13,171	5.3%
14	Marine Program	26,282	28,629	25,500	12,525	33,750	8,250	32.4%
15	Criminal Justice	28,854	37,239	71,250	37,989	93,350	22,100	31.0%
16	Evidence Room & Special funds	-	-	-	-	-	-	-
17	Total Police Department Expenditures	\$3,035,896	\$3,358,447	\$3,793,520	\$1,810,538	\$3,985,015	\$191,495	10.6%

Fire Department - Expenditures

The City of Black Diamond contracts with Mountain View Fire and Rescue, formerly King County Fire District No. 44, to provide comprehensive fire services. The department's responsibilities include providing a minimum of two personnel on duty 24 hours a day, seven days a week in Black Diamond and providing rescue, fire suppression, fire prevention, fire marshal services, emergency medical services, disaster services, hazardous materials response, dispatch services, administrative services, and public education activities to citizens. Fire investigation services are contracted through the King County Sheriff's Department.

The 2026 budget reflects a 5% Cost-of-Living Adjustment (COLA) increase, as stipulated in the contract with Mountain View Fire and Rescue that began in 2022. Additionally, expenditures for breathing apparatuses and related equipment have been reclassified under Capital Expenditures.

Fire Department Expenditures	Actual 2023	Actual 2024	Budget 2025	Actual 2025 thru June	Budget 2026	Budget \$ Change	Budget % Change
1 MT. View Fire District Contract	1,075,290	1,129,055	1,283,961	641,980	1,359,586	75,625	5.9%
2 Building Repair and Maintenance	-	59,129	30,000	9,596	30,000	0	N/A
3 Charges for Services	23,778	5,444	5,000	4,222	7,000	2,000	40.0%
4 Transfer to Fire Study	75,000	-	-	-	-	0	N/A
5 Total Fire Department Expenditures	\$1,174,068	\$1,193,627	\$1,318,961	\$655,799	\$1,396,586	\$77,625	5.9%



Black Diamond Aid Car

Legal Department – Expenditures

The City Attorney provides civil legal service, including:

- Preparing and reviewing ordinances and other legal documents involving the City
- Maintaining current legal research resources, including tracking state legislation with municipal impact
- Handling personnel-related legal matters

A portion of legal costs are allocated to the Master Development Review Team (MDRT), Street, and Enterprise Funds.

The increase in this year's budget is primarily due to a general increase in operational activity and the resumption of union negotiations in 2026.

	Legal Service Expenditures	Actual 2023	Actual 2024	Budget 2025	Actual 2025 thru June	Budget 2026	Budget \$ Change	Budget % Change
1	General Government	51,459	56,915	68,000	64,852	80,000	12,000	17.6%
2	Appeals, Lawsuits and Public Disclosures	32,152	35,216	59,500	15,982	70,500	11,000	18.5%
3	Union/General Employment	20,480	30,852	7,000	13,160	38,000	31,000	442.9%
4	Code Enforcement	30,200	36,936	30,000	697	3,000	(27,000)	-90.0%
5	Total Legal Service Expenditures	\$134,290	\$159,919	\$164,500	\$94,691	\$191,500	\$27,000	16.4%

Municipal Court – Expenditures

The Black Diamond Municipal Court is a court of limited jurisdiction, handling cases involving infractions, misdemeanors, and gross misdemeanors. The Municipal Court does not manage felonies, felony cases are filed and adjudicated in King County Superior Court. The court operates adjacent to the Police Department on Lawson Street. Court sessions are held publicly on the 2nd, 3rd, and 4th Wednesdays of each month, and is conducted by using a mixture of in-person and video hearings.

The court budget includes contracted services for a judge, a court administrator, and both full-time and part-time judicial specialists. This budget also covers security services and other miscellaneous expenses such as interpreters, office supplies, and training and anticipated costs that may be incurred from the undertaking of Maple Valley's court services.

This budget incorporates a state appropriation of \$81,440 from the Administrative Office of the Courts, specifically dedicated to supporting the Therapeutic Court program.

Municipal Court Expenditures		Actual 2023	Actual 2024	Budget 2025	Actual 2025 thru June	Budget 2026	Budget \$ Change	Budget % Change
1	Wages	171,460	202,320	230,492	119,164	389,147	158,655	68.8%
2	Benefits	69,957	81,803	90,444	53,425	176,879	86,435	95.6%
3	Salaries and Benefits	\$241,417	\$284,123	\$320,936	\$172,589	\$566,026	245,090	76.4%
4	Office and Operating Supplies	1,376	2,927	4,100	653	3,300	(800)	-19.5%
5	Charges for Services	82,851	103,846	165,220	70,733	160,811	(4,409)	-2.7%
6	Police Security	4,143	4,143	12,000	8,812	24,000	12,000	100.0%
7	Technology Improvement: AOC Grant	4,749	4,749	-	-	-	0	N/A
8	Therapeutic Court: AOC Grant	16,884	16,884	93,860	36,027	81,440	(12,420)	-13.2%
9	Total Municipal Court Exp	\$351,418	\$416,671	\$596,116	\$288,814	\$835,577	\$239,461	40.2%
Municipal Court Legal Services		Actual 2023	Actual 2024	Budget 2025	Actual 2025 thru June	Budget 2026	Budget \$ Change	Budget % Change
10	Prosecuting Attorney	40,800	46,000	45,000	28,000	46,000	1,000	2.2%
11	Public Defender	44,875	71,375	70,000	16,200	55,500	(14,500)	-20.7%
12	Total Court Legal	\$85,675	\$117,375	\$115,000	\$44,200	\$101,500	-\$13,500	-11.7%

Community Development - Expenditures

The Community Development Department oversees the City's long-range planning efforts and manages land use and building permitting functions. Key responsibilities include processing development applications and building permits; supporting the City Planning Commission; conducting code enforcement to address nuisances, zoning violations, and other compliance issues.

This department plays a central role in guiding the City's growth and ensuring development aligns with the Black Diamond Comprehensive Plan and the Black Diamond Municipal Code.

Community Development Expenditures	Actual 2023	Actual 2024	Budget 2025	Actual 2025 thru June	Budget 2026	Budget \$ Change	Budget % Change
1 Wages	494,220	552,815	823,293	236,971	840,652	17,359	2.1%
2 Benefits	205,368	192,758	370,049	75,941	366,876	(3,173)	-0.9%
3 Salaries and Benefits	699,588	745,573	1,193,342	\$312,911	\$1,207,528	14,186	1.2%
4 Office and Operating Supplies	4,412	7,185	9,396	1,440	12,750	3,354	35.7%
5 Charges for Services	367,811	398,284	383,928	246,694	389,049	5,121	1.3%
6 Vehicles	27,920	-	-	-	-	0	N/A
7 Transfer out for Comp Plan Project	275,000	150,000	-	-	-	0	N/A
8 Total Community Dev. Expenditures	\$1,374,731	\$1,301,041	\$1,586,666	\$561,045	\$1,609,327	\$22,661	1.4%
9 By Department							
10 Code Enforcement	28,065	39,996	71,786	5,372	55,996	(15,790)	-22.0%
11 Permitting	753,452	712,683	1,005,671	405,446	917,714	(87,957)	-8.7%
12 Long Range Planning	576,980	544,162	494,209	145,878	620,617	126,408	25.6%
13 Hearing Examiner	16,234	4,200	15,000	3,750	15,000	0	0.0%
14 Total Charges for Services	\$1,374,731	\$1,301,041	\$1,586,666	\$560,446	\$1,609,327	\$22,661	1.4%



Master Development Review Team – Expenditures

The Master Development Review Team (MDRT) was established to provide dedicated oversight and coordination for Black Diamond's two Master Planned Developments: Ten Trails and Lawson Hills. This team is fully funded by the developers, with 100% of expenditures reimbursed through developer contributions.

The MDRT works closely with specialized consultants in the areas of: financial analysis; civil and traffic engineering; environmental review; surveying; and geotechnical services. These consultants support the City's staff in reviewing and managing development activities in accordance with the approved development agreements.

MDRT Review Team: Funding Agreement Expenditures		Actual 2023	Actual 2024	Budget 2025	Actual 2025 thru June	Budget 2026	Budget \$ Change	Budget % Change
1	Wages	574,851	681,352	720,211	331,254	748,443	28,232	3.9%
2	Benefits	190,050	206,243	223,061	106,501	211,982	(11,079)	-5.0%
3	Salaries and Benefits	764,901	887,594	943,272	\$437,756	\$960,426	17,154	1.8%
4	Office and Operating Supplies	10,489	7,703	14,000	4,359	14,000	0	0.0%
5	Charges for Service	168,018	105,078	164,365	85,425	202,082	37,717	22.9%
6	Total MDRT Expenditures	\$943,407	\$1,000,376	\$1,121,637	\$527,539	\$1,176,508	\$54,871	4.9%

MDRT Consultants: Funding Agreement Expenditures		Actual 2023	Actual 2024	Budget 2025	Actual 2025 thru June	Budget 2026	Budget \$ Change	Budget % Change
1	MDRT Legal Services	113,271	78,449	200,000	35,446	200,000	0	0.0%
2	MDRT Fiscal Analysis	24,195	4,981	50,000	645	50,000	0	0.0%
3	MDRT Civil Engineering	602,619	649,449	575,000	232,128	575,000	0	0.0%
4	MDRT Traffic Engineering	95,497	72,441	400,000	7,793	400,000	0	0.0%
5	MDRT Environmental Consultant	31,615	46,847	50,000	7,193	50,000	0	0.0%
6	MDRT Geotech	15,450	40,433	100,000	7,210	100,000	0	0.0%
7	MDRT Surveyor	11,036	25,030	80,000	6,198	80,000	0	0.0%
8	Hearing Examiner	11,213	10,263	100,000	-	100,000	0	0.0%
9	MDRT- Prof Svcs - Planning	222,593	306,365	300,000	167,262	300,000	0	0.0%
10	MDRT Building Inspector	-	-	-	-	-	0	N/A
11	Total MDRT Consultant Expenditures	\$695,402	\$1,234,257	\$1,855,000	\$463,874	\$1,855,000	\$0	0.0%



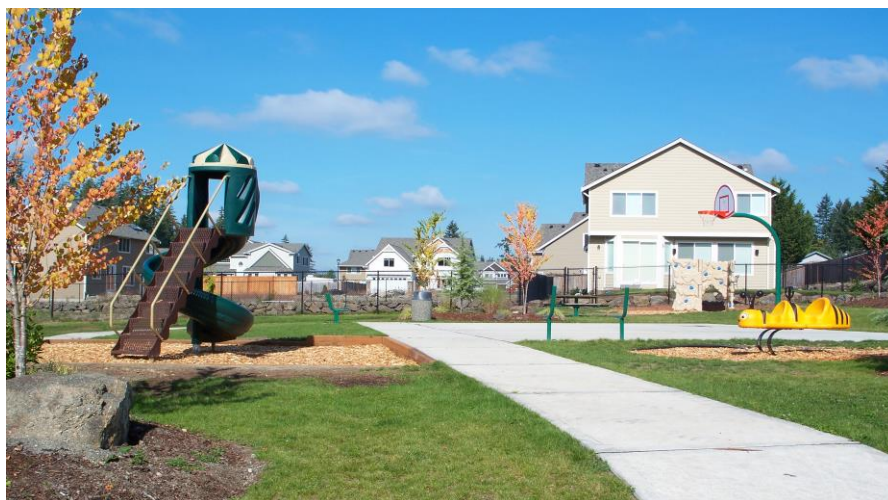
Roundabout with Mt. Rainier
Courtesy of Craig Goodwin

Parks Department - Expenditures

The Parks Department is responsible for the operation and maintenance of a wide range of recreational and community amenities, including: basketball and tennis courts; skate park and BMX track; three picnic areas and a boat launch; five coal car city entry monuments; swimming area and 143 acres of passive lakefront park with trails; City Center Viewing Park and Historical Monument Park; two playground facilities; and landscaping of multiple properties and resource lands. This department also provides insurance, utilities, and maintenance for the City Gym; and utilities and insurance for the Black Diamond Historical Museum.

The 2026 budget increases are primarily due to step increases in employee allocations and changes in employee allocations across funds.

Parks Department Expenditures	Actual 2023	Actual 2024	Budget 2025	Actual 2025 thru June	Budget 2026	Budget \$ Change	Budget % Change
1 Wages	47,479	116,411	138,391	56,095	147,706	9,315	6.7%
2 Benefits	15,984	37,305	38,755	19,020	46,631	7,876	20.3%
3 Salaries and Benefits	\$63,463	\$153,716	\$177,146	\$75,115	\$194,337	\$17,191	9.7%
4 Office and Operating Supplies	14,568	16,310	21,671	2,759	19,630	(2,041)	-9.4%
5 Charges for Services	90,531	103,438	149,838	77,007	135,110	(14,728)	-9.8%
6 Planning & Mini Development	8,389	25,013	17,500	-	15,000	(2,500)	-14.3%
7 Transfer to Equipment Rental	17,500	20,000	20,000	20,000	-	(20,000)	-100.0%
8 Total Parks Expenditures	\$194,451	\$318,477	\$386,155	\$174,881	\$364,077	-\$22,078	-5.7%
9 By Department							
10 Museum	17,156	16,228	20,987	13,281	20,409	(578)	-2.8%
11 Community Event Supplies	1,068	3,508	1,500	-	1,500	0	0.0%
12 Community Center	19,000	23,000	23,000	23,000	23,000	0	0.0%
13 Labor Day/Miner Day	3,383	2,477	4,000	-	3,500	(500)	-12.5%
14 Community Arts Support	-	-	1,000	-	500	(500)	-50.0%
15 Gym	20,517	33,542	39,999	15,682	32,861	(7,138)	-17.8%
16 Lake Sawyer Maintenance	14,196	40,694	45,087	16,149	50,879	5,792	0.0%
17 Parks Maintenance	110,742	174,015	233,082	106,769	216,429	(16,653)	-7.1%
18 Parks Planning & Mini Development	8,389	25,013	17,500	-	15,000	(2,500)	-14.3%
19 Total Charges for Services	\$194,451	\$318,477	\$386,155	\$174,881	\$364,077	-\$22,078	-5.7%



Eagle Creek Park

Black Diamond Cemetery – Expenditures

The City of Black Diamond owns and maintains the Black Diamond Historical Cemetery, located on Cemetery Hill Road off Roberts Drive. The earliest gravestone dates back to 1880 and now contains over 1,100 graves. The tombstones show cultural diversity and tragedy that existed in town when coal mining was at its peak. At least half a dozen graves belong to those of mine workers who died in explosions in 1902, 1910 and 1915. Graves mark residents who came from countries such as Italy, Australia, Russia and Germany. A Civil War veteran was laid to rest there, as well as children who died in the early 1900s due to epidemics of smallpox and influenza.

The City operates and maintains the historic Black Diamond Cemetery. This involves coordinating burials, selling of plots, providing physical burial, and maintaining the grounds. Burial and niche fees are structured to recover the costs associated with providing these services. The 2026 budget increases are primarily due to a progression of salary steps, and a change in employee allocations.

Cemetery Expenditures	Actual 2023	Actual 2024	Budget 2025	Actual 2025 thru June	Budget 2026	Budget \$ Change	Budget % Change
1 Wages	10,048	32,544	38,834	17,885	40,698	1,864	4.8%
2 Benefits	3,473	11,359	13,689	6,404	12,702	(987)	-7.2%
3 Salaries and Benefits	13,521	43,904	52,523	\$24,289	\$53,400	877	1.7%
4 Office and Operating Supplies	2,289	3,232	15,140	3,111	3,915	(11,225)	-74.1%
5 Charges for Services	3,823	6,139	7,094	5,809	12,360	5,266	74.2%
6 Total Cemetery Expenditures	\$19,633	\$53,275	\$74,757	\$33,209	\$69,675	(\$5,082)	-6.8%



Tomb of the unknown soldier: Never Forget Garden

This garden is a living tribute to all of America's veterans and their families. In silence and respect, this is a place to remember why millions of Americans have fought and died for our liberty and our freedom. Here we renew our mutual pledge to support them with: "Our lives, our fortunes, and our sacred honor."

Facilities, Rent and Maintenance, and Special Programs - Expenditures

The City of Black Diamond's Facilities Department is responsible for the long-term planning of the City's building and equipment needs by taking of all department's repairs, replacements and installations of fixtures, furniture and equipment. The decrease in this budget, beginning in 2025, is due to a change in employee allocations, as well as the reallocation of other expenditures. As of the 2026 Budget, this cost center, and its responsibilities will be entirely reallocated to other departments.

Facilities, Grounds and Building Expenditures		Actual 2023	Actual 2024	Budget 2025	Actual 2025 thru June	Budget 2026	Budget \$ Change	Budget % Change
1	Wages	47,066	47,066	-	-	-	0	N/A
2	Benefits	14,753	14,753	-	-	-	0	N/A
3	Total Salaries and Benefits	61,819	61,819	-	\$0	\$0	0	N/A
4	Office and Operating Supplies	6,829	6,468	2,000	87	-	(2,000)	-100.0%
5	Building Lease & Maint., Equip Leases	131,298	(6,672)	-	-	-	0	0.0%
6	Alloc of Bld Lease & Maint., Equip Leases	(70,741)	10,995	7,132	5,049	-	(7,132)	-100.0%
7	Total Facilities Expenditures	\$129,205	\$72,610	\$9,132	\$5,136	\$0	-\$9,132	-100.0%

Special Programs - Expenditures

The Special Programs category functions as a cost center, similar to Central Services, rather than an operational department. It is used to capture City expenditures that do not fall neatly within the scope of a single department but still support overall community well-being.

Historically, Special Program expenditures have been categorized under Public Safety, as they are generally associated with the physical well-being of Black Diamond residents. These may include initiatives, services, or support efforts that promote health, safety, and quality of life across the community.

Special Program Expenditures	Actual 2023	Actual 2024	Budget 2025	Actual 2025 thru June	Budget 2026	Budget \$ Change	Budget % Change
1 Emergency Management	3,288	1,588	8,700	532	4,700	(4,000)	-46.0%
2 Recycling Costs	18,675	15,676	17,000	4,356	18,000	1,000	5.9%
3 Clean Air Assessment	-	10,797	12,000	6,796	12,500	500	4.2%
4 Animal Control	-	35,339	22,000	-	22,000	0	0.0%
5 Mental Health	26,773	27,011	101,700	25,489	101,700	0	0.0%
6 COVID-19 Related Costs	-	-	-	-	-	0	N/A
7 Total Special Program Expenditures	\$48,736	\$90,411	\$161,400	\$37,173	\$158,900	-\$2,500	-1.5%

Ending Fund Balance and General Fund Totals	Actual 2023	Actual 2024	Budget 2025	Actual 2025 thru June	Budget 2026	Budget \$ Change	Budget % Change
1 Ending Cash and Invest Police Buy Fund	25,923	25,923	19,412	19,412	19,412	0	0.0%
2 Ending Cash and Invest Unreserved	7,916,390	7,570,502	6,166,261	8,603,725	8,076,160	1,909,899	31.0%
3 Ending Cash and Invest Developer	63,000	63,000	63,000	63,000	63,000	0	0.0%
4 Total Ending Fund Balance	8,005,313	7,659,424	6,248,673	8,686,137	8,158,572	1,909,899	30.6%

Total General Fund Uses of Expenditure	Actual 2023	Actual 2024	Budget 2025	Actual 2025 thru June	Budget 2026	Budget \$ Change	Budget % Change
1 Total General Fund Uses of Expenditure	\$17,656,560	\$18,236,413	\$19,333,752	19,566,660	21,341,113	\$2,007,360	10.4%



Kevin Esping at the Lake Sawyer Parking Pay Station

Special Revenue Funds

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

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



Street Fund

The Street Fund is a special revenue fund, but operates like an operational fund. The responsibilities of the Street Fund include maintaining, planning, and improvement of the City's public streets and sidewalks. Major maintenance activities include maintaining street signs, pavement stripings and markings, and streetlights; controlling; roadside brush, trees and vegetation; repairing and maintaining pavement, sidewalks, signals and shoulder grading; and performing grading and draining maintenance. Additional responsibilities include: managing the public right-of-way; conducting street capital planning and project prioritization; seeking and managing transportation-related grant funding; and addressing traffic safety concerns throughout the City.

The Street Department is primarily funded through revenues from state-shared gas tax revenue and Transportation Benefit District (TBD) car tab fees. However, like many cities across Washington, Black Diamond continues to face challenges in meeting rising street maintenance costs, as gas tax revenues have not kept pace with inflation and infrastructure needs; hence, why this fund is heavily supplemented by the General Fund, REET II, and the Transportation Benefit District.

Street Fund 101	2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1 REVENUE								
2 Beginning Cash and Investments	325,924	450,146	310,753	405,754	405,754	284,350	(26,403)	-8.5%
3 Street Gas Tax	113,782	121,769	120,000	58,597	120,000	120,000	-	0.0%
4 Right of Way Permit	12,922	15,953	12,500	7,288	14,000	14,000	1,500	12.0%
5 Other Permits and Misc Rev	23,674	41,009	39,000	16,268	9,000	32,100	(6,900)	-17.7%
6 Subtotal Operating Revenue	150,378	178,731	171,500	82,153	143,000	166,100	(5,400)	-3.1%
7 LGIP Investment Interest	13,282	18,518	11,000	6,151	11,000	8,000	(3,000)	-27.3%
8 Transfer in From TBD Fund	150,000	196,519	250,000	100,000	250,000	280,000	30,000	12.0%
9 Transfer in from General Fund	200,000	200,000	150,000	150,000	150,000	100,000	(50,000)	-33.3%
10 Transfer in REET II	100,000	100,000	100,000	100,000	100,000	100,000	-	0.0%
11 Insurance Claim/Recovery	5,280	-	-	-	-	-	-	0.0%
12 Total Revenue	618,939	693,768	682,500	438,303	654,000	654,100	(28,400)	-4.2%
13 Total Street Fund Sources	\$944,863	\$1,143,914	\$993,253	\$844,057	\$1,059,754	\$938,450	(\$54,803)	-5.5%

Street Fund 101	2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1 Expenditures								
2 Wages	186,177	273,257	336,954	148,052	318,357	309,780	(27,174)	-8.1%
3 Benefits	77,628	105,859	127,579	59,877	127,185	120,494	(7,085)	-5.55%
4 Salary and Benefits	263,806	379,116	464,533	207,929	445,542	430,274	(34,259)	-7.4%
5 Supplies	45,073	24,363	36,325	7,586	24,875	29,600	(6,725)	-18.5%
6 Services & Charges	161,318	235,072	223,009	105,468	213,889	231,307	8,298	3.72%
7 Subtotal Operating Expenditures	470,196	638,551	723,867	320,983	684,306	691,181	(32,686)	-4.5%
8 Copier, Building & Property Lease	2,940	19,609	20,242	10,087	21,098	16,856	(3,386)	N/A
9 Transfer out to PW Building Improvements	-	25,000	10,000	10,000	10,000	-	(10,000)	-100.00%
10 Transfer out to Capital Equip Replacement	35,000	55,000	60,000	60,000	60,000	-	(60,000)	-100.00%
11 Total Street Fund Expenditures	508,136	738,160	814,109	401,069	775,404	708,037	(106,072)	-13.0%
12 25% Reserved Operating Cash & Investments	141,059	159,638	180,967	160,491	171,077	172,795	(8,171)	-4.52%
13 Unreserved Cash and Investments	154,610	246,116	(1,823)	282,497	113,274	57,617	59,440	3261%
14 Ending Cash & Investments	295,669	405,754	179,144	442,988	284,350	230,413	51,269	28.6%
15 Total Street Fund Uses	\$944,863	\$1,143,914	\$993,253	\$844,057	\$1,059,754	\$938,450	(\$54,803)	-5.5%
16 Net Surplus/Deficit	\$110,803	-\$44,392	-\$131,609	\$37,234	-\$121,404	-\$53,937	\$77,672	59.0%

Fire Impact Fee Fund

The Fire Impact Fee Fund was established in accordance with City Ordinance 12-980 to ensure that new development and building expansions within Black Diamond contribute to the cost of expanding fire protection services. Fire impact fees are assessed on new construction and the expansion of developed properties. As an example, for a standard residential home without a sprinkler system, the fee is \$2,878.15. The fee structure is based on the findings of a 2011 Fire Impact Fee Study, which established a methodology that aligns with Washington State law and the City's municipal code.

Collected fees are reserved for growth-related capital expenses, such as fire protection equipment or facility upgrades or expansion. The City is currently accumulating these funds to support the future purchase and development of fire-related infrastructure necessary to meet service demands from population and development growth. Due to high costs and the number of capital items the City needs, impact fees are sometimes combined with other City resources to fully fund capital expenditures.

Fire Impact Fee Fund 107	2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1 REVENUE								
2 Beginning Cash and Investments	1,239,869	1,142,030	1,402,030	1,302,154	1,302,154	680,154	(721,876)	-51.5%
3 Fire Impact Fees - Non MPD	135,556	(1,151)	150,000	41,238	80,000	100,000	(50,000)	-33.3%
4 Fire Impact Fees - MPD	212,446	256,155	250,000	184,998	340,000	390,000	140,000	56.0%
5 Interest Income	64,184	65,120	12,000	30,760	58,000	14,700	2,700	22.5%
6 Subtotal Fire Impact Fee Revenue	412,186	320,124	412,000	256,997	478,000	504,700	92,700	22.5%
7 Total Fire Impact Fee Sources	\$1,652,055	\$1,462,154	\$1,814,030	\$1,559,151	\$1,780,154	\$1,184,854	(\$629,176)	-34.7%

Fire Impact Fee Fund 107	2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1 Expenditures								
2 Trf Out: MPD - Aid Car & Brush Truck	-	-	-	-	-	-	-	0.0%
3 Trf Out: Non MPD - Deposit for New Engine & Used	-	-	-	-	-	-	-	0.0%
4 Fire Station Land Purchase - MPD	510,000	-	-	-	-	-	-	0.0%
5 Trf Out: Breathing Apparatuses	-	160,000	-	-	-	-	-	0.0%
6 Trf Out: Future Fire Equipment and Building	-	-	1,814,030	-	1,100,000	800,000	(1,014,030)	-55.9%
7 Subtotal Fire Impact Fee Expenditures	510,000	160,000	1,814,030	-	1,100,000	800,000	(1,014,030)	-55.9%
8 Ending Cash & Investments	1,142,030	1,302,154	-	1,559,151	680,154	384,854	384,854	0.0%
9 Total Fire Impact Fee Uses	\$1,652,030	\$1,462,154	\$1,814,030	\$1,559,151	\$1,780,154	\$1,184,854	(\$629,176)	-34.7%
10 Net Surplus/Deficit	-\$97,814	\$160,124	-\$1,402,030	\$256,997	-\$622,000	-\$295,300	\$1,106,730	78.9%



Breaking Ground for the New Fire Station

Transportation Benefit District Fund

In 2015, the Black Diamond City Council enacted Ordinance 15-1057, establishing the Black Diamond Transportation Benefit District (TBD), along with Resolution 15-01, which authorized a \$20 car tab fee. This fee was increased to \$40 beginning January 2025 to address the growing gap between street maintenance needs and declining state gas tax revenues. The TBD Fund receives revenue from the \$40 vehicle license fee paid by Black Diamond residents when renewing car tabs. Black Diamond is among more than 90 cities in Washington State that have implemented TBDs to help fund essential transportation needs.

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

Transportation Benefit District Fund (TBD Fund) 108	2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1 REVENUE								
2 Beginning Cash and Investments	78,497	60,907	93,907	-	-	1,600	(92,307)	-98.3%
3 TBD Car Tab Fees	127,962	132,309	270,000	118,506	250,000	245,000	(25,000)	-9.3%
4 TBD Investment Interest	4,447	3,304	2,250	855	1,600	1,500	(750)	-33.3%
5 Subtotal TBD Revenue	132,409	135,612	272,250	119,360	251,600	246,500	(25,750)	-9.5%
6 Total TBD Sources	\$210,906	\$196,519	\$366,157	\$119,360	\$251,600	\$248,100	(\$118,057)	-32.2%

Transportation Benefit District Fund (TBD Fund) 108	2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1 Expenditures								
2 TBD Transfer to Street Fund	150,000	196,519	250,000	100,000	250,000	245,000	(5,000)	-2.0%
3 Subtotal TBD Expenditures	150,000	196,519	250,000	100,000	250,000	245,000	(5,000)	-2.0%
4 Ending Cash & Investments	60,907	-	116,157	19,360	1,600	3,100	(113,057)	-97.3%
5 Total TBD Uses	\$210,907	\$196,519	\$366,157	\$119,360	\$251,600	248,100	(\$118,057)	-32.2%
6 Net Surplus/Deficit	(17,591)	(60,907)	22,250	\$19,360	\$1,600	1,500	(\$20,750)	-93.3%



224th Ave Chip Seal

Traffic Mitigation Fund

Established in August 2016, the Traffic Mitigation Fund holds revenues collected from developers within Black Diamond. These funds are designated specifically for traffic mitigation efforts, frontage improvements, and other street-related mitigation projects.

Collected fees are allocated exclusively to projects that address the traffic impacts associated with new development, ensuring that growth-related transportation challenges are managed responsibly and effectively.

Traffic Mitigation Fees Fund 109	2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1 REVENUE								
2 Beginning Cash and Investments	283,426	53,145	2,042	466	466	-	(2,042)	-100.0%
3 Traffic Mitigation Fees	145,485	-	110,000	-	-	50,000	(60,000)	-54.5%
4 Income Interest	3,752	466	900	1.8	2	-	(900)	-100.0%
5 Subtotal Traffic Mitigation Revenue	149,236	466	110,900	1.8	2	50,000	(60,900)	-54.9%
6 Total Traffic Mitigation Sources	\$432,662	\$53,611	\$112,942	\$467	\$468	\$50,000	(\$62,942)	-55.7%

Traffic Mitigation Fees Fund 109	2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1 Expenditures								
2 Traffic Impact Mitigation	379,517	53,145	112,942	466	466	50,000	(62,942)	-7.8%
3 Transfer Out to Intersection Improvements	-	-	-	-	-	-	0	N/A
4 Subtotal Traffic Mitigation Expenditures	379,517	53,145	112,942	466	466	50,000	(62,942)	-55.7%
5 Ending Cash & Investments	53,145	466	-	1.8	2	-	0	0.0%
6 Total Traffic Mitigation Uses	\$432,662	\$53,611	\$112,942	\$467	\$468	\$50,000	(\$62,942)	-55.7%
7 Net Surplus/Deficit	(230,281)	(52,680)	(2,042)	-\$464	-\$464	\$0	\$2,042	-100.0%



Park Street Intersection Improvements Project

School Impact Fees

In 2020, the City Council enacted legislation to collect school impact fees from new developments within Black Diamond's city limits. These fees apply to properties within the four school districts serving the city: Enumclaw, Kent, Tahoma, and Auburn.

To comply with the State Auditor's Office requirements, the collected fees are now tracked separately in a special revenue fund to ensure transparency and proper use of funds for school-related infrastructure needs.

School Impact Fees 111						2026 Prelim Budget	Budget \$ Change	Budget % Change
	2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End			
1 REVENUE								
2 Beginning Cash and Investments	-	-	-	-	-	-	-	0.0%
3 School Impact Fees	124,874	51,779	-	262,709	456,779	250,000	250,000	
4 Total School Impact Fees	\$125,984	\$51,779	\$0	\$262,709	\$456,779	\$250,000	\$250,000	

School Impact Fees 111						2026 Prelim Budget	Budget \$ Change	Budget % Change
	2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End			
1 Expenditures								
2 School Impact Fee Remittance	125,984	51,779	-	159,685	456,779	250,000	250,000	0.0%
3 Subtotal School Impact Fee Expenditures	125,984	51,779	-	159,685	456,779	250,000	250,000	0.0%
4 Ending Cash & Investments	-	-	-	103,024	-	-	0	0.0%
5 Total School Impact Fee Uses	\$125,984	\$51,779	\$0	\$262,709	\$456,779	\$250,000	\$250,000	0.0%
6 Net Surplus/Deficit	(1,110)	-	-	103,024	\$0	\$0	\$0	0.0%

Traffic Impact Fees

To address increased transportation demands from new development, the City Council passed Ordinance 21-1165 in 2021. This ordinance requires new developments to contribute to the cost of expanding street capacity. Funds collected from these fees are strictly used for capacity-adding public road projects aimed at reducing traffic congestion. They cannot be used for routine road maintenance or repairs. The authority for the City to enact Traffic Impact Fees was granted under the State's Growth Management Act (Chapter 36.70A RCW) and RCW 82.02.050.

	Traffic Impact Fees 112	2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1	REVENUE								
2	Beginning Cash and Investments	5,012	65,841	68,155	76,821	76,821	76,821	8,666	0.0%
3	Traffic Impact Fees	59,126	33,621	140,000	142,176	210,000	200,000	60,000	42.9%
4	Traffic Impact Fee Interest Income	1,703	3,711	3,000	2,715	4,800	3,500	500	16.7%
5	Subtotal Traffic Impact Fee Revenue	60,829	37,332	143,000	144,890	214,800	203,500	60,500	0.0%
6	Total Traffic Impact Fee Funds	\$65,841	\$103,173	\$211,155	\$221,711	\$291,621	\$280,321	\$69,166	0.0%

	Traffic Impact Fees 112	2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1	Expenditures								
2	Traffic Impact Improvements	-	26,352	211,155	144,890	214,800	100,000	(111,155)	-52.6%
3	Subtotal Traffic Impact Fee Expenditures	-	26,352	211,155	144,890	214,800	100,000	(111,155)	-52.6%
4	Ending Cash & Investments	65,841	76,821	-	76,821	76,821	180,321	180,321	0.0%
5	Total Traffic Impact Fee Uses	\$65,841	\$103,173	\$211,155	\$221,711	\$291,621	\$280,321	\$69,166	32.8%
6	Net Surplus/Deficit	60,829	10,980	(68,155)	\$0	\$0	\$103,500	\$171,655	251.9%

Development Right Certificates

Within the State of Washington, property owners have the opportunity to sell Development Right Certificates, commonly referred to as Transfer of Development Rights (TDRs). These certificates represent the legal right to develop a certain amount of land, which can be transferred from one property owner to another, typically from a landowner who wishes to preserve their property to a developer who wants to increase the density or intensity of development at another eligible site. The City of Black Diamond actively participates in this program by issuing its own Development Right Certificates and has sold a number of these rights to developers in recent years. This process not only helps balance growth and conservation efforts but also provides a valuable funding source for the City. The revenue generated through the sale of these certificates is specifically earmarked for projects that support the City's goals of developing, preserving, and enhancing public properties. These efforts contribute to sustainable urban planning by protecting valuable open spaces, promoting responsible growth, and ensuring that development occurs in appropriate areas while benefiting the community as a whole. The TDR program is an important tool that helps Black Diamond manage growth strategically and maintain the quality of life for its residents.

Development Right Certificates 113	2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1 REVENUE								
2 Beginning Cash and Investments	-	-	-	945,000	945,000	3,100,000	3,100,000	0.0%
3 Transferrable Development Rights	-	945,000	-	-	3,555,000	-	-	0.0%
4 Total Traffic Impact Fee Funds	\$0	\$945,000	\$0	\$945,000	\$4,500,000	\$3,100,000	\$3,100,000	0.0%

Development Right Certificates 113	2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1 Expenditures								
2 TDR Expenditures	-	-	-	-	1,400,000	3,000,000	3,000,000	0.0%
3 Ending Cash & Investments	-	945,000	-	945,000	3,100,000	100,000	100,000	0.0%
4 Total TDR Fee Uses	\$0	\$945,000	\$0	\$945,000	\$4,500,000	\$3,100,000	\$3,100,000	0.0%
5 Net Surplus/Deficit	-	945,000	-	\$0	\$2,155,000	-\$3,000,000	(\$3,000,000)	0.0%

Internal Service Funds

Internal Service Funds manage services supporting multiple city departments. Black Diamond's Building Improvement and Equipment Replacement Fund collects contributions from departments to finance the replacement and maintenance of capital assets, including police and fire vehicles, as well as improvements for General Government and Public Works facilities. This fund enables effective long-term planning and equitable cost distribution, promoting financial stability and operational efficiency.



Backhoe

Equipment Replacement Funds

Equipment Replacement Funds include Public Works, Police and General Government equipment replacements. Some examples of equipment are police and fire vehicles, utility trucks and machinery.

PW Equipment Replacement Fund 510-200	2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1 REVENUE								
2 Beginning Cash and Investments	77,466	129,539	120,594	120,594	120,594	24,594	(96,000)	-79.6%
3 Investment Interest	3,942	4,235	-	2,592	4,000	3,000	3,000	0.0%
4 Surplus Sales	-	12,600	-	-	-	-	-	0.0%
5 Transfer in From General Fund	17,500	20,000	20,000	20,000	20,000	-	(20,000)	0.0%
6 Transfer in From REET	-	-	-	-	-	95,000	95,000	200.0%
7 Transfer in From Water Operating	35,000	55,000	195,000	195,000	195,000	60,000	(135,000)	-69.2%
8 Transfer in From Sewer Operating	35,000	55,000	160,000	160,000	160,000	-	(160,000)	-100.0%
9 Transfer in From Stormwater Operating	35,000	55,000	120,000	103,164	120,000	31,000	(89,000)	-74.2%
10 Transfer in From Street Fund	35,000	55,000	60,000	60,000	60,000	-	(60,000)	-100.0%
11 Subtotal PW Equipment Revenue	161,442	256,835	555,000	540,755	559,000	189,000	(366,000)	-65.9%
12 Total PW Equipment Sources	\$238,908	\$386,374	\$675,594	\$661,349	\$679,594	\$213,594	(\$462,000)	-68.4%

Public Works Equipment Replacement Fund 510-200	2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1 Expenditures								
2 Surplus Vehicle Costs	-	32	-	-	-	-	-	0.0%
3 Various Mowers and Equipment	-	18,451	25,000	-	25,000	70,000	45,000	180.0%
4 Trucks and Equipment	80,758	230,050	610,000	197	610,000	75,000	(535,000)	-87.7%
5 Computers and Radios	-	17,246	-	-	-	-	-	0.0%
6 Back Hoe/Excavator	-	-	-	-	-	-	-	0.0%
7 Technology	8,106	-	20,000	-	20,000	-	(20,000)	N/A
8 Sander/De-Icer	20,505	-	-	-	-	-	-	0.0%
9 Safety Equipment	-	-	-	-	-	-	-	0.0%
10 Subtotal PW Equipment Expenditures	109,369	265,780	655,000	197	655,000	145,000	(510,000)	-77.9%
11 Ending Cash & Investments	129,539	120,594	20,594	661,152	24,594	68,594	48,000	233.1%
12 Total PW Equipment Uses	\$238,908	\$386,374	\$675,594	\$661,349	\$679,594	\$213,594	(\$462,000)	-68.4%
13 Net Surplus/Deficit	\$52,073	-\$8,945	-\$100,000	\$540,559	-\$96,000	\$44,000	\$144,000	144.0%



Message Sign with Trailer

PD Equipment Replacement Fund 510-300		2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1	REVENUE								
2	Beginning Cash and Investments	27,659	76,793	109,237	109,237	109,237	197,284	88,046	80.6%
3	Investment Interest	3,793	6,037	2,500	2,128	4,000	3,500	1,000	40.0%
4	Marine New Boat Grant	20,000	-	-	-	-	-	-	0.0%
5	Surplus Sales	4,847	-	-	-	-	-	-	N/A
6	Transfer in From Gen Fund for Police Cars	-	100,000	100,000	-	100,000	-	(100,000)	0.0%
7	Transfer in From Gen Fund for New Boat	100,000	-	-	-	-	-	-	N/A
8	Insurance Recovery	-	-	-	-	-	-	-	0.0%
9	Subtotal Police Equipment Revenue	128,640	106,037	102,500	2,128	104,000	3,500	(99,000)	-96.6%
10	Total Police Equipment Sources	\$156,298	\$182,830	\$211,737	\$111,365	\$213,237	\$200,784	(\$10,954)	-5.2%

Police Equipment Replacement Fund 510-300		2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1	Expenditures								
2	Surplus Costs	213	98	-	-	-	-	-	N/A
3	Radios	45	-	-	-	-	-	-	N/A
4	Police Car Tab Readers	-	-	-	-	-	-	-	N/A
5	Police Vehicles	4,601	73,495	200,000	2,039	2,039	100,000	(100,000)	-50.0%
6	Police Boat Replacement	76,647	-	-	13,914	13,914	-	-	0.0%
7	Subtotal Police Equipment Expenditures	81,505	73,593	200,000	15,954	15,954	100,000	(100,000)	-50.0%
8	Ending Cash & Investments	74,793	109,237	11,737	95,412	197,284	100,784	89,046	758.7%
9	Total Police Equipment Uses	\$156,298	\$182,830	\$211,737	\$111,365	\$213,237	\$200,784	(\$10,954)	-5.2%
10	Net Surplus/Deficit	\$47,134	\$32,444	-\$97,500	-\$13,826	\$88,046	-\$96,500	\$1,000	-1.0%



New Black Diamond Police Boat

PW Building Improvements Fund 510-500		2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1	REVENUE								
2	Beginning Cash and Investments	33,190	3,801	(1,200)	(1,200)	(1,200)	18,800	20,000	1666.4%
3	Investment Interest	281	1,431	-	-	-	-	-	-100.0%
4	Transfer in from Street Operating	-	25,000	10,000	10,000	10,000	-	(10,000)	0.0%
5	Transfer in from Water Operating	-	25,000	10,000	10,000	10,000	180,000	170,000	0.0%
6	Transfer in from Sewer Operating	-	25,000	10,000	10,000	10,000	-	(10,000)	0.0%
7	Transfer in from Storm Water Operating	-	25,000	10,000	10,000	10,000	31,000	21,000	0.0%
8	Transfer in REET II	-	-	-	-	-	50,000	-	0.0%
9	Subtotal PW Building Improvement Revenue	281	101,431	40,000	40,000	40,000	261,000	221,000	553%
10	Total PW Building Improvement Sources	\$33,471	\$105,233	\$38,800	\$38,800	\$38,800	\$279,800	\$241,000	621.1%

PW Building Improvements 510-500		2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1	Expenditures								
2	PW Bldg Related Improvements	29,669	106,433	40,000	19,304	20,000	-	(40,000)	-100.0%
3	Subtotal PW Building Improvement Expenditures	29,669	106,433	40,000	19,304	20,000	-	(40,000)	-100.0%
4	Ending Cash & Investments	3,801	(1,200)	(1,200)	19,496	18,800	279,800	281,000	0.0%
5	Total PW Building Improvement Uses	\$33,471	\$105,233	\$38,800	\$38,800	\$38,800	\$279,800	\$241,000	621.1%
6	Net Surplus/Deficit	(29,388)	(5,002)	-	\$20,696	\$20,000	\$261,000	\$261,000	N/A



PW Workshop and Sand Supply

Utility Funds

Utility Funds are enterprise funds used to account for services provided to the public on a user fee basis, similar to the operation of a commercial entity. The City of Black Diamond operates three utility funds: Water, Sewer, and Stormwater. These funds ensure that the full cost of providing each service such as: in operations, maintenance, and infrastructure are supported by the users who benefit from them.



4.3 Million Gallon Water Tank

Water Operating Fund 401

The City of Black Diamond's Water Department is responsible for delivering safe, high-quality, and reliable drinking water to most residents, with the exception of those in the Lake Sawyer area who are served by Covington Water District. The Water Utility oversees the operation and maintenance of critical infrastructure, including city-owned springs, water storage tanks, treatment systems, pump stations, and water mains. It also manages supporting systems such as fences, access roads, power lines, backup power, and control systems.

The water fund provides additional key services such as water quality testing, meter reading, service installations, and customer billing. Black Diamond residents benefit from consistently high-quality drinking water delivered under pressure for everyday household use, including cooking, cleaning, and sanitation.

Water Fund 401	2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1 REVENUE								
2 Beginning Cash and Investments	704,394	970,699	966,629	951,250	951,250	1,592,753	626,124	64.8%
3 Water Charges	1,585,575	1,652,028	1,900,000	764,704	1,900,000	2,168,887	268,887	14.2%
4 Sales from Hydrants	8,779	43,281	62,000	6,732	62,000	62,000	-	0.0%
5 Sales from Irrigation	169,514	122,813	165,000	112,116	220,000	240,000	75,000	45.5%
6 Permits and Fees	128,838	177,022	268,051	189,504	357,200	370,480	102,429	38.2%
7 Subtotal Water Operating Revenue	1,892,706	1,995,144	2,395,051	1,073,056	2,539,200	2,841,367	446,316	18.6%
8 Investment Interest	26,331	43,298	27,000	20,275	29,000	19,000	(8,000)	-29.6%
9 Water Permit Consulting-Deposits	16,933	(11,920)	40,000	(1,750)	18,250	40,000	-	0.0%
11 Total Revenue	1,935,969	2,026,522	2,462,051	1,091,580	2,586,450	2,900,367	438,316	17.8%
12 Total Water Fund Sources	\$2,640,363	\$2,997,221	\$3,428,680	\$2,042,830	\$3,537,700	\$4,493,120	\$1,064,440	31.0%

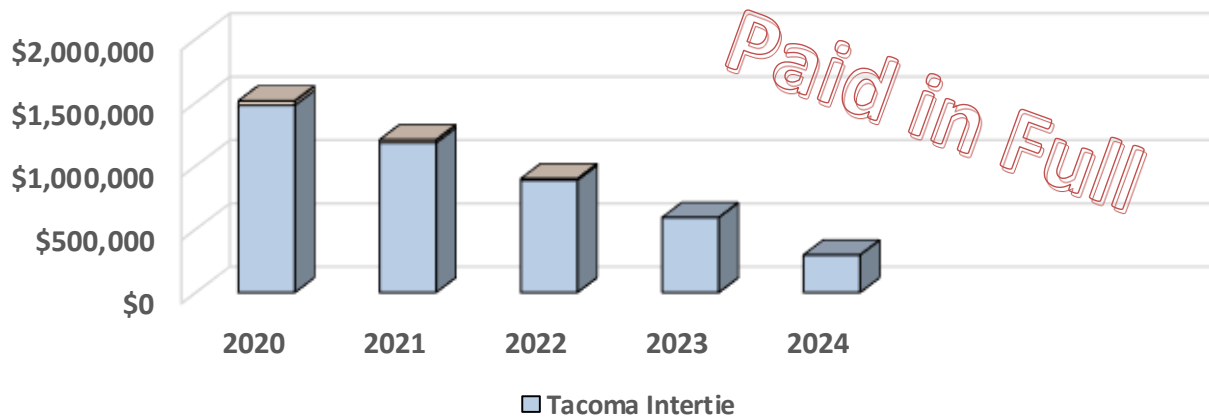
Water Fund 401	2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1 Expenditures								
2 Wages	329,048	354,917	425,358	193,127	407,750	469,918	44,560	10.5%
3 Benefits	128,151	136,029	160,979	76,411	159,366	166,554	5,575	3.46%
4 Salary and Benefits	457,199	490,946	586,337	269,538	567,116	636,472	50,135	8.6%
5 Supplies	77,688	150,347	184,920	94,276	184,195	212,280	27,360	14.8%
6 Services and Charges	741,101	799,883	792,550	338,478	767,435	955,249	162,699	20.53%
7 Subtotal Operating Expenditures	1,275,988	1,441,176	1,563,807	702,293	1,518,746	1,804,001	240,194	15.4%
8 Copier, Building & Property Lease	2,940	19,792	21,000	10,185	21,200	16,856	(4,144)	N/A
9 Debt Services	298,443	296,966	-	-	-	-	-	0.0%
10 Transfer out to Water Capital and Reserve	100,000	200,000	447,000	200,000	200,000	595,000	148,000	33.1%
11 Transfer out to PW Building Improvement	-	25,000	10,000	10,000	10,000	180,000	148,000	33.1%
12 Transfer out to Capital Equipment Reserve	35,000	55,000	195,000	195,000	195,000	60,000	(135,000)	-69.2%
13 PW Permit Deposits	26,319	8,036	40,000	-	-	40,000	-	0.0%
14 Subtotal Water Fund Expenditures	1,738,690	2,045,971	2,276,807	1,117,478	1,944,946	2,695,857	419,050	18.4%
15 25% Reserved Operating Cash & Investments	318,997	360,294	390,952	351,146	379,687	451,000	60,048	15.36%
16 Unreserved Cash and Investments	582,676	590,956	760,921	574,206	1,213,067	1,346,263	585,342	76.93%
17 Ending Cash & Investments	901,673	951,250	1,151,873	925,353	1,592,753	\$1,797,263	645,390	56.0%
18 Total Water Fund Uses	\$2,640,363	\$2,997,221	\$3,428,680	\$2,042,830	\$3,537,700	\$4,493,120	\$1,064,440	31.0%
19 Net Surplus/Deficit	\$197,279	-\$19,449	\$185,244	-\$25,897	\$641,504	\$204,510	\$19,266	10.4%

City of Black Diamond - DEBT

Water Debt Service 2024

Issue Date	Issue Amount	Type	Purpose	Maturity Date	12/31/2023 Debt Owed	2024 Principal	2024 Interest	2024 Total Debt Payment
2005	3,407,063	PWTF	Tac 500mg	2024	236,158	236,158	2,362	238,520
	256,064	PWTF	Tac city 1st	2024				
	1,784,693	PWTF	Pump Fac, Res & lines	2024	59,329	59,329	593	59,922
	5,447,820	PWTF			295,487	295,487	2,955	298,442

Water Debt thru 2024 (Principal Only)



Sewer Operating Fund 407

The City of Black Diamond's Sewer Department manages the collection and conveyance of wastewater from homes and businesses within the City. The City's sewer utility is responsible for the planning, operation, and maintenance of approximately 17.5 miles of sewer lines, manholes, and five pump stations, and it also provides customer service and billing functions. The homes surrounding Lake Sawyer, that were annexed into Black Diamond in 1998, are predominantly served by individual on-site septic systems, with a small portion on the northwest end connected to the Soos Creek Sewer system.

However, most properties around Lake Sawyer are conveyed through a contracted agreement with King County to the regional treatment plant in Renton for treatment, discharge, and biosolids management. This contract is the largest expense within the Sewer Operating Fund.

In 2024, several key adjustments were made to this fund, including the partial allocation of the City Administrator position, Facilities, and Technology costs; the addition of two staff positions; increased liability insurance costs; GIS mapping support; a 5.75% increase in King County's sewer rate; and a CIP increase in the City's sewer rate. The 2026 budget maintains these adjustments to support ongoing operations.

Sewer Fund 407	2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1 REVENUE								
2 Beginning Cash and Investments	627,875	678,789	434,785	602,074	602,074	531,730	96,945	22.3%
3 King County Sewer Revenue	1,453,348	1,549,203	1,708,656	866,113	1,800,000	1,962,000	253,344	14.8%
4 Black Diamond Sewer Revenue	666,895	726,999	774,264	391,497	800,000	872,000	97,736	12.6%
5 Inspections & Misc	39,359	52,787	71,050	31,700	59,888	62,238	(8,812)	-12.4%
6 Subtotal Sewer Operating Revenue	2,159,601	2,328,989	2,553,970	1,289,309	2,659,888	2,896,238	342,268	13.4%
7 Investment Interest	28,366	30,166	25,400	12,129	19,000	16,000	(9,400)	-37.0%
8 Total Revenue	2,187,967	2,359,155	2,579,370	1,301,438	2,678,888	2,912,238	332,868	12.9%
9 Total Sewer Fund Sources	\$2,815,842	\$3,037,944	\$3,014,155	\$1,903,512	\$3,280,962	\$3,443,968	\$429,813	14.3%

Sewer Fund 407	2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1 Expenditures								
2 Wages	253,747	299,723	362,957	172,159	346,957	386,761	23,804	6.6%
3 Benefits	99,536	117,212	139,573	70,472	139,573	147,760	8,187	5.87%
4 Salary and Benefits	353,283	416,934	502,530	242,632	486,530	534,521	31,991	6.4%
5 Office and Operating Supplies	15,903	15,418	16,425	16,920	29,100	17,100	675	4.1%
6 Services and Charges	312,849	346,276	332,156	191,412	334,147	371,008	38,852	11.70%
7 Metro Sewer Charges	1,442,770	1,557,999	1,708,656	840,806	1,708,656	1,962,000	253,344	14.8%
8 Subtotal Operating Expenditures	2,124,804	2,336,627	2,559,767	1,291,769	2,558,433	2,884,629	324,862	12.7%
9 Copier, Building & Property Lease	2,940	19,243	21,000	9,890	20,800	16,856	(4,144)	-19.7%
10 Transfer out to PW Building Improvement	-	25,000	10,000	10,000	10,000	-	(10,000)	0.0%
11 Transfer out to Equipment Reserve	35,000	55,000	160,000	160,000	160,000	-	(160,000)	-100.0%
12 Transfer to Sewer Capital and Reserves	-	-	-	-	-	-	-	-
12 Subtotal Sewer Fund Expenditures	2,162,744	2,435,870	2,750,767	1,471,659	2,749,233	2,901,485	150,718	5.5%
13 25% Reserved Operating Cash & Investments	531,201	584,157	639,942	645,885	639,608	721,157	81,216	12.69%
14 Unreserved Cash and Investments	121,897	17,917	(376,554)	(214,032)	(107,879)	(178,675)	197,879	52.55%
15 Cash & Investment Balance	653,098	602,074	263,388	431,853	531,730	542,483	279,095	106.0%
16 Total Sewer Fund Uses	\$2,815,842	\$3,037,944	\$3,014,155	\$1,903,512	\$3,280,962	\$3,443,968	\$429,813	14.3%
17 Net Surplus/Deficit	25,223	(76,715)	(171,397)	-\$170,221	-\$70,345	\$10,753	\$182,150	106.3%

Stormwater Operating Fund 410

The City of Black Diamond's Stormwater Utility is responsible for managing stormwater infrastructure to reduce flooding, protect water quality, and preserve the public roadway system. The utility maintains nine stormwater ponds, approximately nine miles of storm pipe, 572 catch basins, two bio-infiltration systems, one stormwater filter system, and about 20 miles of roadside ditches and natural flow paths.

In addition to system maintenance, the utility plays a key role in environmental protection and regulatory compliance. Responsibilities include public education, enforcement of stormwater codes for construction and new development, monitoring and oversight of private stormwater systems, evaluating program effectiveness, conducting water quality testing, and complying with the Department of Ecology's reporting requirements. The utility also participates in the WRIA 9 Water Quality Initiative and provides coverage to comply with elements of the Endangered Species Act.

The Stormwater Utility provides these services at a rate of \$19.50 per household per month. Budget changes implemented in 2024, including cost allocations for the City Administrator, Facilities, and Technology, the addition of two staff positions, higher liability insurance premiums, and GIS mapping support, these adjustments have been continued within the 2026 budget.

Stormwater Fund 410	2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1 REVENUE								
2 Beginning Cash and Investments	414,572	488,320	306,125	168,936	306,125	265,933	(40,192)	-13.1%
3 Stormwater Charges	813,310	629,271	875,000	415,970	875,000	978,043	103,043	11.8%
4 Fees, Inspections, and Miscellaneous	54,456	44,614	75,000	20,769	33,276	33,931	(41,069)	-54.8%
5 Subtotal Stormwater Operating Revenue	867,766	673,885	950,000	436,739	908,276	1,011,974	61,974	6.5%
6 Investment Interest	16,818	17,281	14,000	3,126	4,500	3,750	(10,250)	-73.2%
7 Stormwater Grants	-	46,836	100,000	222,573	140,409	120,000	20,000	20.0%
8 Total Revenue	884,584	738,001	1,064,000	662,438	1,053,185	1,135,724	71,724	6.7%
9 Total Stormwater Fund Sources	\$1,299,156	\$1,226,321	\$1,370,125	\$831,375	\$1,359,310	\$1,401,657	\$31,532	2.3%

Stormwater Fund 410	2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1 Expenditures								
2 Wages	261,483	347,975	426,042	180,629	411,312	416,950	(9,092)	-2.1%
3 Benefits	102,533	142,866	173,607	76,379	165,056	150,497	(23,110)	-13.31%
4 Salary and Benefits	364,016	490,841	599,649	257,008	576,368	567,447	(32,202)	-5.4%
5 Office and Operating Supplies	8,773	17,436	17,225	6,607	13,300	11,280	(5,945)	-34.5%
6 Services and Charges	356,410	375,048	384,452	180,934	343,709	397,485	13,033	3.39%
7 Subtotal Operating Expenditures	729,199	883,325	1,001,326	444,549	933,377	976,212	(25,114)	-2.5%
8 Copier, Building & Property Lease	2,940	19,060	20,100	9,791	20,600	16,856	(3,244)	N/A
9 Transfer out to Storm Capital Project	60,000	75,000	10,000	10,000	10,000	-	(10,000)	-100.0%
10 Transfer out to PW Building Improvement	-	25,000	10,000	10,000	10,000	31,000	21,000	0.0%
11 Transfer out to Equipment Reserve	35,000	55,000	20,000	20,000	20,000	31,000	11,000	55.0%
12 Transfer out to Public Works Equipment	-	-	100,000	83,164	100,000	-	-	-
13 Subtotal Stormwater Fund Expenditures	827,139	1,057,385	1,161,426	577,504	1,093,977	1,055,068	(106,358)	-9.2%
14 25% Reserved Operating Cash & Investments	182,300	220,831	250,332	111,137	233,344	244,053	(6,279)	-2.51%
15 Unreserved Cash and Investments	289,718	(51,896)	(41,633)	142,734	31,988	102,536	144,168	346.29%
16 Ending Cash & Investments	472,018	168,936	208,699	253,871	265,333	346,589	137,890	66.1%
17 Total Stormwater Fund Uses	1,299,156	1,226,321	\$1,370,125	\$831,375	\$1,359,310	\$1,401,657	\$31,532	2.3%
18 Net Surplus/Deficit	57,445	(319,384)	(97,426)	\$84,935	-\$40,792	\$80,656	\$178,082	182.8%

Capital Project Funds

Capital project funds are used to account for the construction, improvement, or acquisition of major assets such as buildings, infrastructure, and equipment. Depending on the nature of the asset and its use, funding may also come from special revenue or proprietary funds. Budgets within the different capital project funds are multi-year and remain active until the associated project is completed.



Presentation of the Gomer Evans Memorial Park

Real Estate Excise Tax I – 311 (REET I)

The State of Washington levies a real estate excise tax (REET) of 1.28% on the full selling price of real property. Additionally, all cities are authorized to impose a local REET I of 0.25% (0.0025), with the utilization of those revenues being restricted to capital purposes. Historically, REET I revenues were primarily allocated to General Government capital projects (Fund 310) and capital expenditures (Fund 510). However, after the passage of HB1791, cities have been granted more flexibility in how to utilize funds from REET I and REET II which can now be used interchangeably with one another. The 2026 budget anticipates continued revenue from ongoing construction and property sales within Black Diamond.

General Government REET I Fund - 311		2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1	REVENUE								
2	Beginning Cash and Investments	596,844	625,772	721,645	721,645	721,645	680,109	(41,537)	-5.8%
3	1/4% Real Estate Excise Tax	519,950	670,902	450,000	283,371	550,000	600,000	150,000	33.3%
4	LGIP Investment Interest	28,978	24,972	11,000	4,979	8,463	12,000	1,000	9.1%
5	Subtotal REET I Revenue	548,928	695,874	461,000	288,350	558,463	612,000	151,000	32.8%
6	Total REET I Sources	\$1,145,772	\$1,321,645	\$1,182,645	\$1,009,995	\$1,280,109	\$1,292,109	\$109,463	9.3%

General Government REET I Fund- 311		2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1	Expenditures								
2	Transfer to Fire Equipment	-	-	-	-	-	-	-	-
3	Transfer to 310 Fund	520,000	600,000	700,000	600,000	600,000	189,500	(510,500)	-72.9%
4	Subtotal REET I Expenditures	520,000	600,000	700,000	600,000	600,000	189,500	(510,500)	-72.9%
5	Ending Cash & Investments	625,772	721,645	482,645	409,995	680,109	1,102,609	619,963	128.5%
6	Total REET I Uses	\$1,145,772	\$1,321,645	\$1,182,645	\$1,009,995	\$1,280,109	\$1,292,109	\$109,463	9.3%
7	Net Surplus/Deficit	28,928	95,874	(239,000)	-\$311,650	-\$41,537	\$422,500	\$661,500	276.8%

Real Estate Excise Tax II – 321 (REET II)

Authorized under RCW 82.46.010, REET II is an additional 0.25% excise tax on real estate sales, available only to cities planning under the Growth Management Act. REET II revenues are restricted to capital purposes and may be used for the planning, acquisition, construction, reconstruction, repair, replacement, or improvement of qualifying public works projects, including transportation infrastructure, utility systems, and park facilities.

In Black Diamond, REET II funds are transferred primarily to Street and Public Works' capital projects, as well as to utility funds for infrastructure maintenance. The 2026 budget projects continued revenue based on ongoing property sales and development activity.

General Government REET II Fund - 321	2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1 REVENUE								
2 Beginning Cash and Investments	504,297	522,247	412,033	412,033	412,033	349,033	(63,000)	-15.3%
3 1/4% Real Estate Excise Tax	519,950	578,402	450,000	283,371	550,000	600,000	150,000	33.3%
4 LGIP Investment Interest-Misc.	23,000	16,385	11,000	4,979	7,000	7,000	(4,000)	-36.4%
5 Subtotal REET II Revenue	542,949	594,786	461,000	288,350	557,000	607,000	146,000	31.7%
6 Total REET II Sources	\$1,047,246	\$1,117,033	\$873,033	\$700,383	\$969,033	\$956,033	\$83,000	9.5%

Total General Government REET II Fund - 321	2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1 Expenditures								
2 Transfer to Street Fund	100,000	100,000	100,000	100,000	100,000	100,000	-	0.0%
3 Transfer to Capital Projects	325,000	605,000	450,000	520,000	520,000	791,033	341,033	75.8%
4 Transfer to Stormwater	-	-	-	-	-	-	-	N/A
5 Transfer out to PW Facilities for Projects	100,000	-	-	-	-	35,000	35,000	0.0%
6 Transfer out to Construction Rules Update	-	-	-	-	-	-	-	100.0%
7 Subtotal REET II Expenditures	525,000	705,000	550,000	620,000	620,000	926,033	376,033	68.4%
8 Ending Cash & Investments	522,247	412,033	323,033	80,383	349,033	30,000	(293,033)	-90.7%
9 Total REET II Uses	\$1,047,247	\$1,117,033	\$873,033	\$700,383	\$969,033	\$956,033	\$83,000	9.5%
10 Net Surplus/Deficit	\$17,949	-\$110,214	-\$89,000	-\$331,650	-\$63,000	-\$319,033	(\$230,033)	-258.5%

Public Works Retainage Fund 322

Retainage is a portion of a construction contract payment that is withheld by the City until the project is completed. Once the project is successfully completed, the retained funds are released to the contractor or third party. This is a standard practice used to reduce financial risk in the event of project deficiencies or non-performance. The balance of Black Diamond's retainage fund can vary significantly, depending on the number and scope of active projects that meet the criteria for retainage.

In accordance with updated requirements from the Washington State Auditor's Office, retainage fees must now be tracked within a separate special revenue fund. This ensures transparency and compliance with state auditing standards for public works and capital construction projects.

General Government REET II Retainage- 322		2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1	REVENUE								
2	Beginning Cash and Investments	43,639	46,803	12,804	12,804	12,804	26,194	13,391	0.0%
3	Retainage Deposits	56,459	119,308	232,607	28,687	28,687	52,388	(180,219)	-77.5%
4	LGIP Investment Interest	1,240	4,408	3,500	-	-	-	(3,500)	-100.0%
5	Subtotal REET II Revenue	57,698	123,716	236,107	28,687	28,687	52,388	(183,719)	-77.8%
6	Total REET II Sources	\$101,337	\$170,519	\$248,911	\$41,491	\$41,491	\$78,582	(\$170,328)	-68.4%

General Government Retainage Fund- 322		2023 Actual	2024 Actual	2025 Budget	2025 Thru June	Estimated Year End	2026 Prelim Budget	Budget \$ Change	Budget % Change
1	Expenditures								
2	Return Retainage Deposits	53,294	50,886	200,000	2,493	2,493	52,388	(147,612)	-73.8%
3	Return Retainage Interest	1,240	4,408	3,500	-	-	-	(3,500)	-100.00%
4	Subtotal Retainage Expenditures	54,534	55,294	203,500	2,493	2,493	52,388	(151,112)	-74.3%
5	Ending Cash & Investments	46,803	115,225	45,411	38,998	38,998	26,194	(19,216)	-236.31%
6	Total Retainage Uses	\$101,337	\$170,519	\$248,911	\$41,491	\$41,491	\$78,582	(\$170,328)	-68.4%
7	Net Surplus/Deficit	3,164	68,422	32,607	\$26,194	\$26,194	\$0	(\$32,607)	-100.0%



Black Diamond Historical Society Museum

Capital Outlay

Fund 310 - General Government Capital Expenditures

	Project		Source of Revenue					Source of Expenditures					
	CIP #	Notes	Beg C&I	REET I Transfer	Gen Fund Transfer	Grant/Don.	Impact Fees/ Trails	Total Revenue	Expenditure	Trf Out	Total Expenditure	Ending Fund Balance	Total Uses
Capital Outlay													
1		Technology Hardware											
2		Fire Equipment and Vehicles											
3		Fire Station Building Improvements											
4		Fiscal and Fire Study											
5		New Fire Engine											
6		City Hall Campus Improvements											
7		Black Diamond Gym Improvements											
Capital Projects													
1		Black Diamond New City Hall Campus											
2		King County Parks to Ginder Creek Trail											
3		Ginder Creek Trail											
4		Grant Matching Parks and General Government											
6		Way Finding Signs											
7		Comp Plan Update											
8		Tree Mitigation											
9		New Fire Station											
Total General Government Capital Costs													

Fund 320 - Public Works Capital Expenditures

		Project		Source of Revenue				Source of Expenditures					
	CIP #	Notes	Beg C&I	REET I I Transfer	Matching	Grants-KC Fld Contrl	Developer	Total Revenue	Expenditure	Trf Out	Total Expenditure	Ending Fund Balance	Total Uses
Capital Projects													
1	Street Preservation Program	T1	350,657	-	275,000	-	-	625,657	-	-	-	625,657	625,657
2	Neighborhood Street Improvement Program	T2	165,583	-	85,000	-	-	250,583	250,583	-	250,583	-	250,583
3	Grant Matching	T3	490,050	75,000	-	-	-	565,050	-	-	-	565,050	565,050
4	Covington Creek Bridge	T4	285,304	-	-	2,060,101	-	2,345,405	2,060,101	-	2,060,101	285,304	2,345,405
5	Roberts Drive Dr. - City Hall to Ginder Creek	T5	(97,685)	521,107	-	2,950,923	-	3,374,345	2,100,000	-	2,100,000	1,274,345	3,374,345
8	Sawyer Woods Sidewalk, Ph I	T8	103,000	-	-	677,547	-	780,547	355,000	-	355,000	425,547	780,547
9	SR169 and Park St Crossing	T9	-	-	11,241	63,702	-	74,943	74,943	-	74,943	-	74,943
Total Street Fund Capital Costs			1,296,909	596,107	371,241	5,752,273	0	8,016,530	4,840,627	0	4,840,627	3,175,904	8,016,530

Fund 402 - WSFFA Partners Capital Expenditures

Project		Source of Revenue						Source of Expenditures				
#	Notes	Beg C&I	General Fund	Water Fund	Grants	Partners	Total Revenue	Expenditure	Trf Out	Total Expenditure	Ending Fund Balance	Total Uses
1	WSFFA Deposit	Updated	94,858	-	-	70,000	164,858	70,000	-	70,000	-	164,858
2	Spring Source Rehab	Updated	95,447	-	-	1,805,000	1,900,447	1,805,000	-	1,805,000	95,447	1,900,447
Total WSFFA Capital Costs			190,305	0	0	1,875,000	2,065,305	1,875,000	0	1,875,000	95,447	2,065,305

Fund 404 - Water Capital Expenditures

Project		Source of Revenue						Source of Expenditures				
#	Notes	Beg C&I	Water Reserves	Developer	Grant	REET II	Total Revenue	Expenditure	Trf Out	Total Expenditure	Ending Fund Balance	Total Uses
Capital Outlay												
1	Lawson St. Main Replacement	Revenue, Water Capital Reserves	-	250,000	-	-	250,000	250,000	-	-	250,000	250,000
2	Telemetry Improvements	Revenue, Water Capital Reserves	15,869	20,000	-	-	35,869	20,000	-	-	35,869	35,869
3	NBPS Power Tree Trimming	Revenue, Water Capital Reserves	-	60,000	-	-	60,000	60,000	-	-	-	60,000
4	4.3 MG Reservoir Maintenance	4.3 MG Reservoir Maintenance	-	35,000	-	-	35,000	35,000	-	-	-	35,000
Capital Projects												
1	4.3 MG Tank Repaint		-	50,000	-	-	50,000	50,000	-	50,000	-	50,000
2	Morganville North Water Main Replacement		-	-	-	400,000	400,000	-	-	-	400,000	400,000
5	Water Capital Reserves		-	160,000	-	-	160,000	-	-	-	160,000	160,000
Total Water Fund Capital Costs			15,869	575,000	0	400,000	990,869	415,000	0	50,000	845,869	990,869

Fund 408 - Sewer Capital Expenditures

Project		Source of Revenue						Source of Expenditures				
#	Notes	Beg C&I	Sewer Reserves	Sewer Operating	REET II	Developer/ Impact Fees/ SEPA	Total Revenue	Expenditure	Trf Out	Total Expenditure	Ending Fund Balance	Total Uses
Capital Projects												
1	Morganville Lift Station Upgrade	-	-	-	-	-	-	-	-	-	-	-
2	Emergency Power Upgrade Analysis	-	75,000	-	-	-	75,000	75,000	-	75,000	-	75,000
3	Sewer Capital Reserves	-	45,000	-	-	-	45,000	45,000	-	45,000	-	45,000
		-	-	-	50,000	-	50,000	-	-	-	50,000	50,000
Total Sewer Fund Capital Costs		0	120,000	0	50,000	0	170,000	120,000	0	120,000	50,000	170,000

Fund 412 - Stormwater Capital Expenditures

Project		Source of Revenue						Source of Expenditures				
#	Note	Beg C&I	Capital Reserves	Stormwater Capital	REET II	Grants	Total Revenue	Expenditure	Trf Out	Total Expenditure	Ending Fund Balance	Total Uses
Capital Projects												
1	Storm Pond Property Acquisition	250,000	-	-	-	-	250,000	250,000	-	250,000	-	250,000
2	Ginder Creek Headwall	155,464	25,000	-	40,000	-	220,464	-	-	-	-	220,464
3	Stormwater Capital Reserves	-	-	-	19,926	-	19,926	-	-	-	-	19,926
Total Stormwater Capital Costs		405,464	25,000	0	59,926	0	490,390	250,000	0	250,000	0	490,390

Fund 510 - Equipment Replacement Capital Expenditures

Equipment		Source of Revenue						Source of Expenditures				
#	Note	Beg C&I	Water Capital	Sewer Capital	Stormwater Capital	REET II	Total Revenue	Expenditure	Trf Out	Total Expenditure	Ending Fund Balance	Total Uses
Capital Outlay												
		-	-	-	-	-	-	-	-	-	-	-
	Police Vehicle	197,284	-	-	-	-	197,284	100,000	-	100,000	97,284	197,284
	Riding Mower	-	-	-	-	-	-	25,000	-	25,000	-	-
	Utility Truck	-	-	-	-	-	-	75,000	-	75,000	-	-
	Compaction Roller & Trailer	-	-	-	-	-	-	45,000	-	45,000	-	-
		-	-	-	-	-	-	-	-	-	-	-
Capital Projects												
	Equipment Replacement Capital Reserve	18,800	60,000	-	31,000	50,000	159,800	-	-	-	14,800	159,800
	Public Works Building Improvement	24,594	180,000	-	31,000	35,000	270,594	-	-	-	270,594	270,594
Total Equipment Replacement Capital Costs		240,677	240,000	0	62,000	85,000	627,677	245,000	0	245,000	382,677	627,677



View From the Pedestrian Bridge Over Rock Creek

2026 Employee Allocations by Funding Source

2026 Employee Allocations by Funding Source							
Positions	Full Time Equivalent (FTE)	Funding Agreement	General Fund	Street Fund	Water Fund	Sewer Fund	Storm water Fund
1 City Administrator	1.00		0.60	0.10	0.10	0.10	0.10
2 Total Court	1.00	0.00	0.60	0.10	0.10	0.10	0.10
3 Court Administrator	1.00		1.00				
4 Judicial Specialist II	2.75		2.75				
5 Judicial Specialist I	0.00						
6 Total Court	3.75	0.00	3.75	0.00	0.00	0.00	0.00
7 City Clerk/HR Manager	1.00		0.60	0.10	0.10	0.10	0.10
8 Deputy City Clerk	1.00		0.50	0.13	0.13	0.12	0.12
9 Administrative Assistant III	0.75		0.75				
10 Finance Director	1.00		0.60	0.10	0.10	0.10	0.10
11 Deputy Finance Director	1.00		0.60	0.10	0.10	0.10	0.10
12 Senior Accountant	2.00		1.04	0.24	0.24	0.24	0.24
13 Accounting Clerk/Utility Billing Specialist	1.00		0.15		0.50	0.20	0.15
14 Administrative Assistant II	1.00		0.25	0.10	0.30	0.25	0.10
15 Information Service Manager	1.00		0.65	0.06	0.11	0.11	0.07
16 Communications & Info Svs/Admins Sup Tech I	1.00		0.65	0.06	0.11	0.11	0.07
17 Total Administration	10.75	0.00	5.79	0.89	1.69	1.33	1.05
18 Police Chief	1.00		1.00				
19 Police Commander	1.00		1.00				
20 Sergeant	2.00		2.00				
21 Police Officers	10.00		10.00				
22 Police Records Coordinator	1.00		1.00				
23 Police Clerk	1.00		1.00				
24 Total Police Department	16.00	0.00	16.00	0.00	0.00	0.00	0.00
25 MDRT & Economic Dev Director	1.00	1.00					
26 Construction Inspector Supervisor	1.00	1.00					
27 Construction Inspector	1.00	1.00					
28 Senior Accountant	0.75	0.75					
29 Total MDRT Review Team	3.75	3.75	0.00	0.00	0.00	0.00	0.00
30 Community Dev/Nat Resources Director	1.00		1.00				
31 Building Official	1.00		1.00				
32 Code Compliance Officer/Building Inspector	1.00		1.00				
32 Senior Planner	1.00		1.00				
33 Associate Planner	1.00		1.00				
33 Permit Technician	2.00		2.00				
34 Assistant Planner/Permit Technician	1.00		1.00				
35 Total Community Development	8.00	0.00	8.00	0.00	0.00	0.00	0.00
36 Public Works Director	1.00		0.10	0.225	0.225	0.225	0.225
37 Capital Project/Program Manager	1.00			0.25	0.25	0.25	0.25
38 Stormwater Coordinator	1.00						1.00
39 Facilities Equipment Coordinator	1.00		0.52	0.12	0.12	0.12	0.12
40 Management Analyst	1.00		0.15	0.20	0.40	0.10	0.15
41 Operations & Maintenance Superintendent	1.00		0.10	0.22	0.24	0.23	0.21
42 Utilities Operator	1.00		0.03	0.06	0.55	0.30	0.06
43 Utility Worker II	3.00		0.45	0.60	0.66	0.69	0.60
44 Utility Worker I	2.00		0.50	0.40	0.40	0.34	0.36
45 Gym Maintenance (hourly)	0.17		0.17				
46 Utility Worker Seasonal (hourly)	0.75		0.35	0.14	0.14	0.03	0.11
47 Total Public Works	12.92	0.00	2.37	2.21	2.98	2.29	3.08
48 Total Budget Positions (FTE's)	56.17	3.75	36.51	3.20	4.77	3.72	4.23

Exhibit A: City of Black Diamond Salary Schedule

Budgeted 2026 Positions	2026 Salary Schedule	Step 1	Step 2	Step 3	Step 4	Step 5
✓	City Administrator	14,734	15,472	16,245	17,057	17,910
	Assistant City Administrator	9,058	9,512	9,965	10,418	10,871
	City Attorney	9,203	9,663	10,146	10,653	11,185
✓	Court Administrator	7,584	7,963	8,362	8,780	9,220
✓	Judicial Specialist II	4,968	5,381	4,851	6,211	6,624
	Judicial Specialist I (hourly)	26.04	28.25	30.40	32.58	34.73
✓	Human Resources Director	9,654	10,169	10,686	11,200	11,721
✓	City Clerk/HR Manager	9,654	10,169	10,686	11,200	11,721
✓	Deputy City Clerk	5,791	6,197	6,602	7,006	7,412
✓	Administrative Assistant III	5,747	6,036	6,339	6,654	6,989
✓	Finance Director	10,543	11,069	11,624	12,204	12,815
✓	Deputy Finance Director	8,650	9,027	9,519	10,013	10,506
✓	Senior Accountant	6,520	6,846	7,189	7,548	7,923
✓	Accounting Clerk/Utility Billing Specialist	5,381	5,654	5,935	6,231	6,542
✓	Administrative Assistant II	4,870	5,112	5,369	5,637	5,920
	Administrative Assistant I	2,656	2,868	3,079	3,292	3,502
	Accounts Payable Clerk (hourly)	25.75	27.04	28.39	29.80	31.30
	Accountant 1 Journey (hourly)	18.73	19.66	20.63	21.67	22.76
✓	Information Services Manager	9,416	9,961	10,504	11,046	11,591
✓	Comm. & Infor. Svs/Admin Sup. Tech II	6,520	6,846	7,189	7,548	7,923
	Comm. & Infor. Svs/Admin Sup. Tech I	4,870	5,112	5,369	5,637	5,920
✓	Police Chief	14,159	14,641	15,226	15,611	16,172
✓	Police Commander	12,717	13,161	13,547	13,935	14,382
✓	Police Sergeant	10,923	11,536	-	-	-
✓	Police Officer	7,436	8,240	9,041	9,801	-
✓	Police Records Coordinator	5,791	6,197	6,602	7,006	7,412

✓	Police Clerk	4,983	5,233	5,494	5,769	6,056
	Police Clerk (hourly)	28.76	30.18	31.69	33.29	34.94
✓	MDRT & Economic Director	10,398	10,919	11,466	12,037	12,640
✓	Construction Inspector Supervisor	8,964	9,480	9,998	10,513	11,032
✓	Construction Inspector	7,534	7,968	8,405	8,837	9,271
✓	MDRT Senior Accountant (hourly)	37.62	39.50	41.48	43.54	45.71
	MDRT Planner (hourly)	29.26	31.31	33.37	35.41	37.45
✓	Community Dev/Nat Resources Director	10,398	10,919	12,037	12,038	12,640
✓	Building Official	8,964	9,480	9,998	10,513	11,032
✓	Code Compliance Officer/Building Inspector	6,382	6,701	7,037	7,388	7,756
✓	Senior Planner	8,452	8,875	9,319	9,784	10,274
✓	Associate Planner	7,220	7,581	7,960	8,358	8,776
	Permit Technician Supervisor	7,416	7,754	8,091	8,429	8,765
✓	Permit Technician	6,084	6,512	6,936	7,364	7,786
	Permit Technician (hourly)	35.10	37.58	40.02	42.49	44.92
✓	Assistant Planner / Permit Technician	5,791	6,197	6,602	7,006	7,412
	Parks Department Director	8,455	8,907	9,361	9,814	10,266
✓	Public Works Director	10,398	10,924	11,472	12,046	12,648
✓	Operations & Maintenance Superintendent	8,964	9,480	9,998	10,513	11,032
✓	Capital Projects Program Manager	8,626	9,058	9,509	9,986	10,485
✓	Stormwater Coordinator	7,307	7,563	7,827	8,101	8,427
✓	Facilities Equipment Coordinator	6,111	6,512	6,936	7,364	7,786
✓	Management Analyst	7,760	8,148	9,583	9,011	9,432
	Public Works Administrative Asst. III	5,747	6,036	6,339	6,654	6,989
✓	Utilities Lead	7,241	7,604	7,984	8,383	8,802
✓	Utility Worker II	5,812	6,104	6,408	6,730	7,066
✓	Utility Worker I	4,938	5,184	5,444	5,712	6,001
✓	Utility Worker Seasonal (hourly)	20.20	24.45	-	-	-



CITY OF BLACK DIAMOND

2025 Calendar for 2026 Budget Meetings

As Passed by Resolution 25-1686

	Process	Work Session Meeting	City Council	State Law Limitations
1	Budget CALL: 2026 Budget requests and instructions go out to all departments.			September 08
2	Budget estimates from departments are submitted to Finance Director.			September 22
3	Finance Director provides estimates for the complete financial program to the City Administrator.			October 01
4	Special Meeting - Work Session 6:00 PM - the City Administrator provides Council with current information on revenue from all sources as adopted in 2025 Budget. The City Administrator also provides the proposed Preliminary 2026 Budget for the General Fund and 2026 Budget totals for all funds including debt service & possible Revenue for Property Taxes.	September 18		October 06
5	Special Meeting - Work Session 5:30 PM – General Fund 2026 Budget Showing Revenues & Expenditures for Public Safety, Community Development, Parks, & all General Fund Revenues & Expenditures & possible Property Tax Increases.	September 25		Mid-October – Mid-November
6	Special Meeting – Work Session 6:00 – Public Works 2026 Budgets for Revenues and Expenditures for Street, Water, Sewer, Stormwater Funds. Also, for special funds such as REET I & II and General Government, Utilities, Capital Projects, and Debt Service.	October 02		November 18
7	The City Administrator prepares the 2026 Preliminary Budget and message and files with Council, Clerk, and Finance Director			November 02
8	City Clerk publishes notice of Public Hearing on 2026 Budget and filing of preliminary budget – once a week for two consecutive weeks			November 18
9	Preliminary 2026 Budget Document made available to Public at least six weeks before Jan. 1, 2026			November 18
10	Special Meeting – Work Session 6:00- 2026 General Fund revenue review and possible increases in property taxes and two property tax ordinances.	October 16		November 30

11	1st Public Hearing on 2026 Revenue Sources including possible increases in property taxes and two property tax ordinances.		October 16	Nov 1 – Nov 25
12	City Council adopts two 2026 Property Tax Ordinances & send to King County by Nov 30, 2025		November 06	November 30
13	City Council Holds 2nd Public Hearing on 2026 Preliminary Budget.		November 06	November 30
14	Council holds Final Budget Hearing on 2026 Budget		November 20	December 01
15	Council adopts Final 2026 Budget		November 20	December 31
16	Council amends 2025 Budget		November 20	December 31

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Public Hearing – 2026-2031 Capital Improvement Program	Agenda Date: November 6, 2025 AB25-122	
	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):	Court – Judge Swain/Tawnya Parks	
Fund Source:		
Timeline:		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Draft 2026-2031 CIP; PowerPoint		
SUMMARY STATEMENT: The 2026-2031 Capital Improvement Program (CIP) is a 6-year outlook on capital projects and expenditures, including the source of funding for those capital projects. The CIP was previously updated in 2022 with an outlook covering 2023-2028. City departments provided input for this CIP and gathered public input through a survey in the late summer. This public hearing provides another opportunity for the public to comment on the drafted CIP which incorporates some projects suggested by the public and city staff. The 2026-2031 CIP will need to be adopted by resolution at a future meeting. This resolution will serve as a detailed update to the Comprehensive Plan. This is a plan, not a budget document. Capital projects will be reviewed before inclusion in the budget. FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: Public Hearing only.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 6, 2025		

City of Black Diamond Capital Improvement Plan 2026 – 2031

October 13, 2025



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DRAFT

Overview of the Capital Improvement Program

What is the Capital Improvement Program?

The Capital Improvement Program (CIP) is a plan that lays out a six-year road map identifying present and future capital and infrastructure needs for the city. It is an investment in the future of our community.

Because the CIP is a plan rather than a budget, actual authorization for capital project spending for the upcoming year occurs when City Council adopts the Annual Budget in November/December.

Having the long range capital plan completed before the annual operating budget is developed helps management better incorporate both short and long term planning.

For each project there is an estimated start and completion date that has been projected by the city department in charge of the improvement. The CIP also defines the total cost of the project and the amount allocated to the project for each year of the plan.

Examples of projects in Black Diamond's six-year CIP include street rehabilitation, water projects, wastewater facilities, park improvements, and general facility capital needs and improvements.

How are projects in the Capital Improvement Plan paid for?

The CIP process involves balancing desired capital improvements that compete for scarce financial resources. Generally, funding for capital improvements is provided through Real Estate Excise Tax revenue (REET), capital reserves, public trust fund loans, grants, impact fees and developer funding.

Real estate excise taxes (REET) are collected from property sales within the city limits and are earmarked specifically for capital projects. However, in order to spend that money, a jurisdiction must have the project identified in a Capital Improvement Plan. So not only is the CIP a great overall planning tool for the city, it is also required to access REET monies.

Additionally, historical documentation of need is usually required when applying for grants. This need is documented in the CIP, as some projects get 'pushed out' from one year to the next due to lack of adequate funding.

Types of Capital Projects

Capital projects are essential to the delivery of many of Black Diamond's core services. The capital projects in each major department are described below.

- Transportation The road system in Black Diamond is a vital infrastructure to city residents, visitors and commuters. This infrastructure includes roads, bridges, bike lanes and sidewalks. The responsibility for the funding and construction of transportation infrastructure is usually shared with developers in the form of impact fees, as new development has need for additional transportation improvements. Most of the funding for street improvement comes from grants.
 - Parks and Recreation There are regional and local parks in Black Diamond as well as bike and hiking trails, a skate park and a BMX Course. Outdoor enthusiasts choose to live in Black Diamond for the natural beauty of the surroundings and sporting opportunities. Park facility improvements are primarily financed by grants, real estate excise taxes and developer contributions.
 - Utilities The city provides water, sewer and stormwater utility services to residents and businesses. Capital Facilities include water sources, facilities, reservoir, water lines, sewer treatment facilities, transmission systems and storm water detention facilities and culverts. Developers contribute to these projects, as growth requires infrastructure expansion. Utility fund reserves, grants, loans and real estate excise taxes also provide funding for utility capital projects in Black Diamond.
 - General Government Capital The city is responsible for funding the construction and maintenance of general capital facilities such as city buildings, vehicles and technology. These costs are primarily funded by real estate excise taxes in this CIP.
-

Level of Service

The number and type of capital facilities needed to serve Black Diamond is directly related to the level of public service provided. The level of service is established by City Council and the City's Comprehensive Plan.

Maintenance and Funding Constraints

Once completed and placed in service, capital facilities must be maintained. Funding for the maintenance of capital projects for City Utilities are funded with user fees in the respective operating budgets. Maintenance funding for projects are funded through current operations, not the capital budget. For that reason, the availability of funding for future maintenance must be considered when preparing the capital budget.

Development and Approval Process

The Capital Improvement Plan is updated biennially. Individual projects are submitted by department directors. They use a template provided by Finance staff. These requests include an update of current projects and projections on new projects and anticipated costs. Each project must have specific funding sources identified.

The Mayor, City Administrator, Finance Director and management meet to balance projects to available funding. A public hearing encourages public input. The proposed plan is then brought before Council for approval. This approved CIP then becomes an update and amendment to the capital facility portion of the City's Comprehensive Plan.

Summary List of Projects		Total \$ Requested	2026	2027	2028	2029	2030	2031
STREET PROJECTS								
T1	Street Preservation Program	1,650,000	275,000	275,000	275,000	275,000	275,000	275,000
T2	Neighborhood Street Improvement Program	655,827	85,000	93,500	102,850	113,135	124,449	136,893
T3	*SR 169 Roundabouts	20,800,000	20,800,000					
T4	Covington Creek Bridge	2,169,101	2,169,101					
T5	Roberts Drive Reconstruction, Ph I	3,472,030	3,472,030					
T6	*SR 169 Sidewalk - James St. to Roberts Dr.	780,000	780,000					
T7	*Lawson St./Botts Dr. Intersection Improvements	3,088,800	3,088,800					
T8	Sawyer Woods Sidewalk, Ph I	4,102,733	780,547	3,322,186				
T9	SR 169 and Park St. Crossing	324,754	74,943	249,811				
T10	SE 288th St. Sidewalk, Ph. I	1,612,000		403,000	1,209,000			
T11	*Lawson St./SR 169 Intersection Improvements	2,080,000			2,080,000			
T12	*Baker St./SR 169 Intersection Improvements	1,560,000			1,560,000			
T13	Roberts Drive Reconstruction, Ph. II	3,900,000			780,000	3,120,000		
T14	Baker Street Sidewalk	728,000			145,600	582,400		
T15	216th Ave. SE Pedestrian Improvements	790,000			166,000	624,000		
T16	*Pipeline Rd.	23,176,400				23,176,400		
T17	*Lawson Street Sidewalk, Ph. II	1,040,000				275,000	765,000	

T18	Sawyer Woods Sidewalk, Ph. II	2,470,000				550,000	1,920,000	
T19	*North Connector	4,955,600					4,955,600	
T20	*Lawson Connector	10,000,000					1,600,000	8,400,000
T21	Downtown Pedestrian Bypass	8,840,000					1,768,000	7,072,000
T22	Railroad Traffic and Pedestrian Improvements	1,200,000					300,000	900,000
T23	216th Ave. SE Pedestrian Improvements, Ph. II	250,000						250,000
T24	Crosswalk Program	150,000		50,000		50,000		50,000
Total STREET PROJECTS		99,795,245	31,525,421	4,393,497	6,318,450	28,765,935	11,708,049	17,083,893
WATER PROJECTS								
W1	*Springs Supply Reconstruction WSFFA	2,310,000	1,805,000	505,000				
W2	*3.0 MG Reservoir to 1175 Pressure Zone	3,000,000	500,000	2,500,000				
W3	*Booster Pumps to 1175 Pressure Zone	1,000,000	200,000	800,000				
W4	4.3 MG Tank Repaint	150,000	50,000	100,000				
W5	Morganville North Water Main Replacement	1,900,000	400,000	1,500,000				
W6	*Morgan St AC Water Main Replacement, Ph I	1,200,000		1,200,000				
W7	Lawson St Water Main Replacement	2,400,000		350,000	2,050,000			
W8	3rd Ave and Park St Water Main	1,320,000		264,000	1,056,000			
W9	*Diamond Square Frontage	275,000				275,000		
W10	Springs Power Turbine	100,000					100,000	

W11	Morgan St AC Water Main Replacement, Ph II	1,400,000				225,000	1,175,000	
W12	Pacific Street Water Line Loop	1,500,000					350,000	1,150,000
Total WATER PROJECTS		16,555,000	2,955,000	7,219,000	3,106,000	500,000	1,625,000	1,150,000
SEWER PROJECTS								
S1	Morganville Lift Station Upgrade	75,000	75,000					
S2	Morganville Lift Station Analysis	75,000		45,000	30,000			
S3	*Ten Trails Regional Lift Station	2,600,000	400,000	2,200,000				
S4	*Ten Trails Regional Force Main	3,550,000	150,000	3,400,000				
S5	*Ten Trails Trunk Line 8	4,250,000	250,000	4,000,000				
S6	*Ten Trails Trunk Line 9	4,750,000			250,000	2,000,000	2,500,000	
S7	*Rock Creek Lift Station	3,400,000	400,000	3,000,000				
S8	*Force Main 11	550,000	150,000	400,000				
S9	*Trunk Line 13	1,400,000			200,000	1,200,000		
S10	*Trunk Line 14	2,500,000			300,000	2,200,000		
S11	Emergency Power Upgrade Analysis	490,000	45,000	45,000	100,000	100,000	100,000	100,000
S12	Lift Sta Lighting, Security and Access Improvements	540,000		65,000	125,000	350,000		
S13	Pipeline Replacement Program	2,100,000			250,000	350,000	750,000	750,000
S14	Diamond Glen Pump Station Decommissioning	90,000			25,000	65,000		
S15	Diamond Valley Sewer Main	565,000					115,000	450,000

Total SEWER PROJECTS		565,000	1,470,000	13,155,000	1,280,000	6,265,000	3,465,000	1,300,000
STORMWATER PROJECTS								
D1	Regional Storm Pond	1,200,000	25,000	325,000	200,000	650,000		
D2	Ginder Creek Headwall	600,000	65,000	535,000				
D3	Morgan and Baker Street Retrofit	550,000			75,000	475,000		
D4	Lawson Hills Stormwater Ponds Improvement	175,000				175,000		
D5	Diamond Glen Stormwater Pond Decommission	150,000					150,000	
D6	Park Street Stormwater Facility	1,257,800					430,000	827,800
Total STORMWATER PROJECTS		3,932,800	90,000	860,000	275,000	1,300,000	580,000	827,800
ADMINISTRATION PROJECTS								
G1	City Hall	4,000,000	500,000	500,000	500,000	500,000	2,000,000	
G2	Public Works Facility	1,750,000	500,000	100,000	150,000	1,000,000		
TOTAL Administration Projects		5,750,000	1,000,000	600,000	650,000	1,500,000	2,000,000	
PARKS PROJECTS								
P1	Ginder Creek Trail and Site Restoration	2,055,064	1,000,000	1,055,064				
P2	Boat Launch Upgrades	250,000		75,000	175,000			
P3	*Coal Car Park	250,000	250,000					
P4	Regional Park Study	100,000		100,000				
P5	Eagle Creek Park	100,000			100,000			
P6	Boat Launch Park Shoreline Stabilization	200,000				50,000	150,000	

P7	Skatepark Playground	160,000						160,000
	TOTAL PARKS PROJECTS	3,115,064	1,250,000	1,230,064	275,000	50,000	150,000	160,000
	Grand Total Capital Projects	129,713,109	38,290,421	27,457,561	11,904,450	38,380,935	19,528,049	20,521,693

DRAFT

PROJECT FOR THE:

Street Department

T1

PROJECT TITLE:

Street Preservation Program

DESCRIPTION

Use for opportunities to provide asphalt overlays, short overlays, chip sealing, crack sealing, patch work, addressing minor safety problems on various City streets. This will allow the City to build a street preservation program to address deteriorating, non-neighborhood streets throughout the City. These streets typically would not qualify for grant funding.

BACKGROUND**COMMENTS**

CAPITAL PROJECT COSTS	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	150,000	25,000	25,000	25,000	25,000	25,000	25,000
Construction Costs	1,500,000	250,000	250,000	250,000	250,000	250,000	250,000
Capital Outlay							
Other (specify)							
TOTAL COSTS	1,650,000	275,000	275,000	275,000	275,000	275,000	275,000
REQUESTED FUNDING	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Grants							
Water Connection/Reserves							
Sewer Connection/Reserves							
Storm Connection/Reserves							
Developer/Impact Fees/SEPA							
Real Estate Excise Tax 1							
Real Estate Excise Tax II	1,650,000	275,000	275,000	275,000	275,000	275,000	275,000
PW Trust Fund Loan							
Beginning Fund Bal Carryover							
TOTAL SOURCES	1,650,000	275,000	275,000	275,000	275,000	275,000	275,000



PROJECT FOR THE: **Street Department** **T2**

PROJECT TITLE: **Neighborhood Street Improvement Program**

DESCRIPTION **Street Maintenance.** Annually the Public Works staff assesses the street system and selects key street preservation and improvement work. Typical activities under this project are chip sealing, crack sealing, patch work and addressing minor safety problems. Work may also include asphalt overlay of existing gravel roadways and engineering for stormwater improvements associated with those roadways.

BACKGROUND This project provides annual funding for minor street improvements that typically require minimal design engineering.

COMMENTS Amounts reflect an annual increase of about 10% to account for rising construction costs. Unspent funds would be added to the following year's budget. Utilizing funds from this account can take the place of some other overlay and maintenance projects that have been planned. Specific overlay and maintenance projects may still be included in the 6-Year TIP

CAPITAL PROJECT COSTS	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	77,156	10,000	11,000	12,100	13,310	14,641	16,105
Construction Costs	578,671	75,000	82,500	90,750	99,825	109,808	120,788
Capital Outlay							
Other (specify)							
TOTAL COSTS	655,827	85,000	93,500	102,850	113,135	124,449	136,893
REQUESTED FUNDING	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Grants							
Water Connection/Reserves							
Sewer Connection/Reserves							
Storm Connection/Reserves							
Developer/Impact Fees/SEPA							
Real Estate Excise Tax I							
Real Estate Excise Tax II	655,827	85,000	93,500	102,850	113,135	124,449	136,893
PW Trust Fund Loan							
Beginning Fund Bal Carryover							
TOTAL SOURCES	655,827	85,000	93,500	102,850	113,135	124,449	136,893



PROJECT FOR THE:

Street Department

T3

PROJECT TITLE:

SR 169 Roundabouts

DESCRIPTION

Capacity Adding Project. This project will replace the stop control intersection at Roberts Drive with a roundabout. The intersection with the Black Diamond-Ravensdale Road will be converted to a right in/right out intersection, and a new roundabout at the intersection of SR 169 and the future Pipeline Road will be constructed at the same time.

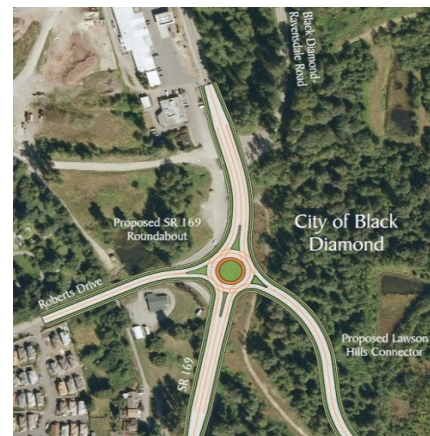
BACKGROUND

While the businesses on the west side of the road and the Black Diamond-Ravensdale intersection on the east side will only allow right in/right out movements, the two roundabouts will allow motorists access to both. The developer and the Master Development Review Team have worked with WSDOT to determine the roadway alignment and have approval as of spring 2022.

COMMENTS

Preliminary utility work will begin in 2022 with construction likely for 2025 and 2026.

CAPITAL PROJECT COSTS	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Environ Engr & Permitting							
Bid Documents							
Construction Costs							
Desing/Construction Engineering	20,800,000	20,800,000					
Environ Mitigation							
Management / Admin							
TOTAL COSTS	20,800,000	20,800,000					
REQUESTED FUNDING	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Developer Funded	20,800,000	20,800,000					
Grants							
Street Capital							
TOTAL SOURCES	20,800,000	20,800,000		2,028	2,029	2,030	2,031



PROJECT FOR THE: **Street Department** **T4**

PROJECT TITLE: **Covington Creek Bridge**

DESCRIPTION Replace the three failing culverts at Covington Creek (224th Ave. SE just south of SE 297th St.) with a prestressed girder bridge, along with associated grading and roadway improvements to the north and south of the bridge to match roadway profiles.

BACKGROUND The City has explored different options for repairing/replacing the three failing culverts. The culverts are corroded and are at the end of their useful life. The King County Flood Control District provided funding (\$2,897,960) for the bridge project in order to better protect 224th and provide better fish passage between Covington Creek and Lake Sawyer.

COMMENTS The City is exploring options to provide, at a minimum, a temporary structure to allow access through the construction site for emergency vehicles. King County Sewer will need to be repositioned and increase overall project cost.

CAPITAL PROJECT COSTS	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering	59,000	59,000					
Design Engineering & Permitting							
Construction Costs	2,080,101	2,080,101					
Management/Administration	30,000	30,000					
Other (specify)							
TOTAL COSTS	2,169,101	2,169,101					
REQUESTED FUNDING	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
King County Flood Control Dist.	2,060,101	2,060,101					
Water Connection/Reserves							
Sewer Connection/Reserves							
Storm Connection/Reserves							
Developer/Impact Fees/SEPA							
Real Estate Excise Tax 1							
Real Estate Excise Tax II							
PW Trust Fund Loan							
Beginning Fund Bal Carryover	109,000	109,000					
TOTAL SOURCES	2,169,101	2,169,101					

PROJECT FOR THE:

Street Department

T5

PROJECT TITLE:

Roberts Drive Reconstruction - City Hall to Ginder Creek, Ph. I

DESCRIPTION

Asphalt overlay between City Hall and Ginder Creek, extension of the existing sidewalk from the King County Library to Ginder Creek, pedestrian lighting, and associated stormwater improvements. Work may include a pedestrian crossing at Ginder Creek.

BACKGROUND

Roberts Drive has been improved by the City and the developer from western City limits to City Hall. The sidewalk has also been extended from western city limits to the King County Library.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Design & Bid Docs							
Management & Administration							
Management & Inspection							
Construction	3,472,030	3,472,030					
Services During Construction							
Contingency							
Capital Outlay							
Other (Specify)							
TOTAL COSTS	3,472,030	3,472,030					
REQUESTED FUNDING	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Real Estate Excise Tax II	521,107	521,107					
Grants	2,950,923	2,950,923					
Developer Contribution							
TOTAL SOURCES	3,472,030	3,472,030					



PROJECT FOR THE:

Street Department

T6

PROJECT TITLE:

SR 169 - James St. to Roberts Dr. Sidewalk

DESCRIPTION

Create a pedestrian link between James Street and Roberts Drive along SR 169 on the west side of the road. Crosswalks would be needed at James St. to connect with the existing sidewalk that goes south with James St. along with Rectangular Rapid Flashing Beacons (RRFBs).

BACKGROUND

This 6-foot wide sidewalk would provide a link to the downtown area and the north commercial area.

COMMENTS

This project is dependent on grant funding.

CAPITAL PROJECT COSTS	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Design & Bid Docs	780,000	780,000					
Management & Administration							
Management & Inspection							
Construction							
Services During Construction							
Contingency							
Capital Outlay							
Other (Specify)							
TOTAL COSTS	780,000	780,000					
REQUESTED FUNDING	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Grant Matching	780,000	780,000					
Real Estate Excise Tax II							
TIB Grant							
Developer Funds							
Other							
TOTAL SOURCES	780,000	780,000					



PROJECT TITLE:

Lawson Street/Botts Drive Intersection Improvements

DESCRIPTION

Developer project to improve the intersection of Lawson St. and SR 169 as well as Lawson Street and Botts Drive . Work would include channelization improvements and a new signal to facilitate turning movements.

BACKGROUND

This project was included as mitigation for the Lawson Hills MPD. This project will be completed in conjunction with the Baker St./SR 169 Intersection (**project T15**) due to the proximity of the intersections. They will need to be designed together to determine the best solution for both intersections.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Preliminary Design							
Design & Bid Docs							
Management & Administration							
Management & Inspection							
Construction	3,088,800	3,088,800					
Services During Construction							
Contingency							
Capital Outlay							
TOTAL COSTS	3,088,800	3,088,800					
REQUESTED FUNDING	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Developer Funded	3,088,800	3,088,800					
Grant Funds							
Other							
TOTAL SOURCES	3,088,800	3,088,800					

PROJECT FOR THE:	Street Department	T8
PROJECT TITLE:	Sawyer Woods Sidewalk, Ph. I	

DESCRIPTION New sidewalk, across from Sawyer Woods Elementary on 228th Ave. SE between SE 312th St. and SE 307th Pl. Work would include a sidewalk, pedestrian lighting, stormwater facilities, and a block wall.

BACKGROUND Sidewalks have been emphasized for pedestrian safety and mobility throughout the city. This sidewalk would give walking students to Sawyer Woods Elementary safer access to school. It will also help provide safer access to the Lake Sawyer Regional Park.

COMMENTS	This project is dependent on grant funding.
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CAPITAL PROJECT COSTS	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Land/Right of Way	200,000		200,000				
Building Improvements							
Construction Engineering							
Design Engineering	780,547	780,547					
Construction Costs	3,122,186		3,122,186				
Capital Outlay							
Other (specify)							
TOTAL COSTS	4,102,733	780,547	3,322,186				
REQUESTED FUNDING	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Safe Routes to School Grant	3,512,459	677,547	2,834,912				
Sewer Connection/Reserves							
Storm Connection/Reserves							
Developer/Impact Fees/SEPA							
Real Estate Excise Tax I							
Real Estate Excise Tax II	487,274		487,274				
PW Trust Fund Loan							
Beginning Fund Bal Carryover	103,000	103,000					
TOTAL SOURCES	4,102,733	780,547	3,322,186				



PROJECT FOR THE:

Street Department

T9

PROJECT TITLE:

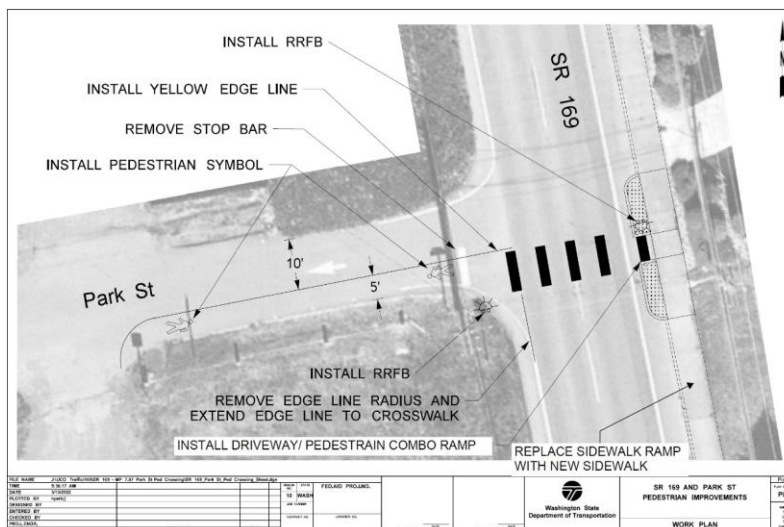
SR 169 & Park St Crossing

DESCRIPTION

Crosswalk, Designated pedestrian path on Park St., and Rectangular Rapid-Flashing Beacons (RRFBs)

BACKGROUND**COMMENTS**

CAPITAL PROJECT COSTS	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	74,943	74,943					
Construction Costs	249,811		249,811				
Capital Outlay							
Other (specify)							
TOTAL COSTS	324,754	74,943	249,811				
REQUESTED FUNDING	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Grants	276,041	63,702	212,339				
Real Estate Excise Tax II	48,713	11,241	37,472				
Developer Contribution							
TOTAL SOURCES	324,754	74,943	249,811				



PROJECT FOR THE:

Street Department

T10

PROJECT TITLE:

SE 288th St. Sidewalk, Ph. I

DESCRIPTION

New 6' wide sidewalk on the south side of SE 288th St. between 216th Ave. and 224th Ave. SE. Work will also include any necessary stormwater improvements and could include pedestrian-level lighting.

BACKGROUND

Sidewalks have been emphasized for pedestrian safety and mobility throughout the city. This sidewalk start to build a network of sidewalks on the city-side of the road. This first leg would connect to 216th, which would connect residents on and around SE 288th to the neighborhood commercial area on 216th between SE 288th and SE 292nd.

COMMENTS

This project is dependent on grant funding.

CAPITAL PROJECT COSTS	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Management/Administration	403,000		403,000				
Design Engineering	1,209,000			1,209,000			
Construction Costs							
TOTAL COSTS	1,612,000		403,000	1,209,000			
REQUESTED FUNDING	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
TIB Grant	1,370,200		342,550	1,027,650			
Real Estate Excise Tax II	241,800		60,450	181,350			
KCDG ADA Accessibility Grant							
TOTAL SOURCES	1,612,000		403,000	1,209,000			



PROJECT FOR THE:

Street Department

T11

PROJECT TITLE:

Lawson St. & SR 169 Intersection Improvements

DESCRIPTION

Intersection improvements to increase level of service, safety, and pedestrian crossing.
Work may be completed with project #13

BACKGROUND**COMMENTS**

CAPITAL PROJECT COSTS	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs	2,080,000			2,080,000			
Capital Outlay							
Other (specify)							
TOTAL COSTS	2,080,000			2,080,000			
REQUESTED FUNDING	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Grants							
Developer/Impact Fees/SEPA	2,080,000			2,080,000			
Real Estate Excise Tax 1							
Real Estate Excise Tax II							
PW Trust Fund Loan							
Beginning Fund Bal Carryover							
TOTAL SOURCES	2,080,000			2,080,000			

PROJECT TITLE:

Baker St. & SR 169 Intersection Improvements

DESCRIPTION

Developer project to improve the intersection of Baker St. and SR 169. Work would include channelization improvements and a new signal to facilitate turning movements.

BACKGROUND

This project was included as mitigation for the Lawson Hills MPD. This project will be completed in conjunction with the Lawson St./SR 169 Intersection (project T14) due to the proximity of the intersections. They will need to be designed together to determine the best solution for both intersections.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Preliminary Design							
Design & Bid Docs							
Management & Administration							
Management & Inspection							
Construction	1,560,000			1,560,000			
Services During Construction							
Contingency							
Capital Outlay							
TOTAL COSTS	1,560,000			1,560,000			
REQUESTED FUNDING	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Developer/Impact Fees/SEPA	1,560,000			1,560,000			
Grant Funds							
Other							
TOTAL SOURCES	1,560,000			1,560,000			

PROJECT TITLE:

Roberts Drive Reconstruction - Ginder Creek to SR 169, Ph. II

DESCRIPTION

Asphalt overlay between Ginder Creek and SR 169, extension of the existing sidewalk from Ginder Creek to connect to the new SR 169 roundabout, pedestrian lighting, and associated stormwater improvements. Work may include a pedestrian crossing at Ginder Creek and culvert upgrades.

BACKGROUND

Roberts Drive has been improved by the City and the developer from western City limits to City Hall. The sidewalk has also been extended from western city limits to the King County Library.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Design & Bid Docs	780,000			780,000			
Management & Administration							
Management & Inspection							
Construction	3,120,000				3,120,000		
Services During Construction							
Contingency							
Capital Outlay							
Other (Specify)							
TOTAL COSTS	3,900,000			780,000	3,120,000		
REQUESTED FUNDING	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Real Estate Excise Tax II	585,000			117,000	468,000		
Grants	3,315,000			663,000	2,652,000		
Developer Contribution							
TOTAL SOURCES	3,900,000			780,000	3,120,000		



PROJECT FOR THE:

Street Department

T14

PROJECT TITLE:

Baker Street Sidewalk

DESCRIPTION

Sidewalk on the south side of Baker St. between Railroad and SR 169, then on the west side of SR 169 between Baker and Lawson

BACKGROUND**COMMENTS**

CAPITAL PROJECT COSTS	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	145,600			145,600			
Construction Costs	582,400				582,400		
Capital Outlay							
Other (specify)							
TOTAL COSTS	728,000			145,600	582,400		
REQUESTED FUNDING	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Grants	582,400			116,480	465,920		
Grant Matching							
Real Estate Excise Tax 1							
Real Estate Excise Tax II	145,600			29,120	116,480		
PW Trust Fund Loan							
Beginning Fund Bal Carryover							
TOTAL SOURCES	728,000			145,600	582,400		

PROJECT TITLE:

216th Ave. SE Pedestrian Improvements

DESCRIPTION

New pedestrian facilities on the east side of 216th Ave. SE between SE 288th St. and SE 292nd St. (Covington-Sawyer Rd.). Work will also include any necessary stormwater improvements and could include pedestrian-level lighting.

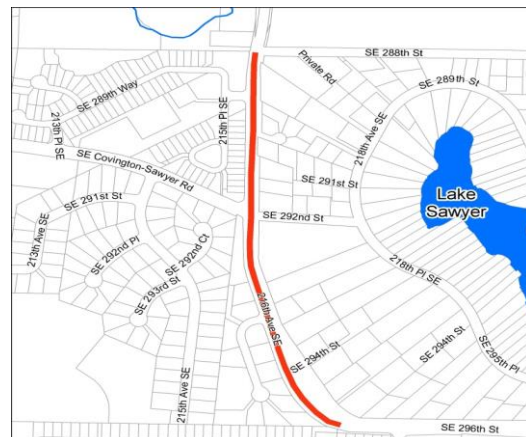
BACKGROUND

Sidewalks have been emphasized for pedestrian safety and mobility throughout the city. This sidewalk would put safer pedestrian facilities on the east side of 216th in front of the existing businesses. Design work will need to incorporate maintaining access and parking for businesses in this area. This project could link to future sidewalks south towards Kentlake High School and further to Sawyer Woods Elementary (projects T9 and T).

COMMENTS

The City could seek grant funding in 2027, project design in 2028, with construction in 2029. The estimate below shows design-related costs only. Construction costs are currently estimated at \$565,000 for a total project cost of \$750,000. This project would be dependent on grant funding, which would carry a minimum match requirement of 15%.

CAPITAL PROJECT COSTS	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Management/Administration	10,000			10,000			
Design Engineering	156,000			156,000			
Construction Costs	624,000				624,000		
TOTAL COSTS	790,000			166,000	624,000		
REQUESTED FUNDING	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
TIB Grant	671,500			141,100	530,400		
Real Estate Excise Tax II	118,500			24,900	93,600		
KCDG ADA Accessibility Grant							
TOTAL SOURCES	790,000			166,000	624,000		



PROJECT FOR THE:	Street Department	T16
PROJECT TITLE:	Pipeline Road	

DESCRIPTION This project is a requirement of developer of the MPD. It calls for the construction of a new roadway, along with pedestrian facilities, between a new roundabout on the Lake Sawyer Rd. to a new roundabout on SR 169, by the old Columbia Bank building.

BACKGROUND This project is a requirement of the development agreement for The Villages. It will go along an existing access road in the Palmer Coking Coal pit.

COMMENTS Timing on this project is driven by the development agreement for The Villages.

CAPITAL PROJECT COSTS	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Engineering & Bid Docs							
Management & Administration							
Construction	23,176,400				23,176,400		
Design Engineering							
Capital Outlay							
TOTAL COSTS	23,176,400				23,176,400		
REQUESTED FUNDING	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Developer Funded	23,176,400				23,176,400		
Grant Matching							
Wastewater Conn/Reserves							
Stormwater Con/Reserves							
Developer/Impact Fees/SEPA							
Real Estate Excise Tax 1							
Real Estate Excise Tax 2							
PW Trust Fund Loan							
TOTAL SOURCES	23,176,400				23,176,400		



PROJECT FOR THE:

Street Department

T17

PROJECT TITLE:

Lawson St. Sidewalk, Ph. II

DESCRIPTION

Pedestrian connection on Lawson St. between 6th Ave. and Newcastle Dr. Work would include a crosswalk at 6th Ave. and a crosswalk at Newcastle Dr. The sidewalk placement would be on the south side of Lawson St. due to minimal space on the north side for a sidewalk and any necessary stormwater features.

BACKGROUND

This project would provide a pedestrian connection for residents along Lawson St., residents in Lawson Hills Estates, and future residents of the Lawson Hills MPD to Council Chambers, Black Diamond Elementary, the historic downtown, the King County Library, Morganville, and Ten Trails.

COMMENTS

Public Works has explored grant funding for this project in the past. Funding agencies have advised that this project likely would not score well. This is a planned project by the developer for the Lawson Hills MPD. There is a potential for Safe Routes to School funding

CAPITAL PROJECT COSTS	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	260,000				260,000		
Management & Administration	30,000				15,000	15,000	
Construction Costs	750,000					750,000	
Capital Outlay							
Other (Specify)							
TOTAL COSTS	1,040,000				275,000	765,000	
REQUESTED FUNDING	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Grant							
TIB Grant							
REET II							
Developer Funding	1,040,000				275,000	765,000	
Other (Specify)							
TOTAL SOURCES	1,040,000				275,000	765,000	



PROJECT FOR THE:	Street Department	T18
PROJECT TITLE:	Sawyer Woods Sidewalk, Ph. II	

DESCRIPTION	New sidewalk, continuing the Phase I Sawyer Woods Sidewalk north from SE 307th Pl. to SE 304th St. Work would include a sidewalk, pedestrian lighting, stormwater facilities, and a block wall with potential sidewalk at SE 304th St.
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BACKGROUND Sidewalks have been emphasized for pedestrian safety and mobility throughout the city. This sidewalk would give walking students to Sawyer Woods Elementary safer access to school. It will also help provide safer access to the Lake Sawyer Regional Park.

COMMENTS	This project is dependent on grant funding.
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CAPITAL PROJECT COSTS	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Land/Right of Way	75,000				75,000		
Building Improvements							
Preliminary Engineering							
Construction Engineering	20,000					20,000	
Design Engineering	475,000				475,000		
Construction Costs	1,900,000					1,900,000	
Capital Outlay							
Other (specify)							
TOTAL COSTS	2,470,000				550,000	1,920,000	
REQUESTED FUNDING	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Safe Routes to School Grant	2,350,000				523,000	1,827,000	
Grant Matching							
Real Estate Excise Tax I							
Real Estate Excise Tax II	120,000				27,000	93,000	
PW Trust Fund Loan							
Beginning Fund Bal Carryover							
TOTAL SOURCES	2,470,000				550,000	1,920,000	



PROJECT FOR THE:

Street Department

T19

PROJECT TITLE:

North Connector

DESCRIPTION

New minor arterial connection to SR 169 in the north triangle (potential roundabout) south to the future Pipeline Rd.

BACKGROUND

This project is a requirement of the development agreement for The Villages and will be necessary for the commercial area located in the north triangle portion of The Villages MPD.

COMMENTS

Timing on this project is driven by the development agreement for The Villages.

CAPITAL PROJECT COSTS	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Management & Administration							
Construction Costs	4,955,600					4,955,600	
Capital Outlay							
Other (Specify)							
TOTAL COSTS	4,955,600					4,955,600	
REQUESTED FUNDING	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Developer Funded	4,955,600					4,955,600	
Real Estate Excise Tax II							
Street Funds							
Grant Match							
TIB Federal Grant Matching							
TOTAL SOURCES	4,955,600					4,955,600	

PROJECT FOR THE:

Street Department

T20

PROJECT TITLE:

Lawson Connector/Lawson Parkway

DESCRIPTION

This project is a requirement of the developer of the Lawson Hills MPD. It calls for the construction of a new 36' wide minor arterial connection to SR 169 (between the roundabout at Roberts Dr. and James St.) along with pedestrian facilities, bike lanes, and street lighting.

BACKGROUND

This project is a requirement of the development agreement for Lawson Hills. It will connect to Lawson Street via a new route to the east of the Lawson Hills Estates neighborhood.

COMMENTS

Timing on this project is driven by the development agreement for Lawson Hills Estates.

CAPITAL PROJECT COSTS	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	1,550,000					1,550,000	
Construction Costs	8,350,000						8,350,000
Capital Outlay							
Management and Administration	100,000					50,000	50,000
TOTAL COSTS	10,000,000					1,600,000	8,400,000
REQUESTED FUNDING	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Developer Funding	10,000,000					1,600,000	8,400,000
Water Connection/Reserves							
Wastewater Con/Reserves							
Stormwater Con/Reserves							
Street Funds							
Dev/Impact Fees/SEPA							
Real Estate Excise Tax 1							
Real Estate Excise Tax II							
TOTAL SOURCES	10,000,000					1,600,000	8,400,000

PROJECT TITLE:

Downtown Pedestrian Bypass

DESCRIPTION

New shared use pedestrian pathways from the south to north end of the Black Diamond downtown area.

BACKGROUND**COMMENTS**

CAPITAL PROJECT COSTS	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	8,840,000					1,768,000	7,072,000
Construction Costs							
Capital Outlay							
Other (specify)							
TOTAL COSTS	8,840,000					1,768,000	7,072,000
REQUESTED FUNDING	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Grants	7,072,000					1,414,400	5,657,600
Grant Matching							
Real Estate Excise Tax 1							
Real Estate Excise Tax II	1,768,000					353,600	1,414,400
Beginning Fund Bal Carryover							
TOTAL SOURCES	8,840,000					1,768,000	7,072,000



PROJECT TITLE:

Railroad Ave Traffic and Pedestrian Improvements

DESCRIPTION

Develop additional public parking in the downtown area of Baker Street and Railroad Ave. This project would be to improve parking and pedestrian facilities in and around the historic downtown area.

BACKGROUND

Most of the existing buildings in the Railroad Ave area were constructed without off street parking lots other than the Eagles Hall. This area is zoned "Town Center" which does not require off street parking with the development of the property. There currently is a deficiency in available parking to support the existing businesses. The scope of this project will be refined in the initial preliminary engineering phase. In the preliminary phase of this project the city will compare several options for expanding parking and pedestrian facilities in the area.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Land/Right of Way							
Preliminary Engineering	300,000					300,000	
Design Engineering							
Management and Admin	900,000						900,000
Construction							
Capital Outlay							
Parking Study							
TOTAL COSTS	1,200,000					300,000	900,000
REQUESTED FUNDING	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Grants							
Grant Matching							
Real Estate Excise Tax II	1,200,000					300,000	900,000
Other (Specify)							
TOTAL SOURCES	1,200,000					300,000	900,000

PROJECT FOR THE:

Street Department

T23

PROJECT TITLE:

216th Ave SE Pedestrian Improvements, Ph II

DESCRIPTIONExtending sidewalk from SE 293rd Pl to 219th Ave SE for pedestrian facilities.**BACKGROUND**

Sidewalks have been emphasized for pedestrian safety and mobility throughout the city. This sidewalk would put safer pedestrian facilities on the east side of 216th. This project could link to future sidewalks south towards Kentlake High School and further to Sawyer Woods Elementary (projects T9 and T20).

COMMENTS

CAPITAL PROJECT COSTS	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Land/Right of Way	250,000						250,000
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs							
Capital Outlay	250,000						250,000
Management and Administration							
TOTAL COSTS	250,000						250,000
REQUESTED FUNDING	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Developer Funding	250,000						250,000
Dev/Impact Fees/SEPA							
Real Estate Excise Tax 1							
Real Estate Excise Tax II							
TOTAL SOURCES	250,000						250,000

PROJECT FOR THE:

Street Department

T24

PROJECT TITLE:

Crosswalk Program

DESCRIPTION

Design and construction of crosswalks and crosswalk enhancements to create better walkability around town.

BACKGROUND

Public works has received requests from residents for solutions to increase visibility, such as rapid flashing beacons, for the crosswalk at Roberts Drive and Bruckners Way.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	30,000		10,000		10,000		10,000
Construction Costs	120,000		40,000		40,000		40,000
Capital Outlay							
Other (specify)							
TOTAL COSTS	150,000		50,000		50,000		50,000
REQUESTED FUNDING	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Grants							
Real Estate Excise Tax 1							
Real Estate Excise Tax II	150,000		50,000		50,000		50,000
PW Trust Fund Loan							
Beginning Fund Bal Carryover							
TOTAL SOURCES	150,000		50,000		50,000		50,000

Street Department (Transportation Projects)

CAPITAL PROJECT SUMMARY

Summary by Project		Capital Plan 2026-2031					
Project Title	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
T1 Street Preservation Program	1,650,000	275,000	275,000	275,000	275,000	275,000	275,000
T2 Neighborhood Street Improvement Program	655,827	85,000	93,500	102,850	113,135	124,449	136,893
T3 *SR 169 Roundabouts	20,800,000	20,800,000					
T4 Covington Creek Bridge	2,169,101	2,169,101					
T5 Roberts Drive Reconstruction, Ph I	3,472,030	3,472,030					
T6 *SR 169 Sidewalk - James St. to Roberts Dr.	780,000	780,000					
T7 *Lawson St./Botts Dr. Intersection Improvements	3,088,800	3,088,800					
T8 Sawyer Woods Sidewalk, Ph I	4,102,733	780,547	3,322,186				
T9 SR 169 and Park St. Crossing	324,754	74,943	249,811				
T10 SE 288th St. Sidewalk, Ph. I	1,612,000		403,000	1,209,000			
T11 *Lawson St./SR 169 Intersection Improvements	2,080,000			2,080,000			
T12 *Baker St./SR 169 Intersection Improvements	1,560,000			1,560,000			
T13 Roberts Drive Reconstruction, Ph. II	3,900,000			780,000	3,120,000		
T14 Baker Street Sidewalk	728,000			145,600	582,400		
T15 216th Ave. SE Pedestrian Improvements	790,000			166,000	624,000		
T16 *Pipeline Rd.	23,176,400				23,176,400		
T17 *Lawson Street Sidewalk, Ph. II	1,040,000				275,000	765,000	
T18 Sawyer Woods Sidewalk, Ph. II	2,470,000				550,000	1,920,000	
T19 *North Connector	4,955,600					4,955,600	
T20 *Lawson Connector	10,000,000					1,600,000	8,400,000
T21 Downtown Pedestrian Bypass	8,840,000					1,768,000	7,072,000
T22 Railroad Traffic and Pedestrian Improvements	1,200,000					300,000	900,000
T23 216th Ave. SE Pedestrian Improvements, Ph. II	250,000						250,000
T24 Crosswalk Program	150,000		50,000		50,000		50,000
TOTAL ESTIMATED COSTS	99,795,245	31,525,421	4,393,497	6,318,450	28,765,935	11,708,049	17,083,893
Funding Sources							
TIB, CDBG and Other Grants							
T4 Covington Creek Bridge	2,060,101	2,060,101					
T5 Roberts Dr. - City Hall to Ginder Creek	2,950,923	2,950,923					
T8 Sawyer Woods Sidewalk, Ph. I	3,512,459	677,547	2,834,912				
T9 SR 169 and Park St. Crossing	276,041	63,702	212,339				
T10 SE 288th St. Sidewalk, Ph. I	1,370,200		342,550	1,027,650			
T13 Roberts Drive Reconstruction, Ph. II	3,315,000			663,000	2,652,000		
T14 Baker Street Sidewalk	582,400			116,480	465,920		
T15 216th Ave. SE Pedestrian Improvements	671,500			141,100	530,400		
T18 Sawyer Woods Sidewalk, Ph. II	2,350,000				523,000	1,827,000	
T21 Downtown Pedestrian Bypass	7,072,000					1,414,400	5,657,600
Total Grant Funding	24,160,624	5,752,273	3,389,801	1,948,230	4,171,320	3,241,400	5,657,600
Developer Funded/Impact Fees/SEPA							
T3 *SR 169 Roundabouts	20,800,000	20,800,000					
T6 *SR 169 - James St. to Roberts Dr. Sidewalk	780,000	780,000					
T7 *Lawson St./Botts Dr. Intersection Improvements	3,088,800	3,088,800					
T11 *Lawson St./SR 169 Intersection Improvements	2,080,000			2,080,000			
T12 *Baker St./SR 169 Intersection Improvements	1,560,000			1,560,000			
T16 *Pipeline Rd.	23,176,400				23,176,400		
T17 *Lawson Street Sidewalk, Ph. II	1,040,000				275,000	765,000	
T19 *North Connector	4,955,600					4,955,600	
T20 *Lawson Connector/Lawson Parkway	10,000,000					1,600,000	8,400,000
Total Developer/Impact/SEPA Funding	67,480,800	24,668,800		3,640,000	23,451,400	7,320,600	8,400,000
Real Estate Excise Tax II Funding							
T1 Street Preservation Program	1,650,000	275,000	275,000	275,000	275,000	275,000	275,000
T2 Neighborhood Street Improvement Program	655,827	85,000	93,500	102,850	113,135	124,449	136,893
T5 Roberts Dr. - City Hall to Ginder Creek	521,107	521,107					
T8 Sawyer Woods Sidewalk, Ph I	487,274		487,274				
T9 SR 169 and Park St. Crossing	48,713	11,241	37,472				
T10 SE 288th St. Sidewalk, Ph. I	241,800		60,450	181,350			
T13 Roberts Drive Reconstruction, Ph. II	585,000			117,000	468,000		
T14 Baker Street Sidewalk	145,600			29,120	116,480		
T15 216th Ave. SE Pedestrian Improvements	118,500			24,900	93,600		
T18 Sawyer Woods Sidewalk, Ph. II	120,000				27,000	93,000	
T21 Downtown Pedestrian Bypass	1,768,000					353,600	1,414,400
T22 Railroad Traffic and Pedestrian Improvements	1,200,000					300,000	900,000
T23 216th Ave. SE Pedestrian Improvements, Ph. II	250,000						250,000
T24 Crosswalk Program	150,000		50,000		50,000		50,000
Total Real Estate Excise Tax II Funding	7,941,821	892,348	1,003,696	730,220	1,143,215	1,146,049	3,026,293
Carryover Funds							
T4 Covington Creek Bridge	109,000	109,000					
T8 Sawyer Woods Sidewalk, Ph I	103,000	103,000					
Total Carryover Funds	212,000	212,000					
TOTAL ESTIMATED FUNDING SOURCES	99,795,245	31,525,421	4,393,497	6,318,450	28,765,935	11,708,049	17,083,893

PROJECT FOR THE:

Water Department

W1

PROJECT TITLE:

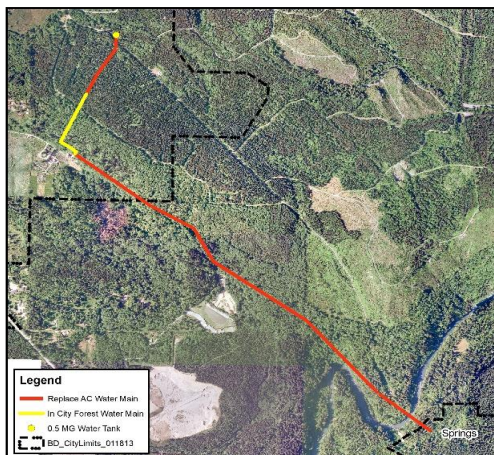
Springs Supply Reconstruction

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**COMMENTS**

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Road/bldg imp.							
Design Engineering	100,000	100,000					
Management / Admin							
Easements							
Construction Costs	2,210,000	1,705,000	505,000				
Legal Fees							
TOTAL COSTS	2,310,000	1,805,000	505,000				
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Water Supply & Fac. Funding Agreement	2,310,000	1,805,000	505,000				
TOTAL SOURCES	2,310,000	1,805,000	505,000				



PROJECT FOR THE:

Water Department

W2

PROJECT TITLE:

3.0 MG Reservoir

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.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Land/Right of Way							
Building Improvements							
Management / Administration							
Permitting, easements, legal							
Engineering/Construction Costs	3,000,000	500,000	2,500,000				
Other (Specify)							
TOTAL COSTS	3,000,000	500,000	2,500,000				
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Grants (specify)							
Water Connection Fees/Reserves							
Developer Funded	3,000,000	500,000	2,500,000				
Real Estate Excise Tax I							
Real Estate Excise Tax II							
Water Fund Reserves							
Developer Mitigation							
TOTAL SOURCES	3,000,000	500,000	2,500,000				

PROJECT FOR THE:

Water Department

W3

PROJECT TITLE:

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.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Land/Right of Way							
Building Improvements							
Construction Engineering							
Preliminary Engineering							
Design Engineering							
Management / Administration							
Permitting, easements, legal							
Engineering/Construction Costs	1,000,000	200,000	800,000				
Other (Specify)							
TOTAL COSTS	1,000,000	200,000	800,000				
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Grants (specify)							
Water Connection Fees/Reserves							
Stormwater Connection Fees/Res							
Street Funds							
Developer Funded	1,000,000	200,000	800,000				
Real Estate Excise Tax I							
Real Estate Excise Tax II							
Water Fund Reserves							
Developer Mitigation							
TOTAL SOURCES	1,000,000	200,000	800,000				

PROJECT FOR THE:

Water Department

W4

PROJECT TITLE:

4.3 Mil Gal Tank Maintenance & Repairs

DESCRIPTION

The 4.3 million gallon water tank will be 20 years old in 2026. The interior will need inspection. The exterior will need cleaning and potentially spot treatment where the coating is damaged.

COMMENTS

While this project is a maintenance project, the work does extend the life of the coating by 10 years or more and therefore is included in this Capital Improvement Plan

COMMENTS

This is specialized work and requires specialized inspections, both of which will need to be completed by contractors/consultants.

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Inspections	25,000	25,000					
Engineering	25,000	25,000					
Water Tank Maintenance	100,000		100,000				
TOTAL COSTS	150,000	50,000	100,000				
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Water Rates	150,000	50,000	100,000				
TOTAL SOURCES	150,000	50,000	100,000				

Newly constructed



2025



PROJECT FOR THE:

Water Department

W5

PROJECT TITLE:

Morganville North Water Main Replacement

DESCRIPTION

Replace 4 inch and 6 inch asbestos water main on Morgan Drive from Roberts Drive to the north end of Morgan Drive, east to Union and then south 350 feet to the existing ductile iron pipe, for a total of 1,600 feet.

BACKGROUND

This project will improve fire flows to the north Morganville area and replace substandard pipe that is nearing its useful performance life. An income survey will be required to determine eligibility for Community Development Block Grant Funding.

COMMENTS

Further future study of the existing asbestos water mains may show that a different asbestos water main should be replaced than this particular water main. Leak history, street reconstruction projects, pavement condition, developer improvements and asbestos pipe strength tests may change the priority of the asbestos pipe to be replaced.

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Income Survey/ CDBG Application							
King County Environmental Engineering	400,000	400,000					
Construction	1,500,000		1,500,000				
Contingency							
TOTAL COSTS	1,900,000	400,000	1,500,000				
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
KC CDBG Grant	950,000	400,000	550,000				
REET II	250,000		250,000				
Water Rates	700,000		700,000				
TOTAL SOURCES	1,900,000	400,000	1,500,000				



PROJECT FOR THE:

Water Department

W6

PROJECT TITLE:

Morgan Street AC Water Main Replacement, Ph. I

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.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Land/Right of Way							
Building Improvements							
Management / Administration							
Permitting, easements, legal							
Engineering/Construction Costs	1,200,000		1,200,000				
Other (Specify)							
TOTAL COSTS	1,200,000		1,200,000				
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
KC CDBG Grant							
Water Connection Fees/Reserves							
Stormwater Connection Fees/Res							
Street Funds							
Developer Funded	1,200,000		1,200,000				
Real Estate Excise Tax I							
Real Estate Excise Tax II							
Water Fund Reserves							
TOTAL SOURCES	1,200,000		1,200,000				



PROJECT FOR THE:

Water Department

W7

PROJECT TITLE:

Lawson Street Water Main Replacement

DESCRIPTION

Upgrade the existing 8" water main to a 12" ductile iron water main on Lawson St. between 3rd Ave. and Botts Dr. Work will also require the replacement of a pressure reducing valve (PRV).

BACKGROUND

This portion of water main replacement was targetted for increasing fire flow redundancy in the downtown area along SR 169.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Land/Right of Way							
Building Improvements							
Construction Engineering	50,000			50,000			
Preliminary Engineering							
Design Engineering	350,000		350,000				
Management / Administration							
Permitting, easements, legal							
Construction Costs	2,000,000			2,000,000			
Other (Specify)							
TOTAL COSTS	2,400,000		350,000	2,050,000			
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Grants (specify)							
Developer Funded							
Real Estate Excise Tax I							
Real Estate Excise Tax II	200,000			200,000			
Water Fund Reserves	2,200,000		350,000	1,850,000			
Developer Mitigation							
TOTAL SOURCES	2,400,000		350,000	2,050,000			

PROJECT FOR THE:

Water Department

W8

PROJECT TITLE:

3rd Ave and Park Street Water Main

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.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Land/Right of Way							
Building Improvements							
Management / Administration							
Engineering	264,000		264,000				
Construction	1,056,000			1,056,000			
Other (Specify)							
TOTAL COSTS	1,320,000		264,000	1,056,000			
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Grants (specify)							
Water Connection Fees/Reserves							
Stormwater Connection Fees/Res							
Street Funds							
Developer Funded							
Real Estate Excise Tax I							
Real Estate Excise Tax II							
Water Fund Reserves	1,320,000		264,000	1,056,000			
Developer Mitigation							
TOTAL SOURCES	1,320,000		264,000	1,056,000			

PROJECT FOR THE:

Water Department

W9

PROJECT TITLE:

Diamond Square Frontage

DESCRIPTION

Install a 12" ductile iron water main along the western 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.

COMMENTS

The City and developers have completed most portions of this project in 2021, 2022 and 2023.

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Management / Administration Permitting, easements, legal Engineering							
Construction Costs	275,000				275,000		
TOTAL COSTS	275,000				275,000		
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Developer Funded	275,000				275,000		
Water Fund Reserves							
Developer Mitigation							
TOTAL SOURCES	275,000				275,000		

PROJECT FOR THE:

Water Department

W10

PROJECT TITLE:

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.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Land/Right of Way							
Building Improvements							
Management / Administration							
Permitting, easements, legal							
Engineering/Construction Costs	100,000					100,000	
Other (Specify)							
TOTAL COSTS	100,000					100,000	
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Grants (specify)							
Water Connection Fees/Reserves							
Stormwater Connection Fees/Res							
Street Funds							
Developer Funded							
Real Estate Excise Tax I							
Real Estate Excise Tax II							
Water Fund Reserves	100,000					100,000	
Developer Mitigation							
TOTAL SOURCES	100,000					100,000	

PROJECT FOR THE:

Water Department

W11

PROJECT TITLE:

Morgan Street AC Water Main Replacement, Ph. II

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.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Land/Right of Way							
Building Improvements							
Management / Administration							
Permitting, easements, legal							
Engineering/Construction Costs	1,400,000				225,000	1,175,000	
Other (Specify)							
TOTAL COSTS	1,400,000				225,000	1,175,000	
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
KC CDBG Grant	500,000				225,000	275,000	
Water Connection Fees/Reserves							
Stormwater Connection Fees/Res							
Street Funds							
Developer Funded							
Real Estate Excise Tax I							
Real Estate Excise Tax II	480,000					480,000	
Water Fund Reserves	420,000					420,000	
TOTAL SOURCES	1,400,000				225,000	1,175,000	



PROJECT FOR THE:

Water Department

W12

PROJECT TITLE:

Pacific Street Water Line Loop

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.

COMMENTS

Easements will be needed to complete the water line loop.

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Land/Right of Way							
Building Improvements							
Management / Administration							
Permitting, easements, legal							
Engineering/Construction Costs	1,500,000					350,000	1,150,000
Other (Specify)							
TOTAL COSTS	1,500,000					350,000	1,150,000
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Grants (specify)							
Water Connection Fees/Reserves							
Stormwater Connection Fees/Res							
Street Funds							
Developer Funded							
Real Estate Excise Tax I	500,000						500,000
Real Estate Excise Tax II	1,000,000					350,000	650,000
Water Fund Reserves							
Developer Mitigation							
TOTAL SOURCES	1,500,000					350,000	1,150,000



Water Department

CAPITAL PROJECT SUMMARY

Summary by Project							
		Capital Plan 2026 - 2031					
Project Title	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
W1 *Springs Supply Reconstruction WSFFA	2,310,000	1,805,000	505,000				
W2 *3.0 MG Reservoir to 1175 Pressure Zone	3,000,000	500,000	2,500,000				
W3 *Booster Pumps to 1175 Pressure Zone	1,000,000	200,000	800,000				
W4 4.3 MG Tank Repaint	150,000	50,000	100,000				
W5 Morganville North Water Main Replacement	1,900,000	400,000	1,500,000				
W6 *Morgan St AC Water Main Replacement, Ph I	1,200,000		1,200,000				
W7 Lawson St Water Main Replacement	2,400,000		350,000	2,050,000			
W8 3rd Ave and Park St Water Main	1,320,000		264,000	1,056,000			
W9 *Diamond Square Frontage	275,000				275,000		
W10 Springs Power Turbine	100,000					100,000	
W11 Morgan St AC Water Main Replacement, Ph II	1,400,000				225,000	1,175,000	
W12 Pacific Street Water Line Loop	1,500,000					350,000	1,150,000
TOTAL ESTIMATED COSTS	16,555,000	2,955,000	7,219,000	3,106,000	500,000	1,625,000	1,150,000
Funding Sources							
Water Reserves and Rates							
W4 4.3 MG Tank Repaint	150,000	50,000	100,000				
W5 Morganville North Water Main Replacement	700,000		700,000				
W7 Lawson St. Water Main Replacement	2,200,000		350,000	1,850,000			
W8 3rd Ave and Park St Water Main	1,320,000		264,000	1,056,000			
W10 Springs Power Turbine	100,000					100,000	
W11 Morgan St AC Water Main Replacement, Ph II	420,000					420,000	
W12 Pacific Street Water Line Loop	1,000,000					350,000	650,000
Total Water Reserves & Rates	5,890,000	50,000	1,414,000	2,906,000		870,000	650,000
Real Estate Excise Tax II							
W5 Morganville North Water Main Replacement	250,000		250,000				
W7 Lawson St. Water Main Replacement	200,000			200,000			
W11 Morgan St AC Water Main Replacement, Ph. II	480,000					480,000	
W12 Pacific Street Water Line Loop	500,000						500,000
Total Water Reserves & Rates	1,430,000		250,000	200,000		480,000	500,000
Water System & Facilities Funding Agmt (WSFFA)							
W1 *Springs Supply Reconstruction WSFFA	2,310,000	1,805,000	505,000				
Total WSFFA Funds	2,310,000	1,805,000	505,000				
Developer Funded							
W2 3.0 MG Reservoir to 1175 Pressure Zone	3,000,000	500,000	2,500,000				
W3 Booster Pumps to 1175 Pressure Zone	1,000,000	200,000	800,000				
W6 Morgan St AC Water Main Replacement, Ph I	1,200,000		1,200,000				
W9 Diamond Square Frontage	275,000				275,000		
Total Developer Funds	5,475,000	700,000	4,500,000		275,000		
Grant Funding							
W5 Morganville North Water Main Replacement	950,000	400,000	550,000				
W11 Morgan St AC Water Main Replacement, Ph. II	500,000				225,000	275,000	
Total Grant Funding	1,450,000	400,000	550,000		225,000	275,000	
TOTAL ESTIMATED FUNDING SOURCES	16,555,000	2,955,000	7,219,000	3,106,000	500,000	1,625,000	1,150,000

DESCRIPTION

Purchase property and build a regional stormwater treatment facility for the downtown area. This project would provide developers in the historic downtown area the ability to convey their stormwater to the regional pond while encouraging commercial development. This would collect stormwater from the basin south of Baker Street and allow for treatment prior to discharge to the Rock Creek wetlands.

BACKGROUND

The City has looked for opportunities to better manage stormwater south of Baker Street in the historic downtown area. There are some potential locations where this could be possible, but some studies will be needed prior to purchasing property and constructing a facility.

COMMENTS

Ecology grant funding could be available for a project like this.

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Engineering	125,000		25,000	100,000			
Services during Construction							
Construction	750,000			100,000	650,000		
Property	300,000		300,000				
Feasibility Analysis	25,000	25,000					
Management / Administration							
TOTAL COSTS	1,200,000	25,000	325,000	200,000	650,000		
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Stormwater Reserves	50,000	25,000	25,000				
Wastewater Connection Fees/Res							
KC Water Quality Improvement Prog							
Street Funds							
Real Estate Excise Tax II	300,000		300,000				
PW Trust Fund							
DOE Grant	850,000			200,000	650,000		
Opportunity Funds available if needed							
TOTAL SOURCES	1,200,000	25,000	325,000	200,000	650,000		



PROJECT TITLE:

Ginder Creek Headwall and Roberts Culvert

DESCRIPTION

Reconstruct an 80 foot section of the Ginder Creek Headwall along the north side of Roberts Drive and culvert crossing on Roberts Drive.

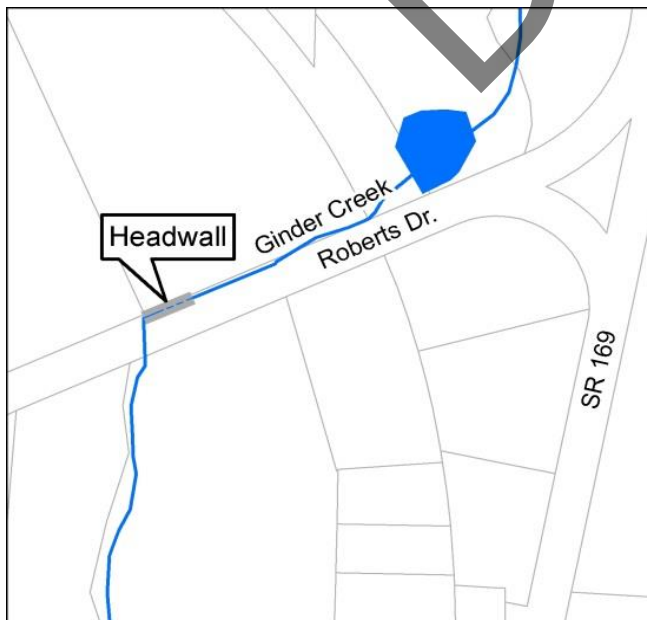
BACKGROUND

The base of the existing concrete headwall was not constructed deep enough so that high flows in Ginder Creek have undermined the headwall, destabilizing the wall. The headwall has been slowly tilting into the Creek. Staff has braced the headwall as an interim step to hold the wall in position. The culvert crossing Roberts Drive needs to be reconstructed to handle heavy storm flow and allow passage for water species.

COMMENTS

This project is needed to protect the roadway and prevent the erosion that would occur if the headwall tipped over. A significant amount of the cost of this project will be related to environmental permitting. This project may get rolled into a the Roberts Dr. City Hall to SR 169 project (T5) if TIB grant(s) are obtained for this road segment.

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Preliminary Engineer/Permittin	70,000	60,000	10,000				
Engineering	520,000		520,000				
Construction	10,000	5,000	5,000				
Management / Administration							
TOTAL COSTS	600,000	65,000	535,000				
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
REET II							
Carryover Funds	100,000	65,000	35,000				
KC Flood Control Grant	500,000		500,000				
TOTAL SOURCES	600,000	65,000	535,000				



PROJECT FOR THE:

Stormwater Department

D3

PROJECT TITLE:

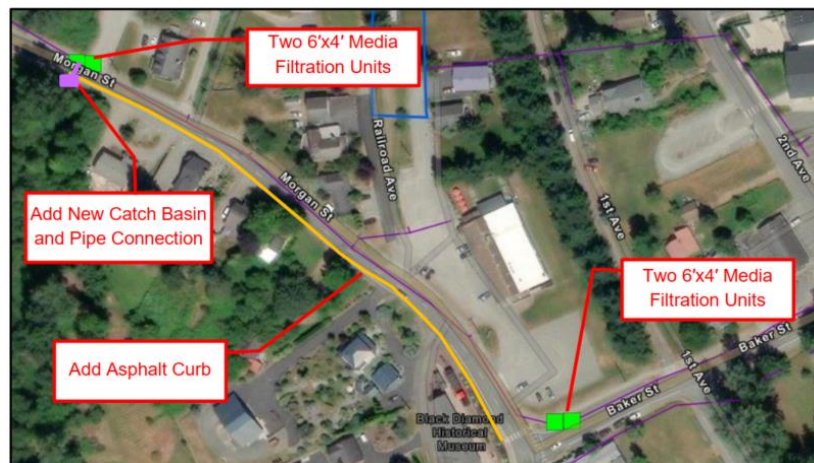
Morgan and Baker St Retrofit

DESCRIPTION

This project proposes a water quality road retrofit to Morgan Street and Baker Street. Both roads have existing catch basin locations that would make good candidates for retrofitting using manufactured treatment devices. To provide treatment to both halves of Morgan Street, an asphalt curb will be added to the southwest half of the road. Then a catch basin and a pipe connection into the new manufactured treatment devices will be added at the end of the curb. Final size, placement, and configuration of the project components may be adjusted as the design progresses.

BACKGROUND**COMMENTS**

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Engineering/Prepare Bid Docs	100,000			75,000	25,000		
Services during Construction	450,000				450,000		
Construction							
Other (specify)							
Management / Administration							
TOTAL COSTS	550,000			75,000	475,000		
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Water Connection Fees/Reserves							
Wastewater Connection Fees/Res							
KC Water Quality Improvement Prog	450,000			50,000	400,000		
Street Funds							
Real Estate Excise Tax II	100,000			25,000	75,000		
PW Trust Fund							
DOE Grant							
Opportunity Funds available if needed							
TOTAL SOURCES	550,000			75,000	475,000		



PROJECT TITLE:

Lawson Hills Stormwater Ponds

DESCRIPTION

Move existing stormwater treatment facilities in the Lawson Hills neighborhood underground, allowing for better recreational space at the parks.

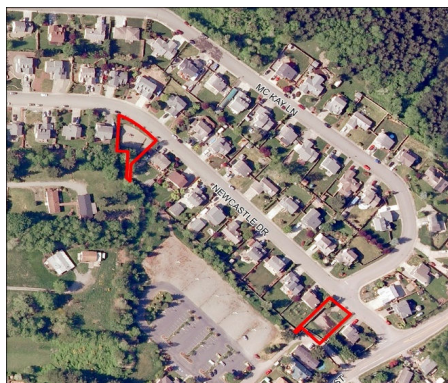
BACKGROUND

The original intent of these storm ponds was to provide joint use for homeowner association provided recreation facilities and city provided stormwater detention and treatment facilities. The configuration hasn't worked very well for stormwater or for recreation. The city would like to work with the homeowners association to put the stormwater facilities underground so that the surface of the lots will be well drained and available for year around recreation and open space for the neighborhood.

COMMENTS

This project would make the stormwater system and the surface park easier to maintain for both agencies. Cooperation and funding commitment from the homeowners association will be needed. Stormwater funding is not available.

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
In House Design/ Mgmt	20,000				20,000		
Construction	150,000				150,000		
Management / Administration	5,000				5,000		
TOTAL COSTS	175,000				175,000		
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Stormwater Rates	100,000				100,000		
Homeowners Association	75,000				75,000		
TOTAL SOURCES	175,000				175,000		



PROJECT TITLE:

Diamond Glen Storm Pond Decommission

DESCRIPTION

Decommission the Diamond Glen Storm Pond by capturing stormwater runoff in the Diamond Glen neighborhood and piping it to the future, larger stormwater treatment facility to the west.

BACKGROUND

Many small stormwater facilities increase the city maintenance costs. Providing a commensurate amount of storage and treatment in the larger regional stormwater pond to the west would allow the land to be reclaimed for a residential lot, improve the neighborhood and lower maintenance costs.

COMMENTS

Legal and planning issues must be addressed before the city property can be sold or re-purposed.

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Purchase Offsite Pond Capacity	25,000					25,000	
Design	20,000					20,000	
Construction	30,000					30,000	
Management/Administration	5,000					5,000	
Return Funds to Storm Ops.	70,000					70,000	
TOTAL COSTS	150,000					150,000	
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Sale of Lot	150,000					150,000	
TOTAL SOURCES	150,000					150,000	

PROJECT FOR THE:

Stormwater Department

D6

PROJECT TITLE:

Park Street Stormwater

DESCRIPTION

Construct a stormwater treatment facility for the stormwater discharge coming off Park Street. This stormwater discharge is the second highest priority to get treated because of the size of the discharge and the pollutants coming off the state route and the old downtown area.

BACKGROUND

The city could construct the treatment facility on the Ginder Creek property.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Design Engineering	400,000					400,000	
Environmental Permitting	30,000					30,000	
Construction	822,800						822,800
Management / Administration	5,000						5,000
TOTAL COSTS	1,257,800					430,000	827,800
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Stormwater Connection/Rates	400,000					130,000	270,000
KC WWT Clean Water Fund	857,800					300,000	557,800
TOTAL SOURCES	1,257,800					430,000	827,800



Stormwater Department

CAPITAL PROJECT FUNDING SUMMARY

Summary by Project							
		Capital Plan 2026 - 2031					
Project Title	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
D1 Regional Storm Pond	1,200,000	25,000	325,000	200,000	650,000		
D2 Ginder Creek Headwall	600,000	65,000	535,000				
D3 Morgan and Baker Street Retrofit	550,000			75,000	475,000		
D4 Lawson Hills Stormwater Ponds Improvement	175,000				175,000		
D5 Diamond Glen Stormwater Pond Decommission	150,000					150,000	
D6 Park Street Stormwater Facility	1,257,800					430,000	827,800
TOTAL ESTIMATED EXPENDITURES	3,932,800	90,000	860,000	275,000	1,300,000	580,000	827,800
Funding Sources							
Grants							
D1 Regional Storm Pond	850,000			200,000	650,000		
D2 Ginder Creek Headwall	500,000		500,000				
D3 Morgan and Baker Street Retrofit	450,000			50,000	400,000		
D6 Park Street Stormwater Facility	857,800					300,000	557,800
Total Grants	2,657,800		500,000	250,000	1,050,000	300,000	557,800
Stormwater Funding							
D1 Regional Storm Pond	50,000	25,000	25,000				
D4 Lawson Hills Stormwater Ponds Improvement	100,000				100,000		
D6 Park Street Stormwater Facility	400,000					130,000	270,000
Total Stormwater Funding	550,000	25,000	25,000		100,000	130,000	270,000
REET II							
D1 Regional Storm Pond	300,000		300,000				
D3 Morgan and Baker Street Retrofit	100,000			25,000	75,000		
Total REET II	400,000		300,000	25,000	75,000		
Carryover Funds							
D2 Ginder Creek Headwall	100,000	65,000	35,000				
Total Carryover	100,000	65,000	35,000				
Sale of Land (Stormwater Funds)							
D5 Diamond Glen Stormwater Pond Decommission	150,000					150,000	
Total Sale of Land	150,000					150,000	
Home Owners Association							
D4 Lawson Hills Stormwater Ponds Improvement	75,000				75,000		
Total Homeowners Association	75,000				75,000		
TOTAL ESTIMATED FUNDING SOURCES	3,932,800	90,000	860,000	275,000	1,300,000	580,000	827,800

PROJECT FOR THE:

Sewer Department

S1

PROJECT TITLE:

MORGANVILLE LIFT STATION UPGRADES

DESCRIPTION

The Morganville lift station needs upgraded pumps and improvements to the wet well, including platforms within the wet well which require safety improvements.

BACKGROUND

The Morganville lift station is critical infrastructure and is aging. It's location causes a lot of wear and tear.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Preliminary Engineering							
Construction Costs	75,000	75,000					
Management / Administration							
TOTAL COSTS	75,000	75,000					
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Sewer Capital	75,000	75,000					
Real Estate Excise Tax II							
Public Works Trust Fund							
Developer Funded							
PWTF Loan							
TOTAL SOURCES	75,000	75,000					

PROJECT TITLE:

MORGANVILLE LIFT STATION ANALYSIS

DESCRIPTION

This is a planning and analysis project to identify the most effective long-term operating configuration for the Morganville Lift Station. The analysis will include the advantages and disadvantages of continuing to operate the existing station (with rehabilitation) or constructing a new station on the same or a different site.

BACKGROUND

The current lift station is in the middle of the road. The wetwell is in the roadway while the controls are at the side of the road and vulnerable to traffic and vandalism. This would explore potential relocation within the Morganville neighborhood.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Preliminary Engineering							
Planning Consultant	75,000		45,000	30,000			
Construction Costs							
Management / Administration							
TOTAL COSTS	75,000		45,000	30,000			
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Sewer Capital	75,000		45,000	30,000			
Real Estate Excise Tax II							
Public Works Trust Fund							
Developer Funded							
PWTF Loan							
TOTAL SOURCES	75,000		45,000	30,000			

PROJECT TITLE:

TEN TRAILS REGIONAL LIFT STATION

DESCRIPTION

This project includes the construction of a new regional-scale lift station to replace the existing Ten Trails Lift Station. This location allows a single lift station to serve all the Ten Trails MPD development. The station will be rated for 800 gpm capacity with an integral flow-equalizing basin that is sized to accommodate 24 hours of peak flow. The station will also include integral rag-control equipment, odor control, security fencing, storage for some park dept equipment, and a remote ops restroom. This facility will be constructed by the Developer in conjunction with housing under the Ten Trails Development Agreement.

BACKGROUND**COMMENTS**

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Preliminary Engineering							
Design Engineering	400,000	400,000					
Construction Costs	2,200,000		2,200,000				
Management / Administration							
TOTAL COSTS	2,600,000	400,000	2,200,000				
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Sewer Capital							
Real Estate Excise Tax II							
Public Works Trust Fund							
Developer Funded	2,600,000	400,000	2,200,000				
PWTF Loan							
TOTAL SOURCES	2,600,000	400,000	2,200,000				

PROJECT TITLE:

TEN TRAILS REGIONAL FORCE MAIN

DESCRIPTION

This project includes the construction of a new force main to connect the Ten Trails Regional Lift Station to the King County Interceptor in Lake Sawyer Road. Some of this force main is complete and operational (serving the existing Ten Trails Interim Lift Station), and this project requires approximately 8,000 feet of force main extension. The force main is expected to be 12" diameter ductile iron. This piping will be constructed by the Developer in conjunction with housing under the Ten Trails Development Agreement.

BACKGROUND**COMMENTS**

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Preliminary Engineering							
Design Engineering	150,000	150,000					
Construction Costs	3,400,000		3,400,000				
Management / Administration							
TOTAL COSTS	3,550,000	150,000	3,400,000	-	-	-	-
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Sewer Capital	-						
Real Estate Excise Tax II	-						
Public Works Trust Fund	-						
Developer Funded	3,550,000	150,000	3,400,000				
PWTF Loan	-						
TOTAL SOURCES	3,550,000	150,000	3,400,000	-	-	-	-

PROJECT FOR THE:

Sewer Department

S5

PROJECT TITLE:

TEN TRAILS TRUNK LINE 8

DESCRIPTION

This project includes the construction of new collection system piping to connect the existing Ten Trails Interim Lift Station to the new Ten Trails Regional Lift Station. This piping will be constructed by the Developer in conjunction with housing under the Ten Trails Development Agreement.

BACKGROUND**COMMENTS**

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Preliminary Engineering							
Design Engineering	250,000	250,000					
Construction Costs	4,000,000		4,000,000				
Management / Administration							
TOTAL COSTS	4,250,000	250,000	4,000,000				
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Sewer Capital							
Real Estate Excise Tax II							
Public Works Trust Fund							
Developer Funded	4,250,000	250,000	4,000,000				
PWTF Loan							
TOTAL SOURCES	4,250,000	250,000	4,000,000				

PROJECT FOR THE:

Sewer Department

S6

PROJECT TITLE:

TEN TRAILS TRUNK LINE 9

DESCRIPTION

This project includes the construction of new collection system piping to connect the southeast portions of the Ten Trails Development to the new Ten Trails Regional Lift Station. This piping will be constructed by the Developer in conjunction with housing under the Ten Trails Development Agreement.

BACKGROUND**COMMENTS**

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Preliminary Engineering							
Design Engineering	250,000			250,000			
Construction Costs	4,500,000				2,000,000	2,500,000	
Management / Administration							
TOTAL COSTS	4,750,000			250,000	2,000,000	2,500,000	
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Sewer Capital							
Real Estate Excise Tax II							
Public Works Trust Fund							
Developer Funded	4,750,000			250,000	2,000,000	2,500,000	
PWTF Loan							
TOTAL SOURCES	4,750,000			250,000	2,000,000	2,500,000	

PROJECT FOR THE:

Sewer Department

S7

PROJECT TITLE:

ROCK CREEK LIFT STATION

DESCRIPTION

This project includes the construction of a new regional-scale lift station near Rock Creek within the Palmer Quarry area. This location allows a single lift station to serve the Rock Creek Basin. This station is likely to be a 1,000-gpm capacity facility. There is a possibility that the pumps and motors that are used for the Ten Trails Regional Lift Station will be the same as those for this station and efforts should be made to use duplicate pumps and motors between the two facilities to minimize spare parts requirements.

BACKGROUND**COMMENTS**

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Preliminary Engineering							
Design Engineering	400,000	400,000					
Construction Costs	3,000,000		3,000,000				
Management / Administration							
TOTAL COSTS	3,400,000	400,000	3,000,000				
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Sewer Capital							
Real Estate Excise Tax II							
Public Works Trust Fund							
Developer Funded	3,400,000	400,000	3,000,000				
PWTF Loan							
TOTAL SOURCES	3,400,000	400,000	3,000,000				

PROJECT FOR THE:

Sewer Department

S8

PROJECT TITLE:

FORCE MAIN 11

DESCRIPTION

This project includes the construction of a new force main to connect the Rock Creek Regional Lift Station to the King County Interceptor in Lake Sawyer Road. The force main is expected to be 12" diameter ductile iron capable of 1,000 gpm flow rates.

BACKGROUND**COMMENTS**

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Preliminary Engineering							
Design Engineering	150,000	150,000					
Construction Costs	400,000		400,000				
Management / Administration							
TOTAL COSTS	550,000	150,000	400,000				
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Sewer Capital							
Real Estate Excise Tax II							
Public Works Trust Fund							
Developer Funded	550,000	150,000	400,000				
PWTF Loan							
TOTAL SOURCES	550,000	150,000	400,000				

PROJECT FOR THE:

Sewer Department

S9

PROJECT TITLE:

TRUNK LINE 13

DESCRIPTION

This project includes the construction of new collection system piping to temporarily connect up to 150 ERUs from the BD East Basin to the Jones Lake Lift Station in the event that the Alt. 1 CIP projects are selected but they are not available in time to coincide with house completions. This piping will be constructed by the Developer in conjunction with housing under the Lawson Hills Development Agreement. This Trunk Line is expected to be approximately 1,500 feet in length and 8" diameter size.

BACKGROUND**COMMENTS**

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Preliminary Engineering							
Design Engineering	200,000			200,000			
Construction Costs	1,200,000				1,200,000		
Management / Administration							
TOTAL COSTS	1,400,000			200,000	1,200,000		
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Sewer Capital							
Real Estate Excise Tax II							
Public Works Trust Fund							
Developer Funded	1,400,000			200,000	1,200,000		
PWTF Loan							
TOTAL SOURCES	1,400,000			200,000	1,200,000		

PROJECT FOR THE:

Sewer Department

S10

PROJECT TITLE:

TRUNK LINE 14

DESCRIPTION

This project includes the construction of new collection system piping to permanently connect up to 150 ERUs from the BD East Basin to the Jones Lake Lift Station in the event that the Alt 1 CIP projects are selected. This piping will be constructed by the Developer in conjunction with housing under the Lawson Hills Development Agreement. This connection is permanent, and this pipeline must not serve more than 150 ERU. All Residential units that use this Trunk Line must pay the City's General Sewer Facility Charge. This Trunk Line is expected to be approximately 3,000 feet in length and 8" diameter size.

BACKGROUND**COMMENTS**

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Preliminary Engineering							
Design Engineering	300,000			300,000			
Construction Costs	2,200,000				2,200,000		
Management / Administration							
TOTAL COSTS	2,500,000			300,000	2,200,000		
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Sewer Capital							
Real Estate Excise Tax II							
Public Works Trust Fund							
Developer Funded	2,500,000			300,000	2,200,000		
PWTF Loan							
TOTAL SOURCES	2,500,000			300,000	2,200,000		

DESCRIPTION

This project includes an analysis of the vulnerabilities and long-term emergency power supply needs so that each critical facility in the sewer utility (Lift Stations, Maintenance facilities, etc.) can be operated safely and reliably during an extended power failure (like could occur after a Subduction Zone Earthquake). This includes an analysis of emerging technologies including Distributed Energy Resources (DER) in a resilience-first configuration using historical outages as a basis for calculating the return on investment of a variety of power supply and power backup configurations, including traditional backup generators. Using the leveled cost of energy over the life of the critical facilities and incorporating lifecycle energy, reliability, and safety impacts, a report will be prepared that will result in a recommendation for phased upgrades over a ten-year period.

BACKGROUND**COMMENTS**

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Preliminary Engineering	90,000	45,000	45,000				
Planning and Analysis	400,000			100,000	100,000	100,000	100,000
Construction Costs							
Management / Administration							
TOTAL COSTS	490,000	45,000	45,000	100,000	100,000	100,000	100,000
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Sewer Capital	490,000	45,000	45,000	100,000	100,000	100,000	100,000
Real Estate Excise Tax II							
Public Works Trust Fund							
Developer Funded							
PWTF Loan							
TOTAL SOURCES	490,000	45,000	45,000	100,000	100,000	100,000	100,000

DESCRIPTION

This project includes an analysis of the current deficiencies at the Lift Stations that prevent or compromise efficient safe and reliable access and maintenance during an extended emergency such as a Subduction Zone Earthquake. The analysis will result in a recommendation for phased improvements to address the deficiencies and provide a uniform level of service and safety and each lift station facility.

BACKGROUND**COMMENTS**

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Preliminary Engineering							
Planning and Analysis	65,000		65,000				
Construction Costs	475,000			125,000	350,000		
Management / Administration							
TOTAL COSTS	540,000		65,000	125,000	350,000		
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Sewer Capital	540,000		65,000	125,000	350,000		
Real Estate Excise Tax II							
Public Works Trust Fund							
Developer Funded							
PWTF Loan							
TOTAL SOURCES	540,000		65,000	125,000	350,000		

PROJECT FOR THE:

Sewer Department

S13

PROJECT TITLE:

PIPELINE REPLACEMENT PROGRAM

DESCRIPTION

This is an ongoing set-aside for pipeline replacements as they near the end of their useful life or need capacity upgrades. The amount budgeted represents a modest replacement program based on the fact that most of the sewer utility is new and has been constructed using modern, long-life materials and methods.

BACKGROUND**COMMENTS**

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Preliminary Engineering							
Design Engineering	420,000			50,000	70,000	150,000	150,000
Construction Costs	1,680,000			200,000	280,000	600,000	600,000
Management / Administration							
TOTAL COSTS	2,100,000			250,000	350,000	750,000	750,000
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Sewer Capital	2,100,000			250,000	350,000	750,000	750,000
Real Estate Excise Tax II							
Public Works Trust Fund							
Developer Funded							
PWTF Loan							
TOTAL SOURCES	2,100,000			250,000	350,000	750,000	750,000

PROJECT TITLE:

Diamond Glen Pump Station Decommissioning

DESCRIPTION

Remove pumps and equipment and install gravity sewer main to tie into new sewer mains from Master Planned Development to the west.

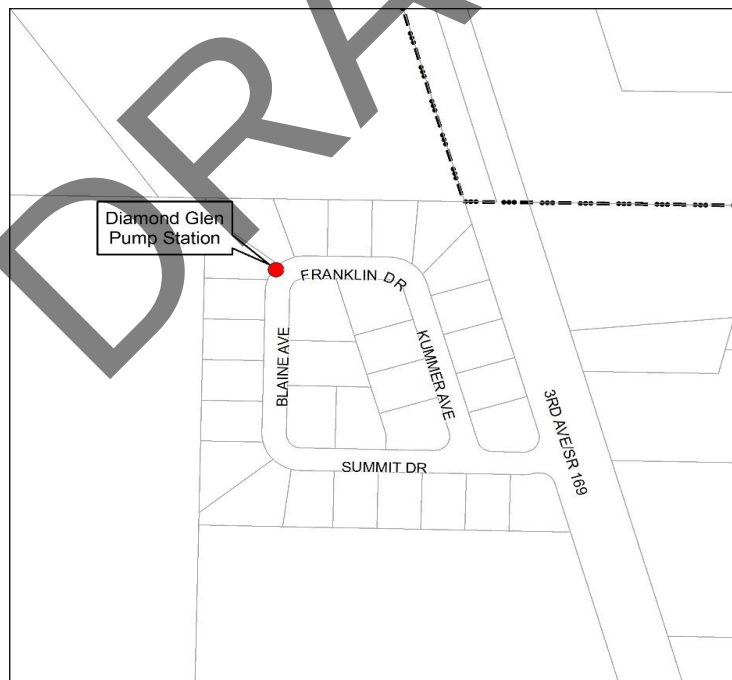
BACKGROUND

Once the development to the west moves forward, the city will have the opportunity to eliminate this small sewer pump station by tying the sewer main in Diamond Glen to gravity sewer mains to the west.

COMMENTS

This project will save maintenance expense and remove surface facilities in the front yard of two homes.

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Design Engineering	20,000			20,000			
Construction Costs	60,000				60,000		
Management / Administration	10,000			5,000	5,000		
TOTAL COSTS	90,000			25,000	65,000		
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Sewer Reserves	90,000			25,000	65,000		
TOTAL SOURCES	90,000			25,000	65,000		



PROJECT TITLE:

Diamond Valley Sewer Main

DESCRIPTION

Acquire city easement through the mobile home park, if needed. Rehabilitate or reconstruct the existing sewer main to provide reliable public sewer service to the customers in the north east portion of the city.

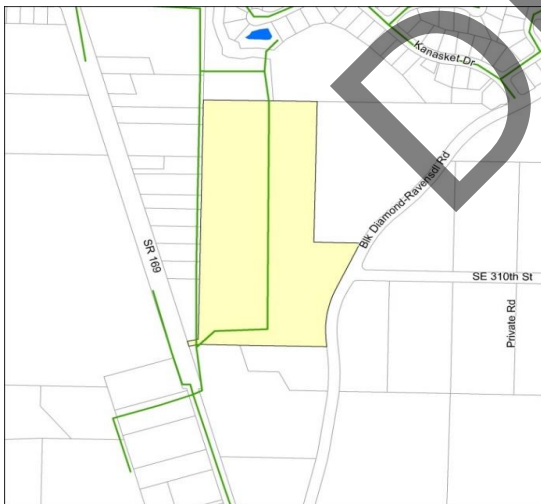
BACKGROUND

This project is necessary to reduce infiltration and inflow and to eliminate the maintenance problems caused by the settled sections of sewer main.

COMMENTS

Portions of the existing sewer main will have to be reconstructed while other sections might just be repaired. The budget has been increased to reflect the cost of reconstructing a portion of the sewer.

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Prelim Engineering & Legal	10,000					10,000	
Design Engineering	100,000					100,000	
Construction Costs	445,000						445,000
Management / Administration	10,000					5,000	5,000
TOTAL COSTS	565,000					115,000	450,000
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Sewer Reserves	565,000					115,000	450,000
TOTAL SOURCES	565,000					115,000	450,000



Sewer Department

CAPITAL PROJECT SUMMARY

Summary By Project							
Capital Plan 2026 - 2031							
Project Title	Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
S1 Morganville Lift Station Upgrade	75,000	75,000					
S2 Morganville Lift Station Analysis	75,000		45,000	30,000			
S3 *Ten Trails Regional Lift Station	2,600,000	400,000	2,200,000				
S4 *Ten Trails Regional Force Main	3,550,000	150,000	3,400,000				
S5 *Ten Trails Trunk Line 8	4,250,000	250,000	4,000,000				
S6 *Ten Trails Trunk Line 9	4,750,000			250,000	2,000,000	2,500,000	
S7 *Rock Creek Lift Station	3,400,000	400,000	3,000,000				
S8 *Force Main 11	550,000	150,000	400,000				
S9 *Trunk Line 13	1,400,000			200,000	1,200,000		
S10 *Trunk Line 14	2,500,000			300,000	2,200,000		
S11 Emergency Power Upgrade Analysis	490,000	45,000	45,000	100,000	100,000	100,000	100,000
S12 Lift Sta Lighting, Security and Access Improvements	540,000		65,000	125,000	350,000		
S13 Pipeline Replacement Program	2,100,000			250,000	350,000	750,000	750,000
S14 Diamond Glen Pump Station Decommissioning	90,000			25,000	65,000		
S15 Diamond Valley Sewer Main	565,000					115,000	450,000
TOTAL ESTIMATED COSTS	26,935,000	1,470,000	13,155,000	1,280,000	6,265,000	3,465,000	1,300,000
Funding Sources							
Developer Funded/Impact Fees/SEPA							
S3 *Ten Trails Regional Lift Station	2,600,000	400,000	2,200,000				
S4 *Ten Trails Regional Force Main	3,550,000	150,000	3,400,000				
S5 *Ten Trails Trunk Line 8	4,250,000	250,000	4,000,000				
S6 *Ten Trails Trunk Line 9	4,750,000			250,000	2,000,000	2,500,000	
S7 *Rock Creek Lift Station	3,400,000	400,000	3,000,000				
S8 *Force Main 11	550,000	150,000	400,000				
S9 *Trunk Line 13	1,400,000			200,000	1,200,000		
S10 *Trunk Line 14	2,500,000			300,000	2,200,000		
Total Developer/Impact/SEPA Funding	23,000,000	1,350,000	13,000,000	750,000	5,400,000	2,500,000	
Sewer Capital							
S1 Morganville Lift Station Upgrade	75,000	75,000					
S2 Morganville Lift Station Analysis	75,000		45,000	30,000			
S11 Emergency Power Upgrade Analysis	490,000	45,000	45,000	100,000	100,000	100,000	100,000
S12 Lift Sta Lighting, Security and Access Improvements	540,000		65,000	125,000	350,000		
S13 Pipeline Replacement Program	2,100,000			250,000	350,000	750,000	750,000
S14 Diamond Glen Pump Station Decommission	90,000			25,000	65,000		
S15 Diamond Valley Sewer Main	565,000					115,000	450,000
Sewer Capital Funding	3,935,000	120,000	155,000	530,000	865,000	965,000	1,300,000
TOTAL ESTIMATED FUNDING SOURCES	26,935,000	1,470,000	13,155,000	1,280,000	6,265,000	3,465,000	1,300,000

General Administration

G1

City Hall

DESCRIPTION

Planning, design, permitting, and construction for a new City Hall. The City Hall would be home to administration, police, finance, community development/permitting, and public works administration.

BACKGROUND

City personnel are currently spread throughout the city at different buildings. A new City Hall will allow city services to be centrally located, allowing for better service to the public and providing better collaboration between departments.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ 2026 -2031	2026	2027	2028	2029	2030	2031
Land	500,000	500,000					
Design and Permitting	1,000,000		500,000	500,000			
Construction	2,500,000				500,000	2,000,000	
TOTAL COSTS	4,000,000	500,000	500,000	500,000	500,000	2,000,000	
REQUESTED FUNDING	Total \$ 2026 -2031	2026	2027	2028	2029	2030	2031
Real Estate Excise Tax I	2,000,000					2,000,000	
Capital Carryover Funds	2,000,000	500,000	500,000	500,000	500,000		
TOTAL SOURCES	4,000,000	500,000	500,000	500,000	500,000	2,000,000	



PROJECT FOR THE:

General Administration

G2

PROJECT TITLE:

Public Works Facility

DESCRIPTION

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

BACKGROUND

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

COMMENTS

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

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Land	500,000	500,000					
Design and Permitting	150,000		100,000	50,000			
Construction Costs	1,100,000			100,000	1,000,000		
TOTAL COSTS	1,750,000	500,000	100,000	150,000	1,000,000		
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Real Estate Excise Tax II	600,000		25,000	75,000	500,000		
Street/Water/Sewer/Storm Cap	650,000		75,000	75,000	500,000		
Interfund Loan	500,000	500,000					
TOTAL SOURCES	1,750,000	500,000	100,000	150,000	1,000,000		



Administration General Government Projects

CAPITAL PROJECT SUMMARY

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

DESCRIPTION

Design and construct a trail, park, playground, and a small parking lot on Roberts Drive.

BACKGROUND

The city acquired the Ginder Creek parcel as a component to the Open Space Agreement signed in 2005. Initial planning efforts, work with the City Council, as well as public input has steered the Parks Department towards trail development along the Ginder Creek corridor. This area has historically been used for agricultural activities, but has since remained fallow, with the proliferation of invasive Reed Canary Grass, Evergreen Blackberry, and Scotch Broom. This trail will provide a north/south link from Roberts Drive to 2nd Ave and provide the public the enjoyment of the natural area along Ginder Creek.

COMMENTS

RCO grant funding helped cover the cost of design.

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Property Acquisition							
Design and Permitting	30,000	30,000					
Construction Costs	2,025,064	970,000	1,055,064				
Project Mgmt & Const Inspect.							
Project Administration							
TOTAL COSTS	2,055,064	1,000,000	1,055,064				
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
REET 1	50,000	50,000					
RCO Grant	1,615,064	690,000	925,064				
King County Youth Sports Grant							
King County Park Levy	390,000	260,000	130,000				
TOTAL SOURCES	2,055,064	1,000,000	1,055,064				

DESCRIPTION

Rechannelization of the current launch to a single lane and replace or extend existing launch.

BACKGROUND

Recent years have shown larger drops in lake water levels during the summer months. The current launch does not extend into Lake Sawyer far enough to support safe boat launching at these lower levels. Permits will be required from the Army Corps of Engineers and Fish & Wildlife.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Property Acquisition							
Design and Permitting	75,000		75,000				
Construction Costs	175,000			175,000			
Project Mgmt & Const Inspect.							
Project Administration							
TOTAL COSTS	250,000		75,000	175,000			
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Grant Funds	220,000		45,000	175,000			
REET 1	30,000		30,000				
King County Youth Sports Grant							
King County Parks Levy							
TOTAL SOURCES	250,000		75,000	175,000			

DESCRIPTION

Development of a passive recreation park at the Roberts Drive roundabout.

The original Coal Car Triangle Park was eliminated with the Roberts Drive-SR 169 roundabout. Land was purchased to the northwest of the roundabout for stormwater treatment but included a condition that it be used as park space to replace the triangle park.

BACKGROUND**COMMENTS**

This project will be completed by Oakpointe.

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Property Acquisition	250,000	250,000					
Design and Permitting							
Construction Costs							
Project Mgmt & Const Inspect.							
Project Administration							
TOTAL COSTS	250,000	250,000					
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
REET 1	250,000	250,000					
Developer Funded							
King County Youth Sports Grant							
King County Park Fund							
TOTAL SOURCES	250,000	250,000					

PROJECT TITLE:

Lake Sawyer Regional Park Study

DESCRIPTION

Survey and study of the park to determine future development of active and passive recreational facilities and utilities within Lake Sawyer Regional Park.

BACKGROUND

Lake Sawyer Regional Park is a large City owned park that has been kept mostly in its natural state. King County anticipated the park would be utilized for active and passive recreation when it was turned over to the City.

COMMENTS

This study will help give direction for the future of the Regional Park.

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Survey and Study	100,000		100,000				
Design and Permitting							
Construction Costs							
Project Mgmt & Const Inspect.							
Project Administration							
TOTAL COSTS	100,000		100,000				
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
REET 1	25,000		25,000				
King County Grant	75,000		75,000				
King County Park Fund							
TOTAL SOURCES	100,000		100,000				

DESCRIPTION

Rehabilitate the park with grading, soil admendment, upgrading irrigation, re-seeding grass

BACKGROUND

Eagle Creek Park is located in a part of Black Diamond with very sandy soil, which makes grass very difficult to keep up.

COMMENTS

This project might be completed in-house.

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Property Acquisition							
Design and Permitting	10,000			10,000			
Construction Costs	90,000			90,000			
Project Mgmt & Const Inspect.							
Project Administration							
TOTAL COSTS	100,000			100,000			
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
REET 1							
King County Youth Sports Grant							
King County Park Levy	100,000			100,000			
TOTAL SOURCES	100,000			100,000			

DESCRIPTION

Using boulder and plantings to reinforce the shoreline to stop the bank erosion and protect the old growth trees along the shoreline.

BACKGROUND

The city many years ago stabilized the bank with wood retaining walls, rebar and logs. The logs bounced along the shore and only partially protected the bank. The logs were a maintenance problem and periodically broke loose causing a hazard on the lake. The wood retaining wall has deteriorated significantly. The rebar has been an ongoing maintenance problem and hazard.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Engineering and Permitting	50,000				50,000		
Construction	150,000					150,000	
Project Administration/Mgmt							
TOTAL COSTS	200,000				50,000	150,000	
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
REET 1	100,000				25,000	75,000	
RCO Grant	100,000				25,000	75,000	
TOTAL SOURCES	200,000				50,000	150,000	

Shoreline Erosion



Exposed Roots



Rotten Wall



Leaning Tree



DESCRIPTION

This will include the updating or replacement of the the old playground structure, swing set and additional shade structure as well as parking lot resurfacing and storm facilities.

BACKGROUND

The skatepark has been constructed and is attractking more visitors. Visitors of the park are brining children of all different ages to the park. Upgrading the play structure will provide more fun for younger children.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Property Acquisition	160,000						160,000
Design and Permitting							
Construction Costs							
Project Mgmt & Const Inspect.							
Project Administration							
TOTAL COSTS	160,000						160,000
REQUESTED FUNDING	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
King County Park Levy	160,000						160,000
REET 1							
King County Youth Sports Grant							
King County Park Fund							
TOTAL SOURCES	160,000						160,000

NR/Parks Department

CAPITAL PROJECT SUMMARY

Expenditure Summary by Project							
Project Name	Capital Plan 2026 - 2031						
	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
P1 Ginder Creek Trail and Site Restoration	2,055,064	1,000,000	1,055,064				
P2 Boat Launch Upgrades	250,000		75,000	175,000			
P3 *Coal Car Park	250,000	250,000					
P4 Regional Park Study	100,000		100,000				
P5 Eagle Creek Park	100,000			100,000			
P6 Boat Launch Park Shoreline Stabilization	200,000				50,000	150,000	
P7 Skatepark Playground	160,000						160,000
TOTAL PLANNED EXPENDITURES	\$3,115,064	\$1,250,000	\$1,230,064	\$275,000	\$50,000	\$150,000	\$160,000
Funding Sources							
	Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Recreation & Conservation Grant (RCO)							
P1 Ginder Creek Trail and Site Restoration	1,615,064	690,000	925,064				
P6 Boat Launch Park Shoreline Stabilization	100,000				25,000	75,000	
Total RCO Grant Funding	\$1,715,064	\$690,000	\$925,064		\$25,000	\$75,000	
King County Parks Levy							
P1 Ginder Creek Trail and Site Restoration	390,000	260,000	130,000				
P5 Eagle Creek Park	100,000			100,000			
P7 Skatepark Playground	160,000						160,000
Total King County Levy Funding	\$650,000	\$260,000	\$130,000	\$100,000			\$160,000
Misc Grant Funding							
P2 Boat Launch Upgrades	220,000		45,000	175,000			
P4 Regional Park Study	75,000		75,000				
Total KCD Grant Funds	\$295,000		\$120,000	\$175,000			
OPEN							
Total Matching Funds							
REET I Funding							
P1 Ginder Creek Trail and Site Restoration	50,000	50,000					
P2 Boat Launch Upgrades	30,000		30,000				
P4 Regional Park Study	25,000		25,000				
P6 Boat Launch Park Shoreline Stabilization	100,000				25,000	75,000	
Total REET I Funding	\$205,000	\$50,000	\$55,000		\$25,000	\$75,000	
Developer Funding							
P3 *Coal Car Park	\$250,000	\$250,000					
Total Developer Funds	\$250,000	\$250,000					
TOTAL NR/PARKS PROJECT FUNDING	\$3,115,064	\$1,250,000	\$1,230,064	\$275,000	\$50,000	\$150,000	\$160,000

An aerial photograph of a large, modern skate park. The park features various ramps, bowls, and rails. A large crowd of people, including children and adults, is gathered in the foreground near a green-roofed shelter. To the right, there is a playground with blue equipment. The park is situated in a residential neighborhood with houses and trees in the background. A red fire truck is parked on the street to the right.

City of Black Diamond Capital Improvement Plan 2026 – 2031

A photograph of a paved road with a grassy shoulder and the word 'TRANSPORTATION' overlaid in white text.

TRANSPORTATION

Street Department (Transportation Projects)									
CAPITAL PROJECT SUMMARY									
Summary by Project		Capital Plan 2026-2031							
Project Title		Total	\$ 2026 - 2031	2026	2027	2028	2029	2030	2031
T1	Street Preservation Program		1,650,000	275,000	275,000	275,000	275,000	275,000	275,000
T2	Neighborhood Street Improvement Program		655,827	85,000	93,500	102,850	113,135	124,449	136,893
T3	*SR 169 Roundabouts		20,800,000	20,800,000					
T4	Covington Creek Bridge		2,169,101	2,169,101					
T5	Roberts Drive Reconstruction, Ph I		3,472,030	3,472,030					
T6	*SR 169 Sidewalk - James St. to Roberts Dr.		780,000	780,000					
T7	*Lawson St./Botts Dr. Intersection Improvements		3,088,800	3,088,800					
T8	Sawyer Woods Sidewalk, Ph I		4,102,733	780,547	3,322,186				
T9	SR 169 and Park St. Crossing		324,754	74,943	249,811				
T10	SE 288th St. Sidewalk, Ph. I		1,612,000		403,000	1,209,000			
T11	*Lawson St./SR 169 Intersection Improvements		2,080,000			2,080,000			
T12	*Baker St./SR 169 Intersection Improvements		1,560,000			1,560,000			
T13	Roberts Drive Reconstruction, Ph. II		3,900,000			780,000	3,120,000		
T14	Baker Street Sidewalk		728,000			145,600	582,400		
T15	216th Ave. SE Pedestrian Improvements		790,000			166,000	624,000		
T16	*Pipeline Rd.		23,176,400				23,176,400		
T17	*Lawson Street Sidewalk, Ph. II		1,040,000				275,000	765,000	
T18	Sawyer Woods Sidewalk, Ph. II		2,470,000				550,000	1,920,000	
T19	*North Connector		4,955,600					4,955,600	
T20	*Lawson Connector		10,000,000					1,600,000	8,400,000
T21	Downtown Pedestrian Bypass		8,840,000					1,768,000	7,072,000
T22	Railroad Traffic and Pedestrian Improvements		1,200,000					300,000	900,000
T23	216th Ave. SE Pedestrian Improvements, Ph. II		250,000						250,000
T24	Crosswalk Program		150,000		50,000		50,000		50,000
TOTAL ESTIMATED COSTS			99,795,245	31,525,421	4,393,497	6,318,450	28,765,935	11,708,049	17,083,893

* Developer funded

Funding Sources		Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
TIB, CDBG and Other Grants								
T4	Covington Creek Bridge	2,060,101	2,060,101					
T5	Roberts Dr. - City Hall to Ginder Creek	2,950,923	2,950,923					
T8	Sawyer Woods Sidewalk, Ph. I	3,512,459	677,547	2,834,912				
T9	SR 169 and Park St. Crossing	276,041	63,702	212,339				
T10	SE 288th St. Sidewalk, Ph. I	1,370,200		342,550	1,027,650			
T13	Roberts Drive Reconstruction, Ph. II	3,315,000			663,000	2,652,000		
T14	Baker Street Sidewalk	582,400			116,480	465,920		
T15	216th Ave. SE Pedestrian Improvements	671,500			141,100	530,400		
T18	Sawyer Woods Sidewalk, Ph. II	2,350,000				523,000	1,827,000	
T21	Downtown Pedestrian Bypass	7,072,000					1,414,400	5,657,600
	Total Grant Funding	24,160,624	5,752,273	3,389,801	1,948,230	4,171,320	3,241,400	5,657,600
Developer Funded/Impact Fees/SEPA								
T3	*SR 169 Roundabouts	20,800,000	20,800,000					
T6	*SR 169 - James St. to Roberts Dr. Sidewalk	780,000	780,000					
T7	*Lawson St./Botts Dr. Intersection Improvements	3,088,800	3,088,800					
T11	*Lawson St./SR 169 Intersection Improvements	2,080,000			2,080,000			
T12	*Baker St./SR 169 Intersection Improvements	1,560,000			1,560,000			
T16	*Pipeline Rd.	23,176,400				23,176,400		
T17	*Lawson Street Sidewalk, Ph. II	1,040,000				275,000	765,000	
T19	*North Connector	4,955,600					4,955,600	
T20	*Lawson Connector/Lawson Parkway	10,000,000					1,600,000	8,400,000
	Total Developer/Impact/SEPA Funding	67,480,800	24,668,800		3,640,000	23,451,400	7,320,600	8,400,000
Real Estate Excise Tax II Funding								
T1	Street Preservation Program	1,650,000	275,000	275,000	275,000	275,000	275,000	275,000
T2	Neighborhood Street Improvement Program	655,827	85,000	93,500	102,850	113,135	124,449	136,893
T5	Roberts Dr. - City Hall to Ginder Creek	521,107	521,107					
T8	Sawyer Woods Sidewalk, Ph I	487,274		487,274				
T9	SR 169 and Park St. Crossing	48,713	11,241	37,472				
T10	SE 288th St. Sidewalk, Ph. I	241,800		60,450	181,350			
T13	Roberts Drive Reconstruction, Ph. II	585,000			117,000	468,000		
T14	Baker Street Sidewalk	145,600			29,120	116,480		
T15	216th Ave. SE Pedestrian Improvements	118,500			24,900	93,600		
T18	Sawyer Woods Sidewalk, Ph. II	120,000				27,000	93,000	
T21	Downtown Pedestrian Bypass	1,768,000					353,600	1,414,400
T22	Railroad Traffic and Pedestrian Improvements	1,200,000					300,000	900,000
T23	216th Ave. SE Pedestrian Improvements, Ph. II	250,000						250,000
T24	Crosswalk Program	150,000		50,000		50,000		50,000
	Total Real Estate Excise Tax II Funding	7,941,821	892,348	1,003,696	730,220	1,143,215	1,146,049	3,026,293
Carryover Funds								
T4	Covington Creek Bridge	109,000	109,000					
T8	Sawyer Woods Sidewalk, Ph I	103,000	103,000					
	Total Carryover Funds	212,000	212,000					
	TOTAL ESTIMATED FUNDING SOURCES	99,795,245	31,525,421	4,393,497	6,318,450	28,765,935	11,708,049	17,083,893

* Developer funded



WATER

Summary by Project		Capital Plan 2026 - 2031						
Project Title		Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
W1	*Springs Supply Reconstruction WSFFA	2,310,000	1,805,000	505,000				
W2	*3.0 MG Reservoir to 1175 Pressure Zone	3,000,000	500,000	2,500,000				
W3	*Booster Pumps to 1175 Pressure Zone	1,000,000	200,000	800,000				
W4	4.3 MG Tank Repaint	150,000	50,000	100,000				
W5	Morganville North Water Main Replacement	1,900,000	400,000	1,500,000				
W6	*Morgan St AC Water Main Replacement, Ph I	1,200,000		1,200,000				
W7	Lawson St Water Main Replacement	2,400,000		350,000	2,050,000			
W8	3rd Ave and Park St Water Main	1,320,000		264,000	1,056,000			
W9	*Diamond Square Frontage	275,000				275,000		
W10	Springs Power Turbine	100,000					100,000	
W11	Morgan St AC Water Main Replacement, Ph II	1,400,000				225,000	1,175,000	
W12	Pacific Street Water Line Loop	1,500,000					350,000	1,150,000
TOTAL ESTIMATED COSTS		16,555,000	2,955,000	7,219,000	3,106,000	500,000	1,625,000	1,150,000

* Developer/WSFFA funded

Funding Sources		Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Water Reserves and Rates								
W4	4.3 MG Tank Repaint	150,000	50,000	100,000				
W5	Morganville North Water Main Replacement	700,000		700,000				
W7	Lawson St. Water Main Replacement	2,200,000		350,000	1,850,000			
W8	3rd Ave and Park St Water Main	1,320,000		264,000	1,056,000			
W10	Springs Power Turbine	100,000					100,000	
W11	Morgan St AC Water Main Replacement, Ph II	420,000					420,000	
W12	Pacific Street Water Line Loop	1,000,000					350,000	650,000
	Total Water Reserves & Rates	5,890,000	50,000	1,414,000	2,906,000		870,000	650,000
Real Estate Excise Tax II								
W5	Morganville North Water Main Replacement	250,000		250,000				
W7	Lawson St. Water Main Replacement	200,000			200,000			
W11	Morgan St AC Water Main Replacement, Ph. II	480,000					480,000	
W12	Pacific Street Water Line Loop	500,000						500,000
	Total Water Reserves & Rates	1,430,000		250,000	200,000		480,000	500,000
Water System & Facilities Funding Agmt (WSFFA)								
W1	*Springs Supply Reconstruction WSFFA	2,310,000	1,805,000	505,000				
	Total WSFFA Funds	2,310,000	1,805,000	505,000				
Developer Funded								
W2	3.0 MG Reservoir to 1175 Pressure Zone	3,000,000	500,000	2,500,000				
W3	Booster Pumps to 1175 Pressure Zone	1,000,000	200,000	800,000				
W6	Morgan St AC Water Main Replacement, Ph I	1,200,000		1,200,000				
W9	Diamond Square Frontage	275,000				275,000		
	Total Developer Funds	5,475,000	700,000	4,500,000		275,000		
Grant Funding								
W5	Morganville North Water Main Replacement	950,000	400,000	550,000				
W11	Morgan St AC Water Main Replacement, Ph. II	500,000				225,000	275,000	
	Total Grant Funding	1,450,000	400,000	550,000		225,000	275,000	
	TOTAL ESTIMATED FUNDING SOURCES	16,555,000	2,955,000	7,219,000	3,106,000	500,000	1,625,000	1,150,000

* Developer/WSFFA funded

The image shows four manhole covers on a grey concrete sidewalk. Three rectangular covers are arranged in a horizontal row at the top. The central one is larger and has a diamond-plate texture. The two flanking it are smaller and have a smoother surface with some faint markings. Below them, centered, is a circular cover with a raised grid pattern, partially covered by dry leaves and moss. The word "SEWER" is printed in large white letters across the middle of the image.

SEWER

Project Title		Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
S1	Morganville Lift Station Upgrade	75,000	75,000					
S2	Morganville Lift Station Analysis	75,000		45,000	30,000			
S3	*Ten Trails Regional Lift Station	2,600,000	400,000	2,200,000				
S4	*Ten Trails Regional Force Main	3,550,000	150,000	3,400,000				
S5	*Ten Trails Trunk Line 8	4,250,000	250,000	4,000,000				
S6	*Ten Trails Trunk Line 9	4,750,000			250,000	2,000,000	2,500,000	
S7	*Rock Creek Lift Station	3,400,000	400,000	3,000,000				
S8	*Force Main 11	550,000	150,000	400,000				
S9	*Trunk Line 13	1,400,000			200,000	1,200,000		
S10	*Trunk Line 14	2,500,000			300,000	2,200,000		
S11	Emergency Power Upgrade Analysis	490,000	45,000	45,000	100,000	100,000	100,000	100,000
S12	Lift Sta Lighting, Security and Access Improvements	540,000		65,000	125,000	350,000		
S13	Pipeline Replacement Program	2,100,000			250,000	350,000	750,000	750,000
S14	Diamond Glen Pump Station Decommissioning	90,000			25,000	65,000		
S15	Diamond Valley Sewer Main	565,000					115,000	450,000
TOTAL ESTIMATED COSTS		26,935,000	1,470,000	13,155,000	1,280,000	6,265,000	3,465,000	1,300,000

* Developer funded

Funding Sources		Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Developer Funded/Impact Fees/SEPA								
S3	*Ten Trails Regional Lift Station	2,600,000	400,000	2,200,000				
S4	*Ten Trails Regional Force Main	3,550,000	150,000	3,400,000				
S5	*Ten Trails Trunk Line 8	4,250,000	250,000	4,000,000				
S6	*Ten Trails Trunk Line 9	4,750,000			250,000	2,000,000	2,500,000	
S7	*Rock Creek Lift Station	3,400,000	400,000	3,000,000				
S8	*Force Main 11	550,000	150,000	400,000				
S9	*Trunk Line 13	1,400,000			200,000	1,200,000		
S10	*Trunk Line 14	2,500,000			300,000	2,200,000		
Total Developer/Impact/SEPA Funding		23,000,000	1,350,000	13,000,000	750,000	5,400,000	2,500,000	
Sewer Capital								
S1	Morganville Lift Station Upgrade	75,000	75,000					
S2	Morganville Lift Station Analysis	75,000		45,000	30,000			
S11	Emergency Power Upgrade Analysis	490,000	45,000	45,000	100,000	100,000	100,000	100,000
S12	Lift Sta Lighting, Security and Access Improvements	540,000		65,000	125,000	350,000		
S13	Pipeline Replacement Program	2,100,000			250,000	350,000	750,000	750,000
S14	Diamond Glen Pump Station Decommission	90,000			25,000	65,000		
S15	Diamond Valley Sewer Main	565,000					115,000	450,000
Sewer Capital Funding		3,935,000	120,000	155,000	530,000	865,000	965,000	1,300,000
TOTAL ESTIMATED FUNDING SOURCES		26,935,000	1,470,000	13,155,000	1,280,000	6,265,000	3,465,000	1,300,000

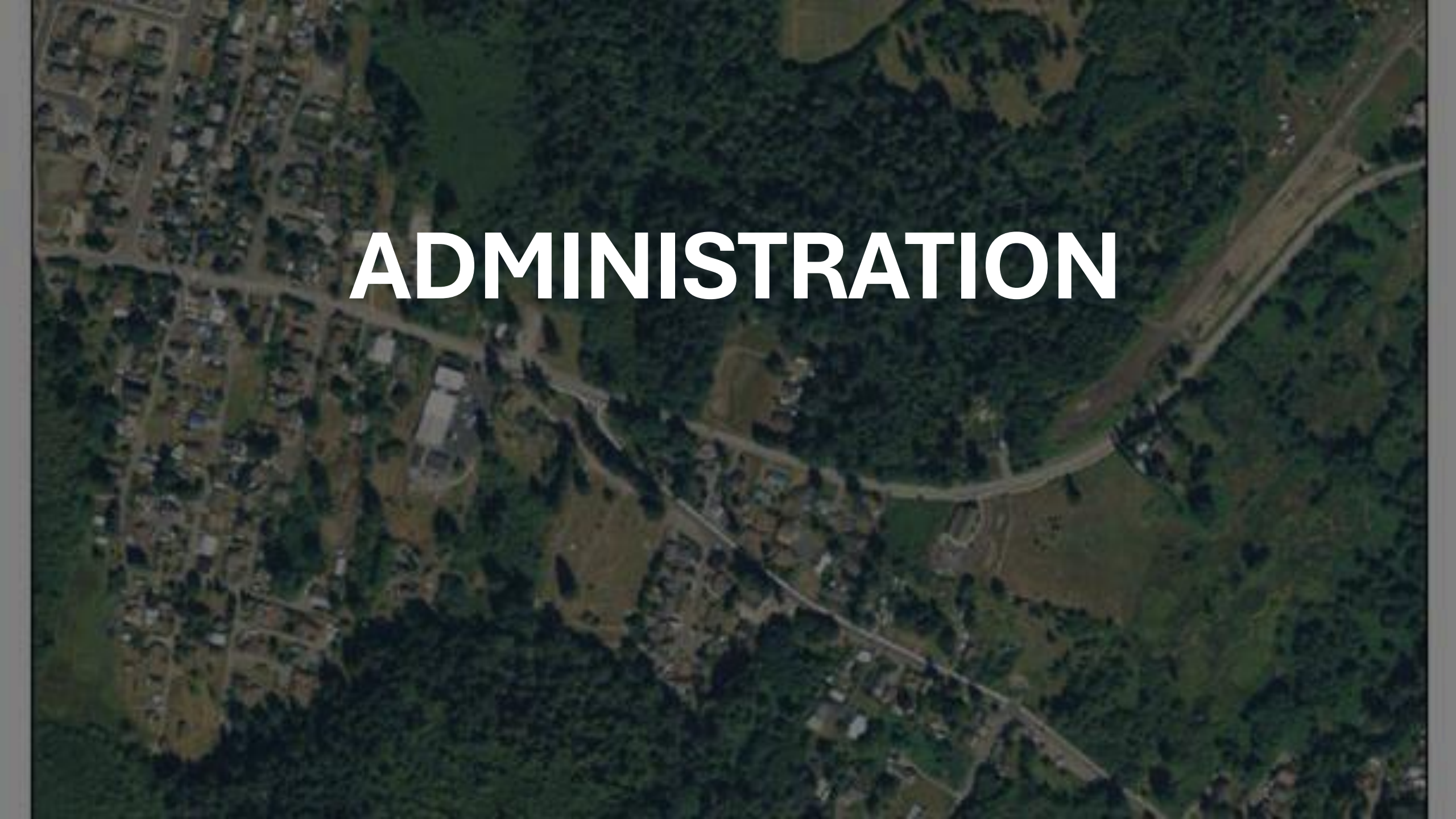
* Developer funded

STORMWATER



Project Title		Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
D1	Regional Storm Pond	1,200,000	25,000	325,000	200,000	650,000		
D2	Ginder Creek Headwall	600,000	65,000	535,000				
D3	Morgan and Baker Street Retrofit	550,000			75,000	475,000		-
	Lawson Hills Stormwater Ponds							
D4	Improvement	175,000				175,000		
	Diamond Glen Stormwater Pond							
D5	Decommission	150,000					150,000	
D6	Park Street Stormwater Facility	1,257,800					430,000	827,800
	TOTAL ESTIMATED EXPENDITURES	3,932,800	90,000	860,000	275,000	1,300,000	580,000	827,800

Funding Sources		Total \$ 2026 - 2031	2026	2027	2028	2029	2030	2031
Grants								
D1	Regional Storm Pond	850,000			200,000	650,000		
D2	Ginder Creek Headwall	500,000		500,000				
D3	Morgan and Baker Street Retrofit	450,000			50,000	400,000		
D6	Park Street Stormwater Facility	857,800					300,000	557,800
	Total Grants	2,657,800		500,000	250,000	1,050,000	300,000	557,800
Stormwater Funding								
D1	Regional Storm Pond	50,000	25,000	25,000				
D4	Lawson Hills Stormwater Ponds Improvement	100,000				100,000		
D6	Park Street Stormwater Facility	400,000					130,000	270,000
	Total Stormwater Funding	550,000	25,000	25,000		100,000	130,000	270,000
REET II								
D1	Regional Storm Pond	300,000		300,000				
D3	Morgan and Baker Street Retrofit	100,000			25,000	75,000		
	Total REET II	400,000		300,000	25,000	75,000		
Carryover Funds								
D2	Ginder Creek Headwall	100,000	65,000	35,000				
	Total Carryover	100,000	65,000	35,000				
Sale of Land (Stormwater Funds)								
D5	Diamond Glen Stormwater Pond Decommission	150,000					150,000	
	Total Sale of Land	150,000					150,000	
Home Owners Association								
D4	Lawson Hills Stormwater Ponds Improvement	75,000				75,000		
	Total Homeowners Association	75,000				75,000		
TOTAL ESTIMATED FUNDING SOURCES		3,932,800	90,000	860,000	275,000	1,300,000	580,000	827,800

An aerial photograph of a suburban neighborhood. The image shows a mix of green trees and brownish-tan houses and roads. A prominent road runs diagonally from the bottom left towards the center. Another road runs horizontally across the middle. The word "ADMINISTRATION" is overlaid in large white letters.

ADMINISTRATION

Project Title		Total \$ 2026 -2031	2026	2027	2028	2029	2030	2031
G1	City Hall	4,000,000	500,000	500,000	500,000	500,000	2,000,000	
G2	Public Works Facility	1,750,000	500,000	100,000	150,000	1,000,000		
	TOTAL ESTIMATED COSTS	5,750,000	1,000,000	600,000	650,000	1,500,000	2,000,000	

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

PARKS

A scenic view of a park. In the foreground, there is a lush green grassy field. Behind the field, a row of tall, dense evergreen trees stands. In the background, a calm body of water is visible, reflecting the sky. A wooden bench and a small sign are situated near the water's edge. The word "PARKS" is overlaid in large, white, bold capital letters in the center of the image.

	Project Name	Total \$ Requested 2026- 2031	2026	2027	2028	2029	2030	2031
P1	Ginder Creek Trail and Site Restoration	2,055,064	1,000,000	1,055,064				
P2	Boat Launch Upgrades	250,000		75,000	175,000			
P3	*Coal Car Park	250,000	250,000					
P4	Regional Park Study	100,000		100,000				
P5	Eagle Creek Park	100,000			100,000			
P6	Boat Launch Park Shoreline Stabilization	200,000				50,000	150,000	
P7	Skatepark Playground	160,000						160,000
TOTAL PLANNED EXPENDITURES		\$3,115,064	\$1,250,000	\$1,230,064	\$275,000	\$50,000	\$150,000	\$160,000

* Developer funded

Funding Sources		Total \$ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Recreation & Conservation Grant (RCO)								
P1	Ginder Creek Trail and Site Restoration	1,615,064	690,000	925,064				
P6	Boat Launch Park Shoreline Stabilization	100,000				25,000	75,000	
	Total RCO Grant Funding	\$1,715,064	\$690,000	\$925,064		\$25,000	\$75,000	
King County Parks Levy								
P1	Ginder Creek Trail and Site Restoration	390,000	260,000	130,000				
P5	Eagle Creek Park	100,000			100,000			
P7	Skatepark Playground	160,000						160,000
	Total King County Levy Funding	\$650,000	\$260,000	\$130,000	\$100,000			\$160,000
Misc Grant Funding								
P2	Boat Launch Upgrades	220,000		45,000	175,000			
P4	Regional Park Study	75,000		75,000				
	Total KCD Grant Funds	\$295,000		\$120,000	\$175,000			
OPEN								
	Total Matching Funds							
REET I Funding								
P1	Ginder Creek Trail and Site Restoration	50,000	50,000					
P2	Boat Launch Upgrades	30,000		30,000				
P4	Regional Park Study	25,000		25,000				
P6	Boat Launch Park Shoreline Stabilization	100,000				25,000	75,000	
	Total REET I Funding	\$205,000	\$50,000	\$55,000		\$25,000	\$75,000	
Developer Funding								
P3	*Coal Car Park	\$250,000	\$250,000					
	Total Developer Funds	\$250,000	\$250,000					
TOTAL NR/PARKS PROJECT FUNDING		\$3,115,064	\$1,250,000	\$1,230,064	\$275,000	\$50,000	\$150,000	\$160,000

* Developer funded

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Stormwater Management Program Plan 2026 updates and public hearing.	Agenda Date: November 6, 2025 AB25-123	
	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): N/A	Public Works – Scott Hanis	X
Fund Source: N/A	Court – Judge Swain/Tawnya Parks	
Timeline: N/A		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: 2026 Stormwater Management Program Plan		
SUMMARY STATEMENT: The City is required by the Department of Ecology to update its Stormwater Management Program (SWMP) Plan. This SWMP Plan shows how the City is currently meeting the Department of Ecology's requirements in the National Pollutant Discharge Elimination System (NPDES) Permit, as well as showing future requirements of this Permit. The SWMP Plan is updated annually. The purpose of the public hearing is to gather input for this SWMP Plan from the community, which is a requirement of the NPDES Permit.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: No action needed		
RECOMMENDED ACTION: PUBLIC HEARING ONLY		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
November 6, 2025		

CITY OF BLACK DIAMOND

STORMWATER MANAGEMENT PROGRAM
PLAN (SWMP PLAN)

2026 UPDATE



PREPARED BY
Public Works Department
CITY OF BLACK DIAMOND
PO BOX 599
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LIST OF ACRONYMS AND ABBREVIATIONS

AFFF	Aqueous Film-Forming Foam
AKART	All Known and Reasonable Treatment
BMP	Best Management Practices
CESCL	Certified Erosion and Sediment Control Lead
DOE	Department of Ecology
GIS	Geographic Information Systems
IDDE	Illicit Discharge Detection and Elimination
LID	Low Impact Development
MPD	Master Planned Development
MS4	Municipal Separate Storm Sewer System
NPDES	National Pollutant Discharge Elimination System
O&M	Operations and Maintenance
PFAS	Per and Polyfluoroalkyl Substances
SAM	Stormwater Action Monitoring
SMAP	Stormwater Management Action Plan
SWMMWW	Stormwater Management Manual for Western Washington
SWMP	Stormwater Management Program
SWPPP	Stormwater Pollution Prevention Plan
TMDL	Total Maximum Daily Load

THIS PLAN IS BASED ON THE REQUIREMENTS OUTLINED IN THE WESTERN WASHINGTON PHASE II MUNICIPAL STORMWATER PERMIT. MUCH OF THE LANGUAGE INCLUDED IN THIS DOCUMENT DESCRIBING PERMIT REQUIREMENTS HAS BEEN TAKEN DIRECTLY FROM THIS PERMIT AND HAS BEEN SUMMARIZED FOR EASE OF THE READER.

FOR COMPLETE REQUIREMENTS AND DETAILS, PLEASE REFER TO SECTION S5.C OF THE WESTERN WASHINGTON PHASE II MUNICIPAL STORMWATER PERMIT FROM THE DEPARTMENT OF ECOLOGY.

– INTRODUCTION

1.1 INTRODUCTION

This document constitutes the City of Black Diamond's Stormwater Management Program (SWMP) Plan as required under Condition S5 of the Western Washington Phase II Municipal Stormwater Permit (the Permit). In addition to the City's permit, the SWMP includes the Total Maximum Daily Load (TMDL) requirements on Lake Sawyer as published in the TMDL document 09-10-053.

The purpose of the SWMP Plan is to detail actions that the City of Black Diamond has taken and will take to maintain compliance with conditions in the permit. This SWMP Plan will be an attachment to the *Annual Report Form for Cities, Towns, and Counties* which is required to be submitted to the Department of Ecology (DOE) by March 31 of each year.

The City's SWMP is intended to reduce the discharge of pollutants from the City's Municipal Separate Storm Sewer System (MS4) to the Maximum Extent Practicable, meet Washington State's All Known and Reasonable Treatment (AKART) requirements, and protect water quality. This goal is accomplished by the inclusion of all Permit SWMP components, minimum measures, and implementation schedules into the City's SWMP.

In compliance with Permit requirements, where the City is already implementing actions or activities called for in this document, the City will continue those actions or activities regardless of the schedule called for in this document. The City will adapt these actions or implement new activities as required by Permit deadlines and as City staff measures the effectiveness of current actions or activities.

The City is active in 11 areas of permit activity including:

- Monitoring the MS4
- Reporting to DOE
- Stormwater planning
- Public education and outreach
- Public involvement and participation
- MS4 mapping and documentation
- Illicit Discharge Detection and Elimination (IDDE)

- Controlling runoff from new development, redevelopment, and construction sites
- Operations and maintenance (O&M)
- Source Control Program for Existing Development
- Stormwater Management for Existing Development

MONITORING AND ASSESSMENT

2.1 PERMIT REQUIREMENTS and Dates

Section S5.A and S8 of the Western Washington Phase II Municipal Stormwater Permit requires the City to develop, monitor, and report the City's SWMP. The SWMP shall be designed to reduce the discharge of pollutants from the City's MS4 to the maximum extent practicable and to protect water quality. The monitoring, reporting and assessment requirement helps keep the City on track with Best Management Practices (BMPs) to reduce the discharge of pollutants to stormwater. Specific dates are outlined below:

- Submit a one-time payment of \$1536 into a collective fund to implement regional small streams and marine nearshore areas status and trends monitoring in Puget Sound. Payment is due on or before August 15th of each year beginning in 2025. Annual payment completed.
- Notify DOE in writing the City's decision whether or not to participate in contributing to a collective fund to implement regional receiving water status and trends monitoring, at an annual cost of \$1536, by December 1, 2024. Participation in this monitoring meets City requirements for regional status and trends monitoring. Annual payment completed.
- Submit a one-time payment of \$2274 into a collective fund to implement effectiveness studies and source identification studies.
- Notify DOE in writing the City's decision whether to participate in contributing to a collective fund to implement Stormwater Action Monitoring (SAM) effectiveness and source identification studies, at an annual cost of \$2274 by December 1, 2024. Participation in this collective fund meets City requirements for effectiveness and source identification studies. Annual payments completed.

2.2 CURRENT ACTIVITIES

The current city activities associated with Monitoring and reporting include:

- Track the number of inspections, follow-up actions because of inspections, official enforcement actions and types of public education activities for inclusion in the City's annual reports to DOE.
- Track the cost or estimated cost of development and implementation of the SWMP.
- Coordinate, as necessary, with other entities covered under a municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit to encourage coordinated stormwater-related policies, programs, and projects within adjoining or shared areas.

- The Development Agreement for the major Master Planned Developments requires extensive water quality monitoring by the developer before, during and after construction, including a yearly review by the Water Quality Review Committee.
- The City is contributing to the collective fund to implement regional receiving water status and trends monitoring.
- The City is contributing to the collective fund to implement SAM effectiveness and source identification studies.

2.3 PLANNED ACTIVITIES

The City will continue with the current monitoring activities in 2026. The City will pay into the collective funds for regional receiving water status and trends monitoring, and for SAM effectiveness and source identification studies.

REPORTING

3.1 PERMIT REQUIRMENTS and Dates

Section S9 of the 2024-2029 Phase II Permit requires the City to:

- Submit an annual report to Ecology: Due March 31st of each year beginning in 2025.
- Keep all records related to the NPDES Phase II Permit and the SWMP for at least 5 years.
- Make records related to the NPDES Phase II Permit and the SWMP available to the public at reasonable times during business hours.
- Track the cost or estimated cost of development and implementation of the SWMP and sources of funding. This information shall be provided with each Annual Report, no later than March 31, 2027. Permittees shall provide annual average costs (or estimates) to implement the SWMP and TMDL requirements.

3.2 CURRENT ACTIVITIES

- Submit the online *Annual Report Form for Cities, Towns, and Counties* which is intended to summarize the City's compliance with the conditions of the Permit. The annual report shall be submitted by March 31 of each calendar year covering the previous calendar year.
- Prepare written documentation of the SWMP and update at least annually for submittal with the City's annual reports to DOE.
- Include with the annual report, notification of any annexations, incorporations, or jurisdictional boundary changes resulting in an increase or decrease in the City's geographic area of permit coverage during the reporting period.
- Cost tracking of development and implementation of SWMP and sources of funding.

3.3 PLANNED ACTIVITIES

The City will submit our 2025 annual report prior to March 31, 2026 and continue to keep thorough records of all NPDES Phase II Permit and SWMP activities, as well as cost tracking.

–STORMWATER PLANNING

4.1 PERMIT REQUIREMENTS and Dates

Section S5.C.1 of the Western Washington Phase II Municipal Stormwater Permit requires the City to implement a Stormwater Planning program to inform and assist in the development of policies and strategies as water quality management tools to protect aquatic resources. Specific program components and dates are outlined below:

- Continue to require Low Impact Development (LID) Principles and LID BMPs when updating, revising, and developing new local development-related codes, rules, standards, or other enforceable documents, as needed.
- Continue to convene an inter-disciplinary team to inform and assist in the development, progress, and influence of this program no later than August 1, 2025 (team established July 29, 2020).
- Each Permittee shall describe how stormwater management needs and protection/improvement of receiving water health are (or are not) informing the long-range or comprehensive planning update processes and influencing policies and implementation strategies in their jurisdiction in the Annual Report, due March 31, 2027. The Annual Report shall describe the water quality and watershed protection policies, strategies, codes, and other measures intended to protect and improve local receiving water health through planning, or taking into account considering stormwater management needs or limitations.
- Continue to require LID principles and LID BMPs when updating, revising, and developing new local development-related codes, rules, standards, or other enforceable documents, as needed, in order to minimize impervious surfaces, native vegetation loss, and stormwater runoff in all types of development.
- Annually assess and document any newly identified administrative or regulatory barriers to implementation of LID principles or LID BMPs and measures developed to address the barriers. The report shall also describe mechanisms developed to encourage or require implementation of LID principles or LID BMPs.
- By December 31, 2028, new permittees shall review, revise, and make effective their local development-related codes, rules, standards, or other enforceable documents to incorporate and require LID principles and LID BMPs. New Permittees shall conduct a similar review and revision process, and consider the range of issues, outlined in the following document: Integrating LID into Local Codes: A Guidebook for Local Governments (Puget Sound Partnership, 2012).
- No later than December 31, 2028, adopt and implement tree canopy goals and policies to support stormwater management. Permittees shall consider

how existing or future tree canopy can support stormwater management and water quality improvements in receiving waters. Establish a long-term (e.g. 5, 10 year or longer) goal of canopy, existing or future projection, to be used for stormwater management that is appropriate to the jurisdiction. Specific considerations for canopy for stormwater management on Permittee-owned or operated lands shall include (but are not limited to): (a) Maintaining or increasing canopy in overburdened communities. (b) Maintaining existing mature canopy. Document considerations, reasoning, and rationale for goals and policies.

- No later than March 31, 2027, Permittees shall complete and submit a SMAP for at least one new high priority catchment area, or additional actions for an existing SMAP that identifies the following:
 - A description of the stormwater facility retrofits needed for the area, including the BMP types and preferred locations. Include projects that address transportation-related runoff from high traffic areas.
 - Land management/development strategies and/or actions identified for water quality management.
 - Targeted/Focused, enhanced, or customized implementation of stormwater management actions related to permit. Permit sections within S5, including:
 - IDDE field screening,
 - Prioritization of Source Control inspections
 - O&M inspections or enhanced maintenance or Public Education and Outreach behavior change programs.
- Identified actions shall support other specifically identified stormwater management strategies and actions for the basin overall, or for the catchment area in particular. If applicable, identification of changes needed to local long-range plans, to address SMAP priorities.
 - A proposed implementation schedule and budget sources for:
 - Short-term actions (i.e., actions to be accomplished within six years),
 - Long-term actions (i.e., actions to be accomplished within seven to 20 years).
 - Actions in the SMAP that may benefit overburdened communities, including specifically vulnerable populations and highly impacted Communities.
 - A process and schedule to provide future assessment and feedback to improve the planning process and implementation of procedures or projects.

4.2 CURRENT ACTIVITIES

The City is continuing to assess if there are any administrative or regulatory barriers in implementation of LID principles or LID BMPs.

- The City coordinates between departments with the inter-disciplinary team made up of representatives from the Public Works Department, Community Development Department, and the Master Development Review Team.

4.3 PLANNED ACTIVITIES

The City will continually assess, and report annually, any newly identified administrative or regulatory barriers to implementation of LID principles or LID BMPs and measures to address the barriers.

- The City will continue coordination with other permittees by way of participation in regional groups and exploring joint efforts with neighboring cities as time and staffing allows.
Review and update requirements for LID code review process as needed.
- The City coordinates between departments with the inter-disciplinary team made up of representatives from the Public Works Department, Community Development Department, and the Master Development Review Team.

–PUBLIC EDUCATION AND OUTREACH

5.1 PERMIT REQUIREMENTS and Dates

Section S5.C.2 of the Western Washington Phase II Municipal Stormwater Permit requires the City to include an education and outreach program designed to build general awareness about methods to address and reduce impacts from stormwater runoff, effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts, and create stewardship opportunities that encourage community engagement and participation in addressing the impacts from stormwater runoff. The City must meet the following deadlines:

- General Awareness - Develop a social marketing campaign tailored to the community, including development of a program evaluation plan no later than July 1st 2025.
- Behavior Change - Begin implementing the behavior change campaign and strategy no later than September 1, 2025.
 - Behavior change campaign evaluation - Evaluate and report on the changes in understanding and adoption of targeted behaviors resulting from the implementation of the strategy, and any planned or recommended changes to the campaign in order to be more effective, along with a description of strategies and process to achieve the results, no later than March 31, 2029
- Submit report on the changes in understanding and adoption of behaviors resulting from the implementation of the strategy; and any planned or recommended changes to the campaign to be more effective; describe the strategies and process to achieve the results. Stewardship Activities - Create stewardship opportunities that encourage community engagement and participation in activities or events planned and organized within the community such as storm drain marking, volunteer monitoring, riparian plantings and watershed habitat improvement. Permittees may provide, partner with, or promote stewardship opportunities created or organized by existing organizations (including non-Permittees).

5.2 CURRENT ACTIVITIES

The City has educated the public through stormwater articles in the city newsletter, posting educational materials on the City website, handing out materials at City sponsored events, and meeting with businesses and owners of private stormwater

systems. The current City activities associated with Public Education and Outreach include:

- Educating the public about the need of the stormwater utility and the collaborative effort needed from everyone in the City to improve stormwater quality within the City.
- Meeting, as needed, with businesses and the general public about the hazards associated with illicit discharges and improper disposal of waste.
- Distribute illicit discharge information to target audiences through individual meetings or mailers.
- Continue to track and maintain records of public education and outreach activities.
- The City is utilizing feedback received from the previous education survey to determine how to educate the public regarding stormwater.
- A new survey has been distributed with utility bills in September 2025 to achieve additional feedback from residents on their level of understanding stormwater impacts.
- In cooperation with the Lake Sawyer Park Foundation, educational signs on the importance of water quality were posted in the Lake Sawyer Regional Park.
- Education efforts for behavioral change will focus on the following areas:
 - Yard care.
 - Focus on fertilizers and determining what types of fertilizers would work best in a yard (focus on free soils reports offered by the King Conservation District).
- The City has “No Dumping” placards that are available to volunteers for marking around catch basins. The City has a “Volunteer” section under the Stormwater tab on the City website, a recruitment post on Justserve.org, and a social media post in an effort to recruit volunteers. There is currently one volunteer group working on this effort.

5.3 PLANNED ACTIVITIES

The City has the following goals for continued Permit compliance in public education and outreach:

- City staff will continue to utilize the feedback as laid out in the social marketing campaign from the most recent survey results on education efforts. Target areas are listed in 4.2 above.

- Continue education and behavior change efforts for the general public utilizing social marketing, the City newsletter, and the City's website as staff time and opportunity allows.
- The City will provide information to the public at local events, such as, Miner's Day and Labor Days, regarding protecting stormwater of pollutants.
- City staff will continue to coordinate with King County and local volunteers to take samples for secchi depth, temperature, chlorophyll-a, phosphorus and nitrogen in Lake Sawyer.

– PUBLIC INVOLVEMENT AND PARTICIPATION

6.1 PERMIT REQUIREMENTS and Dates

Section S5.C.3 of the Western Washington Phase II Municipal Stormwater Permit requires the City to provide ongoing opportunities for public involvement and participation. The City will comply with applicable state and local public notice requirements in developing elements of the SWMP and SMAP. The annual report and updated SWMP Plan are required to be published on the City's website by May 31 of each year.

- Annually, document specific public involvement and participation opportunities provided to overburdened communities and specifically, highly impacted communities
- No later than December 31, 2026, document methods used to identify overburdened communities.
- Post SWMP Plan and Annual Report to website, as required under S9.A, no later than May 31 each year.

6.2 CURRENT ACTIVITIES

The current compliance activities associated with public involvement and participation include:

- The City has posted the SWMP Plan and annual report on the City website (click on "Public Works", then "Stormwater").
- Provide opportunities for public involvement in the review of the stormwater comprehensive plan updates, SWMP Plan updates, changes to the stormwater utility charges, or other stormwater codes or similar environmental policies at the early consideration stages at the Public Works Committee level.
- Provide opportunities for public involvement and comment in the consideration of the SWMP Plan by holding a public hearing prior to implementation.
- Review the SWMP Plan with the Public Works Committee and receive public comments in a public hearing prior to implementation.
- Make the SWMP Plan, the annual report, and all other submittals required by the Phase II Permit, available to the public.
- Post the updated SWMP Plan and the annual report on the City's website.
- The City has used the CJEST (Climate and Economic Justice Screening Tool) to identify disadvantaged and highly impacted communities.

- The City has open comment period twice at every council meeting, also available to be done via Zoom for those unable to attend in person.

6.3 PLANNED ACTIVITIES

The City will continue with the public involvement and participation activities each year for the SWMP Plan and will continue to make the annual report available for public review by posting it on the City website. With social media now available to the City, advertising for public participation in developing updates to the SWMP Plan will be posted on social media, including how suggestions can be submitted to the City.

- The City will provide opportunities for public involvement in development and finalization of the SWMP through at least one public hearing.
- The City plans to use guidance, when available, from Dept. of Ecology on other methods for identifying overburdened and underserved communities.

–MS4 Mapping and Documentation

7.1 PERMIT REQUIREMENTS and Dates

Section S5.C.4 of the Western Washington Phase II Municipal Stormwater Permit requires the City involvement in an ongoing program for mapping and documenting the MS4. Specific program components are outlined below:

- Maintain mapping data for the features listed below:
 - Known MS4 outfalls and known MS4 discharge points
 - Map outfall size and material, where known
 - Receiving waters, other than groundwater.
 - Stormwater treatment and flow control BMPs/facilities owned or operated by the City.
 - Tributary conveyances to all known outfalls with a 24-inch nominal diameter or larger, or an equivalent cross-sectional area for non-pipe systems, mapping the following features and/or attributes:
 - Tributary conveyance type, material, and size where known.
 - Associated drainage areas.
 - Land use.
 - All connections to the MS4 authorized or allowed by the Permittee after February 16, 2007.
 - Connections between the MS4 and other municipalities or public entities.
 - Geographic areas served by the MS4 that do not discharge stormwater to surface waters.
 - .
- Upon request, make all maps available to DOE.
- Upon request, and to the extent appropriate, provide mapping information available to federally recognized Indian Tribes, municipalities, and other permittees at a reasonable cost.
- No later than March 31, 2026, submit locations of all known MS4 outfalls according to the standard templates and format provided in the Annual Report. Report the size and of the outfalls, where known.
- No later than December 31, 2026, using available, existing data, map tree canopy to support stormwater management on Permittee-owned or operated properties. Permittees shall develop and follow a methodology to intentionally identify canopy for stormwater management purposes, which may be updated annually or as needed.
- No later than March 31, 2028, implement a methodology to map and assess acreage of MS4 tributary basins to outfalls with a 24-inch nominal diameter or larger, or an equivalent cross-sectional area for non-pipe systems that have stormwater treatment and flow control BMPs/facilities owned or operated by the Permittee. Submit with the March 31, 2028 Annual Report a map(s) (.pdf)

and table (.xlsx) with a breakdown of the MS4 tributary basins quantifying estimated acres managed or unmanaged by stormwater treatment and flow control BMPs/facilities owned or operated by the Permittee.

- No later than December 31, 2028, using available, existing data map overburdened communities in relation to stormwater treatment and flow control BMPs/facilities, outfalls, discharge points, and tree canopy on Permittee-owned or operated properties.

7.2 CURRENT ACTIVITIES

The City currently implements activities and programs that meet Permit requirements. The current compliance activities associated with the above Permit requirements include:

- Continue to make updates to stormwater features in Geographic Information Systems (GIS) software as new information becomes available.
- The City has requested stormwater GIS mapping data from 10 Trails developers to merge with current city mapping data.

7.3 PLANNED ACTIVITIES

The City will continue with updates to MS4 mapping in GIS, as staff time allows. Specifically, the City will verify and update information for all known outfalls during field screenings, inspections, and/or maintenance. The City will also make sure all private connections are known, documented, and mapped, and future private connections to the City's MS4 will be documented and mapped.

The City has updated its GIS system and will need to transfer data from the old system to the new system. City staff will work to ensure that the most up-to-date information for the MS4 is maintained through the transition and any missing data can be either retrieved or recreated.

– ILLICIT DISCHARGE DETECTION AND ELIMINATION

8.1 PERMIT REQUIREMENTS and Dates

Section S5.C.5 of the Western Washington Phase II Municipal Stormwater Permit requires the City to maintain an ongoing program designed to prevent, detect, characterize, trace and eliminate illicit connections and illicit discharges into the MS4. Specific program components are outlined below:

- Include procedures for reporting and correcting or removing illicit connections, spills, and other illicit discharges when they are suspected or identified. Illicit connections and illicit discharges must be identified through (but not limited to) field screening, inspections, complaints/reports, construction inspections, maintenance inspections, source control inspections, and/or monitoring information, as appropriate.
- Informing public employees, businesses, and the general public of hazards associated with illicit discharges and improper disposal of waste.
- Enforce ordinance 18-1099, which effectively prohibits non-stormwater, illicit discharges into the City's MS4 to the maximum extent allowable under state and federal law. Ordinance 18-1099 addresses:
 - Allowable discharges (as outlined in S5.C.5.c.i of the NPDES Permit).
 - Conditionally allowable discharges (as outlined in S5.C.5.c.ii of the NPDES Permit).
 - Any category of allowable or conditionally allowable discharges if the discharges are identified as significant sources of pollutants to waters of the State.
 - Escalating enforcement procedures and actions for repeat offenders.
- Implement an ongoing program designed to detect and identify non-stormwater discharges and illicit connections into the City's MS4. The program shall include:
 - Procedures for conducting investigations, including field screening and methods for identifying potential sources (which may also include source control inspections), implementing a field screening methodology appropriate to the characteristics of the MS4 and water quality concerns. Screening for illicit connections may be conducted using: *Illicit Connection and Illicit Discharge Field Screening and Source Tracing Guidance Manual* (Herrera Environmental Consultants, Inc.; May 2020). The City shall document the field screening methodology in the annual report. The City shall complete field screening for an average of 12% of the MS4 each year. Tracking began August 1, 2019.
 - A publicly listed and publicized hotline or telephone number for public reporting of spills and other illicit discharges. Upon discussions with first responders, it was determined that the public should call 911 to report a

spill or other illicit discharge. Responding fire and/or police will contact Public Works for assistance and reporting. Public Works can still be contacted for non-emergencies (360-851-4446 during business hours; 360-851-4517 for emergencies after hours).

- An ongoing training program on the identification of an illicit discharge and/or connection, and on the proper procedures for reporting and responding to the illicit discharge and/or connection, for all municipal field staff, who, as part of their normal job responsibilities, might come into contact with or otherwise observe an illicit discharge and/or illicit connection to the MS4. Follow-up training shall be provided as needed. The City shall document and maintain records of the training provided and the staff trained.
- Implement an ongoing program designed to address illicit discharges, including spills and illicit connections, into the MS4. The program shall include:
 - Procedures for characterizing the nature of, and potential public or environmental threat posed by, any illicit discharges found or reported to the City. Procedures shall address the evaluation of whether the discharge must be immediately contained and steps to be taken for the containment of the discharge.
 - Procedures for tracing the source of an illicit discharge; including visual inspections, and when necessary, opening manholes, using mobile cameras, collecting, and analyzing water samples, and/or other detailed inspection procedures.
 - Procedures for eliminating the discharge; including notification of appropriate authorities; notification of the property owner; technical assistance; follow-up inspections; and implementation and use of the compliance strategy mentioned above, including escalating enforcement and legal actions if the discharge is not eliminated.
 - The City must meet the following timelines and be responsible for the following actions:
 - Immediately respond to all illicit discharges, including spills, which are determined to constitute a threat to human health, welfare, or the environment by taking appropriate action to correct or minimize the threat to human health, welfare, and/or the environment; notifying DOE and other appropriate spill response authorities within 24 hours of learning about the illicit discharge or spill; and immediately report spills or discharges of oils or hazardous substances to DOE and the Washington Emergency Management Division.
 - Investigate (or refer to the appropriate agency with the authority to act) within 7 days any complaints, reports, or monitoring information that indicates a potential illicit discharge.
 - Initiate an investigation within 21 days of any report or discovery of a suspected illicit connection to determine the source of the connection,

the nature and volume of discharge through the connection, and the party responsible for the connection.

- Upon confirmation of an illicit connection, use the compliance strategy in a documented effort to eliminate the illicit connection within 6 months. All known illicit connections to the MS4 shall be eliminated.
- Track and maintain records of illicit discharges, spills, and illicit connections, including those that were found by, reported to, or investigated by the City. Data shall be submitted annually in the Annual Report following the instructions, timeline, and format found in Appendix 12 of the Permit.
- Implement procedures for the post-emergency clean-up of firefighting activities:
 - No later than December 31, 2026, the Permittee shall coordinate with firefighting agencies/departments that serve the areas that discharge to the MS4 to be notified when PFAS-containing AFFFs are used during emergency firefighting activities.
 - No later than January 1, 2027, Permittee shall update and implement procedures to minimize discharges to the MS4 during post emergency clean-up and disposal activities including, but not limited to, the immediate clean-up in all situations where PFAS-containing AFFFs have been used, diversions, and other measures that prevent discharges to the MS4. The Permittee is not expected to deploy control measures during an emergency.
- Routine external building washdown that does not use detergents for buildings built or renovated before 1950 and after 1980. These discharges shall be reduced through, at minimum, public education activities and water conservation efforts.
- Commercial, industrial, and multi-story residential structures constructed or renovated between the years 1950 and 1980 (i.e. those most likely to have PCB-containing building materials), shall be assessed for PCB-containing materials consistent with How to find and address PCBs in building materials (Ecology, 2024, Publication No. 22-04-024) prior to routine building washdown to the MS4. Structures confirmed or suspected to have PCB-containing materials shall not discharge washdown to the MS4.
- Single-family residential buildings are exempt from PCB assessment prior to building washdown, for the purposes of this section. Structures built or renovated between 1950-1980 and determined to be without PCB-containing materials may conduct routine building washdown (without detergents) as described above.
- The ordinance or other regulatory mechanism in effect as of the effective date of this Permit shall be revised, if necessary, to meet the requirements of this Section no later than July 1, 2027

8.2 CURRENT ACTIVITIES

The City currently implements activities and programs that meet Permit requirements. The current compliance activities associated with the above Permit requirements include:

- Through Ordinance 18-1099, city staff has the ability to intervene and stop illicit discharges, to get involved to educate those that pollute unknowingly and follow up with additional enforcement actions to those not complying with corrective actions.
- City staff responsible for identification, investigation, termination, cleanup, and reporting of illicit discharges, including spills and illicit connections, shall be trained to conduct these activities. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements, or staffing. The training provided and staff trained shall be documented..
- Continue to respond to reported illicit discharge reports and documenting the actions taken to eliminate them.
- The City has investigated all reports of potential illicit discharges
- The City verified in 2024 with Mountain View Fire that PFAS containing AFFF chemicals are phased out from their fire fighting operations.
- Continue to follow up on hotline illicit discharge tips and stormwater related ERTS reports.
- Implement the City IDDE program to detect and stop illicit discharges to the City's MS4 by:
 - Characterizing the nature of illicit discharges
 - Tracing the source
 - Removing the source
 - Educating those responsible
 - Enforcing the City's code to stop illicit discharges.

8.3 PLANNED ACTIVITIES

The City will field screen a minimum of 12% of the City's outfalls and discharge points for illicit connections to meet the requirement of screening 12% of all outfalls each year.

- The City will provide training to new Public Works staff for IDDE annually or more often as needed.
 - Full time Public Works Utility Workers receive I.D.D.E mitigation training within their first month of employment and an additional annual refresher training. Utility Workers and Stormwater Coordinator act as primary responders to these incidents and elevate issues to Stormwater Coordinator for follow up as needed.
 - Police staff receive I.D.D.E. training annually and are trained to notify Public Works staff for water quality investigation/source tracing if an illicit discharge/connection is identified.

- Continue to respond to reported illicit discharge reports and documenting the actions taken to eliminate them.

– CONTROLLING RUNOFF FROM NEW DEVELOPMENT, REDEVELOPMENT AND CONSTRUCTION SITES

9.1 PERMIT REQUIREMENTS and Dates

Section S5.C.6 of the Western Washington Phase II Municipal Stormwater Permit requires the City to implement and enforce a program to reduce pollutants in stormwater runoff to the City's MS4 from new development, redevelopment and construction site activities, which applies to private and public development, including transportation projects. Specific program components are outlined below.

- The City will implement an ordinance or other enforceable mechanism that addresses runoff from new development, redevelopment, and construction site projects no later than June 30, 2027 (mechanism was in place by June 30, 2022). This program will apply to all applications (projects with a complete project description, site plan, and, if applicable, a SEPA checklist) on or after July 1, 2027. Prior to January 1, 2017 that have not started construction by July 1, 2022. Prior to July 1, 2022, that have not started construction by July 1, 2027. Prior to July 1, 2027, that have not started construction by July 1, 2032.
- In order to comply with new requirements regarding site planning requirements; BMP selection criteria; BMP design criteria; BMP infeasibility criteria; LID competing needs criteria; and BMP limitations, the City should adopt the DOE 2024 Stormwater Management Manual for Western Washington (the 2024 SWMMWW) prior to June 30, 2027. Adoption and implementation of the 2024 SWMMWW will meet the requirements of the Permit.
- The City shall have the legal authority in place by June 30, 2022, through the approval process for new development and redevelopment, to inspect and enforce maintenance standards for private stormwater facilities that discharge to the City's MS4 (Legal authority is in place through Chapter 14.04.365 of the Black Diamond Municipal Code. No updates to the approval process are necessary).

9.2 CURRENT ACTIVITIES

The City code currently implements the activities and programs to meet Permit requirements. The current compliance activities associated with the above Permit requirements include:

- The City conducts construction and stormwater site inspections during the pre-construction, active construction and final inspection at closeout of the site to ensure site is fully stabilized and all stormwater BMP's are operating/functional.
- The City has implemented a permitting process with plan review, inspection and enforcement capability for both private and public projects. This program applies to all sites as determined by Section 3 of Appendix 1 of the Permit.
- The City reviews stormwater site plans for proposed development activities.
- The City inspects, prior to clearing and construction, all known development sites.
- The City inspects all known permitted development sites during construction to verify proper installation and maintenance of required erosion and sediment controls. The City will enforce as necessary based on the inspection.
- The City inspects all permitted development sites upon completion of construction and prior to final approval or occupancy to ensure proper installation of permanent stormwater controls such as stormwater facilities and structural BMPs. Also, the City will verify a maintenance plan is completed and responsibility for maintenance is assigned. Enforcements will be made, as necessary, based on the inspection.
- City Staff schedules all inspections through the City's PermitTrax software and records of inspections are maintained in PermitTrax by inspectors. Routine inspections not set in PermitTrax, such as city-run construction projects, will be tracked separately on spreadsheets and/or daily logs by Public Works maintenance staff.
- The City must perform at least 80% of required inspections in order to achieve Permit compliance. Staff schedules all inspections through the City's PermitTrax software and records of inspections are maintained in PermitTrax by inspectors. Routine inspections not set in PermitTrax, such as city run construction projects, will be tracked separately by Public Works maintenance staff.
- Inspections of all permanent stormwater treatment and flow control BMPs/facilities and catch basins in new residential developments at least twice per 12 month period with no less than 4 months between

inspections until 90% of the lots are constructed (or when construction is stopped, and the site fully stabilized) to identify maintenance needs and enforce compliance with maintenance standards as needed.

- The City implements an enforcement strategy to respond to issues of non-compliance.
- The City ensures that all staff responsible for implementing the program to control stormwater runoff from new development, redevelopment, and construction sites, including permitting, plan review, construction site inspections, and enforcement, are trained to conduct these activities:
 - The City has nine Certified Erosion and Sediment Control Leads (CESCL).
 - The city has three Certified Erosion and Sediment Control Inspectors, certified through the American Stormwater Institute. The City has two Certified Stormwater Inspectors trained by the NPDES National Stormwater Center. The City has one Qualified MS4 Stormwater Compliance Professional.
- Links for DOE's "Notice of Intent for Construction Activity" and "Notice of Intent for Industrial Activity" are available to representatives of proposed new development and redevelopment on the City's website. Applicants are made aware during pre-application meetings.
- In addition to the above requirements and with the TMDL for phosphorus on Lake Sawyer, King County volunteers continue to take water quality samples at Lake Sawyer. The schedule for meeting goals for the TMDL called for testing that would end in 2014, but the City has continued with the testing.
- The City used the 2005 SWMMWW and the Lake Sawyer TMDL in the Development Agreement for the major Master Planned Developments (MPDs) in Black Diamond for sampling to monitor for no net increase of phosphorus, as phosphorus levels are directly related to the rate aquatic plants and algae is produced.

9.3 PLANNED ACTIVITIES

The City will continue to:

- Update and implementing process codes, fees, and standards as necessary and as identified needs arise.
- Determine staff training needs and develop training strategies as updates to Permit requirements are implemented by DOE.
- Continue to conduct testing on Lake Sawyer in partnership with King County.
- Conduct construction and stormwater site inspections during the pre-construction, active construction and final inspection at closeout of the site to ensure site is fully stabilized and all stormwater BMPs are operating/functional.
- The City will review stormwater site plans for proposed development activities.
- The City will perform at least 80% of required inspections annually in order to achieve Permit compliance. Staff schedules all inspections through the City's PermitTrax software and records of inspections are maintained in PermitTrax by inspectors. Routine inspections not set in PermitTrax, such as city run construction projects, will be tracked separately by Public Works maintenance staff.

–OPERATIONS AND MAINTENANCE

10.1 PERMIT REQUIREMENTS and Dates

Section S5.C.9 of the Western Washington Phase II Municipal Stormwater Permit requires the City to implement and document a program to regulate maintenance activities and to conduct maintenance activities that prevent or reduce stormwater impacts. Specific program components are outlined below.

- Establish maintenance standards that are as protective, or more protective, of facility function than those specified in the 2024 SWMMWW by June 30, 2027. The purpose of the maintenance standard is to determine if maintenance is required and is not a measure of the facility's required condition at all times between inspections.
- Program to verify adequate long-term O&M of stormwater facilities regulated by the City. Verification shall be established by records of inspections and enforcement actions by City staff. Program components include:
 - Ordinance or other enforceable mechanism in place that clearly identifies the party responsible for maintenance; requires inspections of facilities and establishes enforcement procedures.
 - Annual inspections of all stormwater treatment and flow control BMPs/facilities that discharge to the MS4 and were permitted by the City. The inspection frequency may be reduced if documentation from actual inspections shows a reduced frequency may be used according to Section S.5.C.9 of the Permit. The City must achieve at least 80% of required inspections annually.
- Annual inspection of all municipally owned or operated stormwater treatment and flow control facilities and taking appropriate maintenance actions. Inspection frequency may be reduced as outlined in Section S5.C.7.c.i of the Permit.
- Spot checks of potentially damaged treatment and flow control BMPs/facilities after major storm events (10-year storm).
- Inspection of all catch basins and inlets owned or operated by the City by December 31, 2025 and every two years after. A reduced frequency in inspections can be permitted based on documentation in accordance with Section S5.C.9.c.i-iii of the Permit.
- Implement practices, policies, and procedures to reduce stormwater impacts associated with runoff from all lands owned or maintained by the City, including but not limited to: streets, parking lots, roads, highways, buildings, parks, open space, road right-of-way, maintenance yards, and stormwater treatment and flow control BMPs/facilities. Documentation of these practices, policies, and

procedures shall be completed no later than December 31, 2027. Activities to be addressed include pipe cleaning; cleaning of culverts that convey stormwater in ditch systems; ditch maintenance; street cleaning; road repair and resurfacing (including pavement grinding); snow and ice control; utility installation; pavement striping maintenance; maintenance of roadside areas (including vegetation management); dust control; application of fertilizers, pesticides, and herbicides according to the instructions for their use (including reducing nutrients and pesticides using alternatives that minimize environmental impacts); sediment and erosion control; landscape maintenance and vegetation disposal; trash and pet waste management; and building exterior cleaning and maintenance.

- Implement an on-going training program for City staff whose construction, operations or maintenance job functions may impact stormwater quality. Records of training shall be kept and shall include dates, activities or course descriptions, and names and positions of staff in attendance.
- Continue to implement a Stormwater Pollution Prevention Plan (SWPPP) for all heavy equipment maintenance or storage yards, and material storage facilities owned or operated by the City (the Public Works Shop). SWPPPs shall be updated as needed. The SWPPP shall include components outlined in S5.C.7.f.i-v.
 - Keep records of inspections and maintenance or repair activities.
- No later than July 1, 2027, develop and implement a municipal street sweeping program to focus on priority areas and times during the year that would reasonably be expected to result in the maximum water quality benefits to receiving waters.
 - No later than March 31, 2028 submit with the Annual Report the following information about the priority areas.
 - Priority areas swept identified on a map (i.e. streets that are considered high traffic (estimated number of vehicles served/or arterials or collectors, and streets serving commercial or industrial land use). Sweeping date(s).
 - Sweeping frequency.
 - Type of sweeper.
 - Total curb miles of priority areas and curb miles swept.
 - Approximation of street waste solids removed for each sweeping event (indicate unit of measurement and wet or dry weight, where available).
- For Permittee-owned buildings built or renovated between 1950-1980, update policies, practices, or procedures to include Source Control BMPs to minimize PCBs from entering the MS4. Permittees shall not discharge washdown water to the MS4 if the building is confirmed or suspected to have PCB-containing materials.

- Update policies, practices, or procedures to include Source Control BMPs for building materials to prevent PCBs from entering the MS4 in preparation for and during demolition and renovations.

10.2 CURRENT ACTIVITIES

The City currently has activities and programs that meet Permit requirements. The current compliance activities associated with the above Permit requirements include:

- The City has a program for maintaining and inspecting catch basins with the most recent inspections and maintenance occurring in the summer of 2025.
- The City has completed a site assessment of City facilities, including the fire station, the police station, the public works facility, and the water reservoir and pump station.
- The City inspects City owned stormwater treatment facilities and has adapted inspections and inspection criteria as identified in the 2024 SWMMWW.
- The City has trained employees whose construction, operations or maintenance job functions may impact stormwater quality in the implementation of BMPs that will reduce or eliminate pollution from entering the MS4 from City facilities or operations.
- The City has established maintenance standards that are as protective as those specified in the 2024 SWMMWW.
- The City performs maintenance within required timeframes when an inspection identifies an exceedance of the maintenance standard. For each exceedance of the required timeframe, the City will document the circumstances and how they were beyond the City's control.
- The City annually inspects all municipally owned or operated permanent stormwater treatment and flow control facilities and maintains facilities according to the adopted maintenance standards. The City performs maintenance on City ponds and BMPs within required timeframes when an inspection identifies a maintenance standard has been exceeded. If the City does not perform maintenance within the required timeframe, the City will document the circumstances and how they were beyond their control and will submit documentation to DOE.
- After major storm events (classified as a 10-year storm), the City conducts spot checks of potentially damaged stormwater facilities.
- Private stormwater facilities can receive utility credits for documentation of maintenance and inspections.
- Private stormwater facilities are inspected annually by the City, or by owners of the facilities who must submit documentation for the City to

keep record of. Maintenance of private facilities is tracked along side City owned facilities in Excel.

- The City implements practices to reduce stormwater impacts associated with runoff from streets, parking lots, roads or highways owned or maintained by the City, and road maintenance activities conducted by the City by use of procedural BMP's.
- Procedures are in place to reduce pollutants in discharges from all lands owned or maintained by the City and subject to this Permit, including but not limited to: parks, open space, road right-of-way, maintenance yards, and stormwater treatment and flow control facilities. Procedures include:
 - Proper application of fertilizer, pesticides, and herbicides
 - Sediment and erosion control
 - Proper landscape maintenance and vegetation disposal
 - Proper trash management
 - Proper maintenance and cleaning of City buildings
- City employees, whose construction, operations, or maintenance job functions may impact stormwater quality, receive training on an as-needed basis and have access to documentation of policies/procedures/practices for O&M on City network.
- SWPPPs are in place for all heavy equipment maintenance or storage yards, and material storage facilities owned or operated by the City in areas subject to this Permit that are not required to have coverage under the Industrial Stormwater General Permit. The latest update to the SWPPP for the Public Works Maintenance Facility was completed in 2023.
- Tracking and documentation methods, along with procedures associated with inspection, maintenance, or repair activities, are being utilized by City staff.
- The washing of City vehicles and large equipment is performed at the City's equipment washing facility at the City's maintenance site. Staff using the facility are trained prior to use in accordance with standard operating procedures for the facility.
- The City has implemented Brightly Software to track the maintenance of stormwater facilities and other systems.
- The City is currently meeting the 2028 street sweeping and data collection criteria with its current sweeping procedures.

10.3 PLANNED ACTIVITIES

The City will continue with current activities to prevent pollution from municipal maintenance operations.

- The City sweeps arterial and collector streets at least four times per year with the goal of sweeping them monthly as budget provides.

- The City plans to continue to meet the 2028 street sweeping and data collection criteria with its current sweeping procedures.
- The City will inspect, at a minimum, 95% of all catch basins at least once every two years and clean as needed.
- The City will review and update the SWPPP for the Public Works Shop according to the requirements of the Permit.
- Operation and maintenance staff will receive relevant training as opportunities become available.

–Source Control for Existing Development

11.1 PERMIT REQUIREMENTS and Dates

Section S5.C.8 of the Western Washington Phase II Municipal Stormwater Permit requires the City to implement a program to prevent and reduce pollutants in runoff from areas that discharge to the City's MS4. The program shall include application of source control BMPs, inspections, and enforcement. Specific program components and dates are outlined below:

- Applicable operational source control BMPs shall be required for all pollutant generating sources. Structural source control BMPs, or treatment BMPs/facilities, or both, shall be required for pollutant generating sources if operational source control BMPs do not prevent illicit discharges or violations of surface water, groundwater, or sediment management standards because of inadequate stormwater controls. Implementation of source control requirements may be done through education and technical assistance programs, provided that formal enforcement authority is available to the Permittee and is used as determined necessary by the Permittee, in accordance with S5.C.8.d. Inspections of pollutant generating sources at publicly and privately owned institutional, commercial, and industrial sites to enforce implementation of required BMPs to control pollution discharging into the MS4.
- Application and enforcement of local ordinances at sites located within the City that meet the criteria of Appendix 8 of the Permit as well as home-based businesses and multi-family sites.
- Practices must also be implemented to reduce polluted runoff from the application of pesticides, herbicides, and fertilizers at these sites.
- Adopt or make effective an ordinance, or other enforceable documents, requiring the application of source control BMPs for pollutant generating sources associated with land uses within the City that meet the criteria of Appendix 8 of the Permit no later than August 1, 2027. This requirement is met by using the source control BMPs in the 2024 SWMMWW.
- Permittees shall implement a program that identifies publicly and privately owned institutional, commercial, and industrial sites which have the potential to generate pollutants no later than August 1, 2022. This includes sites within the City that meet the criteria of Appendix 8 of the Permit and other pollutant generating sources, such as home-based businesses and multi-family sites. This inventory shall be updated at least once every 5 years. The inventory shall include:
 - Businesses and/or sites identified based on the presence of activities that are pollutant generating (refer to Appendix 8);

and other pollutant generating sources, based on complaint response, such as: home-based businesses and multi-family sites.

- Implement an inspection program, performed by qualified personnel, for identified sites pursuant to S5.C.8.a.i.
- Identified sites shall be provided education about activities that may generate pollutants and the source control requirements applicable to those activities.
- Complete inspections for at least 20% of identified sites annually. Sites can be inspected more than once and follow-up compliance inspections in following years can count towards the 20% requirement. It is not a requirement to inspect 100% of identified sites over a five-year period.
- Complete inspections for 100% of sites identified through credible complaints received by the City.
- Attempted inspections where entry is denied by the property owner count towards the total.
- Implement a progressive enforcement policy that requires sites to comply with stormwater requirements no later than January 1, 2023. Compliance with regulations shall follow the following steps:
- If, after a reasonable amount of time, a site has failed to adequately implement required BMPs, the City shall take appropriate follow-up action(s), which may include phone calls, reminder letters, emails, or follow-up inspections.
- If, after a reasonable amount of time, a site has failed to adequately implement required BMPs following follow-up action(s), the City shall take enforcement action as allowed through the City Code or ordinances, or through the judicial system.
- The City shall maintain records, including documentation of each site visit, inspection reports, warning letters, notices of violation, and other enforcement records, demonstrating the City's efforts to bring sites into compliance. Records shall also be maintained for sites in which the City was denied entry for inspection.
- Non-emergency violations of local ordinances can be referred to DOE, provided that the City has made a documented effort of progressive enforcement.
- Staff responsible for implementing the source control program shall be trained to conduct these activities. Follow-up trainings shall be provided, as necessary. Training shall cover the legal authority for source control, source control BMPs and their proper application, inspection protocols, lessons learned, typical cases, and enforcement procedures. The City shall document and maintain records of the training provided and the staff trained.

11.2 CURRENT ACTIVITIES

The City currently inspects private properties with stormwater facilities that discharge directly to the City's MS4 and looks at BMPs that are currently in place in relation to the connection point. The has an inventory in its PermitTrax system showing the businesses that are within the City. With this information, City staff will be able to determine which sites would be subject to this program and the applicable BMPs for those sites.

Using Appendix 8, City staff update a list of businesses within city limits that are potential sources of pollutants to the MS4, last updated occurring 9/2025.

- Educational flyers mailed to all businesses in inventory
- Business Source Control inspections completed for 2025

11.3 PLANNED ACTIVITIES

The City will look at how current adopted rules and regulations measure up to the BMPs outlined in Volume IV of the 2024 SWMMWW and how those might apply to existing sites within the City. The City will first analyze which sites in the City meet the criteria in Appendix 8 of the Permit and will investigate which BMPs will apply to those specific sites, and which BMPs are currently in place at those sites.

- The City will continue to inspect sites in 2026 for IDDE/Source Control.
- City staff will continue to distribute educational flyers to potential pollutant generating businesses.
- Continue to update business inventory as new business licenses are issued with coordination from Community Development
- Complete Business Source Control inspections for year 2026

–STORMWATER MANAGEMENT FOR EXISTING DEVELOPMENT

12.1 PERMIT REQUIREMENTS and Dates

Section S5.C7 requires permittees to implement a Program to control or reduce stormwater discharges to waters of the State from areas of existing development. The Program shall aim to focus on strategic stormwater investments over longer planning timeframes.

- Permittees shall implement stormwater facility retrofits, or tailored SWMP actions that meet the criteria described in Appendix 12, using one or a combination of the following:
 - Strategic stormwater investments identified in Stormwater Management Action Plan(s) (SMAPs, S5.C.1.d.), or similar stormwater planning process; and/or
 - Opportunistic stormwater investments identified by leveraging projects outside of SMAP areas to improve stormwater management and infrastructure.
- With each Annual Report, each Permittee shall provide a list of planned, individual projects scheduled for funding or implementation during this Permit term for the purpose of meeting the assigned equivalent acreage in Appendix 12. This list shall include a minimum the information and use the formatting specified in Appendix 12.
- No later than March 31, 2028, Permittees shall fully fund, start construction, or completely implement project(s) that meet the assigned equivalent acreage and submit documentation with the Annual Report (due on March 31, 2028) as described in Appendix 12.
 - Projects that started construction on or after January 1, 2023, may be included towards achieving the acres required.
 - Permittees may contribute to meeting an overall regional goal to satisfy this permit requirement as described in S5.C.7.d.
 - Permittees that completely implement stormwater facility retrofit projects by the expiration date of this Permit that will exceed the area required for this Permit term may apply the excess as a credit to be used for the next Permit term (e.g. 2029-2034 Permit term), not to exceed 50% of the next Permit's requirement.

- Permittees shall report which projects may provide Tribal benefits and benefits to overburdened communities including specifically Vulnerable Populations and Highly Impacted Communities.
- Permittees may collaborate to meet a regional goal.
 - Each Permittee is required to manage at least 0.5 equivalent acres within their own jurisdiction but may receive acreage credit for contributing to meeting an overall regional goal outside their defined MS4 Permit coverage area. For Permittees assigned 0.5 acres, participation and in-kind services to regional collaboration projects may count as the contribution for this Permit term if there is regional agreement on the strategy.
 - Permittees may contribute to a regional goal, that is the sum of Phase II partners assigned acreage from Appendix 12. Projects may be implemented outside of Permit coverage areas to meet their individual requirement as part of a regional goal where benefits to receiving waters within the Permit coverage areas are identified and anticipated.
- Permittees shall report the amount of estimated or projected equivalent acres managed by stormwater facility retrofits for the next Permit term (e.g. 2029-2032). This report shall be submitted to Ecology no later than March 31, 2028.

12.2 CURRENT ACTIVITIES

- The City is looking at various ways to fulfill this requirement of the permit section, including but not limited to retrofits from the SMAP (Stormwater Management Action Plan) as well as a land acquisition for a regional storm pond.

12.3 PLANNED ACTIVITIES

- The City plans to further consult with Parametrix about how to fulfill the requirements in this permit section

Stormwater Management Program Plan

2026 Update

What is the Stormwater Management Program Plan?

- The Stormwater Management Program Plan (SWMP) is a document that details the actions that the City of Black Diamond has taken to maintain compliance with the City's Western Washington Phase II stormwater permit

The City is engaged in all 11 areas of permit activity including:

- Monitoring the MS4
- Reporting to the Department of Ecology (DOE)
- Stormwater Planning
- Public Education and Outreach
- Public Involvement and Participation
- MS4 Mapping and Documentation
- Illicit Discharge Detection and Elimination (IDDE)
- Controlling Runoff from New Development and Redevelopment
- Operations and Maintenance
- Source Control for Program for Existing Development
- Stormwater Management for Existing Development

1) Monitoring and Assessment of the MS4

- Section S5.A and S8 of the City's stormwater permit require the City to develop, monitor and report the City's SWMP
 - Within these guidelines the City is required to pay into collective water quality testing of regional small streams and marine shorelines
 - The City is required to track the number of inspections and follow-up actions
 - The City is required to track the estimated cost of development and implementation of the SWMP
 - The City is required to track enforcement actions and types of public education activities to include with the City's Annual Report to DOE

2) Reporting

- Section S9 of the City's stormwater permit requires the City to report on the following:
 - The City is required to submit an annual report to the Department of Ecology, due March 31st each year
 - Keep records related to the NPDES Phase II permit and SWMP for at least 5 years
 - Make records related to NPDES Phase II permit available to the public
 - Prepare written documentation of the SWMP and update at least annually for submittal with the City's annual Ecology report

3) Stormwater Planning

- Section S5.C.1 of the City's stormwater permit requires the City to implement a Stormwater Planning program to inform and assist in the development of policies and strategies as water quality management tools to protect aquatic resources
 - Requires the use of LID's (Low impact development) whenever possible, the City must require with new local development-related codes
 - By 2027 the City is required to complete a Stormwater Management Action Plan for one new priority catchment area, including facility retrofits needed for the area
 - By 2028 the City is required to adopt and implement tree canopy goals and policies to support stormwater management

4) Public Education and Outreach

- Section S5.C.2 of the City's stormwater permit requires the City to include an education and outreach program designed to build awareness about methods to address and reduce impacts from stormwater runoff
 - The City has sent out a survey to residents with utility bills to gauge the public's level of understanding of stormwater impacts and will develop a behavior change campaign based off the results of the survey. Toward the end of the permit cycle in 2029, the City will conduct an evaluation to determine how effective the campaign was
 - The City posts general awareness information on stormwater impacts on social media and also distributes literature at Miner's Day and Labor Days with an emphasis on yard care
 - The City distributes stormwater literature to businesses in town during inspections
 - The City has partnered with a local Boy Scout troop to apply storm drain placards to the City's catch basins

5) Public Involvement and Participation

- Section S5. C.3 of the City's stormwater permit requires the City to provide opportunities for public involvement and participation
 - The City is required to annually document specific public involvement and participation opportunities
 - To meet this requirement the City holds a public hearing annually at a City Council meeting to give opportunities for the public to voice their input on stormwater related issues
 - The City also has two open comment periods at every council meeting
 - The City also has a Stormwater page on the City website where citizens can reach out directly to Public Works

6) MS4 Mapping and Documentation

- Section S5.C.4 requires the City to continuously map and document new features added to our stormwater system
 - New mapping requirements of this permit section include mapping MS4 tributary basins to outfalls with 24-inch nominal diameter or larger outfalls
 - New mapping requirements by 2028 require the City to map stormwater facilities in relation to overburdened and underserved communities
 - The City has recently updated our GIS system and has trained select Public Works staff for the purpose of meeting this requirement

7) Illicit Discharge Detection and Elimination (IDDE)

- Section S5.C.5 of the City's stormwater permit requires the City to maintain an ongoing program designed to prevent, detect, trace and eliminate illicit connections and illicit discharges to the City's stormwater system
 - The City is required to have enforceable ordinances in place to help prevent IDDE
 - The City is required to respond immediately to reports of illicit discharges and spills, and also provide a hotline for the public to call and report suspected illicit discharges
 - The City is required to screen a minimum of 12% of outfalls and discharge points annually to identify potential pollution sources
 - The City trains Public Works staff annually on illicit discharge detection

8) Controlling Runoff from New Development, Redevelopment and Construction Sites

- Section S5.C.6 of the City's stormwater permit requires the City to implement and enforce a program to reduce pollutants from construction sites
 - The City was required to implement an ordinance by 2027 with additional stormwater requirements for developers. This ordinance was passed in 2022 and gives guidance on site planning requirements
 - The City is required to adopt the new DOE 2024 Stormwater Management Manual for Western Washington by June 30, 2027
 - The City is required to conduct stormwater inspections during pre-construction, active construction and final inspection to ensure stormwater Best Management Practices (BMP's) are operating and functional. The City must perform 80% of required inspections to achieve permit compliance. These inspections and records are currently documented in PermitTrax
 - The City has 9 trained Certified Erosion and Sediment Control Leads on staff and 2 Certified Stormwater Inspectors to meet these inspection requirements

9) Operations and Maintenance

- Section S5.C.9 of the City's stormwater permit requires the City to implement and document a program to regulate and conduct maintenance activities that prevent or reduce stormwater impacts
 - The City annually inspects and documents all municipally owned stormwater facilities for maintenance. This includes all storm ponds, catch basins and filter vaults
 - The City is required to inspect and document privately owned stormwater facilities annually, provide a report to the owner, and ensure maintenance is completed
 - The City is required, by 2027, to have implemented a street sweeping program to focus on priority areas and retain data on curb miles swept and waste weight. This data must start being included in the City's Annual Report to DOE in 2028
 - The City is required to perform site inspections of City owned facilities (PW Shop, police station, fire station, City Hall) to ensure stormwater requirements are being met

10) Source Control for Existing Development

- Section S5.C.8 requires the City to implement a program to inspect existing development for potential sources of pollutants, as well as offer stormwater outreach and guidance
 - The City must keep an inventory of pollutant generating businesses and perform inspections of businesses based on this list
 - 20% of the businesses on the list must be inspected annually and inspections documented
 - If the City receives a complaint from the public about a business, the City is required to inspect and maintain records
 - The City mails educational flyers annually to all businesses on the Pollutant Generating Business Inventory with general stormwater and pollution prevention practices, as well as a notice informing them of the City's inspection program

11) Stormwater Management for Existing Development

- Section S5.C7 requires permittees to implement a program to control or reduce stormwater discharges to waters of the State from areas of existing development. This program shall aim to focus on strategic stormwater investments over longer planning timeframes
 - With each Annual Report the City shall provide a list of planned, individual projects scheduled for funding or implementation during this permit term
 - No later than March 31, 2028 the City shall fully fund, start construction or complete projects that meet the DOE requirements
 - The City is currently looking at various ways to fulfill this requirement of the permit section, including but not limited to retrofits from the Stormwater Management Action plan that was conducted by Parametrix in 2022

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Public hearing regarding the proposed ordinance amending the 2024-2044 Comprehensive Plan to incorporate updated School District Capital Facilities Plans; providing for severability; and establishing an effective date.	Agenda Date: November 6, 2025 AB25-124	
	Mayor Carol Benson	
	City Administrator - Kevin O'Neill	
	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	
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note): N/A	Court – Judge Swain/Tawnya Parks	
Fund Source: N/A		
Timeline: to go into effect 01/01/2026		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Proposed Ordinance; School District CFPs for Auburn, Enumclaw, Kent, and Tahoma, Map		
SUMMARY STATEMENT: Per BDMC Chapter 3.70.040, on an annual basis, each school district serving the city shall submit a new or updated capital facilities plan as adopted by their school board, which includes the district's current and projected enrollment over the next six years, standard of service, overall capacity over the next six years, an inventory of the district's existing facilities, and an annual report showing the capital improvements that were financed in whole or in part by impact fees. Black Diamond currently collects school impact fees on behalf of multiple school districts (Enumclaw, Tahoma, Kent, Auburn), based on each district's adopted Capital Facilities Plan (CFP). During the annual review, the city council may determine if an adjustment to the amount of impact fees is necessary and make adjustments to reflect the latest cost projections and local share calculations contained in the CFPS, as determined by the school districts in accordance with the City's approved impact fee formula. However, before the City may update its impact fee schedule, the City Council must first approve a technical amendment to the Capital Facilities element of the City's Comprehensive Plan to specifically reference the most recent versions of the school districts' CFPs, as those CFPs establish the financial basis for determining the amount of impact fees that may be collected. Cities typically undertake these technical amendments to their Capital Facilities elements in the fall, in connection with the annual budget cycle, with the updated impact fees taking effect on January 1 of the next year. This is a public hearing only with adoption expected to occur at the November 20, 2025, City Council meeting.		

FISCAL NOTE (Finance Department): There is no financial impact from this technical amendment to the Comprehensive Plan. School impact fees collected by the city are passed through to the respective school districts.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **Public hearing only.**

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 6, 2025		

ORDINANCE NO. 25-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING THE CAPITAL FACILITIES AND UTILITIES ELEMENT OF THE CITY'S 2024-2044 COMPREHENSIVE PLAN TO INCORPORATE UPDATED SCHOOL DISTRICT CAPITAL FACILITIES PLANS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on October 16, 2025, the City Council adopted the 2024-2044 Comprehensive Plan ("Comprehensive Plan") in accordance with RCW 36.70A.130(1)(a), which requires jurisdictions to periodically review and update their comprehensive plans; and

WHEREAS, under the Growth Management Act (GMA), the City of Black Diamond is required to address all public facilities in its Comprehensive Plan, including public schools; and

WHEREAS, there are four school districts providing service within the City: Auburn, Enumclaw, Kent, and Tahoma School Districts. Each school district is responsible for developing its own Capital Facilities Plan (CFP) to project student enrollment rates, establish levels of service, inventory current facilities, identify future needs, and establish a budget for meeting those needs; and

WHEREAS, Chapter 8 of the City's Comprehensive Plan, *Capital Facilities and Utilities Element*, includes a section pertaining to the public school districts that serve the City, which includes a reference to each of the four school districts' CFPs as adopted; and

WHEREAS, the City of Black Diamond is currently experiencing significant growth in its residential population, with many new residential units in various stages of planning and development and many more expected in the foreseeable future; and

WHEREAS, the City Council views the provision of a modern, high-quality educational environment, including facilities with adequate capacity for school children, to be an essential objective in promoting the general public welfare and meeting the needs of the citizens of Black Diamond; and

WHEREAS, the four school districts that serve the City have all stressed the importance of collecting impact fees as an essential component of financing new and expanded capital facilities to meet the needs of their expanding student populations; and

WHEREAS, the City's authority to collect school impact fees requires that the Comprehensive Plan identify and incorporate the adopted capital facilities plans of the four school districts that serve the City and on whose behalf the impact fees are collected; and

WHEREAS, pursuant to BDMC 3.70.040, the four school districts have each provided the city with updated six-year CFPs adopted by their respective school boards in 2025 and have requested that the City adjust its school impact fees to reflect the districts' latest cost projections and local shares as calculated by the school districts using the City's approved school impact fee formula; and

WHEREAS, pursuant to BDMC 3.70.050, the city council is required, on at least an annual basis, to review the CFP information submitted by the school districts pursuant to BDMC 3.70.040 and to determine if an adjustment to the amount of the impact fees is necessary and, if so, adjust the amounts in the adopted impact fee schedule; and

WHEREAS, amending the Comprehensive Plan to incorporate the school districts' most recent CFPs will provide the city with necessary authorization to appropriately adjust its school impact fees to offset the impacts of new growth and development projected by the districts' CFPs, as allowed under state law; and

WHEREAS, adopting the school districts' most recent CFPs to enable the collection of the amounts of school mitigation and impact fees requested by each of the four school districts is fully consistent with, and would further the goals and policies of, the City's Comprehensive Plan, and specifically the Capital Facilities and Utilities chapter of the Comprehensive Plan; and

WHEREAS, on November 6, 2025, the City Council held a public hearing on this proposed amendment to incorporate the school districts' latest CFPs into the Capital Facilities and Utilities element of the City's Comprehensive Plan;

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

Section 1. Pursuant to RCW 36.70A.130(2)(a) and BDMC 16.10.130.C, Chapter 8 of the 2024-2044 City of Black Diamond Comprehensive Plan, relating to the Capital Facilities and Utilities Element, is hereby amended to incorporate by reference the most recently approved capital facilities plans of the four school districts that serve the City of Black Diamond. Copies of the four adopted capital facilities plans are attached hereto as Exhibits A, B, C, and D.

Section 2. Chapter 8 Capital Facilities and Utilities Element of the 2024-2044 City of Black Diamond Comprehensive Plan is amended as shown below, with new language shown in red underline, and deletions shown in strike-through text.

8.8 Public Schools

Black Diamond is within the Auburn, Enumclaw, Kent, and Tahoma School Districts.

The original Black Diamond School District was merged with the Enumclaw School District in 1975, to provide education and programs equivalent to the Enumclaw Schools. Most of the City now lies within the Enumclaw School District No. 216 and most of the expected new development will occur within that district. The exceptions are that a portion of the area surrounding Lake Sawyer is served by the Kent School District, the area immediately to the east of Lake Sawyer is part of the Tahoma School District, and a very small area along the Green Valley Road is within the Auburn School District.

Each school district is responsible for conducting its own capital facility planning. The City is committed to cooperating with the school districts to maintain a public school system that offers a high- quality educational environment, provides accessibility for all of its students, and ensures adequate school capacity to accommodate enrollment demand.

The City adopts and incorporates the following School District Capital Facility Plans into this Comprehensive Plan by reference:

- Auburn School District No. 408 Capital Facilities Plan ~~2024-2025~~ through ~~2030~~ 2031
- Enumclaw School District Capital Facilities Plan ~~2024-2029~~ 2025-2030
- Kent School District Six-Year Capital Facilities Plan ~~2023-24~~ 2024-2025 through ~~2029-2030~~ 2030-2031
- Tahoma School District No. 409 Capital Facilities Plan ~~2024-2029~~ 2025 to 2030

Public schools contribute significantly to the community, and it is important to residents for their children to attend schools within or near where they live.

Section 3. Pursuant to BDMC 16.10.130.C, the City Council finds that this amendment to the Comprehensive Plan constitutes action for the reasons described in the foregoing recitals, which are adopted as findings of fact and incorporated herein by reference.

Section 4. If any portion of this Ordinance, or its application to any person or circumstance, is determined by final order of a court of competent jurisdiction to be invalid, pre-empted, or otherwise unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining provisions hereof or its application to other persons or circumstances.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND AT A
REGULAR MEETING THEREOF ON THE 20th DAY OF NOVEMBER 2025.**

Mayor Carol Benson

ATTEST:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

David Linehan, City Attorney

Filed with the City Clerk:

11/XX/25

Date of Publication:

11/XX/25

Effective Date:

11/XX/25

EXHIBIT A



June 13, 2025

(Sent Via Email)

Mayor Carol Benson
City of Black Diamond
25510 Lawson St.
Black Diamond, WA 98010
cbenson@blackdiamondwa.gov

Re: 2025 Impact Fees for Residential Dwelling Units
Auburn School District Capital Facilities Plan for 2025 to 2031

Dear Mayor Benson,

The Auburn School District Board of Directors has adopted the school district's 2025-2031 Capital Facilities Plan. A copy is attached. This six-year plan was prepared in compliance with the requirements of Washington's Growth Management Act and includes the calculation of Impact Fees on residential dwelling units. These fees are being used by the school district to help fund the cost of new school facilities.

This year's Impact Fees are \$8,003.00 for single-family dwellings and \$8,966.00 for multi-family dwellings.

Auburn School District respectfully requests the City of Black Diamond adopt the Plan and associated impact fees and include the Plan as an element in the City's Comprehensive Plan.

Please contact me if you have questions or require additional information.

Sincerely,

Jeffrey L. Grose
Executive Director, Capital Projects

Attachment: Auburn School District 2025-2031 Capital Facilities Plan

Cc: C. Blansfield – Auburn School District
N. Williams – Auburn School District
B. Martinez – City of Black Diamond (bmartinez@blackdiamondwa.gov)



Auburn School District No. 408

Capital Facilities Plan 2025 through 2031



Terminal Park Elementary School – 2023

Adopted by the Auburn School District Board of Directors on June 9, 2025



915 Fourth Street SE
Auburn, Washington 98002

(253) 931-4900

Board of Directors

Laura Theimer - President
Tracy Arnold
Valerie Gonzales
Arlista Holman
Sheilia McLaughlin

Dr. Alan Spicciati, Superintendent

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SECTION 1 – EXECUTIVE SUMMARY

Auburn School District (District) prepared this six-year Capital Facilities Plan (Plan) in compliance with the requirements of Washington's Growth Management Act and the ordinances adopted by the counties and cities served by the District. The District reviews and amends the Plan annually. All changes are made pursuant to the Growth Management Act and the local ordinances.

The Plan was prepared using data available in the spring of 2025 unless otherwise noted.

The Plan is consistent with prior long-term capital facilities plans adopted by the District. This Plan is not intended to be the sole plan for all the District's needs. The District may prepare interim and periodic long-range Capital Facilities Plans.

The Plan will be submitted to jurisdictions located within the District's service area along with a request to include the plan as an element in the jurisdictions' Comprehensive Plans. King County, and the Cities of Algona, Auburn, Black Diamond, Kent, and Pacific must adopt this Plan to enable the District to collect impact fees within their jurisdiction. In the past, the Cities of Algona and Pacific did not adopt a school impact fee ordinance or the District's Capital Facilities Plans.

King County Code 21A allows school districts to assess impact fees on every dwelling unit in the District for which a fee schedule has been established. This Plan provides the data and calculations required by King County and the Cities to establish the District's school impact fees for 2025.

The District's 2025 impact fee for Single-Family Residences is \$8,003. The 2025 impact fee for Multi-Family Residences is \$8,966. This multi-family impact fee includes a discretionary adjustment to the fee generated from the King County formula. The adjustment by the District reduces the fee to match the multi-family fee collected by the District in 2024. This reduction was made to establish a more stable impact fee for students generated from multi-family developments.

The Plan establishes the District's Standard of Service to determine the District's current and future capacity. While the State Superintendent of Public Instruction establishes square footage guidelines for school capacity, those guidelines do not account for the local program needs of the District. The Growth Management Act and the school impact fee ordinance authorize the District to define its standard of service based on the District's specific needs.

The District's Standard of Service is based upon the District's current student-teacher ratio and service models tailored for specific program needs. The Standard of Service and

District's school inventory has been used to calculate the capacity of schools in the District. The District's permanent capacity for the 2025-26 school year is 14,550 students. The number of students enrolled in the District as of March 1, 2025, is 17,766 students.

The following table summarizes changes that are incorporated in the District's 2025-2031 Capital Facilities Plan:

Table 1: 2025 Capital Facilities Plan Changes

ITEM	2024 CFP	2025 CFP	SOURCE
Debt Service Tax Rate	1.93178	1.78915	Per King County
District Average Assessed Value - SFR	\$530,816	\$602,881	Per King County
District Average Assessed Value - MFR	\$232,969	\$228,511	Per King County
District Student Capacity - Permanent	14,595	14,550	Updated calculation
District Student Capacity - Permanent + Portables	17,541	17,496	Updated calculation
District Impact Fee - SFR	\$4,584	\$8,003	Updated calculation
District Impact Fee - MFR	\$8,966	\$8,966	Updated calculation with discretionary adjustment
Facility Cost - Middle School	\$143,300,000	\$182,000,000	Construction cost refinement and escalation
Facility Cost - Portable Classroom	\$388,165	\$250,000	Based on current portable classroom cost
Genl. Obligation Bonds Interest Rate	3.48%	4.15%	Per Bond Buyer Index
OSPI Match % - District	33.14%	33.22%	Per OSPI
OSPI Match % - State	66.86%	66.78%	Per OSPI
Site Cost per Acre	\$508,512	\$533,937	District Data
Student Generation Rate - Elementary - SFR	0.269	0.331	Updated housing inventory
Student Generation Rate - Middle School - SFR	0.107	0.118	Updated housing inventory
Student Generation Rate - High School - SFR	0.117	0.161	Updated housing inventory
Student Generation Rate - Elementary - MFR	0.482	0.431	Updated housing inventory
Student Generation Rate - Middle School - MFR	0.131	0.154	Updated housing inventory
Student Generation Rate - High School - MFR	0.146	0.152	Updated housing inventory

SECTION 2 – FACILITY INVENTORY

Auburn School District encompasses 62 square miles in King and Pierce Counties and serves the cities of Auburn, Algona, Pacific, as well as a portion of Unincorporated King County. The District owns 661 acres of property, operates 30 facilities, and utilizes 112 portable classrooms. The 30 facilities include 16 elementary schools, four middle schools, four high schools, and six support facilities. 108 portable classrooms are located at schools to accommodate growth and four are located at the District's Administration Building and used for conferences, training, and office space.

The following map shows the District's boundaries, school locations, major roads, and the Urban Growth Boundary.

Figure 1 – School District Map



The following table identifies the District's school facilities and facility data.

Table 2: School Facility Inventory

FACILITY	ADDRESS	YEAR BUILT	MAJOR MOD.	SITE SIZE (ACRES)	GROSS SF	OSPI SF
ELEMENTARY SCHOOLS						
Alpac	310 Milwaukee Blvd N, Pacific	1972	1987	10.68	48,042	46,592
Arthur Jacobsen	29205 132nd Ave SE, Auburn	2007	NA	10.02	56,620	56,283
Bowman Creek	5701 Kersey Way SE, Auburn	2020	NA	21.85	75,862	74,413
Chinook	3502 Auburn Way S, Auburn	2022	NA	13.07	75,896	74,496
Dick Scobee	1031 14th St NE, Auburn	2020	NA	8.90	76,371	74,961
Evergreen Heights	5602 S 316th St, Auburn	1970	2014 / 2017	10.10	44,231	41,923
Gildo Rey	1005 37th St SE, Auburn	1969	1988 / 2012	10.05	49,123	47,697
Hazelwood	11815 SE 304th St, Auburn	1990	NA	13.08	54,906	53,482
Ilalko	301 Oravetz Place SE, Auburn	1992	NA	14.22	54,734	53,310
Lake View	16401 SE 318th St, Auburn	1980	NA	16.48	54,054	52,252
Lakeland Hills	1020 Evergreen Way SE, Auburn	2006	NA	12.00	54,876	53,454
Lea Hill	30908 124th Ave SE, Auburn	2022	NA	20.24	75,896	74,384
Pioneer	2301 M St SE, Auburn	2021	NA	11.13	76,758	75,358
Terminal Park	1101 D St SE, Auburn	2023	NA	6.09	77,443	75,793
Washington	20 E St NE, Auburn	1972	1988	5.33	46,378	46,377
Willow Crest	13002 SE 304th St, Auburn	2021	NA	10.43	75,849	74,405
TOTAL				193.67	997,039	975,180
MIDDLE SCHOOLS						
Cascade	1015 24th St NE, Auburn	1967	1998	16.94	89,320	89,320
Mt Baker	620 37th St SE, Auburn	1994	NA	28.98	90,365	90,365
Olympic	839 21st St SE, Auburn	2019	NA	17.40	107,625	107,625
Rainier	30620 116th Ave SE, Auburn	1991	NA	25.54	91,321	91,321
TOTAL				88.86	378,631	378,631
HIGH SCHOOLS						
Auburn High - Main Building	711 E Main St, Auburn	2015	NA	20.50	277,229	276,229
Auburn High - TAP Building	501 3rd St NE, Auburn	2009	NA	0.24	2,662	2,662
Auburn Mountainview	28900 124th Ave SE, Auburn	2005	NA	39.42	187,542	187,539
Auburn Riverside	501 Oravetz Rd, Auburn	1995	NA	35.32	180,248	180,248
West Auburn	401 W Main St, Auburn	1990	NA	5.26	30,295	30,295
TOTAL				100.74	677,976	676,973
GRAND TOTAL				383.27	2,053,646	2,030,784

The following table identifies the District's support facilities and facility data.

Table 3: Support Facility Inventory

FACILITY	ADDRESS	YEAR BUILT	MAJOR MOD.	SITE SIZE (ACRES)	GROSS SF	OSPI SF
SUPPORT FACILITIES						
Administration Building	915 4th St NE, Auburn	1968	1987 / 2017	3.50	24,046	NA
Administration Annex	502 4th St NE, Auburn	1935	1989	0.34	6,557	NA
Auburn Memorial Stadium	405 4th St NE, Auburn	1978	1980 / 1997	6.60	17,055	NA
Auburn Pool	516 4th St NE, Auburn	1971	2011	0.74	14,390	NA
Support Services	1302 4th St SW, Auburn	1996	NA	5.50	41,184	NA
Transportation Center	615 15th St SW, Auburn	1997	NA	5.90	19,500	NA
TOTALS				22.58	122,732	

The following table identifies the District's portable classrooms that are located at schools.

Table 4: School Portable Classroom Inventory

FACILITY	SINGLE PORTABLE CLASSROOMS	DOUBLE PORTABLE CLASSROOMS	TOTAL PORTABLE CLASSROOMS
ELEMENTARY SCHOOLS			
Alpac	6	0	6
Arthur Jacobsen	0	0	0
Bowman Creek	0	0	0
Chinook	0	0	0
Dick Scobee	0	0	0
Evergreen Heights	4	0	4
Gildo Rey	1	0	1
Hazelwood	2	0	2
Ilalko	0	0	0
Lake View	0	0	0
Lakeland Hills	1	1	3
Lea Hill	0	0	0
Pioneer	0	0	0
Terminal Park	0	0	0
Washington	10	0	10
Willow Crest	0	0	0
TOTAL	24	1	26
MIDDLE SCHOOLS			
Cascade	8	0	8
Mt. Baker	8	3	14
Olympic	8	0	8
Rainier	9	1	11
TOTAL	33	4	41
HIGH SCHOOLS			
Auburn High - Main Building	10	0	10
Auburn High - TAP Building	0	0	0
Auburn Mountainview	10	1	12
Auburn Riverside	6	6	18
West Auburn	1	0	1
TOTAL	27	7	41
GRAND TOTAL	84	12	108

The following table identifies the District's inventory of undeveloped property.

Table 5: Undeveloped Property Inventory

SITE NO.	LOCATION	YEAR ACQUIRED	SITE SIZE (ACRES)	BUILDING DEPT. JURISDICTION	URBAN GROWTH BOUNDARY
23A	SE 318th St., Auburn	1948	62.44	King County	Outside
25A	SE Lake Holm Road / 190th Ave. SE, Auburn	1990	23.86	King County	Outside
25B	SE Lake Holm Road / 188th Ave. SE, Auburn	2008	5.00	King County	Outside
33	SE Lake Holm Road /129th Way SE, Auburn	2005	40.00	King County	Outside
34/39	I St. NE/40th St. NE, Auburn	2002 / 2022	72.28	City of Auburn	Within
35	Sumner Tapps Hwy. E./ 62nd St. SE, Auburn	2009	53.00	City of Auburn	Within
TOTAL			256.58		

SECTION 3 – ENROLLMENT PROJECTIONS

The District has contracted with MGT Consulting Group (MGT) to provide a comprehensive and detailed demographic analysis of the school district. This includes updating District mapping files, analyzing the District using geocoded student data files, developing and researching pertinent demographic data, identifying current and future residential development plans, and preparing a ten-year student population forecast. The data collected and used in the ten-year forecast includes:

- an analysis of birth rates and their effect on incoming kindergarten classes,
- the effects of student mobility including cohort survival rates,
- student yield rates based upon historic housing data and trends, and
- a detailed review of future residential development within the district.

The methodology utilized by MGT is more extensive than traditional cohort survival projections and has proven to be reasonable and effective in predicting the student population in the District.

Historical Enrollment

The following table shows the District's October 1 historical enrollment over the past 20-years. The data reveals an average overall growth of 1.15% during the past 10 years. This includes a 4.42% decrease in 2020 enrollment due to the COVID pandemic.

Table 6: Historical Enrollment

GRADE	05-06	06-07	07-08	08-09	09-10	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24	24-25
KDG	955	940	995	998	1,032	1,010	1,029	1,098	1,170	1,232	1,198	1,237	1,261	1,271	1,291	1,038	1,227	1,214	1,205	1,225
1	963	1,012	995	1,014	1,033	1,066	1,068	1,089	1,188	1,219	1,279	1,210	1,276	1,290	1,314	1,236	1,135	1,304	1,305	1,232
2	963	1,001	1,019	1,024	998	1,016	1,097	1,083	1,124	1,196	1,289	1,300	1,251	1,311	1,295	1,243	1,249	1,241	1,320	1,338
3	1,002	1,031	997	1,048	993	1,013	996	1,111	1,125	1,136	1,232	1,317	1,328	1,275	1,320	1,243	1,264	1,324	1,265	1,338
4	939	1,049	1,057	1,045	1,073	1,024	1,022	1,038	1,123	1,156	1,170	1,237	1,328	1,378	1,316	1,257	1,255	1,322	1,356	1,314
S	1,065	998	1,077	1,070	1,030	1,079	1,017	1,070	1,075	1,122	1,172	1,199	1,269	1,345	1,361	1,294	1,251	1,296	1,349	1,345
6	1,004	1,061	1,008	1,096	1,040	1,041	1,063	1,041	1,076	1,059	1,116	1,152	1,207	1,275	1,337	1,306	1,233	1,227	1,276	1,314
7	1,028	1,014	1,057	1,034	1,125	1,060	1,032	1,036	1,072	1,091	1,099	1,132	1,194	1,232	1,295	1,319	1,304	1,267	1,230	1,259
8	1,137	1,069	1,033	1,076	1,031	1,112	1,046	1,018	1,116	1,088	1,136	1,108	1,183	1,213	1,236	1,264	1,312	1,315	1,277	1,241
9	1,379	1,372	1,337	1,257	1,245	1,221	1,273	1,200	1,159	1,275	1,229	1,261	1,257	1,372	1,399	1,351	1,386	1,455	1,453	1,367
10	1,383	1,400	1,367	1,341	1,277	1,238	1,168	1,278	1,229	1,169	1,316	1,248	1,300	1,313	1,410	1,376	1,188	1,416	1,507	1,501
11	1,153	1,294	1,305	1,304	1,269	1,212	1,177	1,116	1,187	1,169	1,111	1,248	1,188	1,198	1,218	1,174	1,299	1,300	1,309	1,409
12	989	1,068	1,176	1,259	1,319	1,251	1,220	1,231	1,186	1,218	1,175	1,104	1,266	1,126	1,113	1,039	1,248	1,251	1,252	1,280
TOTALS	13,960	14,309	14,423	14,566	14,465	14,343	14,208	14,459	14,830	15,130	15,522	15,753	16,308	16,599	16,905	16,190	16,601	17,059	17,239	17,312
Student Gain/Loss		349	114	143	-101	-122	-135	251	371	300	392	231	555	291	306	-715	411	458	180	73
Percent Gain/Loss			0.79%	0.98%	-0.70%	-0.85%	-0.95%	1.74%	2.50%	1.98%	2.53%	1.47%	3.40%	1.75%	1.81%	-4.42%	2.48%	2.68%	1.04%	0.42%

Projected Enrollment

Based upon a district-wide analysis:

- The student population is expected to grow around 6.1% in the next six years then stabilize during the following four years, with a ten-year growth of 6.9%.
- The elementary school grade group represents the largest portion of students and shows consistent growth and stability, with 5.7% growth in the next six years, peaking in school year 2031, then declining slightly at the end of the ten-year forecast.
- The middle school grades experience steady growth but have slightly more variability year-to-year. This population is expected to grow by 9.3% in the six-year forecast as larger grade cohorts enter middle school, then slow during the following four years.
- High school grades 9-12 show a steady rise beginning in school year 2028 due to smaller cohorts graduating out of the system and being backfilled by large 9th grade cohorts. This grade group is expected to increase by 7.3% in the six-year forecast and 9.9% in the ten-year forecast.

The following table identifies October 1 student enrollment projections for the next six years.

Table 7: Student Enrollment Projections

GRADE	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
IN-DISTRICT STUDENTS						
Pre-K	145	145	145	145	145	145
K	1,186	1,234	1,221	1,211	1,232	1,233
1	1,197	1,206	1,266	1,262	1,241	1,253
2	1,212	1,217	1,237	1,307	1,294	1,262
3	1,324	1,241	1,256	1,287	1,350	1,326
4	1,329	1,362	1,286	1,314	1,336	1,390
5	1,287	1,348	1,395	1,328	1,346	1,357
6	1,301	1,278	1,349	1,403	1,329	1,341
7	1,305	1,309	1,291	1,371	1,416	1,333
8	1,261	1,323	1,338	1,327	1,402	1,443
9	1,253	1,286	1,356	1,377	1,360	1,428
10	1,293	1,286	1,326	1,402	1,418	1,394
11	1,298	1,224	1,223	1,269	1,331	1,340
12	1,239	1,254	1,190	1,198	1,234	1,288
Subtotal	16,629	16,711	16,877	17,199	17,432	17,532
OUT-OF-DISTRICT STUDENTS						
K-5	261	264	266	267	270	271
6-8	48	49	50	51	52	51
9-12	479	476	480	495	504	514
Subtotal	789	789	796	813	826	836
TOTAL STUDENTS						
PreK-5	7,940	8,016	8,070	8,120	8,213	8,237
6-8	3,915	3,958	4,028	4,153	4,199	4,169
9-12	5,563	5,525	5,574	5,740	5,846	5,963
TOTAL	17,418	17,500	17,672	18,012	18,258	18,369

SECTION 4 – STUDENT GENERATION RATES

King County Code 21A establishes a formula to determine school impact fees. Developers of residential properties must pay a school district the impact fee to help compensate the District for the impact of new housing units on school facilities. This King County code was substantially adopted by the Cities of Auburn, Black Diamond, and Kent.

This formula requires the District to establish a “Student Generation Rate.” This rate is the average number of students generated by a residential housing unit and is used to estimate the number of students that will be added to the District by each new housing unit.

Two sets of data are used to calculate Student Generation Rates - current student enrollment and students generated from recently constructed housing units. This information links each student with a housing unit. Two general housing categories are analyzed - single-family and multi-family.

The District also uses the Student Generation Rates to estimate student enrollment in the future. Development data is collected to determine the number of new residential units that may be built in the future. The Student Generation Rates are applied to estimate the number of new students that the planned residential developments may yield.

Planned residential development data has been provided by MGT with additional data obtained by the District from city agencies, counties, and major developers within the District boundaries. Student population by residence includes all approved and tentative tract maps in addition to any planned or proposed development that may occur within the project timeframe. The planned residential development information is a current snapshot of the District. The information may change and is updated annually.

The following table provides information about recent single-family residential developments in the District and associated Student Generation Rates.

Table 8: Single-Family Residential Development Summary

SINGLE-FAMILY DEVELOPMENTS	FULL OCCUPANCY DATE	UNITS	OCCUPIED UNITS	TO BE OCCUPIED	2024 STUDENTS				STUDENT GENERATION RATES			
					K-5	6-8	9-12	Total	K-5	6-8	9-12	Total
Bridges	2021	380	380	0	128	44	58	230	0.337	0.116	0.153	0.605
Forest Glen	2021	30	30	0	17	8	11	36	0.567	0.267	0.367	1.200
Greenvale	2023	17	17	0	2	0	1	0	0.118	0.000	0.059	0.176
Greenview Estates	2023	17	17	0	2	2	4	8	0.118	0.118	0.235	0.471
Hastings	2020	10	10	0	5	1	1	7	0.500	0.100	0.100	0.700
Lozier Ranch	Pending	18	7	11	0	2	0	2	0.000	0.286	0.000	0.286
Palisades - Omni Homes	Pending	16	15	1	5	1	4	10	0.333	0.067	0.267	0.667
River Rock	Pending	14	7	7	2	0	0	2	0.286	0.000	0.000	0.286
Vasily	2021	8	8	0	2	0	0	2	0.250	0.000	0.000	0.250
Willow Place	2021	11	11	0	3	1	2	6	0.273	0.091	0.182	0.545
TOTALS		521	502	19	166	59	81	306	0.331	0.118	0.161	0.610

The following table provides information about recent multi-family residential developments in the District and associated Student Generation Rates.

Table 9: Multi-Family Residential Development Summary

MULTI-FAMILY DEVELOPMENTS	FULL OCCUPANCY DATE	UNITS	OCCUPIED UNITS	TO BE OCCUPIED	2024 STUDENTS				STUDENT GENERATION RATES			
					K-5	6-8	9-12	Total	K-5	6-8	9-12	Total
Copper Gate Apts.	2021	500	500	0	351	124	122	597	0.702	0.248	0.244	1.194
Divine Court Apts.	2024	98	98	0	1	0	0	0	0.010	0.000	0.000	0.010
The Verge Auburn	2022	226	226	0	3	3	3	9	0.013	0.013	0.013	0.040
TOTALS		726	726	0	350	95	106	551	0.431	0.154	0.152	0.737

SECTION 5 – STANDARD OF SERVICE

The School Impact Fee Ordinances adopted by King County and the Cities of Auburn, Black Diamond, and Kent require the District to establish a “Standard of Service” to be eligible to impose school impact fees. The Standard of Service must identify the school program year, class size by grade span, the types of facilities needed to serve its student population, and other rates identified by the District including the requirements of students with special needs.

CURRENT ENROLLMENT

The District operates 16 elementary schools with pre-school to grade 5, four middle schools with grades 6 to 8, three comprehensive and one alternate education high school with grades 9 to 12. Student enrollments at these schools as of March 2025 are:

- Elementary Schools: 8,524 students
- Middle Schools: 3,778 students
- High Schools: 5,464 students
- Total Enrollment: 17,766 students

CLASS SIZE

Standard class sizes in the District are subject to state regulations, collective bargaining agreements, and student needs. Class sizes also vary based upon grade level and classroom type.

The District’s blended class size standards are as follows:

- Elementary Schools: 20.29 students per classroom
- Middle Schools: 28.02 students per classroom
- High Schools: 28.74 students per classroom
- Self-Contained Special Education: 12.00 students per classroom

PERMANENT CLASSROOMS

Permanent classrooms are located at schools owned and operated by the District. The school district does not lease classroom space. The number of permanent classrooms at the District’s 24 schools are:

- Elementary Schools: 507 classrooms
- Middle Schools: 151 classrooms

- High Schools: 221 classrooms
- Total: 879 classrooms

PORTABLE CLASSROOMS

Portable classrooms in the District are modular structures that can be relocated. The District uses portable classrooms when permanent facilities do not have adequate space to accommodate its students and staff. Portable classrooms are also used at the school district's Administration Building for training, conference, and office space. The number of portable classrooms in use and their locations are:

- Elementary Schools: 26 portables
- Middle Schools: 41 portables
- High Schools: 41 portables
- Support Facilities: 4 portables
- Total: 112 portables

TYPES OF CLASSROOMS

The types of classrooms in the District vary based upon grade level, instructional program, and student needs. Classroom types in the District are:

- General Classrooms: Spaces used for general instruction and do not have specialized features or equipment. These classrooms are present in elementary, middle, and high schools.
- Special Education Self-Contained Classrooms: Spaces used for self-contained instruction for students with special needs. These classrooms are present in elementary, middle, and high schools.
- Specialty Classrooms: Instructional spaces that have unique features or equipment. These classrooms are present in middle and high schools and consist of teaching stations for art, automotive technology, band, business education, career center, choral, construction manufacturing, computer science, culinary arts, drafting, drama, fitness and conditioning, horticulture, kitchen science, marketing, metals, orchestra, physical education, robotics, science, sports medicine, theater arts, and visual communications.
- Pull-Out Classrooms: Spaces where students receive specialized instruction for a portion of the school day and are comprised of elementary gymnasiums and music, and elementary, middle, and high school multi-lingual, resource, and Title/LAP classrooms. Pull-out classrooms do not contribute to a school's capacity because students visit these classrooms during the school day while excused from their general classrooms.

The standard number of students in a classroom varies based upon grade level and classroom type. Standard class sizes in the District are:

- Elementary General Classroom Pre-Kindergarten: 20 students per classroom.
- Elementary General Classrooms Kindergarten through Grade 3: 17 students per classroom.
- Elementary General Classrooms Grades 4 and 5: 27 students per classroom.
- Middle School General and Specialty Classrooms Grade 6: 27 students per classroom.
- Middle School General and Specialty Classrooms Grades 7 and 8: 28.53 students per classroom.
- High School General and Specialty Classrooms Grades 9 through 12: 28.74 students per classroom.
- Special Education Self-Contained Classrooms Pre-Kindergarten – Grade 12: 12 students per classroom.
- Pull-Out Classrooms Pre-Kindergarten through Grade 12: Class size varies depending on the grade level and type of instruction being provided.

CLASSROOM UTILIZATION

As noted above, the District has established standard student class sizes based upon grade level and classroom use. While the District works diligently to assign students to achieve full classroom capacity, it is not possible to always do so. Consequently, the District applies classroom utilization rates to address inefficiencies in assigning classes. The utilization rates are:

- Elementary Schools: 100% utilization based on the ability to fully assign classes at classroom size standards.
- Middle and High Schools: 76.67% utilization based upon 92% utilization due to elective class sizes x 83% utilization due to classrooms used for planning periods.

SCHOOL CAPACITY

School capacity is determined by the number of teaching stations present at each school, type of teaching station, class size, teaching station capacity, and classroom utilization rate.

The following table identifies the capacity of each school in the District including permanent classrooms and portable classrooms.

Table 10 – School Capacities

SCHOOL NAME	GEN. CLRMS.	PRE-K CLRMS.	SPEC. ED. SELF-CONTAINED CLRMS.	PULL-OUT CLRMS.	SPECIALTY CLRMS.	TOTL CLRMS.	GEN. & SPECIALTY CLRM. CAPACITY	SPEC. ED. SELF-CONTAINED CLRM. CAPACITY	CLRM. UTILIZATION RATE	SCHOOL CAPACITY PERMANENT	SCHOOL CAPACITY PERMANENT + PORTABLES
ELEMENTARY SCHOOLS											
Alpac	18	2	0	6	0	26	20.29	12.00	100.00%	406	556
Arthur Jacobsen	21	1	1	5	0	28	20.29	12.00	100.00%	458	458
Bowman Creek	32	1	1	5	0	39	20.29	12.00	100.00%	682	682
Chinook	26	4	2	7	0	39	20.29	12.00	100.00%	633	633
Dick Scobee	25	4	2	8	0	39	20.29	12.00	100.00%	612	612
Evergreen Heights	16	1	1	4	0	22	20.29	12.00	100.00%	357	457
Gildo Rey	17	3	1	4	0	25	20.29	12.00	100.00%	418	443
Hazelwood	21	1	1	5	0	28	20.29	12.00	100.00%	458	508
Ilalko	20	1	2	5	0	28	20.29	12.00	100.00%	450	450
Lake View	18	1	1	5	0	25	20.29	12.00	100.00%	398	398
Lakeland Hills	21	1	1	5	0	28	20.29	12.00	100.00%	458	533
Lea Hill	27	3	3	6	0	39	20.29	12.00	100.00%	645	645
Pioneer	26	4	2	7	0	39	20.29	12.00	100.00%	633	633
Terminal Park	28	4	1	6	0	39	20.29	12.00	100.00%	661	661
Washington	12	3	2	7	0	24	20.29	12.00	100.00%	328	578
Willow Crest	29	3	1	6	0	39	20.29	12.00	100.00%	661	661
TOTALS	357	37	22	91	0	507				8,258	8,908
MIDDLE SCHOOLS											
Cascade	14	0	1	8	17	40	28.02	12.00	76.67%	675	899
Mt Baker	13	0	1	7	15	36	28.02	12.00	76.67%	611	1,003
Olympic	12	0	2	9	17	40	28.02	12.00	76.67%	641	865
Rainier	9	0	3	8	15	35	28.02	12.00	76.67%	543	851
TOTALS	48	0	7	32	64	151				2,470	3,618
HIGH SCHOOLS											
Auburn High	23	0	3	15	40	81	28.74	12.00	76.67%	1,416	1,696
Auburn High - TAP	1	0	2	0	0	3	28.74	12.00	76.67%	40	40
Auburn Mountainview	17	0	4	11	30	62	28.74	12.00	76.67%	1,072	1,408
Auburn Riverside	23	0	0	10	29	62	28.74	12.00	76.67%	1,146	1,650
West Auburn	4	0	4	4	1	13	28.74	12.00	76.67%	147	175
TOTALS	68	0	13	40	100	221				3,821	4,969
GRAND TOTALS	473	37	42	163	164	879				14,550	17,496

SECTION 6 - CAPACITY AND FACILITY PLANNING

Since 1975, the District has regularly performed in-depth reviews of its existing facilities and long-term facility needs. The process includes the formation of community-wide citizens' committees to review facility needs and make recommendations for improvements, modernizations, and new facilities.

In 2015, a citizens' committee recommended the District build two new elementary schools, replace one middle and five elementary schools, and acquire property for three

elementary schools. In November 2016, the voters approved a bond proposition to build and replace these schools. The last project in this building program was completed in October 2024.

In 2023, the District completed a 10-year Facilities Master Plan. This plan identified the following facility needs:

- Complete improvements to 22 facilities to address aging equipment, air conditioning, energy conservation, major maintenance, and safety and security improvements within six years.
- Replace Alpac Elementary School within six years.
- Replace Cascade Middle School within six years.
- Build a new middle school within six years.
- Replace Evergreen Heights and Gildo Rey Elementary Schools within seven to 13 years.
- Replace the Administration Building and Administration Annex within seven to 13 years.
- Build a new high school in nine years if current enrollment projections remain accurate.
- Acquire new portable classrooms and relocate existing portable classrooms where needed to accommodate localized enrollment growth at individual schools.

A citizens' committee was convened in the fall of 2023 and recommended construction of a new middle school to increase capacity, replace an aging elementary and middle school, and provide improvements at 22 existing schools and support facilities. Based upon these recommendations, the District Board of Directors placed a bond proposition on the November 2024 ballot for these projects. This proposition received a 55.05% approval, missing the required 60% approval rate.

Here is a record of construction bonds submitted to the voters during the past 10 years. This includes the funding measures identified above. The school district has not submitted a capital levy to the voters for construction purposes during the past 10 years.

Table 11 – Construction Bond and Capital Levy – 10 Year History

FUNDING MEASURE	PROJECTS	FUNDING AMOUNT	ELECTION DATE	ELECTION RESULT
Construction Bond	New Middle School #5, Cascade MS Replacement, Alpac Elem. Replacement, Facility Improvements	\$532,100,000	Nov. 2024	Failed
Construction Bond	2 New Elementary Schools, Replace 5 Elementary Schools and 1 Middle School	\$456,056,000	Nov. 2016	Passed

The District Board of Directors is considering submitting a bond proposition to the voters in November 2025 to build a new Middle School #5 and replace Alpac Elementary and Cascade Middle School. It is also considering submitting a capital levy proposition in November 2025 to provide improvements to 22 existing facilities. The District is not eligible for state funding assistance for the Middle School #5 project. The District is eligible for state funding assistance for the replacement of Alpac Elementary and Cascade Middle School. The District will front fund the Alpac Elementary and Cascade Middle School projects because the state funding assistance is not guaranteed for these projects.

The new middle school and portable classrooms are part of the District's capacity solution. The new middle school will provide added capacity to serve growth and is the basis for the District's impact fees. The District also plans to purchase or relocate portable classrooms to continue to accommodate growth at the middle and high school levels.

The District's six-year facility needs are summarized in the following table.

Table 12 : Six-Year Capital Construction Plan

PROJECT	ADDED CAPACITY	FUND SOURCE	ESTIMATED COMPLETION	ESTIMATED COST	SIX-YEAR FINANCE PLAN						
					2025	2026	2027	2028	2029	2030	Total
New Middle School	800	Future Bond	Aug. 2027	\$182,000,000	\$7,280,000	\$74,620,000	\$91,000,000	\$7,280,000	\$1,820,000	\$0	\$182,000,000
Cascade MS Replacement	125	Future Bond	Aug. 2028	\$190,000,000	\$2,850,000	\$4,750,000	\$77,900,000	\$95,000,000	\$7,600,000	\$1,900,000	\$190,000,000
Alpac Elem. Replacement	224	Future Bond	Aug. 2029	\$118,000,000	\$0	\$1,770,000	\$2,950,000	\$48,380,000	\$59,000,000	\$5,900,000	\$118,000,000
Improvements at 22 Facilities	0	Future Cap. Levy	Aug. 2029	\$53,400,000	\$0	\$8,010,000	\$16,020,000	\$13,350,000	\$13,350,000	\$2,670,000	\$53,400,000
Portable Classrooms	0	Cap. Proj. Fund	Aug. 2025	\$1,250,000	\$1,250,000	\$0	\$0	\$0	\$0	\$0	\$1,250,000
Property Acquisitions	0	Cap. Proj. Fund	NA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTALS				\$544,650,000	\$11,380,000	\$89,150,000	\$187,870,000	\$164,010,000	\$81,770,000	\$10,470,000	\$544,650,000

SECTION 7 - IMPACT FEES

King County Code 21A allows school districts to assess impact fees on every dwelling unit in the District for which a fee schedule has been established. The fee schedule is based on the school impact fee formula set out in King County Ordinance 11621 Attachment A.

The following table identifies the data used in calculating impact fees for 2025.

Table 13: Impact Fee Data

IMPACT FEE ELEMENTS	SOURCE	SINGLE FAMILY			MULTI FAMILY		
		Elementary	Middle School	High School	Elementary	Middle School	High School
Classroom Capacities	District Standards	20.29	28.02	28.74	20.29	28.02	28.74
Debt Service Tax Rate	King County	1.78915	1.78915	1.78915	1.78915	1.78915	1.78915
District Average Assessed Value	King County	\$602,781	\$602,781	\$602,781	\$228,511	\$228,511	\$228,511
District SF Capacity- Permanent	District Data	997,039	378,631	677,976	997,039	378,631	677,976
District SF Capacity - Portables	District Data	23,200	36,160	36,640	23,200	36,160	36,640
District SF Capacity - Permanent + Portables	District Data	1,020,239	414,791	714,616	1,020,239	414,791	714,616
District Student Capacity - Permanent	District Data	8,258	2,470	3,821	8,258	2,470	3,821
District Student Capacity - Permanent + Portables	District Data	8,908	3,618	4,969	8,908	3,618	4,969
District Impact Fees	CFP Calculation	\$8,003	\$8,003	\$8,003	\$8,966	\$8,966	\$8,966
Facility Cost - Middle School	District Data	\$0	\$182,000,000	\$0	\$0	\$182,000,000	\$0
Facility Cost - Portable Classroom	District Data	\$250,000	\$250,000	\$0	\$250,000	\$250,000	\$0
Facility SF % - Permanent Facilities	District Data	97.73%	91.28%	94.87%	97.73%	91.28%	94.87%
Facility SF % - Portable Facilities	District Data	2.27%	8.72%	5.13%	2.27%	8.72%	5.13%
Genl. Obligation Bonds Interest Rate	Bond Buyer Index	4.15%	4.15%	4.15%	4.15%	4.15%	4.15%
OSPI Construction Cost Allowance	OSPI	\$375.00	\$375.00	\$375.00	\$375.00	\$375.00	\$375.00
OSPI Match % - District	OSPI	33.22%	33.22%	33.22%	33.22%	33.22%	33.22%
OSPI Match % - State	OSPI	66.78%	66.78%	66.78%	66.78%	66.78%	66.78%
OSPI Square Footage Per Student	OSPI	90	108	130	90	108	130
School Capacities	District Standards	650	800	1,500	650	800	1,500
Site Acreage	District Standards	12	24	36	12	24	36
Site Cost per Acre	District Standards	\$533,937	\$533,937	\$533,937	\$533,937	\$533,937	\$533,937
Student Generation Rates	CFP Calculation	0.331	0.118	0.161	0.431	0.154	0.152

Residential development in the District continues to add students to elementary, middle, and high schools. It has also increased the 2025 student generation rates for single-family and multi-family residences. These student generation rates are based on residential development data compiled for single-family and multi-family dwelling units.

The development data for single-family residences was collected from ten residential developments and serves as a fitting representation of students generated by single-family dwellings throughout the District. The development data available for multi-family units was limited to three developments including one development with an exceptionally high Student Generation Rate. This limited data and high student generation rate at one multi-family development has resulted in a high overall Student Generation Rate and high impact fee for 2025 for multi-family dwellings. In recognition of this, the District has made a discretionary adjustment to this fee and reduced it to match the multi-family fee collected in 2024.

The following table shows the impact fee calculation for single-family residences.

Table 14: Impact Fee Calculation – Single-Family Residence

SCHOOL SITE ACQUISITION COST						
Grade Level	Site Acreage	Cost per Acre	School Capacity	Site Cost per Student	Student Gen. Rate	Cost per SFR
Elementary	12	\$533,937	650	\$0	0.331	\$0
Middle	24	\$533,937	800	\$0	0.118	\$0
High	36	\$533,937	1,500	\$0	0.545	\$0
TOTAL						\$0
SCHOOL CONSTRUCTION COST						
Grade Level	Facility Cost	Student Capacity	Percent Permanent SF	Facility Cost per Student	Student Gen. Rate	Cost per SFR
Elementary	\$0	650	0.9773	\$0	0.331	\$0
Middle	\$182,000,000	800	0.9128	\$207,662	0.118	\$24,504
High	\$0	1,500	0.9487	\$0	0.545	\$0
TOTAL						\$24,504
PORTABLE CLASSROOM COST						
Grade Level	Facility Cost	Student Capacity	Percent Portable SF	Facility Cost per Student	Student Gen.	Cost per SFR
Elementary	\$250,000	20.29	0.0227	\$280	0.331	\$93
Middle	\$250,000	28.02	0.0872	\$778	0.118	\$92
High	\$0	28.74	0.0513	\$0	0.545	\$0
TOTAL						\$184
STATE MATCH CREDIT						
Grade Level	Construction Cost Allowance	OSPI SF Per Student	State Match %	State Match per Student	Student Gen. Rate	Cost per SFR
Elementary	\$375.00	90	0.6678	\$0	0.331	\$0
Middle	\$375.00	108	0.6678	\$0	0.118	\$0
High	\$375.00	130	0.6678	\$0	0.545	\$0
TOTAL						\$0
TAX CREDIT						
Category	Residential Assessed Value	Debt Service Tax Rate	G.O. Bond Interest Rate	Years Amortized	Tax Credit	
Single Family	\$602,781	1.78915	0.0415	10	\$8,682	
IMPACT FEE SUMMARY – SINGLE-FAMILY RESIDENCE						
Site Cost per Acre	Permanent Facility Cost	Portable Clrm. Cost	State Match Credit	Tax Credit	50% Local Share	Impact Fee SFR
\$0	\$24,504	\$184	\$0	(\$8,682)	0.500	\$8,003

The following table shows the impact fee calculation for multi-family residences.

Table 15: Impact Fee Calculation – Multi-Family Residence

SCHOOL SITE ACQUISITION COST						
Grade Level	Site Acreage	Cost per Acre	School Capacity	Site Cost per Student	Student Gen. Rate	Cost per MFR
Elementary	12	\$533,937	650	\$0	0.431	\$0
Middle	24	\$533,937	800	\$0	0.154	\$0
High	36	\$533,937	1,500	\$0	0.152	\$0
TOTAL						\$0
SCHOOL CONSTRUCTION COST						
Grade Level	Facility Cost	Student Capacity	Percent Permanent SF	Facility Cost per Student	Student Gen. Rate	Cost per MFR
Elementary	\$0	650	0.9773	\$0	0.431	\$0
Middle	\$182,000,000	800	0.9128	\$207,662	0.154	\$31,980
High	\$0	1,500	0.9487	\$0	0.152	\$0
TOTAL						\$31,980
PORTABLE CLASSROOM COST						
Grade Level	Facility Cost	Student Capacity	Percent Portable SF	Facility Cost per Student	Student Gen. Rate	Cost per MFR
Elementary	\$250,000	20.29	0.0227	\$280	0.431	\$121
Middle	\$250,000	28.02	0.0872	\$778	0.154	\$120
High	\$0	28.74	0.0513	\$0	0.152	\$0
TOTAL						\$240
STATE MATCH CREDIT						
Grade Level	Construction Cost Allowance	OSPI SF Per Student	State Match %	State Match per Student	Student Gen. Rate	Cost per MFR
Elementary	\$375.00	90	0.6678	\$0	0.431	\$0
Middle	\$375.00	108	0.6678	\$0	0.154	\$0
High	\$375.00	130	0.6678	\$0	0.152	\$0
TOTAL						\$0
TAX CREDIT						
Category	Residential Assessed Value	Debt Service Tax Rate	G.O. Bond Interest Rate	Years Amortized		Cost per MFR
Single Family	\$228,511	1.78915	0.0348	10		\$3,404
IMPACT FEE SUMMARY – MULTI-FAMILY RESIDENCE						
Site Cost per Acre	Permanent Facility Cost	Portable Clrm. Cost	State Match Credit	Tax Credit	50% Local Share	Impact Fee MFR
\$0	\$31,980	\$240	\$0	(\$3,404)	0.500	\$14,408
Auburn School District Adjustment						(\$5,442)
						\$8,966

SECTION 8 – CONCLUSIONS

New housing units continue to be built in the District, and the student population continues to grow. The student population is projected to increase during the next ten years but at a slower rate than in the past 10 years.

The District built two new elementary schools and replaced five elementary schools with larger facilities during the past five years. This increased elementary school capacity, and it now fully accommodates current elementary students. However, the District continues to lack permanent classroom space to accommodate middle and high school students, including students from new growth. Consequently, 82 portable classrooms are being used to accommodate middle and high school students and are part of the District's short-term capacity solution.

Because of a shortage of permanent classrooms in middle schools, the District is considering placing a bond proposition on the ballot in November 2025. This includes funding to build an additional middle school. The District is also monitoring annual enrollment levels and bonding capacity to determine when an additional high school should be built.

During the past year, the District experienced an increase in the construction cost for a new middle school and an increase in single-family and multi-family Student Generation Rates. This contributed to an increase in the impact fee for single-family residences from \$4,584 to \$8,003. It also contributed to an increase in the impact fee for multi-family residences. Based on an application of King County Code 21A and its associated formula, the District's 2025 impact fee for multi-family residences would increase from \$8,966 to \$14,408. The District has adjusted this fee and reduced it to match the multi-family fee collected in 2024. This discretionary reduction was made to establish a more stable impact fee for students generated from multi-family developments.

The District's 2025-2031 Capital Facilities Plan will be submitted for adoption by the Auburn School District Board of Directors. After adoption, the Plan, including its 2025 impact fee rates, will be submitted to King County and the Cities of Algona, Auburn, Black Diamond, Kent, and Pacific. The submission to these public agencies will include a request that the jurisdictions adopt the plan and include the plan as an element in their Comprehensive Plans.

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Capital Facilities Plan 2025-2030

*2929 McDougall Avenue
Enumclaw, Washington 98022
(360) 802-7100*

*Board Adopted:
June 30, 2025*

Six-Year Capital Facilities Plan**2025-2030****Board of Directors****Julianne DeShayes****Ben Stouffer****Paul Fisher****Tyson Gamblin****Scott Mason****Administration****Dr. Shaun Carey**

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Carolyn Zieske

Director, Student Support Services

Enumclaw School District No. 216

Enumclaw, Washington 98022

CAPITAL FACILITIES PLAN**Approved by Board of Directors****Resolution No. 1144**

The Enumclaw School District No. 216 hereby provides to the King County Council, City of Enumclaw and City of Black Diamond, this Capital Facilities Plan documenting present and future school facility requirements of the District. The plan contains all elements required by the Growth Management Act and King Code 21A, including a six (6) year financing plan component.

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Executive Summary

In accordance with King County Code 21A.43, this update has been prepared by the Enumclaw School District No. 216 to reflect current conditions in facility usage and needs.

The District's service area includes areas of unincorporated King County, the City of Black Diamond, and the City of Enumclaw. Currently, the District serves a student population of 4,304 (October 2024 head count) students in Kindergarten through grade 12 (excluding our Transition to Kindergarten and full-time Running Start student populations). Enrollment projections presented herein, indicate that enrollment growth will occur over the next six years.

The District has experienced approximately .85% growth per year over the past two years. Enrollment was 4,295 students in October 2023 and 4,232 students in October 2022. The District has seen consistent post-pandemic enrollment growth over the past several years and anticipates continued enrollment gains moving forward because of comparably high birth rates, inward mobility, and continued new residential development projected within the six-year planning period (and anticipated to continue beyond the six-year planning period). The City of Black Diamond has two Master Planned Developments (the "MPDs"), Ten Trails and Lawson Hills, in the process of development with a projected buildout of up to 6,050 dwelling units. Construction of residential dwelling units in Phase IA of the Ten Trails MPD began in 2018 with the permitting of approximately 912 single-family units and 250 multi-family units through 2024. An additional 216 single-family units (plus 85 age-qualified units) and 22 multi-family units are anticipated to be permitted in 2025, with a rapid increase in residential unit construction expected to begin again in 2026. Over the next six years, it is anticipated that 2,448 single-family units and 253 multi-family units (plus 177 age-qualified units) will be permitted in the MPDs through 2030. See Appendix E for Map of MPDs and map of current project buildout. The City of Enumclaw also has several continuing residential construction projects within the city limits. Finally, there is ongoing, though limited, development in the unincorporated area of King County that is located within the District.

To accommodate cumulative projected new development, the District added capacity in 2017 at the new Black Diamond Elementary School and added permanent student capacity at Enumclaw High School. Temporary capacity at the elementary and middle school levels will be needed during the six-year planning period, and the District is planning for additional permanent capacity within the six-year planning period. Section IV of this Plan identifies the District's six-year and anticipated long-term planning for school facilities.

As noted above, the District will need substantial capacity additions in the long-term planning period in response to development activity throughout the District and particularly within the City of Black Diamond. Future updates to this Plan will reflect updated planning needs in response to growth.

Section I: Six-Year Enrollment Projection

This plan update is based on the anticipated number of students expected to be enrolled through 2030. The six-year projection (2025-2030) will assist in determining short term needs and form the basis for assessing the need for impact fees.

Enrollment projections are most accurate for the initial years of the forecast period. Moving further into the future, more assumptions about economic conditions and demographic trends in the area affect the projection. In the event that enrollment growth slows, plans for new facilities will likely be delayed. It is much more difficult, however, to initiate new projects or speed projects up in the event enrollment growth exceeds projections. Regular updates of both the enrollment projections and the Capital Facilities Plan (CFP) are essential to good facility planning.

The District relies on two population forecasts for purposes of projecting student enrollment. The first is an estimate by the Superintendent of Public Instruction (OSPI). OSPI estimates future enrollment through 2030 using the cohort survival method. This method estimates how many students in one year will attend the next grade in the following year by relying on previous enrollment trends. Due to the fact that the cohort survival method does not incorporate changes in trends of in-migration, particularly from anticipated new development within the District, these projections are considered highly conservative. The pandemic's anomalous impact on enrollment counts makes the cohort survival projections more unreliable. See Appendix A.

The second forecast is a modified cohort analysis, which uses the cohort projections as a base, incorporates King County live birth data and the District's historic percentage of those births to determine the number of kindergartners entering the system, and further incorporates assumptions based on known new residential development proposals within the District. These numbers are also confirmed by the District's multi-year, professionally conducted demographic study in 2024. See Appendix B. Because this analysis incorporates the expected in-migration to the District from new development, the District uses this analysis for purposes of determining capacity needs throughout the six years of this planning period. Using the modified enrollment projections, the District's enrollment is expected to increase at all grade levels over the six years of this Plan. The District's actual 2024 enrollment was lower, however, than projected by the demographer. See Table 1. This variance likely resulted from slower than expected unit construction/completion in the MPDs. The District expects, based on recent information provided by the MPD developer, that unit construction will move forward similar to previous projections. While the District is continuing to use the 2024 demographer projections for this CFP update it has adjusted the first year of projections accordingly (see Table 1 and Appendix B) and it intends to obtain a new analysis for the next plan update.

The modified cohort analysis varies greatly from the cohort survival analysis mainly due to significant planned residential development in both Black Diamond and Enumclaw. Relatively strong live birth data and inward mobility rates also contribute to increased enrollment. In addition to the majority of the remaining MPD units in Black Diamond being completed in the next six years, The City of Enumclaw also has ten active or planned development projects

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totaling 548 housing units to be completed over the next ten years, many of which affect this report's enrollment projections over the next six years.

With regard to the expected enrollment from the anticipated 6,050 dwelling units in Black Diamond, building of residential units did commence in summer 2018, with building and occupancy to continue for a sustained period over several years. As such, the enrollment impacts from the start of these developments are just beginning to show during the early years of this Plan period. Future updates to this Plan will provide additional and updated information regarding these projects and the impacts on District enrollment.

Using the modified cohort survival projections, a total enrollment of 5,311 (HC) is expected by 2030. The District expects the enrollment of 1,007 additional students between 2024 and 2030. See Table 1.

Table 1: Projected K-12 Student Enrollment (2025-2030)

<i>Projection Year</i>	<i>2024*</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>	<i>2028</i>	<i>2029</i>	<i>2030</i>	<i>Projected Growth</i>	<i>Percent Change</i>
Modified Cohort (Headcount)	4,304	4,397	4,565	4,759	4,920	5,137	5,311	1,007	23.4%

* Actual K-12 enrollment (October 1, 2024) excluding TTK and full-time RS

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Section II: Current Enumclaw School District “Standard of Service”

In order to determine the capacity of the District’s facilities, the King County Code 21A refers to a “standard of service” that each school district must establish in order to ascertain its overall capacity. The standard of service is based upon the number of classrooms available at each school and the desired average class load district-wide. A favorable class size is used to promote the standard and quality of educational programs the residents of the Enumclaw School District expect and support through the passage of levies and bonds.

Rooms designed for special use are not counted as classrooms. Portables used for classrooms are employed on an interim basis only. When additional permanent classrooms are available, portables are removed from service, transferred to other locations, or used for non-classroom purposes.

The District’s standard of service is based on current standards. The Capital Facilities Plan incorporates funded implementation of K-3 class size reduction.

Current Standards of Service for Elementary Students:

We have reduced permanent capacity in several schools to allow for K-3 class size reduction. Average district wide class sizes for grades K-3 were reduced to 20 students per teacher beginning in the 2019-2021 school year to help meet the 1:17 ratio when specialist and intervention teachers are considered. Elementary school permanent capacity should be between 450 to 600 students. Goals with new construction would be to build permanent capacity to accommodate for growth while still allowing for special programming listed below. Average district wide class size for grades 4 and 5 should not exceed 26 students.

Class size may vary from building to building based upon different influencing factors at each school. Students may be provided music instruction, physical education, and lunch in a separate classroom or facility. Students may have scheduled time in a specialized instructional space such as a computer lab or art space. Special Education for students with disabilities may be provided in a dedicated resource room or a self-contained classroom with a maximum capacity of 10-12 depending on the program.

Identified students will also be provided other educational opportunities in classrooms and/or special spaces for programs designated as follows:

Multilingual Learning Program (MLL)
Integrated Programs & Resource Rooms (for special remedial assistance)
Education for Disadvantage Students (Title 1)
Highly Capable Program
Other Remediation Programs
Learning Assisted Program (LAP)
Behavior Programs for severely behavior-challenged students
Hearing Impaired
Mild, Moderate and Severe Developmental Disabilities
Developmental Preschool

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Early Childhood Education Assistance Programs (ECEAP) Transition to Kindergarten (TTK)

All of the special programs referenced above require specialized classroom space; thus, the full-time student capacity of buildings housing these programs is reduced. Students leave their regular classroom for a period of time to receive instruction in several special programs. When programs change, program capacity fluctuates and the plan is updated annually to reflect the change in program and capacity.

Current Standards of Service for Secondary Students:

The standards of service outlined below reflect only those programs and educational opportunities provided to secondary students, which directly affect the capacity of the school buildings.

Average district-wide class size for grades 6-8 should not exceed 28 students. Middle school permanent capacity should be between 550 to 800 students.

Average district wide class size for grades 9-12 should not exceed 28 students.

Special Education for students with disabilities may be provided in a classroom with a capacity of 10-15 depending on program.

Identified students will also be provided other educational opportunities in classrooms and/or special spaces for programs designated as follows:

Instrumental and Vocal Music
Multicultural Learning and Support
Integrated Programs & Resource Rooms (for special remedial assistance)
Advanced Placement Programs
Basic Skills Programs
Career and Vocational Education Programs

Many of these programs require specialized classroom space and can reduce the permanent capacity of the school buildings.

Each school's available capacity will vary with the type of programs and space utilization in the building. When a large number of portables are added to a site to add student capacity, other support facilities, such as gymnasiums, lunch areas, halls, etc. may become inadequate.

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Section III: Inventory and Projected Six-Year Enrollment Capacity of Schools

Currently, the District has permanent program capacity to house 4,807 students based on the District's Standard of Service as set forth in Section II. Portable classroom capacity for 320 students brings the total capacity to 5,127 at the beginning of the 2024-2025 school year.¹ A summary of the current enrollment and capacity, and the breakdown at each grade span follows:

Table 2: Summary of Capacity (2024-2025)

2024-2025 Current	Permanent Capacity	Portable Capacity	Total Capacity	Oct. 2024 Enrollment (HC)	Surplus Capacity w/o Portables	Surplus Capacity w/ Portables
Elementary	2,210	96	2,306	2,009	201	297
Middle	1,100	0	1,100	1,030	70	70
High	1,497	224	1,721	1,265	232	456
District Total	4,807	320	5,127	4,304	503	823

Included in this Plan is an inventory of the District's schools by type, address and current capacity. See Table 3.

In the fall of 2005, the District closed J.J. Smith Elementary due to the age and condition of the building. The District performed facility upgrades in 2015 at J.J. Smith and it was used to temporarily house Black Diamond Elementary students during construction of the new elementary school. In the fall of 2017, J.J. Smith began to house the District's Birth-to-Five program, which houses special education pre-school, ECEAP and our Transition to Kindergarten programs. Students in these three programs at JJ Smith (Currently 194) are not included in the current and projected K-12 numbers within this report.

Black Diamond Elementary, as modernized and expanded, opened in August 2017. This school now has a permanent capacity of 430 students (an increase from the previous permanent capacity of 217). The Enumclaw High School modernization was completed in August of 2019. The updated facility increased permanent capacity by approximately 197 students.

Based on the enrollment forecasts, current inventory, program capacity, current standard of service, and portable capacity, the District has identified the need for additional student capacity in the short term. This reflects new development in the City of Black Diamond as well as new development in the City of Enumclaw and King County during the six-year planning period, as well as increasing birth rates and inward mobility.

¹ The District's intent is for all students to be served in permanent classroom facilities. As such, portables are intended to be a temporary capacity solution. The District currently has four classrooms in portables at Kibler Elementary and eight available portable classrooms at Enumclaw High School. There are seven portables at Kibler in total and three at Westwood. Portables are also used for book rooms, storage and for administrative purposes.

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Table 3: Inventory Summary

An inventory of existing permanent school facilities including the locations and permanent capacities of those facilities is provided below.

<u>Existing Facility</u>	<u>Location</u>	<u>Permanent Capacity</u>
Black Diamond Elementary	25314 Baker Street Black Diamond, WA 98010	430
Byron Kibler Elementary	2057 Kibler Avenue Enumclaw, WA 98022	430
Southwood Elementary	3240 McDougall Avenue Enumclaw, WA 98022	450
Sunrise Elementary	899 Osceola Street Enumclaw, WA 98022	450
Westwood Elementary	21200 SE 416th Enumclaw, WA 98022	450
Enumclaw Middle School	550 Semanski Street S. Enumclaw, WA 98022	550
Thunder Mountain Middle School	42018 264th Avenue E. Enumclaw, WA. 98022	550
Enumclaw High School	226 Semanski Street S. Enumclaw, WA 98022	1497

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Table 4 – Projected Enrollment & Capacity

K-5 Elementary							
	2024	2025	2026	2027	2028	2029	2030
Permanent Capacity	2,210	2,210	2,210	2,210	2,210	2,810	2,980
New Permanent Capacity					600^	170**	
Portable Capacity Available	96	96	96	192	192	192	192
Portable/Purchase, Relocate			96^^				
Total Capacity	2,306	2,306	2,402	2,402	3,002	3,172	3,172
Projected Enrollment*	2,009	2,033	2,083	2,181	2,242	2,293	2,365
Surplus/(Deficit) of Perm. Capacity	201	177	127	29	568	687	615
Surplus/(Deficit) with Portables	297	273	319	221	760	879	807
6-8 Middle School							
	2024	2025	2026	2027	2028	2029	2030
Permanent Capacity	1,100	1,100	1,100	1,100	1,100	1,100	1,100
New Permanent Capacity							
Portable Capacity Available			112	112	112	224	224
Portable/Purchase, Relocate		112***			112^^^		
Total Capacity	1,100	1,212	1,212	1,212	1,324	1,324	1,324
Projected Enrollment*	1,030	1,039	1,102	1,143	1,206	1,275	1,314
Surplus/(Deficit) of Perm. Capacity	70	61	(2)	(43)	(106)	(175)	(214)
Surplus/(Deficit) with Portables		173	110	69	118	49	10
9-12 High School							
	2024	2025	2026	2027	2028	2029	2030
Permanent Capacity	1,497	1,497	1,497	1,497	1,497	1,497	1,497
New Permanent Capacity							
Portable Capacity Available	224	224	224	224	224	224	224
Portable/Purchase, Relocate							
Total Capacity	1,721	1,721	1,721	1,721	1,721	1,721	1,721
Projected Enrollment*	1,265	1,325	1,380	1,435	1,472	1,569	1,632
Surplus/(Deficit) of Perm. Capacity	232	172	117	62	25	(72)	(135)
Surplus/(Deficit) with Portables	456	396	341	286	249	152	89

*Reflects actual October 2024 enrollment.

^Reflects construction of new elementary in Ten Trails neighborhood.

**Added capacity at Kibler Elementary School (Kibler ES to be replaced on site with added capacity)

^^Addition of 4 portable classrooms at Westwood Elementary for temporary Ten Trails overflow

***Addition of 2 portable classrooms at Thunder Mountain MS and 2 portable classrooms at Enumclaw MS during the 2025-2026 school year

^^^Addition of 4 portable classrooms at Thunder Mountain MS during the 2028-2029 school year

Section IV: The District's Planning and Construction Plan

Trigger of Construction

Planning for new schools and additions to existing schools are triggered by comparing the enrollment forecasts with District capacity. Projected available student capacity was derived by subtracting projected student enrollment from existing school capacity for each of the six years in the forecast period (2025-2030). Capacity needs are expressed in terms of "Surplus/(Deficit) of Permanent Capacity." A deficit in permanent capacity means there will be unhoused students who will likely be served in portable classrooms or in classrooms where class sizes exceed state standards, board expectations and/or contractually negotiated agreements within the local school district. The unhoused student levels are shown in Table 5.

Note: for purposes of assessing capacity, the District has included the capacity improvements that are planned over the six-year planning period. As previously discussed in this Plan, the District intends to monitor development and enrollment growth and will continue to assess the need for any capacity additions in future updates to this Plan.

Facility Needs (2025-2030)

The voters in the District approved a Bond in April 2015 that included replacement and expansion of Black Diamond Elementary School and renovation/expansion of Enumclaw High School. Creating new capacity at Black Diamond Elementary helped to ensure that elementary schools in other areas of the District are not overcrowded and that capacity is available in those schools to serve new development. However, projected enrollment within the six year planning period demonstrates a need for additional permanent capacity. With the growth of the Ten Trails MPD, Black Diamond Elementary is now at capacity, necessitating the transportation of many current Ten Trails area students to Westwood Elementary, our northernmost Enumclaw elementary school. If the District continues to move more Ten Trails area students to Westwood as the MPD builds out (assuming no added elementary capacity in Ten Trails), students who may otherwise attend Westwood may need to be likewise moved to other elementary schools located in the City of Enumclaw.

The projects listed in Table 5 are anticipated based upon information available at the present time. Due to anticipated growth within the cities of Black Diamond and Enumclaw, the District will reallocate portables to both Thunder Mountain and Enumclaw Middle School and will need to purchase and/or relocate additional new portables based on the actual impact of growth. Implementation of the K-3 class size legislation has impacted permanent space at the elementary level. The District anticipates running one or more bonds by 2027 for several projects. These projects will likely include (i) the replacement and modernization (with added capacity) of Byron Kibler Elementary School; (ii) a new elementary school in Black Diamond in the Ten Trails neighborhood to address growth needs; and (iii) a replacement and modernization of the Birth to Five Center at JJ Smith Elementary. The District secured property from the developer for the planned new elementary school in Ten Trails through MPD mitigation.

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The District will need to add portables at various facilities to serve interim capacity needs. A new agricultural sciences barn has been constructed at Enumclaw High School as part of our CTE program, which will provide a variety of learning opportunities for our growing CTE student population in the coming years. The District also anticipates upgrading the Performing Arts Center at EHS to allow for increased performing arts related classes and activities as well as productions and performances.

Facility Needs (Long Term)

Based upon present information regarding the development activity within the City of Black Diamond, the District is planning for long-term needs in the Black Diamond area. The District anticipates that, based upon service standards and enrollment projections, the two approved master planned development projects will, over the long term, necessitate the need for additional capacity with new schools. While the District remains uncertain at this time regarding specific long term additional capacity needs that may result from development in Black Diamond and development within the City of Enumclaw and unincorporated King County, it is likely that additional capacity at the middle school level will be a focus. The District will continue to monitor development activity and related capacity needs, using portable structures as needed for additional temporary capacity. Future updates to this Plan will reflect the changes needed to respond to long-term growth impacts.

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General Considerations

The decision and ability to construct a new school facility involves multiple factors not wholly within the control of the District. The availability of funds is the biggest consideration whether those funds are generated from locally approved bonds, state construction funds, impact fees, mitigation payments, or a combination of the above.

Table 5 - Planned Projects (2025-2030)

Projects Planned and Sites Acquisitions

Enumclaw School District No.216

School/Facility/Site	Location	Type	Status	Projected Completion Date	Approx Added Capacity	Approx % for New Growth
Elementary						
Westwood Elementary Portables***	Enumclaw	New	In Process	2026	96	100%
Ten Trails Elementary^	Black Diamond	New	Planning	2028	600	100%
Byron Kibler Elementary*	Enumclaw	New	Planning	2029	170	15%
Middle School						
EMS Portables**	Enumclaw	Relocate/Renovate	In Process	2025	56	100%
TMMS Portables**	Enumclaw	Relocate/Renovate	In Process	2025	56	100%
TMMS Portables^^	Enumclaw	Relocate/Renovate	Planning	2028	112	100%
High School						
Agricultural Sciences Barn	Enumclaw	New	Complete	2023	N/A	N/A
EHS Renovation (roof/siding at PAC)	Enumclaw	Renovation	Planning	2026	N/A	N/A
Other Sites						
South West Enumclaw (18A)	1009 SE 244th, Enumclaw	New	Existing	Site Bank	0	0
North East Enumclaw (20A)	East of Highway 169	New	Existing	Site Bank	0	0
Black Diamond (various pending)	MPD designated sites	New	Planning		varying	100%

* Replacement of Byron Kibler Elementary (600 students) will increase permanent capacity by 170 students as that school is currently above permanent capacity.

** District owned portables have been relocated from EHS to middle schools to expand capacity for growth.

*** Portables will need to be placed at Westwood Elementary for continued growth in Ten Trails until the Ten Trails Elementary school is built.

^ An elementary school in Black Diamond will be built to expand capacity for growth in the Ten Trails community and initial Lawson Hills residents.

^^ Additional portables will need to be placed at Thunder Mountain MS to increase capacity for growth in Ten Trails Development

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Table 6 – Finance Plan

Estimated Project Cost by Year - in \$millions							Total	Secured	Secured	Unsecured
2025	2026	2027	2028	2029	2030		Cost	Bond/Levy (1)	Other (2)	Other (3)
Improvements Adding Student Capacity										
Elementary School										
Byron Kibler Elementary Replacement (New Construction)*							\$80.40			\$80.40
Black Diamond Elementary Portable Placement**							\$0.50			\$0.50
New Ten Trails Elementary***							\$70.40			\$70.40
Westwood Portable Placement							\$1.00		\$0.50	\$0.50
Middle School										
Portable Placement^							\$0.25		\$0.25	
Portable Placement^^^							\$1.00			\$1.00
High School										
Renovation^^							\$2.50			\$2.50
Total	\$0.25	\$1.00	\$3.30	\$71.50	\$80.00		\$156.05		\$0.75	\$155.30

(1) Secured Bond/Levy- Bond and levy funding already approved by voters.

(2) Secured Other - Funds currently available to District including proceeds from property sales, school mitigation/impact fees, and State School Construction Assistance Program (SCAP) Funds remaining from other projects.

(3) Unsecured future - School mitigation and impact fees not yet collected, bonds and levies not yet approved, SCAP dollars not yet allocated.

* Costs related to building replacement and new capacity project for Byron Kibler Elementary.

** Possible Black Diamond Elementary portable addition

*** Costs related to the planned new elementary school in Ten Trails Elementary, including survey and design work and construction project costs.

^ Cost of adding one double portable at each of two middle schools using district owned and refurbished portable structures.

^^ Completion of envelope renovations as well as necessary upgrades to existing Performing Arts Center.

^^^ Additional/New portable placement at Thunder Mountain MS to increase capacity for growth in Ten Trails Development

District may also add portable facilities at various schools during the six year planning period as needed to meet enrollment growth

Section V: Capital Facilities Financing Plan

The six-year Finance Plan shown in Table 6 demonstrates how the District intends to fund new construction and improvements to school facilities for the years of 2025-2030. The financing plan and impact fee calculation formula also differentiate between capacity and non-capacity projects.

The District's ability to accomplish its building program is based on the following funding sources:

- Passage of general obligation bonds by District voters, which was done in the April 2015 election for the most recently completed projects (Black Diamond Elementary School and Enumclaw High School Renovation/Addition);
- Collection of school mitigation and impact fees;
- Passage of future general obligation bonds for planned projects (New ES, Kibler ES replacement w/ Birth to Five addition, portable placements, and EHS PAC renovation); and
- Collection of state School Construction Assistance Program funds.

General Obligation Bonds

Bonds are typically used to fund construction of new schools and other capital improvement projects. A 60% voter approval is required to pass a bond. Bonds are then retired through collection of property taxes. In 2015, the District's voters approved a \$68.5 million bond to fund the replacement and expansion of the existing Black Diamond Elementary School and the partial renovation and expansion of Enumclaw High School. In 2023, the District put forth two separate bond measures. The first measure included both a new elementary school in Black Diamond and a full replacement for Kibler Elementary among other items, and the second measure included the full replacement for Kibler Elementary as well district-wide maintenance items, but not a new elementary school in Black Diamond. District voters did not approve either of these 2023 bond measures. In February of 2020, the district passed a six-year Capital (technology) levy and will attempt to do so again in February of 2026. In April of 2025, the District put forth a capital levy in an attempt to secure funding for district-wide maintenance projects, but this measure did not pass.

The District is considering proposing one or more bond packages in the near future to fund the replacement of Byron Kibler Elementary (with a possible Birth to Five addition) and a new elementary school in Black Diamond in the Ten Trails neighborhood. As an alternative, the District is in discussions with the MPD developer on a potential funding solution for the new elementary school which would involve a reallocation of mitigation agreement assets. However, as of the drafting of this CFP, a final agreement is not in place. The District will continue exploring possibilities to work with our community to determine next steps to successfully secure funding for these projects. Board decisions and any authorized proposals will be included in future updates to this Capital Facilities Plan.

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State School Construction Funding Assistance

State School Construction Funding Assistance comes from the Common School Construction Fund. Bonds are sold on behalf of the fund then retired from revenues accruing predominantly from the sale of renewable resources (i.e. timber) from state school lands set aside by the Enabling Act of 1889. If these sources are insufficient to meet needs, the Legislature can appropriate funds or the State Superintendent of Public Instruction can prioritize funding.

School districts may qualify for School Construction Assistance Program funding for specific capital projects. To qualify, a project must first meet a state established criteria of need. This is determined by a formula that specifies the amount of square footage the state will help finance to provide permanent structures for the unhoused enrollment projected for the district. If a project qualifies, it can become part of a state prioritization system. This system prioritizes allocation of available funding resources to school districts statewide based on seven prioritization categories. Funds are then disbursed to the districts based on a formula which calculates district assessed valuation per pupil relative to the whole state assessed valuation per pupil to establish the percent of the total project cost to be paid by the state. The state contribution can range from less than half to more than 70% of the project's cost.

State School Construction Assistance Program funding can only be applied to major school construction projects. Site acquisition and minor improvements are not eligible to receive School Construction Assistance Program dollars. School Construction Assistance Program funds are not received by a school district until after a school has been constructed. In such cases, the District must "front fund" a project. That is, the District must finance the complete project with local funds (the future State's share coming from funds allocated to future District projects). When the state share is finally disbursed (without accounting for escalation) the future District project is partially reimbursed.

Because of the method of computing state School Construction Assistance Program funding, the official percentage of funds calculated by the state does not typically equal the actual percentage of total facility cost. The state funding assistance percentage for the Enumclaw School District is approximately 58.61%. Notably, this only applies to costs that the state considers eligible for state funding assistance. Land costs and other development costs are not considered eligible for state School Construction Assistance Program funding. Furthermore, the State only allows 90 square feet per elementary student while the District's service standard requires more square feet per student. This additional space must be funded with local dollars. For a typical project that has maximum state funding, less than 50% of the total project costs will be covered by School Construction Assistance Program funds.

The District anticipates that it could be eligible for some amount of state school construction assistance program funding (SCAP funding) for the new Black Diamond elementary school project and the Kibler Elementary replacement project; however, more specific information is not known at this time and the projects in any case require front funding from other funds.

EXHIBIT B

Mitigation Payments and School Impact Fees

King County, the City of Black Diamond and the City of Enumclaw have adopted school impact fee ordinances. In these jurisdictions, the District requests that an impact fee be collected for the construction of any new residential dwelling unit.

New dwelling units in the Lawson Hills and Ten Trails MPDs are subject to a school mitigation fee assessed pursuant to a Comprehensive School Mitigation Agreement.

Fees assessed are based on the new enrollment growth in the District and related capacity needs. By law, new development cannot be assessed impact fees to correct existing deficiencies.

Impact fees have been calculated utilizing the formula in the King County Ordinance 11621. The resulting figures are based on the District's cost per dwelling unit to purchase land for school sites, make site improvements, construct schools and purchase, install or relocate temporary facilities (Portables), all as related to growth-related capacity projects identified in the Capital Facilities Plan. Credits have also been applied in the formula to account for State School Construction Funding Assistance expected to be reimbursed to the District and projected future property taxes to be paid by the owner of a dwelling unit.

The District's cost per dwelling unit is derived by multiplying the cost per student by the applicable student generation rate per dwelling unit. King County Ordinance 11621 defines "Student Factor" as "the number derived by a school district to describe how many students of each grade span are expected to be generated by a dwelling unit. Student factors shall be based on district records of average actual student generation rates for new developments constructed over a period of not more than five (5) years prior to the date of the fee calculation; provided that, if such information is not available in the district, the data from adjacent districts, districts with similar demographics, or county wide averages may be used."

Enumclaw School District's student generation factors are based on the 2025 average of student factors from other school districts in King County. See Table 7.

The District's proposed impact fees are based on the cost per dwelling unit to construct growth-related elementary school capacity, using the planned Kibler Elementary School rebuild/expansion project.

EXHIBIT B

Table 7 – 2025 Composite Student Generation Rates (SGR)*

Single Family Dwelling Units:

	Auburn	Fife	Highline	Issaquah	Lake Washington	Northshore	Renton	Riverview	Average^
Elementary	0.331	0.295	0.155	0.329	0.346	0.294	0.108	0.218	0.260
Middle	0.118	0.129	0.053	0.135	0.196	0.111	0.045	0.073	0.108
High	0.161	0.115	0.091	0.150	0.175	0.108	0.065	0.090	0.119
Total	0.610	0.540	0.298	0.615	0.717	0.513	0.219	0.381	0.487

Multi-Family Dwelling Units:

	Auburn	Fife	Highline	Issaquah	Lake Washington	Northshore	Renton	Riverview	Average^
Elementary	0.431	0.084	0.251	0.097	0.041	0.062	0.131	0.128	0.113
Middle	0.154	0.038	0.085	0.046	0.017	0.018	0.038	0.039	0.040
High	0.152	0.040	0.107	0.046	0.017	0.033	0.046	0.070	0.051
Total	0.735	0.162	0.443	0.189	0.075	0.114	0.214	0.237	0.205

**Based on the King County countywide student generation rate average using the rates of those districts that prepared their own student generation rate data. See KCC 21A.06.1260. (Federal Way School District excepted from SF and MF average and Auburn School District excepted from MF average due to anomalous rates.)*

^Figures are rounded.

EXHIBIT B

Section VI: Impact Fee Variables and Impact Fees

Student Factors-Single/Multi-Family

Elementary	.260/.113
Middle School	.108/.040
High School	.119/.051

Student Capacity per Facility

Elementary	600
Middle School	
High School	

Site Acreage Site

Elementary	N/A
Middle School	
High School	

Site Cost per Acre

Elementary	N/A (existing site)
Middle School	
High School	

New Facility Construction Cost

Elementary	\$80,000,000
------------	--------------

SPI Square Footage per Student

Elementary (K-5)	90
Middle School (6-8)	108
High School (9-12)	130
Special Education	144

Temporary Classroom Capacity

Elementary	24
Middle School	28
High School	28

Developer Provided Sites/Facilities

Elementary School Site
(not applicable to Kibler Elementary School)

Temporary Facilities Costs

Elementary	\$250,000
Middle School	\$250,000
High School	

Permanent Square Footage

Elementary	225,104
Middle School	167,254
High School	<u>244,651</u>
Total	637,009

Temporary Square Footage

Elementary	3,800
Middle School	
High School	<u>7,168</u>
Total	10,968

Total Facilities Square Footage

Elementary	228,904
Middle School	167,254
High School	<u>251,819</u>
Total	647,977

State Construction Funding

District Match –	58.61%
Current Construction	
Cost Allocation –	\$375.00

District Average Assessed Value

Single Family Res.	\$670,187
K.C. Assessor, 3/25	

Bond Interest Rate

Current Bond Buyer Index	4.15%
--------------------------	-------

District Average Assessed Value

Multi-Family Res.	\$296,496
K.C. Assessor, 3/25	
Weighted Avg. of Condos and Apts.	

District Debt Service Tax Rate

Current	\$.69651/\$1,000
---------	------------------

EXHIBIT B

The District's proposed school impact fees reflect identified capacity needs and planning at the elementary level. The fees are based on the estimated costs of the planned Kibler Elementary School rebuild/expansion project (anticipated, if funding is approved by the voters, to be complete within the six-year planning period).

Using the variables and formula described above, impact fees proposed for the District are summarized in Table 8. See also Appendix C.

Table 8 - School Impact Fees

Housing Type	Impact Fee Per Dwelling Unit*
Single Family	\$12,619
Multi-Family	\$5,469

*Per City of Black Diamond Ordinance 20-1146; discounted at 50%; City of Enumclaw Ordinance 2609 (discounted at 50%); Chapter 21A.43 KCC and Ordinance No. 10162 (discounted at 50%)

EXHIBIT B

Appendix A OSPI Cohort Enrollment Projections



ICOS

School Facilities and Organization
INFORMATION AND CONDITION OF SCHOOLS
Enrollment Projections (Report 1049)

ENUMCLAW

Grade	--- ACTUAL ENROLLMENTS ON OCTOBER 1st ---					AVERAGE %		--- PROJECTED ENROLLMENTS ---					
	2019	2020	2021	2022	2023	2024	SURVIVAL	2025	2026	2027	2028	2029	2030
Kindergarten	319	268	328	364	300	342		345	352	359	366	373	380
Grade 1	313	298	267	342	342	293	97.78%	334	337	344	351	358	365
Grade 2	338	292	312	304	342	348	102.71%	301	343	346	353	361	368
Grade 3	288	320	297	332	311	351	101.54%	353	306	348	351	358	367
Grade 4	321	276	318	331	355	318	103.16%	362	364	316	359	362	369
Grade 5	350	301	289	334	343	357	101.53%	323	368	370	321	364	368
K-5 Sub-Total	1,929	1,755	1,811	2,007	1,993	2,009		2,018	2,070	2,083	2,101	2,176	2,217
Grade 6	347	327	312	305	347	351	101.76%	363	329	374	377	327	370
Grade 7	321	348	328	321	319	364	102.58%	360	372	337	384	387	335
Grade 8	322	309	347	340	329	315	100.17%	365	361	373	338	385	388
6-8 Sub-Total	990	984	987	966	995	1,030		1,088	1,062	1,084	1,099	1,099	1,093
Grade 9	325	331	329	344	358	336	103.16%	325	377	372	385	349	397
Grade 10	324	328	328	332	345	337	99.06%	333	322	373	369	381	346
Grade 11	279	288	298	309	296	307	90.41%	305	301	291	337	334	344
Grade 12	257	265	293	278	282	269	94.42%	290	288	284	275	318	315
9-12 Sub-Total	1,185	1,212	1,248	1,263	1,281	1,249		1,253	1,288	1,320	1,366	1,382	1,402
DISTRICT K-12 TOTAL	4,104	3,951	4,046	4,236	4,269	4,288		4,359	4,420	4,487	4,566	4,657	4,712

EXHIBIT B

Appendix B Modified Cohort Enrollment Projections

Modified Cohort Projected Enrollment							
	2024*	2025^	2026	2027	2028	2029	2030
Grade K	342	311	324	341	347	342	348
Grade 1	293	315	325	344	362	372	365
Grade 2	348	360	333	351	369	393	402
Grade 3	351	345	372	348	364	387	408
Grade 4	318	341	372	405	378	400	422
Grade 5	357	361	357	392	422	399	420
K-5 Headcount	2009	2033	2083	2181	2242	2293	2365
Grade 6	351	348	374	376	409	441	416
Grade 7	364	355	358	390	390	424	455
Grade 8	315	336	370	377	407	410	443
6-8 Headcount	1030	1039	1102	1143	1206	1275	1314
Grade 9	336	331	340	379	385	421	417
Grade 10	337	361	338	350	387	401	426
Grade 11	308	341	360	341	355	390	398
Grade 12	284	292	342	365	345	357	391
9-12 Headcount	1265	1325	1380	1435	1472	1569	1632
K-12 Headcount	4304	4397	4565	4759	4920	5137	5311

* Represents actual October 2024 headcount (does not include TTK or RS student populations)

^ Represents an adjustment down from the original demography projections in 2025 due to a slower than expected return to full buildout levels within the Master Planned Development

EXHIBIT B

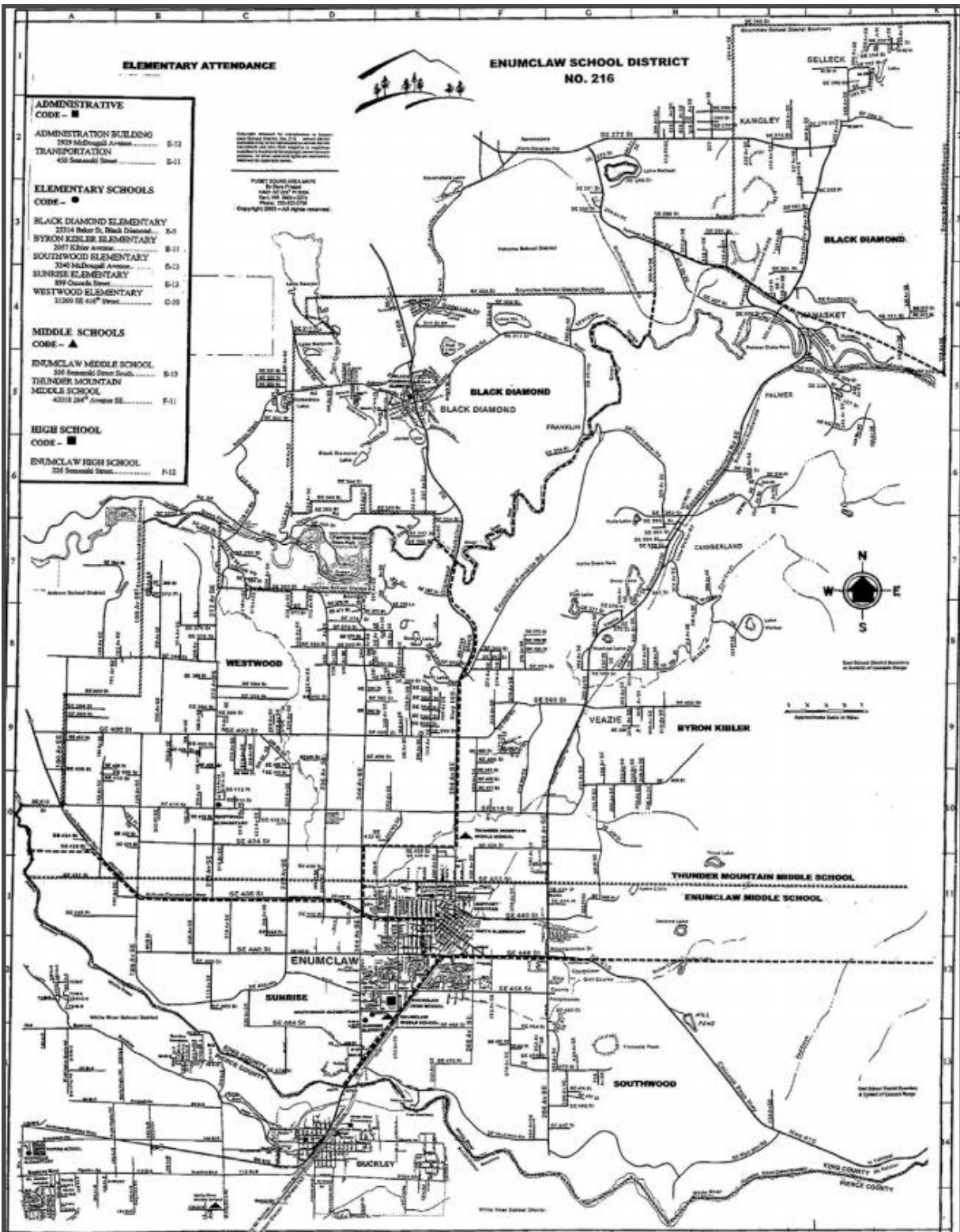
Appendix C School Impact Fee Calculations

ENUMCLAW SCHOOL DISTRICT							
2025							
School Site Acquisition Cost:							
(((Acres x Cost per Acre) / Facility Capacity) x Student Factor)							
	Facility	Cost/	Facility	Student	Student		
	Acreage	Acre	Capacity	Factor	Factor	Cost/	Cost/
				SFR	MFR	SFR	MFR
Elementary	0.00	\$ -	600	0.260	0.113	\$0	\$0
Middle	0.00	\$ -	700	0.108	0.040	\$0	\$0
High	0.00	\$ -	1,500	0.119	0.051	\$0	\$0
						\$0	\$0
School Construction Cost:							
(((Facility Cost / Facility Capacity) x Student Factor) x (Permanent / Total Sq Ft))							
	%Perm/	Facility	Facility	Student	Student		
	Total Sq.Ft.	Cost	Capacity	Factor	Factor	Cost/	Cost/
				SFR	MFR	SFR	MFR
Elementary	98.30%	\$ 80,000,000	600	0.260	0.113	\$34,077	\$14,811
Middle	98.30%	\$ -	700	0.108	0.040	\$0	\$0
High	98.30%	\$ -	1,500	0.119	0.051	\$0	\$0
						\$34,077	\$14,811
Temporary Facility Cost:							
(((Facility Cost / Facility Capacity) x Student Factor) x (Temporary / Total Square Feet))							
	%Temp/	Facility	Facility	Student	Student	Cost/	Cost/
	Total Sq.Ft.	Cost	Size	Factor	Factor	SFR	MFR
				SFR	MFR		
Elementary	1.70%	\$ 250,000.00	24	0.260	0.113	\$46	\$20
Middle	1.70%	\$ 250,000.00	28	0.108	0.040	\$16	\$6
High	1.70%	\$ -	28	0.119	0.051	\$0	\$0
					TOTAL	\$62	\$26
State Funding Assistance Credit:							
CCA x OSPI Square Footage x Funding Assistance % x Student Factor							
	Current	OSPI Square	District	Student	Student		
	CCA	Footage	Funding %	Factor	Factor	Cost/	Cost/
				SFR	MFR	SFR	MFR
Elementary	\$ 375.00	90	58.61%	0.260	0.113	\$5,143	\$2,235
Middle	\$ 375.00	108	0.00%	0.108	0.040	\$0	\$0
Sr. High	\$ 375.00	130	0.00%	0.119	0.051	\$0	\$0
					TOTAL	\$5,143	\$2,235
Tax Payment Credit:							
Average Assessed Value						SFR	MFR
Capital Bond Interest Rate						\$670,187	\$296,496
Net Present Value of Average Dwelling						4.15%	4.15%
Years Amortized						\$5,395,453	\$2,386,991
Property Tax Levy Rate						10	10
Present Value of Revenue Stream						\$0.70	\$0.70
Fee Summary:						\$3,758	\$1,663
				Single	Multi-		
				Family	Family		
Site Acquisition Costs				\$0	\$0		
Permanent Facility Cost				\$34,077	\$14,811		
Temporary Facility Cost				\$62	\$26		
State Funding Credit				(\$5,143)	(\$2,235)		
Tax Payment Credit				(\$3,758)	(\$1,663)		
FEE (AS CALCULATED)				\$25,239	\$10,939		
FEE (Adjusted 50%)				\$12,619	\$5,469		

Appendix D
Maps of School Borders and Projects

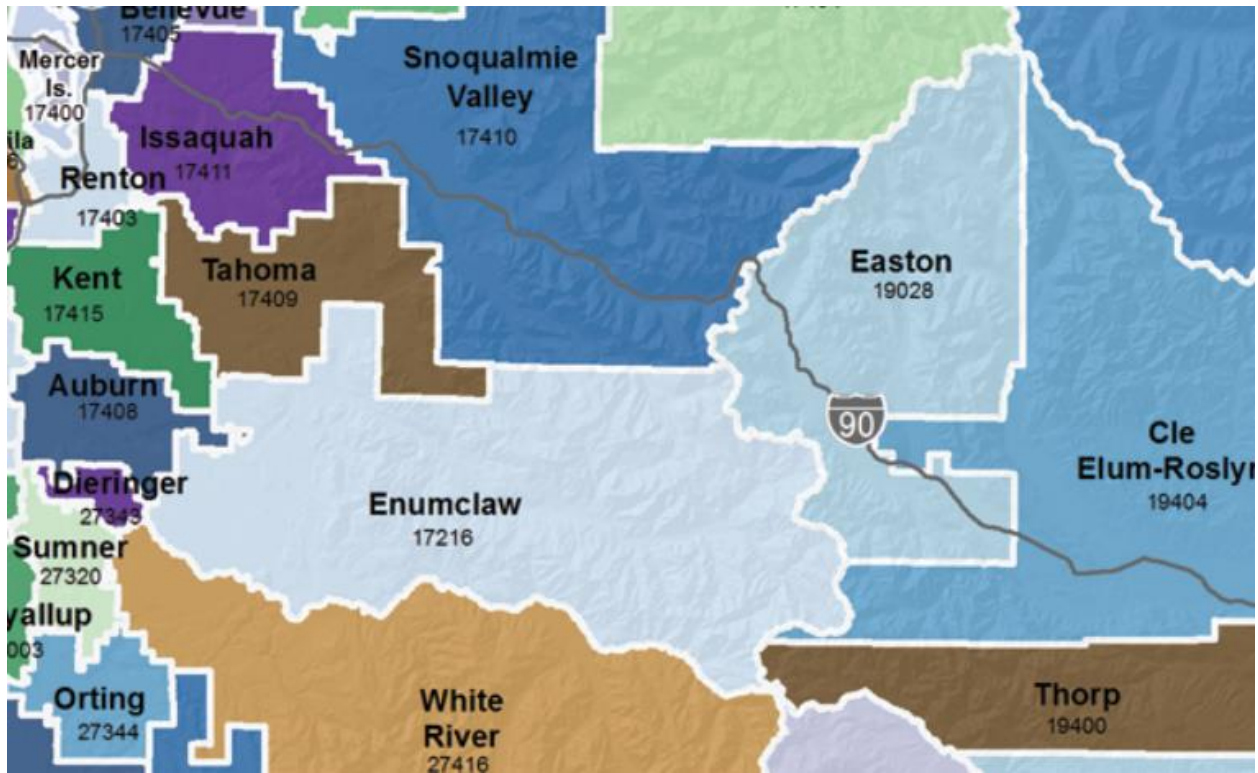
EXHIBIT B

Enumclaw School Boundaries



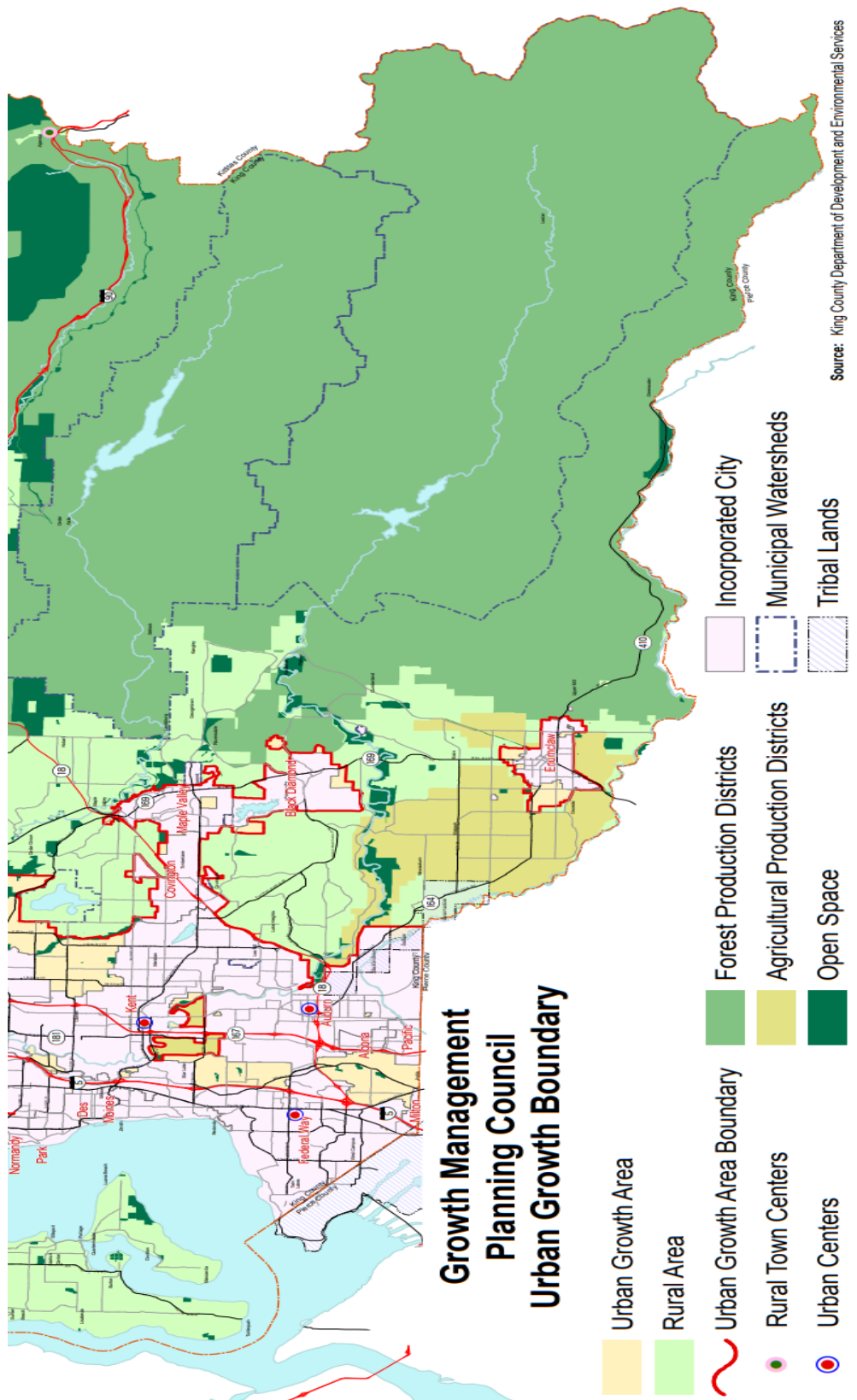
Enumclaw School District Borders

EXHIBIT B



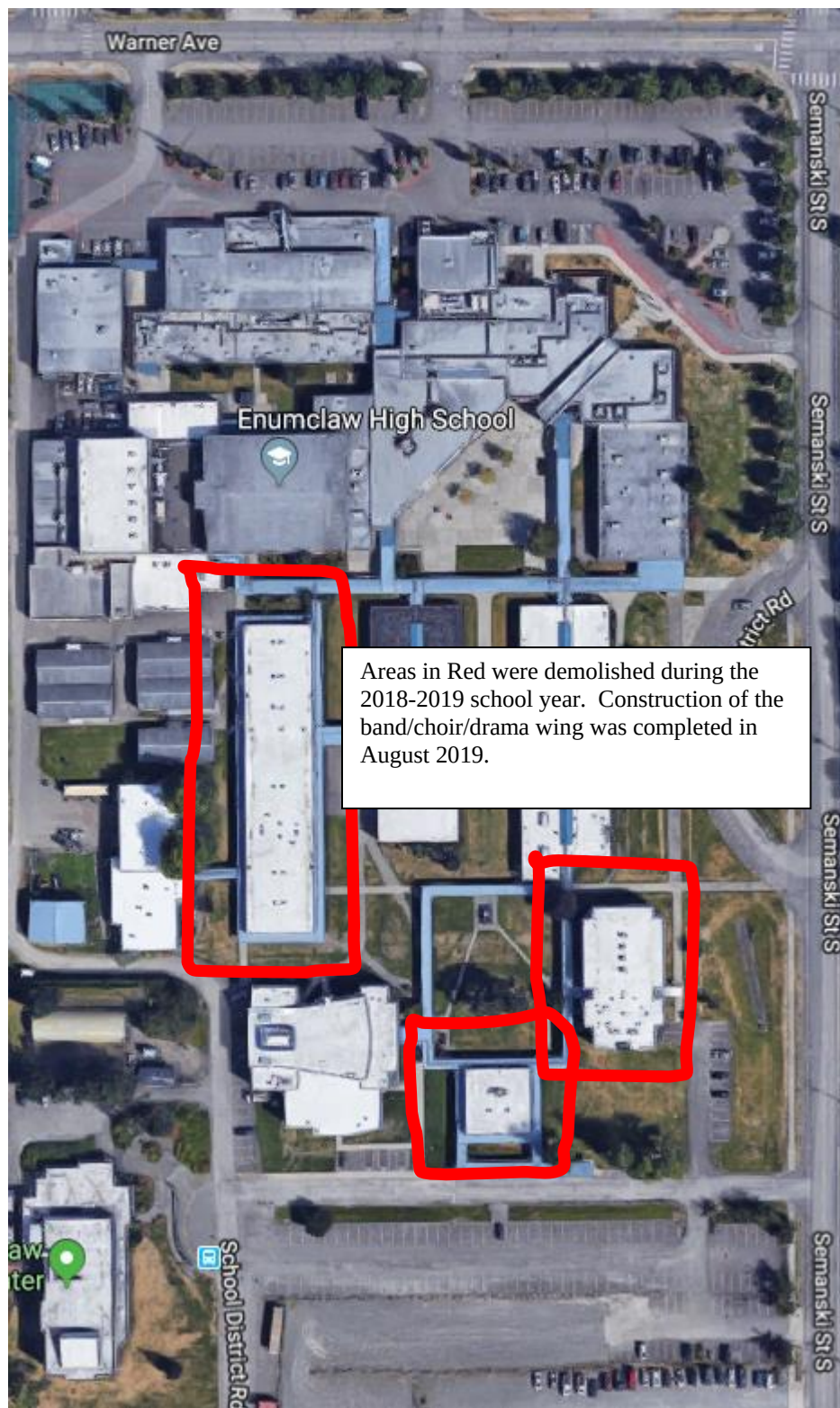
Urban Growth Boundaries

EXHIBIT B



Enumclaw High School Replacement and Modernization
226 Semanski St. Enumclaw, WA 98022

EXHIBIT B



View of Enumclaw High School Project Prior to Completion

EXHIBIT B



EXHIBIT B

Completed Enumclaw High School Project



Appendix E
Master Plan Development Maps

EXHIBIT B

Ten Trails and Lawson Hills MPDs

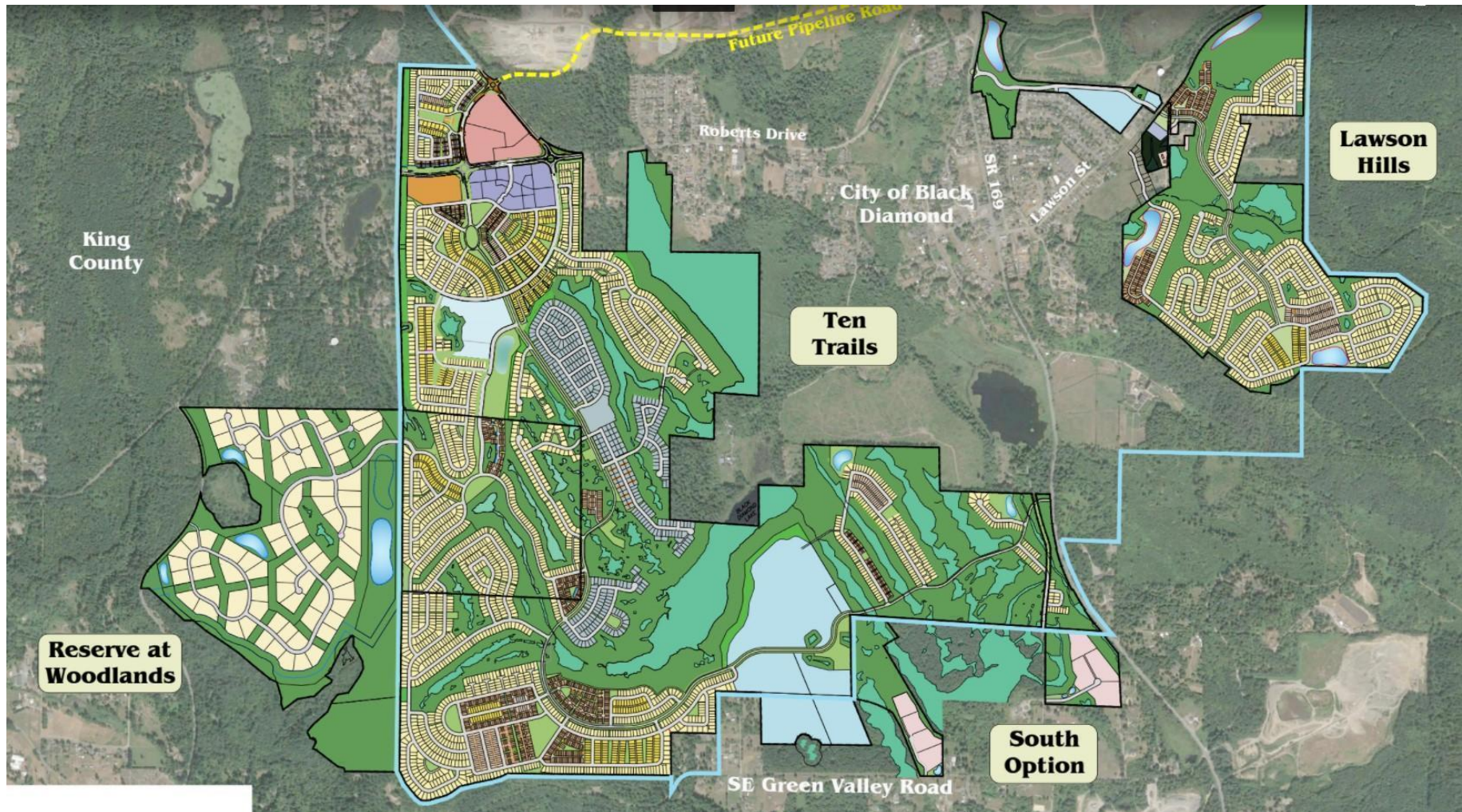


EXHIBIT B

Current Buildout Map – Ten Trails





KENT SCHOOL DISTRICT
EQUITY | EXCELLENCE | COMMUNITY

Six-Year Capital Facilities Plan 2024-2025 through 2030-2031

June 2025

Kent School District No. 415
12033 SE 256th Street
Kent, Washington 98030-6643
(253) 373-7526

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Dave Bussard, Executive Director Operations
Raul Parungao, Executive Director of Finance
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Brett Scribner, Assistant Director Capital Projects

Six-Year Capital Facilities Plan

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I - Executive Summary

This Six-Year Capital Facilities Plan has been prepared by the Kent School District as the organization's capital facilities planning document, in compliance with the requirements of Washington's Growth Management Act, King County Code K.C.C. 21A.43 and Cities of Kent, Covington, Renton, Auburn, Black Diamond, Maple Valley, and SeaTac. This annual Plan update was prepared using data available in the spring of 2025 for the 2024-2025 school year. This annual update of the Plan reflects no new major capital projects.

This Plan is consistent with prior long-term capital facilities plans adopted by the Kent School District. This Plan is not intended to be the sole planning document for all the District's needs. The District may prepare interim and periodic Long-Range Capital Facilities Plans consistent with Board Policies, considering a longer or shorter period, other factors and trends in the use of facilities, and other needs of the District as may be required.

Prior Capital Facilities Plans of the Kent School District have been adopted by Metropolitan King County Council and Cities of Kent, Covington, Auburn, and Renton and included in the Capital Facilities Plan element of the Comprehensive Plans of each jurisdiction. This Plan has also been submitted to the cities of Black Diamond, Maple Valley, and SeaTac for their information and inclusion in their Comprehensive Plans.

In order for impact fees to be collected in the unincorporated areas of Kent School District, the Metropolitan King County Council must adopt this Plan and a fee- implementing ordinance for the District. For impact fees to be collected in the incorporated portions of the District, the cities of Kent, Covington, Renton and Auburn must also adopt this Plan and their own school impact fee ordinances.

This Capital Facilities Plan establishes a standard of service in order to ascertain current and future capacity. While the State Superintendent of Public Instruction establishes square footage guidelines for capacity, those guidelines do not account for local program needs in the District. The Growth Management Act, King County and City codes and ordinances authorize the District to make adjustments to the standard of service based on specific needs for students of the District.

This Plan includes the standard of service as established by Kent School District. Functional capacity is based on an average capacity and updated to reflect changes to special programs served in each building. Portables in the interim capacity calculation use the same standard of service as the permanent facilities.

EXHIBIT C

The capacity of each school in the District is calculated based on the District's standard of service and the existing inventory of permanent facilities. The District's program capacity of permanent facilities reflects program changes and the state's mandated reduction of class size to meet the standard of service for Kent School District. Portables provide additional interim capacity.

Kent School District is the fifth largest (FTE basis) district in the state. Enrollment is electronically reported monthly to the Office of the Superintendent of Public Instruction ("OSPI") on Form P-223. Although funding apportionment is based on Annual Average Full Time Equivalent (AAFTE), enrollment on October 1 is a widely recognized "snapshot in time" that is used to report the District's enrollment for the year as reported to OSPI (*See Table 1*).

The District's standard of service, enrollment history and projections, and use of interim facilities are reviewed in detail in various sections of this Plan. The District plans to continue to satisfy concurrency requirements through the interim use of portables.

This Plan currently represents projects in progress funded primarily by the Kent School District's 2016 Bond, the 2018 Capital Levy, and our newly passed 2024 Capital and Tech Levy. Additional information about these projects can be found on the District's capital projects homepage ([link](#)). Additionally, project updates sent to our community of stakeholders can be accessed on the KSD website ([link](#)).

Based on revised student generation rates, our capacity and enrollment projections, the District will stay current with non-collection of student impact fee rate for the coming year. For a short overview, see Section IX (Summary of Changes to the June 2025 Capital Facilities Plan).

EXHIBIT C

KENT SCHOOL DISTRICT No. 415 ENROLLMENT HISTORY

King County Live Births

Description/Year	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
King County Live Births	24,630	25,032	24,910	25,348	25,487	26,011	25,274	24,337	24,090	23,638
Increase/(Decrease)		402	(122)	438	139	524	(737)	(937)	(247)	(452)
Kindergarten/Birth (%)	8.3%	8.0%	8.2%	7.8%	7.9%	6.5%	7.3%	7.7%	7.3%	7.7%

Source: <https://doh.wa.gov/data-and-statistical-reports/washington-tracking-network-wtn/county-all-births-dashboard>

Enrollment

Grade/Fiscal Year	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
K	2,045	2,013	2,037	1,989	2,010	1,703	1,836	1,874	1,761	1,811
1	2,131	2,067	2,056	2,061	2,036	1,882	1,768	1,945	1,931	1,793
2	2,163	2,163	2,077	2,008	2,091	1,980	1,818	1,840	1,965	1,958
3	2,176	2,195	2,143	2,043	1,995	2,001	1,938	1,887	1,878	1,970
4	2,089	2,195	2,218	2,118	2,038	1,912	1,924	1,953	1,924	1,945
5	1,958	2,103	2,189	2,170	2,120	1,937	1,872	1,953	1,973	1,924
6	2,058	1,952	2,119	2,184	2,164	2,024	1,893	1,962	1,948	1,928
7	1,974	2,021	1,922	2,044	2,166	2,010	1,925	1,906	1,949	1,951
8	2,100	2,021	2,043	1,882	2,073	2,086	1,937	1,956	1,922	1,936
9	2,093	2,105	2,006	2,003	1,888	2,001	2,042	2,010	1,955	1,922
10	2,165	2,099	2,080	1,946	2,034	1,811	1,959	2,048	2,000	1,947
11	1,818	1,865	1,823	1,732	1,663	1,743	1,584	1,679	1,729	1,782
12	1,742	1,730	1,810	1,653	1,634	1,453	1,655	1,467	1,500	1,565
Total Enrollment	26,512	26,529	26,523	25,833	25,912	24,543	24,151	24,480	24,435	24,432
Yearly Increase/										
(Decrease)	(211)	17	(6)	(690)	79	(1,369)	(392)	329	(45)	(3)
Cumulative Increase/										
(Decrease)	(211)	(194)	(200)	(890)	(811)	(2,180)	(2,572)	(2,243)	(2,288)	(2,291)

Source: <https://ospi.k12.wa.us/policy-funding/school-apportionment/safs-report> (1251H Headcount.pdf)

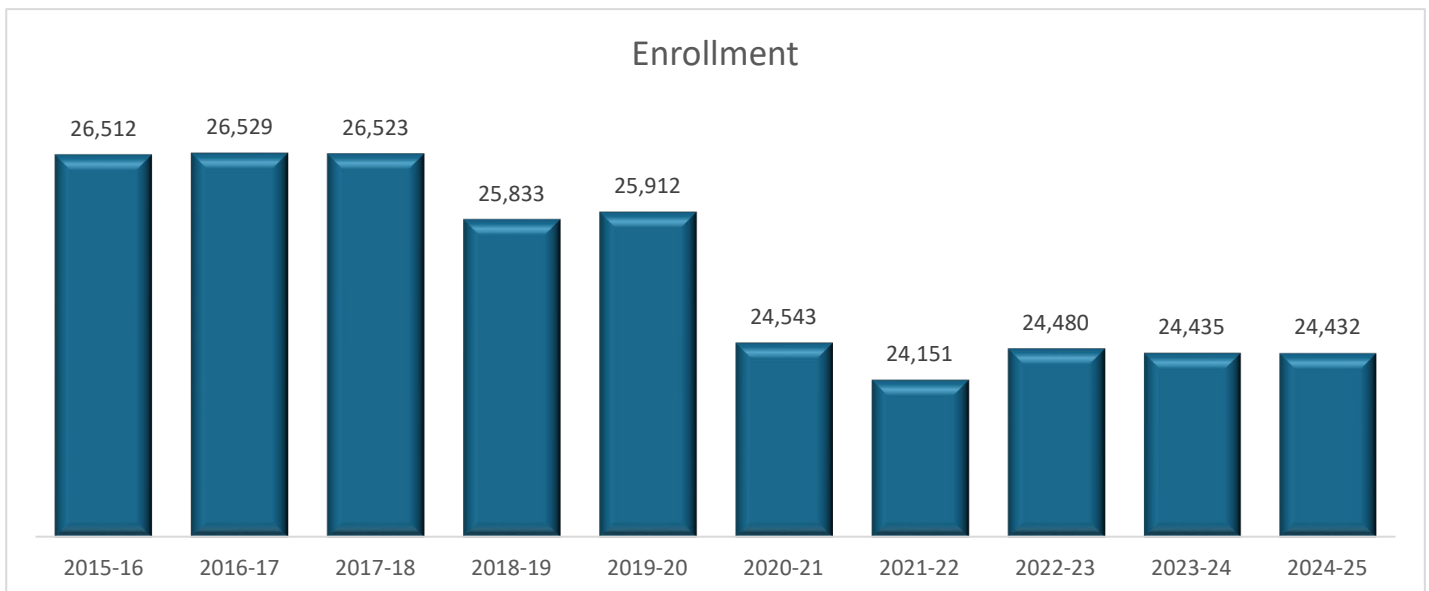


TABLE 1

II - Six - Year Enrollment Projection

For capital facilities planning, enrollment projections are based on cohort survival and student yield from documented residential construction projected over the next six years (*See Table 2*). For this Plan, the District used data from OSPI Information and Condition of Schools (ICOS), Report 1049.

King County live births and the District's relational percentage average were used to determine the number of kindergartners entering the system (*See Table 2*). 7.5% of 23,390 King County live births in 2021 is projected for 1,755 students expected in Kindergarten for October 1, 2025. This is a decrease of 248 live births in King County over the previous year. The District's enrollment from 2025-26 to 2030-31 is projected to decrease by an average of 1.5% each year or a total of 2,089 students. The projected enrollment for 2030-31 is 22,343.

Early Childhood Education students (also identified as "ECE"), "Early Childhood Special Education ("ECSE") students are forecasted and reported to OSPI separately on Form P-223H for Special Education Enrollment. Capacity is reserved to serve students in the ECE programs at elementary schools.

Within practical limits, the District has kept abreast of proposed developments. The District will continue to track new development activity to determine impact on schools. Information on new residential developments and the completion of these proposed developments in all jurisdictions will be considered in the District's future analysis of growth projections.

The Kent School District serves eight permitting jurisdictions: unincorporated King County, the cities of Kent, Covington, Renton, and Auburn and smaller portions of the cities of SeaTac, Black Diamond, and Maple Valley.

EXHIBIT C

STUDENT GENERATION FACTOR

"Student Generation Factor" is defined by King County code as "the number derived by a school district to describe how many students of each grade span are expected to be generated by a dwelling unit" based on district records of average actual student generated rates for developments completed within the last ten years.

Following these guidelines, the student generation rate for Kent School District is as follows:

Single Family	Elementary	0.222
	Middle	0.092
	High	<u>0.116</u>
	Total	0.430
Multi-Family	Elementary	0.075
	Middle	0.030
	High	<u>0.032</u>
	Total	0.137

The student generation factor is based on 1,927 new SFD (Single Family Detached) units built between 2018 and 2023. The student generation factor is based on 1,908 new MF (Multi-Family) units built during the same period. The multi-family units consisted of 1,590 apartment units and 318 townhome units.

The District sees an average of 43 students for every 100 single family units that are built and an average of 14 students for every 100 multi-family units that are built. The rate for apartment units is higher than for townhome units.

The rate for apartments can vary, depending on the affordability of the units and the number of bedrooms per unit for specific buildings. Many of the apartment units built between 2018 and 2023 have market rate rents and they tend to have fewer bedrooms per unit than some of the buildings that were completed in 2016 and 2017. The multi-family rate is lower this year than it was in March 2024 because the date range used in the analysis includes fewer affordable units and fewer multiple bedroom units.

In preparing the 2024-2025 to 2030-2031 Capital Facilities Plan the District contracted with Educational Data Solutions, LLC led by Dr. Les Kendrick, a noted expert in demographic studies for school districts, to analyze and prepare the student generation factor.

EXHIBIT C

KENT SCHOOL DISTRICT No. 415 ENROLLMENT PROJECTION

King County Live Births

Description/Year	2021	2022	2023	2024 (Proj)	2025 (Proj)	2026 (Proj)
King County Live Births	23,390	23,012	22,408	22,236	22,065	21,896
Increase/(Decrease)	(248)	(378)	(604)	(172)	(171)	(169)
Kindergarten/Birth (%)	7.5%	7.5%	7.6%	7.6%	7.5%	7.5%

Source: <https://doh.wa.gov/data-and-statistical-reports/washington-tracking-network-wtn/county-all-births-dashboard>

Enrollment Projection

Grade/Fiscal Year	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
K	1,755	1,732	1,710	1,687	1,665	1,643
1	1,841	1,784	1,760	1,738	1,714	1,692
2	1,794	1,842	1,785	1,761	1,739	1,715
3	1,956	1,793	1,841	1,784	1,760	1,738
4	1,963	1,949	1,787	1,834	1,778	1,754
5	1,928	1,946	1,932	1,771	1,818	1,762
6	1,906	1,910	1,928	1,914	1,755	1,801
7	1,882	1,861	1,865	1,882	1,868	1,713
8	1,929	1,861	1,840	1,844	1,861	1,847
9	1,930	1,924	1,856	1,835	1,839	1,856
10	1,895	1,902	1,896	1,829	1,808	1,812
11	1,684	1,639	1,645	1,639	1,582	1,563
12	1,631	1,540	1,499	1,504	1,499	1,447
Total Enrollment	24,094	23,683	23,344	23,022	22,686	22,343
Yearly Increase/						
(Decrease)	(338)	(411)	(339)	(322)	(336)	(343)
Cumulative Increase/						
(Decrease)	(338)	(749)	(1,088)	(1,410)	(1,746)	(2,089)

Source: School Facilities Organization, Information and Condition of Schools (Report 1049)

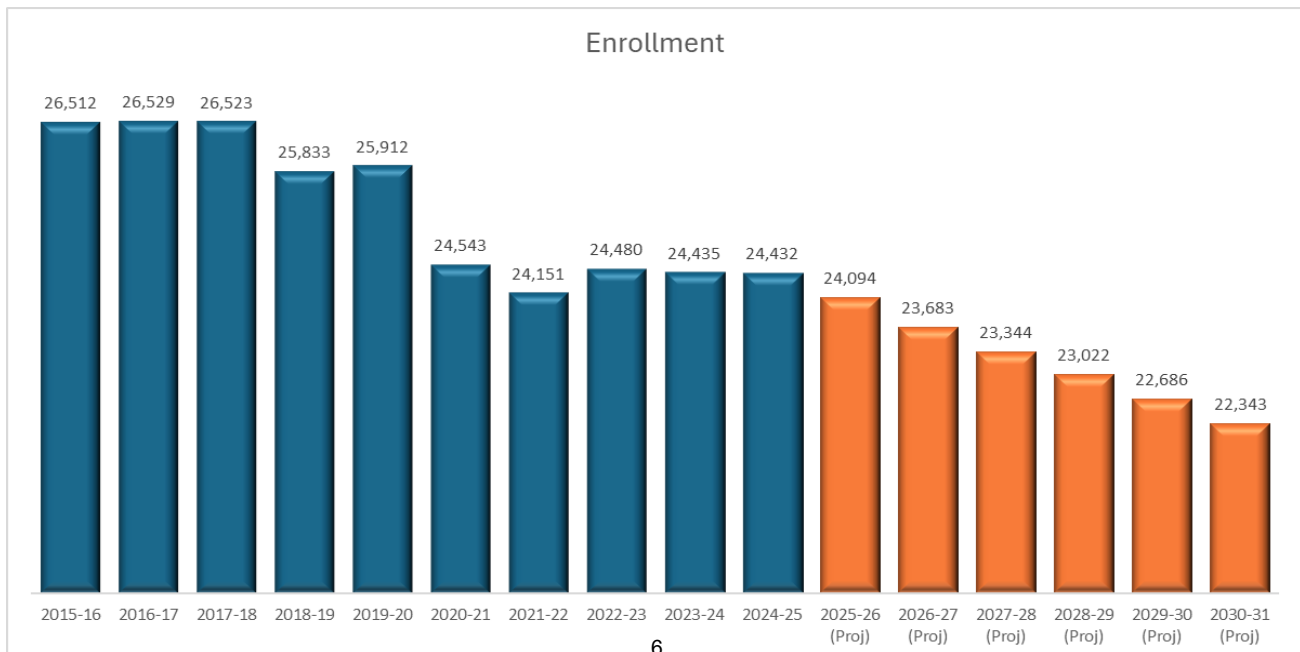


TABLE 2

III - Current Kent School District "Standard of Service"

In order to determine the capacity of facilities in a school district, King County Code 21A.06.1225 references a "standard of service" that each school district must establish to ascertain its overall capacity. The standard of service identifies the program year, the class size, the number of classrooms, students and programs of special need, and other factors determined by the district which would best serve the student population.

This Plan includes the standard of service as established by Kent School District. The District has identified schools with significant special needs programs as "impact" schools and the standard of service targets a lower-class size at those facilities. Portables included in the capacity calculation use the same standard of service as the permanent facilities.

The standard of service defined herein will continue to evolve in the future. Kent School District is continuing a long-term strategic planning process combined with review of changes to capacity and standard of service. This process will affect various aspects of the District's standard of service and future changes will be reflected in future capital facilities plans.

Current Standards of Service for Elementary Students

- Class size ratio for grades K - 3 is planned for an average of 24 students per class, not to exceed 26.
- Class size ratio for grades 4 - 5 is planned for an average of 27 students per class, not to exceed 29.

Some special programs require specialized classroom space and the program capacity of some of the buildings housing these programs is reduced. Some students, for example, leave their regular classroom for a short period of time to receive instruction in special programs and space must be allocated to serve these programs.

Students may also be provided with music instruction and physical education in a separate classroom or facility.

Some identified students will also be provided educational opportunities in classrooms for special programs such as those designated as follows:

Career and Technical Education (CTE) – State Program
Closing Educational Achievement Gaps (Title I – Part A) - Federal Program
Highly Capable Students (HiCap) - State Program

EXHIBIT C

Learning Assistance Program (LAP) – State Program
Multilingual Education (MLE) - State Program

Inclusive Education Service for Elementary and Secondary students with disabilities may be provided in a separate or self-contained classroom sometimes with a capacity of 10-15 students, depending on the program.

Current District Standards of Service for Secondary Students

The standards of service outlined below reflect only those programs and educational opportunities provided to secondary students which directly affect the capacity of the school buildings per the negotiated collective bargaining agreement with KEA.

- The average class size ratio for grades 6–8 is 28 students per class and 135 students per day, with a maximum daily class load/enrollment of 142 based on five class periods per day.
- The average class size ratio for grades 9-12 is 32 students per class and 153 students per day, with a maximum daily class load/enrollment of 160 based on five class periods per day.

Like Inclusive Education Programs listed above, many other secondary programs require specialized classroom space which can reduce the functional capacity of the permanent school buildings, such as technology labs, performing arts activities, a variety of career and technical education programs, and other specialized programs.

Space or Classroom Utilization

As a result of scheduling conflicts for student programs, the need for specialized rooms for certain programs, and the need for teachers to have a workspace during their planning periods, it is not possible to achieve 100% utilization of regular teaching stations at secondary schools. Based on the analysis of actual utilization of classrooms, the Kent School District has determined that the standard utilization rate is 64% for secondary schools. Functional capacity at elementary schools reflects 56% utilization at the elementary level.

IV - Inventory and Capacity of Existing Schools

Currently, the District has a total functional capacity to house 39,705 students, which consists of a permanent functional capacity of 35,494 and interim (portable) capacity of 4,211. This capacity is based on the District's Standard of Service as set forth in Section III. Included in this Plan is an inventory of the District's schools by type, address and current capacity (*See Table 3*). The ratio between permanent capacity and portable capacity is 89% - 11%.

The functional capacity is periodically updated for changes in the programs, additional classrooms, and new schools. Functional capacity has been updated in this Plan to reflect program changes implemented in the fall of 2024.

Calculations of Elementary, Middle School and High School capacities are set forth in Table 3. Maps of existing schools are included.

For clarification, the following is a brief description of some of the non-traditional programs for students in Kent School District:

iGrad - Kent School District has developed the Individualized Graduation and Degree Program or "iGrad". iGrad is an Open Door (Drop-out Reengagement) School that offers a second plus chance to students aged 16-21 who have dropped out of high school or are at risk of not earning a high school diploma by age 21. iGrad is not included in this Capital Facilities Plan, because it is served as a leased space at the Kent Hill Plaza Shopping Center. Over the past three years, enrollment in the iGrad program has averaged over 340 students.

Kent Virtual Academy - The Kent Virtual Academy is open to grades 6-12 and is currently serving 167 students. The virtual school offers a flexible learning experience designed to engage students when and where they work best. Each school day includes a combination of live (synchronous) virtual instruction and on-demand (asynchronous) learning opportunities outside of a traditional bell schedule. Students can attend live virtual lessons with their teachers and classmates, participate in live virtual class or small group discussions, check-in or meet with teachers, watch recorded video lessons, work independently on projects and lessons, participate in learning experiences outside the school setting for credit or to meet competencies. Virtual school students may also attend their boundary school for select classes and services.

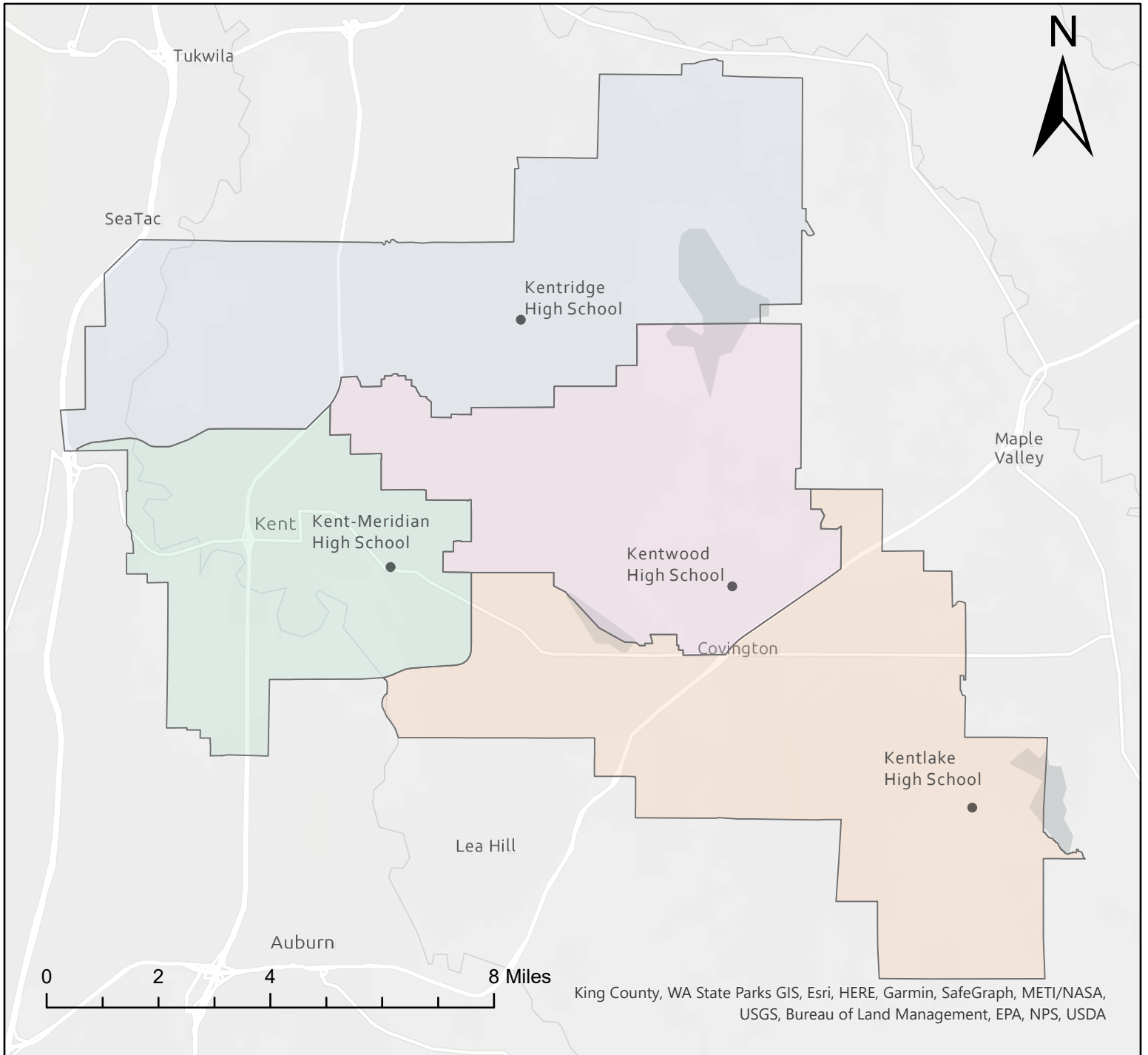
EXHIBIT C

SCHOOL	Year Opened	ABR	ADDRESS	2024-2025 Functional
Carriage Crest Elementary	1990	CC	18235 - 140th Avenue SE, Renton 98058	626
Cedar Valley Elementary	1971	CV	26500 Timberlane Way SE, Covington 98042	541
Covington Elementary	2018	CO	25811 156th Avenue SE, Covington 98042	744
Crestwood Elementary	1980	CW	25225 - 180th Avenue SE, Covington 98042	602
East Hill Elementary	1953	EH	9825 S 240th Street, Kent 98031	779
Emerald Park Elementary	1999	EP	11800 SE 216th Street, Kent 98031	653
Fairwood Elementary	1969	FW	16600 - 148th Avenue SE, Renton 98058	528
George T. Daniel Elementary	1992	DE	11310 SE 248th Street, Kent 98030	640
Glenridge Elementary	1996	GR	19405 - 120th Avenue SE, Renton 98058	591
Grass Lake Elementary	1971	GL	28700 - 191st Place SE, Kent 98042	595
Horizon Elementary	1990	HE	27641 - 144th Avenue SE, Kent 98042	634
Jenkins Creek Elementary	1987	JC	26915 - 186th Avenue SE, Covington 98042	641
Kent Elementary	1999	KE	24700 - 64th Avenue South, Kent 98032	760
Lake Youngs Elementary	1965	LY	19660 - 142nd Avenue SE, Kent 98042	725
Martin Sortun Elementary	1987	MS	12711 SE 248th Street, Kent 98030	768
Meadow Ridge Elementary	1994	MR	27710 - 108th Avenue SE, Kent 98030	706
Meridian Elementary	1939	ME	25621 - 140th Avenue SE, Kent 98042	793
Millennium Elementary	2000	ML	11919 SE 270th Street, Kent 98030	688
Neely-O'Brien Elementary	1990	NO	6300 South 236th Street, Kent 98032	864
Panther Lake Elementary	2009	PL	12022 SE 216th Street, Kent, 98031	744
Park Orchard Elementary	1963	PO	11010 SE 232nd Street, Kent 98031	728
Pine Tree Elementary	1967	PT	27825 - 118th Avenue SE, Kent 98030	732
Ridgewood Elementary	1987	RW	18030 - 162nd Place SE, Renton 98058	661
River Ridge Elementary	2021	RR	22420 Military Rd. S., SeaTac, WA 98198	886
Sawyer Woods Elementary	1994	SW	31135 - 228th Ave SE, Black Diamond 98010	549
Scenic Hill Elementary	1960	SH	26025 Woodland Way South, Kent 98030	837
Soos Creek Elementary	1971	SC	12651 SE 218th Place, Kent 98031	591
Springbrook Elementary	1969	SB	20035 - 100th Avenue SE, Kent 98031	730
Sunrise Elementary	1992	SR	22300 - 132nd Avenue SE, Kent 98042	719
Elementary TOTAL				20,055
Canyon Ridge Middle	1966	CR	11000 SE 264th Street, Kent 98030	1,110
Cedar Heights Middle	1993	CH	19640 SE 272nd Street, Covington 98042	1,140
Mattson Middle	1981	MA	16400 SE 251st Street, Covington 98042	1,020
Meeker Middle	1970	MK	12600 SE 192nd Street, Renton 98058	1,230
Meridian Middle	1958	MM	23480 - 120th Avenue SE, Kent 98031	1,110
Mill Creek Middle	2005	MC	620 North Central Avenue, Kent 98032	1,200
Northwood Middle	1996	NW	17007 SE 184th Street, Renton 98058	1,140
Middle TOTAL				7,950
Kent-Meridian High	1951	KM	10020 SE 256th Street, Kent 98030	2,595
Kentlake High	1997	KL	21401 SE 300th Street, Kent 98042	2,714
Kentridge High	1968	KR	12430 SE 208th Street, Kent 98031	2,932
Kentwood High	1981	KW	25800 - 164th Avenue SE, Covington 98042	2,917
High TOTAL				11,158
Kent Laboratory Academy	2021	KLA	105 SE 208th St., Kent, WA 98031	542
DISTRICT TOTAL				39,705

Table 3

Kent School District 2024/2025 School Year High School Boundaries

EXHIBIT C



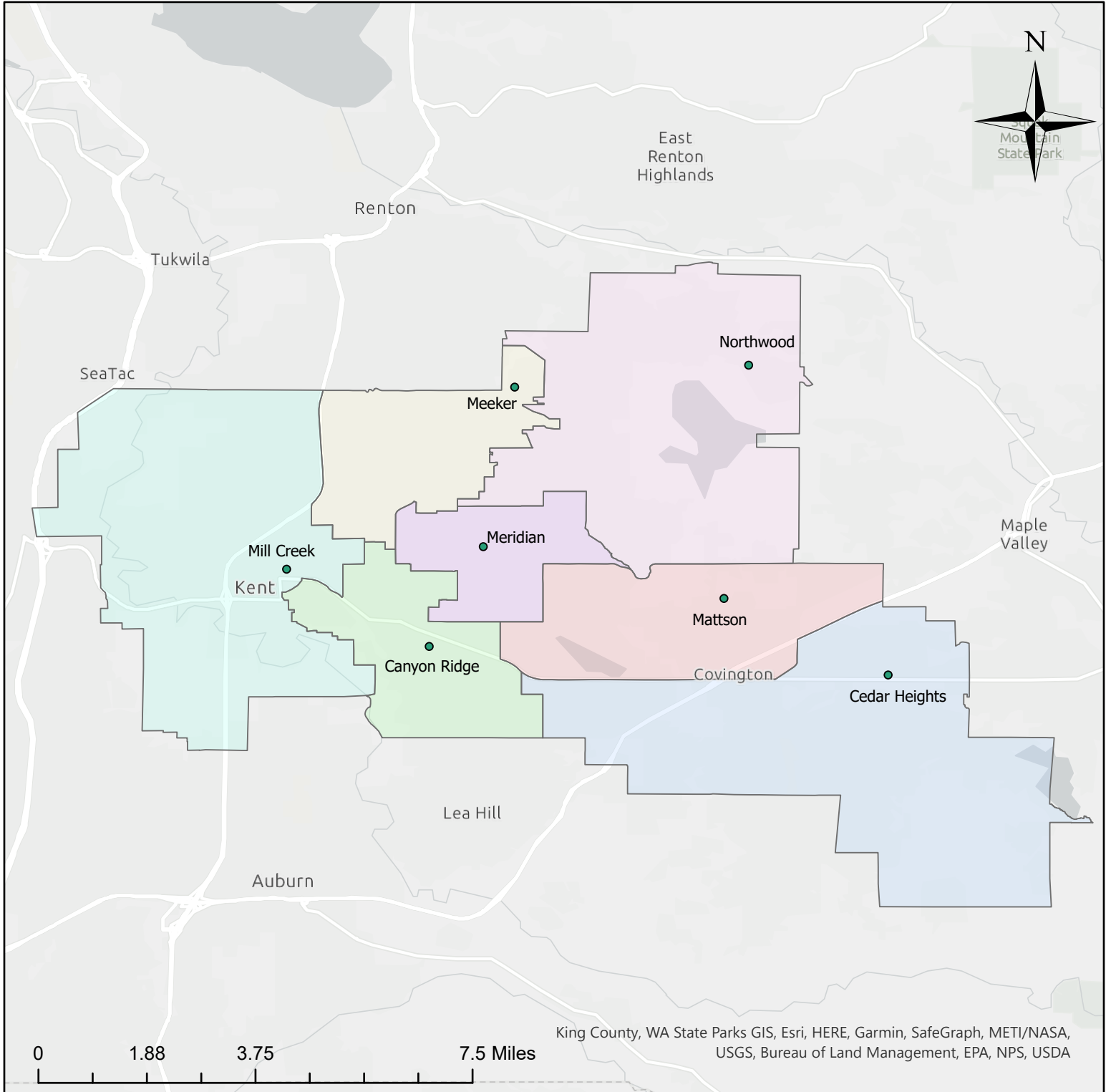
Legend

- | | |
|---|---|
| ● High School Buildings | Kentridge High School |
| Kent-Meridian High School | Kentwood High School |
| Kentlake High School | |

Kent School District 2024/2025 School Year

Middle School Boundaries

EXHIBIT C

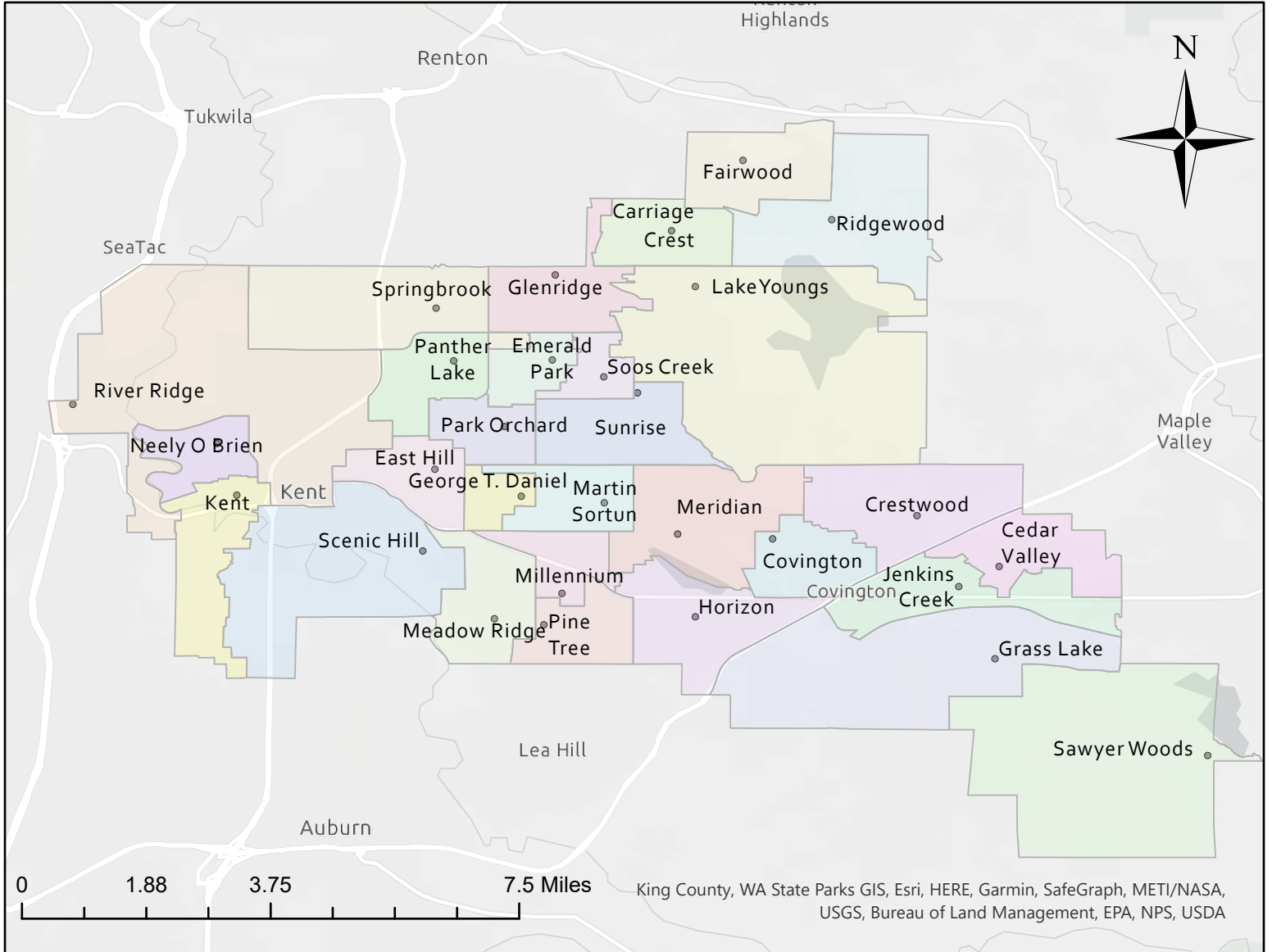


- | | | |
|-----------------------------|------------------------|--------------------------|
| Middle Schools | Mattson Middle School | Mill Creek Middle School |
| Cedar Heights Middle School | Meeker Middle School | Northwood Middle School |
| Canyon Ridge Middle School | Meridian Middle School | |

Kent School District 2024/2025 School Year

Elementary School Boundaries

EXHIBIT C



Carriage Crest Elementary	Fairwood Elementary	Meadow Ridge Elementary	Ridgewood Elementary
Cedar Valley Elementary	Glenridge Elementary	Meridian Elementary	River Ridge Elementary
Covington Elementary	Grass Lake Elementary	Millennium Elementary	Sawyer Woods Elementary
Crestwood Elementary	Horizon Elementary	Neely O'Brien Elementary	Scenic Hill Elementary
Daniel Elementary	Jenkins Creek Elementary	Panther Lake Elementary	Soos Creek Elementary
East Hill Elementary	Kent Elementary	Park Orchard Elementary	Springbrook Elementary
Emerald Park Elementary	Lake Youngs Elementary	Pine Tree Elementary	Sunrise Elementary
Martin Sortun Elementary			Elementary Schools

V - Six-Year Planning and Construction Plan

In November [2016](#), the voters of the Kent School District approved a bond measure for \$252 million. This bonding authority provided for the replacement of Covington Elementary school, which opened in August of 2018, the new River Ridge Elementary school, and our new Kent Laboratory Academy, which both opened in August 2021.

As a critical component of capital facilities planning, county and city planners and decision-makers are encouraged to consider safe walking conditions for all students when reviewing applications and design plans for new roads and developments. This should include sidewalks for pedestrian safety to and from schools and bus stops, as well as bus pull-outs and turn-arounds.

Included in this Plan is an inventory of potential projects and sites identified by the District which are potentially acceptable site alternatives in the future (*See Table 4 & Sitemap*).

Voter approved bond issues have included funding for the purchase of sites for future schools and district use; the sites acquired to date are included in this Plan. Some funding is secured for the purchase of additional sites but may also be funded with impact fees as needed. Not all undeveloped properties meet current school construction requirements, and some property may be traded or sold to meet future facility needs.

The Board will continue an annual review of standards of service and those decisions will be reflected in each update of the Capital Facilities Plan.

The Kent School District continues to make improvements to the facilities through completion of the 2016 Bond, 2018 Levy, and the recent voter approved 2024 Levy. At this moment the standing of the current measures are as follows:

Measure	Complete	In Progress	Not Started
2016 Bond	85%	13%	2%
2018 Levy	72%	13%	15%
2024 Levy	0%	14%	86%

The Kent School District anticipates and is planning to run a Bond in 2028 for additional emergent needs, differed maintenance, tenant improvement projects, and possible facility replacement.

As a part of the planning process, the District has been tracking a few major development projects which have affected enrollment and will continue to increase students' forecasts. On Meeker Street in Kent, we have seen several major apartment complexes, ETHOS and Midtown 64 Apartments. These continue to have an impact on enrollment as they fill up their newly built facilities. The Alexian Gateway Project is located on the corner of Military Road

EXHIBIT C

and Veterans Drive in Kent and began occupying its 283 units in 2023-2024.

In Covington, we are tracking a multi-family house development which has been approved and construction has begun. The 1700-unit Lakepointe Urban Community will fall within our enrollment boundary and proposed completion of Phase 4 is shown to be 2027.

Construction in the Kent School District boundaries have been steadily rising over the last five years and planned communities are now being recognized through the planning teams in multiple city and county jurisdictions we serve.

EXHIBIT C

KENT SCHOOL DISTRICT No. 415 Site Acquisitions and Projects Planned to Provide Additional Capacity

SCHOOL / FACILITY / SITE								LOCATION		Type	Status	Projected Completion Date	Projected Program Capacity	% for new Growth	
														Approximate	Approximate
# on Map	ELEMENTARY														

EXHIBIT C

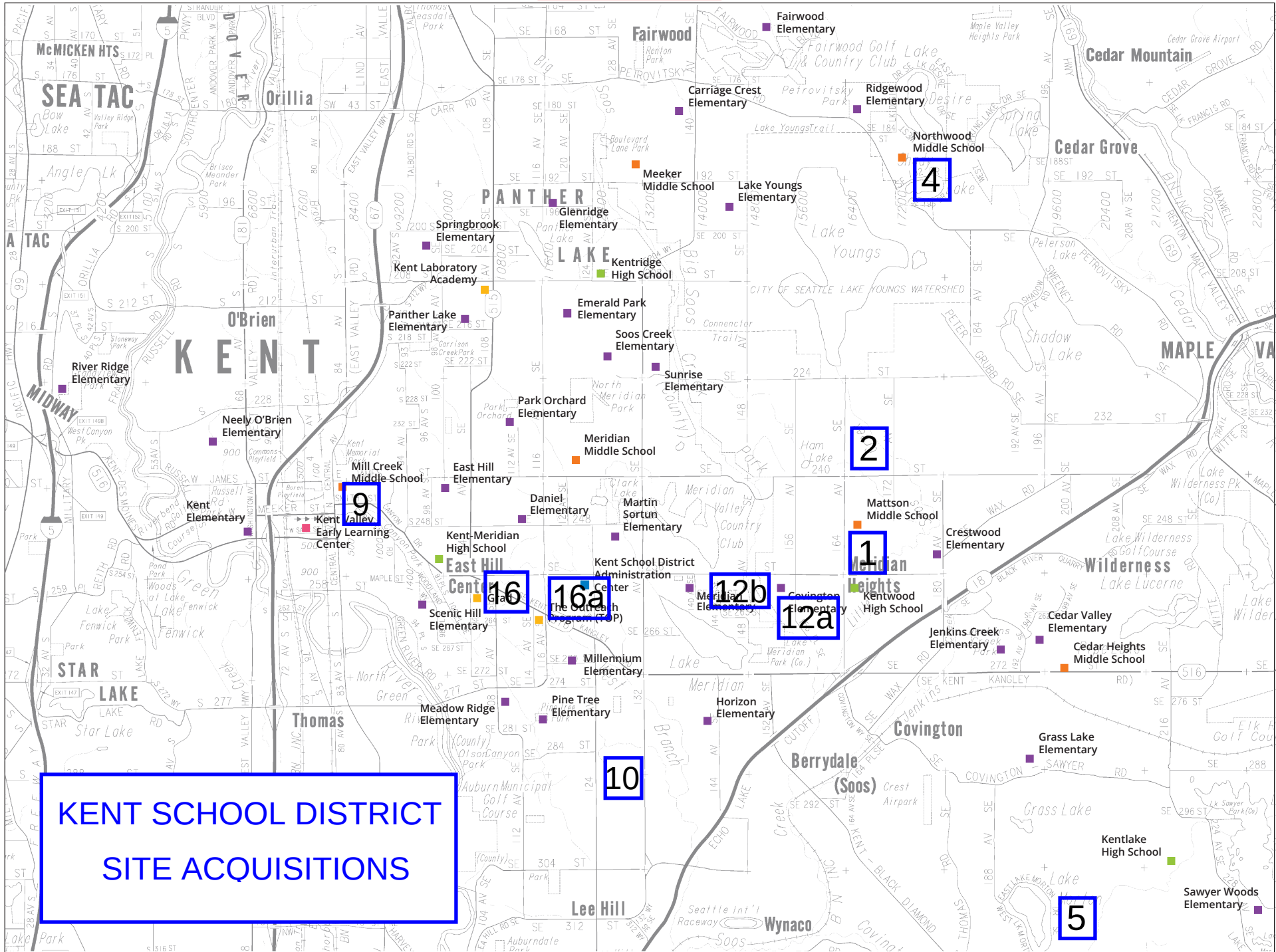
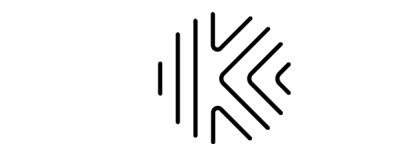


EXHIBIT C

APARTMENT PROJECTS WITH MULTIPLE BUILDINGS SHALL HAVE MONUMENT SIGNS ——— SHOWING THE STREET ADDRESSES OF EACH BUILDING AT EACH VEHICLE ENTRANCE TO THE SITE. EACH ETHICAL ENTRANCE SHALL ALSO HAVE AN ILLUMINATED SITE PLAN AND / OR DIRECTLY SIGNS. THE SIGNS SHALL SHOW THE LOCATION OF THE SIGN (THE VIEWER'S CURRENT LOCATION) AND ALL BUILDING ADDRESSES. DWELLING NUMBERS SHALL BE INCLUDED. THE MONUMENT SIGNS SHALL HAVE A CONTRASTING BACKGROUND COLOR. ALL SITE SIGNAGE TO BE PER OWNERS SPECIFICATION AND DESIGN AND UNDER SEPARATE PERMIT.

* INDICATE APPROXIMATE LOCATION OF ILLUMINATED BUILDING ADDRESS SIGNAGE. SIGNAGE FOR BUILDINGS MUST INCLUDE THE ENTIRE BUILDING ADDRESS AND STREET NAME. THE BUILDING ADDRESS SHALL BE NO LESS THAN SIX (6) INCHES IN HEIGHT. THE BUILDING SIGN SHALL HAVE A CONTRASTING BACKGROUND COLOR.

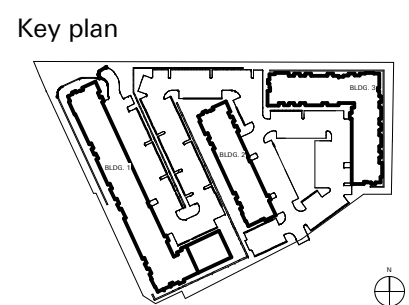


542 1st AVE. SOUTH, FLOOR 4
SEATTLE, WASHINGTON 98104

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Consultant

Owner
TCR
TRAMMELL CROW RESIDENTIAL



Professional Seal



ALEXAN
GATEWAY
APARTMENTS

23000 MILITARY RD S,
KENT, WA 98032

Drawn By RM
Project Manager RM
Job Number 075-18001
Date Of Original 12/13/19

Revisions	Mark	Date	Description
0	06/12/2019	PERMIT SET	
2	01/09/2020	REV 3 IT CD UPDATES	
6	05/22/2020	PC1 CORRECTIONS	

IFC SET
10/30/2020

UNIT
NUMBERING/
ADDRESSING
SHEET(1,2,3)

G.00.014

OLD MILITARY ROAD SOUTH

VETERANS DRIVE

1 UNIT NUMBERING PLAN
SCALE: 3/64" = 1'-0"

LEGEND

- ONE BEDROOM UNITS
- TWO BEDROOM UNITS
- THREE BEDROOM UNITS
- TYPE A UNITS
- NO UNIT - GARAGE ONLY
- BUILDING SIGNAGE



1. UNIT NUMBERS READ TOP TO
BOTTOM (FLOOR 1-4) AS
INDICATED ON THE UNIT STACK

11

Phase 1A - Maple Hills Division 5

Phase 1B - Approximate Years 2019-2024

Phase 2 - Approximate Years 2020-2025

Phase 3 - Approximate Years 2023-2028

Phase 4 - Approximate Years 2020-2027

EXHIBIT C

THE LOCATION OF DEVELOPMENT, INCLUDING ROADWAYS AND TRAILS, IS APPROXIMATE AND DOES NOT VEST TO THEIR SPECIFIC LOCATION. THE LOCATION OF ALL DEVELOPMENT WILL BE BASED ON EXISTING CONDITIONS AT THE TIME OF APPLICATION AND THE TERMS OF THE PLANNED ACTION, THE DEVELOPMENT AGREEMENT, AND APPLICABLE LOCAL, STATE, AND FEDERAL LAWS.


OAKPOINTE

January 30, 2017
Updated September 15, 2021

EXHIBIT C

-
- This aerial map illustrates a proposed park layout with several distinct zones and features. The map is overlaid on a satellite image of a residential neighborhood. Key elements include:
- Central Pond Feature:** A large blue area in the center of the park.
 - RCMU Parks:** Two areas labeled "RCMU PARKS" with areas of 97,621 SF (2.24 AC) and 14,185 SF (0.33 AC).
 - R-12 Parks:** Two areas labeled "R-12 PARKS" with areas of 7,254 SF (0.17 AC) and 12,500 SF (0.29 AC).
 - R-12 Open Space:** Three areas labeled "R-12 OPEN SPACE" with areas of 34,788 SF (0.80 AC), 4,549 SF (0.10 AC), and 572,210 SF (13.14 AC).
 - RCMU Open Space:** One area labeled "RCMU OPEN SPACE" with an area of 86,894 SF (1.99 AC).
 - MR Parks:** Two areas labeled "MR PARKS" with areas of 110,686 SF (2.54 AC) and 128,425 SF (2.95 AC).
 - Future Connection:** A red dashed line indicates a "FUTURE CONNECTION BEYOND PROPERTY BY OTHERS" leading to the intersection of SE 250th St and SE 198th Pl SE.
 - Other Features:** A "Covington Connector" road, a "SPECIAL PAVEMENT" area, and a "FUTURE CONNECTION BEYOND PROPERTY BY OTHERS" are also labeled.

NOTE:
THE LOCATION OF DEVELOPMENT, INCLUDING ROADWAYS AND TRAILS, IS APPROXIMATE AND DOES NOT VEST TO THEIR SPECIFIC LOCATION. THE LOCATION OF ALL DEVELOPMENT WILL BE BASED ON EXISTING CONDITIONS AT THE TIME OF APPLICATION AND THE TERMS OF THE PLANNED ACTION, THE DEVELOPMENT AGREEMENT, AND APPLICABLE LOCAL, STATE, AND FEDERAL LAWS.

COMBINED OPEN SPACE TABLE						
ZONE	GROSS ACREAGE	PARKS	OPEN SPACE*	POND	TOTAL AMENITIES	NET ACRES**
RCMU	91.25 AC	2.81 AC	1.99 AC	8.41 AC	13.21 AC	78.03 AC
MR	34.00 AC	5.78 AC	0.52 AC	2.43 AC	8.73 AC	25.27 AC
R-6	53.51 AC	0.55 AC	47.68 AC	0.00 AC	48.23 AC	5.27 AC
R-12	35.34 AC	1.53 AC	14.17 AC	7.67 AC	23.37 AC	11.98 AC
TOTAL	214.10 AC	10.67 AC	64.36 AC	18.51 AC	93.55 AC	120.55 AC

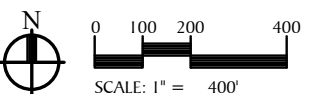
**NET ACRES EQUALS GROSS ACREAGE MINUS TOTAL AMENITIES

PARKS TABLE			OPEN SPACE TABLE			POND TABLE		
ZONE	SQ FOOTAGE	ACREAGE	ZONE	SQ FOOTAGE	ACREAGE	ZONE	SQ FOOTAGE	ACREAGE
RCMU	122,577 SF	2.81 AC	RCMU	86,984 SF	1.99 AC	RCMU	366,128 SF	8.41 AC
MR	251,910 SF	5.78 AC	MR	22,507 SF	0.52 AC	MR	106,040 SF	2.43 AC
R-6	24,020 SF	0.55 AC	R-6	2,077,056 SF	47.68 AC	R-6	0 SF	0.00 AC
R-12	66,492 SF	1.53 AC	R-12	617,234 SF	14.17 AC	R-12	334,094 SF	7.67 AC
TOTAL	464,999 SF	10.67 AC	TOTAL	2,803,691 SF	64.36 AC	TOTAL	806,262 SF	18.51 AC

Lakepointe Urban Village



Master Development Plan



January 30, 2017
Updated September 15, 2021

VI - Portable Classrooms

The Plan references use of portables as interim capacity for facilities.

Currently, the District utilizes portables to house students in excess of functional capacity and for program purposes at some school locations (*Please see Appendices A, B, C*).

Based on enrollment projections, implementation of full day kindergarten programs, lower state mandated class sizes, functional capacity, and no need for additional interim capacity, the District anticipates no need to purchase or lease additional portables during the next six-year period to ensure capacity requirement (Noted in section V. Six Yr. Planning Construction).

During the time period covered by this Plan, the District does not anticipate that all of the District's portables will be replaced by permanent facilities. During the useful life of some of the portables, the school-age population may decline in some communities and increase in others, and these portables provide the flexibility to accommodate the immediate needs of the community.

Portables may be used as interim facilities:

1. To prevent overbuilding or overcrowding of permanent school facilities.
2. To cover the gap between the times of demand for increased capacity and completion of permanent school facilities to meet that demand.
3. To meet unique program requirements.

Portables currently in the District's inventory are continually evaluated and maintained. The District's goal is to reduce the number of portables so we may provide an equitable learning environment for all.

The Plan projects that the District will use portables to accommodate interim housing needs for the next six years and beyond. The use of portables, their impacts on permanent facilities, life cycle and operational costs, and the interrelationship between portables, emerging technologies, and educational restructuring will continue to be examined.

EXHIBIT C

KENT SCHOOL DISTRICT FACTORS FOR ESTIMATED IMPACT FEE CALCULATIONS

Student Generation Factors - Single Family

Elementary	(Grades K - 5)	0.222
Middle	(Grades 6- 8)	0.092
Senior High	(Grades 9 - 12)	0.116
Total		0.430

Projected Increased Student Capacity

Elementary	0
Middle	0
Senior High (Academy)	0

Required Site Acreage per Facility

Elementary (required)	12
Middle (required)	25
Senior High (required)	40

New Facility Construction Cost

Elementary	\$68,000,000
Middle	\$155,000,000
Senior High	\$220,000,000

Temporary Facility Square Footage

Elementary	123,702
Middle	10,256
Senior High	21,296
Total	155,254

Permanent Facility Square Footage

Elementary	1,567,594
Middle	760,483
Senior High/Other	1,077,315
Total	3,405,392

Total Facilities Square Footage

Elementary	1,691,296
Middle	770,739
Senior High/Other	1,098,611
Total	3,560,646

Developer Provided Sites / Facilities

Value	0
Dwelling Units	0

Student Generation Factors - Multi-Family

Elementary	(Grades K - 5)	0.075
Middle	(Grades 6- 8)	0.030
Senior High	(Grades 9 - 12)	0.032
Total		0.137

OSPI - Square Footage per Student

Elementary	110
Middle	134
Senior High	144
Special Education	153

Average Site Cost / Acre

Elementary	\$161,678
Middle	\$0
Senior High	\$0

Temporary Facility Capacity & Cost

Elementary	@ 24	\$315,000
Middle	@ 28	\$315,000
Senior High	@ 32	\$315,000

State Funding Assistance Credit

District Funding Assistance Percentage	54.31%
--	---------------

Construction Cost Allocation

CCA - Cost/Sq. Ft.	\$375.00
--------------------	-----------------

District Average Assessed Value

Single Family Residence	\$657,970
-------------------------	------------------

District Average Assessed Value

Multi-Family Residence	\$320,116
------------------------	------------------

Bond Levy Tax Rate/\$1,000

Current Rate / 1,000 Tax Rate	\$0.46
-------------------------------	---------------

General Obligation Bond Interest Rate

Current Bond Interest Rate	4.37%
----------------------------	--------------

CPI Inflation Factor

Budget Preparations OSPI (www.k12.wa.us)	5.80%
---	--------------

* Reflects current facility construction

(APPENDIX A)

EXHIBIT C

KENT SCHOOL DISTRICT FACTORS FOR ESTIMATED IMPACT FEE CALCULATIONS

Site Acquisition Cost per Single Family Residence

Formula: $((\text{Acres} \times \text{Cost per Acre}) / \text{Facility Capacity}) \times \text{Student Generation Factor}$

	Required Site Acreage	Average Site Cost/Acre	Facility Capacity	Student Factor	
A 1 (Elementary)	12	\$161,678	0	0.222	
A 2 (Middle)	25	\$0	0	0.092	
A 3 (Senior High)	40	\$0	0	0.116	
Total	77	\$161,678	0	0.430	
					A ⇒ <u>\$0.00</u>

Permanent Facility Construction Cost per Single Family Residence

Formula: $((\text{Facility Cost} / \text{Facility Capacity}) \times \text{Student Factor}) \times (\text{Permanent} / \text{Total Square Footage Ratio})$

	Construction Cost	Facility Capacity	Student Factor	Footage Ratio	
B 1 (Elementary)	\$68,000,000	0	0.222	0.903	
B 2 (Middle)	\$155,000,000	0	0.092	0.984	
B 3 (Senior High)	\$220,000,000	0	0.116	0.998	
Total	\$443,000,000	0	0.430		
					B ⇒ <u>\$0.00</u>

Temporary Facility Cost per Single Family Residence (Portables)

Formula: $((\text{Facility Cost} / \text{Facility Capacity}) \times \text{Student Factor}) \times (\text{Temporary} / \text{Total Square Footage Ratio})$

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
C 1 (Elementary)	\$315,000	24	0.222	0.097	\$282.63
C 2 (Middle)	\$315,000	28	0.092	0.016	\$15.99
C 3 (Senior High)	\$315,000	32	0.116	0.020	\$23.57
Total	\$945,000	84	0.430		
					C ⇒ <u>\$322.20</u>

State Funding Assistance Credit per Single Family Residence (formerly "State Match")

Formula: $\text{Area Cost Allowance} \times \text{SFI Square Feet per student} \times \text{Funding Assistance \%} \times \text{Student Factor}$

	Construction Cost Allocated	SFI Sq. Ft. / Student	Assistance %	Student Factor	
D 1 (Elementary)	\$375.00	110	0.5431	0.222	\$4,973.44
D 2 (Middle)	\$375.00	134	0.5431	0.092	\$2,510.75
D 3 (Senior High)	\$375.00	144	0.5431	0.116	\$3,401.98
					D ⇒ <u>\$10,886.17</u>

Tax Credit per Single Family Residence

Average SF Residential Assessed Value (AAV)	\$657,970
Net Present Value (per EQ) (NPV)	8.32
Current Debt Service Rate / 1,000 (r)	0.05%

(Below used to calculate NPV)

Current Bond Interest Rate	4.37%
Years Amortized (10 Years)- Used in NPV Calculation	10

TC ⇒ \$2,534.98

Developer Provided Facility Credit

Facility / Site Value	Dwelling Units
0	0

FC ⇒ 0

Fee Recap **

A = Site Acquisition per SF Residence	\$0.00
B = Permanent Facility Cost per Residence	\$0.00
C = Temporary Facility Cost per Residence	\$322.20
Subtotal	\$322.20

D = State Match Credit per Residence	\$10,886.17
TC = Tax Credit per Residence	\$2,534.98
Subtotal	\$13,421.15

Total Unfunded Need (\$13,098.95)

50% Developer Fee Obligation (\$6,549)

FC = Facility Credit (if applicable) \$0

District Adjustment \$6,549

Net Fee Obligation per Residence - **Single Family** \$0.00

(APPENDIX B)

EXHIBIT C

KENT SCHOOL DISTRICT FACTORS FOR ESTIMATED IMPACT FEE CALCULATIONS

Site Acquisition Cost per Multi-Family Residence Unit

Formula: $((\text{Acres} \times \text{Cost per Acre}) / \text{Facility Capacity}) \times \text{Student Generation Factor}$

	Required Site Acreage	Average Site Cost/Acre	Facility Capacity	Student Factor	
A 1 (Elementary)	12	\$161,678	0	0.075	
A 2 (Middle)	25	\$0	0	0.030	
A 3 (Senior High)	40	\$0	0	0.032	
Total	77	\$161,678	0	0.137	
			2	A ⇒	\$0.00

Permanent Facility Construction Cost per Multi-Family Residence Unit

Formula: $((\text{Facility Cost} / \text{Facility Capacity}) \times \text{Student Factor}) \times (\text{Permanent} / \text{Total Square Footage Ratio})$

	Construction Cost	Facility Capacity	Student Factor	Footage Ratio	
B 1 (Elementary)	\$68,000,000	0	0.075	0.903	
B 2 (Middle)	\$155,000,000	0	0.030	0.984	
B 3 (Senior High)	\$220,000,000	0	0.032	0.998	
Total	\$443,000,000	0	0.137		
				B ⇒	\$0.00

Temporary Facility Cost per Multi-Family Residence Unit

Formula: $((\text{Facility Cost} / \text{Facility Capacity}) \times \text{Student Factor}) \times (\text{Temporary} / \text{Total Square Footage Ratio})$

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
C 1 (Elementary)	\$315,000	24	0.075	0.097	\$95.48
C 2 (Middle)	\$315,000	28	0.030	0.016	\$5.21
C 3 (Senior High)	\$315,000	32	0.032	0.020	\$6.50
Total	\$945,000	84	0.137		
				C ⇒	\$107.20

State Funding Assistance Credit per Multi-Family Residence (formerly "State Match")

Formula: $\text{Area Cost Allowance} \times \text{SPI Square Feet per student} \times \text{Funding Assistance \%} \times \text{Student Factor}$

	Area Cost Allowance	SPI Sq. Ft. / Student	Equalization %	Student Factor	
D 1 (Elementary)	\$375.00	110	0.5431	0.075	\$1,680.22
D 2 (Middle)	\$375.00	134	0.5431	0.030	\$818.72
D 3 (Senior High)	\$375.00	144	0.5431	0.032	\$938.48
				D ⇒	\$3,437.42

Tax Credit per Multi Family Residence

Average MF Residential Assessed Value (AAV)	\$320,116	
Net Present Value (per EQ) (NPV)	8.32	
Current Debt Service Rate / 1,000 (r)	0.05%	
(Below used to calculate NPV)		
Current Bond Interest Rate	4.37%	
Years Amortized (10 Years)- Used in NPV Calcula	10	
		TC ⇒ \$1,233.32

Developer Provided Facility Credit

Facility / Site Value	Dwelling Units	
0	0	FC ⇒ 0

Fee Recap **

A = Site Acquisition per Multi-Family Unit	\$0.00	
B = Permanent Facility Cost per MF Unit	\$0.00	
C = Temporary Facility Cost per MF Unit	\$107.20	
Subtotal		\$107.20
D = State Match Credit per MF Unit	\$3,437.42	
TC = Tax Credit per MF Unit	\$1,233.32	
Subtotal		\$4,670.73

Total Unfunded Need	(\$4,563.53)	
50% Developer Fee Obligation	(\$2,282)	
FC = Facility Credit (if applicable)	0	
District Adjustment	\$2,282	
Net Fee Obligation per Residential Unit - Multi-family	\$0.00	

VII - Projected Six-Year Classroom Capacity

As stated in Section IV, the functional capacity study is periodically updated for changes in special programs and reflects class size requirements, class size fluctuations etc. As shown in the Inventory and Capacity chart in Table 3, the functional capacity is also reflected in the capacity and enrollment comparison charts (*See Tables 5 & 5 a-b-c*).

Enrollment is electronically reported to OSPI on Form P-223 on a monthly basis and funding apportionment is based on Annual Average FTE (AAFTE). The first school day of October is widely recognized as the enrollment “snapshot in time” to report enrollment for the year.

Kent School District continues to be the fifth largest district (both FTE and headcount basis) in the State of Washington. The P-223 Headcount for October 2024 was 24,432, excluding ECSE and college-only Running Start students.

In October 2024, there were 1,159 students in 11th and 12th grade participating in the Running Start program at different colleges and receiving credits toward both high school and college graduation. Of these students, 629 attended classes only at the college (“college-only”) and are excluded from FTE and headcount for capacity and enrollment comparisons. Kent School District has one of the highest Running Start program participation rates in the State.

Based on the enrollment forecasts, permanent facility inventory and capacity, current standard of service, portable capacity, and future additional classroom space, the District plans to continue to satisfy the required capacity through the interim use of portables (*See Table 5 and Tables 5 a-b-c*).

While the District currently shows available capacity to address projected need on a purely statistical basis, there are a variety of extenuating factors that need to be considered. The Kent School District currently makes significant use of portables, which we do not consider as part of our permanent standard of service. We have included portable space in our interim capacity figures, and we do not count that as a permanent space solution. Kent School District is unusual in that it incorporates neighborhoods intersecting with 8 jurisdictions, including Kent, Covington, Auburn, Black Diamond, Maple Valley, Renton, unincorporated King County and SeaTac. The district covers 72 square miles and includes over 40 schools. Within this large geographic area, we expect to have pockets of localized capacity need that are not necessarily reflected in the aggregate figures. As one example, the Lakepointe Urban Village development in Covington may require new classroom capacity even as space may exist in schools on the far other end of the District’s boundaries.

PROJECTED ENROLLMENT and CAPACITY TOTAL DISTRICT

SCHOOL YEAR	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31			
	Actual	P	R	O	J	E	C	T	E	D
	35,494	35,494	35,494	35,494	35,494	35,494	35,494	35,494	35,494	
Permanent Functional Capacity ¹										
Changes to Permanent Capacity ¹										
Capacity Increase (F)										
Additional Permanent Classrooms	0	0	0	0	0	0	0	0	0	0
Permanent Program Capacity Subtotal	35,494	35,494	35,494	35,494	35,494	35,494	35,494	35,494	35,494	35,494
Interim Portable Capacity										
Elementary Portable Capacity Required	3,228	3,228	3,228	3,228	3,228	3,228	3,228	3,228	3,228	3,228
Middle School Portable Capacity Required	375	375	375	375	375	375	375	375	375	375
High School Portable Capacity Required	608	608	608	608	608	608	608	608	608	608
Interim Portable Capacity Total	4,211	4,211	4,211	4,211	4,211	4,211	4,211	4,211	4,211	4,211
TOTAL CAPACITY ¹	39,705	39,705	39,705	39,705	39,705	39,705	39,705	39,705	39,705	39,705
Total Enrollment/Projection ²	24,432	24,094	23,683	23,344	23,022	22,686	22,343	22,000	21,657	21,314
DISTRICT AVAILABLE CAPACITY	15,246	15,584	15,995	16,334	16,656	16,992	17,335	17,657	17,992	18,331

¹ Capacity is based on standard of service for programs provided and is updated periodically to reflect program changes.

² Projection Source: School Facilities Organization, Information and Condition of Schools (Report 1049)

EXHIBIT C**PROJECTED ENROLLMENT and CAPACITY****ELEMENTARY: Grades K - 5**

	Elementary Grade K-5									
SCHOOL YEAR	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31			
	Actual	P	R	O	J	E	C	T	E	D
Elementary Permanent Capacity ¹	16,696	16,696	16,696	16,696	16,696	16,696	16,696	16,696	16,696	
Additional Permanent Classrooms ²	0	0	0	0	0	0	0	0		
Permanent Program Capacity Subtotal	16,696	16,696	16,696	16,696	16,696	16,696	16,696	16,696		
Interim Portable Capacity	3,228	3,228	3,228	3,228	3,228	3,228	3,228	3,228		
TOTAL CAPACITY ¹	19,924	19,924	19,924	19,924	19,924	19,924	19,924	19,924		
ENROLLMENT / PROJECTION ²	11,401	11,237	11,046	10,815	10,575	10,474	10,304			
SURPLUS (DEFICIT) CAPACITY	8,496	8,660	8,851	9,082	9,322	9,423	9,593			

¹ Capacity is based on standard of service for programs provided and is updated periodically to reflect program changes.

² Projection Source: School Facilities Organization, Information and Condition of Schools (Report 1049)

EXHIBIT C**KENT SCHOOL DISTRICT No. 415
PROJECTED ENROLLMENT and CAPACITY****MIDDLE SCHOOL: Grades 6 - 8**

	Middle School Grade 6-8						
SCHOOL YEAR	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
	Actual	P R O J E C T E D					
Middle School Permanent Capacity ¹	7,216	7,216	7,216	7,216	7,216	7,216	7,216
Changes to Middle School Capacity	0	0	0	0	0	0	0
Permanent Program Capacity Subtotal	7,216	7,216	7,216	7,216	7,216	7,216	7,216
Portable Interim Capacity ¹	375	375	375	375	375	375	375
TOTAL CAPACITY ¹	7,591	7,591	7,591	7,591	7,591	7,591	7,591
ENROLLMENT / PROJECTION ²	5,815	5,717	5,632	5,633	5,640	5,484	5,361
SURPLUS (DEFICIT) CAPACITY	1,776	1,874	1,959	1,958	1,951	2,107	2,230

1 Capacity is based on standard of service for programs provided and is updated periodically to reflect program changes.

2 Projection Source: School Facilities Organization, Information and Condition of Schools (Report 1049)

EXHIBIT C

KENT SCHOOL DISTRICT No. 415
PROJECTED ENROLLMENT and CAPACITY

HIGH SCHOOL: Grades 9 - 12

SCHOOL YEAR	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31			
	Actual	P	R	O	J	E	C	T	E	D
Senior High Permanent Capacity ¹	10,097	10,097	10,097	10,097	10,097	10,097	10,097	10,097	10,097	
Changes to High School Capacity	0	0	0	0	0	0	0	0	0	
Permanent Program Capacity Subtotal	10,097	10,097	10,097	10,097	10,097	10,097	10,097	10,097	10,097	
Portables Interim Capacity 1	608	608	608	608	608	608	608	608	608	
TOTAL CAPACITY ¹	10,705	10,705	10,705	10,705	10,705	10,705	10,705	10,705	10,705	
ENROLLMENT / PROJECTION ²	7,216	7,140	7,005	6,896	6,807	6,728	6,678	6,678	6,678	
SURPLUS (DEFICIT) CAPACITY	3,489	3,565	3,700	3,809	3,898	3,977	4,027	4,027	4,027	

¹ Capacity is based on standard of service for programs provided and is updated periodically to reflect program changes.

² Projection Source: School Facilities Organization, Information and Condition of Schools (Report 1049)

VIII - Finance Plan

The finance plan shown on *Table 6* demonstrates how the Kent School District plans to finance improvements for the years 2024-2025 through 2030-2031. The financing components include secured and unsecured funding and impact fees. The plan is based on future bond issues, state school construction assistance, collection of impact fees under the State Growth Management Act and voluntary mitigation fees paid pursuant to State Environmental Policy Act.

In November 2016, the District held a special election to approve the authorization of \$252,000,000 in bonding authority. The projects described below are part of this authorization. The first series of bonds (\$80 million) were issued in February 2017, which funded the Covington Elementary Replacement School, as well as other infrastructure projects. Impact fees were used at both River Ridge Elementary School and Kent Laboratory Academy projects due to escalation in construction pricing across the Pacific Northwest.

According to RCW 82.02.090, the definition of an impact fee is ". . . a payment of money imposed upon development as a condition of development approval to pay for public facilities needed to serve new growth and development, and that is reasonably related to the new development that creates additional demand and need for public facilities, that is a proportionate share of the cost of the public facilities, and that is used for facilities that reasonably benefit the new development. 'Impact fee' does not include a reasonable permit or application fee." Mitigation or impact fees can be calculated on the basis of "unhoused student need" or "the maintenance of a district's level of service" as related to new residential development.

A mitigation/impact fee may be imposed based upon a determination of insufficient existing permanent and/or interim portable school space or to pay for permanent and/or newly acquired interim portable school space previously constructed as a result of growth in the district. A district's School Board must first approve the application of the mitigation or impact fees and, in turn, approval must then be granted by the other general government jurisdictions having responsibility within the district, counties, cities and towns (Kent, Covington, Renton, Auburn, Black Diamond, Maple Valley, SeaTac, and Unincorporated King County).

Though the current enrollment projections increase for both elementary and secondary schools are relatively flat, the ongoing need to provide permanent instructional facilities to house students is a driving need as the shifts in our family populations continue, due to ongoing development. Previously collected impact fees may be used to support and address the challenges related to the number of interim instructional facilities currently in use, the replacement of some of these aged facilities, the maintenance of the district's level of services, and the potential expansions to existing facilities in future years.

The Kent School District 2024-2025 CFP update includes continued execution of the 2016 Capital Bond Projects, the 2018 Levy Projects, and the data collection and review of our Facility Assessment Reports. The District Facilities and Capital Planning Teams had come together and joined the Capital

EXHIBIT C

Bond Planning Task Force (CBPTF) which included District personnel, design professionals, teaching staff, student voices, as well as community members who collaborated and discussed the District's needs. The initial plan revealed priorities including school replacement due to age, and the need for added permanent facilities to (1) reduce and eliminate our need for portables and (2) accommodate future growth as housing in the Kent region continues to expand. We started with a list of 2 billion in needs and through itemizing and prioritizing, we brought the list of essential projects to 495 million. This list was brought before the District's Board of Directors for comments, discussion, and approval. A Capital Bond Measure followed and went out to vote in April 2023 and did not pass with voter approval.

After the failure to pass the 2023 Bond, we re-evaluated needs as well as next steps. Surveys went out to the community to see what people would like to prioritize from the list of needed projects. A new list of projects was presented through the 2023 Levy in November. This levy did not pass. This list was again taken and revised to prioritize projects that are critical to operations and life safety within our buildings. In April we set forth our 2024 Levy to a vote, which also did not receive the needed support to pass. We once again reduced the Levy list to include only emergent needs to critical building operations, and the measure was approved by voters in November of 2024.

Future updates to this Capital Facilities Plan will include details of any adopted planning. With the opening of Canyon Ridge Middle School, our sixth grade moving from elementary to middle school, and our boundary change, we have advanced opportunities to even out capacity at each site to accommodate our programs, district-wide site capacity, and student-based needs.

For the Six-Year Finance Plan, costs of future schools are based on estimates from Kent School District Capital Planning Team. Please see pages 13-14 for a summary of the cost basis.

Cost Basis Summary

For impact fee calculations, construction estimated costs are based on the last elementary school built in Kent, adjusted for inflation, and projected cost future elementary school, as well as average pricing of nearby school districts recently built new middle and new high school projects.

Project	Projected Cost
New Elementary School	\$68,000,000
New Middle School	\$155,000,000
New High School	\$220,000,000

Site Acquisition Cost

The site acquisition cost is based on an average cost of sites purchased or built on within the last ten years. Please see Table 7 for a list of site acquisition costs and averages.

District Adjustment

The impact fee calculations on Appendix B & C result in a zero-dollar impact fee total for this year but may be adjusted if needed per RCW 36.70A.130(2)(b) provision.

EXHIBIT C

KENT SCHOOL DISTRICT No. 415 SIX-YEAR FINANCE PLAN

										Secured	Unsecured	Impact
SCHOOL FACILITIES	*	2022	2023	2024	2025	2026	2027	2028	TOTAL	Local & State	State ² or Local ³	Fees ⁵
											Estimated	Estimated
PERMANENT FACILITIES												
No School Projects at this time.									\$0			
TEMPORARY FACILITIES												
Additional portables ³⁻⁴									\$0			
OTHER												
N / A												
Totals		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

* F = Funded U = Unfunded

NOTES:

² The District anticipates receiving some State Funding Construction Assistance for some projects.

³ Facility needs are pending review. Some of these projects may be funded with impact fees.

⁴ Cost of portables based on current cost and adjusted for inflation for future years.

⁵ Fees in this column are based on amount of fees collected to date and estimated fees on future units.

EXHIBIT C

KENT SCHOOL DISTRICT No. 415 Site Acquisitions & Costs Average of Sites Purchased, Sold or Built on within last 10 Years

Type & # on Map	School / Site	Year Open / Purchased Sold	Location	Acreage	Cost/Price	Avg cost-price/acre	Total Average Cost / Acre
Elementary	No Acquisitions for Elemenary Schools			0.00	\$0		
			Elementary Site Subtotal	0.00	\$0		\$0 Elem site average
Middle School	No Acquisitions for Middle Schools			0.00	\$0		
			Middle School Site Subtotal	0.00	\$0		\$0 Middle Schl Site Avg.
Senior High	No Acquisitions for High Schools			0.00	\$0		\$0
			Senior High Site Subtotal	0.00	\$0		\$0 Sr Hi Site Average
Note: All rural sites were purchased prior to adoption of Urban Growth Area. Numbers correspond to locations on Site Bank & Acquisitions Map on Page 17.							
1 / Urban	Site - Covington area North (So of Mattson MS)	1984					
2 / Rural	Site - Ham Lake east (Pollard)	1992					
4 / Urban	Site - Shady Lake (Sowers-Blaine-Drahota-Paroline)	1995					
5 / Rural	Site - SE of Lake Morton area (West property)	1993					
9 / Rural	Site - McMillan Assemblage (South of MC)	98 - 04					
10 / Urban	Site - Yeh-Williams (W of 132 Ave SE at SE 288)	1999					
12a / Urban	Site - 156th Ave. SE Covington (Wikstrom)	2004					
12b / Urban	Site - SE 256th St. Covington (West of CO)	2004					
16	Site - 11027 SE Kent-Kangley, WA 98030	2023	Site - 11027 SE Kent-Kangley, WA 98030	0.9	\$1,382,696.90	Land included building	
16a	Site - 11109 SE Kent-Kangley, WA 98030	2023	Site - 11109 SE Kent-Kangley, WA 98030	0.84	\$1,744,009.52	Land included building	
				Total Acreage & Cost		Total Average Cost / Acre	
				0.00	\$0	#DIV/0!	
				0	0	0	

Table 7

IX - Summary of Changes to June 2025 Capital Facilities Plan

The Capital Facilities Plan (the "Plan") is updated annually based on previous Plans in effect since 1993. The primary changes from the June 2024 Plan are summarized here.

Capacity changes continue to reflect fluctuations in class size ratio and program changes. Changes in portables or transitional capacity reflect use, lease or purchase, sale, surplus and/or movement between facilities.

The District worked with Educational Data Solutions, LLC to update student generation factors. The updated rates are included in the body of the Plan.

The District expects to receive some State Funding Assistance (formerly called "state matching funds") for projects in this Plan and tax credit factors are updated annually. Unfunded site and facility need will be reviewed in the future.

The impact fees for 2025 calendar year will result in no collection of impact fees for both Single-Family and Multi-Family due to the capacity study completed in spring 2025.

EXHIBIT C

KENT SCHOOL DISTRICT FACTORS FOR ESTIMATED IMPACT FEE CALCULATIONS

X - Appendices

Changes to Impact Fee Calculation Factors Include:

ITEM	Grade /Type	FROM	TO	Increase/ Decrease	Comments
Student Generation Factor	Elem	0.229	0.222	-0.007	
Single Family (SF)	MS	0.087	0.092	0.005	
	SH	0.113	0.116	0.003	
	Total	0.429	0.430	0.001	
Student Generation Factor	Elem	0.109	0.075	-0.034	
Multi-Family (MF)	MS	0.037	0.030	-0.007	
	SH	0.054	0.032	-0.022	
	Total	0.200	0.137	-0.063	
State Funding Assistance Ratios ("State Match")		52.88%	54.31%	1.43%	Per OSPI Website
Area Cost Allowance		\$375.00	\$375.00	0.000	Per OSPI Website Link
Average Assessed Valuation (AV)	SF	\$594,679	\$657,970	63,291	King County
AV - Average of Condominiums & Apts.	MF	\$310,811	\$320,116	9,305	King County
Debt Service Capital Levy Rate / \$1000		\$1.11	\$0.46	(\$0.65)	Per King Co. Assessor Report
General Obligation Bond Interest Rate		3.48%	4.37%	0.89%	Bond Buyers 20 year GO Index
Impact Fee - Single Family	SF	\$0.00	\$0.00	\$0.00	No Change
Impact Fee - Multi-Family	MF	\$0.00	\$0.00	\$0.00	No Change

EXHIBIT D

TAHOMA SCHOOL DISTRICT NO. 409
Maple Valley, Washington

MEMORANDUM

June 10th, 2025

TO: Tahoma School Board

FROM: Kyle Hood
Director of Operations

Subject: 2025-10 Capital Facilities Plan for 2025/26

Request: Approve Resolution 2025-10 Capital Facilities Plan for 2025-2030

Background: The Capital Facilities Plan is a report that comes out every year as a six-year report. The purpose of the report is to look at our facilities and enrollment projections for the coming years and make quality decisions based on the needs and current realities of our facilities. This report is required in order to collect impact fees.

ACTION: Please approve the Resolution 2025-10 Capital Facilities Plan for 2025-2030 that include the following attachments

- Capital Facilities Plan
- Determination of Non-Significance
- SEPA Checklist

EXHIBIT D

TAHOMA SCHOOL DISTRICT NO. 409 Maple Valley, Washington

Resolution No. 2025-10 Capital Facilities Plan for 2025-2030

WHEREAS, the Tahoma School District No. 409 is required to adopt the Capital Facilities Plan for the 2025-2030 school years; and,

WHEREAS, the Board of Directors is satisfied with the plan;

THEREFORE, BE IT RESOLVED that the Board of Directors of the Tahoma School District No. 409, on this 10th day of June, 2025, approves the Capital Facilities Plan for the 2025 - 2030 school years.

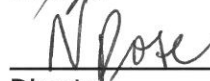
ADOPTED THIS 10th day of June, 2025.



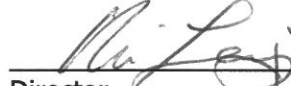
President



Director



Director



Director



Director

Attest:



Secretary

CAPITAL FACILITIES PLAN

2025 to 2030

**Tahoma School District
No. 409**

Adopted: June 10, 2025

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**TAHOMA SCHOOL DISTRICT NO. 409
2025
CAPITAL FACILITIES PLAN - UPDATE**

Summary:

In accordance with King County Code 21A.43, this update has been prepared to reflect current conditions in facility usage and needs. District Board Policy 6900 requires that "changing demographic factors shall be monitored in order that students' needs are met when the future becomes the present." A Facilities Planning Committee reviews facility availability and demographics to place students in an environment that meets the educational needs of the students and that is consistent with the educational philosophy and the instructional goals of the District.

Tahoma continues to have the largest number of public-school students per household of any school district in King County. The estimates from this year suggest that the District enrolls about 56 students for every 100 new housing units built.

Recent demographic trends suggest that growth has slowed. There are regional trends, for example, like births, population growth, and home sales that are likely to impact enrollment now and in the near future. The District intends to monitor enrollment and demographic trends closely and will include relevant information in the future updates to this CFP.

Following a period of modest growth, The Tahoma School District saw a small net increase in enrollment over the past year, but kindergarten enrollment came in lower than expected. The sluggish real estate market and the slow construction of new homes is likely contributing to this trend. Tahoma saw a small net gain of 51 students over the past year. Net gains over the past two years have been smaller than the trends we were seeing before the pandemic. However, elementary enrollment is still lower than it was prior to the pandemic. In 2015, the total student headcount was 7,913 and in October 2024 the count was 8,928, an increase of 11.4% percent. Current enrollment, along with projections presented herein, indicates that the enrollment growth overall will continue over the next six years, reaching a headcount total of 9,152 by the 2030-31 school year.

The District created a Housing Committee in 2020, composed of staff and community members, to review and propose solutions for long term capacity needs. The Committee delivered initial considerations to the District's Board of Directors in December 2022. Thereafter, the District formed a Bond Advisory Committee to consider the Housing Committee considerations along with other District planning needs. The BAC recommendations contemplate several capacity and non-capacity proposals. To address short-term enrollment growth and related capacity needs at the middle and high school levels, the District's Bond Advisory Committee (BAC) has discussed near term additions at Summit Trail Middle School and Tahoma High School. Other recommendations include a new elementary school as well as safety and security projects, playfield improvements, and equitable warm/safe/dry projects throughout the district. The Board reviewed the BAC recommendations and asked District administration for additional details and potential options.

EXHIBIT D

In 2024 the Capital Facilities Committee (CFC) was formed to develop recommendations for a potential future construction bond proposal. The District anticipates that, subject to Board and voter approvals, the two additional projects would be constructed and complete within the six years planning period of this CFP.

The District's next Capital Facilities Plan update will provide updated information related to any final Board actions in response to the BAC and CFC recommendations. Based on current enrollment projections and capacity needs, the District anticipates the need for growth-related capacity at the secondary level. The BAC & Current CFC recommended planning solutions are identified in the Facilities Needs and Financial Plan section of this CFP.

EXHIBIT D

SIX-YEAR ENROLLMENT PROJECTIONS

The District consulted with William L. (“Les”) Kendrick Ph.D., an independent demographer, to gain a better understanding of the current reality for Tahoma. The demographer uses a modified cohort survival method to forecast future enrollment. The method considers a variety of factors to evaluate the potential student population growth for the years 2025 through 2034. These factors include: projected births, projected growth in the K-12 population, and a model which considers growth in population and housing within the District’s boundaries. The 2025 updated projections remain fairly consistent with those prepared in 2024.

K-12 enrollment in the four-county Puget Sound area is still lower than it was before the pandemic. Over the past year, however, there was a net increase of over 2,900 students across the four counties (King, Kitsap, Pierce, and Snohomish). This is the largest increase in enrollment we have seen since before the pandemic. In King County specifically, enrollment grew by 873 students.

Tahoma remains the most “family-friendly” district in King County, with more K-12 public per household than any other district. Additionally, the District has a high “student generation rate” from new single-family homes with 93 students per 100 homes built. These factors suggest that as the housing market recovers, Tahoma will continue to see net gains in enrollment.

Calculations based on the updated enrollment data indicate that growth will occur over the next six years, but at a slower rate. Current enrollment of 8,928 (October 2024) is projected to increase to 8,964 (HC) in the 2025-26 school year – an increase of 0.5% percent. K-5 may see a slight overall decrease while 6-8 and 9-12 may experience enrollment growth.

The District will continue to monitor new residential development given the direct relationship to enrollment increases. Appendix A-1 includes the District’s enrollment history and six-year enrollment projections.

EXHIBIT D

STANDARD OF SERVICE AND AVAILABILITY OF SPACE

The Standard of Service identified by the Tahoma School District in keeping with Board Policy 6900 is to "...accommodate the educational needs of students and be consistent with the educational philosophy and instructional goals of the District." State legislation and contract agreement with the Tahoma Education Association identify the Certificated staff mandate for maximum classroom size.

The District's standard of service is based on funded implementation of K-3 class size reduction. The District has fully implemented All Day Kindergarten.

Standards of Service for Elementary School Students:

1. Class size for grades K-3 average 17 and 4-5 average 26.
2. Special Education is delivered through both pull-out services and self-contained classrooms at all elementary sites.
3. All students are provided Art, STEM, Music, FRS and Physical Education in self-contained classrooms.
5. Gifted education is offered as either pullout or self-contained classes (average class size is 20).
6. Remedial services are offered as pull-out models and utilize space available in each school.
7. The District has/will relocate students of one grade level to facilities of another grade level to take advantage of available excess capacity. The District will continue such actions as necessary.

Standards of Service for Senior and Middle School Students:

1. Class sizes for grades 6-8 average 30 and class sizes for grades 9-12 average 32.
2. Self-contained special education classes are offered in all buildings.
3. Advanced vocational classes have less than average number of enrollees.
4. Classes are utilized during the day for planning and student consultation.
5. Certain specialty classes, such as visual and performing arts, health and fitness, drama, band, and all vocational courses are not always conducive for scheduling general classes. The district utilizes these specialty areas to the greatest extent possible.
6. The District has/will relocate students of one grade level to facilities of another grade level to take advantage of available excess capacity. The District will continue such actions as necessary.

The District recently reviewed the utilization of its school facilities and has adjusted the total capacity numbers for each school to reflect actual building use.

EXHIBIT D

At this time, enrollment figures show the District has facility capacity for the following schools:

Cedar River Elem	K-5	Is under capacity by 188 students in permanent facilities and is 280 students under capacity when considering relocatable facilities.
Glacier Park Elem	K-5	Is over capacity by 204 students in permanent facilities and 72 students under capacity when considering relocatable facilities.
Lake Wilderness Elem	K-5	Is under capacity by 37 students in permanent facilities and 129 students under capacity when considering relocatable facilities.
Rock Creek Elem	K-5	Is over capacity by 90 students in permanent facilities and 140 under capacity when considering relocatable facilities.
Shadow Lake Elem	K-5	Is under capacity by 53 students in permanent facilities and 145 students under capacity when considering relocatable facilities.
Tahoma Elem	K-5	Is over capacity by 69 students in permanent facilities and 69 students under capacity when considering relocatable facilities.
Maple View Middle *90%	6-8	Is under capacity by 70 students in permanent facilities.
Summit Trail Middle *90%	6-8	Is over capacity by 114 students in permanent facilities and under capacity by 43 students when considering relocatable facilities.
Tahoma High *80%	9-12	Is over capacity by 644 students in permanent facilities and over capacity by 533 students when considering relocatable facilities.

EXHIBIT D

INVENTORY OF PERMANENT FACILITIES

Instructional Facilities

			Permanent Capacity	Temporary Capacity	October 24 Head Enrollment
Cedar River Elementary	K-5	22516 Sweeney Road SE Maple Valley, 98038	782	92	594
Glacier Park Elementary	K-5	23700 SE 280 th Maple Valley, 98038	598	276	802
Lake Wilderness Elementary	K-5	24216 Witte Road SE Maple Valley, 98038	759	92	722
Rock Creek Elementary	K-5	25700 Maple Vly-Black Dmd Rd SE Maple Valley, 98038	598	230	688
Shadow Lake Elementary	K-5	22620 Sweeney Road SE Maple Valley, 98038	529	92	476
Tahoma Elementary	K-5	24425 S.E. 216 th Maple Valley, 98038	621	138	690
Maple View Middle School	6-8	18200 SE 240 th Kent, 98042	1,122	0	1,052
Summit Trail Middle School	6-8	25600 SE Summit-Landsburg Rd. Ravensdale, 98051	992	157	1,106
Tahoma High School	9-12	23499 SE Tahoma Way Maple Valley, 98038	2,154	111	2,798

Support Facilities

Central Services Center	25720 Maple Valley Black Diamond Rd SE Maple Valley, 98038
Transportation	22050 SE Petrovsky Road Maple Valley, 98038
Central Kitchen	25638 SR 169 Maple Valley, 98038
Technology and Maintenance	18200 SE 240 th Kent, 98042

EXHIBIT D

PROJECTED ENROLLMENT AND CAPACITY

To address K-5 capacity needs, new permanent modular classrooms were added at Cedar River Elementary School in the spring of 2022, increasing permanent capacity at that school by just over 200 students. Glacier Park Elementary added new temporary portable classrooms in the Summer of 2022 increasing temporary capacity at that school by about 50 students.

The District continues to review enrollment increases and related housing needs, as well as planned capacity improvements. The District currently anticipates capacity additions at Summit Trail Middle School and Tahoma High School. Future updates to this CFP will include any adopted adjustments as well as updated information from the Tahoma School Board related to planned new capacity. Action would be needed by the board to place a bond before the voters; leading to the voter's approval of the construction bond. The District will continue to use relocatable facilities to address growth needs and deficiencies. In particular, the District plans to closely monitor capacity needs and add or adjust (for example, moving portables from one grade level to another grade level, if possible based on site and facility conditions) relocatable capacity as necessary depending on actual enrollment growth. Note that the District uses relocatable capacity as a temporary remedy only.

EXHIBIT D

PROJECTED ENROLLMENT AND CAPACITY (2025 - 2030)

Elementary (K-5)	2025	2026	2027	2028	2029	2030
Permanent Program Capacity	3,887	3,887	3,887	3,887	3,887	3,887
Total Relocatable Capacity	920	920	920	920	920	920
Total Capacity	4,807	4,807	4,807	4,807	4,807	4,807
Projected Enrollment	3907	3852	3765	3715	3660	3727
Available Capacity (Temp. & Perm. Facilities)	900	955	1042	1092	1147	1080

Middle Schools (6-8)	2025	2026	2027	2028	2029	2030
Permanent Program Capacity*	2,114	2,114	2,114	2,114	2,114	2,411^
Total Relocatable Capacity	157	157	157	157	157	157
Total Capacity	2,271	2,271	2,271	2,271	2,271	2,568
Projected Enrollment	2194	2272	2386	2363	2345	2209
Available Capacity (Temp. & Perm. Facilities)	77	-1	-115	-92	-74	359

*Assumes a 90% utilization factor

^Added permanent capacity for 300 students at Summit Trail Middle School

High School (9-12)	2025	2026	2027	2028	2029	2030
Permanent Program Capacity*	2,154	2,154	2,154	2,154	2,154	2,498^
Total Relocatable Capacity	111	111	111	111	111	111
Total Capacity	2,265	2,265	2,265	2,265	2,265	2,609
Projected Enrollment	2862	2898	2916	3051	3100	3215
Available Capacity (Temp. & Perm. Facilities)	-597	-633	-651	-786	-835	-606**

* Assumes an 80% utilization factor

^Added permanent capacity at Tahoma High School

**As needed, utilization factors may be changed and/or portable adjustments performed to address deficiencies.

EXHIBIT D

For the District's internal planning review only, the following chart identifies the projected enrollment and capacity analysis for each grade band using the District's ten-year enrollment projections (through the 2034-35 school year). The chart assumes that the District will not add or adjust any new permanent or temporary capacity, nor adjust programmatic requirements, within the ten-year planning period. It also assumes that the enrollment projections included in Appendix A hold steady through the 2034-35 school year. However, enrollment projections are generally most accurate for the initial years of the forecast period. Moving further into the future, more assumptions about economic conditions, land use, and demographic trends in the area affect the projection. As such, the projected enrollment for 2034-35 should be viewed through that lens. The District will continue to update its projections on a regular basis. The projections below show a high utilization rate for the middle and high school levels. This means that during planning periods, those spaces would be used by another teacher, e.g. "teacher on a cart". It also includes temporary capacity, which is not intended to be a long-term or desired capacity solution.

PROJECTED ENROLLMENT AND CAPACITY @ 100% capacity (2034-35 school year)

	K-5	6-8	9-12
Projected Enrollment	4,046	2,283	3,174
Permanent Capacity	3,887	2,349	2,693
Total Capacity (Temp/Perm)	4,807	2,523	2,831
Available Capacity (Temp/Perm)	761	240	-343

EXHIBIT D

A projection of space based on a more recognized capacity usage is shown below. At the middle and high school levels not every classroom is used 100% of the time for the duration of the school day. The available capacities below are shown using an 80% utilization for the high school level and 90% utilization for the middle school level, as this would provide for some teachers to access space during others' planning periods while also taking into consideration that some classrooms cannot accommodate "teacher on a cart" models, e.g. science, P.E., etc. This projection also relies on temporary capacity.

PROJECTED ENROLLMENT AND CAPACITY @ 90% (6-8) and 80% (9-12) capacity (2034-35 school year)

	K-5	6-8	9-12
Projected Enrollment	4,046	2,283	3,174
Permanent Capacity	3,887	2,114	2,154
Total Capacity (Temp/Perm)	4,807	2,271	2,265
Available Capacity (Temp/Perm)	761	-12	-909

FACILITY NEEDS AND FINANCIAL PLAN**Needs Forecast:**

To meet expected enrollment increases and to address other facility needs, the District in recent years completed several bond projects and implemented grade reconfiguration. The District is now planning for additional capacity projects at all three grade levels. The middle and high school projects are growth related.

The District's voters funded a \$195M bond in 2013. The District's completion of the 2013 bond projects and associated grade reconfiguration help to address continuing enrollment growth. Conversion of the former Tahoma High School to Maple Valley Middle School (grades 6-8), renaming of and grade reconfiguration at the former Tahoma Junior High School to Summit Trail Middle School (grades 6-8), complete in August 2017, resulted in a net 214 new seats at the 6-8 level. The construction, conversion, and grade reconfiguration at the former Tahoma Middle School (to Tahoma Elementary School) and former Cedar River Middle School (to Cedar River Elementary School) were complete in August 2017. The Tahoma Elementary School and Cedar River Elementary School, together with the new Lake Wilderness Elementary School, increased K-5 capacity by nearly 800 net new seats. Tahoma Senior High School and Regional Learning Center added nearly 1,450 net new seats at the 9-12 level when it opened in 2017. In the spring of 2022, the District opened a six-classroom permanent modular construction addition (204 new seats) at the Cedar River Elementary School campus (funded by school impact fee revenue).

The District qualified for SCAP funds for the listed projects initiated during the 2013 bond. The allocations for these projects were as follows: LWES with a budget of \$14,155,422 and TSHS with \$20,502,741. These projects met the eligibility criteria for SCAP funding, which included major new construction or modernization efforts. The District had secured local funding and demonstrated the necessary financial planning to support these initiatives, ensuring compliance with SCAP requirements. The State also provided a one-time capital budget allocation of \$4,258,000 to assist with the acquisition of the property to build TSHS. The State does not normally fund school district property acquisition.

The District is poised to qualify for future SCAP funding for new projects. This preliminary estimate will be refined as planning progresses and following voter approval of bonds and/or levies. The District's commitment to meeting state eligibility criteria, including considerations for handicapped student counts, existing square footage, and enrollment data, ensures a strong potential for securing future SCAP funding.

EXHIBIT D

ESTIMATE OF STATE ASSISTANCE - DRAFT - LONG RANGE PLANNING							
TAHOMA SCHOOL DISTRICT NO. 409							
EVALUATED:	January 26, 2023						
		MULTIPLIED TOGETHER					
PROJECT	SQ. FTG.	CCA	%	ESTIMATE	12.5% SOFT COSTS	TOTAL ESTIMATED ELIGIBILITY	
DISTRICT-WIDE POOL OF ELIGIBILITY FOR NEW K-8 SQ. FT. FOR UNHOUSED STUDENTS (NEGATIVE NUMBER INDICATES OVERHOUSED)	(31,068)	\$246.83	62.36%	\$0	\$0	\$0	
DISTRICT-WIDE POOL OF ELIGIBILITY FOR K-8 MODERNIZATION OR REPLACEMENT (NEW-IN-LIEU) SQ. FT. (NEGATIVE NUMBER INDICATES NO ELIGIBILITY)	157,976	\$246.83	62.36%	\$24,316,170	\$3,039,521	\$27,355,691	
DISTRICT-WIDE POOL OF ELIGIBILITY FOR NEW 9-12 SQ. FT. FOR UNHOUSED STUDENTS (NEGATIVE NUMBER INDICATES OVERHOUSED)	91,475	\$246.83	62.36%	\$14,080,124	\$1,760,015	\$15,840,139	
DISTRICT-WIDE POOL OF ELIGIBILITY FOR 9-12 MODERNIZATION OR REPLACEMENT (NEW-IN-LIEU) SQ. FT. (NEGATIVE NUMBER INDICATES NO ELIGIBILITY)	91,475	\$246.83	62.36%	\$14,080,124	\$1,760,015	\$15,840,139	
NOTES							\$59,035,969
1	THIS IS A PRELIMINARY ESTIMATE ONLY. FUNDING ESTIMATES ARE REFINED AT D-4. FUNDING IS CONFIRMED ONLY AFTER JULY 15 OF RELEASE YEAR.						
2	ESTIMATES SHOWN HERE ARE CONSTRUCTION COSTS PLUS ASSUMED 12.5% ELIGIBLE SOFT COSTS.						
3	HANDICAPPED STUDENT COUNT IS PER 2014-2015 FORM 1066						
4	CCA: CONSTRUCTION COST ALLOWANCE FOR JULY 2022 RELEASE OF FUNDS.						
5	%: FUNDING ASSISTANCE PERCENTAGE FOR 2022 FOR TAHOMA SCHOOL DISTRICT						
6	INVENTORY AND RECENTLY IMPROVED SF INFO IS BASED ON 2016 S&S UPDATE, SCHOOL WEBSITE INFO REGARDING GRADE LEVEL RE-ALIGNMENTS, AND AREA ANALYSIS FOR NEW LWES AND NEW HS.						
7	IF SCAP-FUNDED MODERNIZATION PROJECTS ARE BEING CONSIDERED, CONTACT REGIONAL COORDINATOR TO REVIEW ISSUES UNIQUE TO MODERNIZATIONS						
8	CONTACT REGIONAL COORDINATOR TO REVIEW POTENTIAL PROJECT SCHEDULE IMPACTS ON ELIGIBILITY						
9	TOTALS IN CHART ABOVE REPRESENT "POOL" OF ELIGIBILITY TO DRAW FROM. HOWEVER, AGE-ELIGIBILITY AND OTHER FACTORS MAY GOVERN FOR INDIVIDUAL MOD/NEW-IN-LIEU PROJECT.						
10	ABOVE CALCULATION SEES NEW HS AND LAKE WILDERNESS ES AS COMPLETED, WITH SQ. FT. CHANGES ACCOUNTED FOR IN SQ. FT. AND IMPROVED SQ. FT. INVENTORIES						

A District Bond Advisory Committee worked to develop and provide recommendations to the Board of Directors for a future bond to address capacity and facility needs throughout the District. The Committee was unable to bring a unified option to the board by the end of the 23/24 school year. The Board then authorized the creation of the Capital Facilities Committee which is now in phase 2 of a up to 3 phases of potentially bringing a bond package proposal to the Board review and action related to a future bond to follow. In the interim, the District is planning for capacity solutions to serve growth at the middle and high school levels, and to plan for long-term growth at the elementary school level. Projects are subject to final Board review. In addition, the Board would need to take action to place a bond before the voters; and the voters would need to approve the construction bond. Based on the current review and consideration, those solutions could include a new elementary school and additions at the high school and middle school levels. The Cedar River Elementary School addition continues to provide available capacity for growth in the interim. In addition, the District may add or relocate portables for growth-related needs during the six years of this Plan. Future updates to this Capital Facilities Plan will include information regarding the Advisory Committee's recommendations and any related Board actions, as well as the District's refined planning as a result of that work.

EXHIBIT D

FINANCE PLAN

Capacity Projects

Facility	Proposed Start Date	Proposed/ Actual End Date	Location	Capacity Change [∞]	% of Facilities to Serve New Growth	Unsecured Local Funds [^]	Secured Funds ⁺	Site Cost [*]	Estimated Construction Cost
STMS	2026	2029	25600 SE Summit Landsburg Rd, Ravensdale, WA 98051	330	100%	\$35,000,000	TBD	N/A	\$35,000,000
TSHS	2026	2029	23499 SE Tahoma Way, Maple Valley, WA 98038	430	100%	\$40,000,000	TBD	N/A	\$40,000,000
TOTAL									\$75,000,000

[∞] At 100% utilization.

[^] Funding subject to future bond or capital levy proposal; future impact fee revenue may also be used to offset costs related to growth capacity.

^{*} Previously purchased property paid from earlier bond issues unless otherwise noted.

⁺Includes expected State School Construction Assistance Program funds.

Non Capacity Projects

The District does not currently have any planned non-capacity projects.

EXHIBIT D

Historic Levels of Funding:

The November 2013 bond measure passed by 69.5% of Tahoma voters in the amount of \$195M. The funds from this measure were used to build the new Tahoma High School, replace the aging Lake Wilderness Elementary School, and perform a number of capital improvements throughout the district. The District has passed two of its three attempts to run Capital Projects (Technology) Levies over the last decade with the one failure occurring in February of 2018. The most recent Capital Levy was passed by 51.3% of Tahoma voters in February of 2024 in the amount of \$9.4M. The funds from this measure were used to fund technology improvements, equipment, staffing, and training.

The District also received \$38,916,163 in SCAP funds toward the 2013 Bond projects. The District expects that it will qualify for SCAP funds for the STMS and TSHS projects identified in this CFP.

EXHIBIT D

King County Appraised Value by School District

As of November 16, 2023

	District	No. of Properties	Total Appraised Value	Property Type			Total
				Residential	Commercial	Condos/Apts	
1	Skykomish	1,977	592,710,000	95%	5%	0%	100%
2	Riverview	10,187	8,408,840,000	95%	4%	1%	100%
3	Vashon Island	7,841	5,419,060,000	94%	5%	1%	100%
4	Tahoma	17,089	12,970,060,000	91%	8%	2%	100%
5	Mercer Island	8,662	23,410,000,000	89%	5%	6%	100%
6	Snoqualmie Valley	18,002	17,472,210,000	87%	9%	4%	100%
7	Enumclaw	14,133	8,525,700,000	86%	11%	3%	100%
8	Issaquah	42,127	70,600,000,000	83%	7%	10%	100%
9	Shoreline	24,463	23,640,000,000	78%	11%	11%	100%
10	Northshore	30,054	36,340,000,000	75%	13%	12%	100%
11	Lake Washington	69,791	113,320,000,000	70%	14%	16%	100%
12	Federal Way	40,754	27,870,000,000	68%	16%	16%	100%
13	Highline	39,595	32,310,000,000	59%	26%	15%	100%
14	Kent	52,152	44,750,000,000	59%	28%	13%	100%
15	Renton	39,372	41,070,000,000	57%	29%	14%	100%
16	Bellevue	44,340	118,460,000,000	57%	27%	16%	100%
17	Auburn	25,349	20,030,000,000	55%	34%	12%	100%
18	Seattle	227,561	373,910,000,000	45%	35%	21%	100%
19	Tukwila	5,096	5,780,000,000	29%	50%	21%	100%

Data courtesy of King County Assessor's Office

<https://localscape.property/#kingcountyassessor/Overview/Search/School%20District/409>

EXHIBIT D

FEE CALCULATIONS

School Impact Fees Under the Washington State Growth Management Act

The Growth Management Act (GMA) authorizes jurisdictions to collect impact fees to supplement funding of additional public facilities needed to accommodate new development. Impact fees cannot be used for the operation, maintenance, repair, alteration, or replacement of existing capital facilities used to meet existing service demands.

Methodology and Variables Used to Calculate School Impact Fees

The Tahoma School District calculates school impact fees pursuant to the formula adopted by King County Ordinance No. 10162 and under the authority of Chapter 21A.43 of the King County Code and the Washington State Growth Management Act. The formula calculates fees for single family dwelling units and multi-family dwelling units.

Impact fees are calculated based on the District's cost per dwelling unit for capacity projects that will serve the student from new development (including, as applicable, the purchase of land for school sites, making site improvements, constructing schools and purchasing/installing portable facilities). As required under GMA, credits have also been applied for State Match Funds to be reimbursed to the District and property taxes to fund the projects that will be proposed for future bond measures. Assessed values for single and multi-family housing in the Tahoma School District were provided by the King County Assessor in February 2025.

The King County Ordinance includes a fifty (50) percent "discount rate," which operates to set the final fee at 50% of the calculated unfunded need.

The District's impact fees are based on the planned growth-related projects at the middle and high school levels.

Appendix B includes the District's fee calculation. Single Family Housing will yield a fee of \$3,645 and multi-family housing will yield a fee of \$1,568.

EXHIBIT D

STUDENT FACTORS

The student factor (or student generation rate), a significant factor in determining impact fees, is the average number of students generated by each housing type—single-family and multiple-family housing. The student factors are indicated below.

In the past, the District has both relied upon the composite average of student generation rates from other districts in King County and also calculated its own student generation factors. For this year's CFP, the District is using the composite average student generation rates for single family and multi-family dwelling units, consistent with K.C.C. 21A.06.1260. The District will continue to revisit this matter in future updates to the CFP and, if possible based on development data, will calculate its own student generation rates.

	Single Family SGR	Multi-Family SGR
Elementary	0.260	0.113
Middle	0.108	0.040
High	0.119	0.051
K-12	0.487	0.205

See also Appendix D.

EXHIBIT D

APPENDIX A – ENROLLMENT PROJECTIONS

Medium Range Forecast

Medium Range Forecast (Recommended at this Time)

	<i>Projected Births</i>									
	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
King County	23,638	23,428	23,012	22,442	22,533	22,660	22,981	22,868	22,777	22,706
K Enroll as %	2.36%	2.37%	2.38%	2.42%	2.45%	2.46%	2.51%	2.57%	2.57%	2.57%
City of Maple Valley	331	328	322	314	315	317	322	320	319	318
K Enroll % of City	168.7%	169.3%	169.7%	172.7%	174.9%	175.7%	179.0%	183.2%	183.5%	183.6%

	<u>Oct25</u>	<u>Oct26</u>	<u>Oct27</u>	<u>Oct28</u>	<u>Oct29</u>	<u>Oct30</u>	<u>Oct31</u>	<u>Oct32</u>	<u>Oct33</u>	<u>Oct34</u>
K	558	555	547	543	552	557	576	587	585	583
1	532	585	583	573	568	580	586	614	627	631
2	650	559	615	612	601	598	611	626	657	677
3	675	680	587	644	640	631	629	651	668	707
4	745	700	706	610	667	666	657	664	688	713
5	747	773	727	733	632	695	694	694	702	735
6	765	763	790	743	748	649	713	722	723	732
7	701	787	786	812	763	772	671	747	757	758
8	728	722	810	808	834	788	797	703	782	793
9	809	772	766	858	855	886	838	850	752	840
10	715	815	780	773	863	864	896	850	864	766
11	700	662	755	721	714	801	802	838	801	813
12	<u>638</u>	<u>649</u>	<u>615</u>	<u>699</u>	<u>668</u>	<u>664</u>	<u>744</u>	<u>752</u>	<u>790</u>	<u>755</u>
Total	8,964	9,022	9,067	9,128	9,104	9,152	9,213	9,298	9,397	9,503

Change	36	58	44	62	-25	49	60	86	99	106
% Change	0.4%	0.7%	0.5%	0.7%	-0.3%	0.5%	0.7%	0.9%	1.1%	1.1%

K-5	3,908	3,852	3,765	3,714	3,659	3,728	3,752	3,837	3,928	4,047
6-8	2,195	2,272	2,386	2,363	2,345	2,209	2,180	2,171	2,262	2,282
9-12	2,861	2,898	2,916	3,051	3,100	3,216	3,280	3,290	3,207	3,174

EXHIBIT D

APPENDIX B – SCHOOL IMPACT FEE CALCULATION

School Site Acquisition Cost:							
((AcresxCost per Acre)/Facility Capacity)xStudent Factor							
	Facility	Cost/	Facility	Student	Student		
	Acreage	Acre	Capacity	SFR	MFR	Cost/	Cost/
						SFR	MFR
Elementary	20.00	\$0	204	0.260	0.113	\$0	\$0
Middle	35.00	\$0	800	0.108	0.040	\$0	\$0
High	35.00	\$0	2,693	0.119	0.051	\$0	\$0
						\$0	\$0
School Construction Cost:							
((Facility Cost/Facility Capacity)xStudent Factor)x(Permanent/Total Sq Ft)							
	%Perm/	Facility	Facility	Student	Student		
	Total Sq.Ft.	Cost	Capacity	Factor	Factor	Cost/	Cost/
				SFR	MFR	SFR	MFR
Elementary	96.11%		204	0.260	0.113	\$0	\$0
Middle	96.11%	\$ 35,000,000	330	0.108	0.040	\$11,009	\$4,077
High	96.11%	\$ 40,000,000	430	0.119	0.051	\$10,639	\$4,560
						\$21,648	\$8,637
Temporary Facility Cost:							
((Facility Cost/Facility Capacity)xStudent Factor)x(Temporary/Total Square Feet)							
	%Temp/	Facility	Facility	Student	Student	Cost/	Cost/
	Total Sq.Ft.	Cost	Size	Factor	Factor	SFR	MFR
				SFR	MFR		
Elementary	3.89%	\$ -	20	0.260	0.113	\$0	\$0
Middle	3.89%	\$ -	25	0.108	0.040	\$0	\$0
High	3.89%	\$ -	25	0.199	0.051	\$0	\$0
					TOTAL	\$0	\$0
State Funding Assistance Credit:							
CCA x OSPI Square Footage x Funding Assistance % x Student Factor							
	Current	OSPI Square	District	Student	Student		
	CCA	Footage	Funding %	Factor	Factor	Cost/	Cost/
				SFR	MFR	SFR	MFR
Elementary	\$ 375.00	90	0.00%	0.260	0.113	\$0	\$0
Middle	\$ 375.00	108	66.38%	0.108	0.040	\$2,903	\$1,075
Sr. High	\$ 375.00	130	66.38%	0.119	0.051	\$3,851	\$1,650
					TOTAL	\$6,754	\$2,726
Tax Payment Credit:							
Average Assessed Value						SFR	MFR
						\$785,080	\$273,615
Capital Bond Interest Rate						4.15%	4.15%
Net Present Value of Average Dwelling						\$6,320,418	\$2,202,783
Years Amortized						10	10
Property Tax Levy Rate						\$1.26	\$1.26
Present Value of Revenue Stream						\$7,964	\$2,776
Fee Summary:				Single	Multi-		
				Family	Family		
Site Acquisition Costs				\$0	\$0		
Permanent Facility Cost				\$21,648	\$8,637		
Temporary Facility Cost				\$0	\$0		
State Funding Credit				(\$6,754)	(\$2,726)		
Tax Payment Credit				(\$7,964)	(\$2,776)		
FEE (AS CALCULATED)				\$6,930	\$3,136		
50% LOCAL SHARE				\$3,465	\$1,568		

EXHIBIT D

APPENDIX C – SCHOOL DISTRICT MAP

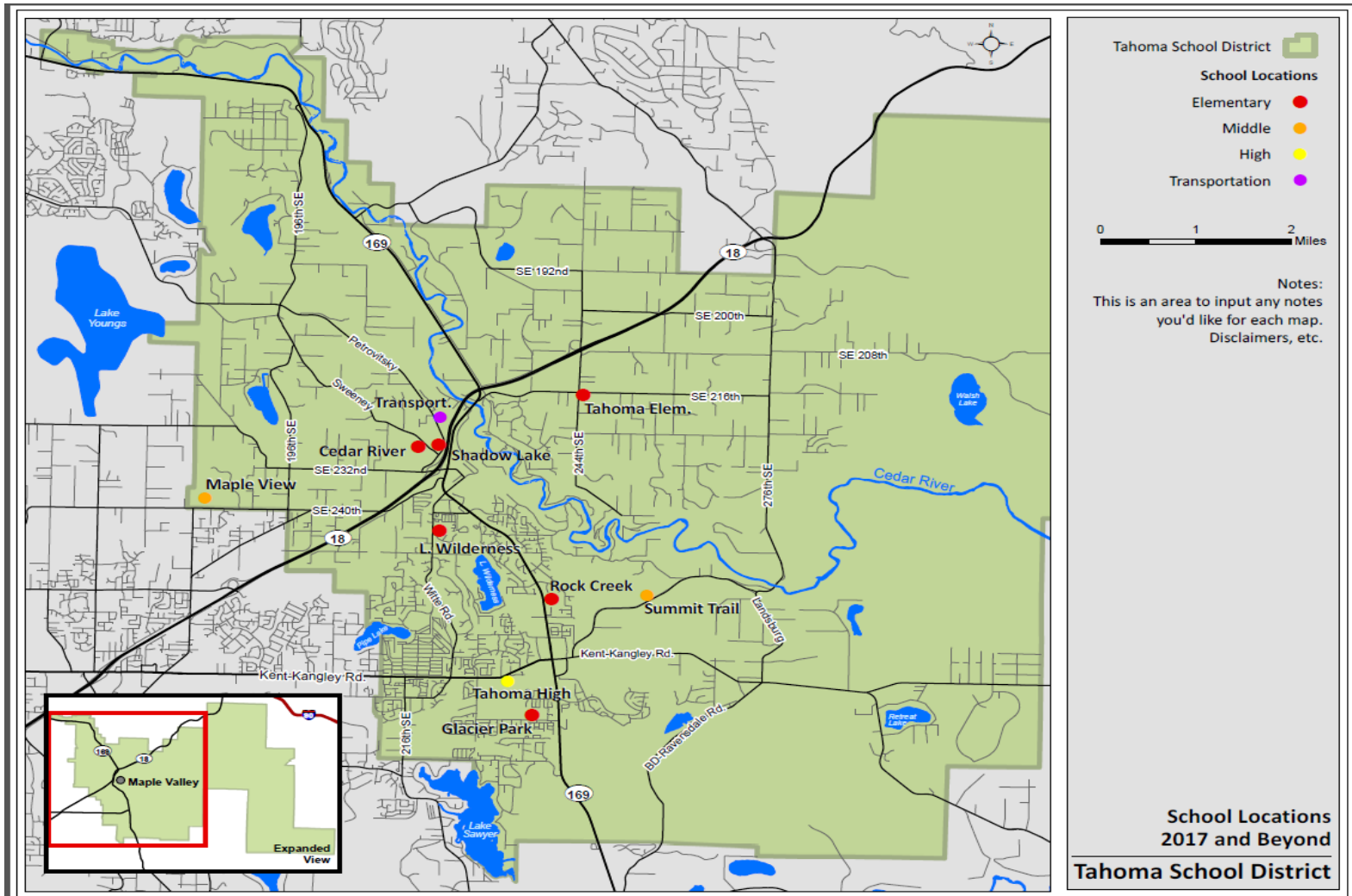


EXHIBIT D

APPENDIX D – COMPOSITE STUDENT GENERATION RATES

2025 Composite Student Generation Rates*

Single Family Dwelling Units:

	Auburn	Fife	Highline	Issaquah	Lake Washington	Northshore	Renton	Riverview	Average^
Elementary	0.331	0.295	0.155	0.329	0.346	0.294	0.108	0.218	0.260
Middle	0.118	0.129	0.053	0.135	0.196	0.111	0.045	0.073	0.108
High	0.161	0.115	0.091	0.150	0.175	0.108	0.065	0.090	0.119
Total	0.610	0.540	0.298	0.615	0.717	0.513	0.219	0.381	0.487

Multi-Family Dwelling Units:

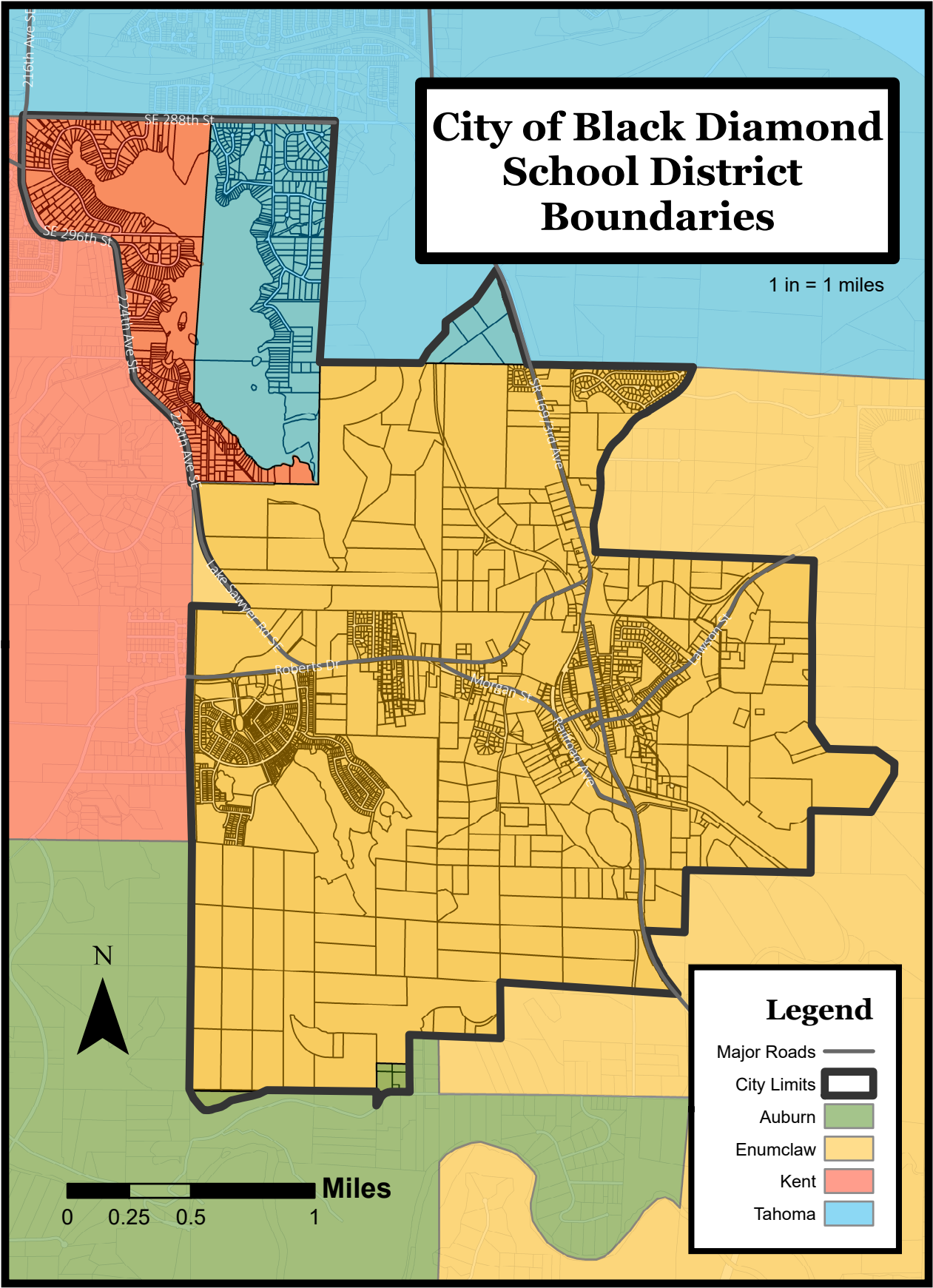
	Auburn	Fife	Highline	Issaquah	Lake Washington	Northshore	Renton	Riverview	Average^
Elementary	0.431	0.084	0.251	0.097	0.041	0.062	0.131	0.128	0.113
Middle	0.154	0.038	0.085	0.046	0.017	0.018	0.038	0.039	0.040
High	0.152	0.040	0.107	0.046	0.017	0.033	0.046	0.070	0.051
Total	0.735	0.162	0.443	0.189	0.075	0.114	0.214	0.237	0.205

*Based on the King County countywide student generation rate average using the rates of those districts that prepared their own student generation rate data. See KCC 21A.06.1260. (Federal Way School District excepted from SF and MF average and Auburn School District excepted from MF average due to anomalous rates.)

^Figures are rounded.

City of Black Diamond School District Boundaries

1 in = 1 miles



CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Ordinance setting the allowed Property Tax – Dollar amount increase, and percentage as calculated by King County for 2026 Property Taxes	Agenda Date: November 6, 2025	
	AB25-125	
	Mayor Carol Benson	
	City Administrator – Kevin O’Neill	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Andy Williamson	
	Finance – Xavier Mason	X
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note):	Police – Chief Kiblinger	
Fund Source: General Fund	Public Works – Scott Hanis	
Timeline: 2026	Court – Judge Swain/Tawnya Parks	
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: (1) Ordinance 1: Property Tax 1% Dollar Increase for 2026, (2) 2026 Property Tax Summary		
SUMMARY STATEMENT: Adopting dollar amount increase, and percentage as calculated by King County for 2026 Property Taxes Every year, the Finance Department presents the annual budget to the City Council on behalf of the Mayor. The City of Black Diamond has an annual budget that is based upon the calendar year, beginning January 1st and ending December 31st. Internally, the planning process begins around June, and then City Council becomes involved around September until its passage. The purpose of the municipal budget is to manage the City’s finances for the purposes of continually providing essential services, maintaining infrastructure, and supporting the community’s priorities. Specifically, the work sessions, and ultimately the budget itself, serve as an exercise in financial planning, resource allocation, accountability and transparency, policy implementation, legal framework, and performance measurement for the benefit of Black Diamond residents. During the October 16, 2025 work session, City Staff discussed the General Fund revenues and possible property tax increases, along with their accompanying ordinances. Staff went into much detail describing the way property taxes are calculated based upon assessed value as determined by King County, new construction, annexations, adjustments, and a 1% increase. Staff also discussed the significance of property taxes and how they amount to roughly 57% of the General Fund’s tax revenue. After the October 16, 2025, work session, there was a public hearing during the City Council		

meeting immediately following the work session. The public hearing was an opportunity for the public to discuss the ordinances, property taxes, and its possible increase. The two ordinances are Ordinance 1: Property Tax 1% Dollar Increase and Increase for 2026; Ordinance 2: Property Tax Assessed Value and Maximum Dollar Increase. Now, on November 06, 2025, the City Council will vote to either approve or not to approve the passage of those ordinances and acceptance of dollar increases from annexation, adjustments, and new construction.

Per RCW 84.52.020 the property tax certifications must be adopted by November 30, 2025, and filed with King County no later than December 1, 2025, for Property Taxes to be collected in 2026. Cities under 10,000 in population are allowed to increase the base Property Tax dollar amount by up to 1% over last year's base amount. A public hearing was held on October 16, 2025, to review the 2026 General Fund source of funds and possible increase in 2026 of the allowed one percent. This Ordinance sets the Property Tax Dollar increase for 2026 at \$20,743 or 0.65398% over last year's actual levy.

King County had sent a preliminary Levy Limit Worksheet showing a base increased allowed dollar amount of approximately \$20,743 for the allowed 0.65398% percent increase over last year's base property tax dollars. As King County makes final adjustments, it is possible for the final numbers to be different from what was received in the worksheet; however, the Ordinance needs to be adopted in November to reach King County by December 1, 2025. This base dollar amount increase does not include property taxes for new construction which is paid by new citizens and state assessed property amounts. All Black Diamond's Property tax funds are used for Public Safety and provide approximately 51.2815% of the revenue needed to cover Public Safety costs.

Public Involvement

The public can get involved in discussing property taxes or the budget process at any meeting during the Public Comments segment of any city council meeting. If a member of the public wanted to discuss the two property tax ordinances, the remaining meeting to do so would be the November 6th 2025 meeting.

City Council Action

City Council will vote to either approve or not to approve the passage of the Property Tax 1% Dollar Increase for 2026.

FISCAL NOTE (Finance Department): The additional \$20,743 increase is the allowed one percent increase over last year's actual base property tax.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Property taxes were reviewed during a City Council Work Study on September 18, 2025, and October 16, 2025. Additionally, a public hearing was held on October 16, 2025.

RECOMMENDED ACTION: **MOTION to adopt Ordinance No. 25-1237 approving the**

Property Tax percentage amount as calculated by King County for 2026.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 6, 2025		

ORDINANCE NO. 25-1237

AN ORDINANCE OF THE CITY OF BLACK DIAMOND, WASHINGTON, RELATING TO THE GENERAL PROPERTY TAX LEVY AND SPECIFYING THE INCREASE CALCULATED BY KING COUNTY BASED ON LAST YEAR'S ACTUAL LEVY COMMENCING ON JANUARY 1, 2026, WITH CERTAIN CHANGES REQUIRED BY KING COUNTY IN THE MANNER IN WHICH THE AMOUNTS ARE CALCULATED. SUCH PROPERTY BOTH REAL AND PERSONAL, SUBJECT TO TAXATION, FOR THE PURPOSE OF PROVIDING REVENUE FOR PUBLIC SAFETY FOR THE CITY OF BLACK DIAMOND, ALL AS REQUIRED BY LAW, AND ESTABLISHING THE EFFECTIVE DATE.

WHEREAS, the Council of the City of Black Diamond has met and considered its budget for the calendar year 2026; and

WHEREAS, the Council thereafter gave notice of public hearings and held public hearings on October 16, 2025, and

WHEREAS, the City's actual King County levy amount from the previous actual year base levy of **\$3,171,878** is a base increase of **\$20,743 or 0.65398%**; and

WHEREAS, the population of the City is less than 10,000; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Levy and Percentage of Increase. An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2026 tax year. The dollar amount of the increase over the actual base levy amount authorized from King County for the previous year shall be \$20,743, which is a percentage increase of 0.65398% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, and any increase in the value of state assessed utility property, or any annexations that have occurred.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by State or Federal law or regulations, such decisions or preemptions shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. **Effective Date.** This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

PASSED by the Council and approved by the Mayor of the City of Black Diamond, Washington, this 6th day of November 2025.

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

David A Linehan, City Attorney

Published:

Posted:

Effective Date:

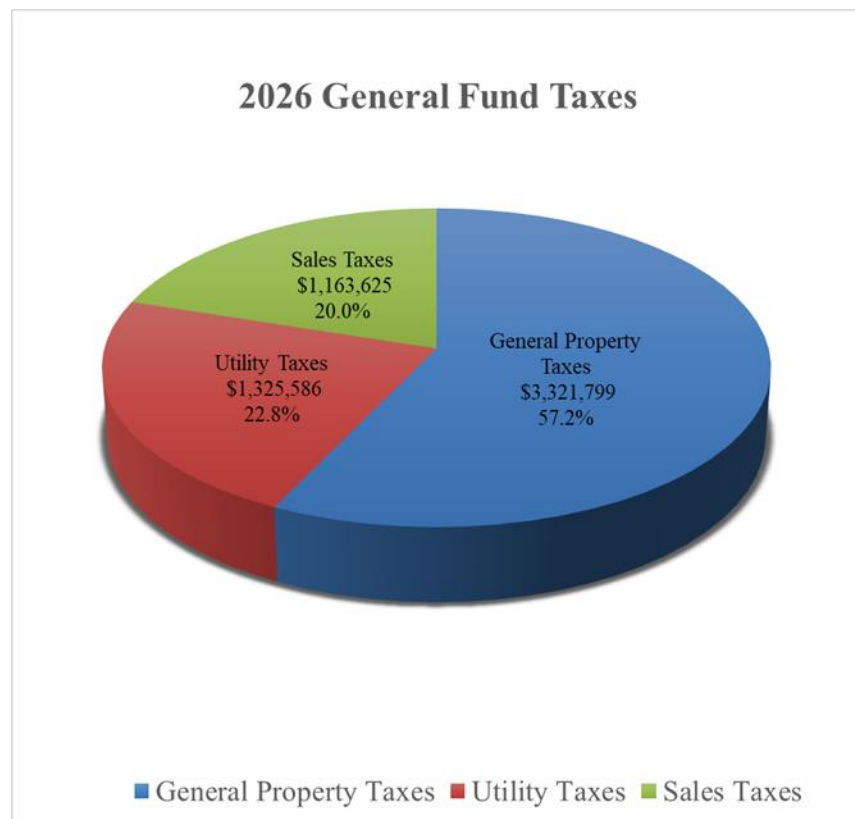
**City of Black
Diamond
Property
Taxes**

2026

General Fund Revenue and Property Taxes

Property taxes make up 57.2% of the General Fund's tax revenue and is estimated to generate \$3,321,799 in revenue for the city. All revenues from property taxes go directly to the General Fund to support public safety for police, fire protection and emergency services. Black Diamond depends heavily on property tax collections, as the city has a small commercial base for generating sales tax revenue.

In Washington cities such as Black Diamond, property tax increases are limited to a 1% total dollar annual increase per year unless voters approve a lid-lift or larger percent increases plus any property tax from new construction. King County sets assessed valuations on property and calculates levy rates. Each taxing authority receives a portion of the tax amount, which King County collects and then passes on. In Black Diamond, there are four school districts with separate rates, so depending on which school district the property is in, the tax amount will vary.



General Fund Revenue Projection	2025			2026		
	Budget	Actuals thru June	Estimated Year End	Budget	\$ Budget Change	% Budget Comparison
REVENUES						
1 Beginning Cash and Investments	8,548,678	7,659,424	7,659,424	8,686,137	137,459	101.6%
2 General Property Taxes	3,125,929	1,658,891	3,125,929	3,321,799	195,870	106.3%
3 Sales Taxes	855,600	448,647	899,000	961,930	106,330	112.4%
4 Utility Tax and Gambling Tax	1,228,510	701,142	1,252,935	1,325,586	97,076	107.9%
5 Cable Franchise Fees	88,000	36,985	76,000	80,000	(8,000)	90.9%
6 Business License	54,000	27,320	54,000	54,000	0	100.0%
7 Liquor Profits & Excise Tax	104,000	47,629	107,000	110,000	6,000	105.8%
8 KC Recycle Grants	16,500	-	16,500	16,500	-	100.0%
9 Municipal Court Revenue	214,540	113,169	237,580	425,150	210,610	198.2%
10 Police Department Revenue	515,060	320,768	512,852	671,031	155,971	130.3%
11 Community Development Rev	1,508,370	912,399	1,636,655	1,672,800	164,430	110.9%
12 Parks Revenue	75,000	34,524	66,000	71,000	(4,000)	94.7%
13 Cemetery Revenue	4,000	250	250	625	(3,375)	15.6%
14 Investment Interest & Misc Rev.	408,000	173,845	330,005	281,000	(127,000)	68.9%
15 Funding Agreement - MDRT	1,186,530	602,437	1,186,530	1,218,985	32,455	102.7%
16 Total Operating Revenues	9,384,039	5,078,007	9,501,236	10,210,406	826,367	108.8%
17 AWC Insurance Payment & Flex	603,452	3,150	-	-	(603,452)	0.0%
18 Devel Reimb-MDRT Conslt	1,855,000	524,006	1,855,000	1,855,000	0	100.0%
19 Sales Taxes from Construction	524,400	276,497	551,000	589,570	65,170	112.4%
20 Total Revenues	12,366,891	5,881,660	11,907,236	12,654,976	288,085	102.3%
21 TOTAL GENERAL FUND SOURCES	20,915,569	13,541,084	19,566,660	21,341,113	425,544	102.0%

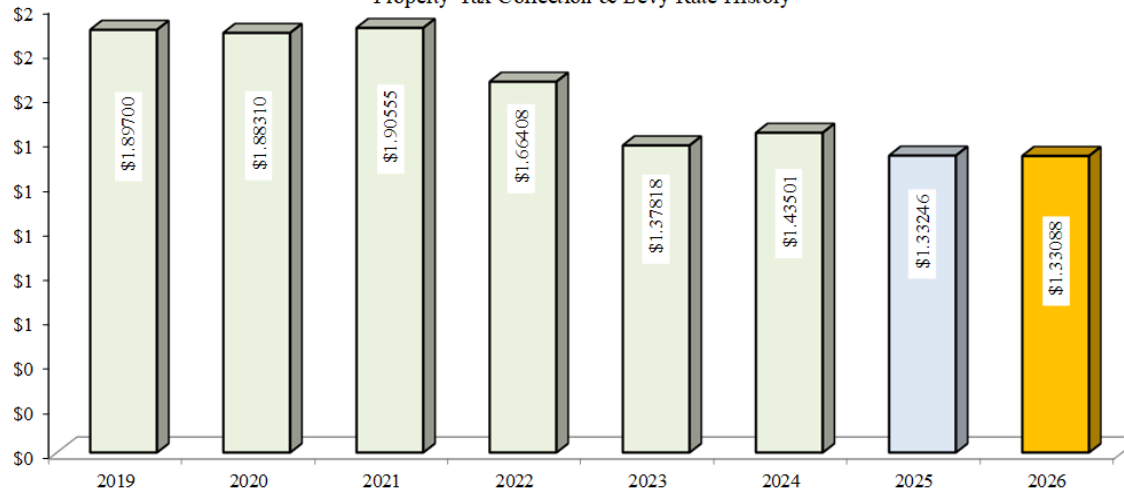
General Fund Expenditure Projection	2025			2026		
	Budget	Actuals Thru June	Estimated Year End	Budget	\$ Budget Change	% Budget Change
EXPENDITURES						
1 Legislative - Council	24,007	8,101	15,886	22,521	(1,486)	93.8%
2 Executive - Mayor	16,516	7,213	14,511	16,272	(244)	98.5%
3 Administration - City Administrator	195,236	26,052	121,916	272,282	77,046	139.5%
4 General Government	846,631	373,638	733,833	827,930	(18,701)	97.8%
5 Legal Services	164,500	94,691	151,000	191,500	27,000	116.4%
6 Public Defender / Prosecuting Attorney	115,000	44,200	88,400	101,500	(13,500)	88.3%
7 Municipal Court	596,116	288,814	533,448	835,577	239,461	140.2%
8 Police Department	3,793,520	1,810,538	3,370,453	3,985,015	191,495	105.0%
9 Fire Department	1,318,961	655,799	1,315,461	1,396,586	77,625	105.9%
10 Recycle/Anim Cont/Mental Health	161,400	37,173	144,420	158,900	(2,500)	98.5%
11 Community Development	1,604,166	561,045	829,207	1,624,327	20,161	101.3%
12 Facilities	-	28,538	50,969	-	0	n/a
13 Parks Department	368,655	174,881	291,652	359,077	(9,578)	97.4%
14 Cemetery	74,757	33,209	59,867	69,675	(5,082)	93.2%
15 Master Development Review Team	1,186,530	563,967	1,154,498	1,218,985	32,455	102.7%
16 Total Operating Expenditures	10,465,995	4,707,861	8,875,523	11,080,148	614,153	105.9%
17 AWC Insurance Payment & Flex	604,952	-	-	-	(604,952)	0.0%
18 Transfer to Future City Campus	-	-	-	147,393	147,393	0.0%
19 Transfer to Fire Study	35,000	-	-	-	-	0.0%
20 Transfer to Street	150,000	150,000	150,000	100,000	(50,000)	66.7%
21 Developer MDRT Consultants	1,855,000	463,874	1,855,000	1,855,000	0	100.0%
22 Total Expenditures	13,110,947	5,321,735	10,880,523	13,182,541	106,594	100.5%
23 35% Reserved Cash and Investments	3,663,098	1,862,607	3,808,183	3,878,052	214,954	105.9%
24 Unreserved Cash and Investments	4,141,524	6,356,718	4,877,954	4,280,520	138,997	103.4%
25 Total Ending Cash and Investments	7,804,622	8,219,325	8,686,137	8,158,572	353,950	104.5%
26 Total Surplus/Deficit	(744,056)	559,925	1,026,713	(527,565)	216,491	70.9%
27 TOTAL GENERAL FUND USES	20,915,569	13,541,084	19,566,660	21,341,113	460,544	102.0%

2026

BLACK DIAMOND GENERAL FUND REVENUE AND PROPERTY TAXES

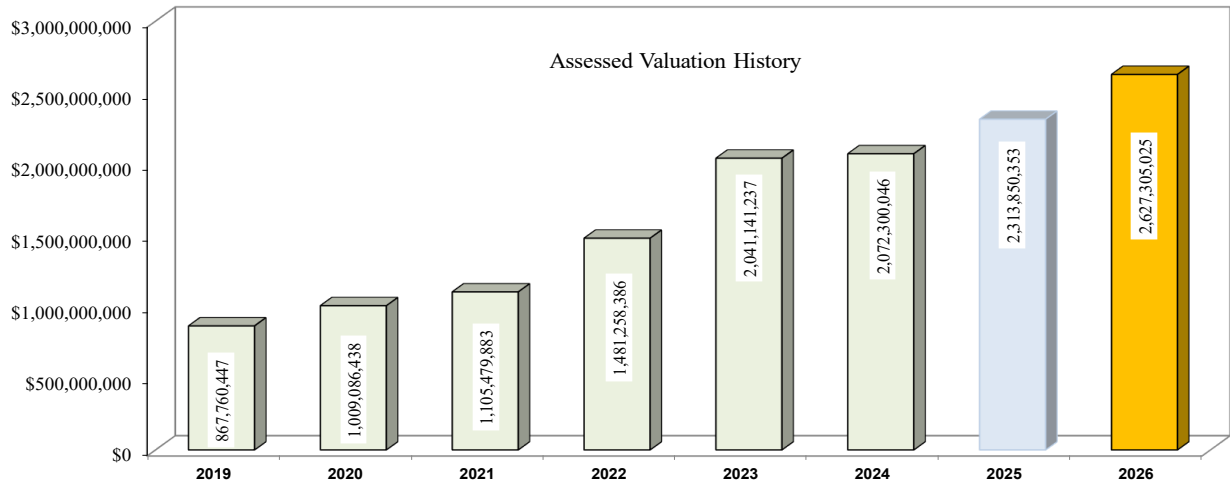
General Fund Functions Supported by Types of Revenue		2025 Budget	2026 Budget	\$ Change	% Change	Public Safety	General Gov't	MDRT
REVENUES								
1	Beginning Cash and Investments	8,548,678	8,686,137	137,459	1.6%	25,923	8,597,214	63,000
2	Public Safety Revenue Funded With:							
3	General Property Taxes	3,125,929	3,321,799	195,870	6.3%	3,321,799		
4	Utility Tax and Gambling Tax	1,228,510	1,325,586	97,076	7.9%	1,325,586		
5	Criminal Justice Sales Tax	241,200	258,831	17,631	7.3%	258,831		
6	Liquor Excise Tax and Profits	104,000	110,000	6,000	5.8%	110,000		
7	Municipal Court Revenue	214,540	425,150	210,610	98.2%	425,150		
8	Business License	54,000	54,000	0	0.0%	54,000		
9	Police Charges for Service, Grants, Misc	288,360	427,300	138,940	48.2%	427,300		
10	Total Public Safety Revenue	5,256,539	5,922,666	666,127	12.7%	5,922,666		
11	General Government Funded With:							
12	Sales Taxes	855,600	961,930	106,330	12.4%		961,930	
13	Land Use and Permitting Fees	1,508,370	1,672,800	164,430	10.9%		1,672,800	
14	Cable Franchise Fees	88,000	80,000	(8,000)	-9.1%		80,000	
15	Reinvested Interest, Grants and Charges for Services	424,500	297,500	(127,000)	-29.9%		297,500	
16	Parks Revenue	75,000	71,000	(4,000)	-5.3%		71,000	
17	Cemetery Revenue	4,000	625	(3,375)	-84.4%		625	
18	AWC Insurance and Flex	603,452	-	(603,452)	-100.0%		-	
19	Funding Agreement - MDRT	1,186,530	1,218,985	32,455	2.7%			1,218,985
20	Total Gen Fund Operating Revenue	4,745,452	4,302,840	(442,612)	-9.3%		3,083,855	1,218,985
21	Total General Fund Revenue	10,001,991	10,225,506	223,515	3.3%	5,922,666	3,083,855	1,218,985
22	Public Safety: Municipal Court	711,116	937,077	225,961	31.8%	937,077		
23	Public Safety: Police Department	3,793,520	3,985,015	191,495	5.0%	3,985,015		
24	Public Safety: Fire Department	1,318,961	1,396,586	77,625	5.9%	1,396,586		
25	Public Safety: Animal Control/Emergency Management/Mental Health/Recycling	161,400	158,900	(2,500)	-1.5%	158,900		
26	Community Development	1,604,166	1,624,327	20,161	1.3%		1,624,327	
27	Facilities, Parks, Cemetery	443,412	428,753	(14,659)	-3.3%		428,753	
28	Legislative, City Administrator and Administrative Services	1,082,390	1,139,005	56,615	5.2%		1,139,005	
29	Legal Services	164,500	191,500	27,000	16.4%		191,500	
30	AWC Insurance and Flex	604,952	-	(604,952)	-100.0%		-	
31	Transfer to Street Fund	150,000	100,000	(50,000)	-33.3%		100,000	
32	Master Development Review Team MDRT	1,186,530	1,218,985	32,455	2.7%			1,218,985
33	Total Operating Expenditures	11,220,947	11,180,148	(40,799)	-0.4%	6,477,578	3,483,585	1,218,985
34	Ending Cash & Investments	7,329,722	7,731,495	401,773	5.5%	(528,990)	8,197,484	63,000

Property Tax Collection & Levy Rate History

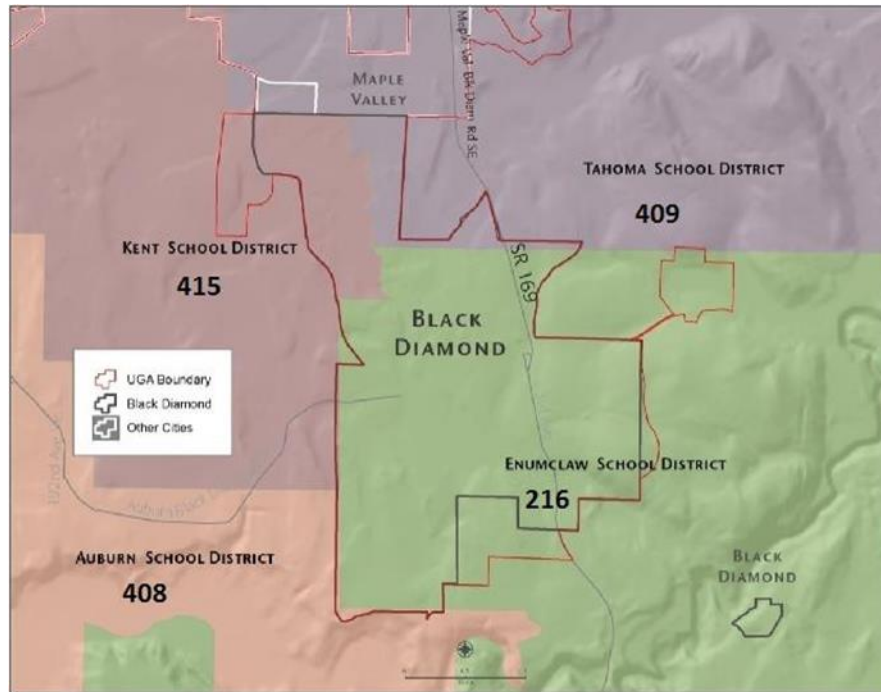


	2019	2020	2021	2022	2023	2024	2025	2026
Regular Levy Base	1,535,244	1,647,702	1,884,197	2,105,311	2,467,477	2,807,775	2,976,005	3,171,878
1% Increase	15,352	16,477	18,842	21,053	24,675	28,078	29,760	20,743
New Construction Levy	95,541	219,986	202,272	338,567	316,184	133,789	114,745	304,009
Annexations	0	0	0	0	0	0	0	0
Adjustments	0	0	1,136	0	6,954	4,137	10,867	0
Total Property Taxes	\$1,646,137	\$1,884,165	\$2,106,447	\$2,464,931	\$2,815,290	\$2,973,779	\$3,131,377	\$3,496,630
Levy Rate per \$1000 AV	\$ 1.89700	\$ 1.88310	\$ 1.90555	\$ 1.66408	\$ 1.37818	\$ 1.43501	\$ 1.33246	\$ 1.33088
Allowable Levy	3.10	3.10	3.10	3.10	3.10	3.10	3.10	3.10
Assessed Valuation	\$867,760,447	\$1,009,086,438	\$1,105,479,883	\$1,481,258,386	\$2,041,141,237	\$2,072,300,046	\$2,313,850,353	\$2,627,305,025

Assessed Valuation History



Base Assessed Valuation	820,593,835	893,663,405	1,104,833,418	1,303,096,607	1,852,552,879	1,973,740,660	2,226,691,776	2,399,343,769
New Construction	47,166,612	115,423,033	107,052,200	178,161,779	188,588,358	98,559,386	87,158,577	227,961,256
Final Assessed Valuation	867,760,447	1,009,086,438	1,105,479,883	1,481,258,386	2,041,141,237	2,072,300,046	2,313,850,353	2,627,305,025
% change from prior year	15%	16%	10%	34%	38%	1.5%	11.7%	13.5%
Population	4,500	4,520	5,207	5,990	6,145	6,880	7,195	7,435
Property Tax Levy Rate	1.897	1.883	1.906	1.664	1.378	1.435	1.332	1.331
Increase in Base value	110,193,988	141,325,991	96,393,445	375,778,503	559,882,851	31,158,809	241,550,307	313,454,672
Percentage increase in base	15%	16%	10%	34%	38%	1.5%	11.7%	13.5%



The total property tax rates in Black Diamond vary because of the four different school districts within our city limits.				
	Enumclaw	Tahoma	Kent	Auburn
2025 Levy Rates				
Local School District	2.71	4.48	2.86	4.48
Washington State for Schools Part 1	1.46	1.46	1.46	1.46
McCleary Decision for Schools Part 2	0.79	0.79	0.79	0.79
King County	1.36	1.36	1.36	1.36
City of Black Diamond	1.33	1.33	1.33	1.33
Port of Seattle	0.10	0.10	0.10	0.10
Library District	0.25	0.25	0.25	0.25
Emergency Medical Services	0.23	0.23	0.23	0.23
King County Flood & Ferry Levy	0.10	0.10	0.10	0.10
Total 2025 Levy Rates	8.33	10.10	8.48	10.10
Total 2024 Levy Rates	9.17	10.08	9.22	10.96

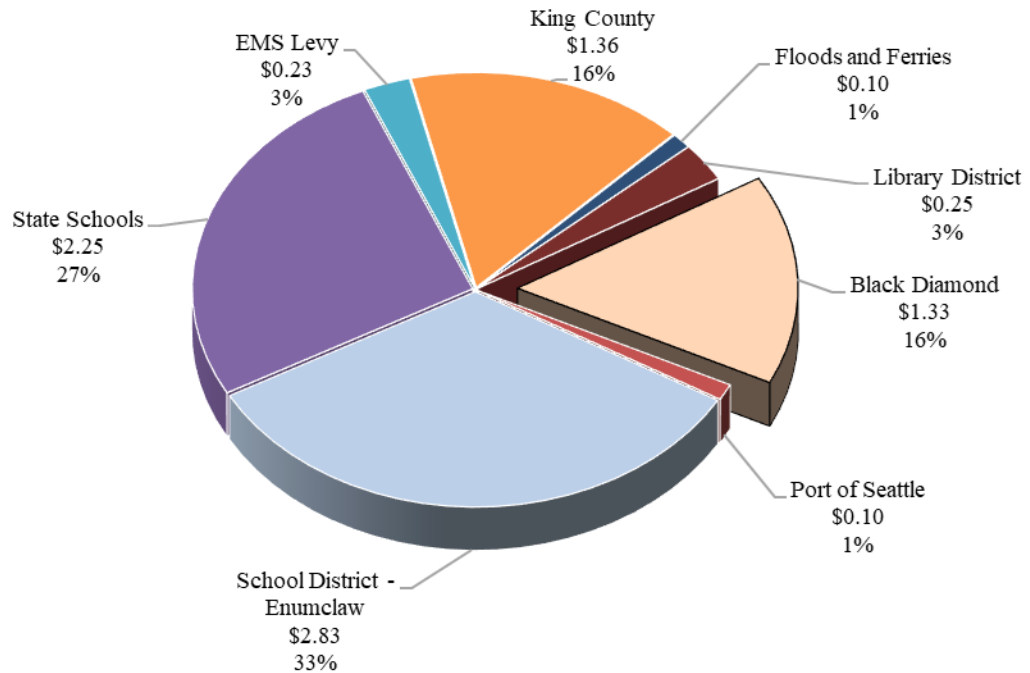
2026 Levy Rates official rates weren't posted as of 09/30/2025

MONTHLY 2025 Property Tax Rates on a \$750,000 Appraised Home

Translate to:

Total Monthly Taxes of \$527.51

Black Diamond's Portion: \$83.13



King County Taxing District	Levy Rate per \$1000 in Value	Percent of Property Taxes Collected	2025 Annual Tax on a \$750,000 Home	Monthly Tax on a \$750,000 Home
Port of Seattle	0.10196	1%	\$76.47	\$6.37
School District - Enumclaw	2.83	34%	\$2,123.25	\$176.94
State Schools	2.25	27%	\$1,684.90	\$140.41
EMS Levy	0.23	3%	\$169.50	\$14.13
King County	1.36	16%	\$1,021.37	\$85.11
Floods and Ferries	0.10	1%	\$73.18	\$6.10
Library District	0.25	3%	\$183.90	\$15.33
Subtotal	7.11008	84%	\$5,332.56	\$444.38
Black Diamond	1.33	16%	\$997.50	\$83.13
Total	8.44008	100%	\$6,330.06	\$527.51

*These estimates are based upon the Enumclaw School District levy because it is the primary school district in Black Diamond
2025 Levy Rates

Preliminary Worksheet 09.11.2025

TAXING DISTRICT **City of Black Diamond**

2025 Levy for 2026 Taxes IPD: 1.02570

A. Highest regular tax which could have been lawfully levied beginning with the 1985 levy (refund levy not included).									
Year	2025	3,161,011	x	1.01000	=	3,192,621			
		Highest Lawful Levy Since 1985	Limit Factor/Max Increase 101%						
B. Current year's assessed value of new construction, improvements, and wind turbines, solar, biomass, and geothermal facilities in original districts before annexation occurred times last year's levy rate (if an error occurred or an error correction was made in the previous year, use the rate that would have been levied had no error occurred).									
	227,961,256	*	1.33360	÷	1,000	=	304,009		
		A.V.	Last Year's Levy Rate						
C. Tax Increment finance area increment AV increase (RCW 84.55.010(1)€) (value included in B & D cannot be included in C)									
	0	*	1.33360	÷	1,000	=	0		
		A.V.	Last Year's Levy Rate						
D. Current year's state assessed property value less last year's state assessed property value. The remainder is to be multiplied by last year's regular levy rate (or the rate that should have been levied).									
	0	-	32,078,547	=	0				
		Current Year's A.V.	Previous Year's A.V.						
	0	*	1.33360	÷	1,000	=	0		
		Remainder from Line D	Last Year's Levy Rate						
E. 1 st Year Lid Lift & Limit Factor>1%									
F. Regular property tax limit: A+B+C+D+E = 3,496,630									
Parts G through I are used in calculating the additional levy limit due to annexation.									
G. To find the rate to be used in H, take the levy limit as shown in Line F above and divide it by the current assessed value of the district, excluding the annexed area.									
	3,496,630	÷	2,627,305,025	*	1,000	=	1.33088		
		Total in Line F	Assessed Value Less Annexed AV						
H. Annexed area's current assessed value including new construction and improvements, times the rate in Line G.									
	0	*	1.33088	÷	1,000	=	0		
		Annexed Area's A.V.	Annexation Rate						
I. Regular property tax limit including annexation F+H = 3,496,630									
J. Statutory maximum calculation									
Only enter fire/RFA rate, library rate, & firefighter pension fund rate for cities annexed to a fire/RFA or library or has a firefighter pension fund.									
	3.60000	-	0.24186	+	0.00000	=	3.35814		
		District base levy rate	Fire Rate	Library Rate	Firefighter Pension Fund	Statutory Rate Limit			
	2,627,305,025	*	3.35814	÷	1,000	=	8,822,858		
		Regular Levy AV	Reg Statutory Rate Limit		Statutory Amount				
K. Highest Lawful Levy For This Tax Year (Lesser of I and J) = 3,496,630									
L. New highest lawful levy since 1985 (Lesser of I minus C and J, unless A (before limit factor increase) is greater, then A) 3,496,630									
M. Lesser of J and K 3,496,630									
N. Refunds 0									
O. Total: M+N (unless stat max) 3,496,630									
P. Levy Corrections Year of Error: _____ Did the district cause the error?									
1. Minus amount over levied (if applicable) 0									
2. Plus amount under levied (if applicable) 0									
Q. Total Allowable Levy 3,496,630									
R. Tax Base For Regular Levy									
1. Total district taxable value (including state-assessed property, and excluding boats, timber assessed value, and the senior citizen exemption for the regular levy) 2,627,305,025									
S. Tax Base for Excess, Voted Bond Levies and Sr Exempt Lid Lifts									
2. Excess AV 2,603,843,585									
3. Plus Timber Assessed Value (TAV) 0									
4. Tax base for excess and voted bond levies (2+3) 2,603,843,585									
T. Increase Information									
1. Levy rate based on allowable levy 1.33088									
2. Last year's ACTUAL regular levy 3,171,878									
3. Dollar Increase over last year other than New Construction (-) Annexation 20,743									
4. Percent Increase over last year other than New Construction (-) Annexation 0.65398%									

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Adopting Assessed Value and Maximum Dollar Property Dollar Increase Ordinance	Agenda Date: November 6, 2025 AB25-126	
	Mayor Carol Benson	
	City Administrator Kevin O'Neill	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Andy Williamson	
	Finance – Xavier Mason	X
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Scott Hanis	
Fund Source: General Fund	Court – Judge Swain/Tawnya Parks	
Timeline: 2026		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachment: Ordinance 1: Property Tax Assessed Value and Maximum Dollar Increase for 2026		
SUMMARY STATEMENT: Adopting Assessed Value and Maximum Dollar Property Dollar Increase		
Every year, the Finance Department presents the annual budget to the City Council on behalf of the Mayor. The City of Black Diamond has an annual budget that is based upon the calendar year, beginning January 1st and ending December 31st. Internally, the planning process begins around June, and then City Council becomes involved around September until its passage. The purpose of the municipal budget is to manage the City's finances for the purposes of continually providing essential services, maintaining infrastructure, and supporting the community's priorities. Specifically, the work sessions, and ultimately the budget itself, serve as an exercise in financial planning, resource allocation, accountability and transparency, policy implementation, legal framework, and performance measurement for the benefit of Black Diamond residents. During the October 16, 2025, work session, City Staff discussed the General Fund revenues and possible property tax increases, along with their accompanying ordinances. Staff went into much detail describing the way property taxes are calculated based upon assessed value as determined by King County, new construction, annexations, adjustments, and a 1% increase. Staff also discussed the significance of property taxes and how they amount to roughly 57% of the General Fund's tax revenue. After the October 16, 2025, work session, there was a public hearing during the City Council meeting immediately following the work session. The public hearing was an opportunity for the public to discuss the ordinances, property taxes, and its possible increase. The two ordinances		

are Ordinance 1: Property Tax 1% Dollar Increase and Increase for 2026; Ordinance 2: Property Tax Assessed Value and Maximum Dollar Increase. Now, on November 06, 2025, the City Council will vote to either approve or not to approve the passage of those ordinances and acceptance of dollar increases from annexation, adjustments, and new construction.

The first ordinance sets the allowed Property Tax Dollar amount of the increase for 2026 and the percentage of increase of over last year's actual levy. The dollar amount calculated by King County for cities under 10,000 population for Black Diamond is **\$20,743 and is an allowed percentage of 1.00%** over last year's actual levy.

This agenda bill is for the second ordinance, to set the possible total amount of Property Tax that Black Diamond can collect in 2026 and the estimated Assessed Valuation of **\$2,627,305,025** as provided by King County. The Maximum dollar amount is set at **\$3,846,630** which includes an additional \$350,000 to cover any additional dollars added for new construction, annexations, State utility assessments or adjustments from King County between now and December 1, 2025, when King County finalizes the worksheets. The final King County worksheets are not expected until December 1, 2025, after the City has already adopted the required levy. The City's levy will be adjusted down by King County to the actual final amounts but cannot be increased.

The Property Tax Revenue is used for Public Safety, which includes Police, Fire, Court, and Emergency Services. This provides approximately 51% of the revenue needed to cover Public Safety costs.

Public Involvement

The public can get involved in discussing property taxes or the budget process at any meeting during the Public Comments segment of any city council meeting. If a member of the public wanted to discuss the two property tax ordinances, the November 6th 2025, meeting would be an opportune time, during the Public Comments.

City Council Action

City Council will vote to either approve or not to approve the passage of the Property Tax Assessed Value and Maximum Dollar Increase and acceptance of dollar increases from annexation, adjustments, and new construction.

FISCAL NOTE (Finance Department): The 2026 Budget Document includes the proposed General Fund revenue needed to cover public safety costs.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Property taxes were reviewed during a City Council Work Study on September 18, 2025, and October 16, 2025. Additionally, a public hearing was held on October 16, 2025.

RECOMMENDED ACTION: **MOTION to Approve Ordinance No. 25-1238 increasing the estimated assessed valuation and maximum Property Tax dollar amount for 2026 to be used for Public Safety, including Police, Fire, and Emergency Services.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 6, 2025		

ORDINANCE NO. 25-1238

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, LEVYING THE GENERAL PROPERTY TAXES FOR THE CITY FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2026, ON ALL PROPERTY BOTH REAL AND PERSONAL, SUBJECT TO TAXATION, FOR THE PURPOSE OF PROVIDING REVENUE FOR PUBLIC SAFETY FOR THE CITY OF BLACK DIAMOND FOR THE ENSUING YEAR AS REQUIRED BY LAW AND ESTABLISHING THE EFFECTIVE DATE.

WHEREAS, cities under a population of 10,000 may increase the regular property tax dollar amount of the levy from the previous year by up to one percent, and

WHEREAS, the City Council has properly given notice of the Public Hearings held on October 16, 2025 to consider the City's 2026 Property Tax Levy and the Preliminary Budget including the Revenue Sources, pursuant to RCW 84.55.120; and

WHEREAS, the City Council of Black Diamond, Washington has met and considered the Public Safety budgets for the year of 2026; and

WHEREAS, a public hearing was held on October 16, 2025 regarding the 2026 Revenue Sources and Public safety budget and the property tax levy, and

WHEREAS, King County requires that the 2026 Property Tax Levies be submitted by December 1st, 2025; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Amount. The preliminary assessed valuation of **\$2,627,305,025** is adopted. A regular property tax for 2026 is hereby levied in the maximum amount of **\$3,846,630** which includes an additional \$350,000 for any additional revenue resulting from new construction; construction of wind turbines, solar, biomass, and geothermal facilities, if such facilities generate electricity; improvements to property; any increase in the value of State assessed property; and any annexations that have occurred and refunds made by King County. The final dollar amount of Property Taxes is determined by King County and reduced to the actual amount levied.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by State or Federal law or regulations, such decisions or preemptions shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. **Effective Date** This Ordinance shall be published in the official newspaper of the city and shall take effect and be in full force five (5) days after the date of publication.

PASSED by the Council and approved by the Mayor of the City of Black Diamond, Washington, this 6th day of November 2025.

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

David A. Linehan, City Attorney

Posted:

Published:

Effective Date:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: November 6, 2025	AB25-127
Consideration of leasing City property for the construction of Cell Towers on the Public Works Maintenance Property and at Lake Sawyer Regional Park.	Mayor Carol Benson	
	City Administrator Kevin O'Neill	X
	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	
Fund Source:	Court – Judge Swain/Tawnya Parks	
Timeline:		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Black Diamond Cell Lease Agreement - PW, Black Diamond Cell Lease Agreement – Lake Sawyer, Black Diamond PW Site Sketch, Black Diamond Lake Sawyer Site Sketch		
SUMMARY STATEMENT: The City was recently approached by Atlas Tower LLC who were looking to build and maintain two cellular towers in Black Diamond. Atlas Tower has proposed two locations for these cell towers that are located on City property, one at the Lake Sawyer Regional Park and the other at the Public Works Maintenance Yard. Both proposed properties will have individual leases that will be nearly identical. The proposed draft agreement can be found attached to this item. Some of the key highlights of the lease are below: • Height: Each tower will be approximately 150 ft in height • Footprint: Each tower will be about 50'x50' measuring 2500 sq. feet. • City Compensation: ○ One-time up-front payment: \$120,000 each site ○ Monthly lease: \$600 for initial cell carrier, plus 20% cost share for additional cell carriers for each site • 2.5% annual rent increase • Term: 20 years, with two 5-year extensions • Atlas Tower company to pay all permit fees, construction cost, and carry If Council is supportive of these two leases, staff will continue working with Atlas Tower and bring final lease agreements before Council at a future meeting.		

FISCAL NOTE (Finance Department): N/A

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **Discussion only.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 6, 2025		

LANDLORD:

CITY OF BLACK DIAMOND
PO BOX 599
BLACK DIAMOND, WA 98010
Landlord E-mail: koneill@blackdiamondwa.gov
Landlord Phone #: 360-469-9789

TENANT:

Atlas Tower 1, LLC
2500 30th Street, Suite 304
Boulder, CO 80301
(720) 798-5670

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease" or "Agreement") is made upon the date of the last signature ("Effective Date") by and between, CITY OF BLACK DIAMOND (the "**Landlord**"), whose address is PO BOX 599 BLACK DIAMOND, WA 98010, United States, and Atlas Tower 1, LLC (the "**Tenant**"), whose address is 2500 30th Street, Suite 304, Boulder, CO 80301.

Section 1.01

WHEREAS, the Landlord owns certain real property located at 32820 3RD Ave Black Diamond, WA 98010 with parcel number 1421069014 that is more particularly described or depicted in attached **Exhibit 1** (the "**Property**"); and,

WHEREAS, the Tenant desires to lease from Landlord a certain portion of the Property, more particularly described or depicted in attached **Exhibit 2**.

NOW THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

1. OPTION TO LEASE.

- (a) Landlord grants to Tenant an option (the "**Option**") to lease a portion of the Property measuring approximately (50 feet x 50 feet, measuring 2500 sq. feet.) as described on attached **Exhibit 2**, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described/depicted on the attached **Exhibit 2** (collectively, the "**Premises**").
- (b) The Testing Period shall run from and after the Effective Date for a period of twelve (12) months (the "**Testing Period**"). During the Testing Period, and at any time during the Term (as defined below) of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's intended use, all at Tenant's expense. Tenant will restore the Property to its condition as it existed at the commencement of the Testing Period (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall be responsible for any claims, losses, or damages arising directly from Tenant's testing activities on the Premises, but only to the extent caused by Tenant's negligence or willful misconduct. Tenant shall not be responsible for any pre-existing conditions on the Property, or for any claims, losses, or damages arising from the negligence, willful misconduct, or breach of this Agreement by the Landlord. This responsibility shall apply only during the Testing Period and only with respect to the testing activities authorized under this Lease.
- (c) If Tenant requires additional time to complete its due diligence beyond the initial twelve (12) month Testing Period, Tenant may request one or more extensions of the Testing Period for successive periods of twelve

(12) months each, subject to Landlord's written consent, which consent shall not be unreasonably withheld. For each such twelve (12) month extension, Tenant shall pay Landlord an extension fee of One Thousand dollars (\$1,000.00), due upon the execution of each extension period.

- (d) During the Testing Period and any mutually agreed upon extension thereof, Tenant may exercise the Option and commence the Initial Term of this Agreement by notifying Landlord in writing. If Tenant commences the Initial Term, then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement, and Landlord shall have the right to collect Rent as set forth herein. If Tenant does not exercise the Option and commence the Initial Term during the Testing Period or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

2. TERM.

- (a) The Initial Term shall commence upon the earlier of (1) the election of Tenant by sending Notice of Commencement to Landlord or (2) on the first day of the month in which site construction begins (the "**Commencement Date**"), which shall be confirmed in writing from Tenant to Landlord. Unless extended or sooner terminated as herein provided, the initial term shall be for a period of 240 Months following the Commencement Date ("**Initial Term**"). Upon the Commencement Date, Landlord shall provide information to place or initiate automatic Rent payment delivery into Tenant's accounting and payment system.
- (b) Tenant shall have the option to extend the term of this Lease for Four 5-year Extensions each (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord of its intent not to renew, such notice to be delivered not less than thirty (30) days prior to the end of the then-current term.

3. **RENT.** Tenant shall pay to Landlord beginning 45 days following site construction begins (the "**Rent Commencement Date**") a monthly rental amount of Six Hundred Dollars (\$600.00), ("**Rent**"), for the initial national broadband mobile network carrier to install equipment on the Communications Facility ("**Anchor Tenant**"), and a one-time payment of One Hundred Twenty Thousand Dollars (\$120,000.00) to compensate Landlord for the costs of investigating, negotiating, and administering this agreement, at the address set forth above. Rent will be prorated for any partial month. The initial Rent payment will be forwarded by Tenant to Landlord within sixty (60) days from the Rent Commencement Date, except that the one-time payment will be paid within thirty (30) days of site construction completion. At any time during the Term of the Lease, Tenant may propose to Landlord a partial buydown or full buyout of the Rent. Landlord hereby agrees to negotiate such buydown or buyout in good faith and, if accepted, agrees to execute any permanent easement documents necessary in connection therewith.

Tenant shall also pay to Landlord 20% of monthly fees charged ("**Additional Rent**") for each additional national broadband mobile network carrier to install equipment on the Communications Facility ("**Additional Tenants**"), as shown by the payment schedule below. On every yearly anniversary from the Rent Commencement Date, the Rent shall increase by two and one-half percent (2.5%) over the previous years' Rent amount.

Anchor Tenant: Six Hundred Dollars (\$600.00)

Anchor Tenant plus one Additional Tenant: Six Hundred Dollars (\$600.00) plus 20% of additional tenant monthly rent/month

Anchor Tenant plus two Additional Tenants: Six Hundred Dollars (\$600.00) plus 20% of additional tenant monthly rent/month

4. TAXES.

- (a) Prior to locating Tenant's Facilities on the Premises, Tenant shall obtain a business license from the City as may be required by City code. Further, Tenant shall pay promptly, and before they become delinquent (i) all taxes on all merchandise, personal property, and improvements owned or placed by Tenant on the Premises; (ii) all public utility fees and charges related to the conduct of Tenant's business on the Premises; (iii) all permits, licenses, and land use approvals relating to the conduct of business on the Premises by Tenant; and (iv) any other tax including utility taxes and business license fees billed to Tenant by the City.

- (b) In addition to the Rent, Tenant shall pay annually in advance to the City the then-current applicable leasehold excise tax unless Tenant is centrally assessed by the state of Washington and provides advanced documentation of its central assessment prior to execution of this Agreement. If Tenant is centrally assessed by the state of Washington and Tenant provides evidence of its central assessment to the City prior to execution of this Agreement, then for any and all periods that Tenant reports the property is "operating property" as defined in RCW 84.12.200, Tenant will not be required to pay leasehold excise tax to the City. Should the City collect from Tenant and pay to the Department of Revenue leasehold excise tax which is subsequently determined to be a duplicate payment or overpayment of the tax by Tenant, Tenant shall not have any claim against the City, but shall look directly to the Department of Revenue for reimbursement. The City shall reasonably cooperate, at no expense or liability to City, to the extent the Department of Revenue requires any information or action from City to resolve Tenant's claim for reimbursement.

5. USE.

- (a) Tenant may use the Premises for the purpose of erecting, installing, operating, maintaining and removing a radio and communications tower, using any site-specific design including self-supporting tower, monopole stealth tower (e.g. monopine, bell tower, silo, etc.), or guy wire tower (with necessary cable anchor easements), to transmit and receive with equipment, antennas, dishes, mounting structures, buildings, and related equipment and for any other lawful purpose. Tenant may make any improvement, alteration or modification to the Premises as are deemed appropriate by Tenant. Tenant shall have the exclusive right to install upon the Premises communications towers, buildings, equipment, backhaul equipment and cable for all wireless communication equipment to be installed on the Property, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary.
- (b) Landlord grants Tenant the right to clear all trees, undergrowth, or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, on the Property which may interfere with or fall upon the Communications Facility or Premises. Landlord grants Tenant a non-exclusive easement in, over, across and through other real property owned by Landlord as reasonably required for construction, installation, maintenance, operation, and removal of the Communication Facilities. Tenant shall be entitled to sublease and/or sublicense the Premises, including any communications tower located thereon, as more fully described in Section __, below ("Sublease"). At all times during the Term of this Lease, Tenant, and its guests, agents, customers, lessees, and assigns shall have the unrestricted, exclusive right to use, and shall have free access to the Premises seven (7) days a week, twenty-four (24) hours a day. Subject to the provisions of Section __ ("Sublease"), Tenant shall have the exclusive right to sublease or grant licenses to use the radio tower or any structure or equipment on the Premises, but no such sublease or license shall relieve or release Tenant from its obligations under this Lease. If at any time during the Term of this Lease, the Federal Aviation Administration, Federal Communications Commission, or other governmental agency changes its regulations and requirements, or otherwise takes any action, the result of which inhibits Tenant's use of the Premises, or any communications tower located thereon, for the purposes originally intended by Tenant, or if technological changes render Tenant's intended use of the Premises obsolete or impractical, or if Tenant otherwise determines, in its sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Lease upon written notice to Landlord, as more fully described in Section 11 ("Termination"), below.

- 6. ACCESS AND UTILITIES.** Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its' customers, employees, agents, invitees, successors and assigns a nonexclusive easement for ingress and egress, as well as for the construction, installation, operation and maintenance of overhead and underground electric and other utility facilities (including wires, poles, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority, along with the right to modify, adjust, or redesign any such access and utility easement in order to comply with local or state fire access requirements and enjoy all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the easement for the purposes described above. Landlord hereby agrees to enter into a separate access and utility easement with any public or private utility company in connection with Tenant's use of the easement and Premises, if required by such company.

7. **EMERGENCY WORK.** In the event of any emergency in which any of Tenant's Facilities in or on the Premises break or are damaged, or if Tenant's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety or any individual or poses a substantial risk to environmentally sensitive areas or habitat, Tenant shall immediately take the proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals and/or environmentally sensitive areas or habitat without having to first apply for any obtain permit or other authorizations as required by this Agreement. However, Tenant shall notify Landlord of the need for such emergency work immediately upon learning of the emergency and further, Tenant shall obtain any Governmental Approvals necessary for performing such emergency work within two (2) business days of commencing such work.
8. **DANGEROUS CONDITIONS, AUTHORITY FOR LANDLORD TO ABATE.** Whenever construction, installation, or excavation of the Facilities authorized by this Agreement has caused or contributed to a condition that appears to substantially impair the lateral support of the Premises or Property, adjoining public way, street, or public place, or otherwise endangers the public, any street utilities, or City-owned property, the City Administrator or his/her designee may direct Tenant, at Tenant's sole expense, to take action to protect the Property and Premises, the public, adjacent streets, ways, or places, and/or City-owned property. Such action may include compliance within a reasonable prescribed time. In the event that Tenant fails or refuses to promptly take the actions directed by Landlord or fails to fully comply with such directions, or if emergency conditions exist that require immediate action, Landlord may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets or public ways, the utilities, and City-owned property to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and Tenant shall be liable to Landlord for the costs thereof. The provisions of this Paragraph shall survive the expiration, revocation, or termination by other means of this Agreement.
9. **SECURITY BOND.** Upon execution of this Agreement, Tenant shall post a corporate performance bond in the amount of \$30,0000 ("Security Bond"), in a form reasonably acceptable to the City Attorney, to guarantee the full and complete performance of the requirements of this Agreement and to guarantee payment of any costs, expenses, damages, or losses the City pays or incurs, including civil penalties, because of any failure caused by the Tenant to comply with the requirement of this Agreement or any Governmental Approvals. Before any sums are withdrawn from the Security Bond, Landlord shall give written notice to Tenant (a) describing the default or failure to be remedied, or the damages, cost, or expenses that Landlord has incurred by reason of Tenant's acts or omissions; (b) providing a reasonable opportunity for Tenant to first remedy the existing or ongoing act, omission, or default, if applicable; and (c) inviting Tenant to review the act, omission, or default described in the notice with the Public Works Director or his/her designee.
10. **EQUIPMENT AND SIGNS.** All improvements, equipment or other property attached to or otherwise brought onto the Premises shall at all times be the personal property of Tenant and/or its subtenants and licensees. Tenant or its customers shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the equipment, structures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises or a fixture, but shall remain the property of Tenant or its customers. At any time during the Term of this Lease, Tenant or its customers shall have the right to remove their equipment, structures, signs, and personal property from the Premises. Within a reasonable time after termination hereof, Tenant or its customers shall have the obligation to remove all above ground equipment, structures, signs, and personal property from the Premises.
11. **TERMINATION.**

- (a) In the event that (i) any Governmental Approval issued to Tenant is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (ii) Tenant determines that the Premises is no longer compatible for its use, Tenant shall have the right to terminate this Agreement. Tenant shall provide Landlord written notice at least sixty (60) days prior to such termination. All rentals paid to said termination date shall be retained by Landlord. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other hereunder or as otherwise described elsewhere in this Agreement. In the event that Tenant terminates this Agreement for reasons listed in (ii) above, Tenant shall pay an immediate termination fee equal to one (1) year's Rent at the then-current rental amount.
- (b) In addition to any other remedies available to it at law or in equity, a non-breaching Party may terminate this Agreement upon thirty (30) days' written notice following a determination of a material breach by the other Party which the other Party fails to cure within thirty (30) days after written notice by the non-breaching Party, or, if the breach cannot reasonably be remedied in such time, if the breaching Party does not commence a remedy within the allotted thirty (30) days and diligently pursue the cure to completion within ninety (90) days after the initial written notice.
- (c) Following the Commencement Date, Landlord may terminate this Agreement immediately in the event of an emergency, or within thirty (30) days' notice for reasons involving serious threat to public health, safety, or welfare not constituting an emergency.
- (d) If Tenant's tenancy remains after the termination of this Agreement, the occupancy of the Premises after the termination shall be that of a tenancy at sufferance. Tenant's occupancy of the Premises during the holdover shall be subject to all the terms and provisions of this Agreement, and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to one hundred fifty percent (150%) of the then-annual Rent divided by twelve ("Holdover Rent"). Such Holdover Rent shall be payable in advance on or before the first (1st) day of each month. No holdover by Lessee or payment by Lessee after the termination of this Agreement shall be construed to extend the Term or shall be construed to waive any applicable terms of the Agreement or prevent Lessor from immediate recovery of possession of the Premises by summary proceedings or otherwise. In addition to the payment of the amounts provided above, if Lessor is unable to deliver possession of the Premises to a new tenant, or perform improvements for a new tenant as a result of Lessee's holdover, Lessee shall be liable to Lessor for all damages. Nothing herein shall be construed as Lessor's consent to such holding over.

12. REMOVAL OF FACILITIES.

- (a) Upon termination of this Agreement, Tenant shall remove its Facilities and all other personal property from the Premises and shall restore the Premises to its original condition or better, reasonable wear and tear excepted. Landlord agrees and acknowledges that all of the equipment and all other personal property of Tenant shall remain the personal property of Tenant, who shall have the right to remove the same at any time during the Term. If such time for removal causes Tenant to remain on the Premises after termination of this Agreement, Tenant shall pay Rent consistent with the requirements of Paragraph ____ above, until such time as the removal of the personal property is completed. If Tenant maintains Facilities on the Premises longer than one hundred twenty (120) days after the termination of this Agreement, Landlord may, at its sole option, remove Tenant's personal property and dispose of Tenant's equipment at Tenant's sole cost and expense.
- (b) Tenant shall remove all Facilities to a depth of three (3) feet below grade unless Landlord and Tenant mutually agree that any such improvements shall remain on the Premises, in which event Tenant shall transfer, bequest, or devise its interest in the improvements to the City. Restoration of the Premises shall be to a condition that is equivalent to or better than the condition of the Premises prior to the installation, operation, or maintenance of the Facilities and to a condition satisfactory to Landlord in its sole, reasonable discretion.

- 13. ASSIGNMENT.** Tenant may assign this Lease to any person or entity at any time without the prior written consent of Landlord. After delivery by Tenant to Landlord of an instrument of assumption by an assignee that assumes all the obligations of Tenant under this Lease, Tenant will be relieved of all liability hereunder. Subject to Section 15, Landlord shall be obligated to assign this Lease to any person or entity who or which acquires fee

title to the entire Property and such assignee shall be subject to and bound by all provisions of this Lease; provided, that Landlord will not be relieved of liability under this Agreement until the documents required to be delivered pursuant to this Section 8 have been delivered to Tenant. Except for the foregoing, assignment of this Lease by Landlord must be approved by Tenant, in Tenant's sole discretion. Notwithstanding any prohibition on assignment set forth herein, Tenant may collaterally assign its rights hereunder to a lender ("Lender") as security for a loan. In event of default by Tenant of Tenant's obligations to any Lender, Tenant's Lender shall have the express right to assume the Tenant's obligations under the Lease and acquire and/or sell all of the Tenant's rights under the Lease and improvements without consent from the Landlord. In the event the Property is transferred, the new Landlord shall have a duty at the time of transfer to provide Tenant with (1) a completed IRS Form W-9, or its equivalent, or other paperwork required to affect a transfer of Rent to the new Landlord, (2) a copy of the old deed, (3) a copy of the new deed, (4) a bill of sale or transfer of the lease, (5) a copy of the current tax bill, and (6) full contact information for the new Landlord. Until Tenant receives the foregoing documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to withhold rental payments due hereunder. The provisions of this paragraph shall in no way limit Tenant's rights or Landlord's obligations under the terms of this Lease.

14. REPRESENTATIONS, WARRANTIES AND COVENANTS.

- (a) Landlord warrants and represents that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant, in writing prior to the execution hereof, and that it alone has full right to Lease the Premises for the Term set out herein. Landlord further represents and warrants that Tenant, on paying the Rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the Term of this Lease. Landlord shall not subdivide any portion of the Property without Tenant's prior written consent, which shall not be unreasonably withheld. The individual(s) signing on behalf of Landlord each represents and warrants that s/he is fully authorized to sign on behalf of Landlord and to bind Landlord to the terms of this Agreement.
- (b) Landlord shall promptly pay all real estate taxes and assessments against the Premises when due and shall avoid any delinquencies with respect thereto. Landlord shall also pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Premises, including, without limitation, judgments, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Lease, such as the payment of real estate taxes and assessments, or breaches any other obligation or covenant under this Lease, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord. The full amount of any costs so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) shall be paid by Landlord to Tenant with interest at the statutory rate thereon.
- (c) Landlord does hereby authorize Tenant and its employees, representatives, agents and consultants to prepare, execute, submit, file and present on behalf of Landlord building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Landlord understands that any such applications and/or the satisfaction of any requirements thereof may require Landlord's cooperation, which Landlord hereby agrees to provide. Landlord's authorization to Tenant under this paragraph shall be limited to uses and activities identified in this Lease, which include the construction, operation, and maintenance, of a wireless communication site.
- (d) Landlord shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause any tower on the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the proper zoning approvals required to use and maintain the Premises and the tower site.

- (e) Landlord has complied with all, and will continue to comply with environmental, health, and safety laws with respect to the Premises, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Landlord or regarding the Premises alleging any failure to so comply. Without limiting the generality of the preceding sentence, Landlord and the Premises are in compliance with all environmental, health, and safety laws. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Premises by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Premises. To the knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Premises. Landlord hereby agrees to indemnify, defend and hold harmless Tenant, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees, from and against all claims and liabilities (including reasonable attorneys' and fees court costs) caused by or arising out of the presence of any asbestos or hazardous material present at the Property, except to the extent such presence was caused by Tenant. The indemnity set forth in this Section 9(e) shall survive the expiration or termination of this Agreement.
- (f) All utilities required for the operation of the Tenant's improvements enter the Premises through adjoining public streets or, if they pass through an adjoining private tract, do so in accordance with valid public easements. All utilities are installed and operating, and all installation and connection charges have been paid in full or will, if not paid, be paid by Tenant.
- (g) Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads, or to sewer or other utility services serving the Premises. The Premises abuts on and has direct vehicular access to a public road or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the parcel of real property, and access to the property is provided by, and will continue to be provided by, paved public right-of-way with adequate curb cuts available.
- (h) With respect to the Premises, except as disclosed in writing to Tenant prior to the execution hereof: there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the of Premises; there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and there are no parties (other than Landlord) in possession of the Premises.
- (i) The description/depiction of the Premises initially set forth in Exhibit 2 reflects the anticipated, pre-construction location of the Communications Facility, and the parties hereby agree and acknowledge that Exhibit 2 will be replaced with a legal description as set forth in a final, as-built survey. Accordingly, the parties hereby agree that, if any part of such tower, buildings, roadways, utilities, or anchors related to the communications tower is located beyond the initial legal description/depiction of the Premises or any easements specified in the Lease, the Lease is hereby amended without the requirement of executing any further instruments to provide that the leased Premises includes the existing location of any such improvements, to the extent that such improvements are located on real property owned by Landlord. To the extent that such improvements are not located on real property owned by Landlord, Landlord shall cooperate with Tenant and shall use reasonable efforts to secure approval and/or permission from the owner of the real property on which such improvements are located.
- (j) Landlord authorizes Tenant to request, and Landlord hereby agrees to utilize reasonable efforts to assist Tenant in obtaining, a Subordination and Non-Disturbance Agreement from Landlord's lender.
- (k) Landlord agrees not to use, or to sell or lease to any party other than Tenant, any of the subject Property or any property owned by Landlord within one (1) mile of the Property ("Surrounding Property") for the installation, operation, or maintenance of other wireless communication facilities without the express written permission of Tenant and subject to a study to determine if such other facility might interfere with the then existing equipment and structures. Tenant shall retain the right to refuse such use for any reason. Landlord shall not be prohibited from the selling, leasing or use of the Property or Surrounding Property for non-wireless communication use.

15. HOLD OVER TENANCY. Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of the Term set forth herein, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

16. INDEMNIFICATION.

- (a) Tenant releases, covenants not to bring suit, and agrees to indemnify, defend, and hold harmless Landlord, its officers, elected and appointed officials, employees, agents, volunteers, contractors, and representatives from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property caused by or arising out of any acts or omissions of Tenant, its agents, servants, officers, or employees in relation to this Agreement or the exercise of any rights granted within this Agreement, except to the extent attributable to the sole negligence or intentional misconduct of Landlord, its officers, elected or appointed officials, employees, agents, volunteers, contractors, or representatives. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised, with Tenant's prior written consent, prior to the culmination of any litigation or the institution of any litigation.
- (b) Inspection or acceptance by Landlord of any work performed by Tenant shall not be grounds for avoidance by Tenant of any of its obligations under this Section ____ Indemnification.
- (c) To the extent the provisions of RCW 4.24.115 are applicable, the Parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute, and liability shall be allocated as provided therein. It is further specifically and expressly understood that the indemnification provided constitutes Tenant's waiver of immunity under Title 51 RCW. This waiver has been mutually negotiated by the Parties.
- (d) Notwithstanding any other provisions of this section, Tenant assumes the risk of damage to its Facilities located upon the Premises from activities conducted by the City, its officers, elected or appointed officials, agents, employees, volunteers, contractors, and representatives, except to the extent any such damage or destruction is caused by or arises from any negligence, willful misconduct, or criminal actions on the part of the City, its officers, agents, employees, volunteers, elected or appointed officials, or contractors. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation: lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under this Agreement. Each Party releases and waives any and all such claims against the other Party, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors.
- (e) The provisions of this section shall survive the expiration, revocation, or termination of this Agreement

17. WAIVERS. EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS LEASE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

18. INSURANCE.

- (a) Tenant shall procure and maintain for so long as Tenant in any way occupies the Premises, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the acts or omissions of Tenant, its agents, representatives, employees, contractors, and subcontractors. Tenant shall require that every subcontractor maintain insurance commensurate with their scope of work. Tenant shall procure insurance from insurers with a current A.M. Best rating of not less than A-:VII. Tenant shall provide a copy of a certificate of insurance and blanket additional insured endorsement to Landlord for its inspection at the time of acceptance of this Agreement, and such insurance certificate shall evidence a policy of insurance that includes:
- i. Commercial General Liability insurance with limits not less than \$5,000,000 per occurrence for bodily injury and damage or destruction to property and \$10,000,000 general aggregate.
 - ii. Commercial Auto Liability insurance on all owned, non-owned, and hired automobiles with a combined single limit of not less than two million (\$2,000,000) each accident.
 - iii. Workers Compensation insurance, applicable to work performed in Washington State, providing the statutory benefits and Employers Liability with a limit of \$1,000,000 each accident/disease/policy limit.
 - iv. Umbrella liability policy with limits of \$5,000,000 per occurrence and in the aggregate.
 - v. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. If the Contractors Pollution Liability insurance is written on a claims-made basis, Tenant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time this Agreement expires or is terminated. Landlord shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.
- (b) Payment of deductibles or self-insured retention shall be the sole responsibility of Tenant. Tenant may utilize primary and umbrella liability insurance policies to satisfy the insurance policy limits required in this Section. Tenant's umbrella liability policy shall provide "follow form" or at least as broad as required coverage over its required commercial general liability, automobile liability, and workers compensation/employer's liability insurance policies.
- (c) The required insurance policies, with the exception of Workers' Compensation and Employer's Liability obtained by Lessee shall include Landlord, its officers, elected and appointed officials, employees, agents, volunteers, and representatives ("Additional Insureds"), as an additional insured with coverage at least as broad as Additional Insured Managers Lessors of Premises ISO form CG 20 11 or equivalent. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. Tenant shall provide to Landlord upon mutual execution of this Agreement, a certificate of insurance and blanket additional insured endorsement. Receipt by Landlord of any certificate showing less coverage than required under this Agreement is not a waiver of Tenant's obligations to fulfill the requirements under this Section. Tenant's required general and auto liability insurance shall be primary insurance with respect to Landlord. Any insurance, self-insurance, or insurance pool covered maintained by Landlord shall be in excess of Tenant's required insurance and shall not contribute with it.

- (d) Upon receipt of notice from its insurer(s), Tenant shall provide Landlord with thirty (30) days' prior written notice of cancellation of any insurance policy required pursuant to this Section. Tenant shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this Section. Failure to maintain insurance policies meeting the requirements of this Section shall be a material breach of this Agreement.
- (e) Tenant's maintenance of insurance as required by this Section shall not be construed to limit the liability of Tenant to only the coverage provided by such insurance, or otherwise limit Landlord's recourse to any remedy available at law or equity. Further, Tenant's maintenance of insurance policies required by this Agreement shall not be construed to excuse unfaithful performance under this Agreement by Tenant.
- (f) Landlord may review all insurance limits once every calendar year during the duration of this Agreement and may make reasonable adjustments in the limits upon thirty (30) days' prior written notice to Tenant. Tenant shall then provide a certificate of insurance to Landlord showing compliance with these adjustments.

19. INTERFERENCE. During the Term of this Lease, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to any property adjacent to the Premises: (a) for any of the uses contemplated in paragraph 5 herein; or (b) if such lease, license, or easement would detrimentally impact Tenant's Communications Facility, or the use thereof. Landlord shall not cause or permit the construction of radio or communications towers on the Premises or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Premises (the "Surrounding Property"), except for towers constructed by Tenant.

20. ASSIGNMENT OF RENTAL STREAM. If at any time after the Effective Date of the Agreement, Landlord receives a bona fide, arm's length written offer from a third party seeking an assignment or purchase of the rental stream associated with this Agreement or a purchase of the leased Premises ("Rental Stream Offer"), Landlord shall furnish Tenant with a copy of such offer (the "Transfer Notice") within 15 days of receipt. The Transfer Notice shall set forth the exact terms of the offer so received, together with a copy of such offer, and shall state the desire of the Landlord to sell on such terms and conditions. Thereafter, the Tenant shall have the right and option to match the Rental Stream Offer at the price and upon the terms and conditions specified in the Rental Stream Offer. If the Tenant desires to exercise its option, it shall give notice (the "Counternotice") to that effect to the Landlord within thirty (30) days after receipt of the Transfer Notice. The closing pursuant to this option shall occur at the time set forth in the Rental Stream Offer, provided that Tenant shall not be required to close before the 15th day following the date of the Counternotice. The Tenant's failure to give a timely Counternotice (or its notice of refusal to purchase) shall be deemed a waiver of its rights to exercise its right of first refusal to accept the Rental Stream Offer but shall not be deemed a waiver of its rights under this paragraph with respect to any modification to the Rental Stream Offer or any future Rental Stream Offers.

21. WAIVER OF LANDLORD LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law. Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

22. SECURITY. The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure its improvements, including the tower(s), building(s), and related improvements situated upon the Premises. Tenant may also undertake any other appropriate means to restrict access to its communications towers, buildings, and related improvements. The security activities under this paragraph shall only apply to the Premises and shall be limited to uses and activities identified in this Lease, which include the construction, operation, maintenance, of a wireless communication site.

23. FORCE MAJEURE. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.

- 24. CONDEMNATION OR DESTRUCTION.** Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of the Premises, the Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon the Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon, and in no event shall the Lease be terminated or modified (other than an abatement of Rent) due to a condemnation without the prior written consent of Tenant. If the Premises or Tenant's Facilities are substantially damaged or destroyed by a third-party or event outside of Tenant's control, Tenant may elect to terminate this Agreement as of the date of the substantial damage or destruction by giving notice to Landlord no more than thirty (30) days following the date of such substantial damage or destruction. If Tenant chooses not to terminate this Agreement, Rent shall continue to be due to Landlord without reduction or proration.
- 25. DEFAULT.** The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.
- 26. ATTORNEY'S FEES.** If there is any legal proceeding between Landlord or Tenant arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.
- 27. PRIOR AGREEMENTS.** The parties hereby covenant, recognize and agree that the terms and provisions of this Lease shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.
- 28. SUBLEASE.** Tenant shall have the right to sublet or license all or any portion of Tenant's Facilities and the Premises, together with access and utilities thereto, subject to Landlord's prior written consent which shall not be unreasonably withheld, conditioned, or delayed. Any sublessee shall comply with the terms and conditions of this Agreement pertaining to the sublessee's usage of the Premises, including but not limited to, sections 18 (Insurance) and 16 (Indemnification). Landlord shall also be entitled to twenty percent (20%) of any fees or other compensation received by Tenant from any sublessee(s) for co-locating facilities on the Premises.
- 29. REPAIRS.** Tenant shall not be required to make any repairs to the Premises or Property unless such repairs are necessitated by reason of the acts or omissions of Lessee or anyone acting on Lessee's behalf or under permissions granted by Lessee.
- 30. HAZARDOUS SUBSTANCES.**
- (a) Tenant agrees that it will not, nor will it permit any third party to, use, generate, store, release, or dispose of any Hazardous Material (as defined below) in, on, under, about, or within the Premises or Property in violation of any law or regulation. Landlord represents and agrees that it will not, nor will it permit any third party to, use, generate, store, release, or dispose of any Hazardous Material in, on, under, about, or within the Property (including the soil, surface water, and groundwater thereunder) except in compliance with any applicable law or regulation.

- (b) Tenant shall defend, indemnify, protect, and hold harmless Landlord and its employees, agents, contractors, officers, elected officials, successors, representatives, and assigns from and against any and all losses, liabilities, damages, penalties, fines, claims, and/or costs (including reasonable attorneys' and consultants' fees and costs) of every type and nature arising out of or in connection with the generation, storage, release, or disposal of any Hazardous Materials by Tenant in, on, under, about, or within the Premises or Property in violation of any laws or regulations, except to the extent caused by Landlord or its employees, agents, contractors, officers, elected officials, successors, representatives, or assigns in violation of applicable law.
- (c) Tenant and its partners, affiliates, agents, employees, contractors, directors, successors, representatives, and assigns shall store and handle all equipment and materials in a safe, careful, and workmanlike manner while on the Property or Premises. Tenant shall promptly remove and remediate in compliance with the law any discharge, leak, emission, or release of Hazardous Materials resulting from Tenant's activities, improvements, or equipment. All costs and expenses associated in any way with a discharge, leak, emission, or release of Hazardous Material from Tenant's activities, improvements, or equipment shall be at the sole cost and expense of Tenant.
- (d) As used herein, the term "Hazardous Material" means:
 - i. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;
 - ii. Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder;
 - iii. Any "hazardous substance" as defined by Washington's Model Toxics Control Act, Chapter 70.105D RCW, as amended from time to time, and regulations promulgated thereunder; and
 - iv. Any substances, material, waste, or emission that has been found to be "hazardous," "toxic," "radioactive," a "pollutant," or a "contaminant" under applicable law relating to the regulation of pollution or protection of human health and the environment.
 - v. The indemnifications of Landlord and Tenant in this Section shall survive the expiration or termination of this Agreement.

31. DISPUTE RESOLUTION. Any judicial proceedings to interpret, construe, or enforce this Agreement or the rights and obligations of the parties with respect to the subject matter of this Agreement, shall be brought in the state or federal courts in King County, Washington, which shall be the exclusive venue for such proceedings. The substantially prevailing party in any such proceedings shall be entitled to recover the costs and expenses incurred by such party in such action, including reasonable attorneys' fees and any consultant and expert witness fees.

32. NOTICES. All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a parties at the address below, or to such other address that a party below may provide from time to time:

LANDLORD:
CITY OF BLACK DIAMOND
Attn: City Administrator
PO BOX 599
BLACK DIAMOND, WA 98010
koneill@blackdiamondwa.gov
360-851-4505

TENANT:
Atlas Tower 1, LLC
2500 30th Street, Suite 304
Boulder, CO 80301

33. MISCELLANEOUS.

- (a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Lease.
- (b) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- (c) Each party hereto agrees that in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by both parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- (d) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.
- (e) Failure of either party to insist on strict performance of any of the conditions or provisions of this Lease, or failure to exercise any of a party's rights hereunder, shall not waive such rights.
- (f) This Lease shall be governed by and construed in accordance with the laws of the state in which the Leased Premises are located, without regard to conflicts of law.
- (g) This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the Leased Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.
- (h) This Lease will run with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- (i) A short-form memorandum of this Lease may be recorded at Landlord or Tenant's option in the form as depicted in **Exhibit 3** attached hereto and each party hereby agrees to execute such form promptly following request by the other.
- (j) As a condition precedent to payment, Landlord agrees to provide Tenant with a completed W-9 form upon Lease execution for Tenant's bookkeeping and tax accounting purposes.
- (k) Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents and assurances as Tenant may reasonably request from time to time in order to effectuate and perform all of the terms, provisions and conditions of this Lease and all transactions and permitted use contemplated by this Lease.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
SIGNATURES BEGIN ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date last signed by a party hereto.

LANDLORD:

CITY OF BLACK DIAMOND

Signature: _____

Printed Name: _____

Title: _____

Date: _____

TENANT:

Atlas Tower 1, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT 1
Description of Parent Tract

Real property with parcel number 1421069014 and an assessor legal description of TO BE DETERMINED .

EXHIBIT 2

The Premises is depicted/described as follows: (50 feet x 50 feet, measuring 2500 sq. feet.) and will be replaced by a surveyed legal description when available. The Premises may be located anywhere on the Property so long as it is contained within the shaded space depicted below:

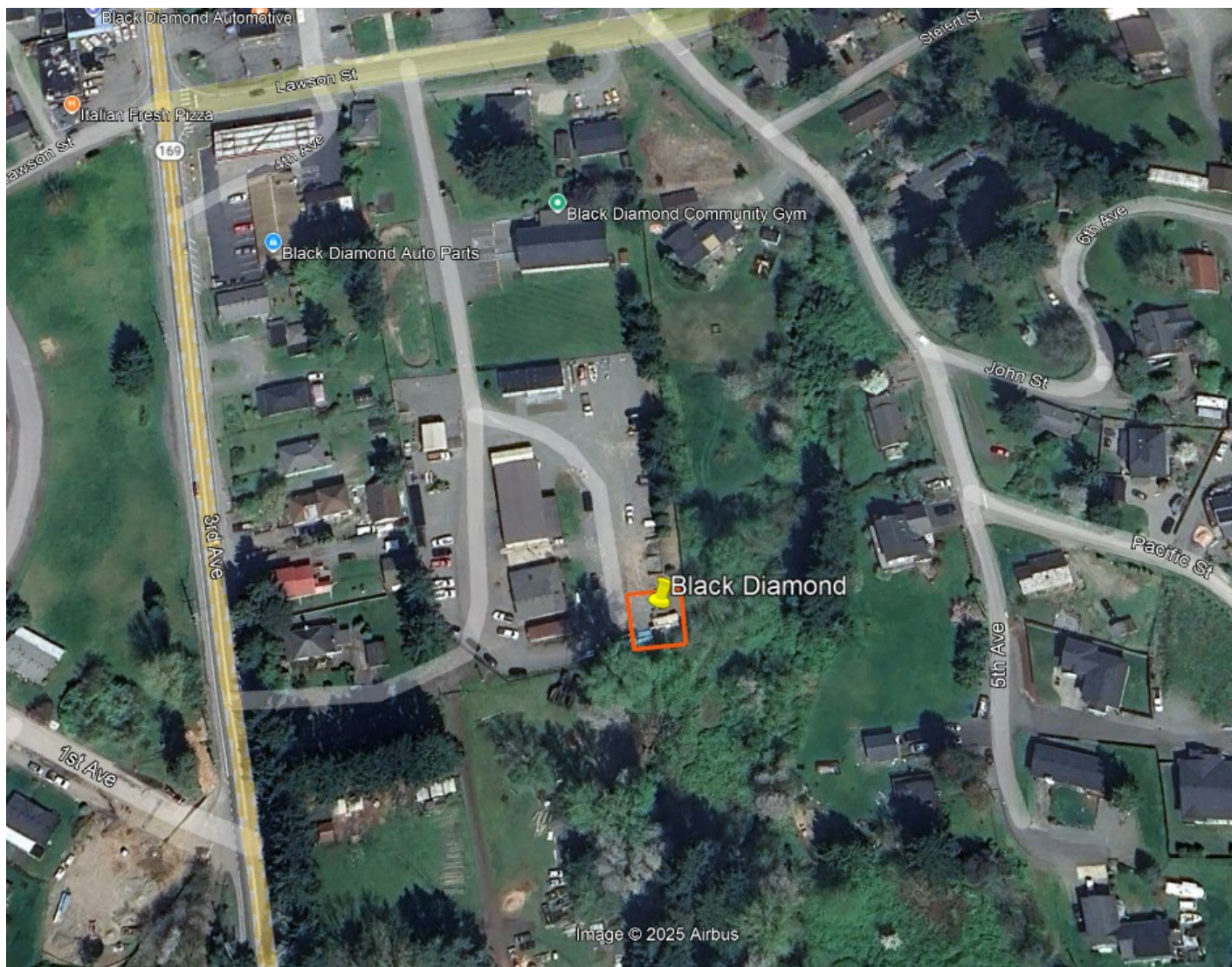


EXHIBIT 3

Memorandum of Lease Agreement attached hereto on subsequent page(s).

Return to:
Atlas Tower 1, LLC
2500 30th Street, Suite 304
Boulder, CO 80301

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease evidences a Lease ("Lease") is made upon the date of the last signee, in the recording district of King County, WA, by and between, CITY OF BLACK DIAMOND (the "Landlord"), whose address is PO BOX 599 BLACK DIAMOND, WA 98010, and Atlas Tower 1, LLC (the "Tenant"), whose address is 2500 30th Street, Suite 304, Boulder, CO 80301, commencing upon the earlier of (1) the election of Tenant by sending Notice of Commencement to Landlord or (2) on the first day of the month in which site construction begins (the "**Commencement Date**"), which shall be confirmed in writing from Tenant to Landlord, for certain real property (the "Premises"), as described in Exhibit 1 attached hereto.

Landlord ratifies, restates and confirms the Lease and hereby grants to Tenant the option to lease the Premises, subject to the terms and conditions of the Lease. The Lease provides for the Lease by the Landlord to Tenant of the Premises for [a/an initial] term of 240 Months with Four 5-year Extensions each, and further provides:

1. Landlord will attorn to any mortgagee of Tenant and will subordinate any Landlord's lien to the liens of Tenant's mortgagees;
2. The Lease restricts Landlord's ability to utilize, or allow the utilization of its adjacent property for the construction, operation and/or maintenance of communications towers and related facilities;
3. The Premises may be used exclusively by Tenant for all legal purposes, including without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment;
4. Tenant is entitled to sublease and/or sublicense the Premises, including any communications tower located thereon; and,
5. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord.
6. Landlord authorizes Tenant, and any of Tenants agents or representatives, to seek, applies for, and secure any and all permits related to the installation of a wireless communications tower and facility.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
SIGNATURES BEGIN ON NEXT TWO PAGES]**

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

LANDLORD:

CITY OF BLACK DIAMOND

Signature: _____

Printed Name: _____

Title: _____

Date: _____

State of _____
County of _____

On this _____ day of _____, 202__, before me personally appeared _____, to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Official Seal at office this _____ day of _____, 202__.

Notary Public

My Commission Expires:

Tower Name: Black Diamond .5 - CITY OF BLACK DIAMOND

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

TENANT:

Atlas Tower 1, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

State of Colorado
County of Boulder

On this _____ day of _____, 202__, before me personally appeared _____, the _____ of Atlas Tower 1, LLC, to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this _____ day of _____, 202__.

Notary Public

My Commission Expires:

Tower Name: Black Diamond .5 - CITY OF BLACK DIAMOND

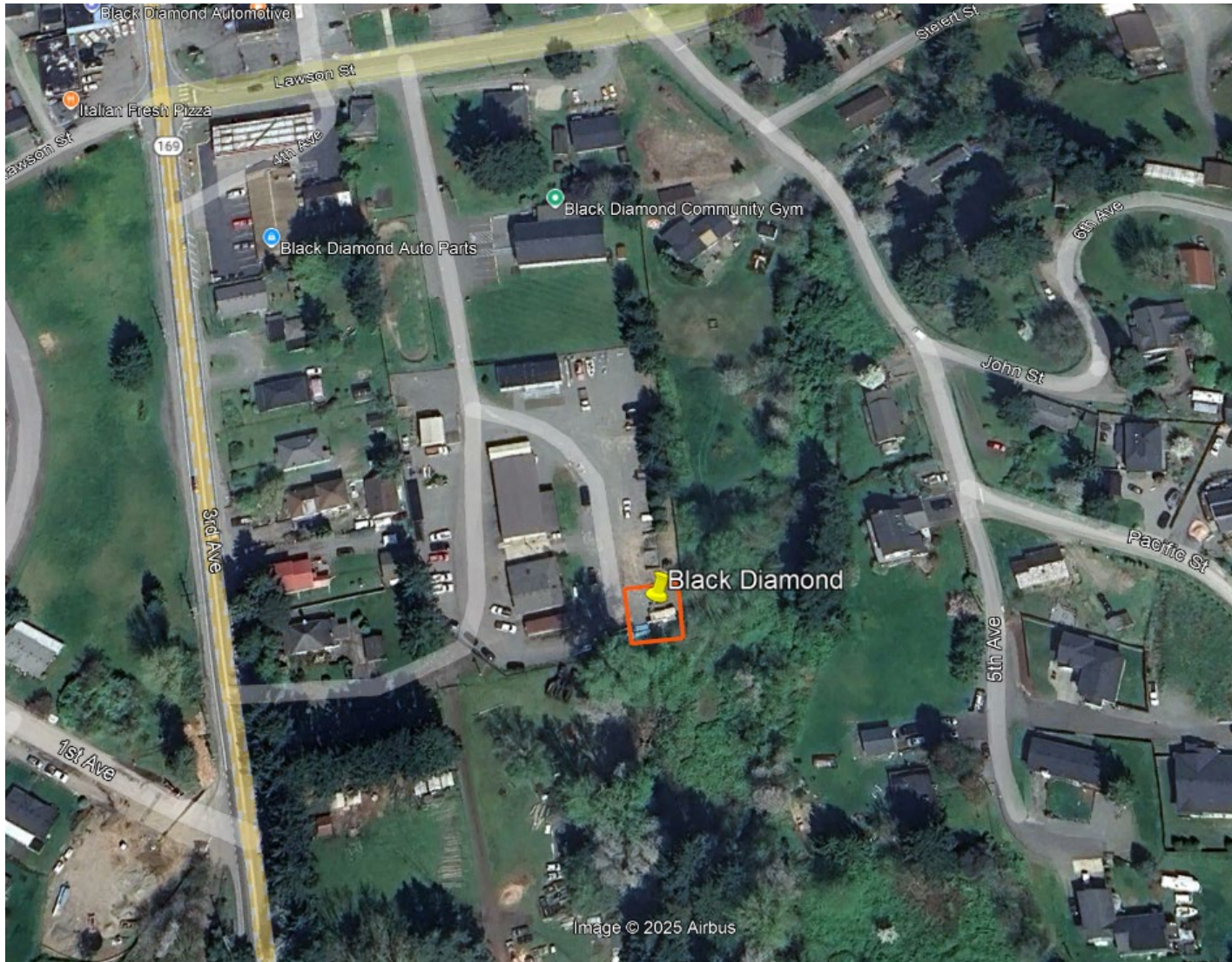
Exhibit 1

Description of Parent Tract

Real property with parcel number 1421069014 and an assessor legal description of TO BE DETERMINED.

EXHIBIT 2

The Premises is depicted/described as follows: (50 feet x 50 feet, measuring 2500 sq. feet.) and will be replaced by a surveyed legal description when available. The Premises may be located anywhere on the Property so long as it is contained within the shaded space depicted below:



Tower Name: Black Diamond .5 - CITY OF BLACK DIAMOND

LANDLORD:

CITY OF BLACK DIAMOND
PO BOX 599
BLACK DIAMOND, WA 98010
Landlord E-mail: koneill@blackdiamondwa.gov
Landlord Phone #: 360-469-9789

TENANT:

Atlas Tower 1, LLC
2500 30th Street, Suite 304
Boulder, CO 80301
(720) 798-5670

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease" or "Agreement") is made upon the date of the last signature ("**Effective Date**") by and between, CITY OF BLACK DIAMOND (the "**Landlord**"), whose address is PO BOX 599 BLACK DIAMOND, WA 98010, United States, and Atlas Tower 1, LLC (the "**Tenant**"), whose address is 2500 30th Street, Suite 304, Boulder, CO 80301.

Section 1.01

WHEREAS, the Landlord owns certain real property located at 31500 LAKE SAWYER SE Rd Black Diamond, WA 98010 with parcel number 1021069009 that is more particularly described or depicted in attached **Exhibit 1** (the "**Property**"); and,

WHEREAS, the Tenant desires to lease from Landlord a certain portion of the Property, more particularly described or depicted in attached **Exhibit 2**.

NOW THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

1. OPTION TO LEASE.

- (a) Landlord grants to Tenant an option (the "**Option**") to lease a portion of the Property measuring approximately (50 feet x 50 feet, measuring 2500 sq. feet.) as described on attached **Exhibit 2**, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described/depicted on the attached **Exhibit 2** (collectively, the "**Premises**").
- (b) The Testing Period shall run from and after the Effective Date for a period of twelve (12) months (the "**Testing Period**"). During the Testing Period, and at any time during the Term (as defined below) of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's intended use, all at Tenant's expense. Tenant will restore the Property to its condition as it existed at the commencement of the Testing Period (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall be responsible for any claims, losses, or damages arising directly from Tenant's testing activities on the Premises, but only to the extent caused by Tenant's negligence or willful misconduct. Tenant shall not be responsible for any pre-existing conditions on the Property, or for any claims, losses, or damages arising from the negligence, willful misconduct, or breach of this Agreement by the Landlord. This responsibility shall apply only during the Testing Period and only with respect to the testing activities authorized under this Lease.
- (c) If Tenant requires additional time to complete its due diligence beyond the initial twelve (12) month Testing Period, Tenant may request one or more extensions of the Testing Period for successive periods of twelve

(12) months each, subject to Landlord's written consent, which consent shall not be unreasonably withheld. For each such twelve (12) month extension, Tenant shall pay Landlord an extension fee of One Thousand dollars (\$1,000.00), due upon the execution of each extension period.

- (d) During the Testing Period and any mutually agreed upon extension thereof, Tenant may exercise the Option and commence the Initial Term of this Agreement by notifying Landlord in writing. If Tenant commences the Initial Term, then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement, and Landlord shall have the right to collect Rent as set forth herein. If Tenant does not exercise the Option and commence the Initial Term during the Testing Period or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

2. TERM.

- (a) The Initial Term shall commence upon the earlier of (1) the election of Tenant by sending Notice of Commencement to Landlord or (2) on the first day of the month in which site construction begins (the "**Commencement Date**"), which shall be confirmed in writing from Tenant to Landlord. Unless extended or sooner terminated as herein provided, the initial term shall be for a period of 240 Months following the Commencement Date ("**Initial Term**"). Upon the Commencement Date, Landlord shall provide information to place or initiate automatic Rent payment delivery into Tenant's accounting and payment system.
- (b) Tenant shall have the option to extend the term of this Lease for Four 5-year Extensions each (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord of its intent not to renew, such notice to be delivered not less than thirty (30) days prior to the end of the then-current term.

3. **RENT.** Tenant shall pay to Landlord beginning 45 days following site construction begins (the "**Rent Commencement Date**") a monthly rental amount of Six Hundred Dollars (\$600.00), ("**Rent**"), for the initial national broadband mobile network carrier to install equipment on the Communications Facility ("**Anchor Tenant**"), and a one-time payment of One Hundred Twenty Thousand Dollars (\$120,000.00) to compensate Landlord for the costs of investigating, negotiating, and administering this agreement, at the address set forth above. Rent will be prorated for any partial month. The initial Rent payment will be forwarded by Tenant to Landlord within sixty (60) days from the Rent Commencement Date, except that the one-time payment will be paid within thirty (30) days of site construction completion. At any time during the Term of the Lease, Tenant may propose to Landlord a partial buydown or full buyout of the Rent. Landlord hereby agrees to negotiate such buydown or buyout in good faith and, if accepted, agrees to execute any permanent easement documents necessary in connection therewith.

Tenant shall also pay to Landlord 20% of monthly fees charged ("**Additional Rent**") for each additional national broadband mobile network carrier to install equipment on the Communications Facility ("**Additional Tenants**"), as shown by the payment schedule below. On every yearly anniversary from the Rent Commencement Date, the Rent shall increase by two and one-half percent (2.5%) over the previous years' Rent amount.

Anchor Tenant: Six Hundred Dollars (\$600.00)

Anchor Tenant plus one Additional Tenant: Six Hundred Dollars (\$600.00) plus 20% of additional tenant monthly rent/month

Anchor Tenant plus two Additional Tenants: Six Hundred Dollars (\$600.00) plus 20% of additional tenant monthly rent/month

4. TAXES.

- (a) Prior to locating Tenant's Facilities on the Premises, Tenant shall obtain a business license from the City as may be required by City code. Further, Tenant shall pay promptly, and before they become delinquent (i) all taxes on all merchandise, personal property, and improvements owned or placed by Tenant on the Premises; (ii) all public utility fees and charges related to the conduct of Tenant's business on the Premises; (iii) all permits, licenses, and land use approvals relating to the conduct of business on the Premises by Tenant; and (iv) any other tax including utility taxes and business license fees billed to Tenant by the City.

- (b) In addition to the Rent, Tenant shall pay annually in advance to the City the then-current applicable leasehold excise tax unless Tenant is centrally assessed by the state of Washington and provides advanced documentation of its central assessment prior to execution of this Agreement. If Tenant is centrally assessed by the state of Washington and Tenant provides evidence of its central assessment to the City prior to execution of this Agreement, then for any and all periods that Tenant reports the property is "operating property" as defined in RCW 84.12.200, Tenant will not be required to pay leasehold excise tax to the City. Should the City collect from Tenant and pay to the Department of Revenue leasehold excise tax which is subsequently determined to be a duplicate payment or overpayment of the tax by Tenant, Tenant shall not have any claim against the City, but shall look directly to the Department of Revenue for reimbursement. The City shall reasonably cooperate, at no expense or liability to City, to the extent the Department of Revenue requires any information or action from City to resolve Tenant's claim for reimbursement.

5. USE.

- (a) Tenant may use the Premises for the purpose of erecting, installing, operating, maintaining and removing a radio and communications tower, using any site-specific design including self-supporting tower, monopole stealth tower (e.g. monopine, bell tower, silo, etc.), or guy wire tower (with necessary cable anchor easements), to transmit and receive with equipment, antennas, dishes, mounting structures, buildings, and related equipment and for any other lawful purpose. Tenant may make any improvement, alteration or modification to the Premises as are deemed appropriate by Tenant. Tenant shall have the exclusive right to install upon the Premises communications towers, buildings, equipment, backhaul equipment and cable for all wireless communication equipment to be installed on the Property, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary.
- (b) Landlord grants Tenant the right to clear all trees, undergrowth, or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, on the Property which may interfere with or fall upon the Communications Facility or Premises. Landlord grants Tenant a non-exclusive easement in, over, across and through other real property owned by Landlord as reasonably required for construction, installation, maintenance, operation, and removal of the Communication Facilities. Tenant shall be entitled to sublease and/or sublicense the Premises, including any communications tower located thereon, as more fully described in Section __, below ("Sublease"). At all times during the Term of this Lease, Tenant, and its guests, agents, customers, lessees, and assigns shall have the unrestricted, exclusive right to use, and shall have free access to the Premises seven (7) days a week, twenty-four (24) hours a day. Subject to the provisions of Section __ ("Sublease"), Tenant shall have the exclusive right to sublease or grant licenses to use the radio tower or any structure or equipment on the Premises, but no such sublease or license shall relieve or release Tenant from its obligations under this Lease. If at any time during the Term of this Lease, the Federal Aviation Administration, Federal Communications Commission, or other governmental agency changes its regulations and requirements, or otherwise takes any action, the result of which inhibits Tenant's use of the Premises, or any communications tower located thereon, for the purposes originally intended by Tenant, or if technological changes render Tenant's intended use of the Premises obsolete or impractical, or if Tenant otherwise determines, in its sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Lease upon written notice to Landlord, as more fully described in Section 11 ("Termination"), below.

- 6. ACCESS AND UTILITIES.** Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its' customers, employees, agents, invitees, successors and assigns a nonexclusive easement for ingress and egress, as well as for the construction, installation, operation and maintenance of overhead and underground electric and other utility facilities (including wires, poles, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority, along with the right to modify, adjust, or redesign any such access and utility easement in order to comply with local or state fire access requirements and enjoy all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the easement for the purposes described above. Landlord hereby agrees to enter into a separate access and utility easement with any public or private utility company in connection with Tenant's use of the easement and Premises, if required by such company.

- 7. EMERGENCY WORK.** In the event of any emergency in which any of Tenant's Facilities in or on the

Premises break or are damaged, or if Tenant's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety or any individual or poses a substantial risk to environmentally sensitive areas or habitat, Tenant shall immediately take the proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals and/or environmentally sensitive areas or habitat without having to first apply for any obtain permit or other authorizations as required by this Agreement. However, Tenant shall notify Landlord of the need for such emergency work immediately upon learning of the emergency and further, Tenant shall obtain any Governmental Approvals necessary for performing such emergency work within two (2) business days of commencing such work.

8. **DANGEROUS CONDITIONS, AUTHORITY FOR LANDLORD TO ABATE.** Whenever construction, installation, or excavation of the Facilities authorized by this Agreement has caused or contributed to a condition that appears to substantially impair the lateral support of the Premises or Property, adjoining public way, street, or public place, or otherwise endangers the public, any street utilities, or City-owned property, the City Administrator or his/her designee may direct Tenant, at Tenant's sole expense, to take action to protect the Property and Premises, the public, adjacent streets, ways, or places, and/or City-owned property. Such action may include compliance within a reasonable prescribed time. In the event that Tenant fails or refuses to promptly take the actions directed by Landlord or fails to fully comply with such directions, or if emergency conditions exist that require immediate action, Landlord may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets or public ways, the utilities, and City-owned property to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and Tenant shall be liable to Landlord for the costs thereof. The provisions of this Paragraph shall survive the expiration, revocation, or termination by other means of this Agreement.
9. **SECURITY BOND.** Upon execution of this Agreement, Tenant shall post a corporate performance bond in the amount of \$30,0000 ("Security Bond"), in a form reasonably acceptable to the City Attorney, to guarantee the full and complete performance of the requirements of this Agreement and to guarantee payment of any costs, expenses, damages, or losses the City pays or incurs, including civil penalties, because of any failure caused by the Tenant to comply with the requirement of this Agreement or any Governmental Approvals. Before any sums are withdrawn from the Security Bond, Landlord shall give written notice to Tenant (a) describing the default or failure to be remedied, or the damages, cost, or expenses that Landlord has incurred by reason of Tenant's acts or omissions; (b) providing a reasonable opportunity for Tenant to first remedy the existing or ongoing act, omission, or default, if applicable; and (c) inviting Tenant to review the act, omission, or default described in the notice with the Public Works Director or his/her designee.
10. **EQUIPMENT AND SIGNS.** All improvements, equipment or other property attached to or otherwise brought onto the Premises shall at all times be the personal property of Tenant and/or its subtenants and licensees. Tenant or its customers shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the equipment, structures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises or a fixture, but shall remain the property of Tenant or its customers. At any time during the Term of this Lease, Tenant or its customers shall have the right to remove their equipment, structures, signs, and personal property from the Premises. Within a reasonable time after termination hereof, Tenant or its customers shall have the obligation to remove all above ground equipment, structures, signs, and personal property from the Premises.

11. **TERMINATION.**

- (a) In the event that (i) any Governmental Approval issued to Tenant is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (ii) Tenant determines that the Premises is no longer compatible for its use, Tenant shall have the right to terminate this Agreement. Tenant shall provide Landlord written notice at least sixty (60) days prior to such termination. All rentals paid to said termination date shall be retained by Landlord. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other hereunder or as otherwise described elsewhere in this Agreement. In the event that Tenant terminates this Agreement for reasons listed in (ii) above, Tenant shall pay an immediate termination fee equal to one (1) year's Rent at the then-current rental amount.
- (b) In addition to any other remedies available to it at law or in equity, a non-breaching Party may terminate this Agreement upon thirty (30) days' written notice following a determination of a material breach by the other Party which the other Party fails to cure within thirty (30) days after written notice by the non-breaching Party, or, if the breach cannot reasonably be remedied in such time, if the breaching Party does not commence a remedy within the allotted thirty (30) days and diligently pursue the cure to completion within ninety (90) days after the initial written notice.
- (c) Following the Commencement Date, Landlord may terminate this Agreement immediately in the event of an emergency, or within thirty (30) days' notice for reasons involving serious threat to public health, safety, or welfare not constituting an emergency.
- (d) If Tenant's tenancy remains after the termination of this Agreement, the occupancy of the Premises after the termination shall be that of a tenancy at sufferance. Tenant's occupancy of the Premises during the holdover shall be subject to all the terms and provisions of this Agreement, and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to one hundred fifty percent (150%) of the then-annual Rent divided by twelve ("Holdover Rent"). Such Holdover Rent shall be payable in advance on or before the first (1st) day of each month. No holdover by Lessee or payment by Lessee after the termination of this Agreement shall be construed to extend the Term or shall be construed to waive any applicable terms of the Agreement or prevent Lessor from immediate recovery of possession of the Premises by summary proceedings or otherwise. In addition to the payment of the amounts provided above, if Lessor is unable to deliver possession of the Premises to a new tenant, or perform improvements for a new tenant as a result of Lessee's holdover, Lessee shall be liable to Lessor for all damages. Nothing herein shall be construed as Lessor's consent to such holding over.

12. REMOVAL OF FACILITIES.

- (a) Upon termination of this Agreement, Tenant shall remove its Facilities and all other personal property from the Premises and shall restore the Premises to its original condition or better, reasonable wear and tear excepted. Landlord agrees and acknowledges that all of the equipment and all other personal property of Tenant shall remain the personal property of Tenant, who shall have the right to remove the same at any time during the Term. If such time for removal causes Tenant to remain on the Premises after termination of this Agreement, Tenant shall pay Rent consistent with the requirements of Paragraph ____ above, until such time as the removal of the personal property is completed. If Tenant maintains Facilities on the Premises longer than one hundred twenty (120) days after the termination of this Agreement, Landlord may, at its sole option, remove Tenant's personal property and dispose of Tenant's equipment at Tenant's sole cost and expense.
- (b) Tenant shall remove all Facilities to a depth of three (3) feet below grade unless Landlord and Tenant mutually agree that any such improvements shall remain on the Premises, in which event Tenant shall transfer, bequest, or devise its interest in the improvements to the City. Restoration of the Premises shall be to a condition that is equivalent to or better than the condition of the Premises prior to the installation, operation, or maintenance of the Facilities and to a condition satisfactory to Landlord in its sole, reasonable discretion.

13. ASSIGNMENT. Tenant may assign this Lease to any person or entity at any time without the prior written consent of Landlord. After delivery by Tenant to Landlord of an instrument of assumption by an assignee that assumes all the obligations of Tenant under this Lease, Tenant will be relieved of all liability hereunder. Subject to Section 15, Landlord shall be obligated to assign this Lease to any person or entity who or which acquires fee

title to the entire Property and such assignee shall be subject to and bound by all provisions of this Lease; provided, that Landlord will not be relieved of liability under this Agreement until the documents required to be delivered pursuant to this Section 8 have been delivered to Tenant. Except for the foregoing, assignment of this Lease by Landlord must be approved by Tenant, in Tenant's sole discretion. Notwithstanding any prohibition on assignment set forth herein, Tenant may collaterally assign its rights hereunder to a lender ("Lender") as security for a loan. In event of default by Tenant of Tenant's obligations to any Lender, Tenant's Lender shall have the express right to assume the Tenant's obligations under the Lease and acquire and/or sell all of the Tenant's rights under the Lease and improvements without consent from the Landlord. In the event the Property is transferred, the new Landlord shall have a duty at the time of transfer to provide Tenant with (1) a completed IRS Form W-9, or its equivalent, or other paperwork required to affect a transfer of Rent to the new Landlord, (2) a copy of the old deed, (3) a copy of the new deed, (4) a bill of sale or transfer of the lease, (5) a copy of the current tax bill, and (6) full contact information for the new Landlord. Until Tenant receives the foregoing documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to withhold rental payments due hereunder. The provisions of this paragraph shall in no way limit Tenant's rights or Landlord's obligations under the terms of this Lease.

14. REPRESENTATIONS, WARRANTIES AND COVENANTS.

- (a) Landlord warrants and represents that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant, in writing prior to the execution hereof, and that it alone has full right to Lease the Premises for the Term set out herein. Landlord further represents and warrants that Tenant, on paying the Rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the Term of this Lease. Landlord shall not subdivide any portion of the Property without Tenant's prior written consent, which shall not be unreasonably withheld. The individual(s) signing on behalf of Landlord each represents and warrants that s/he is fully authorized to sign on behalf of Landlord and to bind Landlord to the terms of this Agreement.
- (b) Landlord shall promptly pay all real estate taxes and assessments against the Premises when due and shall avoid any delinquencies with respect thereto. Landlord shall also pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Premises, including, without limitation, judgments, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Lease, such as the payment of real estate taxes and assessments, or breaches any other obligation or covenant under this Lease, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord. The full amount of any costs so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) shall be paid by Landlord to Tenant with interest at the statutory rate thereon.
- (c) Landlord does hereby authorize Tenant and its employees, representatives, agents and consultants to prepare, execute, submit, file and present on behalf of Landlord building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Landlord understands that any such applications and/or the satisfaction of any requirements thereof may require Landlord's cooperation, which Landlord hereby agrees to provide. Landlord's authorization to Tenant under this paragraph shall be limited to uses and activities identified in this Lease, which include the construction, operation, and maintenance, of a wireless communication site.
- (d) Landlord shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause any tower on the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the proper zoning approvals required to use and maintain the Premises and the tower site.

- (e) Landlord has complied with all, and will continue to comply with environmental, health, and safety laws with respect to the Premises, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Landlord or regarding the Premises alleging any failure to so comply. Without limiting the generality of the preceding sentence, Landlord and the Premises are in compliance with all environmental, health, and safety laws. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Premises by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Premises. To the knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Premises. Landlord hereby agrees to indemnify, defend and hold harmless Tenant, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees, from and against all claims and liabilities (including reasonable attorneys' and fees court costs) caused by or arising out of the presence of any asbestos or hazardous material present at the Property, except to the extent such presence was caused by Tenant. The indemnity set forth in this Section 9(e) shall survive the expiration or termination of this Agreement.
- (f) All utilities required for the operation of the Tenant's improvements enter the Premises through adjoining public streets or, if they pass through an adjoining private tract, do so in accordance with valid public easements. All utilities are installed and operating, and all installation and connection charges have been paid in full or will, if not paid, be paid by Tenant.
- (g) Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads, or to sewer or other utility services serving the Premises. The Premises abuts on and has direct vehicular access to a public road or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the parcel of real property, and access to the property is provided by, and will continue to be provided by, paved public right-of-way with adequate curb cuts available.
- (h) With respect to the Premises, except as disclosed in writing to Tenant prior to the execution hereof: there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the of Premises; there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and there are no parties (other than Landlord) in possession of the Premises.
- (i) The description/depiction of the Premises initially set forth in Exhibit 2 reflects the anticipated, pre-construction location of the Communications Facility, and the parties hereby agree and acknowledge that Exhibit 2 will be replaced with a legal description as set forth in a final, as-built survey. Accordingly, the parties hereby agree that, if any part of such tower, buildings, roadways, utilities, or anchors related to the communications tower is located beyond the initial legal description/depiction of the Premises or any easements specified in the Lease, the Lease is hereby amended without the requirement of executing any further instruments to provide that the leased Premises includes the existing location of any such improvements, to the extent that such improvements are located on real property owned by Landlord. To the extent that such improvements are not located on real property owned by Landlord, Landlord shall cooperate with Tenant and shall use reasonable efforts to secure approval and/or permission from the owner of the real property on which such improvements are located.
- (j) Landlord authorizes Tenant to request, and Landlord hereby agrees to utilize reasonable efforts to assist Tenant in obtaining, a Subordination and Non-Disturbance Agreement from Landlord's lender.
- (k) Landlord agrees not to use, or to sell or lease to any party other than Tenant, any of the subject Property or any property owned by Landlord within one (1) mile of the Property ("Surrounding Property") for the installation, operation, or maintenance of other wireless communication facilities without the express written permission of Tenant and subject to a study to determine if such other facility might interfere with the then existing equipment and structures. Tenant shall retain the right to refuse such use for any reason. Landlord shall not be prohibited from the selling, leasing or use of the Property or Surrounding Property for non-wireless communication use.

15. HOLD OVER TENANCY. Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of the Term set forth herein, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

16. INDEMNIFICATION.

- (a) Tenant releases, covenants not to bring suit, and agrees to indemnify, defend, and hold harmless Landlord, its officers, elected and appointed officials, employees, agents, volunteers, contractors, and representatives from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property caused by or arising out of any acts or omissions of Tenant, its agents, servants, officers, or employees in relation to this Agreement or the exercise of any rights granted within this Agreement, except to the extent attributable to the sole negligence or intentional misconduct of Landlord, its officers, elected or appointed officials, employees, agents, volunteers, contractors, or representatives. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised, with Tenant's prior written consent, prior to the culmination of any litigation or the institution of any litigation.
- (b) Inspection or acceptance by Landlord of any work performed by Tenant shall not be grounds for avoidance by Tenant of any of its obligations under this Section ____ Indemnification.
- (c) To the extent the provisions of RCW 4.24.115 are applicable, the Parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute, and liability shall be allocated as provided therein. It is further specifically and expressly understood that the indemnification provided constitutes Tenant's waiver of immunity under Title 51 RCW. This waiver has been mutually negotiated by the Parties.
- (d) Notwithstanding any other provisions of this section, Tenant assumes the risk of damage to its Facilities located upon the Premises from activities conducted by the City, its officers, elected or appointed officials, agents, employees, volunteers, contractors, and representatives, except to the extent any such damage or destruction is caused by or arises from any negligence, willful misconduct, or criminal actions on the part of the City, its officers, agents, employees, volunteers, elected or appointed officials, or contractors. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation: lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under this Agreement. Each Party releases and waives any and all such claims against the other Party, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors.
- (e) The provisions of this section shall survive the expiration, revocation, or termination of this Agreement

17. WAIVERS. EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS LEASE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

18. INSURANCE.

- (a) Tenant shall procure and maintain for so long as Tenant in any way occupies the Premises, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the acts or omissions of Tenant, its agents, representatives, employees, contractors, and subcontractors. Tenant shall require that every subcontractor maintain insurance commensurate with their scope of work. Tenant shall procure insurance from insurers with a current A.M. Best rating of not less than A-VII. Tenant shall provide a copy of a certificate of insurance and blanket additional insured endorsement to Landlord for its inspection at the time of acceptance of this Agreement, and such insurance certificate shall evidence a policy of insurance that includes:
- i. Commercial General Liability insurance with limits not less than \$5,000,000 per occurrence for bodily injury and damage or destruction to property and \$10,000,000 general aggregate.
 - ii. Commercial Auto Liability insurance on all owned, non-owned, and hired automobiles with a combined single limit of not less than two million (\$2,000,000) each accident.
 - iii. Workers Compensation insurance, applicable to work performed in Washington State, providing the statutory benefits and Employers Liability with a limit of \$1,000,000 each accident/disease/policy limit.
 - iv. Umbrella liability policy with limits of \$5,000,000 per occurrence and in the aggregate.
 - v. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. If the Contractors Pollution Liability insurance is written on a claims-made basis, Tenant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time this Agreement expires or is terminated. Landlord shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.
- (b) Payment of deductibles or self-insured retention shall be the sole responsibility of Tenant. Tenant may utilize primary and umbrella liability insurance policies to satisfy the insurance policy limits required in this Section. Tenant's umbrella liability policy shall provide "follow form" or at least as broad as required coverage over its required commercial general liability, automobile liability, and workers compensation/employer's liability insurance policies.
- (c) The required insurance policies, with the exception of Workers' Compensation and Employer's Liability obtained by Lessee shall include Landlord, its officers, elected and appointed officials, employees, agents, volunteers, and representatives ("Additional Insureds"), as an additional insured with coverage at least as broad as Additional Insured Managers Lessors of Premises ISO form CG 20 11 or equivalent. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. Tenant shall provide to Landlord upon mutual execution of this Agreement, a certificate of insurance and blanket additional insured endorsement. Receipt by Landlord of any certificate showing less coverage than required under this Agreement is not a waiver of Tenant's obligations to fulfill the requirements under this Section. Tenant's required general and auto liability insurance shall be primary insurance with respect to Landlord. Any insurance, self-insurance, or insurance pool covered maintained by Landlord shall be in excess of Tenant's required insurance and shall not contribute with it.

- (d) Upon receipt of notice from its insurer(s), Tenant shall provide Landlord with thirty (30) days' prior written notice of cancellation of any insurance policy required pursuant to this Section. Tenant shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this Section. Failure to maintain insurance policies meeting the requirements of this Section shall be a material breach of this Agreement.
- (e) Tenant's maintenance of insurance as required by this Section shall not be construed to limit the liability of Tenant to only the coverage provided by such insurance, or otherwise limit Landlord's recourse to any remedy available at law or equity. Further, Tenant's maintenance of insurance policies required by this Agreement shall not be construed to excuse unfaithful performance under this Agreement by Tenant.
- (f) Landlord may review all insurance limits once every calendar year during the duration of this Agreement and may make reasonable adjustments in the limits upon thirty (30) days' prior written notice to Tenant. Tenant shall then provide a certificate of insurance to Landlord showing compliance with these adjustments.

19. INTERFERENCE. During the Term of this Lease, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to any property adjacent to the Premises: (a) for any of the uses contemplated in paragraph 5 herein; or (b) if such lease, license, or easement would detrimentally impact Tenant's Communications Facility, or the use thereof. Landlord shall not cause or permit the construction of radio or communications towers on the Premises or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Premises (the "Surrounding Property"), except for towers constructed by Tenant.

20. ASSIGNMENT OF RENTAL STREAM. If at any time after the Effective Date of the Agreement, Landlord receives a bona fide, arm's length written offer from a third party seeking an assignment or purchase of the rental stream associated with this Agreement or a purchase of the leased Premises ("Rental Stream Offer"), Landlord shall furnish Tenant with a copy of such offer (the "Transfer Notice") within 15 days of receipt. The Transfer Notice shall set forth the exact terms of the offer so received, together with a copy of such offer, and shall state the desire of the Landlord to sell on such terms and conditions. Thereafter, the Tenant shall have the right and option to match the Rental Stream Offer at the price and upon the terms and conditions specified in the Rental Stream Offer. If the Tenant desires to exercise its option, it shall give notice (the "Counternotice") to that effect to the Landlord within thirty (30) days after receipt of the Transfer Notice. The closing pursuant to this option shall occur at the time set forth in the Rental Stream Offer, provided that Tenant shall not be required to close before the 15th day following the date of the Counternotice. The Tenant's failure to give a timely Counternotice (or its notice of refusal to purchase) shall be deemed a waiver of its rights to exercise its right of first refusal to accept the Rental Stream Offer but shall not be deemed a waiver of its rights under this paragraph with respect to any modification to the Rental Stream Offer or any future Rental Stream Offers.

21. WAIVER OF LANDLORD LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law. Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

22. SECURITY. The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure its improvements, including the tower(s), building(s), and related improvements situated upon the Premises. Tenant may also undertake any other appropriate means to restrict access to its communications towers, buildings, and related improvements. The security activities under this paragraph shall only apply to the Premises and shall be limited to uses and activities identified in this Lease, which include the construction, operation, maintenance, of a wireless communication site.

23. FORCE MAJEURE. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.

- 24. CONDEMNATION OR DESTRUCTION.** Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of the Premises, the Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon the Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon, and in no event shall the Lease be terminated or modified (other than an abatement of Rent) due to a condemnation without the prior written consent of Tenant. If the Premises or Tenant's Facilities are substantially damaged or destroyed by a third-party or event outside of Tenant's control, Tenant may elect to terminate this Agreement as of the date of the substantial damage or destruction by giving notice to Landlord no more than thirty (30) days following the date of such substantial damage or destruction. If Tenant chooses not to terminate this Agreement, Rent shall continue to be due to Landlord without reduction or proration.
- 25. DEFAULT.** The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.
- 26. ATTORNEY'S FEES.** If there is any legal proceeding between Landlord or Tenant arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.
- 27. PRIOR AGREEMENTS.** The parties hereby covenant, recognize and agree that the terms and provisions of this Lease shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.
- 28. SUBLEASE.** Tenant shall have the right to sublet or license all or any portion of Tenant's Facilities and the Premises, together with access and utilities thereto, subject to Landlord's prior written consent which shall not be unreasonably withheld, conditioned, or delayed. Any sublessee shall comply with the terms and conditions of this Agreement pertaining to the sublessee's usage of the Premises, including but not limited to, sections 18 (Insurance) and 16 (Indemnification). Landlord shall also be entitled to twenty percent (20%) of any fees or other compensation received by Tenant from any sublessee(s) for co-locating facilities on the Premises.
- 29. REPAIRS.** Tenant shall not be required to make any repairs to the Premises or Property unless such repairs are necessitated by reason of the acts or omissions of Lessee or anyone acting on Lessee's behalf or under permissions granted by Lessee.
- 30. HAZARDOUS SUBSTANCES.**
- (a) Tenant agrees that it will not, nor will it permit any third party to, use, generate, store, release, or dispose of any Hazardous Material (as defined below) in, on, under, about, or within the Premises or Property in violation of any law or regulation. Landlord represents and agrees that it will not, nor will it permit any third party to, use, generate, store, release, or dispose of any Hazardous Material in, on, under, about, or within the Property (including the soil, surface water, and groundwater thereunder) except in compliance with any applicable law or regulation.

- (b) Tenant shall defend, indemnify, protect, and hold harmless Landlord and its employees, agents, contractors, officers, elected officials, successors, representatives, and assigns from and against any and all losses, liabilities, damages, penalties, fines, claims, and/or costs (including reasonable attorneys' and consultants' fees and costs) of every type and nature arising out of or in connection with the generation, storage, release, or disposal of any Hazardous Materials by Tenant in, on, under, about, or within the Premises or Property in violation of any laws or regulations, except to the extent caused by Landlord or its employees, agents, contractors, officers, elected officials, successors, representatives, or assigns in violation of applicable law.
- (c) Tenant and its partners, affiliates, agents, employees, contractors, directors, successors, representatives, and assigns shall store and handle all equipment and materials in a safe, careful, and workmanlike manner while on the Property or Premises. Tenant shall promptly remove and remediate in compliance with the law any discharge, leak, emission, or release of Hazardous Materials resulting from Tenant's activities, improvements, or equipment. All costs and expenses associated in any way with a discharge, leak, emission, or release of Hazardous Material from Tenant's activities, improvements, or equipment shall be at the sole cost and expense of Tenant.
- (d) As used herein, the term "Hazardous Material" means:
 - i. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;
 - ii. Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder;
 - iii. Any "hazardous substance" as defined by Washington's Model Toxics Control Act, Chapter 70.105D RCW, as amended from time to time, and regulations promulgated thereunder; and
 - iv. Any substances, material, waste, or emission that has been found to be "hazardous," "toxic," "radioactive," a "pollutant," or a "contaminant" under applicable law relating to the regulation of pollution or protection of human health and the environment.
 - v. The indemnifications of Landlord and Tenant in this Section shall survive the expiration or termination of this Agreement.

31. DISPUTE RESOLUTION. Any judicial proceedings to interpret, construe, or enforce this Agreement or the rights and obligations of the parties with respect to the subject matter of this Agreement, shall be brought in the state or federal courts in King County, Washington, which shall be the exclusive venue for such proceedings. The substantially prevailing party in any such proceedings shall be entitled to recover the costs and expenses incurred by such party in such action, including reasonable attorneys' fees and any consultant and expert witness fees.

32. NOTICES. All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a parties at the address below, or to such other address that a party below may provide from time to time:

LANDLORD:
CITY OF BLACK DIAMOND
Attn: City Administrator
PO BOX 599
BLACK DIAMOND, WA 98010
koneill@blackdiamondwa.gov
360-851-4505

TENANT:
Atlas Tower 1, LLC
2500 30th Street, Suite 304
Boulder, CO 80301

33. MISCELLANEOUS.

- (a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Lease.
- (b) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- (c) Each party hereto agrees that in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by both parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- (d) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.
- (e) Failure of either party to insist on strict performance of any of the conditions or provisions of this Lease, or failure to exercise any of a party's rights hereunder, shall not waive such rights.
- (f) This Lease shall be governed by and construed in accordance with the laws of the state in which the Leased Premises are located, without regard to conflicts of law.
- (g) This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the Leased Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.
- (h) This Lease will run with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- (i) A short-form memorandum of this Lease may be recorded at Landlord or Tenant's option in the form as depicted in **Exhibit 3** attached hereto and each party hereby agrees to execute such form promptly following request by the other.
- (j) As a condition precedent to payment, Landlord agrees to provide Tenant with a completed W-9 form upon Lease execution for Tenant's bookkeeping and tax accounting purposes.
- (k) Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents and assurances as Tenant may reasonably request from time to time in order to effectuate and perform all of the terms, provisions and conditions of this Lease and all transactions and permitted use contemplated by this Lease.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
SIGNATURES BEGIN ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date last signed by a party hereto.

LANDLORD:

CITY OF BLACK DIAMOND

Signature: _____

Printed Name: _____

Title: _____

Date: _____

TENANT:

Atlas Tower 1, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT 1
Description of Parent Tract

Real property with parcel number 1021069009 and an assessor legal description of TO BE DETERMINED .

EXHIBIT 2

The Premises is depicted/described as follows: (50 feet x 50 feet, measuring 2500 sq. feet.) and will be replaced by a surveyed legal description when available. The Premises may be located anywhere on the Property so long as it is contained within the shaded space depicted below:



EXHIBIT 3

Memorandum of Lease Agreement attached hereto on subsequent page(s).

Return to:
Atlas Tower 1, LLC
2500 30th Street, Suite 304
Boulder, CO 80301

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease evidences a Lease ("Lease") is made upon the date of the last signee, in the recording district of King County, WA, by and between, CITY OF BLACK DIAMOND (the "Landlord"), whose address is PO BOX 599 BLACK DIAMOND, WA 98010, and Atlas Tower 1, LLC (the "Tenant"), whose address is 2500 30th Street, Suite 304, Boulder, CO 80301, commencing upon the earlier of (1) the election of Tenant by sending Notice of Commencement to Landlord or (2) on the first day of the month in which site construction begins (the "**Commencement Date**"), which shall be confirmed in writing from Tenant to Landlord, for certain real property (the "Premises"), as described in Exhibit 1 attached hereto.

Landlord ratifies, restates and confirms the Lease and hereby grants to Tenant the option to lease the Premises, subject to the terms and conditions of the Lease. The Lease provides for the Lease by the Landlord to Tenant of the Premises for [a/an initial] term of 240 Months with Four 5-year Extensions each, and further provides:

1. Landlord will attorn to any mortgagee of Tenant and will subordinate any Landlord's lien to the liens of Tenant's mortgagees;
2. The Lease restricts Landlord's ability to utilize, or allow the utilization of its adjacent property for the construction, operation and/or maintenance of communications towers and related facilities;
3. The Premises may be used exclusively by Tenant for all legal purposes, including without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment;
4. Tenant is entitled to sublease and/or sublicense the Premises, including any communications tower located thereon; and,
5. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord.
6. Landlord authorizes Tenant, and any of Tenants agents or representatives, to seek, applies for, and secure any and all permits related to the installation of a wireless communications tower and facility.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
SIGNATURES BEGIN ON NEXT TWO PAGES]**

Tower Name: Lake Sawyer West - CITY OF BLACK DIAMOND

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

LANDLORD:

CITY OF BLACK DIAMOND

Signature: _____

Printed Name: _____

Title: _____

Date: _____

State of _____
County of _____

On this _____ day of _____, 202__, before me personally appeared _____, to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Official Seal at office this _____ day of _____, 202__.

Notary Public

My Commission Expires:

Tower Name: Lake Sawyer West - CITY OF BLACK DIAMOND

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

TENANT:

Atlas Tower 1, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

State of Colorado
County of Boulder

On this _____ day of _____, 202__, before me personally appeared _____, the _____ of Atlas Tower 1, LLC, to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this _____ day of _____, 202__.

Notary Public

My Commission Expires:

Tower Name: Lake Sawyer West - CITY OF BLACK DIAMOND

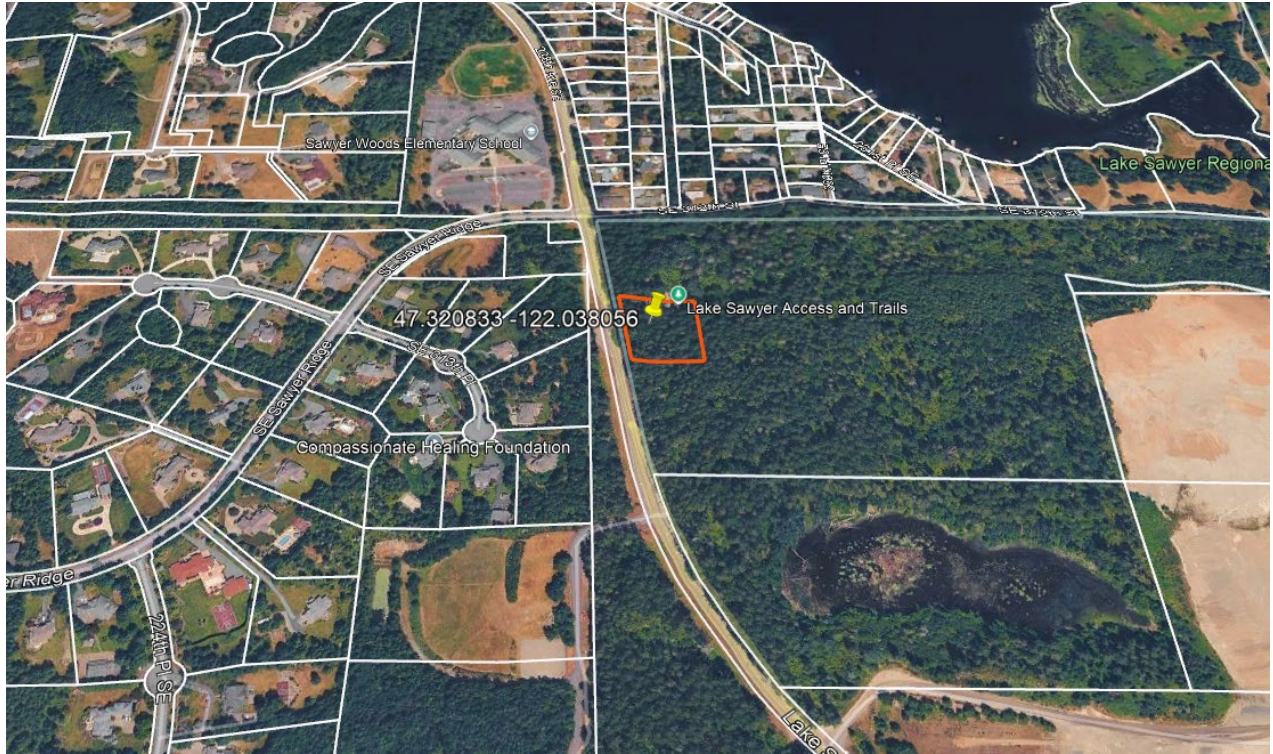
Exhibit 1

Description of Parent Tract

Real property with parcel number 1021069009 and an assessor legal description of TO BE DETERMINED.

EXHIBIT 2

The Premises is depicted/described as follows: (50 feet x 50 feet, measuring 2500 sq. feet.) and will be replaced by a surveyed legal description when available. The Premises may be located anywhere on the Property so long as it is contained within the shaded space depicted below:



Tower Name: Lake Sawyer West - CITY OF BLACK DIAMOND



Existing PSE power pole
and proposed power &
fiber origin & route

Existing access road
and proposed Atlas
Tower access and
utility easement

Proposed Atlas
tower compound
and tower



359° N
47°18'27" N 122°0'5" W
Black Diamond, WA
660 ft Elevation



Looking North from proposed site



Looking East from proposed site



Looking South from proposed site



Looking West from proposed site



Existing access road
and proposed Atlas
Tower access and
utility easement



Existing access road
and proposed Atlas
Tower access and
utility easement

A wide-angle photograph of a residential street. The asphalt road is wet and reflects the sky. On the left, there's a wooden fence and some trees. In the center, a utility pole stands near a large, dark evergreen tree. To the right, a light-colored building with a ramp is visible. The sky is blue with scattered white clouds.

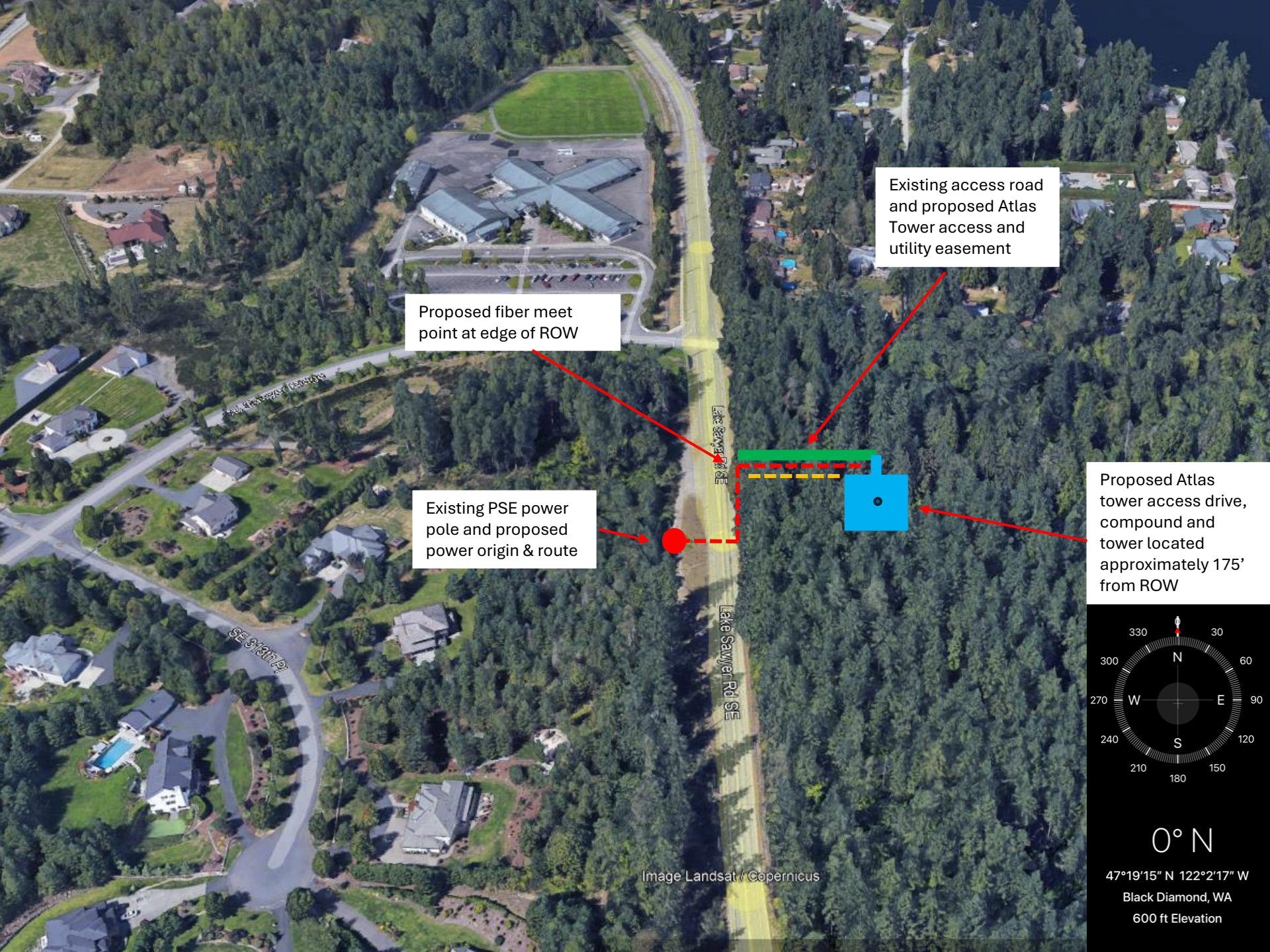
Existing PSE power pole
and proposed power &
fiber origin & route

Existing access road
and proposed Atlas
Tower access and
utility easement



Existing PSE power pole
and proposed power &
fiber origin & route

Existing access road
and proposed Atlas
Tower access and
utility easement

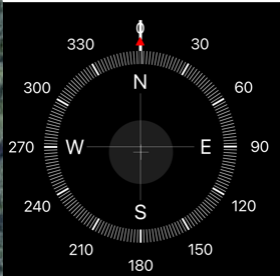


Proposed fiber meet point at edge of ROW

Existing access road and proposed Atlas Tower access and utility easement

Existing PSE power pole and proposed power origin & route

Proposed Atlas tower access drive, compound and tower located approximately 175' from ROW



0° N

47°19'15" N 122°2'17" W
Black Diamond, WA
600 ft Elevation

Image Landsat / Copernicus



Looking North from proposed site



Looking East from proposed site



Looking South from proposed site



Looking West from proposed site



Proposed fiber meet
point at edge of ROW

Existing access road
and proposed Atlas
Tower access and
utility easement



Existing access road
and proposed Atlas
Tower access and
utility easement



Existing access road
and proposed Atlas
Tower access and
utility easement

Proposed fiber meet
point at edge of ROW

Existing PSE power
pole and proposed
power origin & route