



CITY OF BLACK DIAMOND
May 5, 2026 Council Meeting Agenda
Council Chambers, 25510 Lawson St.
Black Diamond, WA 98010

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

Zoom link to join meeting: <https://zoom.us/j/4454477047?pwd=eGxRY3ZEeU14SVM2cGRBcUxCSjdmZz09>
(Note: You do not need a web cam to join the meeting, but you will need audio to hear the proceedings.)
Meeting ID: 445 447 7047 Password: Council

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

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

AGENDA REVIEW AND APPROVAL:

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

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS: None

COMMITTEE REPORTS:

DEPARTMENT REPORTS:

1) **AB26-044** – February 2026 Monthly Financial Report

Mr. Mason

CONSENT AGENDA:

2) **Claim Checks** – May 5, 2026, Check No. 57265 through Check No. 57309 and EFTs in the amount of \$377,569.46

3) **Minutes** – Work Session of April 14, 2026, Special Meeting (Retreat) of April 17, 2026, Special Meeting of April 21, 2026 and Council Meeting of April 21, 2026

4) **AB26-045** – Resolution Declaring 2012 Ford F-250 as Surplus and Authorizing Sale to Mountain View Fire

Mr. Hanis

5) **AB26-046** – Resolution Authorizing Interlocal Agreement with UW for Law Enforcement Services at UW Special Events

Chief Kiblinger

PUBLIC HEARINGS:

6) **AB26-047** – Proposed Ordinance Regarding Changes and Updates to Black Diamond Municipal Code Chapter 8.24 Water Safety

Chief Kiblinger

UNFINISHED BUSINESS:

7) **AB26-048** – Quasi Judicial Closed Record Hearing on a Proposed Major Amendment to the Ten Trails MPD Development Agreement Regarding Pipeline Road Construction Timing

Mr. O’Neill

NEW BUSINESS:

- 8) **AB26-049** – Resolution Accepting and Executing a Grant Agreement with King County for the KJ Gardner Skatepark Shade Structure

Mr. Sweet

MAYOR'S REPORT:

COUNCIL REPORTS:

- Councilmember Peterson
- Councilmember Sorci
- Councilmember Young
- Councilmember Dal Santo
- 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: February 2026 Monthly Financial Report	Agenda Date: May 05, 2026 AB26-XXX	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev –	
	Finance – Xavier Mason	X
	MDRT/Ec Dev –	
	Police – Chief Kiblinger	
	Public Works – Scott Hanis	
Timeline: 2026	Court – Judge Swain/Tawnya Parks	
Cost Impact (see also Fiscal Note): N/A		
Fund Source: N/A		
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator		
Attachments: February 2026 Monthly Financial Report		
<p>SUMMARY STATEMENT:</p> <p>The February 2026 Monthly Financial Report is meant to provide a high-level overview of the City's fiscal solvency.</p> <p>The Black Diamond February 2026 Monthly Financial Report includes the following information:</p> <ul style="list-style-type: none"> • A comprehensive summary of 2026's revenues and expenditures • An evaluation of actual General Fund revenues earned from 2022 – Present by month, for comparative purposes. • A multi-year analysis of the General Fund's revenues and expenditures from 2019 – Present. • A targeted analysis, General Fund Revenues Snapshot, that details property and sales tax trends (2023 - Present) accompanied with a department-level budget-to-actual expenditure comparison. • Lastly, there is a detailed summary of the Enterprise Funds' performance from 2020 - Present, specifically tracking revenues, expenditures, and surpluses/deficits. <p>FISCAL NOTE (Finance Department): N/A</p>		
<p>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Reviewed by the Budget, Finance, and Administration Committee on April 14th, 2026</p>		
<p>RECOMMENDED ACTION: N/A</p>		

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RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>



Black Diamond February 2026 Monthly Financial Report

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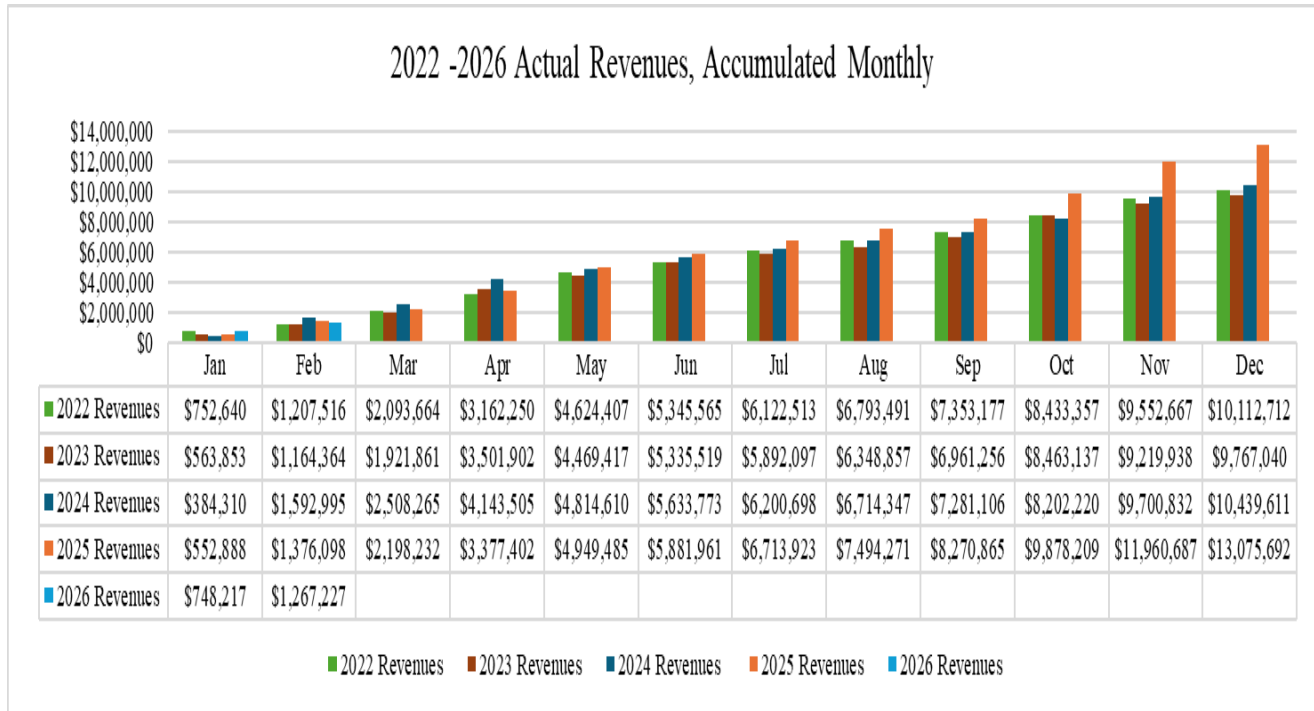
Monthly Highlights

1. The Park and Cemetary Departments have high expenditures for this month due to Public Works recent land acquisition.
2. As a direct result of the Public Works land acquisition, all enterprise funds are utilizing reserve funds for operations.
3. The General Fund's revenues are earning right on par with budgeted projections.

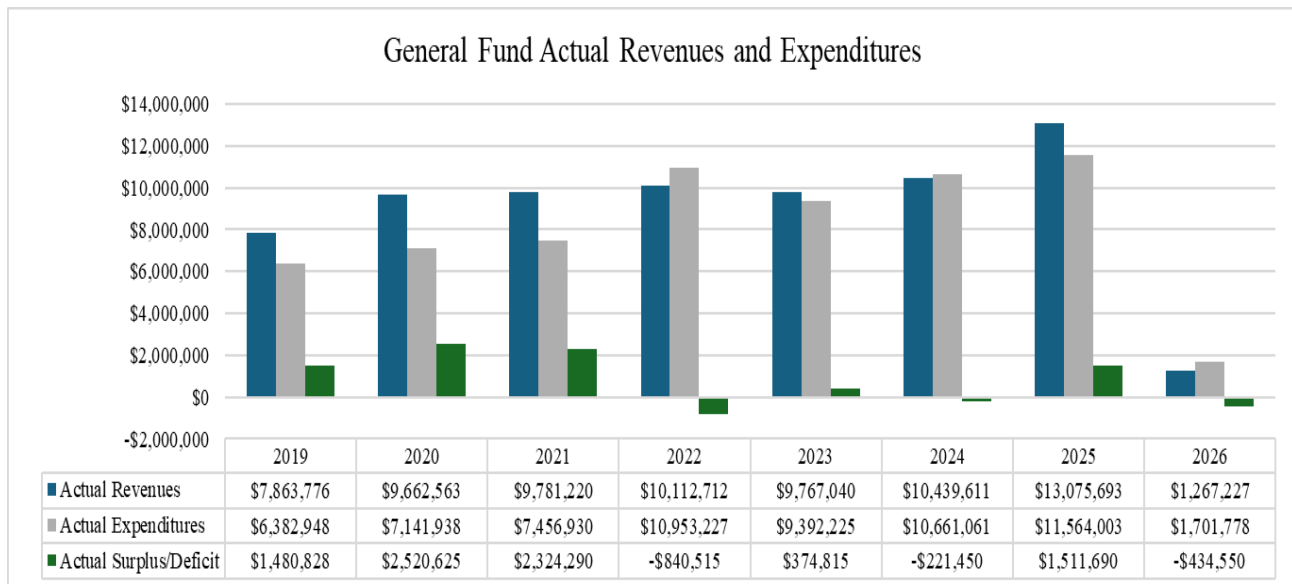
General Fund Revenues	Budget	Actual	Difference	% Collected
Property Taxes	\$3,321,799	\$74,859	\$3,246,940	2.3%
Sales & Use Taxes	\$1,551,500	\$301,858	\$1,249,642	19.5%
Utility and Gambling Taxes	\$1,325,586	\$242,385	\$1,083,201	18.3%
Cable Franchise Fees	\$80,000	\$16,684	\$63,316	20.9%
Business License Fees	\$54,000	\$8,575	\$45,425	15.9%
Land Use and Permitting Fees	\$1,672,800	\$263,398	\$1,409,402	15.7%
Liquor Tax and Profits	\$110,000	\$11,129	\$98,871	10.1%
Investments and Miscalleneous Revenue	\$297,500	\$63,300	\$234,200	21.3%
Parks and Gym Revenue	\$71,000	\$11,829	\$59,171	16.7%
Cemetery Fees	\$625	\$1,450	\$825	232.0%
Police Department Revenue	\$671,031	\$76,456	\$594,575	11.4%
Municipal Court Revenue	\$425,150	\$25,375	\$399,775	6.0%
Subtotal Operating Revenue	\$9,580,991	\$1,097,298	\$8,483,693	11.5%
AWC Insurance and Flex Deposit	\$0	\$1,200	\$1,200	N/A
MDRT Revenues	\$3,073,985	\$168,730	\$2,905,255	5.5%
Total Revenue	\$12,654,976	\$1,267,227	\$11,387,749	10.0%
General Fund Expenditures	Budget	Actual	Difference	% Expended
City Council	\$22,521	\$33	\$22,488	0.1%
Mayoral	\$16,272	\$2,213	\$14,059	13.6%
City Administrator	\$272,282	\$32,520	\$239,762	11.9%
General Government	\$827,930	\$166,985	\$660,945	20.2%
Legal Services	\$293,000	\$17,365	\$275,636	5.9%
Municipal Court	\$835,577	\$93,258	\$742,319	11.2%
Police Department	\$3,985,015	\$699,870	\$3,285,145	17.6%
Fire Department	\$1,396,586	\$3,974	\$1,392,612	0.3%
Recycle/ Animal Control/ Mental Health	\$158,900	\$11,370	\$147,530	7.2%
Master Development Review Team	\$1,218,985	\$228,903	\$990,082	18.8%
Community Development	\$1,624,327	\$194,967	\$1,429,360	12.0%
Parks Department	\$349,077	\$148,322	\$200,755	42.5%
Cemetery	\$69,675	\$36,289	\$33,386	52.1%
Total Operating Expenditures	\$11,070,148	\$1,636,068	\$9,434,080	14.8%
Transfers	\$147,393	\$0	\$147,393	0.0%
AWC Insurance and Flex Deposits	\$0	\$304	-\$304	N/A
MDRT Consultants	\$1,855,000	\$65,406	\$1,789,594	3.5%
Total Expenditures	\$13,072,541	\$1,701,778	\$11,370,763	13.0%
Surplus/Deficit	-\$417,565	-\$434,550	-\$16,985	-4.1%

General Fund Revenue Summary

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



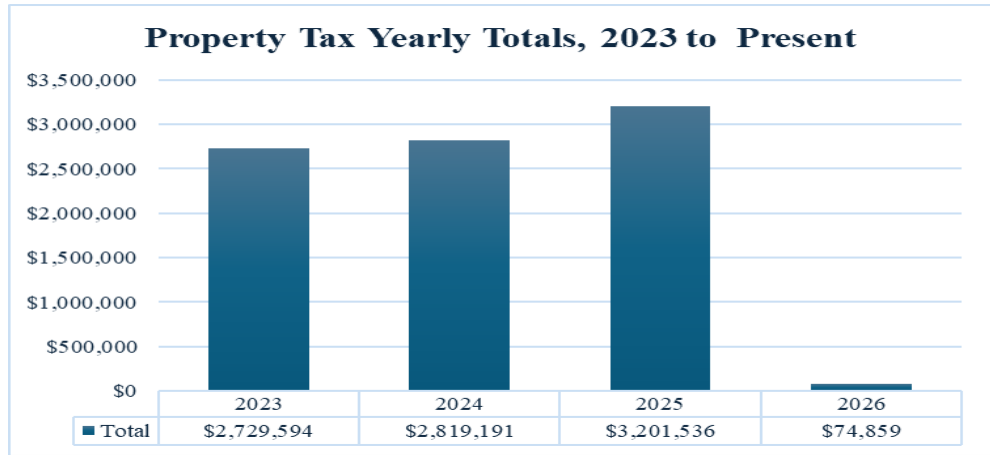
The graph, *General Fund Actual Revenues and Expenditures*, depicts the City's actual revenues and expenditures from 2019 through February 2026. For five of the past seven years, the City achieved a surplus within the General Fund. The expenditures include transfers made to other internal funds. The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



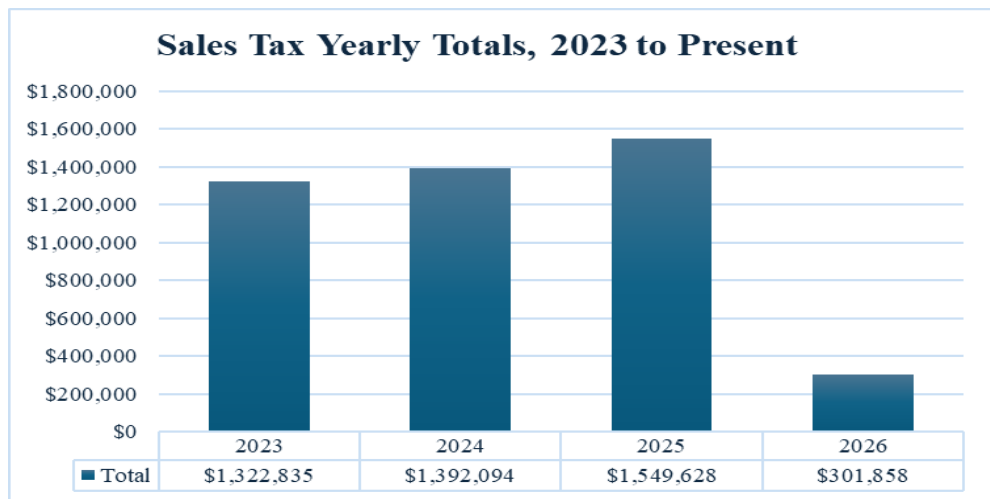
General Fund Revenues "Snapshot"

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

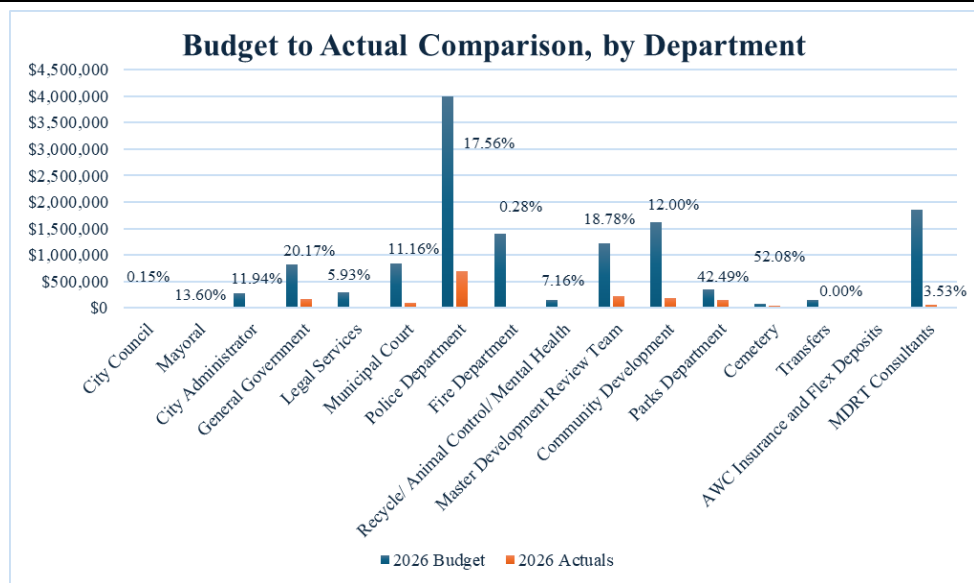
Property taxes serve as the financial backbone and single largest source of locally-generated revenue. Property Taxes in 2026, are estimated to account for 33% of General Fund revenues.



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



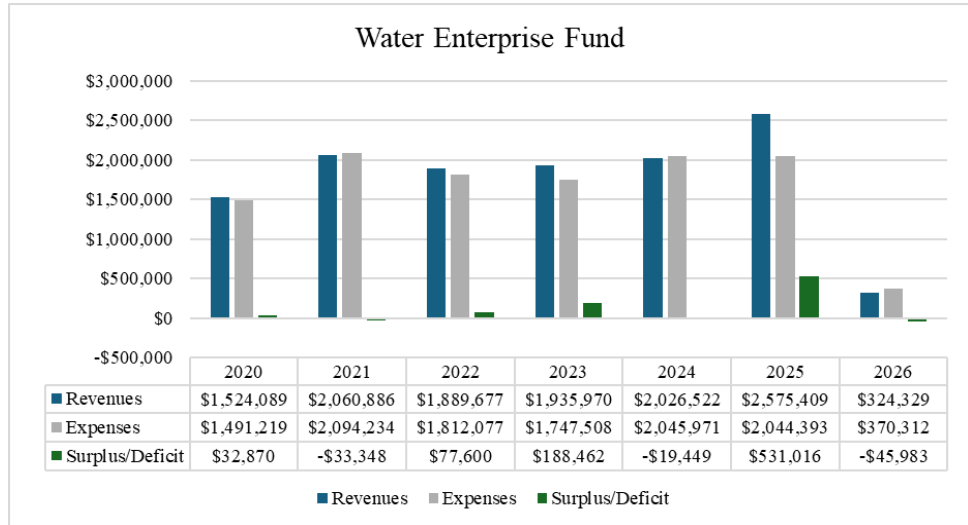
This graph, *Budget to Actual Comparison by Department*, compares each department's expenditures within the General Fund up to the the end of February, 2026.



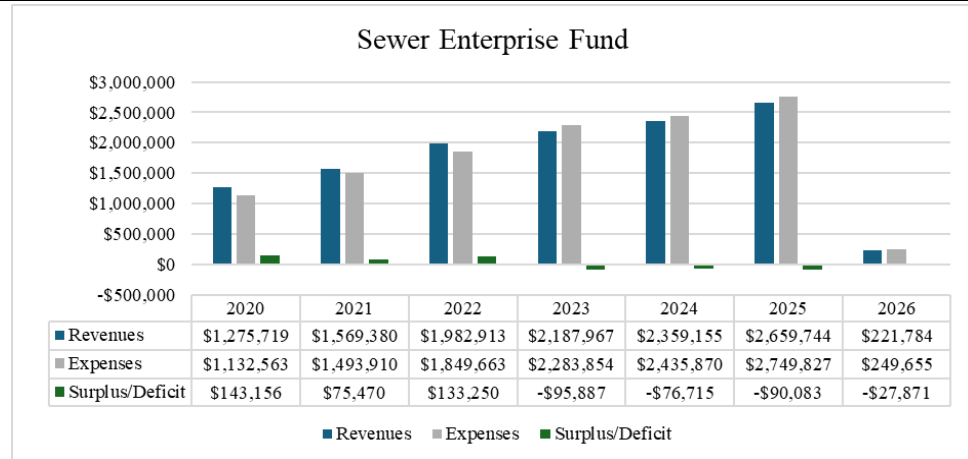
Enterprise Funds

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

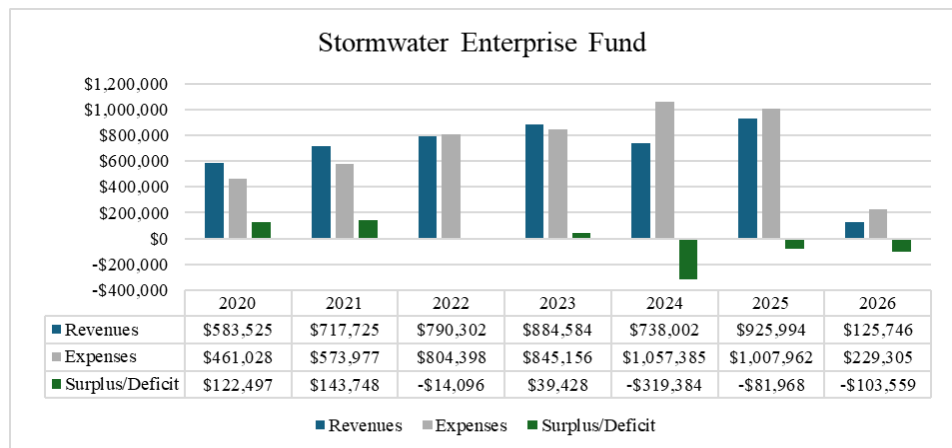
The Water Operational Fund is responsible for the delivering of safe, high-quality, and reliable drinking water. The core revenues are: water charges; sales from irrigation; and new meter fees due to the amount of new construction.



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



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





CERTIFICATION

Finance Committee: April 28, 2026

Council Date: May 5, 2026

Check No.'s / EFT	Batch Name	Check / EFT Date	Amount
EFT	March 2026 EFT Batch	3/2/2026-3/27/2026	\$ 78,853.30
EFT	March 2026 Credit Card Batch	3/23/2026	\$ 15,670.02
57265-57308	April 2026 Regular Batch 3	5/6/2026	\$ 268,008.32
57309	May 2026 Regular Batch 1	5/6/2026	\$ 15,037.82
TOTAL:			\$ 377,569.46

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.

Shane C. O'Neill

Shane O'Neill, Deputy Finance Director

DATE: 04/23/2026

John Adler, Mayor

DATE _____



Register

Fiscal: 2026

Deposit Period: 2026 - May, 2026 - April, 2026 - March

Check Period: 2026 - May - 05/2026 Regular Batch 1, 2026 - April - 04/26 Regular Batch 3, 2026 - March - 03/26 Credit Card Batch, 2026 - March - 03/26 EFT Batch

Number	Name	Print Date	Clearing Date	Amount
Umpqua Bank	4026			
Check				
<u>57265</u>	AHBL, Inc.	5/6/2026		\$48,788.50
<u>57266</u>	AlSCO	5/6/2026		\$118.36
<u>57267</u>	American Electrical Services Inc	5/6/2026		\$9,907.74
<u>57268</u>	Art Gamblin Motors	5/6/2026		\$244.66
<u>57269</u>	Association of Washington Cities	5/6/2026		\$638.24
<u>57270</u>	AT&T Mobility: First Net	5/6/2026		\$3,665.66
<u>57271</u>	Bigleaf Networks, Inc	5/6/2026		\$529.24
<u>57272</u>	Black Diamond Auto Parts	5/6/2026		\$23.91
<u>57273</u>	Black Diamond Municipal Court	5/6/2026		\$150.00
<u>57274</u>	PK Properties	5/6/2026		\$5,550.00
<u>57275</u>	City of Black Diamond	5/6/2026		\$2,768.05
<u>57276</u>	City of Black Diamond/Retained Funds	5/6/2026		\$1,788.19
<u>57277</u>	Civic Forge LLC	5/6/2026		\$1,500.00
<u>57278</u>	Bond, Jaydn	5/6/2026		\$474.61
<u>57279</u>	White Swain, Krista	5/6/2026		\$1,241.50
<u>57280</u>	Cues, Inc.	5/6/2026		\$65,110.76
<u>57281</u>	DCW - Data Center Warehouse	5/6/2026		\$15,557.81
<u>57282</u>	Dicks Heating & A/C Inc	5/6/2026		\$233.71
<u>57283</u>	Hastings, Katelyn	5/6/2026		\$1,000.00
<u>57284</u>	Gunderson Law Firm	5/6/2026		\$6,100.00
<u>57285</u>	HWA GeoSciences Inc.	5/6/2026		\$3,108.23
<u>57286</u>	Johnsons Home & Garden	5/6/2026		\$209.94
<u>57287</u>	KD Water Systems LLC	5/6/2026		\$414.20
<u>57288</u>	Kelley Create Co	5/6/2026		\$1,614.46
<u>57289</u>	King County Finance	5/6/2026		\$1,899.30
<u>57290</u>	King County Treasurer	5/6/2026		\$2,094.79
<u>57291</u>	Madrona Law Group LLC	5/6/2026		\$14,580.50
<u>57292</u>	Mountain View Fire & Rescue	5/6/2026		\$1,826.47
<u>57293</u>	Neil Wilson	5/6/2026		\$147.00
<u>57294</u>	Northwest Parking Equipment Company	5/6/2026		\$475.34
<u>57295</u>	Parametrix, Inc.	5/6/2026		\$6,380.00
<u>57296</u>	Public Safety Testing, Inc	5/6/2026		\$257.00
<u>57297</u>	Raven Song LLC	5/6/2026		\$300.00
<u>57298</u>	RH2 Engineering Inc.	5/6/2026		\$9,801.69
<u>57299</u>	Ryatt Construction LLC	5/6/2026		\$37,194.03

Number	Name	Print Date	Clearing Date	Amount
<u>57300</u>	Seattle Times	5/6/2026		\$2,293.94
<u>57301</u>	SHI International Corp.	5/6/2026		\$5.65
<u>57302</u>	Smartox	5/6/2026		\$450.00
<u>57303</u>	State Auditor's Office	5/6/2026		\$9,947.55
<u>57304</u>	Third Ave Eco Wash	5/6/2026		\$35.00
<u>57305</u>	United Business Machines of WA Inc	5/6/2026		\$54.19
<u>57306</u>	Valley Defenders	5/6/2026		\$9,250.00
<u>57307</u>	VenTek International	5/6/2026		\$98.10
<u>57308</u>	Water Management Laboratories, Inc.	5/6/2026		\$180.00
<u>57309</u>	Sorci Family LLC	5/6/2026		\$15,037.82
<u>EFT PYMT AMAZON 03/20261</u>	Amazon Capital Services, Inc.	3/27/2026	3/31/2026	\$2,170.66
<u>EFT PYMT CHS 03/20261</u>	CHS/Cenex Inc	3/23/2026	3/31/2026	\$4,562.47
<u>EFT PYMT COMCAST 03/20261</u>	Comcast	3/2/2026	3/31/2026	\$199.59
<u>EFT PYMT DOL 03/20261</u>	Dept of Licensing-Firearms Online	3/25/2026	3/31/2026	\$402.00
<u>EFT PYMT FIRST BANKCARD 03/20261</u>	First Bankcard	3/23/2026	3/31/2026	\$15,670.02
<u>EFT PYMT HOME DEPOT 03/20261</u>	Home Depot Credit Service	3/23/2026	3/31/2026	\$868.13
<u>EFT PYMT HONEY BUCKET 03/20261</u>	Honey Bucket	3/23/2026	3/31/2026	\$761.00
<u>EFT PYMT INVOICE CLOUD 03/20261</u>	Invoice Cloud	3/9/2026	3/31/2026	\$609.60
<u>EFT PYMT MCS 03/20261</u>	Merchant Card Services / Vantive Holding, LLC	3/10/2026	3/31/2026	\$93.39
<u>EFT PYMT PSE 03/20261</u>	Puget Sound Energy	3/25/2026	3/31/2026	\$14,760.29
<u>EFT PYMT REPUBLIC 03/20261</u>	Republic Services #176	3/23/2026	3/31/2026	\$4,880.09
<u>EFT PYMT TPU 03/20261</u>	Tacoma Public Utilities	3/2/2026	3/31/2026	\$32,099.82
<u>EFT PYMT US BANK 03/20261</u>	US Bank Equipment Finance	3/10/2026	3/31/2026	\$2,082.66
<u>EFT PYMT USPS FP 03/20261</u>	US Postal Service (CMRS-FP)	3/23/2026	3/31/2026	\$600.00
<u>EFT PYMT WA DOR 03/20261</u>	Washington State Department of Revenue	3/26/2026	3/31/2026	\$9,331.04
<u>EFT PYMT WILSCOT 03/20261</u>	Williams Scotsman, Inc.	3/24/2026	3/31/2026	\$5,432.56
		Total	Check	\$377,569.46
		Total	4026	\$377,569.46
		Grand Total		\$377,569.46



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
AHBL, Inc.	57265	2/28/2026	2026 - April - 04/26 Regular Batch 3	
	157382			
		Service - February 2026		
		001-000-257-558-70-49-00	MDRT - Planning Consultant	\$48,788.50
		MDRT Planning Support		
	Total 157382			\$48,788.50
	Total 57265			\$48,788.50
Total AHBL, Inc.				\$48,788.50
Alsco	57266	4/7/2026	2026 - April - 04/26 Regular Batch 3	
	LTAC1165875			
		Service - 04/07/26		
		001-000-270-576-80-41-04	PRK: Uniform Services	\$13.69
		UNIFORM SERVICE; PRK		
		001-000-280-536-20-41-04	CEM: Uniform Services	\$4.90
		UNIFORM SERVICE; CEM		
		101-000-000-542-30-41-04	STRT: Uniform Services	\$24.02
		UNIFORM SERVICE; STRT		
		401-000-000-534-80-41-04	WTR: Uniform Services	\$26.71
		UNIFORM SERVICE; WTR		
		407-000-000-535-80-41-04	SWR: Uniform Services	\$25.87
		UNIFORM SERVICE; SWR		
		410-000-000-531-10-41-04	STRM: Uniform Services	\$23.17
		UNIFORM SERVICE; STRM		
	Total LTAC1165875			\$118.36
	Total 57266			\$118.36
Total Alsco				\$118.36

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
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Amazon Capital Services, Inc.

EFT PYMT AMAZON 03/20261 11DF-VH3T-Y7J3	2/11/2026	2026 - March - 03/26 EFT Batch		
	Supplies			
	001-000-135-513-11-31-00 Printer Paper; ADM	ADMIN: Office & Operating Supplies		\$22.21
	001-000-137-514-21-31-00 Printer Paper; CLK	CLK: Office & Operating Supplies		\$55.53
	001-000-240-558-50-31-00 Printer Paper; CODE	Code Enf: Office & Operating Supplies		\$6.66
	001-000-240-558-51-31-00 Printer Paper; PERM	PERM: Office & Operating Supplies		\$105.95
	001-000-240-558-60-31-00 Printer Paper; PLN	PLN: Office & Operating Supplies		\$71.07
	Total 11DF-VH3T-Y7J3			\$261.42

EFT PYMT AMAZON 03/20261 14GT-TT6Y-GMFR	2/24/2026	2026 - March - 03/26 EFT Batch		
	Supplies			
	001-000-135-513-11-31-00 Note Pads; ADM	ADMIN: Office & Operating Supplies		\$2.91
	001-000-137-514-21-31-00 Note Pads; CLK	CLK: Office & Operating Supplies		\$7.26
	001-000-240-558-50-31-00 Note Pads; CODE	Code Enf: Office & Operating Supplies		\$0.87
	001-000-240-558-51-31-00 Note Pads; PERM	PERM: Office & Operating Supplies		\$13.86
	001-000-240-558-60-31-00 Note Pads; PLN	PLN: Office & Operating Supplies		\$9.30
	Total 14GT-TT6Y-GMFR			\$34.20

EFT PYMT AMAZON 03/20261 16LW-HRRN-VKX3	3/16/2026	2026 - March - 03/26 EFT Batch		
	Supplies			
	999-000-004-000-00-31-04 Raincoats	4-Uniform Allowance		\$271.71
	Total 16LW-HRRN-VKX3			\$271.71

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	EFT PYMT AMAZON 03/20261 17JT-MDYC-GDGN	2/11/2026	2026 - March - 03/26 EFT Batch	
	Supplies			
	001-000-135-513-11-31-00		ADMIN: Office & Operating Supplies Laptop Case, Markers, Report Cover, Push Pins, File Folders, Scissors; ADM	\$6.44
	001-000-137-514-21-31-00		CLK: Office & Operating Supplies Laptop Case, Markers, Report Cover, Push Pins, File Folders, Scissor; CLK	\$16.10
	001-000-240-558-50-31-00		Code Enf: Office & Operating Supplies Laptop Case, Markers, Report Cover, Push Pins, File Folders, Scissor; CODE	\$1.93
	001-000-240-558-51-31-00		PERM: Office & Operating Supplies Laptop Case, Markers, Report Cover, Push Pins, File Folders, Scissor; PERM	\$30.73
	001-000-240-558-60-31-00		PLN: Office & Operating Supplies Laptop Case, Markers, Report Cover, Push Pins, File Folders, Scissor; PLN	\$20.61
	Total 17JT-MDYC-GDGN			\$75.81
	EFT PYMT AMAZON 03/20261 17NC-9D4K-QYYL	3/16/2026	2026 - March - 03/26 EFT Batch	
	Supplies			
	001-000-145-518-80-31-00		IT: Office & Operating Supplies iPad Case	\$27.24
	Total 17NC-9D4K-QYYL			\$27.24
	EFT PYMT AMAZON 03/20261 1979-TNMQ-WFPM	3/9/2026	2026 - March - 03/26 EFT Batch	
	Supplies			
	001-000-140-514-23-31-00		FIN: Office & Operating Supplies Tissue, Sugar, Copy Paper	\$204.54
	001-000-180-518-50-31-00		CEN SVCS: Office & Operating Supplies Envelopes	\$51.86
	401-000-000-534-80-31-00		WTR: Office & Operating Supplies Door Hangers	\$32.04
	Total 1979-TNMQ-WFPM			\$288.44
	EFT PYMT AMAZON 03/20261 19QG-D4LH-JVMT	3/9/2026	2026 - March - 03/26 EFT Batch	
	Supplies			
	001-000-240-558-51-31-00		PERM: Office & Operating Supplies Calipers, Heater, Note Pads	\$58.44
	Total 19QG-D4LH-JVMT			\$58.44

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	EFT PYMT AMAZON 03/20261 1CKG-DRD3-PKP6	2/23/2026	2026 - March - 03/26 EFT Batch	
	Supplies			
	001-000-212-521-50-38-00		PD: Bld Supplies	\$46.09
			Air Filter Grille	
	Total 1CKG-DRD3-PKP6			\$46.09
	EFT PYMT AMAZON 03/20261 1CMM-PJ34-JRVM	3/9/2026	2026 - March - 03/26 EFT Batch	
	Supplies			
	001-000-180-518-50-31-00		CEN SVCS: Office & Operating Supplies	\$323.77
			Trash Bags, Paper Towels	
	Total 1CMM-PJ34-JRVM			\$323.77
	EFT PYMT AMAZON 03/20261 1D99-PH7T-XDGC	2/18/2026	2026 - March - 03/26 EFT Batch	
	Supplies			
	001-000-137-514-21-31-00		CLK: Office & Operating Supplies	\$10.71
			Laptop Sleeve Case	
	Total 1D99-PH7T-XDGC			\$10.71
	EFT PYMT AMAZON 03/20261 1F94-CCV6-T3TD	2/24/2026	2026 - March - 03/26 EFT Batch	
	Supplies			
	001-000-210-521-10-31-00		PD: Office & Operating Supplies	\$786.52
			Storage Cabinet	
	Total 1F94-CCV6-T3TD			\$786.52
	EFT PYMT AMAZON 03/20261 1FPH-YQQG-DHCW	2/11/2026	2026 - March - 03/26 EFT Batch	
	Supplies			
	001-000-137-514-21-31-00		CLK: Office & Operating Supplies	\$17.43
			Laptop Sleeve Case	
	Total 1FPH-YQQG-DHCW			\$17.43
	EFT PYMT AMAZON 03/20261 1GXV-PQQ4-WMJ1	2/27/2026	2026 - March - 03/26 EFT Batch	
	Credit Memo			
	001-000-210-521-10-31-00		PD: Office & Operating Supplies	(\$786.52)
			Returned Storage Cabinet	
	Total 1GXV-PQQ4-WMJ1			(\$786.52)

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	EFT PYMT AMAZON 03/20261 1J36-D9HJ-JDLX	3/10/2026	2026 - March - 03/26 EFT Batch	
	Supplies			
	001-000-210-521-10-31-00		PD: Office & Operating Supplies	\$51.66
	Handi-Pads			
	Total 1J36-D9HJ-JDLX			\$51.66
	EFT PYMT AMAZON 03/20261 1JCG-6HGP-QF4N	2/11/2026	2026 - March - 03/26 EFT Batch	
	Credit Memo			
	001-000-137-514-21-31-00		CLK: Office & Operating Supplies	(\$15.25)
	Returned Laptop Sleeve Case			
	Total 1JCG-6HGP-QF4N			(\$15.25)
	EFT PYMT AMAZON 03/20261 1JJJ-D363-NDJR	2/19/2026	2026 - March - 03/26 EFT Batch	
	Supplies			
	001-000-240-558-60-31-00		PLN: Office & Operating Supplies	\$7.62
	Desk Calendar			
	Total 1JJJ-D363-NDJR			\$7.62
	EFT PYMT AMAZON 03/20261 1L7Q-CDL4-HGRP	2/16/2026	2026 - March - 03/26 EFT Batch	
	Supplies			
	999-000-006-000-00-31-00		6-Shared Office & Operating Supplies	\$67.55
	Disposable Gloves			
	Total 1L7Q-CDL4-HGRP			\$67.55
	EFT PYMT AMAZON 03/20261 1NPK-T19N-GHJR	3/2/2026	2026 - March - 03/26 EFT Batch	
	Supplies			
	001-000-145-518-80-31-00		IT: Office & Operating Supplies	\$19.61
	Floppy Disk Reader			
	Total 1NPK-T19N-GHJR			\$19.61
	EFT PYMT AMAZON 03/20261 1P7D-4TWT-GFWD	2/24/2026	2026 - March - 03/26 EFT Batch	
	Supplies			
	001-000-140-514-23-31-00		FIN: Office & Operating Supplies	\$138.69
	Plates, Vinegar, Cups, Coffee, Cleaner			
	Total 1P7D-4TWT-GFWD			\$138.69

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	EFT PYMT AMAZON 03/20261 1PY1-WLNJ-NDF3	3/11/2026	2026 - March - 03/26 EFT Batch	
	Supplies			
	401-000-000-534-80-31-00		WTR: Office & Operating Supplies	\$32.04
	Door Hangers			
	Total 1PY1-WLNJ-NDF3			\$32.04
	EFT PYMT AMAZON 03/20261 1Q7C-VJYP-MFWM	3/14/2026	2026 - March - 03/26 EFT Batch	
	Supplies			
	999-000-004-000-00-31-04		4-Uniform Allowance	\$288.81
	Sweatshirts			
	999-000-006-000-00-31-00		6-Shared Office & Operating Supplies	\$142.88
	Relay, Garden Hose, Filter, Wiring Harness, Knife Blades			
	Total 1Q7C-VJYP-MFWM			\$431.69
	EFT PYMT AMAZON 03/20261 1XTK-3NNK-THP3	3/18/2026	2026 - March - 03/26 EFT Batch	
	Supplies			
	999-000-006-000-00-31-00		6-Shared Office & Operating Supplies	\$21.79
	Batteries			
	Total 1XTK-3NNK-THP3			\$21.79
	Total EFT PYMT AMAZON 03/20261			\$2,170.66
	Total Amazon Capital Services, Inc.			\$2,170.66
American Electrical Services Inc				
	57267	3/29/2026	2026 - April - 04/26 Regular Batch 3	
	2071			
	Service - December 2025			
	401-000-000-534-80-48-03		WTR: System Repair & Maint-Ext/Int	\$7,381.98
	Line Clearing/Branch Removal			
	Total 2071			\$7,381.98
	57267	3/29/2026	2026 - April - 04/26 Regular Batch 3	
	2072			
	Service - December 2025			
	401-000-000-534-80-48-03		WTR: System Repair & Maint-Ext/Int	\$2,525.76
	Tree Branch Removal			
	Total 2072			\$2,525.76
	Total 57267			\$9,907.74
	Total American Electrical Services Inc			\$9,907.74

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Art Gamblin Motors				
	57268 108780	3/27/2026	2026 - April - 04/26 Regular Batch 3	
		Service - 23 Chevy Equinox 001-000-240-558-51-48-01 Oil Change	PERM: Vehicle Repair & Maintenance	\$122.33
	Total 108780			\$122.33
	57268 108982	4/10/2026	2026 - April - 04/26 Regular Batch 3	
		Service - 19 Ford Escape 001-000-240-558-51-48-01 Oil Change	PERM: Vehicle Repair & Maintenance	\$122.33
	Total 108982			\$122.33
	Total 57268			\$244.66
	Total Art Gamblin Motors			\$244.66
Association of Washington Cities				
	57269 171463	4/8/2026	2026 - April - 04/26 Regular Batch 3	
		Registration - J Adler 001-000-130-513-10-49-01 AWC Annual Conference	MAYOR: Training & Workshops	\$638.24
	Total 171463			\$638.24
	Total 57269			\$638.24
	Total Association of Washington Cities			\$638.24
AT&T Mobility: First Net				
	57270 287294109909X04132026	4/5/2026	2026 - April - 04/26 Regular Batch 3	
		Service - March 2026		
		001-000-110-511-60-42-00 Cell Phone Service; CNCL	COUNC: Communications	\$140.99
		001-000-120-512-51-42-00 Cell Phone Service; CRT	CRT: Telephone / DSL / Radios / Air Cards	\$140.99
		001-000-130-513-10-42-00 Cell Phone Service; MYR	MAYOR: Telephone/DSL	\$47.00
		001-000-135-513-11-42-00 Cell Phone Service; ADM	ADMIN: Telephone / DSL / Radios / Air Cards	\$47.00
		001-000-137-514-21-42-00 Cell Phone Service; CLK	CLK: Telephone / DSL / Radios / Air Cards	\$140.99

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
		001-000-140-514-23-42-00	FIN: Telephone / DSL / Radios / Air Cards Cell Phone Service; FIN	\$281.97
		001-000-145-518-80-42-00	IT: Telephone / DSL / Radios / Air Cards Cell Phone Service; IT	\$234.98
		001-000-214-521-20-42-00	PD: Telephone / DSL / Radios / Air Cards Cell Phone Service; PD	\$1,315.88
		001-000-240-558-50-42-00	Code Enf: Telephone / DSL / Radios / Air Cards Cell Phone Service; CODE	\$13.64
		001-000-240-558-51-42-00	PERM: Telephone / DSL / Radios / Air Cards Cell Phone Service; PERM	\$216.85
		001-000-240-558-60-42-00	PLN: Telephone / DSL / Radios / Air Cards Cell Phone Service; PLN	\$145.48
		001-000-246-558-70-42-00	MDRT: Telephone / DSL / Radios / Air Cards Cell Phone Service; MDRT	\$187.98
		001-000-270-576-80-42-00	PRK: Telephone / DSL / Radios / Air Cards Cell Phone Service; PRKS	\$117.57
		001-000-280-536-20-42-00	CEM: Telephone / DSL / Radios / Air Cards Cell Phone Service; CEM	\$24.21
		101-000-000-542-30-42-00	STRT: Telephone / DSL / Radios / Air Cards Cell Phone Service; STRT	\$130.68
		401-000-000-534-80-42-00	WTR: Telephone / DSL / Radios / Air Cards Cell Phone Service; WTR	\$145.34
		404-000-010-534-80-41-00	SCADA/Telemetry Prof Svs Cell Phone Service; SCADA	\$47.00
		407-000-000-535-80-42-00	SWR: Telephone / DSL / Radios / Air Cards Cell Phone Service; SWR	\$136.09
		410-000-000-531-10-42-00	STRM: Telephone / DSL / Radios / Air Cards Cell Phone Service; STRM	\$151.02
		Total 287294109909X04132026		\$3,665.66
		Total 57270		\$3,665.66
		Total AT&T Mobility: First Net		\$3,665.66

Bigleaf Networks, Inc

57271

3/1/2026

2026 - April - 04/26 Regular Batch 3

INV149356

Service - March 2026

001-000-146-518-80-41-02

IT: Software Security Services

\$264.62

IP Address Block

Total INV149356

\$264.62

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	57271 INV151929	4/1/2026	2026 - April - 04/26 Regular Batch 3	
		Service - April 2026		
		001-000-146-518-80-41-02	IT: Software Security Services	\$264.62
		IP Address Block		
	Total INV151929			\$264.62
	Total 57271			\$529.24
	Total Bigleaf Networks, Inc			\$529.24
	Black Diamond Auto Parts			
	57272 480255	4/7/2026	2026 - April - 04/26 Regular Batch 3	
		Supplies		
		001-000-210-521-10-31-00	PD: Office & Operating Supplies	\$23.91
		Wiper Blades		
	Total 480255			\$23.91
	Total 57272			\$23.91
	Total Black Diamond Auto Parts			\$23.91
	Black Diamond Municipal Court			
	57273 BDMC 04/14/26	4/14/2026	2026 - April - 04/26 Regular Batch 3	
		Remittance - Fee Paid to PD		
		001-000-210-342-10-05-00	PD: Records and Misc.	\$150.00
		Remitting funds received by PD meant for Court		
	Total BDMC 04/14/26			\$150.00
	Total 57273			\$150.00
	Total Black Diamond Municipal Court			\$150.00
	CD - Transient Vendors			
	57274 PK Properties 04/08/26	4/8/2026	2026 - April - 04/26 Regular Batch 3 PK Properties	
		Refund - Permit Costs		
		001-000-240-341-81-00-00	PERM - Technology Cost Recovery Fee	\$90.00
		Refunded Permit Costs; PERM		
		001-000-240-345-89-00-01	PLN - Various Land Use Fees	\$4,863.00
		Refunded Permit Costs; PLN		
		001-000-240-345-89-00-09	SEPA Checklist/Misc. appeals	\$597.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Refunded Permit Costs; SEPA	
	Total PK Properties 04/08/26			\$5,550.00
	Total 57274			\$5,550.00
	Total CD - Transient Vendors			\$5,550.00

CHS/Cenex Inc

EFT PYMT CHS 03/20261 2/28/2026 2026 - March - 03/26 EFT Batch
 CHS/Cenex 02/2026

Supplies/Fuel - February 2026

001-000-210-521-10-32-00	PD: Fuel	\$2,523.35
Fuel Charges; PD		
001-000-240-558-51-32-00	PERM: Fuel	\$103.57
Fuel Charges; PERM		
001-000-246-558-70-32-00	MDRT: Fuel	\$439.23
Fuel Charges; MDRT		
001-000-270-576-80-32-00	PRK: Fuel	\$173.15
Fuel Charges; PRK		
001-000-280-536-20-32-00	CEM: Fuel	\$61.99
Fuel Charges; CEM		
101-000-000-543-50-32-00	STRT: Fuel	\$303.54
Fuel Charges; STRT		
401-000-000-534-80-32-00	WTR: Fuel	\$337.74
Fuel Charges; WTR		
407-000-000-535-80-32-00	SWR: Fuel	\$327.05
Fuel Charges; SWR		
410-000-000-531-10-32-00	STRM: Fuel	\$292.85
Fuel Charges; STRM		

Total CHS/Cenex 02/2026

Total EFT PYMT CHS 03/20261

Total CHS/Cenex Inc

\$4,562.47
\$4,562.47
\$4,562.47

City of Black Diamond

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	57275	3/31/2026	2026 - April - 04/26 Regular Batch 3	
	CoBD 03/2026			
	Service - March 2026			
	001-000-120-512-51-47-01		CRT: Utilities WTR/SWR/STRM UTILITIES - CRT	\$45.18
	001-000-135-513-11-47-01		ADMIN: Utilities WTR/SWR/STRM UTILITIES - ADM	\$11.60
	001-000-137-514-21-47-01		CLK: Utilities WTR/SWR/STRM UTILITIES - CLK	\$28.99
	001-000-140-514-23-47-01		FIN: Utilities WTR/SWR/STRM UTILITIES - FIN	\$101.19
	001-000-145-518-80-47-01		IT: Utilities WTR/SWR/STRM UTILITIES - IT	\$33.73
	001-000-180-518-50-47-01		CEN SVCS: Utilities WTR/SWR/STRM UTILITIES - CNSV	\$651.26
	001-000-212-521-50-47-01		PD: Utilities WTR/SWR/STRM UTILITIES - PD	\$194.21
	001-000-240-558-50-47-01		Code Enf: Utilities WTR/SWR/STRM UTILITIES - CODE	\$3.48
	001-000-240-558-51-47-01		PERM: Utilities WTR/SWR/STRM UTILITIES - PERM	\$55.32
	001-000-240-558-60-47-01		PLN: Utilities WTR/SWR/STRM UTILITIES - PLN	\$37.11
	001-000-248-518-20-47-01		MDRT: Utilities WTR/SWR/STRM UTILITIES - MDRT	\$63.24
	001-000-270-575-30-47-01		PRK: Museum Utilities WTR/SWR/STRM UTILITIES - MUSM	\$214.00
	001-000-270-575-51-47-01		GYM: Utilities WTR/SWR/STRM UTILITIES - GYM	\$139.39
	001-000-270-575-70-47-01		Lake Sawyer: Utilities WTR/SWR/STRM UTILITIES - LKSR	\$117.00
	001-000-270-576-80-47-01		PRK: Utilities WTR/SWR/STRM UTILITIES - PRK	\$257.83
	001-000-280-536-20-47-01		CEM: Utilities WTR/SWR/STRM UTILITIES - CEM	\$50.62
	001-000-530-522-10-47-01		FIRE: Utilities WTR/SWR/STRM UTILITIES - FIRE	\$207.56
	101-000-000-543-50-47-01		STRT: Utilities WTR/SWR/STRM UTILITIES - STRT	\$78.56
	401-000-000-534-80-47-01		WTR: Utilities WTR/SWR/STRM UTILITIES - WTR	\$223.89

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
		Account Number	Title	
		407-000-000-535-80-47-01	SWR: Utilities	\$167.44
			WTR/SWR/STRM UTILITIES - SWR	
		410-000-000-531-10-47-01	STRM: Utilities	\$86.45
			WTR/SWR/STRM UTILITIES - STRM	
	Total CoBD 03/2026			\$2,768.05
	Total 57275			\$2,768.05
	Total City of Black Diamond			\$2,768.05
	City of Black Diamond/Retained Funds			
	57276	4/7/2026	2026 - April - 04/26 Regular Batch 3	
	Ryatt Payment 4 (retainage)			
	Retainage - Ryatt Construction			
		404-000-016-594-34-63-00	Water Loop 169- Const	\$1,788.19
			SR 169 Water Main Improvement Project Payment 4	
	Total Ryatt Payment 4 (retainage)			\$1,788.19
	Total 57276			\$1,788.19
	Total City of Black Diamond/Retained Funds			\$1,788.19
	Civic Forge LLC			
	57277	4/8/2026	2026 - April - 04/26 Regular Batch 3	
	BD003			
	Service - March 2026			
		001-000-180-518-50-41-04	CEN SVCS: Professional Services	\$1,500.00
			Professional Lobbying Services Contract	
	Total BD003			\$1,500.00
	Total 57277			\$1,500.00
	Total Civic Forge LLC			\$1,500.00
	Comcast			
	EFT PYMT COMCAST 03/20261	2/5/2026	2026 - March - 03/26 EFT Batch	
	Comcast 02/2026			
	Service - February 2026			
		001-000-191-525-60-41-00	EM: Professional Services	\$14.72
			Acct 5476; 24301 Roberts Dr - EM Cable TV	
		001-000-212-521-50-49-04	PD: Security	\$155.41
			Acct 0559; 22480 SE 296th St - Internet Service	
		001-000-214-521-20-42-00	PD: Telephone / DSL / Radios / Air Cards	\$14.74
			Acct 2887; 25510 Lawson St - PD Cable TV	
	Total Comcast 02/2026			\$184.87

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	EFT PYMT COMCAST 03/20261 Comcast 03/2026	3/3/2026	2026 - March - 03/26 EFT Batch	
	Service - March 2026			
	001-000-191-525-60-41-00		EM: Professional Services	\$14.72
			Acct 5476; 24301 Roberts Dr - EM Cable TV	
	Total Comcast 03/2026			\$14.72
	Total EFT PYMT COMCAST 03/20261			\$199.59
Total Comcast				\$199.59
CRT - Transient Vendors				
	57278	4/7/2026	2026 - April - 04/26 Regular Batch 3	
	Jaydn Bond Reimbursement 02/2026		Jaydn Bond	
	Reimbursement - Therapeutic Court Retreat			
	001-000-120-512-51-43-00		CRT: Lodging, Meals & Mileage	\$86.74
			Therapeutic Court Retreat Costs Reimbursement; Court Allocation	
	001-000-121-512-51-41-06		CRT: AOC-Therapeutic Grant 07/2025 - 06/2026	\$387.87
			Therapeutic Court Retreat Costs Reimbursement; Grant Covered	
	Total Jaydn Bond Reimbursement 02/2026			\$474.61
	Total 57278			\$474.61
	57279	4/7/2026	2026 - April - 04/26 Regular Batch 3	
	Krista White Swain Reimbursement 02/2026		Krista White Swain	
	Reimbursement - Therapeutic Court Retreat			
	001-000-120-512-51-43-00		CRT: Lodging, Meals & Mileage	\$197.94
			Therapeutic Court Retreat Costs Reimbursement; Court Allocation	
	001-000-120-512-51-49-01		CRT: Training & Workshops	\$50.00
			Therapeutic Court Retreat Costs Reimbursement; Court Allocation	
	001-000-121-512-51-41-06		CRT: AOC-Therapeutic Grant 07/2025 - 06/2026	\$387.87
			Therapeutic Court Retreat Costs Reimbursement; Grant Covered	
	001-000-121-512-51-41-12		CRT: AOC-Therapeutic Regional Retreat	\$605.69
			Therapeutic Court Retreat Costs Reimbursement; Grant Covered	
	Total Krista White Swain Reimbursement 02/2026			\$1,241.50
	Total 57279			\$1,241.50
Total CRT - Transient Vendors				\$1,716.11
Cues, Inc.				
	57280	3/27/2026	2026 - April - 04/26 Regular Batch 3	
	970065847			
	Supplies/Inspection Camera			
	510-000-200-594-48-64-02		PW - Truck & Equip	\$65,110.76

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Inspection Camera	
	Total 970065847			\$65,110.76
	Total 57280			\$65,110.76
Total Cues, Inc.				\$65,110.76
DCW - Data Center Warehouse				
	57281	4/10/2026	2026 - April - 04/26 Regular Batch 3	
	INV-024177			
			Supplies	
			001-000-146-518-80-31-00	
			IT: Office & Operating Supplies	\$719.42
			Computer Parts	
	Total INV-024177			\$719.42
	57281	4/15/2026	2026 - April - 04/26 Regular Batch 3	
	INV-024603			
			Service - Barracuda Software	
			001-000-146-518-80-41-02	
			IT: Software Security Services	\$14,838.39
			Barracuda Software 12 Month Subscription	
	Total INV-024603			\$14,838.39
	Total 57281			\$15,557.81
Total DCW - Data Center Warehouse				\$15,557.81
Dept of Licensing-Firearms Online				
	EFT PYMT DOL 03/20261	3/31/2026	2026 - March - 03/26 EFT Batch	
	WA DoL 03/2026			
			Remittance - March 2026	
			633-000-400-589-30-00-00	
			CPL Fees for DOL - Firearms EFT	\$402.00
			Concealed Pistol License Fee Remittance	
	Total WA DoL 03/2026			\$402.00
	Total EFT PYMT DOL 03/20261			\$402.00
Total Dept of Licensing-Firearms Online				\$402.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Dicks Heating & A/C Inc				
	57282 262041	4/3/2026	2026 - April - 04/26 Regular Batch 3	
		Service - 25510 Lawson St		
		001-000-120-512-51-48-00	CRT: Bld Repair & Maintenance	\$44.11
			HVAC Repair; CRT	
		001-000-212-521-50-48-00	PD: Bldg Repairs & Maintenance	\$189.60
			HVAC Repair; PD	
	Total 262041			\$233.71
	Total 57282			\$233.71
	Total Dicks Heating & A/C Inc			\$233.71
Fin - Transient Vendors				
	57283	4/14/2026	2026 - April - 04/26 Regular Batch 3	
	K Hastings 04/14/26		Katelyn Hastings	
		Reimbursement - Travel Costs		
		001-000-180-518-50-41-03	CEN SVCS: Hiring/Employment costs	\$1,000.00
			Reimbursement for Travel Costs, Community Development Director Second Interview	
	Total K Hastings 04/14/26			\$1,000.00
	Total 57283			\$1,000.00
	Total Fin - Transient Vendors			\$1,000.00
First Bankcard				
	EFT PYMT FIRST BANKCARD 03/20261	3/18/2026	2026 - March - 03/26 Credit Card Batch	
	Adler, J 03/2026			
		Credit Card Charges - March 2026		
		001-000-130-513-10-49-01	MAYOR: Training & Workshops	\$20.00
			Emerald Rooms & Events - Good Eggs Event Registration, J Adlerl	
		001-000-135-513-11-49-01	ADMIN: Training & Workshops	\$20.00
			Emerald Rooms & Events - Good Eggs Event Registration, O'Neill	
	Total Adler, J 03/2026			\$40.00
	EFT PYMT FIRST BANKCARD 03/20261	3/18/2026	2026 - March - 03/26 Credit Card Batch	
	Barnett, J 03/2026			
		Credit Card Charges - March 2026		
		001-000-240-558-51-49-06	PERM: Recording Fees	\$312.68
			King County Recorders Office - Development Review Cert Recording	
	Total Barnett, J 03/2026			\$312.68

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
EFT PYMT FIRST BANKCARD	03/20261	3/18/2026	2026 - March - 03/26 Credit Card Batch	
	Brealey, C 03/2026			
			Credit Card Charges - March 2026	
		001-000-140-514-23-49-01	FIN: Training and Workshops	\$658.20
			MRSC - Finance Bootcamp 2026 Registration	
	Total Brealey, C 03/2026			\$658.20
EFT PYMT FIRST BANKCARD	03/20261	3/18/2026	2026 - March - 03/26 Credit Card Batch	
	Carlstrom, S 03/2026			
			Credit Card Charges - March 2026	
		001-000-240-558-51-49-01	PERM: Training & Workshops	\$255.00
			ICC - Permit Tech Testing	
		001-000-240-558-51-49-02	PERM: Dues & Memberships	\$352.05
			NFPA - Code Link Subscription	
	Total Carlstrom, S 03/2026			\$607.05
EFT PYMT FIRST BANKCARD	03/20261	3/18/2026	2026 - March - 03/26 Credit Card Batch	
	Esping, K 03/2026			
			Credit Card Charges - March 2026	
		001-000-180-518-50-31-00	CEN SVCS: Office & Operating Supplies	\$679.08
			AED.US - Defibrilator Pads for all Facilities	
		001-000-530-522-10-41-00	FIRE: Fire Dist 44 Prof Serv	\$18.54
			WA DOL - Report of Vehicle Sale, New Fire Vehicle	
		999-000-006-000-00-31-00	6-Shared Office & Operating Supplies	\$116.34
			Costco - Towels, Batteries	
		999-000-006-000-00-31-00	6-Shared Office & Operating Supplies	\$96.04
			1800Doorbell - Door Chimer	
		999-000-006-000-00-31-00	6-Shared Office & Operating Supplies	\$65.19
			Costco - Training Lunch for PW	
		999-000-006-000-00-31-00	6-Shared Office & Operating Supplies	\$51.15
			Costco - Snacks for PW Training	
	Total Esping, K 03/2026			\$1,026.34
EFT PYMT FIRST BANKCARD	03/20261	3/18/2026	2026 - March - 03/26 Credit Card Batch	
	Garbini, C 03/2026			
			Credit Card Charges - March 2026	
		001-000-210-521-10-31-00	PD: Office & Operating Supplies	\$34.05
			Galls - Decontamination Kit	
		001-000-210-521-10-32-00	PD: Fuel	\$42.50
			Cenex - Fuel	
	Total Garbini, C 03/2026			\$76.55

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	EFT PYMT FIRST BANKCARD 03/20261	3/18/2026	2026 - March - 03/26 Credit Card Batch	
	Gill, D 03/2026			
	Credit Card Charges - March 2026			
	001-000-214-521-20-42-03		PD: Postage	\$29.50
			UPS - Evidence Shipping	
	Total Gill, D 03/2026			\$29.50
	EFT PYMT FIRST BANKCARD 03/20261	3/18/2026	2026 - March - 03/26 Credit Card Batch	
	Goddard, D 03/2026			
	Credit Card Charges - March 2026			
	001-000-210-521-10-31-04		PD: Uniform Allowance	\$82.18
			Amazon - Converse Boots, Shoe Insoles	
	001-000-210-521-10-31-04		PD: Uniform Allowance	\$28.11
			Amazon - Beanie	
	001-000-216-521-10-31-00		CJ Education Supplies	\$230.63
			Amsterdam Pens - Stylus Pens Bulk	
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$327.00
			David J Harris - FTO Refresher Class	
	Total Goddard, D 03/2026			\$667.92
	EFT PYMT FIRST BANKCARD 03/20261	3/18/2026	2026 - March - 03/26 Credit Card Batch	
	Greve, E 03/2026			
	Credit Card Charges - March 2026			
	001-000-210-521-10-31-04		PD: Uniform Allowance	\$142.50
			NEAR.com - Earpiece	
	001-000-210-521-10-31-04		PD: Uniform Allowance	\$105.18
			Born Primitive - Tactical Shirts	
	001-000-210-521-10-31-04		PD: Uniform Allowance	\$227.79
			Flying Cross - Sweatshirt	
	001-000-210-521-10-31-04		PD: Uniform Allowance	\$217.98
			Amazon - GPS	
	001-000-210-521-10-31-04		PD: Uniform Allowance	\$19.60
			Amazon - Holster	
	001-000-210-521-10-31-04		PD: Uniform Allowance	\$21.73
			Amazon - Tourniquet Case	
	001-000-210-521-10-32-00		PD: Fuel	\$42.00
			Cenex - Fuel	
	Total Greve, E 03/2026			\$776.78

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	EFT PYMT FIRST BANKCARD 03/20261	3/18/2026	2026 - March - 03/26 Credit Card Batch	
	Hanis, S 03/2026			
	Credit Card Charges - March 2026			
	410-000-000-531-10-49-01		STRM: Training & Workshops	\$350.00
			AMI - Stormwater Training	
	Total Hanis, S 03/2026			\$350.00
	EFT PYMT FIRST BANKCARD 03/20261	3/18/2026	2026 - March - 03/26 Credit Card Batch	
	Jewett, L 03/2026			
	Credit Card Charges - March 2026			
	001-000-240-558-51-31-03		PERM: Books, Maps & Periodicals	\$226.68
			WABO - IBC Book with Tabs	
	Total Jewett, L 03/2026			\$226.68
	EFT PYMT FIRST BANKCARD 03/20261	3/18/2026	2026 - March - 03/26 Credit Card Batch	
	Kiblinger, J 03/2026			
	Credit Card Charges - March 2026			
	001-000-210-521-10-32-00		PD: Fuel	\$99.93
			Chevron - Fuel	
	001-000-210-521-10-49-02		PD: Dues & Memberships	\$50.00
			FBI NCCA - Annual Membership Dues	
	001-000-216-521-10-43-00		PD: Lodging, Meals & Mileage	\$675.12
			Holiday Inn - Leadership Seminar Lodging (Kiblinger)	
	001-000-216-521-10-43-00		PD: Lodging, Meals & Mileage	\$675.12
			Holiday Inn - Leadership Seminar Lodging (Martinez)	
	001-000-216-521-10-43-00		PD: Lodging, Meals & Mileage	\$112.60
			Dosalas - Leadership Seminar Dinner	
	001-000-216-521-10-43-00		PD: Lodging, Meals & Mileage	\$91.02
			Southpark Seafood - Leadership Seminar Dinner	
	Total Kiblinger, J 03/2026			\$1,703.79
	EFT PYMT FIRST BANKCARD 03/20261	3/18/2026	2026 - March - 03/26 Credit Card Batch	
	Martinez, Bre 03/2026			
	Credit Card Charges - March 2026			
	001-000-110-511-60-49-02		COUNC: Town Hall/Tri City Mtg Exp	\$19.25
			Safeway - Snacks for Tri City Council Meeting	
	001-000-137-514-21-49-01		CLK: Training & Workshops	\$489.60
			LRI Conference - Registration	
	Total Martinez, Bre 03/2026			\$508.85

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
EFT PYMT FIRST BANKCARD	03/20261	3/18/2026	2026 - March - 03/26 Credit Card Batch	
	Martinez, Bri 03/2026			
	Credit Card Charges - March 2026			
	001-000-210-521-10-32-00		PD: Fuel	\$50.78
			Chevron - Fuel	
	001-000-216-521-10-43-00		PD: Lodging, Meals & Mileage	\$29.00
			Starbucks - Breakfast for Martinez and Kiblinger	
	001-000-216-521-10-43-00		PD: Lodging, Meals & Mileage	\$21.90
			Starbucks - Breakfast for Martinez and Kiblinger	
	001-000-216-521-10-43-00		PD: Lodging, Meals & Mileage	\$70.40
			Who Song - Dinner for Martinez and Kiblinger	
	Total Martinez, Bri 03/2026			\$172.08
EFT PYMT FIRST BANKCARD	03/20261	3/18/2026	2026 - March - 03/26 Credit Card Batch	
	O'Neill, S 03/2026			
	Credit Card Charges - March 2026			
	001-000-140-514-23-49-01		FIN: Training and Workshops	\$80.00
			PSFOA - Payroll Best Practices Meeting Registration, O'Neill & Hopkins	
	Total O'Neill, S 03/2026			\$80.00
EFT PYMT FIRST BANKCARD	03/20261	3/18/2026	2026 - March - 03/26 Credit Card Batch	
	Parks, T 03/2026			
	Credit Card Charges - March 2026			
	001-000-120-512-51-49-01		CRT: Training & Workshops	\$495.00
			ICM - Court Training	
	001-000-121-512-51-41-11		CRT: AOC-Pretrial Monitoring Services Grant	\$132.38
			DTPM - Test Cups	
	Total Parks, T 03/2026			\$627.38
EFT PYMT FIRST BANKCARD	03/20261	3/18/2026	2026 - March - 03/26 Credit Card Batch	
	Reed, R 03/2026			
	Credit Card Charges - March 2026			
	001-000-145-518-80-43-00		IT: Lodging, Meals & Mileage	\$226.79
			Alaska Airlines - Flight to Laserfiche Event	
	001-000-145-518-80-43-00		IT: Lodging, Meals & Mileage	\$765.33
			Laserfiche - Empower Event Lodging	
	001-000-145-518-80-49-01		IT: Training & Workshops	\$209.75
			Laserfiche - Empower Event, Extra Night Charge	
	001-000-145-518-80-49-01		IT: Training & Workshops	\$1,464.67
			Laserfiche - Empower Event, Registration	
	001-000-146-518-80-41-01		IT: Software Services	\$1.94
			Zendesk - Talk Usage Subscription	

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
		Account Number	Title	
		001-000-146-518-80-41-01	IT: Software Services	\$510.12
		Survey Monkey - Survey Program		
		001-000-146-518-80-41-02	IT: Software Security Services	\$240.00
		Duo - MFA Service		
		001-000-146-518-80-42-02	IT: Internet Services	\$195.00
		Starlink - Internet Services		
		001-000-146-518-80-42-02	IT: Internet Services	\$195.00
		Starlink - Internet Services		
		310-000-011-594-18-64-00	Gen Gvt-Pc related Hardware	\$816.41
		Apple - iPad		
	Total Reed, R 03/2026			\$4,625.01
	EFT PYMT FIRST BANKCARD			
	03/20261	3/18/2026	2026 - March - 03/26 Credit Card Batch	
	Ross, J 03/2026			
	Credit Card Charges - March 2026			
		401-000-000-534-80-49-01	WTR: Training & Workshops	\$250.00
		Green River CC - Asbestos Pipe Class for A Keating		
	Total Ross, J 03/2026			\$250.00
	EFT PYMT FIRST BANKCARD			
	03/20261	3/18/2026	2026 - March - 03/26 Credit Card Batch	
	Sloss, J 03/2026			
	Credit Card Charges - March 2026			
		001-000-216-521-10-31-01	Costs Assoc w/Police Recognition	\$207.43
		C&B Awards - Awards for Garbini & Goddard		
	Total Sloss, J 03/2026			\$207.43
	EFT PYMT FIRST BANKCARD			
	03/20261	3/18/2026	2026 - March - 03/26 Credit Card Batch	
	Stavano, J 03/2026			
	Credit Card Charges - March 2026			
		401-000-000-534-80-31-00	WTR: Office & Operating Supplies	\$160.45
		Backflow Supply - Repair Parts for Lift Station		
		407-000-000-535-80-31-00	SWR: Office & Operating Supplies	\$685.73
		SealGuard Inc - Repair Equipment for Manhole		
		999-000-004-000-00-49-01	4-Training & Workshops	\$472.00
		OSHA - Group Training Session		
	Total Stavano, J 03/2026			\$1,318.18
	EFT PYMT FIRST BANKCARD			
	03/20261	3/18/2026	2026 - March - 03/26 Credit Card Batch	
	Williamson, T 03/2026			
	Credit Card Charges - March 2026			
		001-000-137-514-21-49-02	CLK: Dues & Memberships	\$75.00
		WAPRO - Membership Renewal for B Martinez, C Thornquist, & T Williamson		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
		001-000-180-518-50-42-01	CEN SVCS: Postage USPS - Stamps for Newsletter	\$811.20
		001-000-180-518-50-43-00	CEN SVCS: City Wellness Lodging, Meals & Mileage Hilton - Lodging for Healthy Worksite Summit	\$271.76
		001-000-180-518-50-43-00	CEN SVCS: City Wellness Lodging, Meals & Mileage Olive Garden - Healthy Worksite Summit Meal	\$24.13
	Total Williamson, T 03/2026			\$1,182.09
	EFT PYMT FIRST BANKCARD 03/20261	3/18/2026	2026 - March - 03/26 Credit Card Batch	
	Wilson, N 03/2026			
	Credit Card Charges - March 2026			
		101-000-000-542-30-49-02	STRT: Dues & Memberships DOL - CDL Renewal	\$223.51
	Total Wilson, N 03/2026			\$223.51
	Total EFT PYMT FIRST BANKCARD 03/20261			\$15,670.02
	Total First Bankcard			\$15,670.02
Gunderson Law Firm				
	57284	4/1/2026	2026 - April - 04/26 Regular Batch 3	
	1584			
	Service - March 2026			
		001-000-121-512-51-41-06	CRT: AOC-Therapeutic Grant 07/2025 - 06/2026 Prosecution Services - Community Court	\$500.00
		001-000-151-515-41-41-04	CRT - Legal - Pros Attorney Prosecution Services - Mainstream Court	\$5,600.00
	Total 1584			\$6,100.00
	Total 57284			\$6,100.00
	Total Gunderson Law Firm			\$6,100.00
Home Depot Credit Service				
	EFT PYMT HOME DEPOT 03/20261	2/24/2026	2026 - March - 03/26 EFT Batch	
	1510690			
	Supplies			
		001-000-212-521-50-38-00	PD: Bld Supplies Filter	\$78.53
	Total 1510690			\$78.53

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	EFT PYMT HOME DEPOT 03/20261 1510691	2/24/2026	2026 - March - 03/26 EFT Batch	
		Supplies		
		001-000-212-521-50-38-00	PD: Bld Supplies	\$32.72
		Simple Green Cleaner		
	Total 1510691			\$32.72
	EFT PYMT HOME DEPOT 03/20261 1530930	2/4/2026	2026 - March - 03/26 EFT Batch	
		Supplies		
		510-000-300-594-21-31-00	Surplus Costs Police	\$88.79
		Cleaners, Moisture Absorbers		
	Total 1530930			\$88.79
	EFT PYMT HOME DEPOT 03/20261 5543795	2/20/2026	2026 - March - 03/26 EFT Batch	
		Supplies		
		001-000-270-575-70-31-00	Lake Sawyer: Office & Operating Supplies	\$40.33
		Key Safe		
	Total 5543795			\$40.33
	EFT PYMT HOME DEPOT 03/20261 6795668	1/30/2026	2026 - March - 03/26 EFT Batch	
		Supplies		
		999-000-006-000-00-31-00	6-Shared Office & Operating Supplies	\$216.91
		Laser Tape Measuer		
	Total 6795668			\$216.91
	EFT PYMT HOME DEPOT 03/20261 7512602	1/29/2026	2026 - March - 03/26 EFT Batch	
		Supplies		
		999-000-006-000-00-31-00	6-Shared Office & Operating Supplies	\$180.08
		Lantern		
	Total 7512602			\$180.08
	EFT PYMT HOME DEPOT 03/20261 7530222	1/29/2026	2026 - March - 03/26 EFT Batch	
		Supplies		
		999-000-006-000-00-31-00	6-Shared Office & Operating Supplies	\$47.76
		Batteries		
	Total 7530222			\$47.76

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	EFT PYMT HOME DEPOT 03/20261 8515712	2/17/2026	2026 - March - 03/26 EFT Batch	
	Supplies			
	999-000-006-000-00-31-00		6-Shared Office & Operating Supplies	\$35.95
	Paint, Ice Melt			
	Total 8515712			\$35.95
	EFT PYMT HOME DEPOT 03/20261 8521907	2/17/2026	2026 - March - 03/26 EFT Batch	
	Supplies			
	001-000-212-521-50-38-00		PD: Bld Supplies	\$56.76
	Hardware, Lumber			
	Total 8521907			\$56.76
	EFT PYMT HOME DEPOT 03/20261 8530166	1/28/2026	2026 - March - 03/26 EFT Batch	
	Supplies			
	999-000-006-000-00-31-00		6-Shared Office & Operating Supplies	\$50.79
	Rat Traps			
	Total 8530166			\$50.79
	EFT PYMT HOME DEPOT 03/20261 9515484	2/16/2026	2026 - March - 03/26 EFT Batch	
	Supplies			
	001-000-212-521-50-38-00		PD: Bld Supplies	\$39.51
	Lumber, Hardware			
	Total 9515484			\$39.51
	Total EFT PYMT HOME DEPOT 03/20261			\$868.13
	Total Home Depot Credit Service			\$868.13
Honey Bucket	EFT PYMT HONEY BUCKET 03/20261 0555390160	2/17/2026	2026 - March - 03/26 EFT Batch	
	Service - March 2026; 25235 Park St			
	001-000-270-576-80-31-03		PRK: Portable Restroom Facility	\$380.50
	Portable Restroom Facility Service; PRK			
	Total 0555390160			\$380.50

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	EFT PYMT HONEY BUCKET 03/20261	2/24/2026	2026 - March - 03/26 EFT Batch	
	0555401597		Service - March 2026; 22698 SE 296th St	
		001-000-270-575-70-41-02	Lake Sawyer: Portable Restroom Facility	\$277.50
			Portable Restroom Facility Service; LKSR	
	Total 0555401597			\$277.50
	EFT PYMT HONEY BUCKET 03/20261	2/24/2026	2026 - March - 03/26 EFT Batch	
	0555401598		Service - March 2026; 31500 Lake Sawyer Rd	
		001-000-270-575-70-41-02	Lake Sawyer: Portable Restroom Facility	\$103.00
			Portable Restroom Facility Service; LKSR	
	Total 0555401598			\$103.00
	Total EFT PYMT HONEY BUCKET 03/20261			\$761.00
	Total Honey Bucket			\$761.00
HWA GeoSciences Inc.				
	57285	3/27/2026	2026 - April - 04/26 Regular Batch 3	
	39832		Service - March 2026	
		404-000-016-594-34-63-00	Water Loop 169- Const	\$3,108.23
			SR 169 Materials Testing	
	Total 39832			\$3,108.23
	Total 57285			\$3,108.23
	Total HWA GeoSciences Inc.			\$3,108.23
Invoice Cloud				
	EFT PYMT INVOICE CLOUD 03/20261	2/28/2026	2026 - March - 03/26 EFT Batch	
	774-2026_2		Service - February 2026	
		001-000-180-518-50-49-50	CEN SVCS: Bank Analysis / Merch CC / Lien Fees	\$18.75
			Transaction Portal Costs; CS	
		001-000-210-521-10-49-50	PD: Bank Analysis / Merch CC / Lien Fees	\$18.75
			Transaction Portal Costs; PD	
		001-000-240-558-51-49-50	PERM: Bank Analysis / Merch CC / Lien Fees	\$18.75
			Transaction Portal Costs; PERM	
		401-000-000-534-80-49-50	WTR: Bank Analysis / Merch CC / Lien Fees	\$276.67
			Transaction Portal Costs; WTR	
		407-000-000-535-80-49-50	SWR: Bank Analysis / Merch CC / Lien Fees	\$249.01
			Transaction Portal Costs; SWR	

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		410-000-000-531-10-49-50	STRM: Bank Analysis / Merch CC / Lien Fees Transaction Portal Costs; STRM	\$27.67
	Total 774-2026_2			\$609.60
	Total EFT PYMT INVOICE CLOUD 03/20261			\$609.60
	Total Invoice Cloud			\$609.60
Johnsons Home & Garden				
	57286 492929	4/10/2026	2026 - April - 04/26 Regular Batch 3	
		Supplies		
		999-000-006-000-00-31-00	6-Shared Office & Operating Supplies Drum Liner, Hardware, Lubricant	\$151.10
	Total 492929			\$151.10
	57286 492937	4/10/2026	2026 - April - 04/26 Regular Batch 3	
		Supplies		
		001-000-530-522-10-31-00	FIRE: Office & Operating Supplies Lawn Fertilizer	\$58.84
	Total 492937			\$58.84
	Total 57286			\$209.94
	Total Johnsons Home & Garden			\$209.94
KD Water Systems LLC				
	57287 4395	3/30/2026	2026 - April - 04/26 Regular Batch 3	
		Service - April 2026		
		001-000-120-591-12-70-04	CRT: Watercooler Lease WATER COOLER LEASE; CRT	\$13.03
		001-000-135-591-13-70-04	ADMIN: Watercooler Lease WATER COOLER LEASE; ADM	\$5.87
		001-000-137-591-18-70-04	CLK: Watercooler Lease WATER COOLER LEASE; CLK	\$14.66
		001-000-140-591-18-70-04	FIN: Watercooler Lease WATER COOLER LEASE; FIN	\$50.18
		001-000-145-591-18-70-04	IT: Watercooler Lease WATER COOLER LEASE; IT	\$16.73
		001-000-210-591-21-70-04	PD: Watercooler Lease WATER COOLER LEASE; PD	\$56.00
		001-000-240-591-58-70-04	Code Enf: Watercooler Lease WATER COOLER LEASE; CODE	\$1.76

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
		Account Number	Title	
		001-000-240-591-58-71-04	PERM: Watercooler Lease WATER COOLER LEASE; PERM	\$27.98
		001-000-240-591-58-72-04	PLN: Watercooler Lease WATER COOLER LEASE; PLN	\$18.77
		001-000-246-591-58-70-04	MDRT: Watercooler Lease WATER COOLER LEASE; MDRT	\$100.39
		001-000-270-591-76-70-04	PRK: Watercooler Lease WATER COOLER LEASE; PRK	\$11.42
		001-000-280-591-36-70-04	CEM: Watercooler Lease WATER COOLER LEASE; CEM	\$3.86
		101-000-000-591-95-70-04	STRT: Watercooler Lease WATER COOLER LEASE; STRT	\$21.49
		401-000-000-591-37-70-04	WTR: Watercooler Lease WATER COOLER LEASE; WTR	\$23.89
		407-000-000-591-35-70-04	SWR: Watercooler Lease WATER COOLER LEASE; SWR	\$22.16
		410-000-000-591-31-70-04	STRM: Watercooler Lease WATER COOLER LEASE; STRM	\$26.01
	Total 4395			\$414.20
	Total 57287			\$414.20
	Total KD Water Systems LLC			\$414.20

Kelley Create Co

57288

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Service - Q1 2026

001-000-000-581-10-00-00	Property Loan to Enterprise Funds	\$0.00
001-000-135-513-11-45-03	ADMIN: Copier Costs	\$63.08
	Copier Overage Costs; ADM	
001-000-137-514-21-45-03	CLK: Copier Costs	\$157.69
	Copier Overage Costs; CLK	
001-000-140-514-23-45-03	FIN: Copier Costs	\$343.31
	Copier Overage Costs; FIN	
001-000-210-521-10-45-03	PD: Copier Costs	\$195.80
	Copier Overage Costs; PD	
001-000-240-558-50-45-03	Code Enf: Copier Costs	\$18.92
	Copier Overage Costs; CODE	
001-000-240-558-51-45-03	PERM: Copier Costs	\$300.87
	Copier Overage Costs; PERM	
001-000-240-558-60-45-03	PLN: Copier Costs	\$201.84
	Copier Overage Costs; PLN	

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
		001-000-248-518-20-45-03	MDRT: Copier Costs	\$103.63
		Copier Overage Costs; MDRT		
		001-000-270-576-80-45-03	PRK: Copier Costs	\$19.75
		Copier Overage Costs; PRKS		
		001-000-280-536-20-45-03	CEM: Copier Costs	\$5.78
		Copier Overage Costs; CEM		
		101-000-000-542-30-45-03	STRT: Copier Costs	\$43.12
		Copier Overage Costs; STRT		
		401-000-000-534-80-45-03	WTR: Copier Costs	\$47.94
		Copier Overage Costs; WTR		
		407-000-000-535-80-45-03	SWR: Copier Costs	\$40.71
		Copier Overage Costs; SWR		
		410-000-000-531-10-45-03	STRM: Copier Costs	\$72.02
		Copier Overage Costs; STRM		
	Total IN2281614			\$1,614.46
	Total 57288			\$1,614.46
Total Kelley Create Co				\$1,614.46
King County Finance				
	57289	3/31/2026	2026 - April - 04/26 Regular Batch 3	
	11017079			
		Service - March 2026; INET		
		407-000-000-535-80-41-02	SWR: Metro Sewer Charges	\$1,135.00
		Monthly King County Sewer Costs		
	Total 11017079			\$1,135.00
	57289	3/31/2026	2026 - April - 04/26 Regular Batch 3	
	148981			
		Service - March 2026		
		101-000-000-542-64-48-01	STRT: Traffic Signal Maintenance	\$764.30
		RSD Black Diamond DSC Traffic		
	Total 148981			\$764.30
	Total 57289			\$1,899.30
Total King County Finance				\$1,899.30
King County Treasurer				
	57290	3/17/2026	2026 - April - 04/26 Regular Batch 3	
	KC Treasurer 04/2026			
		Property Taxes - Parcel 122106902101		
		001-000-180-518-50-41-04	CEN SVCS: Professional Services	\$23.16
		Noxious Weeds/Conservation District Fee		

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name	Amount
			Title	
		001-000-180-518-50-47-01	CEN SVCS: Utilities	\$234.00
		Surface Water Management Fee		
		001-000-180-518-50-49-00	CEN SVCS: Miscellaneous	\$1,837.63
		Property Taxes		
	Total KC Treasurer 04/2026			\$2,094.79
	Total 57290			\$2,094.79
	Total King County Treasurer			\$2,094.79
Madrona Law Group LLC				
	57291	4/8/2026	2026 - April - 04/26 Regular Batch 3	
	13465			
		Service - March 2026; CP		
		001-000-150-515-41-41-01	Legal: General Government	\$1,008.00
		Capital Projects Services; LKSR		
		407-000-000-535-80-41-01	SWR: Legal Costs	\$612.00
		Capital Projects Services; SWR		
	Total 13465			\$1,620.00
	57291	4/8/2026	2026 - April - 04/26 Regular Batch 3	
	13468			
		Service - March 2026		
		001-000-150-515-41-41-01	Legal: General Government	\$8,532.50
		General City Attorney Services		
	Total 13468			\$8,532.50
	57291	4/8/2026	2026 - April - 04/26 Regular Batch 3	
	13469			
		Service - March 2026; HR		
		001-000-150-515-41-41-01	Legal: General Government	\$504.00
		Labor & Employment Services		
	Total 13469			\$504.00
	57291	4/8/2026	2026 - April - 04/26 Regular Batch 3	
	13470			
		Service - March 2026; Lumen		
		320-000-055-542-30-41-00	AT&T Franchise: Legal Svcs	\$3,924.00
		Lumen Franchise Services		
	Total 13470			\$3,924.00
	Total 57291			\$14,580.50
	Total Madrona Law Group LLC			\$14,580.50

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Merchant Card Services / Vantive Holding, LLC				
	EFT PYMT MCS 03/20261 MCS 02/2026	3/6/2026	2026 - March - 03/26 EFT Batch	
		Service - February 2026		
		001-000-270-575-70-49-00	Lake Sawyer: Bank Analysis / Merch CC / Lien Fees	\$93.39
		Lake Sawyer Pay Station		
	Total MCS 02/2026			\$93.39
	Total EFT PYMT MCS 03/20261			\$93.39
	Total Merchant Card Services / Vantive Holding, LLC			\$93.39
Mountain View Fire & Rescue				
	57292 26-007	3/30/2026	2026 - April - 04/26 Regular Batch 3	
		Service - January & February 2026		
		001-000-240-558-51-41-04	PERM: Fire Inspection & Plan Check	\$1,826.47
		Fire Marshal Contracted Services		
	Total 26-007			\$1,826.47
	Total 57292			\$1,826.47
	Total Mountain View Fire & Rescue			\$1,826.47
Neil Wilson				
	57293 N Wilson 03/17/26	3/17/2026	2026 - April - 04/26 Regular Batch 3	
		Reimbursement - DOT Physical		
		101-000-000-542-30-49-02	STRT: Dues & Memberships	\$147.00
		Reimbursement for DOT Physical Costs		
	Total N Wilson 03/17/26			\$147.00
	Total 57293			\$147.00
	Total Neil Wilson			\$147.00
Northwest Parking Equipment Company				
	57294 035	4/1/2026	2026 - April - 04/26 Regular Batch 3	
		Service - April 2026		
		001-000-270-575-70-41-00	Lake Sawyer: Professional Services	\$475.34
		VenStation Vault Installation, New Keys		
	Total 035			\$475.34
	Total 57294			\$475.34
	Total Northwest Parking Equipment Company			\$475.34

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Parametrix, Inc.				
	57295 77573	4/10/2026	2026 - April - 04/26 Regular Batch 3	
		Service - March 2026		
		320-000-050-595-50-62-00	CIP - STRT - Covington Creek Bridge	\$4,651.25
			Covington Creek Culverts Replacement	
	Total 77573			\$4,651.25
	57295 77578	4/10/2026	2026 - April - 04/26 Regular Batch 3	
		Service - March 2026		
		320-000-038-595-30-41-00	CIP - STRT - Traffic Impact Fee / Concurrency Prof Svs	\$1,728.75
			Updated TIF Study	
	Total 77578			\$1,728.75
	Total 57295			\$6,380.00
	Total Parametrix, Inc.			\$6,380.00
Public Safety Testing, Inc				
	57296 PST26-102	4/1/2026	2026 - April - 04/26 Regular Batch 3	
		Service - Q1 2026		
		001-000-213-521-10-41-04	PD: Civil Service-Hiring Evaluations	\$257.00
			Subscription Fees	
	Total PST26-102			\$257.00
	Total 57296			\$257.00
	Total Public Safety Testing, Inc			\$257.00
Puget Sound Energy				
	EFT PYMT PSE 03/20261 PSE 02/2026	3/4/2026	2026 - March - 03/26 EFT Batch	
		Service - February 2026		
		001-000-120-512-51-47-00	CRT: Electricity/Gas	\$239.71
			Electric/Gas Charges; CRT	
		001-000-135-513-11-47-00	ADMIN: Electricity/Gas	\$135.59
			Electric/Gas Charges; ADM	
		001-000-137-514-21-47-00	CLK: Electricity/Gas	\$338.97
			Electric/Gas Charges; CLK	
		001-000-140-514-23-47-00	FIN: Electricity/Gas	\$310.32
			Electric/Gas Charges; FIN	
		001-000-145-518-80-47-00	IT: Electricity/Gas	\$646.57
			Electric/Gas Charges; IT	

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
		001-000-180-518-50-47-00	CEN SVCS: Electricity/Gas Electric/Gas Charges; CNSV	\$273.72
		001-000-212-521-50-47-00	PD: Electricity/Gas Electric/Gas Charges; PD	\$1,607.34
		001-000-240-558-50-47-00	Code Enf: Electricity/Gas Electric/Gas Charges; CODE	\$40.68
		001-000-240-558-51-47-00	PERM: Electricity/Gas Electric/Gas Charges; PERM	\$646.75
		001-000-240-558-60-47-00	PLN: Electricity/Gas Electric/Gas Charges; PLN	\$433.88
		001-000-248-518-20-47-00	MDRT: Electricity/Gas Electric/Gas Charges; MDRT	\$375.62
		001-000-270-575-30-47-00	PRK: Museum Electric/Gas Electric/Gas Charges; MUSM	\$822.71
		001-000-270-575-51-47-00	GYM: Electricity/Gas Electric/Gas Charges; GYM	\$652.90
		001-000-270-576-80-47-00	PRK: Electricity/Gas Electric/Gas Charges; PRK	\$165.48
		001-000-280-536-20-47-00	CEM: Electricity/Gas Electric/Gas Charges; CEM	\$47.03
		001-000-530-522-10-47-00	FIRE: Electricity/gas Electric/Gas Charges; FIRE	\$1,573.37
		101-000-000-542-63-47-00	STRT: Street Lighting Electric/Gas Charges; Street Lights	\$774.92
		101-000-000-543-50-47-00	STRT: Electricity/Gas Electric/Gas Charges; STRT	\$251.17
		401-000-000-534-80-47-00	WTR: Electricity/Gas Electric/Gas Charges; WTR	\$4,620.82
		407-000-000-535-80-47-00	SWR: Electricity/Gas Electric/Gas Charges; SWR	\$517.52
		410-000-000-531-10-47-00	STRM: Electricity/Gas Electric/Gas Charges; STRM	\$285.22
		Total PSE 02/2026		\$14,760.29
		Total EFT PYMT PSE 03/20261		\$14,760.29
		Total Puget Sound Energy		\$14,760.29

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Raven Song LLC	57297 233	4/3/2026	2026 - April - 04/26 Regular Batch 3	
		Service - April 2026		
		001-000-121-512-51-41-06 Trauma MRT	CRT: AOC-Therapeutic Grant 07/2025 - 06/2026	\$300.00
	Total 233			\$300.00
	Total 57297			\$300.00
Total Raven Song LLC				\$300.00

Republic Services #176

EFT PYMT REPUBLIC 03/20261	2/28/2026	2026 - March - 03/26 EFT Batch		
Republic Services 02/2026				
		Service - February 2026		
		001-000-120-512-51-47-02 Waste Collection Service; CRT	CRT: Waste Disposal	\$149.59
		001-000-135-513-11-47-02 Waste Collection Service; ADM	ADMIN: Waste Disposal	\$30.56
		001-000-137-514-21-47-02 Waste Collection Service; CLK	CLK: Waste Disposal	\$76.40
		001-000-140-514-23-47-02 Waste Collection Service; FIN	FIN: Waste Disposal	\$183.36
		001-000-145-518-80-47-02 Waste Collection Service; IT	IT: Waste Disposal	\$61.12
		001-000-212-521-50-47-02 Waste Collection Service; PD	PD: Waste Disposal	\$643.03
		001-000-240-558-50-47-02 Waste Collection Service; CODE	Code Enf: Waste Disposal	\$9.17
		001-000-240-558-51-47-02 Waste Collection Service; PERM	PERM: Waste Disposal	\$145.77
		001-000-240-558-60-47-02 Waste Collection Service; PLN	PLN: Waste Disposal	\$97.79
		001-000-248-518-20-47-02 Waste Collection Service; MDRT	MDRT: Waste Disposal Costs	\$114.60
		001-000-270-576-80-47-02 Waste Collection Service; PRK	PRK: Waste Disposal	\$385.50
		001-000-280-536-20-47-02 Waste Collection Service; CEM	CEM: Waste Disposal	\$137.20
		101-000-000-543-50-47-02 Waste Collection Service; STRT	STRT: Waste Disposal	\$681.21

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		401-000-000-534-80-47-02	WTR: Waste Disposal Waste Collection Service; WTR	\$757.94
		407-000-000-535-80-47-02	SWR: Waste Disposal Waste Collection Service; SWR	\$730.33
		410-000-000-531-10-47-02	STRM: Waste Disposal Waste Collection Service; STRM	\$676.52
	Total Republic Services 02/2026			\$4,880.09
	Total EFT PYMT REPUBLIC 03/20261			\$4,880.09
	Total Republic Services #176			\$4,880.09
RH2 Engineering Inc.				
	57298	3/19/2026	2026 - April - 04/26 Regular Batch 3	
	105953			
		Service - February 2026		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$3,754.64
		2018 MDRT		
	Total 105953			\$3,754.64
	57298	4/16/2026	2026 - April - 04/26 Regular Batch 3	
	106253			
		Service - March 2026		
		001-000-246-558-70-41-00	MDRT: Professional Services	\$6,047.05
		Interim MDRT Director		
	Total 106253			\$6,047.05
	Total 57298			\$9,801.69
	Total RH2 Engineering Inc.			\$9,801.69
Ryatt Construction LLC				
	57299	4/7/2026	2026 - April - 04/26 Regular Batch 3	
		Ryatt Payment 4 (less retainage)		
		Service - Payment Installment 4		
		404-000-016-594-34-63-00	Water Loop 169- Const	\$37,194.03
		169 Water Main Project, Payment Installment 4		
	Total Ryatt Payment 4 (less retainage)			\$37,194.03
	Total 57299			\$37,194.03
	Total Ryatt Construction LLC			\$37,194.03

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name	Amount
			Title	
Seattle Times				
	57300	3/31/2026	2026 - April - 04/26 Regular Batch 3	
	84257			
		Service - March 2026		
		001-000-110-511-60-42-00	COUNC: Communications	\$98.26
		Advertising Costs; CNCL		
		001-000-180-518-50-41-75	CEN SVCS: Advertising	\$505.08
		Advertising Costs; CNSV		
		001-000-240-558-60-41-75	PLN: Advertising	\$306.34
		Advertising Costs; PLN		
		001-000-246-558-70-41-75	MDRT: Advertising	\$1,254.26
		Advertising Costs; MDRT		
		999-000-004-000-00-41-75	4-Advertising	\$130.00
		Advertising Costs; PW		
		Total 84257		\$2,293.94
	Total 57300			\$2,293.94
	Total Seattle Times			\$2,293.94
SHI International Corp.				
	57301	4/9/2026	2026 - April - 04/26 Regular Batch 3	
	B21037400			
		Service - February 2026		
		001-000-146-518-80-41-01	IT: Software Services	\$5.65
		Windows Software Services		
		Total B21037400		\$5.65
	Total 57301			\$5.65
	Total SHI International Corp.			\$5.65
Smartox				
	57302	4/2/2026	2026 - April - 04/26 Regular Batch 3	
	32212			
		Service - April 2026		
		001-000-121-512-51-41-11	CRT: AOC-Pretrial Monitoring Services Grant	\$450.00
		Smartest Patch with Lab Analysis Drug with		
		Total 32212		\$450.00
	Total 57302			\$450.00
	Total Smartox			\$450.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Sorci Family LLC	57309	5/1/2026	2026 - May - 05/2026 Regular Batch 1	
	Sorci 05/2026			
		Rent - May 2026		
		001-000-135-591-13-70-00 MOD LAND RENT; ADM	ADMIN: Bld & Property Lease	\$188.39
		001-000-137-591-18-70-00 MOD LAND RENT; CLK	CLK: Bld & Property Lease	\$470.98
		001-000-140-591-18-70-00 CITY HALL BUILDING RENT; FIN	FIN: Bld & Property Lease	\$4,659.16
		001-000-145-591-18-70-00 CITY HALL BUILDING RENT; IT	IT: Bld & Property Lease	\$1,553.05
		001-000-240-591-58-70-00 MOD LAND RENT; CODE	Code Enf: Bld & Property Lease	\$56.52
		001-000-240-591-58-71-00 MOD LAND RENT; PERM	PERM: Bld & Property Lease	\$898.63
		001-000-240-591-58-72-00 MOD LAND RENT; PLN	PLN: Bld & Property Lease	\$602.85
		001-000-248-591-58-70-00 CITY HALL BUILDING RENT; MDRT	MDRT: Bld & Property Lease	\$2,911.97
		001-000-270-591-76-70-00 CITY HALL BUILDING RENT; PRK	PRK: Bld & Property Lease	\$318.38
		001-000-280-591-36-70-00 CITY HALL BUILDING RENT; CEM	CEM: BLD & Property Lease	\$93.18
		101-000-000-591-95-70-00 CITY HALL BUILDING RENT; STRT	STRT: Bld & Property Lease	\$694.99
		401-000-000-591-34-70-00 CITY HALL BUILDING RENT; WTR	WTR: Bld & Property Lease	\$772.65
		407-000-000-591-35-70-00 CITY HALL BUILDING RENT; SWR	SWR: Bld & Property Lease	\$656.16
		410-000-000-591-31-70-00 CITY HALL BUILDING RENT; STRM	STRM: Bld & Property Lease	\$1,160.91
	Total Sorci 05/2026			\$15,037.82
	Total 57309			\$15,037.82
Total Sorci Family LLC				\$15,037.82

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
State Auditor's Office				
	57303 L174458	4/9/2026	2026 - April - 04/26 Regular Batch 3	
		Service - March 2026		
		001-000-140-514-23-41-01	FIN: State Auditor Services	\$9,947.55
			2023 & 2024 Accountability, Federal & Financial Audits	
	Total L174458			\$9,947.55
	Total 57303			\$9,947.55
	Total State Auditor's Office			\$9,947.55
Tacoma Public Utilities				
	EFT PYMT TPU 03/20261 TPU 01/2026	1/31/2026	2026 - March - 03/26 EFT Batch	
		Service - January 2026		
		401-000-000-534-80-30-00	WTR: Tacoma PUD	\$16,049.91
			Water Charges	
	Total TPU 01/2026			\$16,049.91
	EFT PYMT TPU 03/20261 TPU 02/2026	2/28/2026	2026 - March - 03/26 EFT Batch	
		Service - February 2026		
		401-000-000-534-80-30-00	WTR: Tacoma PUD	\$16,049.91
			Water Charges	
	Total TPU 02/2026			\$16,049.91
	Total EFT PYMT TPU 03/20261			\$32,099.82
	Total Tacoma Public Utilities			\$32,099.82
Third Ave Eco Wash				
	57304 121	4/5/2026	2026 - April - 04/26 Regular Batch 3	
		Service - Q1 2026; FIN		
		001-000-180-518-50-48-01	CEN SVCS: Vehicle Repair & Maintenance	\$7.00
			Car Wash Charges; FIN	
	Total 121			\$7.00
	57304 124	4/5/2026	2026 - April - 04/26 Regular Batch 3	
		Service - Q1 2026; PW		
		999-000-006-000-00-48-01	6-Vehicle Repair & Maintenance	\$28.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Car Wash Charges; PW	
	Total 124			\$28.00
	Total 57304			\$35.00
	Total Third Ave Eco Wash			\$35.00
United Business Machines of WA Inc				
	57305 INV554138	3/3/2026	2026 - April - 04/26 Regular Batch 3	
		Service - February 2026		
		001-000-120-512-51-49-03	CRT: Printing & Binding	\$54.19
			Monthly Per Copy Charge	
	Total INV554138			\$54.19
	Total 57305			\$54.19
	Total United Business Machines of WA Inc			\$54.19
US Bank Equipment Finance				
	EFT PYMT US BANK 03/20261 575609631	2/14/2026	2026 - March - 03/26 EFT Batch	
		Service - February 2026		
		001-000-135-591-13-70-03	ADMIN: Copier Lease	\$43.33
			Monthly Copier Lease; ADM	
		001-000-137-591-18-70-03	CLK: Copier Lease	\$108.33
			Monthly Copier Lease; CLK	
		001-000-140-591-18-70-03	FIN: Copier Lease	\$480.74
			Monthly Copier Lease; FIN	
		001-000-210-591-21-70-03	PD: Copier Lease	\$361.55
			Monthly Copier Lease; PD	
		001-000-240-591-58-70-03	Code Enf: Copier Lease	\$13.00
			Monthly Copier Lease; CODE	
		001-000-240-591-58-71-03	PERM: Copier Lease	\$206.68
			Monthly Copier Lease; PERM	
		001-000-240-591-58-72-03	PLN: Copier Lease	\$138.66
			Monthly Copier Lease; PLN	
		001-000-248-591-58-70-03	MDRT: Copier Lease	\$395.54
			Monthly Copier Lease; MDRT	
		001-000-270-591-76-70-03	PRK: Copier Lease	\$28.84
			Monthly Copier Lease; PRK	

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
		001-000-280-591-36-70-03	CEM: Copier Lease Monthly Copier Lease; CEM	\$8.44
		101-000-000-591-95-70-03	STRT: Copier Lease Monthly Copier Lease; STRT	\$62.96
		401-000-000-591-34-70-03	WTR: Copier Lease Monthly Copier Lease; WTR	\$69.99
		407-000-000-591-35-70-03	SWR: Copier Lease Monthly Copier Lease; SWR	\$59.44
		410-000-000-591-31-70-03	STRM: Copier Lease Monthly Copier Lease; STRM	\$105.16
	Total 575609631			\$2,082.66
	Total EFT PYMT US BANK 03/20261			\$2,082.66
	Total US Bank Equipment Finance			\$2,082.66
US Postal Service (CMRS-FP)				
	EFT PYMT USPS FP 03/20261	3/31/2026	2026 - March - 03/26 EFT Batch	
	USPS CMRS FP 03/2026			
	Service - March 2026			
		001-000-180-518-50-42-01	CEN SVCS: Postage Postage Meter Refill Amount	\$600.00
	Total USPS CMRS FP 03/2026			\$600.00
	Total EFT PYMT USPS FP 03/20261			\$600.00
	Total US Postal Service (CMRS-FP)			\$600.00
Valley Defenders				
	57306	4/6/2026	2026 - April - 04/26 Regular Batch 3	
	Valley Defenders 03/2026			
	Service - March 2026			
		001-000-121-512-51-41-06	CRT: AOC-Therapeutic Grant 07/2025 - 06/2026 AOC Community Court	\$750.00
		001-000-151-515-91-41-00	CRT - Legal-Public Defender Public Defense Services	\$8,500.00
	Total Valley Defenders 03/2026			\$9,250.00
	Total 57306			\$9,250.00
	Total Valley Defenders			\$9,250.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
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VenTek International

57307	153595	4/1/2026	2026 - April - 04/26 Regular Batch 3	
		Service - April 2026		
		001-000-270-575-70-41-01	Lake Sawyer: Ven Tek/Venvue Pay Station	\$98.10
			CCU SERVER HOSTING/DIGITAL CELL CARRIER SERVICES	
	Total 153595			\$98.10
Total 57307				\$98.10
Total VenTek International				\$98.10

Washington State Department of Revenue

EFT PYMT WA DOR 03/20261 WA DoR 02/2026		2/28/2026	2026 - March - 03/26 EFT Batch	
		Excise Tax - February 2026		
		001-000-210-521-10-31-04	PD: Uniform Allowance	\$3.15
			Unpaid Sales Tax; FNBO Zero9 Holsters	
		001-000-210-521-20-49-05	PD: Sales Excise Tax	\$0.24
			Excise Tax; PD	
		001-000-216-521-10-31-00	CJ Education Supplies	\$56.27
			Unpaid Sales Tax; FNBO Imprint Now	
		001-000-280-536-20-49-05	CEM: Sales Excise Tax	\$0.00
			Excise Tax; CEM	
		401-000-000-534-80-44-01	WTR: State of WA Utility Excise Tax	\$6,662.92
			Excise Tax; WTR	
		407-000-000-535-80-44-01	State of WA Excise Tax	\$2,309.73
			Excise Tax; SWR	
		410-000-000-531-10-44-01	STRM: State of Wa Excise Tax	\$294.23
			Excise Tax; STRM	
		633-000-000-589-30-00-00	Sales Tax	\$4.50
			Sales Tax Collected to Remit to State	
	Total WA DoR 02/2026			\$9,331.04
Total EFT PYMT WA DOR 03/20261				\$9,331.04
Total Washington State Department of Revenue				\$9,331.04

Water Management Laboratories, Inc.

57308	236470	3/25/2026	2026 - April - 04/26 Regular Batch 3	
		Service - 03/03/26		
		401-000-000-534-80-41-02	WTR: Testing and Sampling	\$60.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	Total 236470		Water Sample Testing Service	\$60.00
57308	236619	3/30/2026	2026 - April - 04/26 Regular Batch 3	
	Service - 03/10/26			
	401-000-000-534-80-41-02		WTR: Testing and Sampling	\$60.00
			Water Sample Testing Service	
	Total 236619			\$60.00
57308	236756	4/2/2026	2026 - April - 04/26 Regular Batch 3	
	Service - 03/24/26			
	401-000-000-534-80-41-02		WTR: Testing and Sampling	\$30.00
			Water Sample Testing Service	
	Total 236756			\$30.00
57308	236782	4/2/2026	2026 - April - 04/26 Regular Batch 3	
	Service - 03/17/26			
	401-000-000-534-80-41-02		WTR: Testing and Sampling	\$30.00
			Water Sample Testing Service	
	Total 236782			\$30.00
Total 57308				\$180.00
Total Water Management Laboratories, Inc.				\$180.00

Williams Scotsman, Inc.

EFT PYMT WILSCOT 03/20261	3/1/2026	2026 - March - 03/26 EFT Batch		
WillScot 03/2026				
Rent - March 2026				
001-000-135-591-13-70-00		ADMIN: Bld & Property Lease		\$294.59
		Modular Building Rent; ADM		
001-000-137-591-18-70-00		CLK: Bld & Property Lease		\$736.47
		Modular Building Rent; CLK		
001-000-240-591-58-70-00		Code Enf: Bld & Property Lease		\$88.38
		Modular Building Rent; CODE		
001-000-240-591-58-71-00		PERM: Bld & Property Lease		\$1,405.18
		Modular Building Rent; PERM		
001-000-240-591-58-72-00		PLN: Bld & Property Lease		\$942.68
		Modular Building Rent; PLN		

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		001-000-270-591-76-70-00	PRK: Bld & Property Lease Modular Building Rent; PRK	\$227.41
		001-000-280-591-36-70-00	CEM: BLD & Property Lease Modular Building Rent; CEM	\$81.42
		101-000-000-591-95-70-00	STRT: Bld & Property Lease Modular Building Rent; STRT	\$398.67
		401-000-000-591-34-70-00	WTR: Bld & Property Lease Modular Building Rent; WTR	\$443.58
		407-000-000-591-35-70-00	SWR: Bld & Property Lease Modular Building Rent; SWR	\$429.55
		410-000-000-591-31-70-00	STRM: Bld & Property Lease Modular Building Rent; STRM	\$384.63
	Total WillScot 03/2026			\$5,432.56
	Total EFT PYMT WILSCOT 03/20261			\$5,432.56
	Total Williams Scotsman, Inc.			\$5,432.56
	Vendor Count	60	Grand Total	\$377,569.46

BLACK DIAMOND CITY COUNCIL MINUTES
Work Session of April 14, 2026
Hybrid Meeting Via Zoom and In-Person
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE, ROLL CALL:

Mayor Adler called the work session to order at 6:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

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

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

ABSENT: Councilmember Young(excused)

Staff present: Kevin O’Neill, City Administrator; Jake Kapsandy, IT Tech II; Rob Reed, IS Manager (Zoom); and Brenda L. Martinez, City Clerk/HR Manager

WORK SESSION:

1) **Continued Discussion and Review of Council Rules of Procedure**

Mayor Adler welcomed everyone and explained that this discussion is a continuation of the review of Council Rules of Procedure. He noted that the discussion will resume where it left off from the previous meeting, beginning with Section 7.2.10.

The City Council reviewed Sections 7.2.10 through Section 12 with the highlights and key discussion centering around the following:

- Motion and debate procedures, with clarification provided by Attorney Linehan on call the question and motions to lay on the table.
- There was discussion on whether to maintain a supermajority requirement for changing Council Rules, with Councilmember Sorci advocating for a majority rule. Councilmembers preferred the current supermajority rule.
- There was extensive discussion on public comment procedures, with Councilmember Nielsen proposing to reduce public comment periods from two to one per meeting. There was discussion around this and balancing public engagement and meeting efficiency.
- Council reviewed requirements for ordinance readings, with discussion on whether to implement formal first and second readings versus maintaining current practices with a discretionary approach on items that come before Council.
- Keeping a strict rule of three minutes for public comments, so it’s fair for everyone.
- Discussion on quasi-judicial hearings.

Throughout the meeting Councilmembers referenced the need for better public engagement, balancing meeting lengths, the importance of maintaining transparency, and public input on Council actions.

During the meeting at 7:19 p.m. Mayor Adler called a three-minute recess. At 7:22 p.m. Mayor Adler called the meeting back to order.

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Peterson. Motion **passed** with all voting in favor (5-0). The meeting ended at 8:01 p.m.

ATTEST:

John Adler, Mayor

BrendaL. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Special Meeting (Retreat) of April 17, 2026
Hybrid Meeting Via Zoom and In-Person
Black Diamond Community Gym, 25511 Lawson Street, Black Diamond,
Washington

CALL TO ORDER, FLAG SALUTE, ROLL CALL:

Mayor Adler called the regular meeting to order at 1:33 p.m.

ROLL CALL:

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

ABSENT: None

Staff present: Rob Reed, IS Manager; Jake Kapsandy, IT Tech II; Kevin O'Neill, City Administrator; Scott Hanis, Public Works Director; Jamey Kiblinger, Police Chief; Jessica Zielinski, Assistant Planner/Permit Tech; Brenda L. Martinez, City Clerk/HR Manager.

Mayor Adler welcomed everyone and thanked them for attending.

1) City Growth and Development Overview

City Administrator O'Neill along with Assistant Planner/Permit Tech Zielinski presented a PowerPoint presentation to Council that touched on Commercial and Residential Growth in the City. The projects shared were:

- ❖ **Commercial**
 - Oakpointe Coffee
 - Diamond Square Expansion
 - Mine Station 11/Retail South
 - Retail North
 - Diamond Market Gas
 - Morgan Ridge Mixed-Use Development
 - Indoor Recreational Pickleball Facility
 - Sayers/Callison Civil Permit
 - Enumclaw School District Elementary School
 - WSDOT Fish Passage Project
 - Goddard School in Ten Trails
 - The Commons in Ten Trails
 - Quick Quack Car Wash
 - Projects under construction: Chevron, Safeway, Key Bank

❖ Residential Projects

- Rainier View Manufactured Home Park (King County Housing Authority)
- Rock Creek Reserve
- Sawyer Landing
- Diamond Heights
- Evan Morris Foundation (EMF) Preliminary Plat

❖ Oakpointe – Overview of MPD Activity

- Ten Trails and Lawson Hills Obligation Matrix
- Conceptual Site Plan – Ten Trails
- Lawson Hills Concept Phasing Plan
- Conceptual Plan – Black Diamond Combined Projects
- Proposed State Route Improvements

At 3:00 p.m. Mayor Adler called a recess for approximately 5 minutes.

At 3:09 p.m. Mayor Adler called the meeting back to order.

City Administrator O'Neill introduced Brian Murphy and Maddie Immel from BERK Consulting who will be working with Council for the next three hours on strategic planning.

2) Introduction and Strategic Planning Overview

The Consultants shared with Council what today's objective is, their role, the project calendar, why the City wants a Strategic Plan, Population Growth, Plan Altitude, and key concepts to make strategic planning impactful.

3) Visioning – Black Diamond's Vision from the 2024-2044 Comprehensive Plan

The consultants asked Council to provide input regarding the following:

- What do you like about this statement? What ideas, words, or phrases?
- Where do you see tensions and tradeoffs?
- What's our vision for the City of Black Diamond, as an organization?

4) Strengths, Challenges, Opportunities, and Threats (SWOT Assessment)

The Consultant provided each Councilmember with a different color of Post-it notes and asked them to identify strengths, challenges, opportunities, and threats for the following areas:

- Community and Identity
- Built and Natural Environment
- City Services
- City Organization and Capacity

In closing, the consultants reviewed the project timeline and indicated they will incorporate all the feedback to develop an initial draft plan. They will collaborate with the City's management team during a strategic planning workshop on April 27, followed by the next Council work session on June 2.

Mayor Pro-Tem Deady thanked the consultants and everyone for their participation today, including the public and staff.

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Peterson. Motion **passed** with all voting in favor (5-0). The meeting ended at 5:49 p.m.

ATTEST:

John Adler, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Special Meeting of April 21, 2026
Hybrid Meeting Via Zoom and In-Person
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE, ROLL CALL:

Mayor Adler called the regular meeting to order at 6:02 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Nielsen (Zoom), Sorci, Young, Dal Santo. (Councilmember Peterson was not present during roll call and entered the meeting via Zoom at 6:10 p.m.)

Councilmember Deady **moved** to excuse Councilmember Peterson from the meeting; **second** Councilmember Young. Motion **passed** 5-0.

ABSENT: Councilmember Peterson (excused) (Councilmember Peterson was not present during roll call and entered the meeting via Zoom at 6:10 p.m.)

Staff present: Rob Reed, IS Manager (Zoom); Jamey Kiblinger, Police Chief, Scott Hanis, Public Works Director; Kevin O’Neill, City Administrator; Brenda L. Martinez, City Clerk/HR Manager.

STUDY SESSION:

1) Lake Sawyer Water Safety Discussion

Chief Kiblinger shared a presentation with Council that outlined the suggested changes. Questions from Councilmembers were also answered by Jaqueline Banks.

Highlights and Points of Discussion:

- E-Foil Considerations
- Inquiry by Councilmember Sorci regarding kite surfing
- Chief Kiblinger reviewed with Council other updates to the Code
- Inquiry by Councilmember Peterson regarding wakeboarding – Councilmembers would like to have experts explain the environmental issues that come with wakeboarding/surfing. It was suggested to explore this issue more through committee.

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Young . Motion **passed** with all voting in favor (6-0). The meeting ended at 6:29 p.m.

ATTEST:

John Adler, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of April 21, 2026
Hybrid Meeting Via Zoom and In-Person
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

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

ABSENT: None

Staff present: Scott Hanis, Public Works Director; Rob Reed, IS Manager; David Linehan, City Attorney; Jamey Kiblinger, Police Chief; Chase Goddard, Police Sergeant; Kevin O’Neill, City Administrator; Brenda L. Martinez, City Clerk/HR Manager.

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

PUBLIC COMMENTS:

Suzi Dal Santo, Black Diamond spoke to Council.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS: None

COMMITTEE REPORTS: None

DEPARTMENT REPORTS:

Public Works – Public Works Director Hanis reported on the Backflow testing requirement in the City and noted that a vendor is currently out providing testing and is working on behalf of the City.

Police – 2026 1st Quarter Report – Sergeant Goddard

Sergeant Goddard presented to Council a PowerPoint presentation on the 1st Quarter 2026 Report for the Police Department.

CONSENT AGENDA:

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

- 1) **Claim Checks** – April 21, 2026, Check No. 57217 through Check No. 57264 in the amount of \$269,729.33
- 2) **Payroll** – March 2026, Check No. 20602 through Check No. 20609 in the amount of \$672,194.00
- 3) **Minutes** – Special Meeting of March 31, 2026, and Council Meeting of April 7, 2026
- 4) **AB26-040** – Monthly Financial Report for January 2026
- 5) **AB26-041** – Ordinance Amending the 2026 Salary Schedule

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

- 6) **AB26-042** – Resolution Regarding Approving an Interlocal Agreement with the Puget Sound Regional Fire Authority Regarding the Potential Annexation of the City into the Puget Sound Regional Fire Authority and Authorizing the Mayor to Execute the Agreement.

City Administrator O'Neill reported on this item and the following item. He explained what is before Council for adoption tonight. Chief Jones also addressed Council on these two items.

Councilmember Deady **moved** to approve Resolution No. 26-1738 the Interlocal Agreement with the Puget Sound Regional Fire Authority regarding the proposed annexation of the City of Black Diamond and authorize the Mayor to execute the agreement; **second** Councilmember Dal Santo. Motion **passed** with all voting in favor (6-0).

- 7) **AB26-043** – Resolution Approving Puget Sound Regional Fire Authority Plan Amendment and Calling for an Annexation Election

Councilmember Deady **moved** to approve Resolution No. 26-1739, calling for King County Elections to place a proposition on the primary election ballot on August 4, 2026, concerning annexation of the City of Black Diamond into the Puget Sound Regional Fire Authority, and approving of the Authority's proposed plan amendment; **second** Councilmember Dal Santo. Motion **passed** with all voting in favor (6-0).

MAYOR’S REPORT:

Mayor Adler reported making a conditional offer to a new Community Development Director with a scheduled start date of May 4th.

COUNCIL REPORTS:

Councilmember Nielsen – no report.

Councilmember Peterson brought up the conversation on how to get the community engaged in the Fire Annexation vote and the need to get a plan on what we can and can’t do.

Councilmember Sorci – no report.

Councilmember Young – no report.

Councilmember Dal Santo – no report.

Councilmember Deady believes it would be good to have the conversation on what is a minor or major amendment. She congratulated Hunter Thibodeaux on graduating from the police academy tomorrow and noted being able to watch it online. She commented that the Council retreat was good and is looking forward to the follow-up. She shared that May 9th is cemetery clean-up and invited people to come out. She touched on the vote tonight and if folks want to sit back and listen to the presentations by both districts it was at the Council meeting on July 10, 2025.

CITY ADMINISTRATOR REPORT: None

ATTORNEY REPORT: None

PUBLIC COMMENTS: None

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Young. Motion **passed** with all voting in favor (6-0). The meeting ended at 7:33p.m.

ATTEST:

John Adler, Mayor

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION								
SUBJECT: Declaring a 2012 Ford F-250 pickup truck as surplus and selling to Mountain View Fire and Rescue.	Agenda Date: May 5, 2026 AB26-045							
	Mayor John Adler							
	City Administrator - Kevin O'Neill							
	City Attorney - David Linehan							
	City Clerk – Brenda L. Martinez							
	Com Dev –							
	Finance – Xavier Mason							
	MDRT/Ec Dev –							
	Police – Chief Kiblinger							
	Public Works – Scott Hanis	X						
Cost Impact (see also Fiscal Note): \$5,200 revenue for Fire Equipment	Court – Judge Swain/Tawnya Parks							
Fund Source: Mountainview Fire								
Timeline: May/June 2026								
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator								
Attachments: Resolution; CarMax Valuation								
SUMMARY STATEMENT: As needed, the City discontinues use of or has no need for certain property. When this occurs, the City Council can surplus it through resolution, which the City can then sell via sealed bid, online auction, sale at a reasonable price to another agency, or other reasonable and allowable means. The City recently purchased two pickup trucks to replace aging trucks currently being utilized by Mountain View Fire and Rescue (MVFR). MVFR expressed a desire to purchase one of the two trucks being replaced back in February. They have now expressed interest in the other, a 2012 Ford F-250 pickup truck (VIN #1FT7X2B64CEC33118) for fair market value. The truck is also outfitted with equipment specific for Fire use that adds some value. <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">CarMax Value:</td> <td style="text-align: right;">\$5,000</td> </tr> <tr> <td>Fire Equipment:</td> <td style="text-align: right;"><u>\$ 200</u></td> </tr> <tr> <td>Sale Price:</td> <td style="text-align: right;">\$5,200</td> </tr> </table>			CarMax Value:	\$5,000	Fire Equipment:	<u>\$ 200</u>	Sale Price:	\$5,200
CarMax Value:	\$5,000							
Fire Equipment:	<u>\$ 200</u>							
Sale Price:	\$5,200							
FISCAL NOTE (Finance Department): There will be some minor fees for reporting the sale. Revenue from this sale can go back into the fire equipment fund.								
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee recommends bringing to the full City Council for consideration on the consent agenda.								
RECOMMENDED ACTION: MOTION to adopt Resolution No. 26-1740 declaring a 2012 Ford F-250 surplus to the needs of the City and authorizing the sale to Mountain View Fire and Rescue for \$5,200.								

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 5, 2026		

RESOLUTION NO. 26-1740

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
DECLARING A 2012 FORD F-250 SURPLUS TO THE
NEEDS OF THE CITY AND AUTHORIZING THE SALE
THEREOF TO MOUNTAIN VIEW FIRE AND RESCUE**

WHEREAS, the City desires to dispose of personal property surplus to the needs of the City; and

WHEREAS, the City has determined that a 2012 Ford F-250 will not be of further use to the City; and

WHEREAS, the City purchased two Ford F-150 trucks to replace the 2012 Ford F-250 and another truck already sold to Mountain View Fire and Rescue through Resolution 25-1703; and

WHEREAS, Mountain View Fire and Rescue is willing to purchase the Ford F-250 to utilize as a backup vehicle; and

WHEREAS, City Council must deem the property to be surplus and authorize its disposal;

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

Section 1. The 2012 Ford F-250 with VIN Number 1FT7X2B64CEC33118 is hereby declared surplus to the needs of the City of Black Diamond.

Section 2. The City Council authorized the sale of the 2012 Ford F-250 with VIN Number 1FT7X2B64CEC33118 to Mountain View Fire and Rescue in the amount of \$5,200.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF MAY, 2026.

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk



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\$5,000

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FEEDBACK



CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Interlocal Agreement with the University of Washington Police Department for Law Enforcement Services at University of Washington Special Events	Agenda Date: May 5, 2026 AB26-046	
	Mayor John Adler	
	City Administrator Kevin O'Neill	X
	City Attorney David Linehan	X
	City Clerk – Brenda L. Martinez	
	Com Dev –	
	Finance – Xavier Mason	
	MDRT/Ec Dev –	
	Police – Chief Kiblinger	X
	Public Works – Scott Hanis	
Timeline:	Court – Judge Swain/Tawnya Parks	
Cost Impact (see also Fiscal Note): 0		
Fund Source:		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator		
Attachments: Resolution; Agreement		
Summary: This agreement establishes a contract between the City of Black Diamond and the University of Washington Police Department for the provision of supplemental law enforcement services during University of Washington special events, including football games and commencement activities. Under the agreement, the Black Diamond Police Department will provide officers, as available, to assist with public safety operations under the direction of UWPD. The contract term runs through December 31, 2026, with the option for annual renewals. Specific staffing levels, schedules, and costs will be outlined and updated annually through an agreed-upon scope of work. Compensation will be based on actual overtime costs incurred, with UWPD reimbursing the City on a monthly basis. The agreement also includes provisions related to insurance, indemnification, contract administration, and termination. FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 26-1741, authorizing the Mayor to Execute an Interlocal Agreement with the University of Washington		

**Police Department for Law Enforcement Services at University of Washington
Special Events.**

RECORD OF COUNCIL ACTION

Meeting Date	<i>Action</i>	<i>Vote</i>
May 5, 2026		

RESOLUTION NO. 26-1741

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF BLACK DIAMOND, WASHINGTON, AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT WITH THE
UNIVERSITY OF WASHINGTON FOR LAW ENFORCEMENT SERVICES
AT UNIVERSITY OF WASHINGTON SPECIAL EVENTS**

WHEREAS, the City of Black Diamond recognizes the importance of supporting public safety at large regional events; and

WHEREAS, the University of Washington Police Department has requested supplemental law enforcement services and officer presence during University of Washington special events, including football games and commencement activities; and

WHEREAS, the City of Black Diamond, through the Black Diamond Police Department, is qualified and willing to provide such law enforcement services; and

WHEREAS, the agreement establishes terms for the provision of services, including staffing, coordination, and annual scope of work updates; and

WHEREAS, the agreement provides that services will be performed on an as-needed basis, subject to officer availability, with compensation based on actual overtime costs reimbursed by the University of Washington Police Department; and

WHEREAS, the agreement term extends through December 31, 2026, with the option for annual renewal upon mutual agreement of the parties; and

WHEREAS, the agreement includes provisions related to indemnification, insurance requirements, contract administration, and termination;

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

Section 1. The City Council hereby authorizes the Mayor to execute, on behalf of the City, the agreement with the University of Washington Police Department for law enforcement services at University of Washington special events, in a form approved by the City Attorney.

Section 2. The Mayor is further authorized to take all necessary steps to implement the agreement and carry out the terms and conditions therein.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF MAY, 2026.

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk

Agreement between
City of Black Diamond and University of Washington Police Department
for Law Enforcement Services
ATTACHMENT A

WHEREAS, the University of Washington (UW or Contractor), through the University of Washington Police Department (UWPD) has requested Black Diamond Police Department (BDPD) law enforcement services and officer presence in and around the University of Washington (UW), during UW Special Events (Football Games, Commencement etc.).

WHEREAS, the City of Black Diamond (“City” or “Black Diamond”), through the BDPD, desires to provide such law enforcement services and officer presence, and is qualified to do so;

NOW THEREFORE, the City and UW hereby agree:

1. Duration: This Contract is effective upon signature by all parties and shall extend through December 31st, 2026. Thereafter, this Contract may be extended for one-year periods beginning January 1st of each year, by fulfilling the Annual Renewal Requirements below.

2. Contract Documents: The Contract Documents are hereby incorporated into and made part of the Contract. The Contract Documents are:

- A. This Contract;
- B. Exhibit A – Insurance Requirements for Black Diamond Police Extra Duty Agreements
- C. Attachment B – Annual Scope of Work;
- D. Any modifications or renewals executed per proper Contract procedures.

3. Annual Renewal Requirements: UWPD and BDPD will work together to review and update Attachment B by December 31 each year, for the following year’s services. The BDPD Chief or his/her designee is authorized to approve the updated Attachment B.

4. Scope of Services to be Performed by BDPD:

A. UWPD and BDPD agree that the goal of increased law enforcement presence at home UW Special Events is to enhance both the security of the UW venue and the safety of those in attendance. Therefore, as permitted by resource availability, BDPD will perform the specific services and reporting activities as described in Attachment B incorporated herein.

B. The BDPD will make all attempts to provide staff as requested by UWPD in the Attachment B. However, UWPD understands that unusual law enforcement occurrences or demands could arise which prevent BDPD from staffing as needed to fulfill the request. In this circumstance, UWPD and BDPD will work together as soon as possible to find a solution agreeable to both.

C. UWPD and BDPD may update Attachment B as needed to adjust dates, staffing, cost, reporting, scope of work, etc.

5. UWPD Responsibilities:

A. UWPD will list anticipated staffing needs on the Annual Scope of Work (Attachment B), and agrees to send updated/final staffing requests to BDPD for each UW Special Events, as soon as possible.

6. Compensation and Method of Payment: UWPD will pay BDPD for services rendered according to the method set forth in Attachment B.

7. Personnel:

A. The City is acting hereunder as an independent Contractor so that control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the City.

B. All persons rendering service hereunder shall be for all purposes employees of the City.

8. Indemnification:

A. Contractor shall defend, indemnify, and hold Black Diamond, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including all legal costs and attorney fees, arising out of or in connection with Black Diamond's performance of this Agreement, except for that portion of the injuries and damages caused by the sole negligence of Black Diamond or its officers or employees. In executing this Contract, the City does not assume liability or responsibility for or in any way release UWPD from any liability or responsibility which arises in whole or in part from the existence or effect of UWPD policies, procedures, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such UWPD policy, procedure, rule or regulation is principally at issue, UWPD shall defend the same at its sole expense and if judgment is entered or damages are awarded against UWPD, the City or both, UWPD shall satisfy the same, including all chargeable costs and attorney's fees.

B. Contractor understands that, pursuant to the legal doctrine in Washington called the "public duty doctrine," Black Diamond, its Police Department, and its officers and employees of the Black Diamond Police Department, owe a general duty to the public and not a specific duty of protection or care to the Contractor. Contractor understands that by entering into this Agreement, the Police Department's and the police officer's duties remain to the public in general, and neither Black Diamond, its Police Department, nor any of its officers or employees have a specific duty of protection or care to the Contractor, its employees, subcontractors, and agents, or any of its guests, or other people on the premises of the Contractor. Moreover,

neither Black Diamond, its Police Department, or any officer or employee of the Black Diamond guarantees, in any way, the safety of any person or property as a result of the work performed herein. In the event of injury to any person or property, Contractor shall not assert that Black Diamond, its Police Department, or its police officer owed any special duty to protect persons or property or provide care for such persons or property or had any special relationship with the owner or any other person to protect persons or property. This Agreement shall in no way create a duty for Black Diamond, its Police Department, or any of its officers or employees where none existed. In the event Black Diamond is sued, and a court determines that the public duty doctrine does not apply, or an exception to the public duty doctrine exists with relation to an injury to the person or property of any employee, subcontractor, guest, or other person on the premises of Contractor, Contractor shall specifically indemnify, hold harmless, and defend Black Diamond, its Police Department, and each and every officer and employee thereof to the full extent permitted by law.

C. Each of the Parties agrees that its obligations under Section 8 extend to any claim, demand, cause of action and judgment brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that any of the Parties incurs any judgment, award, and/or cost arising therefrom, including attorney fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's negligence.

D. The indemnification, protection, defense and hold harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

9. Modifications: Contract modifications, except for changes to Attachment B as described herein, may be made only with the approval of all parties.

10. Termination: Either party may terminate this agreement upon 30 days prior written notification to the other party.

11. Entire Agreement: The parties agree that the Contract Documents are the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded.

12. Contract Administration: The parties shall each appoint representatives to review Contract performance and resolve problems which cannot be dealt with by UWPD and the law enforcement officers providing services. Designated representatives will be listed in Attachment B.

13. No Third Party Beneficiaries: There are no third party beneficiaries to this Contract, and this

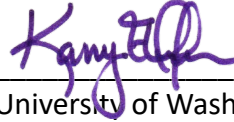
Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

IN WITNESS WHEREOF, the parties have executed this Contract.

City of Black Diamond

University of Washington

Kassy Ellefson, Sr. Contract Manager,
UW Procurement Services
Signed on behalf of UWPD



Mayor John Adler

University of Washington

4/17/26

Date

Date

Insurance Requirements
Agreement between the City of Black Diamond & UW Police Department for Law Enforcement Services

BLACK DIAMOND POLICE EXTRA DUTY AGREEMENTS
(Involving sale/distribution of Alcoholic Beverages)

Insurance

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

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed under this contract using ISO additional insured endorsement CG 20 10 1185 or a substitute endorsement providing equivalent coverage.

Liquor Legal Liability insurance shall be included. The coverage shall be written on an occurrence basis. The City shall be named as an Additional Insured under the Liquor Legal Liability coverage.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

Commercial General Liability Insurance shall be written with limits no less than

\$1,000,000 each occurrence, and a
\$2,000,000 general aggregate limit.

Liquor Legal Liability insurance shall be written with limits no less than

\$1,000,000 per occurrence, and a
\$2,000,000 aggregate limit.

C. Other Insurance Provisions

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

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City of Black Diamond shall be named as an additional insured on all policies (except Professional Liability) as respects work performed by or on behalf of the contractor and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance.
4. The City reserves the right to receive a certified copy of all required insurance policies. The Contractor's Commercial General Liability insurance shall also contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

**Attachment B: Annual Scope of Work
Agreement between the City of Black Diamond & UW Police Department for Law Enforcement
Services**

In consideration of the promises previously set forth in the above contract between the City of Black Diamond ("City") and the University of Washington Police Department ("UWPD"), the UWPD and Black Diamond Police Department ("BDPD") agree:

1. General Terms:

Contract Period:	Upon signature to December 31, 2026
Service type (full- or part-time):	Overtime law enforcement bicycle officer services
Compensation rate:	Each officer's actual overtime rate
Date of Exhibit update:	August 15, 2026

2. Service dates and staffing:

Dates	Time	Staffing need estimate
September 2, 2026	The specific times and number of hours requested for each	Provided by BDPD:
Event is still to be TOTAL= up to 5 commissioned bicycle determined.		
However, UWPD officers (exact numbers depending on is estimating roughly five (5) to various factors, decided no later than 7- eight (8) hours of work per 10 days prior to each game) bicycle officer per game and or event.		
September 5, 2026		
September 12, 2026		
September 19 th , 2026		
September 26 th , 2026		
October 10 th , 2026		

November 7th, 2026

November 21st, 2026

Other special events

where UWPD needs

outside agency

assistance

The number of hours and number of commissioned officers requested is subject to revision after the evaluation of each game and of threat assessments. Changes to the above staffing will be mutually agreed to by UWPD and BDPD prior to any modification being made.

3. Specific Services To Be Provided: The above commissioned officers will:

A. Assist UWPD with crowd control.

B. BDPD officers will work under the direction of a UWPD supervisor.

4. Cost & Payment

A. RATE- Worked performed under this contract will be billed at each bicycle officer's actual overtime rate. Actual overtime rates vary for each bicycle officer, and depend on each officer's rank, tenure, education, etc.

B. BILLING- BDPD will bill the UWPD monthly for hours worked, according to the below general schedule:

Month overtime worked Month bill sent to UWPD

September November

October December

November January

December February

C. PAYMENT- Payment is due to BDPD 30 days after receipt of invoice.

5. Reporting: A BDPD supervisor will notify UWPD as soon as reasonably possible in the event he/she becomes aware of a significant criminal occurrence that relates to services provided under this contract.

6. Designated Representatives:

Kevin O'Neill
City Administrator
24301 Roberts DR. Black Diamond, WA 98022
(425) 806-6141

University of Washington Police Department
Craig Wilson, Chief of Police
3939 15th Ave NE
Seattle, WA 98105
Phone: (206) 685-7813
craigw@uw.edu

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Public Hearing - Ordinance Amending Chapter 8.24 BDMC – Boating and Water Safety Regulations	Agenda Date: May 5, 2026 AB26-047	
	Mayor John Adler	
	City Administrator Kevin O’Neill	X
	City Attorney David Linehan	X
	City Clerk – Brenda L. Martinez	
	Com Dev –	
	Finance – Xavier Mason	
	MDRT/Ec Dev	
	Police – Chief Kiblinger	X
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note): 0	Court – Tawyna Parks	
Fund Source: General Fund		
Timeline:		
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator		
Attachments: Ordinance		
SUMMARY STATEMENT:		
<p>This ordinance updates Chapter 8.24 of the Black Diamond Municipal Code to improve boating and water safety regulations. The amendments are based on a staff review, identifying gaps in the City’s existing code.</p> <p>Key changes include:</p> <ul style="list-style-type: none"> • Expanding and clarifying definitions related to watercraft. • Establishing new regulations for electric hydrofoil (e-foil) boards. • Adding provisions governing the operation of seaplanes and how watercraft must interact with aircraft. • Strengthening safety requirements, including updates to personal flotation device and equipment standards. • Introducing rules addressing inattentive operation of watercraft to enhance public safety. • Revising provisions related to traffic control, vessel speed, and emergency authority on City waters. <p>The ordinance also includes a standard severability clause and establishes an effective date five days after publication.</p>		
FISCAL NOTE (Finance Department): N/A		

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: Public hearing only.		
RECORD OF COUNCIL ACTION		
Meeting Date	<i>Action</i>	<i>Vote</i>
May 5, 2026		

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING CHAPTER 8.24 OF THE BLACK DIAMOND MUNICIPAL CODE CONCERNING WATER SAFETY TO UPDATE VARIOUS REGULATIONS, ADD REGULATIONS REGARDING USE OF PERSONAL WATERCRAFT AND ELECTRIC HYDROFOIL BOARDS, TO PROHIBIT THE INATTENTIVE OPERATION OF VESSELS AND WATERCRAFT, AND TO ADDRESS SEAPLANES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City has adopted boating and water safety regulations in Chapter 8.24 of the Black Diamond Municipal Code (BDMC); and

WHEREAS, City staff has undertaken a review of Chapter 8.24 BDMC and recreational water use regulations in other jurisdictions and identified several areas for improvement in the BDMC; and

WHEREAS, Chapter 8.24 BDMC does not currently include sufficient regulation of personal watercraft use; and

WHEREAS, Chapter 8.24 BDMC does not currently address use of electric hydrofoil boards; and

WHEREAS, inattentive operation of watercraft, vessel or personal watercraft poses a danger to the public which the City desires to minimize; and

WHEREAS, Chapter 8.24 BDMC does not currently address the operation of seaplanes or how vessel or watercraft operators should interact with them;

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

Section 1. BDMC 8.24.050 Amended. Section 8.24.050 BDMC, "Definition," is hereby amended as shown in Exhibit A hereto.

Section 2. BDMC 8.24.185 Added. A new Section 8.24.185 BDMC, "E-foil regulations," is hereby added as shown in Exhibit A hereto.

Section 3. BDMC 8.24.190 Amended. Section 8.24.190 BDMC, "Lake Sawyer restrictions," is hereby amended as shown in Exhibit A hereto.

Section 4. BDMC 8.24.195 Added. A new Section 8.24.195 BDMC, "Aircraft," is hereby added as shown in Exhibit A hereto.

Section 5. BDMC 8.24.210 Amended. Section 8.24.210 BDMC, “Personal flotation devices, equipment, and navigation lights,” is hereby amended as shown in Exhibit A hereto.

Section 6. BDMC 8.24.215 Added. A new Section 8.24.215 BDMC, “Inattention,” is hereby added as shown in Exhibit A hereto.

Section 7. BDMC 8.24.280 Amended. Section 8.24.280 BDMC, “Directing traffic, restricting vessel speed, suspending activities, emergency powers,” is hereby amended as shown in Exhibit A hereto.

Section 8. Severability. Each and every provision of this Ordinance is severable. If any provision of this Ordinance is found to be unconstitutional or otherwise unenforceable or contrary to law by a court of competent jurisdiction, that finding shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

Section 9. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

PASSED BY A MAJORITY OF THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE XX DAY OF XXXXXX 2026.

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

David Linehan, City Attorney

Published: _____

Posted: _____

Effective Date: _____

Chapter 8.24 WATER SAFETY¹

8.24.010 Authorization; application of regulations.

The city, in the exercise of its police power, assumes control and jurisdiction over all lakes, rivers, and all other waters within its corporate limits, within unincorporated areas inside its geographical boundaries, and over adjacent waters as provided in RCW 35.21.160 and RCW 35A.11.160.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.020 Application of regulations.

The provisions of this chapter shall be applicable to all recreational vessels and related uses in and upon all lakes within the geographical boundaries of the city and all other waters within the city's jurisdiction as set forth in BDMC 8.24.010, including any future amendments thereto. The provisions of this chapter shall be construed to supplement United States laws and state laws and regulations when not expressly inconsistent therewith.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.030 Revised Code of Washington provisions adopted by reference.

- A. The following provisions of Chapter 88.02 RCW entitled "Vessel Registration," including any future amendments, additions thereto and repeals thereof, are hereby adopted by reference and incorporated herein:

RCW

88.02.550 Registration and display of registration number and decal required—Exemptions.

88.02.570 Exemptions.

88.02.340 Inspection of registration certificates, out of state vessels.

88.02.380 Penalties—Disposition of moneys collected—Enforcement authority.

- B. The following provisions of Chapter 79A.60 RCW entitled "Regulation of Recreational Vessels," including any future amendments, additions thereto and repeals thereof, are hereby adopted by reference and incorporated herein:

RCW

79A.60.010 Definitions.

79A.60.020 Violations of chapter punishable as misdemeanor—Circumstances—Violations designated as civil infractions.

¹Ord. No. 1192, § 1(Exh. A), adopted July 20, 2023, Chapter , §§ 8.24.100—8.24.120, 8.24.200—8.24.220, 8.24.300, 8.24.310, 8.24.400—8.24.440 and 8.24.500—8.24.540 and enacted a new Chapter 8.24 as set out herein. The former Chapter 8.24 pertained to similar subject matter and derived from Ord. No. 1054, adopted July 2, 2015; Ord. No. 1148, adopted September 3, 2020 and Ord. No. 1156, adopted March 4, 2021.

-
- 79A.60.030 Operation of vessel in a negligent manner—Penalty.
 - 79A.60.040 Operation of vessel in a reckless manner—Operation of a vessel under the influence of intoxicating liquor, cannabis, or any drug—Consent to breath or blood test—Penalty.
 - 79A.60.045 Vessel impoundment—Procedure—Forfeiture.
 - 79A.60.080 Failure to stop for law enforcement officer.
 - 79A.60.100 Enforcement—Chapter to supplement federal law.
 - 79A.60.110 Equipment standards—Rules—Penalty.
 - 79A.60.120 Tampering with vessel lights or signals—Exhibiting false lights or signals—Penalty.
 - 79A.60.130 Muffler or underwater exhaust system required—Exemptions—Enforcement—Penalty.
 - 79A.60.140 Personal flotation devices—Inspection and approval—Rules.
 - 79A.60.150 Failure of vessel to contain safety equipment—Owner/operator may be cited for applicable infraction or crime.
 - 79A.60.160 Personal flotation devices required—Penalty.
 - 79A.60.170 Water skiing safety—Requirements.
 - 79A.60.180 Loading or powering vessel beyond safe operating ability—Penalties.
 - 79A.60.190 Operation of personal watercraft—Prohibited activities—Penalties.
 - 79A.60.200 Duty of operator involved in collision, accident, or other casualty—Immunity from liability of persons rendering assistance—Penalties.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.040 Washington Administrative Code provisions adopted by reference.

The provisions of Chapter 352-60 WAC, Recreational Vessel Equipment and Operation, as currently enacted or later amended, are hereby adopted by reference and incorporated herein.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.050 Definitions.

For the purpose of this chapter, in addition to the definitions set forth in RCW 79A.60.010 adopted in BDMC 8.24.030, the following terms shall have the meaning ascribed in this section:

"Authorized emergency vessel" means any authorized vessel of the city's police or fire departments, the United States government, and State of Washington authorized patrol boats or vessels.

"Boat basin" means the submerged waters surrounding the boat launch ramp and boarding float through which boats travel for the purpose of entering and exiting lake waters.

"City" means the City of Black Diamond.

"Congested conditions" means any period when vessel density, swimmer presence, or weather conditions create an unsafe environment as determined by the Black Diamond Police Department marine patrol unit

"E-Foil" means motorized electric hydrofoil board capable of lifting above the water surface.

"Obstruction" means any matter which may in any way blockade, interfere with, or endanger any vessel or impede navigation including but not limited to rafts, log booms, trees, lumber, and other similar material or objects.

"Oil" means any oil or liquid, whether of animal, vegetable, or mineral origin, or a mixture, compound, or distillation thereof.

"Pier" means any pier, wharf, dock, float, gridiron, or other structure to promote the convenient loading or unloading or other discharge of a vessel, or the moorage of a vessel.

"Police" or "police department" means the police department of the City of Black Diamond.

"Restricted area" means an area that has been marked in accordance with and as authorized by the law or regulations of the city, to be used for certain designated purposes such as swimming and aquatic events or otherwise closed to use by vessels, the method of marking and designation of which shall have been made by the city in accordance with the provisions of this chapter.

"Seaplane" means an aircraft that is capable of landing and taking off on the water.

"Skin diving" means any free-swimming person and/or any person who uses an artificial or mechanical means to replace his or her air, including self-contained underwater breathing apparatus (SCUBA diving), snorkel tube equipment, and free diving gear.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.060 Motor-powered vessels prohibited—Exception.

Except on lakes otherwise specifically provided for in this chapter, no motor-powered vessels shall be operated on any lake within the city.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.070 Required distance from motor-powered vessels to swimmers and other vessels.

Except as provided in BDMC 8.24.190, it is unlawful for any motor-powered vessel to be operated while the propeller is engaged within fifty feet of any swimmer or any row boat, canoe, or other vessels.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.080 Dumping trash in lakes prohibited.

The dumping, depositing, placing, or leaving of any garbage, ashes, debris, brush, or other material into any lake, is prohibited.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.090 Floating objects adrift.

All vessels, or any other articles of value found adrift in any lake in the city, may be taken into possession and removed by the police or other authorized city official or agent and shall be subject to reclamation by the owner thereof, on payment by him or her to the city of any expenses incurred by the city and in case of failure to reclaim may be sold or disposed of according to law.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.100 Sunken vessels.

When any vessel or obstruction has been sunk or grounded, or has been delayed in such manner as to stop or seriously interfere with or endanger navigation, the police may order the same immediately removed and if the owner, or other person in charge thereof, after being so ordered, does not proceed immediately with such removal, the police or other authorized city official or agent may take immediate possession thereof and remove the same, using such methods as in his or her judgment will prevent unnecessary damage to such watercraft or obstruction, and the expense incurred by the city in such removal shall be paid by the owner or other person in charge of such vessel or obstruction; and in case of failure to pay the same, the city may maintain an action for the recovery thereof.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.110 Intoxication.

- A. It is unlawful for the owner of any vessel or any person having charge or control of such to authorize or knowingly permit the same to be operated by any person who is under the influence of intoxicating liquor, cannabis, or any drug as determined by the criteria in RCW 79A.60.040.
- B. Whenever it appears reasonably certain to any police officer that any person under the influence of, or affected by the use of, intoxicating liquor or of any drug is about to operate a vessel in violation of subsection A above, said officer may take reasonable measures to prevent any such person from so doing.
- C. A violation of this section shall constitute a gross misdemeanor.
- D. Whenever the operator of a vessel is arrested for a violation of Section 8.24.110(A), BDMC, the arresting officer, or another officer acting at the arresting officer's direction, has authority to impound the vessel as provided in RCW 79A.60.045.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.120 Incapacity of operator.

It is unlawful for the owner of any vessel or any person having charge or control of such to authorize or knowingly permit the same to be operated by any person who by reason of physical or mental disability is incapable of operating such vessel under the prevailing circumstances.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.130 Reckless operation of a vessel prohibited.

It is unlawful for any person to operate a vessel in a reckless manner. This includes, but is not limited to, operating a vessel in a manner so as to create tight circles or "donuts" in the water. A violation of this section shall constitute a misdemeanor.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.140 Vessel operation within or bordering park property.

No person shall have, keep, or operate any boat, float, raft, or vessel in or upon any lake, within the limits of any park property, or launch the same at any point upon the shores thereof bordering upon any park property, except at places set apart for such purposes by the public works department and so designated by signs.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.150 Restricted areas.

In the interests of safe navigation, life safety, and the protection of property, the city may designate restricted areas and the purpose for which same shall be used on any lake authorized for vessel use. No person shall operate a watercraft within a restricted area; provided, that this section shall not apply to vessels engaged in or accompanying the activity to which the area is restricted, nor to patrol or rescue craft or in the case of an emergency.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.160 Swimming, flotation devices, and buoys.

- A. Swimming in city lakes shall be confined to:
 - 1. Restricted swimming areas;
 - 2. Within a distance of fifty feet from the shore, or a pier, or an occupied vessel accompanying the swimmer in the water; or
 - 3. Those areas as may be identified by the city as the course for competitive swimming training or events; or
 - 4. Those waters of the lake that are a distance of one hundred feet away from the boat basin, the boat launch, the boarding float, and the temporary moorage associated with the boat launch.
- B. Use of inflatable flotation or similar devices, not propelled by instruments such as oars and paddles, including, but not limited to, tubes, boards, and inflatable rafts, are only allowed during non-speeding hours within a distance of fifty feet from shore in non-designated swimming areas.
- C. No person shall cause to be tied to any marker buoy, any watercraft, boat, or similar craft or flotation device such as a tube, board, or inflatable raft. It is unlawful to move, remove, tamper with, destroy or attempt to destroy a marker buoy.
- D. No person shall give or transmit a false signal or false alarm of drowning in any manner.
- E. Floats, rafts and docks not attached to the shore shall be maintained in a safe and reasonable manner by the owner(s) of such facilities. Such facilities shall be located between the buoy line and the shoreline. In general, buoys shall be placed approximately two hundred feet from the shoreline around the lake. Buoys are to be provided and maintained only by the city unless otherwise officially delegated to a community organization.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.170 Skin diving.

Skin diving shall be prohibited in the waters of the city within three hundred feet of any public boat ramp, patrolled public beach designated as a swimming area, except pursuant to permit therefor issued by the city and

except for commercial diving, or in any other area unless the diver shall be accompanied by a vessel or the area in which he/she is diving shall be marked by an adequately displayed diver's flag.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.180 Water skiing.

Water skiing is prohibited on all lakes within the city except for Lake Sawyer which shall be regulated as set forth in BDMC 8.24.190.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.185 E-Foil regulations.

A. Operating Rules.

1. Operation of e-foils is prohibited on all lakes within the city except for Lake Sawyer.
2. E-foils shall yield right-of-way to all non-motorized watercraft, swimmers, and anglers at all times.
2. E-foil operation is prohibited in the following areas:
 - a. Within 200 feet of designated swimming areas;
 - b. Within 100 feet of shorelines, docks, boat ramps, or anchored vessels; provided, however, that e-foils may be operated at a speed not to exceed 5 miles per hour within such areas solely for the purpose of direct ingress to, or egress from, the main body of the lake; and
 - c. In-posted no-wake or restricted zones.
 - d. During the hours before sunrise or after sunset, regardless of season or lake conditions.
3. Speed.
 - a. Speeding hours are designated as Monday through Friday from two p.m. to seven p.m. and Saturdays, Sundays, and holidays from eleven a.m. to three p.m.
 - b. During speeding-hours, e-foils shall maintain a minimum 100-foot lateral distance from all other vessels and swimmers and avoid high-traffic corridors when practicable.
 - c. During non-speeding hours, e-foils must operate below 36mph and counter-clockwise.

B. Congestion and Safety Restrictions.

1. During congested conditions, authorized enforcement officials may:
 - a. Temporarily restrict e-foil operation;
 - b. Limit e-foil use to specific areas of the lake, or
 - c. Require operators to return to shore.:
2. Determinations of congestion shall be made by City officials based on:
 - a. Volume of boat traffic;
 - b. Presence of swimmers or paddlecraft;
 - c. Special events; or
 - d. Weather or visibility conditions.

C. Operator Requirements.

1. E-foil operators must be a minimum of fourteen years of age or older. Violation of this subsection shall constitute a misdemeanor
2. Operators must wear a U.S. Coast Guard–approved personal flotation device (PFD).
3. Operators must carry valid identification verifying their age.

D. E-Foil Equipment and Registration.

1. E-foils must be equipped with:
 - a. An emergency shut-off or kill switch; and
 - b. A sound-producing device such as a whistle or horn.:

2. E-foils must be registered with the Washington State Department of Licensing, unless exempt under WAC 308-93-030. Registration decals must be visibly displayed at all times.

E. A parent or guardian may not authorize, knowingly permit, or by insufficient control allow a minor in their care to operate an E-foil in violation of this section. Violation of this subsection shall constitute a misdemeanor and a parent or guardian who authorizes, knowingly permits, or by insufficient control allows a minor in their care to operate an e-foil in violation of this section shall be jointly and severally liable with the minor for the penalties for the violation set forth in BDMC 8.24.290.

8.24.190 Lake Sawyer restrictions.

A. Generally.

A complete copy of this section shall remain on file with the City Clerk for in-person inspection and shall be available on the City's website. The city shall post a notice of these rules and information on how to access the full text at all public and commercial access areas to Lake Sawyer.

1. It is unlawful to use or operate any vessel powered by motor power on Lake Sawyer, except that vessels with the following engines will be permitted:
 - a. Water-cooled outboard engines of stock manufacture or stock manufactured inboard engines with outboard drive units (inboard/outboards) which vent all exhaust gases through the lower drive unit in conjunction with cooling water and/or vent at a point on the drive unit which is under water at all times; or water-cooled direct drive inboard engines equipped with a muffler or silencer of sufficient size and capacity to effectively muffle and reduce noise similar to that of outboards and inboard/outboards. This includes both propeller and jet propulsion watercraft.
 - b. Air-cooled outboard or inboard engines of stock manufacture rated by the manufacturer at ten horsepower or less.
2. Speed.
 - a. The speed limit on Lake Sawyer is five miles per hour except during "speeding hours" at which time the maximum speed is thirty-six miles per hour. Speeding hours are designated as Monday through Friday from two p.m. to seven p.m. and Saturdays, Sundays, and holidays from eleven a.m. to three p.m.
 - b. Vessels operating at speeds in excess of five miles per hour shall not operate within one hundred feet from other vessels and swimmers, and shall proceed around the lake in a counterclockwise direction.
 - c. Vessels must operate at no-wake speed between buoys and the shoreline at all times.

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3. Vessels shall not be used for residential purposes, or living on the vessel, while anchored or moored on the lake, even for short-term or temporary periods regardless of whether the vessel is a primary or secondary residence.
 4. Kayaks, canoes, stand-up paddleboards, and other paddlecraft are required to stay between the shoreline and the buoys during the speeding hours established in subsection (A)(2) of this section.
 3. All vessels shall carry United States Coast Guard approved UL listed personal flotation devices in good condition for each person in the vessel.
 4. Motor-powered vessels operating after sundown shall be equipped with and have lit proper running lights.
 5. The anchorage or moorage of unoccupied vessels is prohibited except when tied to a pier or dock with the permission of the owner of the pier or dock. However, an unoccupied vessel may only be anchored or moored to a city pier or dock while the vessel's trailer is being parked or retrieved.
 6. No remote controlled vessels powered by internal combustion engines shall operate before nine a.m. or after six p.m. Additionally, such remote controlled vessels may only be operated in those areas as may be designated by the public works director, and shall not be operated within one hundred feet of any fishing pier, designated swimming area, or boat launch ramp and dock.
- B. Water skiing. The following regulations apply to all water-skiing activities as defined in RCW 79A.60.010 including, but not limited to, being towed behind a vessel on skis, an aquaplane, kneeboard, tube, or similar device:
1. No vessel which has in tow a person shall be operated or propelled in the waters of the city unless such vessel is occupied by at least two competent persons. (Competent shall be defined as a person responsible and capable of alerting the driver of the boat of any activities that require the attention of the driver.) The primary responsibility of the driver is to operate the vessel and the other person will act as an observer of the person in tow. It is the observer's responsibility to immediately inform the driver when a person under tow falls or is otherwise disengaged from the tow boat and to immediately raise a signal flag that is at least twelve inches square of bright orange or red material and mounted on a twenty-four inch or longer rod. Violation of this subsection shall constitute a misdemeanor.
 2. No operator shall have in tow a person before sunrise or after sunset. Violation of this subsection shall constitute a civil infraction.
 3. All persons in vessels towing persons on water skis, tubes, surfboards, or similar contrivance shall remain seated at all times.
 4. All persons being towed by vessel shall wear personal flotation devices that are approved by the United States Coast Guard. Violation of this subsection shall constitute a civil infraction.
 5. All operators of vessels having in tow or otherwise assisting a person on water skis, tubes, surfboards, or similar contrivance shall comply with BDMC 8.24.070.
 6. Regulations stated in this subsection shall not apply to vessels used in water ski tournaments, competitions, expositions, or trials therefore, which have been duly authorized by the city.
- C. Personal Watercrafts.
1. A person shall not operate a personal watercraft unless each person aboard the personal watercraft is wearing a United States Coast Guard or UL approved personal flotation device.
 2. A person operating a personal watercraft equipped by the manufacturer with a lanyard-type engine cutoff switch shall attach the lanyard to their person, clothing, or personal flotation device as

appropriate for the specific vessel. It is unlawful for any person to remove or disable a cutoff switch that was installed by the manufacturer.

3. A person shall not operate a personal watercraft during the hours before sunrise or after sunset, regardless of season or lake conditions.
 4. A person under the age of fourteen shall not operate a personal watercraft on the waters of the city.
 5. A parent or guardian may not authorize, knowingly permit, or by insufficient control allow a minor in their care operate a personal watercraft in violation of this section. A parent or guardian who authorizes, knowingly permits, or by insufficient control allows a minor in their care under the age of 14 to operate a personal watercraft in violation of this subsection shall be jointly and severally liable with the minor for the penalties set forth in BDMC 8.24.290.
 6. A person shall not operate a personal watercraft in a reckless manner, including recklessly weaving through congested vessel traffic, recklessly jumping the wake of another vessel unreasonably or unnecessarily close to the vessel or when visibility around the vessel is obstructed, or recklessly swerving at the last possible moment to avoid collision.
 7. Violations of subsections (2) through (6) of this section constitute a misdemeanor. Violation of subsections (1) of this section shall constitute a civil infraction.
- D. E-Foil operation. E-foil operation shall comply with BDMC 8.24.185.
- E. Parking. A vehicle may park at the Lake Sawyer Boat Launch Park only in accordance with Chapter 10.04, BDMC.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.195 Aircraft.

- A. All vessels or watercraft shall keep clear of seaplanes landing within any area now or hereafter set aside for such purpose.
- B. All seaplanes must comply with all applicable laws that govern the operation of seaplanes.

8.24.200 Public disturbance noises.

- A. Every motor-powered vessel shall at all times be equipped with a functioning underwater exhaust or a properly installed and adequately maintained muffler or other similar device to reduce the sound of engine exhaust. A person shall not remove, alter, or otherwise modify in any way an exhaust or muffler system in a manner that will prevent it from being operated in accordance with this chapter; nor shall a person use a muffler or pipes with pinched outlets, holes or rusted-through areas, or similar condition or defect where the result of the condition or defect does or could increase the level of noise of the motor-powered vessel over the level that would reasonably result if the motor-powered vessel were equipped with standard and/or properly maintained equipment.
- B. It is unlawful for any person operating a watercraft upon any lakes, rivers and all other waters within the corporate boundaries of the city knowingly to cause or make, or knowingly to allow or permit to originate from the watercraft, a public disturbance noise in violation of BDMC 8.12.040, including the following:
 1. The frequent, repetitive or continuous sounding of any horn or siren, except as a warning of danger or as specifically permitted or required by law;

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2. The creation of frequent, repetitive or continuous sounds in connection with the starting, operation, repair, rebuilding or testing of any watercraft, so as to unreasonably disturb or interfere with the peace, comfort and repose of others, including owners or possessors of real property;
 3. Yelling, shouting, hooting, whistling or singing, particularly between sunset and sunrise or at any time and place so as to unreasonably disturb or interfere with the peace, comfort and repose of others, including owners or possessors of real property;
 4. Sound from any audio sound system, such as tape players, radios and compact disc players, operated at volumes so as to be audible greater than fifty feet from the watercraft itself or which unreasonably interferes with the peace, comfort and repose of others, including owners or possessors of real property.
- C. The following types of sounds shall be exempt from this section:
1. Sounds created by safety and protective devices where noise suppression could defeat the intent of the device;
 2. Sounds created by a warning device not operating continuously for more than five minutes;
 3. Sounds created by emergency equipment for emergency work necessary in the interest of public safety for the health, safety, and welfare of the community;
 4. Sounds created by the normal docking, undocking, and water-skier pick-up and drop-off operations.
- D. A violation of this section constitutes a civil infraction. Each day, location, violator and incident shall constitute a separate infraction under this section.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.210 Personal flotation devices, equipment, and navigation lights.

All vessels operating on navigable waters in the city shall be equipped as required pursuant to the following provisions:

WAC

352-60-030 Personal flotation devices required.

352-60-050 Ventilation.

352-60-060 Navigation lights and shapes.

352-60-080 Fire extinguisher required.

352-60-090 Backfire flame control.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.215 Inattention.

- A. It is unlawful for any operator of a watercraft, vessel, e-foil, or personal watercraft to operate such craft in an inattentive manner.
- B. For the purpose of this section “inattentive manner” means operation that is not reasonable and prudent under the conditions or that indicates a failure to maintain proper situational awareness and active monitoring of passengers and of the water for potential hazards, including but not limited other lake users or vessels.

(Supp. No. 38)

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8.24.220 Oil.

No owner, operator, or other person in charge of any vessel, and no person along or upon the shore of the waters of the city, shall spill, throw, pump, or otherwise cause oil of any description to be or float upon the waters of the city. Any person causing oil to be upon the waters of the city as aforesaid shall remove the same and upon his or her failure to do so, the same may be removed by the city or other appropriate agency and the expense thereof shall be paid by and recoverable from the person causing said oil to be upon the water. The payment of such sum or the maintenance of an action therefore shall not be deemed to exempt such person from prosecution for causing such oil spillage. Any willful violation of this section shall constitute a misdemeanor.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.230 Nuisances.

Sunken vessels, refuse of all kinds, structures, or pieces of any structure, timber, logs, piles, boom sticks, lumber, boxes, empty containers, and oil of any kind floating uncontrolled on the water, and all other substances or articles of a similar nature, are hereby declared to be public nuisances and it is unlawful for any person to throw or place in, or cause or permit to be thrown or placed, any of the above named articles or substances in any lake in the city, or upon the shores thereof or in such position that same may or can be washed into said lakes of the city, either by storms, floods, or otherwise. Any person causing or permitting said nuisances to be placed as aforesaid shall remove the same and upon his or her failure to do so, the same may be removed by the city or other appropriate agency and the expense thereof shall be paid by and recoverable from the person creating said nuisance. In all cases such nuisances may be abated in the manner provided by law. The abatement of any such public nuisances shall not excuse the person responsible therefore from prosecution hereunder. A violation of this section shall constitute a misdemeanor.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.240 Abandoned and derelict vessels.

Abandoned or derelict vessels found on or above aquatic lands within the city shall be subject to disposition by the city under Chapter 79.100 RCW.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.250 Public health.

All vessels entering or in any lake in the city shall comply with the applicable public health laws and regulations of the United States, the state of Washington and its political subdivisions.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.260 Liability for damages.

Nothing in this chapter shall be construed so as to release any person owning or controlling any vessel, pier, obstruction, or other structure, from any liability for damages, and the safeguards to life and property required in this chapter shall not be construed as relieving any person from installing and maintaining all other safeguards that may be required by law.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.270 Authorized emergency and patrol vessels.

The provisions of this chapter shall be applicable to the operation of any and all vessels on any lake in the city except that they shall not apply to any emergency and patrol watercraft performing the authorized duties for which such emergency and patrol vessels were established.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.280 Directing traffic, restricting vessel speed, suspending activities, emergency powers.

- A. Police may, in response to vessel traffic volume, direct any vessel not remaining within the established flow of traffic to relocate its activity to the area between the shoreline and the designated buoys.
- B. The public works director, or his or her designee, may restrict vessel speed or suspend any or all vessel activities on Lake Sawyer due to conditions on the lake such as flooding, high water, or other events, conditions, or occurrences when, in the reasonable discretion of the public works director or his or her designee, such action is deemed necessary to protect persons or property from injury or damage.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.285 Dock rules.

The following rules apply to all users of the city's Lake Sawyer boat launch:

- A. Lifejackets are required for children twelve years and under.
- B. Swimming or diving from the dock is prohibited.
- C. Overnight moorage on the dock is prohibited.
- D. Fueling at the boat launch is prohibited.
- E. Fishing from the dock is prohibited whenever the boat launch is sufficiently busy to create safety concerns. Fishing is limited to the end of the dock only.
- F. Temporary loading and unloading of passengers on the dock is allowed, subject to a fifteen-minute limit.
- G. No personal watercraft (e.g., jet skis) may be launched from the dock.
- H. Use of the dock is at the user's risk. The city is not responsible for any personal injuries to users or damage to their personal property.
- I. Boats left unattended are subject to impound.
- J. Violations of any park rules or other civil ordinances may result in immediate removal from the park and issuance of a trespass citation. Violation of any trespass citation or other criminal law will subject the violator to possible arrest and prosecution.

(Ord. No. 24-1206, § 1, 7-11-2024)

8.24.290 Penalties.

The following penalties shall apply for violations of this chapter:

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- A. Civil infraction. Except as provided in subsections B and C of this section or as otherwise provided in this chapter, a violation of any of the provisions of this chapter shall constitute a class 3 civil infraction in accordance with RCW 7.80.120(1)(c), as currently enacted or hereafter amended. Pursuant to Chapter 7.84 RCW, any violation of the provisions of Chapter 79A.60 RCW adopted herein which constitutes an infraction shall be assessed a monetary penalty as established in the penalty schedule currently set forth and as hereinafter amended in Rule 6.2 of Infraction Rules for Courts of Limited Jurisdiction (IRLJ) adopted herein by reference. Each separate day, or portion thereof, during which any violation occurs shall constitute a separate violation. If the current violation is the person's third violation of the same provision of this section during the past three hundred sixty-five days, then the violation shall be a misdemeanor.
 - B. Misdemeanor. Any violation of any provision established in this chapter which constitutes a misdemeanor shall be punishable in accordance with BDMC 9.00.120. Each separate day or portion thereof during which such violation occurs shall constitute a separate violation.
 - C. Gross misdemeanor. Any violation of any provision established in this chapter which constitutes a gross misdemeanor shall be punishable in accordance with BDMC 9.00.115. Each separate day or portion thereof during which such violation occurs shall constitute a separate violation.
 - D. Aiding and abetting violations. It is unlawful to counsel, aid, or abet the violation of, or failure to comply with, any of the provisions of this chapter.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.300 Authority of officers to board vessels.

Commissioned officers of the city are hereby given the authority to board any vessel found underway on any lake of the city for the purpose of inspection and enforcement of this chapter.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.310 Interlocal cooperation.

Nothing in this chapter shall preclude the city from entering into interlocal agreements with cities and towns for the administration and enforcement of this chapter.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.320 Enforcement.

It shall be the duty of the police department or other city department or official as authorized by the mayor to enforce all sections of this chapter.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

Chapter 8.24 WATER SAFETY¹

8.24.010 Authorization; application of regulations.

The city, in the exercise of its police power, assumes control and jurisdiction over all lakes, rivers, and all other waters within its corporate limits, within unincorporated areas inside its geographical boundaries, and over adjacent waters as provided in RCW 35.21.160 and RCW 35A.11.160.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.020 Application of regulations.

The provisions of this chapter shall be applicable to all recreational vessels and related uses in and upon all lakes within the geographical boundaries of the city and all other waters within the city's jurisdiction as set forth in BDMC 8.24.010, including any future amendments thereto. The provisions of this chapter shall be construed to supplement United States laws and state laws and regulations when not expressly inconsistent therewith.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.030 Revised Code of Washington provisions adopted by reference.

- A. The following provisions of Chapter 88.02 RCW entitled "Vessel Registration," including any future amendments, additions thereto and repeals thereof, are hereby adopted by reference and incorporated herein:

RCW

88.02.550 Registration and display of registration number and decal required—Exemptions.

88.02.570 Exemptions.

88.02.340 Inspection of registration certificates, out of state vessels.

88.02.380 Penalties—Disposition of moneys collected—Enforcement authority.

- B. The following provisions of Chapter 79A.60 RCW entitled "Regulation of Recreational Vessels," including any future amendments, additions thereto and repeals thereof, are hereby adopted by reference and incorporated herein:

RCW

79A.60.010 Definitions.

79A.60.020 Violations of chapter punishable as misdemeanor—Circumstances—Violations designated as civil infractions.

¹Ord. No. 1192, § 1(Exh. A), adopted July 20, 2023, Chapter , §§ 8.24.100—8.24.120, 8.24.200—8.24.220, 8.24.300, 8.24.310, 8.24.400—8.24.440 and 8.24.500—8.24.540 and enacted a new Chapter 8.24 as set out herein. The former Chapter 8.24 pertained to similar subject matter and derived from Ord. No. 1054, adopted July 2, 2015; Ord. No. 1148, adopted September 3, 2020 and Ord. No. 1156, adopted March 4, 2021.

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- 79A.60.030 Operation of vessel in a negligent manner—Penalty.
- 79A.60.040 Operation of vessel in a reckless manner—Operation of a vessel under the influence of intoxicating liquor, cannabis, or any drug—Consent to breath or blood test—Penalty.
- 79A.60.045 Vessel impoundment—Procedure—Forfeiture.
- 79A.60.080 Failure to stop for law enforcement officer.
- 79A.60.100 Enforcement—Chapter to supplement federal law.
- 79A.60.110 Equipment standards—Rules—Penalty.
- 79A.60.120 Tampering with vessel lights or signals—Exhibiting false lights or signals—Penalty.
- 79A.60.130 Muffler or underwater exhaust system required—Exemptions—Enforcement—Penalty.
- 79A.60.140 Personal flotation devices—Inspection and approval—Rules.
- 79A.60.150 Failure of vessel to contain safety equipment—Owner/operator may be cited for applicable infraction or crime.
- 79A.60.160 Personal flotation devices required—Penalty.
- 79A.60.170 Water skiing safety—Requirements.
- 79A.60.180 Loading or powering vessel beyond safe operating ability—Penalties.
- 79A.60.190 Operation of personal watercraft—Prohibited activities—Penalties.
- 79A.60.200 Duty of operator involved in collision, accident, or other casualty—Immunity from liability of persons rendering assistance—Penalties.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.040 Washington Administrative Code provisions adopted by reference.

The provisions of Chapter 352-60 WAC, Recreational Vessel Equipment and Operation, as currently enacted or later amended, are hereby adopted by reference and incorporated herein.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.050 Definitions.

For the purpose of this chapter, in addition to the definitions set forth in RCW 79A.60.010 adopted in BDMC 8.24.030, the following terms shall have the meaning ascribed in this section:

"Authorized emergency vessel" means any authorized vessel of the city's police or fire departments, the United States government, and State of Washington authorized patrol boats or vessels.

"Boat basin" means the submerged waters surrounding the boat launch ramp and boarding float through which boats travel for the purpose of entering and exiting lake waters.

"City" means the City of Black Diamond.

"Congested conditions" means any period when vessel density, swimmer presence, or weather conditions create an unsafe environment as determined by the Black Diamond Police Department marine patrol unit

"E-Foil" means motorized electric hydrofoil board capable of lifting above the water surface.

"Obstruction" means any matter which may in any way blockade, interfere with, or endanger any vessel or impede navigation including but not limited to rafts, log booms, trees, lumber, and other similar material or objects.

"Oil" means any oil or liquid, whether of animal, vegetable, or mineral origin, or a mixture, compound, or distillation thereof.

"Pier" means any pier, wharf, dock, float, gridiron, or other structure to promote the convenient loading or unloading or other discharge of a vessel, or the moorage of a vessel.

"Police" or "police department" means the police department of the City of Black Diamond.

"Restricted area" means an area that has been marked in accordance with and as authorized by the law or regulations of the city, to be used for certain designated purposes such as swimming and aquatic events or otherwise closed to use by vessels, the method of marking and designation of which shall have been made by the city in accordance with the provisions of this chapter.

"Seaplane" means an aircraft that is capable of landing and taking off on the water.

"Skin diving" means any free-swimming person and/or any person who uses an artificial or mechanical means to replace his or her air, including self-contained underwater breathing apparatus (SCUBA diving), snorkel tube equipment, and free diving gear.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.060 Motor-powered vessels prohibited—Exception.

Except on lakes otherwise specifically provided for in this chapter, no motor-powered vessels shall be operated on any lake within the city.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.070 Required distance from motor-powered vessels to swimmers and other vessels.

Except as provided in BDMC 8.24.190, it is unlawful for any motor-powered vessel to be operated while the propeller is engaged within fifty feet of any swimmer or any row boat, canoe, or other vessels.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.080 Dumping trash in lakes prohibited.

The dumping, depositing, placing, or leaving of any garbage, ashes, debris, brush, or other material into any lake, is prohibited.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.090 Floating objects adrift.

All vessels, or any other articles of value found adrift in any lake in the city, may be taken into possession and removed by the police or other authorized city official or agent and shall be subject to reclamation by the owner thereof, on payment by him or her to the city of any expenses incurred by the city and in case of failure to reclaim may be sold or disposed of according to law.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.100 Sunken vessels.

When any vessel or obstruction has been sunk or grounded, or has been delayed in such manner as to stop or seriously interfere with or endanger navigation, the police may order the same immediately removed and if the owner, or other person in charge thereof, after being so ordered, does not proceed immediately with such removal, the police or other authorized city official or agent may take immediate possession thereof and remove the same, using such methods as in his or her judgment will prevent unnecessary damage to such watercraft or obstruction, and the expense incurred by the city in such removal shall be paid by the owner or other person in charge of such vessel or obstruction; and in case of failure to pay the same, the city may maintain an action for the recovery thereof.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.110 Intoxication.

- A. It is unlawful for the owner of any vessel or any person having charge or control of such to authorize or knowingly permit the same to be operated by any person who is under the influence of intoxicating liquor, cannabis, or any drug as determined by the criteria in RCW 79A.60.040.
- B. Whenever it appears reasonably certain to any police officer that any person under the influence of, or affected by the use of, intoxicating liquor or of any drug is about to operate a vessel in violation of subsection A above, said officer may take reasonable measures to prevent any such person from so doing.
- C. A violation of this section shall constitute a gross misdemeanor.
- D. Whenever the operator of a vessel is arrested for a violation of Section 8.24.110(A), BDMC, the arresting officer, or another officer acting at the arresting officer's direction, has authority to impound the vessel as provided in RCW 79A.60.045.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.120 Incapacity of operator.

It is unlawful for the owner of any vessel or any person having charge or control of such to authorize or knowingly permit the same to be operated by any person who by reason of physical or mental disability is incapable of operating such vessel under the prevailing circumstances.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.130 Reckless operation of a vessel prohibited.

It is unlawful for any person to operate a vessel in a reckless manner. This includes, but is not limited to, operating a vessel in a manner so as to create tight circles or "donuts" in the water. A violation of this section shall constitute a misdemeanor.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.140 Vessel operation within or bordering park property.

No person shall have, keep, or operate any boat, float, raft, or vessel in or upon any lake, within the limits of any park property, or launch the same at any point upon the shores thereof bordering upon any park property, except at places set apart for such purposes by the public works department and so designated by signs.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.150 Restricted areas.

In the interests of safe navigation, life safety, and the protection of property, the city may designate restricted areas and the purpose for which same shall be used on any lake authorized for vessel use. No person shall operate a watercraft within a restricted area; provided, that this section shall not apply to vessels engaged in or accompanying the activity to which the area is restricted, nor to patrol or rescue craft or in the case of an emergency.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.160 Swimming, flotation devices, and buoys.

- A. Swimming in city lakes shall be confined to:
 - 1. Restricted swimming areas;
 - 2. Within a distance of fifty feet from the shore, or a pier, or an occupied vessel accompanying the swimmer in the water; or
 - 3. Those areas as may be identified by the city as the course for competitive swimming training or events; or
 - 4. Those waters of the lake that are a distance of one hundred feet away from the boat basin, the boat launch, the boarding float, and the temporary moorage associated with the boat launch.
- B. Use of inflatable flotation or similar devices, not propelled by instruments such as oars and paddles, including, but not limited to, tubes, boards, and inflatable rafts, are only allowed during non-speeding hours within a distance of fifty feet from shore in non-designated swimming areas.
- C. No person shall cause to be tied to any marker buoy, any watercraft, boat, or similar craft or flotation device such as a tube, board, or inflatable raft. It is unlawful to move, remove, tamper with, destroy or attempt to destroy a marker buoy.
- D. No person shall give or transmit a false signal or false alarm of drowning in any manner.
- E. Floats, rafts and docks not attached to the shore shall be maintained in a safe and reasonable manner by the owner(s) of such facilities. Such facilities shall be located between the buoy line and the shoreline. In general, buoys shall be placed approximately two hundred feet from the shoreline around the lake. Buoys are to be provided and maintained only by the city unless otherwise officially delegated to a community organization.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.170 Skin diving.

Skin diving shall be prohibited in the waters of the city within three hundred feet of any public boat ramp, patrolled public beach designated as a swimming area, except pursuant to permit therefor issued by the city and

except for commercial diving, or in any other area unless the diver shall be accompanied by a vessel or the area in which he/she is diving shall be marked by an adequately displayed diver's flag.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.180 Water skiing.

Water skiing is prohibited on all lakes within the city except for Lake Sawyer which shall be regulated as set forth in BDMC 8.24.190.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.185 E-Foil regulations.

A. Operating Rules.

1. Operation of e-foils is prohibited on all lakes within the city except for Lake Sawyer.
2. E-foils shall yield right-of-way to all non-motorized watercraft, swimmers, and anglers at all times.
3. E-foil operation is prohibited in the following areas:
 - a. Within 200 feet of designated swimming areas;
 - b. Within 100 feet of shorelines, docks, boat ramps, or anchored vessels, except when traveling to or from the shore or dock; or
 - c. In-posted no-wake or restricted zones, except when traveling to or from the shore or dock; and
 - d. During the during the hours before sunrise or after sunset, regardless of season or lake conditions.
4. Speed.
 - a. Speeding hours are designated as Monday through Friday from two p.m. to seven p.m. and Saturdays, Sundays, and holidays from eleven a.m. to three p.m.
 - b. During speeding-hours, e-foils shall maintain a minimum 100-foot lateral distance from all other vessels and swimmers and avoid high-traffic corridors when practicable.
 - c. During non-speeding hours, e-foils must operate below 36mph and counter-clockwise.
 - d. E-foils must operate at 5mph or less at all times between buoys and the shoreline or dock.

B. Congestion and Safety Restrictions.

1. During congested conditions, authorized enforcement officials may:
 - a. Temporarily restrict e-foil operation;
 - b. Limit e-foil use to specific areas of the lake, or
 - c. Require operators to return to shore.:
2. Determinations of congestion shall be made by City officials based on:
 - a. Volume of boat traffic;
 - b. Presence of swimmers or paddlecraft;
 - c. Special events; or

d. Weather or visibility conditions.

C. Operator Requirements.

1. E-foil operators must be a minimum of fourteen years of age or older. Violation of this subsection shall constitute a misdemeanor
2. Operators must wear a U.S. Coast Guard–approved personal flotation device (PFD).
3. Operators must carry valid identification verifying their age.

D. E-Foil Equipment and Registration.

1. E-foils must be equipped with:
 - a. An emergency shut-off or kill switch; and
 - b. A sound-producing device such as a whistle or horn.:
2. E-foils must be registered with the Washington State Department of Licensing, unless exempt under WAC 308-93-030. Registration decals must be visibly displayed at all times. E. A parent or guardian may not authorize, knowingly permit, or by insufficient control allow a minor in their care to operate an E-foil in violation of this section. Violation of this subsection shall constitute a misdemeanor and a parent or guardian who authorizes, knowingly permits, or by insufficient control allows a minor in their care to operate an e-foil in violation of this section shall be jointly and severally liable with the minor for the penalties for the violation set forth in BDMC 8.24.290.

8.24.190 Lake Sawyer restrictions.

A. Generally. A complete copy of this Section shall remain on file with the City Clerk for in-person inspection and shall be available on the City's website. The city shall post a ~~complete copy of this section~~notice of these rules and information on how to access the full text at all public and commercial access areas to Lake Sawyer.

1. It is unlawful to use or operate any vessel powered by motor power on Lake Sawyer, except that vessels with the following engines will be permitted:
 - a. Water-cooled outboard engines of stock manufacture or stock manufactured inboard engines with outboard drive units (inboard/outboards) which vent all exhaust gases through the lower drive unit in conjunction with cooling water and/or vent at a point on the drive unit which is under water at all times; or water-cooled direct drive inboard engines equipped with a muffler or silencer of sufficient size and capacity to effectively muffle and reduce noise similar to that of outboards and inboard/outboards. This includes both propeller and jet propulsion watercraft.
 - b. Air-cooled outboard or inboard engines of stock manufacture rated by the manufacturer at ten horsepower or less.
2. Speed.
 - a. The speed limit on Lake Sawyer is five miles per hour except during "speeding hours" at which time the maximum speed is thirty-six miles per hour. Speeding hours are designated as Monday through Friday from two p.m. to seven p.m. and Saturdays, Sundays, and holidays from eleven a.m. to three p.m.
 - b. Vessels operating at speeds in excess of five miles per hour shall not operate within one hundred feet from other vessels and swimmers, and shall proceed around the lake in a counterclockwise direction.
 - c. Vessels must operate at no-wake speed between buoys and the shoreline at all times.

-
3. Vessels shall not be used for residential purposes, or living on the vessel, while anchored or moored on the lake, even for short-term or temporary periods regardless of whether the vessel is a primary or secondary residence.
 4. Kayaks, canoes, stand-up paddleboards, and other paddlecraft are required to stay between the shoreline and the buoys during the speeding hours established in subsection (A)(2) of this section.
 3. All vessels shall carry United States Coast Guard approved UL listed personal flotation devices in good condition for each person in the vessel.
 4. Motor-powered vessels operating after sundown shall be equipped with and have lit proper running lights.
 5. The anchorage or moorage of unoccupied vessels is prohibited except when tied to a pier or dock with the permission of the owner of the pier or dock. However, an unoccupied vessel may only be anchored or moored to a city pier or dock while the vessel's trailer is being parked or retrieved.
 6. No remote controlled vessels powered by internal combustion engines shall operate before nine a.m. or after six p.m. Additionally, such remote controlled vessels may only be operated in those areas as may be designated by the public works director, and shall not be operated within one hundred feet of any fishing pier, designated swimming area, or boat launch ramp and dock.
- B. Water skiing. The following regulations apply to all water skiing activities as defined in RCW 79A.60.010 including, but not limited to, being towed behind a vessel on skis, an aquaplane, kneeboard, tube, or similar device:
1. No vessel which has in tow a person shall be operated or propelled in the waters of the city unless such vessel is occupied by at least two competent persons. (Competent shall be defined as a person responsible and capable of alerting the driver of the boat of any activities that require the attention of the driver.) The primary responsibility of the driver is to operate the vessel and the other person will act as an observer of the person in tow. It is the observer's responsibility to immediately inform the driver when a person under tow falls or is otherwise disengaged from the tow boat and to immediately raise a signal flag that is at least twelve inches square of bright orange or red material and mounted on a twenty-four inch or longer rod. Violation of this subsection shall constitute a misdemeanor.
 2. No operator shall have in tow a person before sunrise or after sunset. Violation of this subsection shall constitute a civil infraction.
 3. All persons in vessels towing persons on water skis, tubes, surfboards, or similar contrivance shall remain seated at all times.
 4. All persons being towed by vessel shall wear personal flotation devices that are approved by the United States Coast Guard. Violation of this subsection shall constitute a civil infraction.
 5. All operators of vessels having in tow or otherwise assisting a person on water skis, tubes, surfboards, or similar contrivance shall comply with BDMC 8.24.070.
 6. Regulations stated in this subsection shall not apply to vessels used in water ski tournaments, competitions, expositions, or trials therefor, which have been duly authorized by the city.

D.C. Personal Watercrafts.

1. A person shall not operate a personal watercraft unless each person aboard the personal watercraft is wearing a United States Coast Guard or UL approved personal flotation device.
2. A person operating a personal watercraft equipped by the manufacturer with a lanyard-type engine cutoff switch shall attach the lanyard to their person, clothing, or personal flotation device as

appropriate for the specific vessel. It is unlawful for any person to remove or disable a cutoff switch that was installed by the manufacturer.

3. A person shall not operate a personal watercraft during the hours before sunrise or after sunset, regardless of season or lake conditions.
4. A person under the age of fourteen shall not operate a personal watercraft on the waters of the city.
5. A parent or guardian may not authorize, knowingly permit, or by insufficient control allow a minor in their care operate a personal watercraft in violation of this section. A parent or guardian who authorizes, knowingly permits, or by insufficient control allows a minor in their care under the age of fourteen to operate a personal watercraft in violation of this subsection shall be jointly and severally liable with the minor for the penalties set forth in BDMC 8.24.290.
6. A person shall not operate a personal watercraft in a reckless manner, including recklessly weaving through congested vessel traffic, recklessly jumping the wake of another vessel unreasonably or unnecessarily close to the vessel or when visibility around the vessel is obstructed, or recklessly swerving at the last possible moment to avoid collision.
7. Violations of subsections (2) through (6) of this section constitute a misdemeanor. Violation of subsections (1) ~~and (7)~~ of this section shall constitute a civil infraction.

D. E-Foil operation. E-foil operation shall comply with BDMC 8.24.185.

E. Parking. A vehicle may park at the Lake Sawyer Boat Launch Park only in accordance with Chapter 10.04, BDMC.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.195 Aircraft.

A. All vessels or watercraft shall keep clear of seaplanes landing within any area now or hereafter set aside for such purpose.

B. All seaplanes must comply with all applicable laws that govern the operation of seaplanes.

8.24.200 Public disturbance noises.

- A. Every motor-powered vessel shall at all times be equipped with a functioning underwater exhaust or a properly installed and adequately maintained muffler or other similar device to reduce the sound of engine exhaust. A person shall not remove, alter, or otherwise modify in any way an exhaust or muffler system in a manner that will prevent it from being operated in accordance with this chapter; nor shall a person use a muffler or pipes with pinched outlets, holes or rusted-through areas, or similar condition or defect where the result of the condition or defect does or could increase the level of noise of the motor-powered vessel over the level that would reasonably result if the motor-powered vessel were equipped with standard and/or properly maintained equipment.
- B. It is unlawful for any person operating a watercraft upon any lakes, rivers and all other waters within the corporate boundaries of the city knowingly to cause or make, or knowingly to allow or permit to originate from the watercraft, a public disturbance noise in violation of BDMC 8.12.040, including the following:
 1. The frequent, repetitive or continuous sounding of any horn or siren, except as a warning of danger or as specifically permitted or required by law;

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2. The creation of frequent, repetitive or continuous sounds in connection with the starting, operation, repair, rebuilding or testing of any watercraft, so as to unreasonably disturb or interfere with the peace, comfort and repose of others, including owners or possessors of real property;
 3. Yelling, shouting, hooting, whistling or singing, particularly between sunset and sunrise or at any time and place so as to unreasonably disturb or interfere with the peace, comfort and repose of others, including owners or possessors of real property;
 4. Sound from any audio sound system, such as tape players, radios and compact disc players, operated at volumes so as to be audible greater than fifty feet from the watercraft itself or which unreasonably interferes with the peace, comfort and repose of others, including owners or possessors of real property.
- C. The following types of sounds shall be exempt from this section:
1. Sounds created by safety and protective devices where noise suppression could defeat the intent of the device;
 2. Sounds created by a warning device not operating continuously for more than five minutes;
 3. Sounds created by emergency equipment for emergency work necessary in the interest of public safety for the health, safety, and welfare of the community;
 4. Sounds created by the normal docking, undocking, and waterskier pick-up and drop-off operations.
- D. A violation of this section constitutes a civil infraction. Each day, location, violator and incident shall constitute a separate infraction under this section.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.210 Personal flotation devices, equipment, and navigation lights.

All vessels operating on navigable waters in the city shall be equipped as required pursuant to the following provisions:

WAC

352-60-030 Personal flotation devices required.

~~352-60-040 Visual distress signals.~~

352-60-050 Ventilation.

352-60-060 Navigation lights and shapes.

352-60-080 Fire extinguisher required.

352-60-090 Backfire flame control.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.215 Inattention.

A. It is unlawful for any operator of a watercraft, vessel, e-foil, or personal watercraft to operate such craft in an inattentive manner.

B. For the purpose of this section “inattentive manner” means operation that is not reasonable and prudent under the conditions or that indicates a failure to maintain proper situational awareness and active monitoring of passengers and of the water for potential hazards, including but not limited other lake users or vessels.

8.24.220 Oil.

No owner, operator, or other person in charge of any vessel, and no person along or upon the shore of the waters of the city, shall spill, throw, pump, or otherwise cause oil of any description to be or float upon the waters of the city. Any person causing oil to be upon the waters of the city as aforesaid shall remove the same and upon his or her failure to do so, the same may be removed by the city or other appropriate agency and the expense thereof shall be paid by and recoverable from the person causing said oil to be upon the water. The payment of such sum or the maintenance of an action therefor, shall not be deemed to exempt such person from prosecution for causing such oil spillage. Any willful violation of this section shall constitute a misdemeanor.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.230 Nuisances.

Sunken vessels, refuse of all kinds, structures, or pieces of any structure, timber, logs, piles, boom sticks, lumber, boxes, empty containers, and oil of any kind floating uncontrolled on the water, and all other substances or articles of a similar nature, are hereby declared to be public nuisances and it is unlawful for any person to throw or place in, or cause or permit to be thrown or placed, any of the above named articles or substances in any lake in the city, or upon the shores thereof or in such position that same may or can be washed into said lakes of the city, either by storms, floods, or otherwise. Any person causing or permitting said nuisances to be placed as aforesaid shall remove the same and upon his or her failure to do so, the same may be removed by the city or other appropriate agency and the expense thereof shall be paid by and recoverable from the person creating said nuisance. In all cases such nuisances may be abated in the manner provided by law. The abatement of any such public nuisances shall not excuse the person responsible therefore from prosecution hereunder. A violation of this section shall constitute a misdemeanor.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.240 Abandoned and derelict vessels.

Abandoned or derelict vessels found on or above aquatic lands within the city shall be subject to disposition by the city under Chapter 79.100 RCW.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.250 Public health.

All vessels entering or in any lake in the city shall comply with the applicable public health laws and regulations of the United States, the state of Washington and its political subdivisions.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.260 Liability for damages.

Nothing in this chapter shall be construed so as to release any person owning or controlling any vessel, pier, obstruction, or other structure, from any liability for damages, and the safeguards to life and property required in

this chapter shall not be construed as relieving any person from installing and maintaining all other safeguards that may be required by law.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.270 Authorized emergency and patrol vessels.

The provisions of this chapter shall be applicable to the operation of any and all vessels on any lake in the city except that they shall not apply to any emergency and patrol watercraft performing the authorized duties for which such emergency and patrol vessels were established.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.280 Directing traffic, restricting vessel speed, suspending activities, emergency powers.

- A. ~~The police are hereby authorized to direct all vessel traffic on city lakes in person or by means of visible or audible signal in conformance with the provisions of this chapter; provided, that where necessary to expedite vessel traffic, or to prevent or eliminate congestion or to safeguard persons or property, such officers, and other authorized officers of appropriate governmental agencies or authorities, may direct vessel traffic as conditions may require, notwithstanding the provisions of this chapter.~~ Police may, in response to vessel traffic volume, direct any vessel not remaining within the established flow of traffic to relocate its activity to the area between the shoreline and the designated buoys.
- B. The public works director, or his or her designee, may restrict vessel speed or suspend any or all vessel activities on Lake Sawyer due to conditions on the lake such as flooding, high water, or other events, conditions, or occurrences when, in the reasonable discretion of the public works director or his or her designee, such action is deemed necessary to protect persons or property from injury or damage.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.285 Dock rules.

The following rules apply to all users of the city's Lake Sawyer boat launch:

- A. Lifejackets are required for children twelve years and under.
- B. Swimming or diving from the dock is prohibited.
- C. Overnight moorage on the dock is prohibited.
- D. Fueling at the boat launch is prohibited.
- E. Fishing from the dock is prohibited whenever the boat launch is sufficiently busy to create safety concerns. Fishing is limited to the end of the dock only.
- F. Temporary loading and unloading of passengers on the dock is allowed, subject to a fifteen-minute limit.
- G. No personal watercraft (e.g., jet skis) may be launched from the dock.
- H. Use of the dock is at the user's risk. The city is not responsible for any personal injuries to users or damage to their personal property.
- I. Boats left unattended are subject to impound.

-
- J. Violations of any park rules or other civil ordinances may result in immediate removal from the park and issuance of a trespass citation. Violation of any trespass citation or other criminal law will subject the violator to possible arrest and prosecution.

(Ord. No. 24-1206, § 1, 7-11-2024)

8.24.290 Penalties.

The following penalties shall apply for violations of this chapter:

- A. Civil infraction. Except as provided in subsections B and C of this section or as otherwise provided in this chapter, a violation of any of the provisions of this chapter shall constitute a class 3 civil infraction in accordance with RCW 7.80.120(1)(c), as currently enacted or hereafter amended. Pursuant to Chapter 7.84 RCW, any violation of the provisions of Chapter 79A.60 RCW adopted herein which constitutes an infraction shall be assessed a monetary penalty as established in the penalty schedule currently set forth and as hereinafter amended in Rule 6.2 of Infraction Rules for Courts of Limited Jurisdiction (IRLJ) adopted herein by reference. Each separate day, or portion thereof, during which any violation occurs shall constitute a separate violation. If the current violation is the person's third violation of the same provision of this section during the past three hundred sixty-five days, then the violation shall be a misdemeanor.
- B. Misdemeanor. Any violation of any provision established in this chapter which constitutes a misdemeanor shall be punishable in accordance with BDMC 9.00.120. Each separate day or portion thereof during which such violation occurs shall constitute a separate violation.
- C. Gross misdemeanor. Any violation of any provision established in this chapter which constitutes a gross misdemeanor shall be punishable in accordance with BDMC 9.00.115. Each separate day or portion thereof during which such violation occurs shall constitute a separate violation.
- D. Aiding and abetting violations. It is unlawful to counsel, aid, or abet the violation of, or failure to comply with, any of the provisions of this chapter.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.300 Authority of officers to board vessels.

Commissioned officers of the city are hereby given the authority to board any vessel found underway on any lake of the city for the purpose of inspection and enforcement of this chapter.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.310 Interlocal cooperation.

Nothing in this chapter shall preclude the city from entering into interlocal agreements with cities and towns for the administration and enforcement of this chapter.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

8.24.320 Enforcement.

It shall be the duty of the police department or other city department or official as authorized by the mayor to enforce all sections of this chapter.

(Ord. No. 1192, § 1(Exh. A), 7-20-23)

(Supp. No. 38)

Created: 2026-02-09 10:58:13 [EST]

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Pipeline Road Quasi-Judicial Closed Record Hearing Cost Impact (see also Fiscal Note): N/A Fund Source: N/A Timeline: N/A	Agenda Date: May 5, 2026	
	AB26-048	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	X
	City Clerk – Brenda L. Martinez	
	Com Dev –	
	Finance – Xavier Mason	
	MDRT/Ec Dev –	
	Police – Chief Kiblinger	
Public Works – Scott Hanis		
Court – Judge Swain/Tawnya Parks		
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator		
Attachments: Hearing Examiner Supplemental Report to the City Council		
SUMMARY STATEMENT: The Black Diamond City Council will be holding a Quasi-Judicial Closed Record Hearing for the Pipeline Road Major Amendment to the Development Agreement (PLN25-0006). This is the second Closed Record Hearing on this topic. At the conclusion of the original hearing, the City Council remanded this matter back to the Hearing Examiner and requested additional information. Included in the packet for this item is the Supplemental Report to the City Council from the hearing examiner. This document includes exhibits from the City, Oakpointe, Enumclaw School District, and the Public. The full list of exhibits can be found on the City's website: Pipeline Road Major Amendment Remanded Hearing Documents (https://www.blackdiamondwa.gov/1694/Pipeline-Road-Major-Amendment-Remanded-H). FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A		
RECOMMENDED ACTION: MOTION to approved Pipeline Road Major Amendment (PLN25-0006)		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 19, 2026	Council remanded the Pipeline Road Major Amendment to the Hearing examiner to gather and review additional information.	

1 **OFFICE OF THE HEARING EXAMINER**

2 **CITY OF BLACK DIAMOND**

3 **SUPPLEMENTAL REPORT TO CITY COUNCIL**

4 **FILE NO.:** PLN 25-0006
5 Villages Master Planned Development (MPD)
6 Development Agreement Major Amendment (Pipeline
Road Construction Timing)

7 **APPLICANT/OWNER:** CCD Black Diamond Partners, LLC ("Oakpointe")

8 **REPRESENTATIVE:** Justin Wortman

9 **APPLICANT'S ATTORNEY:** Nancy Bainbridge Rogers
10 Cairncross & Hempelmann

11 **CITY ATTORNEY:** David Linehan

12 **CITY REPRESENTATIVE:** Kevin O'Neill

13 **SUMMARY OF REQUEST:**

14 The Development Agreement ("DA") for The Villages Master Planned Development (MPD)
15 requires at Section 6.4.3 that "the Pipeline Road shall be constructed by the Master Developer
16 (Oakpointe) and open for traffic, and the right-of-way dedicated to the City, prior to the earlier
17 of: (i) City's approval of a building permit for the 1,746th dwelling unit of The Villages MPD;
18 or (ii) when the Traffic Monitoring Plan shows that construction is necessary to prevent a
significantly adverse degradation of Level of Service on Roberts Drive." Oakpointe has applied
for a Major Amendment to modify Section 6.4.3 to establish a new "trigger date" based on the
2,866th dwelling unit instead of the 1,746th, or a delay of approximately 1,100 dwelling units.

19 On January 7, 2026, I issued my "Recommendations to City Council" the ("Hearing Examiner
20 Recommendations") (Exhibit 1). In my recommendations, I found that traffic analysis
21 undertaken by the City's traffic consultant, and confirmed by Oakpointe's consultants,
22 demonstrates that from the standpoint of traffic concurrency the Pipeline Road could be deferred
23 from the 1,746th dwelling unit to the 2,866th dwelling unit. Nonetheless, I reminded the City
24 Council that the Development Agreement currently requires the Pipeline Road to be constructed
25 by the 1,746th dwelling unit *whether or not it is needed for concurrency*. But I further reminded
the City Council that it is free to modify the Development Agreement and change the triggering
event for the road's construction *if the City sees a benefit in doing so*. Unfortunately, the
information received at the first hearing offered limited information as to what benefits the City
might enjoy from the deferred construction of the road. I therefore invited the City Council to
examine this question and determine whether it found a benefit to the City in delaying the road's
construction.

1 In response to my recommendations, the City Council has asked to convene a second hearing to
2 more fully examine the benefits and burdens to the City from a decision to delay construction of
3 the Pipeline Road. To assist in this analysis, the City Council has presented a list of 81 questions
4 for which it seeks responses from City Staff, Oakpointe, the Enumclaw School District, the
5 public, and the Hearing Examiner.

6 **SUMMARY OF SUPPLEMENTAL RECOMMENDATIONS:**

7 Based upon the additional information received from the various parties, the Hearing Examiner
8 recommends that the requested Major Amendment to the Development Agreement be **approved**
9 subject to the conditions proposed by Oakpointe, to-wit:

10 A. The Master Developer shall, in conformance with the terms of Exhibit "F" of this
11 Agreement:

- 12 (i) within 30 days of receipt of approvals from both the City of Black
13 Diamond and Tacoma Water for the construction of the two vehicular
14 lanes and Stormwater improvements for Pipeline Road (the "Pipeline
15 Road Improvements"), the Master Developer shall commence construction
16 of the Pipeline Road Improvements; and
- 17 (ii) the Master Developer commits to complete construction of Pipeline Road
18 Improvements within 18 months following the above commencement
19 date.

20 B. Following City approval of and completion of construction of an Emergency
21 Vehicle Access as the first phase of the South Connector road across Ten Trails (PLN24-
22 0080) the Master Developer shall direct its general contractor's construction vehicles
23 and that general contractor's subcontractors to use the South Connector EVA for
24 construction access to Ten Trails.

25 C. At the City's option, the Master Developer shall either construct, or pay the City
to construct the Bruckner's Way crosswalk project, Project T24 in the City's 2026 –
2031 CIP.

D. The Master Developer will present the City Council with an annual update on the
development progress of Ten Trails, and the Pipeline Road construction. The Master
Developer and the Mayor are to work together to find a mutually agreeable time for
this presentation and the Mayor is responsible for adding the presentation to the City
Council agenda.

DATE OF DECISION: April 14, 2026

BACKGROUND

As noted above, the City Council has asked the Hearing Examiner to obtain responses from City
Staff, Oakpointe, the Enumclaw School District and the public to a set of 81 questions (Exhibit
2) together with any additional recommendations the Hearing Examiner may have in light of
these collective responses.

1 City Staff, Oakpointe and the Enumclaw School District have each provided responses to the
2 City Council's questions. City Staff has responded to only those questions expressly posed to
3 Staff (Questions 1-35), and has not responded to the remaining questions. Similarly, the
4 Enumclaw School District has responded to those questions expressly posed to the District,
5 (Questions 76-81), but has generally not responded to the other questions except when the
6 implicate the School District. Oakpointe has provided a response to all 81 questions. Friends of
7 Black Diamond ("Friends") have also provided responses to several questions. Through this
8 Supplemental Report, the Hearing Examiner hopes to provide summaries of these responses
9 along with other public comment, together with the Hearing Examiner's recommendations.

6 PUBLIC HEARING

7 The public hearing commenced at 6:00 p.m., on Monday, April 6, 2026, at the Black Diamond
8 City Council Chambers at 25510 Lawson Street. The hearing took place in person but allowed
9 virtual attendance. All those wishing to testify were sworn under oath and a verbatim recording
10 was made of the hearing. The City appeared through Kevin O'Neill and was represented by
11 David Linehan, City Attorney. Several other City Staff members were also present. The
12 Applicant appeared through Justin Wortman and was represented by Nancy Bainbridge
13 Rogers. A large crowd was in attendance and several sought to testify.

14 The following exhibits were received in advance of the public hearing:

15	Exhibit 1	Hearing Examiner's Recommendations dated January 7, 2026
16	Exhibit 2	"Questions on Remand" posed by City Council
17	Exhibit 3	Oakpointe Response to City Council Questions prepared by Nancy 18 Bainbridge Rogers, including proposed conditions of Major 19 Amendment Approval
20	Exhibit 4	Executive Summary in Support of Approval prepared by Nancy 21 Bainbridge Rogers
22	Exhibit 5	Declaration of Mike Swenson in Support of Adjusting Pipeline 23 Road
24	Exhibit 6	Declaration of Justin Wortman with attachments
25	Exhibit 7	Response of City Staff to Questions on Remand
	Exhibit 8	Response of Enumclaw School District to Questions on Remand
	Exhibit 9	All other public comments received in advance of the public hearing

26 During the hearing several additional exhibits were presented:

27	Exhibit 10	City PowerPoint Presentation
28	Exhibit 11	Written responses of Friends of Black Diamond ("Friends") (these 29 responses were also provided in advance of the hearing)
30	Exhibit 12	Written comments of Geoff Bowie in response to Questions on 31 Remand (these written comments were also provided prior to the 32 hearing as well)

1 The Hearing Examiner held the hearing open for additional written public comment until Friday,
2 April 10, 2026. The following additional written comments were received by April 10, 2026:

3 Exhibit 13	Supplemental City Comments
4 Exhibit 14	Supplemental Oakpointe Comments
5 Exhibit 15	Supplemental Friends Comments
6 Exhibit 16	Additional Comments of John Buntten
7 Exhibit 17	Additional Comments of Angela Fettig

8 **The City's Presentation.**

9 The hearing began with the testimony of Kevin O'Neill, City Administrator. Shortly before the
10 hearing began City Staff provided its written responses to the City Council's questions (Exhibit
11 7). The Staff's extensive responses to the Council's questions were also summarized in a
12 PowerPoint presentation (Exhibit 10) presented by Mr. O'Neill. Due to the number of questions
13 posed by the Council, it would not have been possible for Mr. O'Neill to provide detailed
14 testimony in response to each question. Instead, Mr. O'Neill provided a summary of the Staff's
15 responses while encouraging the Hearing Examiner and Council to separately review each of the
16 Staff's answers to the Council's questions. Mr. O'Neill also emphasized that City Staff has
17 responded only to the Council's questions that are addressed to Staff, that is, questions 1-35.
18 City Staff is not responding to the remaining questions 36-81 which are posed to either
19 Oakpointe or the Enumclaw School District.

20 Mr. O'Neill then went through the City's PowerPoint presentation (Exhibit 10) which explains
21 that the City would anticipate a revenue loss of more than \$5 Million if the Major Amendment is
22 not approved by City Council. The loss of revenue would be widespread and include lost
23 property tax revenue (\$304,000); sales tax from construction (\$586,000); real estate excise taxes
24 (\$714,000); community development/planning reimbursement (\$1.616 Million); fire impact fees
25 (\$552,000); school impact fees (\$1.3 Million); water-related revenues (\$446,000); sewer-related
revenues (\$73,000); and stormwater-related revenues (\$26,000) for a total of \$5,621 Million. The
loss of revenues would affect the City through all departments including Community
Development, the Master Development Review Team (MDRT), and Utilities and Capital
Improvements supported by Real Estate Excise Tax (REET). In addition to affecting City
staffing, the lost revenues would affect fire service staffing and operations, the Enumclaw School
District, and the General Fund, Enterprise Fund and Street Funding.

Mr. O'Neill explained that these losses would be annual and that some losses would compound.
For example, lost property taxes each year would be a combination of the prior year's loss in
taxes plus the new year's lost tax. City Staff is concerned that, if the Major Amendment is not
approved, Oakpointe could halt development indefinitely and the project would either stall or be
taken over by a new developer with an uncertain future. If so, the opportunity to develop
Pipeline Road would be lost, new school facilities would not be constructed, and commercial
development would become uncertain.

Mr. O'Neill concluded his testimony by confirming that City Staff recognizes that the Pipeline
Road is an important addition and should be completed as soon as possible but reminds the
Council that traffic studies have concluded that it is not immediately necessary to achieve traffic
concurrency. As a result, City Staff recommends that the Major Amendment be approved in
order to assure the City's continued growth and stable funding.

1 **Oakpointe's Presentation.**

2 Oakpointe appeared through its attorney, Nancy Bainbridge Rogers. Ms. Rogers began her
3 presentation by explaining that Oakpointe has been working on the Pipeline Road since 2018 and
4 has spent \$2 Million to date on its design and engineering. Oakpointe presented its application
5 for the construction of the road to City Staff in 2023, but Staff has yet to act on the application.
6 Ms. Rogers wishes to stress that it was City Staff, not the Applicant, who initiated discussions of
7 a Major Amendment in order to delay construction of the Pipeline Road.

8 Ms. Rogers then turned to the traffic analyses which serve as the basis for the delay in
9 constructing the Pipeline Road, and pointed out that in his earlier hearing the Hearing Examiner
10 had found these traffic analyses to be properly undertaken and sound in their analysis.

11 Ms. Rogers then turned to the consequences of denying the Major Amendment. She stressed that
12 Oakpointe interprets the Development Agreement, coupled with the MPD, to prohibit *all*
13 development, including all forms of building permits, subdivision approval, school construction
14 and additional commercial development once the Pipeline Road trigger is reached. Stated
15 slightly differently, Oakpointe interprets its agreements with the City as prohibiting any
16 commercial development, the new school, or any other form of development if its requirements
17 relating to the Pipeline Road are not met.

18 Oakpointe calculates the two-year loss of revenues to the City at \$7.8 Million. Oakpointe
19 includes the intended purchase of 790 TDR's (Transfer Development Rights) at \$4,500 per TDR
20 resulting in an additional loss of \$3.5 Million in 2026 revenue.

21 Oakpointe further reminds the City that this loss would be not simply a one time event but that it
22 would instead affect at least two years and, perhaps, could result in Oakpointe discontinuing
23 development.

24 Ms. Rogers then turned to the issue of the School District and stressed that all of the agreements
25 between Oakpointe and the District are contingent upon approval of the Major Amendment: The
26 proposed purchase of school property; Oakpointe's loan to the District for the construction of the
27 new elementary school; and the reimbursement of that loan through school impact fees will be
28 discontinued if Oakpointe's ability to continue development is put on hold.

29 Ms. Rogers also stressed that Oakpointe remains ready and willing to begin construction of the
30 Pipeline Road within 30 days of receiving necessary permits (from the City and Tacoma Water)
31 and promises to complete construction of the road within 18 months of commencement.

32 Ms. Rogers concluded her presentation by setting forth a series of actions Oakpointe proposes to
33 take in return for the Major Amendment:

34 • Within 30 days of construction approval from the City and Tacoma Water,
35 Oakpointe will commence construction of the Pipeline Road and complete its construction within
36 18 months of commencement.

37 • Oakpointe has applied for construction of the first phase of the South Connector
38 road across Ten Trails. Oakpointe will ask City Staff to recognize this road as an "emergency
39 Vehicle Access" and to also have it approved for use by the general contractor's construction
40 vehicles. In combination, City approvals would allow the South Connector road to be used as an
41 emergency route as well as a construction route, thus relieving burdens on Roberts Drive.

1 • At the City's option, Oakpointe will either construct the "Bruckner's Way
2 Crosswalk" or pay the City for its construction.

3 • Oakpointe will present the City Council with an annual update on all development
4 progress including the Pipeline Road.

4 **Enumclaw School District Presentation.**

5 Jill Burns, Superintendent for the Enumclaw School District, testified on behalf of the District
6 and strongly encouraged the City Council to approve the Major Amendment. The District has
7 provided formal responses to the City Council's questions 76-81 (Exhibit 8). Ms. Burns
8 summarized the District's responses by emphasizing that all agreements between the School
9 District and Oakpointe including: Oakpointe's purchase of the 40-acre high school site for \$40
10 Million; Oakpointe's loan of \$25 Million to the District; for construction of the new elementary
11 school; and the District's repayment of this loan through future mitigation fees is all tied to
12 Oakpointe's continuing development, and that none of these agreements will occur if Oakpointe
13 is forced to halt construction.

14 Ms. Burns also stressed that the proposed construction of the new elementary school is slated to
15 begin in June of this year with construction expected to be completed in August 2027, allowing
16 for its use for the 2027-2028 school year. Any delay in approving the Major Amendment would
17 stop construction, with no assurance that it could resume at a later date, and any delay would
18 increase its cost.

19 Ms. Burns concluded her testimony by noting that the proposed new elementary school is critical
20 to the Black Diamond community and will help alleviate the current overcrowding in the
21 District's schools. The District therefore strongly urges the Council to quickly approve the Major
22 Amendment so that the school's construction can get underway as planned.

23 **Public Comment.**

24 In advance of the hearing, City Staff received a number of written public comments (Exhibit 9).
25 The majority of these comments (Kris and Charles Butt, Chad Moran, Phil VonWalter, Cathy
Blondin, John and Nancy Bunten, Jerel Thomas, and Geoff Bowie) expressed opposition to the
proposed amendment. Their concerns were similar to those expressed during the earlier public
hearing and stressed the importance of having the Pipeline Road available for public use; its
value to the development of commercial areas; the need to relieve Roberts Drive of some of its
traffic; and a general sense that Oakpointe is engaging in a form of "extortion" by threatening to
discontinue all development and cease funding of the new school if not given what it wants. A
more detailed written response in opposition is provided by Friends of Black Diamond
("Friends") with responses to specific questions posed by the Council. Conversely, one
individual wished to express his reconsideration of his earlier opposition upon learning of the
importance of the amendment on the construction of the new elementary school (Chris Dubois).

In addition to these earlier written comments, several members of the public asked to testify;

• **John Bunten.** Mr. Bunten had earlier provided written comments opposition. In
his oral testimony, Mr. Bunten was primarily concerned with the fact that the responses by City
Staff and Oakpointe to the Council's questions had not been made available. Mr. Bunten's earlier
written comments expressed ongoing concerns about the impacts to Roberts Drive resulting from
the absence of the Pipeline Road.

1 ● **Kristen Bryant.** Ms. Bryant spoke on behalf of Friends which has provided a
2 written response to many of the Council's questions (Exhibit 9). Ms. Bryant wished to stress
several key points while noting that her written materials addressed a number of other issues:

3 ● Other Development Permits. Friends strongly disagrees with the claim
4 made by Oakpointe that it cannot continue with any form of development, including
commercial development and other subdivision work, once the 1,746th dwelling unit
5 trigger has been reached. Friends is particularly upset that Oakpointe argues that the
reaching the trigger will prevent construction of the new school.

6 ● Impacts to Traffic on Roberts Drive. Ms. Bryant points out that WSDOT
7 is about to commence construction of fish passages underneath SR 169 and that these
improvements will result in partial closures of the highway for up to two years. Having
8 the Pipeline Road available would greatly reduce the resulting traffic impacts from this
construction project.

9 ● Wind Down Rules. Friends disagrees with Oakpointe's claim that a
10 denial of the Major Amendment would cause an immediate cessation of funding that
Oakpointe currently provides to the City. Friends has provided a copy of the
11 Supplemental Agreement between the City and Oakpointe which imposes a six month
"wind down notice" whereby Oakpointe agrees to continue its current funding of City
12 positions for at least six months following the giving of notice that it is winding down its
operations.

13 ● Immediate Need for Elementary School. While expressing frustration that
14 Oakpointe appears to be holding the School District hostage by threatening to not fund
the new elementary school if the amendment is not approved, Ms. Bryant observed that
15 the annual increase in student population from Ten Trails is relatively small (41 students
across all grades) such that some delay in the timing of the new school would not be
significant.

16 ● **Nanette Stocks.** Ms. Stocks encourages the City Council to deny the requested
17 amendment and to require Oakpointe to develop the road as soon as possible in order to
encourage the City's economic potential and assure fire and safety needs are met.

18 ● **Andre Cook.** Mr. Cook supports the proposed amendment in order to assure that
the new elementary school is constructed.

19 ● **Trixie Hahn.** Like many members of the public, Ms. Hahn finds the current
20 situation frustrating: On one hand, it seems as if Oakpointe is holding the City hostage but, at
the same time, there appears to be a lack of trust in the City, all of which makes it difficult to
21 determine which party is responsible for some of these problems. With those concerns in mind,
Ms. Hahn believes that Oakpointe's proposal is a "win/win" for the City, the Developer, and the
School District.

22 ● **Natalie Waters.** Ms. Waters is a member of the City's Planning Commission and
23 is encouraging approval of the amendment. She trusts the traffic studies and their conclusions
that the Pipeline Road is not needed, while noting that the proposed amendment is critical for
24 construction of the new elementary school.

1 ● **Bill Bryant.** Mr. Bryant is opposed to the amendment on the belief that it is "just
2 its status and that the proposed delay in constructing the Pipeline Road will simply worsen
3 existing conditions along Roberts Drive.

4 ● **Geoff Bowie.** Mr. Bowie asks that the City deny the proposed amendment and
5 hold the Developer to its agreement. He also suggested that Oakpointe be required to construct a
6 new sewer line as part of the Pipeline Road construction in order to provide future service to the
7 Lawson Hills Development.

6 **Additional Written Comments.**

7 Several commentors expressed frustration that the written responses provided by Staff,
8 Oakpointe and the School District to the City Council's questions had not been made available to
9 the public in advance of the hearing, leaving the public without an opportunity to comment on
10 these responses. The Hearing Examiner acknowledged that some opportunity should be given to
11 the public to comment on these various responses. The Hearing Examiner therefore agreed to
12 allow for additional comment through 4:00 p.m., on Friday, April 10, 2026.

13 Five additional comments were received during this extended comment period, but one was from
14 City Staff and another was from Oakpointe, leaving only three public comments during the
15 extended comment period:

16 City Staff wished to provide a technical clarification to its response to Question No. 34 (wherein
17 it explains why no additional permits of any type can be issued. (Exhibit 13).

18 Oakpointe wished to clarify its earlier statements regarding the submission of the necessary
19 application for the construction of the Pipeline Road in 2023. Oakpointe states:

20 "During oral argument at the April 6, 2026, remand hearing for Major
21 Amendment to the Ten Trails Development Agreement (City File No. PLN25-
22 0006), the Applicant, CCD Black Diamond Partners, LLC (Oakpointe) referenced
23 a 2023 complete engineering plan set, as determined by a letter from Andy
24 Williamson on August 14, 2023 (included as Exhibit A to Exhibit 14 in the
25 original hearing record). In consultation with the City of Black Diamond Staff,
Oakpointe would like to clarify a potential area of misunderstanding. Oakpointe
acknowledges that additional review work needs to be done before a permit can
be issued for this project, including review and approval by Tacoma Water, and
looks forward to continuing to work with the City of Black Diamond and Tacoma
Water to be fully permit ready." (Exhibit 14)

A supplemental response was provided by Kristen Bryant (Exhibit 15) on behalf of Friends of
Black Diamond. Ms. Bryant's supplemental comments largely reiterate her earlier positions
while providing some additional supporting information. Among other things, Ms. Bryant
asserts that Oakpointe's loan to the School District for the new elementary school is already in
place and cannot be undone. She also asserts that the revenue loss to the City from a halt in
construction, while painful, would not be fatal and could be addressed through the use of reserve
funds along with the elimination of staff whose positions become unnecessary as a result of
reduced construction. Ms. Bryant also again reminds the Council that the agreement with
Oakpointe requires the developer to continue funding MDRT positions for at least six months
following the secession of work, thus further reducing the economic impact of a shutdown.

1 Other public comments were received from Angela Fettig and John Bunten reiterating their
2 earlier comments in opposition (Exhibits 16 and 17)

3 **Responses to the City Council's Questions.**

4 In an attempt to best respond to the City Council's questions, I have taken the collected responses
5 from City Staff, Oakpointe, the School District and Friends and have attempted to organize them
6 on a question-by-question basis. Please understand that in an attempt to make the resulting
7 collection of responses as easy to follow as possible, I have taken the liberty of condensing and
8 paraphrasing each response. Council members may dislike my approach. If so, I am also
9 attaching the complete set of responses by Staff, Oakpointe, the School District and Friends
10 should Council Members prefer to review each party's complete, unabridged response.

11 The following are the collected responses to the questions posed by the City Council, with some
12 comments by the Hearing Examiner. To aid the Council in understanding the source of each
13 response, color coding will be utilized: blue will be used to recognize City Staff responses;
14 green will indicate Oakpointe responses; red will indicate School District responses; orange will
15 indicate public response; and then purple will indicate Hearing Examiner responses.

16 Question 1. What would be the financial impact to the City if the Council votes no on this
17 amendment?

18 Staff Response. Staff estimates a loss of revenue to the City of \$5,620,567 in year one and
19 \$6,074,073 in year two, or annual reductions in total revenues of 36.1% and 37.7% respectively.

20 Revenues would be lost from the following sources:

	Year One	Year Two
Property Taxes	\$304,009	\$497,433
Sales Tax from Construction Revenue	\$586,584	\$633,433
Real Estate Excise Tax (REET)	\$714,398	\$892,186
Community Development/ Planning Revenue	\$1,616,780	\$1,625,393
Fire Impact Fees	\$552,000	\$552,000
School Impact Fees	\$1,300,000	\$1,300,000
Water-Related Revenues	\$446,574	\$475,935
Sewer-Related Revenues	\$73,778	\$67,206
Stormwater-Related Revenues	\$26,443	\$30,410
TOTAL	\$5,620,567	\$6,074,073

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23 Oakpointe Response. Oakpointe anticipates a loss in City revenue of \$3,785,364 in year one and
24 \$4,089,373 in year two, or a total of \$7,874,737 for both years. In addition, the City would lose
25 an additional \$3,555 Million in the purchase of TDR's, or a total two year loss of \$11,339,737.

1 Oakpointe's estimated revenue losses are broken into the following categories (per year):

2	Land Use and	
	Permitting Fees:	\$1,672,800
3	Construction Sales Tax	\$589,570
	New Construction	
4	Property Tax	\$304,009
	MDRT City Staff	
5	Reimbursement	\$1,218,985
6	TOTAL	\$3,785,364

7 Oakpointe notes that lost property tax revenues would compound, resulting in an additional loss of \$304,009 in year two.

8 Oakpointe adds that the revenue losses would not stop at year two as any significant cessation in construction would result in a slow restart or, possibly, an end to development.

9 Public Comment. Friends disagrees with the position taken by City Staff and Oakpointe that all other types of development (commercial, school construction, subdivision approval, etc.) would have to stop and, therefore, there would be some revenues from development permitting fees, construction sales tax, new property tax, and MDRT staff reimbursement. Friends also points out that the current agreement between the City and Oakpointe imposes a six month "winding down" period during which Oakpointe must continue to fully fund MDRT staffing even if construction is placed on hold.

13 Hearing Examiner Comment.

14 The Hearing Examiner respectfully declines to make any comment regarding the effect of the trigger on other types of development (commercial, etc.) as this issue could come before the Hearing Examiner at a future date.

16 The Hearing Examiner notes that the City's list of revenue losses is the more comprehensive one but omits the purchase of TDR's (\$3,555 Million). With the additional loss of those purchases, the total loss of revenue to the City during year one could be more than \$9 Million. \

18 Question 2. Please identify in the City's budge which revenue sources would likely decline and estimate the potential scale of those declines.

20 Staff Response. Please see response to Question 1. The City adds that there would be an additional loss in year one of MDRT Reimbursement of more than \$1 Million, but that this lost revenue would be offset by the elimination of MDRT staff.

22 Oakpointe Response. Please see answer to Question 1. In addition to that answer, the following is a more detailed breakdown:

1	Community Development	
	Revenue	\$1,672,800
2	MDRT Funding Reimbursement	\$1,218,985
	MDRT Consultant Reimbursement	\$1,855,000
3	Sales Tax from Construction	\$589,570
	New Construction Property Tax	\$304,009
4	Utility Taxes (Combined)	\$557,686
	Real Estate Excise Tax	
5	(REET 1 and REET 2)	\$1,219,000

6 Public Comment. Revenue will not be lost but simply deferred, as construction will pick up again once the road is constructed.

7 Please note Friends earlier comments as to whether the trigger would stop all other types of construction. Please also note the Friends other comments regarding the wind down period for MDRT Funding.

9 Question 3. What are the expenses that could be reduced, and what is the potential scale of those changes?

11 Staff Response. The City would need to respond by reducing costs in the MDRT and Community Development departments. MDRT staff would need to be eliminated as its funding was eliminated, while Community Development staff would need to be reviewed and the number of staff modified to reflect ongoing development. Any reductions of staff would, of course, be subject to collective bargaining agreements and other protections afforded to staff.

14 Oakpointe Response. Any reduction in expense is greatly outweighed by the lost revenue. 57% of the City's current budget is predetermined by personnel costs. Reductions in personnel would invoke the various protections afforded these personnel.

16 MDRT-funded staffing would likely be eliminated - but so would the funding for these positions.

17 MDRT consultant reimbursement would also be eliminated but, again, so to would its funding.

18 Some portion of the Community Development Department could be downsized as fewer inspectors, technicians and review staff would be needed - but at the loss of key staff members.

19 The City's cost of legal services could be reduced due to less development, but could also be increased as a result of potential litigation resulting from various legal issues arising out of the stoppage.

21 Question 4. What indirect financial impacts could occur in departments outside of MDRT if development slows or stops?

23 Staff Response. As noted in response to Question 3, the Community Development Department would be significantly affected. In addition, the loss of sales tax, property tax and real estate excise tax would affect all departments and various proposed capital improvements. The loss of fire impact fees would affect the purchase of fire department equipment. The loss of school impact fees would have tremendous impact upon the School District.

1 Oakpointe Response. Commercial development throughout the City would be put on hold and
2 capital improvement projects funded by REET revenues would be delayed or discontinued. The
3 various contractors and subcontractors currently involved in Ten Trails would discontinue their
4 relationships with the City and look for work elsewhere; assessed values would likely become
5 stagnant or decline; and cuts in staff would need to be made across the board. Important
6 relationships, including with the Enumclaw School District, would be impaired.

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Question 5. How many City Staff positions are currently supported by development-related revenue?

Staff Response. The MDRT Department is currently supported by development-related revenue. Various other staff and consulting positions would need to be reviewed and reconsidered. At a minimum, there would be a sharp reduction in workload and, therefore, a need for a notable reduction in staff.

Oakpointe Response. Nine current staff positions, and the City Attorney, are either partially or entirely funded by development-related revenue. More specifically, the MDRT Director, MDRT Administrative Assistant, 2 City Inspectors, Finance Director, Public Work Director, Community Development Director, City Clerk and City Attorney are all or partially funded through development-related revenue, while additional assistance is provided the Information Technology Department. Less directly, development revenue supports the majority of the positions in the Community Development Department and other departments.

Question 6. If development slows significantly, what potential impacts could there be to City Staff such as layoffs, furlough days or loss of consultant support?

Staff Response. Please see the City's response to Questions 4 and 5. Layoffs, furloughs and consultant support will all be options the Council will need to consider in the event of significant revenue reductions.

Oakpointe Response. Please see Oakpointe's responses to Questions 4 and 5. Oakpointe concurs that the City would have these alternatives as options in the event of significant revenue loss.

Question 7. Which departments would be impacted both directly and indirectly? For example,

- Planning
- Permit technicians
- Engineering review (consultants)
- Building inspectors
- Legal review (consultants)

Staff Response. Community Development, MDRT, water and sewer fund, and REET - Supported Capital Programs would all be affected directly by any slowdown. In addition, fire services would be affected (including operational costs for the second fire stations), and the General Fund, Enterprise Funds and Street Funding would all be affected either through reduced sales tax or reduced real estate excise taxes (REET). The Enumclaw School District would also be significantly impacted through lost impact fees.

1 Oakpointe Response. To date, Ten Trails permit applications constitute 94% of building permits
2 sought. Thus, any slowdown would eliminate all or almost all current planning fees and reduce
3 the need for planning staff, permit technicians, engineering review including MDRT consultant
4 engineers, building inspectors, legal review and public works.

4 Question 8. What are the short- and long-term growth impacts to the City if permits were paused
5 in Ten Trails for an extended period of time?

5 Staff Response. On the short term, any growth would be limited to development outside of the
6 MPD of which there is relatively little currently. The long term consequences are largely
7 unknown as it is possible that the owners of Ten Trails would discontinue development if forced
8 to undergo a two year hiatus. The future development of approved plats, and the future platting
9 of currently undeveloped properties, could be sold to third parties and redeveloped. If the Ten
10 Trails development does not resume, the Pipeline Road, the proposed elementary school and
11 other proposed commercial development is unlikely to occur.

9 Oakpointe Response. In the short term (up to 24 months) there would be an immediate collapse
10 of multiple revenue streams for development fees, sales tax, MDRT reimbursement, property tax
11 and excise tax, as well as impact fees, collectively totaling many millions of dollars.
12 Additionally, there would be no additional purchases of TDR's resulting in the loss of several
13 more million dollars to the City. Most importantly, the elementary school would not be built.
14 Additionally, multiple capital improvement projects would not be funded and constructed.
15 Finally, the team of local contractors, subcontractors, consultants and experts connected to the
16 Ten Trails project would disband.

13 Over a 2 to 5-year period, proposed development of the commercial core would likely not occur
14 as the needed "rooftop counts" would not be met, resulting in reduced sales, utility and other
15 taxes. The City's growth would flatten.

15 In the long term (5+ years), the City's expected growth would likely not occur and the City's
16 planning would need to be reset. All forms of funding would be significantly lower and the City
17 would need to operate on greatly reduced revenues.

17 Question 9. Would a pause in residential permits pending completion of Pipeline Road affect the
18 timing of commercial construction or the City's expected sales tax revenue from that commercial
19 area?

19 Staff Response. Yes. Once the 1,746th dwelling unit trigger is reached, no more permits may be
20 issued, including commercial permits.

21 Oakpointe Response. Oakpointe concurs with the City's response. In addition, Oakpointe notes
22 that planned commercial development that is prevented from going forward by the delay is
23 unlikely to return once the delay is over. Instead, commercial development is likely to respond
24 to any delay by considering construction elsewhere.

23 Hearing Examiner Comment. It is important for the City Council to recognize that the City's
24 opinion that the triggering event would stop all other development is being made by City Staff
25 and not the City Attorney. The City Council should rely upon its City Attorney for legal advice
on this question, not the City Staff.

1 Question 10. Which impact fees would be delayed or reduced if development activity slows?

- 2 ● School Mitigation Fees
- 3 ● Fire Impact Fees

4 Staff Response. School impact fees currently measured at \$12,453 per single-family home and \$4,003 for multi-family home. Fire impact fees of \$3,000 per home.

5 Oakpointe Response. Oakpointe agrees with the City's response but adds that any delay or reduction in school impact fees would preclude construction of the Ten Trails elementary school.

6 Public Comment. The City will not lose any impact fees. Rather, they will simply be delayed as construction is briefly delayed. These fees will ultimately be available to fund City operations.

8 Question 11. Could slowing development affect the timing or funding of other City capital projects?

9 Staff Response. Yes.

- 11 1. Although the new elementary school is not a city-funded capital project, any pause in MPD buildout will prevent construction of the new school from going forward.
- 12 2. A reduction in real estate excise tax (REET 1 and 2) will affect the funding of the public works projects, with \$1.2 Million in 2026 capital projects budgeted on REET revenues. More broadly, any slowdown could require the City to reevaluate all capital improvement projects, especially those that are intended to be constructed in a coordinated manner with development.

13 Oakpointe Response. Yes. The City's five-year capital improvement plan is premised on continued development of Ten Trails as well as Lawson Hills. Any delay in their development affects all capital funding. Currently, there is \$75.1 Million in developer-funded capital improvement projects proposed for the City including streets, sewer lines, water infrastructure and the Pipeline Road, all funded directly by Oakpointe and contingent on continued development. Any halt in permitting will collapse this capital improvement program as the City is without any other funding source for these improvements.

14 The City is currently generating approximately \$1.2 Million annually in REET 1 and REET 2 taxes, all of which are used for capital improvement projects, and with no alternate source for the funding of these projects if REET revenues decline.

15 A loss of impact fees would preclude development of the elementary school, while loss of fire impact fees would affect operations at the fire stations.

16 Beginning in 2026, the City is transferring 25% of its construction-related sales tax revenue into capital improvement projects including the new City Hall. Halting construction will eliminate the stream of construction sales tax thus precluding the transfer of these funds for capital projects including City Hall.

17 In summary, all of the City's current capital improvement planning is directly related to ongoing development, and all planned capital improvement projects will need to be halted.

1 Public Comment. Oakpointe is currently behind in some of its promised capital improvements.
2 A pause in construction will allow time for Oakpointe to catch up on its required capital projects.

3 Question 12. When would any significant maintenance costs for Pipeline Road begin for the city,
4 and what are the cost estimates? How has the city financially planned and prepared to cover
5 these maintenance costs?

6 Staff Response. Maintenance for Pipeline Road would begin as soon as it was accepted by the
7 City. Relatively little maintenance costs would be incurred early on but would increase over
8 time. Estimated costs include:

- 9 ● Annual maintenance for signs, litter collection, cleaning, etc. - \$3,000 per year.
- 10 ● Year 10 \$38,000 for crack sealing.;
- 11 ● Year 11 and beyond - \$5,000 per year for pavement repairs.
- 12 ● Year 15 to Year 20 - New overlay at approximately \$2.6 Million.
- 13 ● Miscellaneous additional periodic costs for culverts and other maintenance,
14 estimated at \$5,000 per event.
- 15 ● Roadway maintenance is incorporated into the City's Transportation Improvement
16 Program (TIP) which is updated annually to reflect new roads and other projects.

17 Oakpointe Response. The City's responsibility for maintenance would begin as soon as the road
18 was accepted by the City. Early on, maintenance would be relatively minor and include surface
19 maintenance, crack sealing, patching holes and repainting markings. Occasional stormwater
20 drainage maintenance would also be required. Some seasonal maintenance would likely be
21 required including cleaning, snow removal, etc. City roads are on a 20-year lifecycle for major
22 road maintenance and thus the road would likely be resurfaced in approximately 20 years. Any
23 delay in construction would, of course, delay the time of these repairs.

24 Question 13. This application was deemed complete on March 4, 2025, but the public hearing
25 did not occur until December 15, 2025. What factors contributed to that timeline?

Staff Response. Once the application is deemed complete, a public notice is issued allowing for
a 14-day public comment period. Following that comment period, the application is then routed
to all relevant departments and agencies including traffic engineering review. The City's traffic
consultant is asked to review the traffic information submitted with the application, compile all
existing traffic information prepared for previous MPD activities, and provide comment. At the
same time, City Staff is reviewing the application for potential environmental impacts as
required by SEPA.

Once the City Staff and its consultants have conducted these reviews, the matter is coordinated
with the Hearing Examiner's schedule for a public hearing, with at least 14 days notice to the
public. In total, approximately one month was devoted to public notice periods while the
remainder of the time consisted of project review by the City and its consultants.

Oakpointe Response. Oakpointe feels that the City Staff did not timely issue notice of the
application; did not timely perform environmental review; and did not timely schedule the
requisite public hearing. Oakpointe complained about the delays during MDRT meetings.

1 Question 14a. What recent (2025–2026) structural engineering studies have been performed to
2 prove the Rock Creek Bridge can safely handle the projected heavy-vehicle traffic for another
3 1,100+ units of growth?

3 Staff Response. The bridge is subject to routine inspection and maintenance following
4 established protocols with inspections provided by King County. The bridge was recently
5 repaired, and the repairs were accepted by the Council on September 5, 2024. The bridge
6 continues to be monitored through a combination of inspections every four years and sounding
7 inspections every two years. There are no currently identified structural deficiencies or load
8 restrictions.

6 Oakpointe Response. In 2012, the City's engineering expert conducted a load rating for the
7 bridge. In 2017, as part of installation of water mains, the bridge deck was exposed and
8 inspected and found to be in good condition. At that time, the structural engineers with David
9 Evans & Associates, concluded an analysis of the loading caused by the installation of the water
10 lines. This analysis concluded that, if anything, the water mains actually reduced the overall
11 loading on the bridge, effectively increasing its available capacity.

10 The bridge has regularly been inspected by WSDOT. These inspections are of public record and
11 indicate that no significant deterioration in overall structural condition has been detected.

11 In February, 2023, Parametrix again inspected the bridge and recommended a series of repairs in
12 a technical memorandum. Parametrix concluded that there were "no signs of major distress such
13 as large cracks or settlement", but repairs were recommended for some minor defects. The
14 required repair work was undertaken and the City Council accepted the work in September 2024.

14 Question 14b. Emergency Access Risks: In the event of a structural failure or required
15 emergency maintenance on the Rock Creek Bridge, what is the contingency plan for traffic flow
16 if Pipeline Road has not yet been built?

16 Staff Response. A structural failure of this nature is highly unlikely especially given the recent
17 repairs and ongoing inspection program. In the event of any emergency, however, the City
18 would implement standard emergency responses and temporary traffic control measures,
19 including needed detours, and would coordinate with police, fire and the school district.

18 Oakpointe Response. The bridge is structurally sound and any closure due to structural failure is
19 extremely low. In the event of a needed road closure, the City will implement a contingency
20 plan similar to what is currently implemented for other road construction closures.

20 Question 15. The Fire and police departments both have stated that delaying Pipeline Road will
21 affect response times. Why does the City feel this is not accurate?

22 Staff Response. Please refer to the discussion of this issue in the Hearing Examiner's earlier
23 decision. As explained in traffic analyses undertaken by both the City and Oakpointe, the City
24 requires road works to be designed to an LOS C standard. Traffic analyses indicate that
25 emergency response times are not expected to be delayed. Further, emergency vehicles are
equipped with sirens and flashing lights and may avoid any traffic disruptions and delays by
proceeding past stop signs or signals, exceeding speed limits, and driving in the opposing lane.

1 Oakpointe Response. The existing road system is designed for redundancy and has sufficient
2 capacity to carry all existing and predicted traffic flow now and into the future. It also has
3 multiple features to assist emergency vehicles to promptly reach their destination all as discussed
4 in the report prepared by Transpo (Exhibit 23 to the earlier Hearing Examiner hearing).
5 Oakpointe joins in the City's response that emergency vehicles are authorized by law to avoid
6 traffic disruptions and delays by ignoring stop signs, exceeding speed limits and driving in the
7 opposite lane.

8 Question 16. The city owns the Jones Lake sewer lift station, which has limited capacity. The
9 city has a contract with King County Metro to maintain this station through 2036. If King
10 County does not continue this contract beyond 2036, can the city of Black Diamond consider the
11 impact on its rate payers?

12 Staff Response. If King County does not continue to maintain the lift station, the City would
13 need to maintain it.

14 Oakpointe Response. Oakpointe respectfully declines to address this question as it is unrelated
15 to its obligation to construct the Pipeline Road.

16 Question 17. Since Pipeline Road was originally required at the earlier unit threshold specifically
17 to mitigate traffic impacts on Roberts Drive and the SR-169 corridor, what has changed in the
18 underlying assumptions that now makes it appropriate to delay that infrastructure by more than
19 1,100 additional homes?

20 Staff Response. The change has occurred in underlying traffic analyses and what those analyses
21 have observed. The City completed a traffic analysis in 2023-2024 utilizing new turning
22 movement counts, updated trip generation rates, revised development phasing, and the City's
23 latest travel demand model. This updated analysis demonstrates: (1) that the Morgan
24 Street/Roberts Drive intersection, previously the controlling constraint, has now been improved
25 with a signal and operates at LOS B; and (2) as a result, the next intersection projected to fall
below the accepted LOS C standard shifts to the Lake Sawyer Road/Roberts Drive intersection,
but this will occur at a later stage of development.

Modeling has demonstrated that the LOS standard is maintained even if Pipeline Road is delayed
by 1,100 additional units. Updated analyses demonstrate that the transportation system can
accommodate additional development while still meeting the City's higher LOS standard.

In practical terms, what has changed is a demonstrated shift in where traffic impacts are
occurring.

Oakpointe Response. The original construction threshold for Pipeline Road is based upon the
environmental analysis found in the original EIS in 2009. Many conditions have since changed.
Most notably, in the Pipeline Road sensitivity analysis by Parametrix in July 2023, it was
demonstrated that changing conditions supported shifting the threshold date to the 2,866th
dwelling unit based upon: (1) updated turning movements; (2) the most recent ITE Trip
Generation Rates; (3) updates to trip distribution based upon the most recent travel demand
modeling; and (4) the July 2022 updated MPD Implementation Schedule.

1 Recent traffic analyses demonstrates:

2 (1) Background growth (that is, ancillary growth not associated with construction of the
3 MPD) has been less than what was originally assumed;

4 (2) The ITE Trip Generation Manual has been updated and more recent traffic analyses
5 have relied upon the updated manual which results in an overall decrease in the number of peak
6 hour trips as compared to the 2009 analysis;

7 (3) The City's most recent travel demand model is based upon the approved regional
8 model that takes into consideration changes in land use and development trends throughout the
9 region. This model indicates that more traffic will travel to and from the west and less traffic will
10 travel to and from the north as compared to the 2009 model. These changes directly impact the
11 timing of Pipeline Road; and

12 (4) The updated implementation schedule incorporates the most up to date timing and
13 scope of proposed development year by year as compared to what was estimated in 2009.

14
15 Question 18. If the purpose of Pipeline Road was to relieve traffic pressure on Roberts Drive and
16 SR-169, what analysis demonstrates that delaying its construction will not create the very
17 impacts the original requirement was designed to prevent?

18 Staff Response. As explained in the previous response, the purpose of Pipeline Road is to
19 maintain an acceptable Level of Service (LOS) on Roberts Drive and surrounding streets.
20 "Traffic pressure" is measured by LOS. The 2023 Sensitivity Analysis demonstrates that LOS at
21 key intersections is maintained through at least 2,866 units without the Pipeline Road, and that
22 the first deficiency does not occur until later at the Lake Sawyer/Roberts Drive intersection. It is
23 important to remember that this is based upon the City's higher LOS standard of LOS C, whereas
24 most nearby communities accept a lower standard of LOS D or E. This means that the City is
25 applying an even higher bar for acceptable traffic conditions than other cities and that, even at
this higher standard, the system will continue to perform adequately.

Oakpointe Response. As noted above, the City's transportation expert, Parametrix, carefully
evaluated whether moving the construction date would result in impacts to Roberts Drive and SR
169 and concluded that it would not. The Parametrix analysis evaluated intersections along
Roberts Drive to determine the impacts of delaying construction of Pipeline Road. Its analysis
showed that "if the improvements planned for the intersection of Morgan Street/Roberts Drive
are constructed by 2024, Pipeline Road does not need to be constructed and opened until after
the 2,866th dwelling unit is constructed." The signal at Roberts Drive/Morgan Street has been
installed. All other intersections analyzed in the study will continue to operate acceptably at least
until the 2,866th dwelling unit threshold.

20 Question 19. If Pipeline Road is not constructed until 2,866 homes, what transportation
21 improvements will be in place to ensure Roberts Drive and the SR-169 corridor can safely
22 handle the additional traffic during that period?

23 Staff Response. Please see answers to Questions 17 and 18. The controlling factor is the LOS at
24 important intersections, and the analysis shows that LOS will be maintained through this period.
25 That performance will be aided by other improvements already constructed or being constructed
along the Roberts Drive corridor including: the roundabout at SR-169/Roberts Drive; the
roundabout at Lake Sawyer Road/Roberts Drive; and the signal at Morgan Street/Roberts Drive.
These improvements address earlier LOS constraints and allow the corridor to continue to
operate at the required standard.

1 Because these improvements maintain LOS within the City's adopted standard, no additional
improvements are required during the interim period.

2 Oakpointe Response. Other traffic improvements in place include: (1) the signal at the Roberts
3 Drive/Morgan Street intersection; and (2) the roundabouts at SR-169/Roberts Drive, Roberts
4 Drive/Ten Trails Parkway, and Roberts Drive/Lake Sawyer Road. Combined with previous
5 impairments at Roberts Drive/Ten Trails Parkway and Roberts Drive/Lake Sawyer Road,
intersection improvements have been completed at four intersections along Roberts Drive that
mitigate impacts of the MPD.

6 Question 20. If traffic conditions begin to degrade beyond the assumptions used in the City's
7 traffic modeling, how would the City identify that change?

8 Staff Response. The City requires updated traffic studies with each development application
9 which evaluate whether LOS at the study intersections will fall below the City's adopted standard
of LOS C. This ensures that prior assumptions are continually validated against current
conditions and updated projections.

10 Oakpointe Response. The traffic mitigation obligations of the MPD Permit and the DA require
11 that Oakpointe construct needed improvements at the point in time they are required to maintain
the City's Level of Service standard. Exhibit F of the DA requires that a Traffic Monitoring
12 Report (TMR) is prepared for each MPD phase and at the midpoint of each phase. The TMR's
help confirm that improvements previously identified as still sufficient in scope and timing, or
13 identify new improvements as necessary to meet City LOS standards. In addition, annual traffic
counts are conducted each year which disclose the current traffic volumes along Roberts Drive to
help identify significant changes in traffic.

14
15 Question 21. Once such conditions are identified, what is the typical timeline for conducting a
supplemental traffic analysis or study?

16 Staff Response. Analysis occurs as part of each project review (that is, each preliminary plat or
17 site plan). Any LOS degradation is identified and mitigated on a project-by-project basis. If the
required traffic studies show a degradation of LOS below the City standard, the City will not
authorize or approve construction unless the impacts are adequately mitigated.

18 Oakpointe Response. There is no reactive timeline. Instead, development is set up to
19 proactively ensure that Oakpointe completes construction of all necessary transportation
mitigation *before* Level of Service falls below LOS C. The DA is structured to regularly assess
20 traffic conditions. The traffic mitigation obligations of the DA mandate that Oakpointe construct
needed improvements at the point in time they are required to maintain LOS. As noted in
21 response to Question 20, a Traffic Monitoring Report (TMR) is prepared for each MPD phase
and at the midpoint of each phase. These TMR's confirm whether improvements previously
22 identified are still sufficient in scope and timing, while annual traffic counts are conducted each
year to confirm current traffic volumes along Roberts Drive. The next planned TMR is expected
23 in 2029.

1 Question 22. After a traffic analysis is completed, what is the typical timeline for the City to
2 determine and implement any required mitigation measures?

3 Staff Response. Mitigation is identified through each project's review based on the required
4 traffic analysis, and is determined prior to project approval if the traffic analysis demonstrates
5 that LOS standards will be affected. Any required improvements are imposed as conditions of
6 approval and must be constructed or financially secured before final approval or occupancy.
7 This ensures that impacts are addressed concurrently with development, rather than after the
8 development.

9 Oakpointe Response. Again, there is no reactive timeline. Instead, the MPD permit and the DA
10 are setup proactively to ensure that Oakpointe completes constructions of all necessary
11 transportation mitigation *before* service falls below LOS C. Construction timing of
12 improvements depends upon the scope and number of agencies associated with the review and
13 approval. As part of the DA, the City is committed to prompt permit review so that Oakpointe
14 can timely build infrastructure in the City but acknowledges that projects requiring permitting
15 review from another jurisdiction (such as WSDOT) the timeline may be longer.

16 Question 23. From the point at which traffic degradation is first observed to the point where
17 mitigation decisions can be made, what is the typical timeframe for that process?

18 Staff Response. Please refer to our response to Question 22. Potential LOS degradation is
19 identified through the required traffic study submitted with each new development application.
20 These studies evaluate whether LOS at study intersections will fall below the City's adopted
21 standards. This analysis occurs during each permit review and any necessary mitigation is
22 identified and required as a condition of approval to ensure that impacts are addressed before
23 they occur. This timeframe is therefore aligned with the project review process and evaluates
24 traffic impacts concurrently with development.

25 Oakpointe Response. Please see our response to Question 22. Again, the process is not reactive
but rather proactive and is intended to assure new infrastructure is constructed before LOS drops
below City standards. This can mean immediate construction of new infrastructure, or determine
that the infrastructure is not needed to be constructed for years. The only time that infrastructure
construction might be delayed is when the permitted process depends upon third party
review/permitting (such as WSDOT).

Question 24. In addition to annual LOS monitoring, what other mechanisms or triggers could
prompt the City to conduct additional traffic analysis?

Staff Response. The City does not have a standalone LOS monitoring program. Rather, traffic
conditions are evaluated through required traffic studies with each MPD implementing project as
well as midpoint monitoring, all provided for under the Development Agreement. The DA also
provides for City authority to require mitigation for any newly identified deficiencies. Further,
the City may conduct additional traffic evaluations as needed.

1 Oakpointe Response. In addition to any City annual monitoring, WSDOT conducts studies on
2 the SR-169 corridor as part of its review process for any improvements to SR-169. These studies
3 are made available to the City and provide it an opportunity to further monitor conditions. In
4 addition, supplemental traffic analysis reports are provided to the City as requested in order to
5 evaluate transportation-related impacts of proposed major amendments to the DA, or proposed
6 changes to the scope or timeline for required improvements.

7
8
9
10
11 Question 25. What traffic impacts are projected between the 1,746-unit threshold and the
12 proposed 2,866-unit threshold?

13 Staff Response. The City acknowledges that there will be additional traffic on Roberts Drive
14 but that existing intersection controls are projected to accommodate this growth while
15 maintaining the required LOS standard through the 2,866th unit. Roberts Drive is classified as a
16 Minor Arterial and is designed to carry between 5,000 to 15,000 average daily trips, and recent
17 traffic counts demonstrate that volumes are less than 6,000 daily trips - well within the allowed
18 range. The Hearing Examiner has confirmed that the City's recent traffic analyses are properly
19 done and demonstrate that deferring construction of the Pipeline Road will not adversely affect
20 LOS along Roberts Drive.

21 Oakpointe Response. No new traffic impacts are projected during this time. The 2023 Pipeline
22 Road Sensity Analysis undertaken by Parametrix concludes that all intersections will operate
23 within the City's allowed LOS standard up until at least 2,866 units are permitted.

24 It is important to recognize that even if construction of the Pipeline Road is pushed out to 2,866
25 units, the Transportation Monitoring Program in the DA has identified several improvements in
the area to be constructed in order to address known impacts to the broader transportation
network. Permitting is currently underway for the Southeast Auburn Black Diamond
Road/218th, and SR-169/Baker and SR-169/Lawson intersections. All three of these locations
involve review from other agencies. Please see page 20 of Oakpointe's response for a fuller
listing of all current and forthcoming projects in the region and their commencement trigger.

16 Public Comment. WSDOT is about to begin a fish passage barrier removal project along SR-
17 169 between Roberts Drive and the new north roundabout at the future Pipeline Road
18 intersection. Culvert replacement work along SR-169 could continue for up to two years. The
19 new Pipeline Road would have been the obvious means of redirecting traffic away from the
20 construction work and the burdens it will impose on the area's street system.

21 Question 26. What are the realistic impacts to traffic on Roberts Drive as construction of Pipeline
22 Road is delayed? Specifically, please realistically assess how the growth of residential and
23 commercial properties, and related construction, result in additional traffic (including large
24 construction vehicles) that have a significant and increasing negative impact on Roberts Drive.
25 What interim traffic mitigation measures could be implemented to address congestion or safety
concerns along Roberts Drive and surrounding corridors while Pipeline Road is delayed?

23 Staff Response. As previously noted, the City acknowledges that there will be incremental
24 increases in traffic on Roberts Drive including some construction-related traffic. This could
25 result in slightly longer peak hour delays; more turning movements at key intersections; and
temporary impacts from construction vehicles. Nonetheless, the traffic analysis shows that all
study intersections will continue to operate within the City's LOS standards. Even so, the City
has available tools to address any localized safety or operational concerns including:

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- Enhanced crosswalk treatments (flashing beacons).
- Signal timing adjustments or intersection control refinements.
- Traffic calming on local/residential streets.
- Enhanced law enforcement and operational measures.

Oakpointe Response. Although there may be additional traffic on Roberts Drive, there will be no *new impacts* to traffic as demonstrated in the 2023 study by Parametrix. That is, any increase in traffic will not affect LOS due to other improvements having been made. Intersections in the study area will continue to operate acceptably. Further, permitting and construction of additional intersection improvement is underway at Southeast Auburn Black Diamond Road/218th, and SR-169/Baker and SR-169/Lawson intersections. As a result, no other interim mitigation measures are needed.

Importantly, and as to heavier construction traffic, Oakpointe has applied for an Emergency Vehicle Access (EVA) coextensive with the planned future South Connector across the southern portion of Ten Trails. As a condition of the Major Amendment, Oakpointe agrees that once constructed that EVA will also be used for Oakpointe's general contractors construction vehicles and its subcontractors. This will shift the heaviest construction traffic to the South Connector. This proposed condition is included in Oakpointe's response.

Question 27. Given the recent planning to build the Ten Trails Elementary school, was this impact fully assessed in the prior traffic studies? Was all the commercial development currently planned also addressed in the traffic studies? If these recent developments were not included, how could traffic study numbers be updated to determine the impact?

Staff Response. The 2023 Sensitivity Analysis included assumptions for retail, office and school development including the Ten Trails Elementary School. The analysis also incorporated background growth in and outside the City by utilizing an annual growth rate based on the City's updated travel demand model. If any future development differs materially from these assumptions, the City will require updated traffic studies and appropriate mitigation to confirm LOS compliance.

Oakpointe Response. Yes, the Ten Trails Elementary School and all commercial development traffic impacts are included in all previous traffic studies including the 2023 Pipeline Road analysis. Attachment A to the 2023 Pipeline Road study shows the assumed timing of development within Ten Trails and Lawson Hills MPD's including residential, retail, office and school uses by each analysis year. The study concludes that Roberts Drive will continue to operate at LOS C assuming a 600 student elementary school, 325,000 square feet of retail space and 70,000 square feet of office space along with all assumed residential uses.

Question 28. How does delaying Pipeline Road align with the City's transportation concurrency requirements and long-term transportation improvement planning?

Staff Response. Please refer to our answers to Questions 17 and 18. Concurrency is measured by Level of Service. As our previous answers have explained, the most recent traffic analyses demonstrate that study intersections are forecast to remain within the City's LOS standards through the 2,866th unit threshold. As a result, delaying Pipeline Road remains consistent with the City's concurrency requirements.

1 Oakpointe Response. Moving the completion threshold for Pipeline Road aligns perfectly with
2 the City's transportation concurrency requirements and long-term transportation movement
3 planning. Oakpointe is obligated to construct transportation infrastructure before LOS drops
4 below the City standard. As explained in previous responses, Roberts Drive will not drop below
5 LOS C until at least the 2,866th dwelling unit in Ten Trails. In addition, the City's Capital
6 Improvement Plan 2026 to 2031 shows construction of Pipeline Road in 2029, not 2026. This
7 coincides with the anticipated 2,866th dwelling unit within Ten Trails.

8 Question 29. Does the existing Environmental Impact Statement still adequately analyze traffic
9 and infrastructure impacts if Pipeline Road construction is delayed by more than 1,100 additional
10 homes? If so, what are the findings?

11 Staff Response. The original environmental review evaluated transportation impacts of MPD
12 buildout while later traffic work updated that analysis using current counts, current phasing and
13 the City's updated model. This updated analysis confirms that delaying Pipeline Road does not
14 create new unmitigated traffic impacts before the 2,866th unit threshold.

15 Oakpointe Response. Yes, the existing EIS still adequately analyzes traffic and infrastructure
16 impacts if Pipeline Road Construction completion is delayed. The EIS traffic analysis is set forth
17 in the 2009 TTR. It evaluates full buildout conditions of Ten Trails and Lawson Hills MPD's
18 and establishes the full scope of improvements needed to assure sufficient traffic operations
19 through full buildout of both MPD's. While the 2009 TTR identified which intersections would
20 require improvements and when new roadways would be needed, the timing and scope of these
21 improvements was intended to be continually reevaluated as part of ongoing monitoring as the
22 MPD's are constructed. This monitoring is conducted by means of the required TMR's
23 supplemented by sensitivity analyses such as the 2023 Pipeline Road study. Collectively, these
24 studies continue to assume that movements identified in the 2009 TTR and required in the DA
25 will be completed but also assures that the scope and timing of each improvements will align
with updated traffic analyses. Please see our response to Question 17.

16 Question 30. Has updated traffic modeling been conducted to determine how delaying Pipeline
17 Road will impact traffic volumes on Roberts Drive, Lake Sawyer Road, and SR-169? If so, what
18 are the findings?

19 Staff Response. Yes, the 2023 updated analysis evaluated these intersections. The analysis
20 shows that all four intersections will operate within LOS standards to approximately 2,866 units.

21 Oakpointe Response. Yes, the Pipeline Road study included evaluation of these intersections
22 and states that "if the improvements planned for the intersection of Morgan Street/Roberts Drive
23 are constructed by 2024, Pipeline Road does not need to be constructed and opened until after
24 the 2,866th dwelling unit is constructed." The listed intersections were shown to continue to
25 operate acceptably at least up until the 2,866th threshold.

23 Question 31. Has the City or WSDOT evaluated whether delaying Pipeline Road will increase
24 traffic loads across the Rock Creek Bridge and SR-169 corridor?
The original environmental review evaluated the transportation

1 Staff Response. Traffic analyses evaluate intersection operations and Level of Service. The
2 2023 analysis demonstrates that the SR-169/Roberts Drive intersection will operate at LOS A
3 through 2027. From a traffic operation standpoint, delaying Pipeline Road does not create a
4 capacity or LOS deficiency problem at SR-169/Roberts Drive within the study timeframe.

5 As previously discussed in response to Question 14, Rock Creek Bridge is subject to ongoing
6 inspection and maintenance, has recently been repaired, and currently has no identified structural
7 deficiencies or load restrictions.

8 Oakpointe Response. Yes, the 2023 Pipeline Road Study included evaluation of the level of
9 traffic. Whether or not Pipeline Road is built will not have a significant impact on the overall
10 distribution of traffic to and from the MPD's. Overall, the same level of traffic is expected to
11 travel along the SR-169 corridor whether Pipeline Road is constructed or not. The addition of
12 Pipeline Road merely provides a supplemental way for drivers to access SR-169, and the impacts
13 of delaying construction are isolated to the intersection of SR-169/Roberts Drive. As shown in
14 the 2023 Pipeline Study, this intersection will continue to operate acceptably up to the 2,866th
15 dwelling unit.

16 Rock Creek Bridge is part of the Roberts Drive corridor. The 2023 Pipeline Road Study includes
17 it in its analysis and finds that it will continue to operate acceptably up to the 2,866th dwelling
18 unit.

19 Question 32. Could additional traffic volumes create capacity or safety concerns at SR-169
20 intersections before Pipeline Road is constructed?

21 Staff Response. No, not from a LOS or capacity standpoint. The SR-169/Roberts Drive
22 intersection is forecast to operate at LOS A through 2027, or well within the applicable
23 standards. Nonetheless, if localized concerns arise they can be addressed through targeted
24 operational and safety improvements as previously discussed.

25 Oakpointe Response. No. With respect to SR-169, the impacts to delaying construction would
be isolated to the intersection of SR-169/Roberts Drive. A roundabout has already been
constructed at this intersection and it will continue to operate acceptably up to the 2,866th
dwelling unit.

Question 33. Are any improvements or mitigation measures required if traffic increases on
Roberts Drive or SR-169 due to the delay in constructing Pipeline Road?

Staff Response. No, not based on the updated Sensitivity Analysis. As discussed in response to
Question 17, 18 and 30, all study intersections are forecast to remain within the appropriate LOS
standards so no additional system-level mitigation is intended as being needed. Even so, the City
still retains authority to require project-level traffic analysis and mitigation if future development
applications demonstrate the LOS will fall below acceptable standards.

Oakpointe Response. No, there are no improvements or mitigation measures required. As noted
in previous responses, the improvements already constructed in the study area are sufficient to
mitigate the impacts of delaying construction of Pipeline Road until at least the identified
2,866th dwelling unit as fully documented in the Parametrix 2023 Pipeline Road Study.

1 Nonetheless, Oakpointe acknowledges the ongoing concerns of area residents, particularly
2 concerns regarding pedestrian safety. Oakpointe is therefore willing to complete the planned -
3 and currently unfunded - new crosswalk at Bruckner's Way and Roberts Drive, currently
4 identified as CIP Project T24. Oakpointe proposes this as a condition of the Major Amendment.

4 Question 34. What are the City's and Oakpointe's legal interpretation of the Development
5 Agreement regarding the Pipeline Road construction trigger? Specifically:

5 a. If the 1,746-dwelling-unit threshold were reached and Pipeline Road had not been
6 constructed, what categories of permits would the City be required to pause?

7 b. Would this interpretation apply to all implementing permits within the MPD-
8 including residential building permits, commercial construction permits, school construction
9 permits, subdivision approvals, and site development permits- or only to residential dwelling-
10 unit permits?

9 c. Which specific provisions of the Development Agreement, municipal code, or
10 other governing documents support this interpretation?

11 Staff Response. All types of permits for development within the MPD would generate
12 additional PM peak hour trips. The DA prohibits all new construction that would generate new
13 PM peak hour trips, thus, all new school, commercial and residential construction would be
14 prohibited, although preliminary plats, short plats, final plats, binding site plans and site plan
15 reviews could continue as none of these entitle the property owner to engage in construction.

16 More specifically, the Preliminary Plat for Phase B, Plat A (Mountain View) notes that
17 additional building permits may be precluded.

18 City Staff believes that the key section of the Municipal Code, BDMC 18.98.090, makes clear
19 that "all" MPD property owners and their successor must develop "in accordance with" the MPD
20 conditions of approval and Development Agreement. This section also expressly states that the
21 DA conditions of approval must be in place prior to "any subsequent implementing permits or
22 approvals". No distinction is made between residential, commercial, public (school) or other
23 types of permits. The Enumclaw School District and commercial property developers are bound
24 by the obligations of the developer and must also ensure that all applicable MPD permit
25 conditions and mitigation requirements are satisfied.

26 Reading the requirements of BDMC 18.98.090 in conjunction with Section 6.4.3 of the DA, no
27 implementing permits or approvals within the MPD boundaries may be issued if Pipeline Road is
28 not completed. The City has consistently maintained this legal standard throughout buildout, and
29 notices found on the face of plats is consistent with this interpretation.

30 Oakpointe Response. All new building permits for any type of construction in Ten Trails will
31 be halted:

32 1. Section 14 of the DA requires that every "implementing project" must be
33 "consistent" with the DA and the MPD permit approval. Implementing projects include all land
34 use permits, including subdivisions and site plans. Implementing projects also include all
35 construction permits, including all building permits of every kind, and all utility permits for

1 utilities and streets. If the threshold number is not amended, then every new single permit
2 application will not be consistent with the DA, and the City would be violating the mitigation
requirements of the DA if it issued any new building permits.

3 2. BDMC 17.15.020 and 17.20.060 require both preliminary plats and final plats to
4 be consistent with the "approved MPD, the MPD conditions of approval, the MPD design
5 standards, and the MPD Development Agreement." This means that new plats cannot be
approved if Pipeline Road is not complete and opened to traffic as plat approval would be
inconsistent with the terms of the DA.

6 3. RCW 19.27.095 requires that every building permit application demonstrate that
7 it is on a legally created parcel. All development and construction must be consistent with the
8 applicable requirements of the MPD Development Agreement, MPD design standards and
9 mitigation requirements. This means that new building permits for homes, commercial
development, schools in each plat cannot be approved once the threshold is reached because the
building permit approval would be inconsistent with the terms of the DA and the approved MPD
statement on the face of each final plat. This applies equally to all types of use.

10 **Public Comment.** Friends disagrees with the interpretation by City Staff and Oakpointe and
11 does not believe that the 1,746th dwelling unit threshold impacts any development other than
residential development.

12 Hearing Examiner Response: The Hearing Examiner reminds the City Council that the City's
13 interpretation is provided by City Staff, not the City Attorney. The Hearing Examiner strongly
14 recommends to the City Council that it rely on its City Attorney for all legal interpretations. The
Hearing Examiner further reminds the Council that it is entitled to confidential discussions with
its City Attorney regarding such issues, and encourage it to engage in such discussions to ensure
that the City Attorney's interpretation is consistent with Staff's.

15 The Hearing Examiner respectfully declines to answer this question as it is a matter which may
16 come before the Hearing Examiner at a future date and, therefore, any response could be
regarded as prejudging this issue.

17 Question 35. Would approving this amendment set precedent for future infrastructure delays in
18 the MPD?

19 **Staff Response.** No, the Development Agreement cannot be amended without City approval
20 through the procedures set forth in the Agreement. Approving one amendment does not create a
right to approve any future amendments.

21 **Oakpointe Response.** No. Section 6.4.3 of the DA is the only language controlling the timing
22 of Pipeline Road. All other provisions of the MPD and the DA require Oakpointe to buildout the
23 City's road system so as to not allow the City's LOS to drop below acceptable standards. All
24 required transportation improvements are to be built per the timings set forth in Exhibit F to the
25 DA. This schedule is expressly intended to allow adjustments in the timing for construction of
new transportation infrastructure in order to assure that LOS is maintained. Proactive timing for
all transportation mitigation is set by the transportation monitoring that is ongoing and constantly
updated. Transportation mitigation is required to be constructed to ensure that the City's LOS
never drops below LOS C for City intersection.

1 Public Comment. Yes. This amendment further enables Oakpointe to delay its responsibilities.

2 II. Questions for the Master Developer (Oakpointe)

3 A. MPD Construction Status and Timelines

4
5 Question 36. What is the current number of approved building permits in Ten Trails? The Hearing Examiner's report referenced approximately 1,600 homes— is that still accurate?

6 Staff Response. Please note that City Staff regards all remaining questions to be addressed to either the Developer or the School District and therefore does not provide responses.

7
8 Oakpointe Response. Ten Trails is currently at 1,704 permitted dwelling units. An additional 35 building permit applications have been submitted but not yet approved. Oakpointe anticipates that within the next six months an additional 185 building permit applications for new homes
9 will be submitted.

10 Question 37. Please provide the number of residential dwelling units permitted or constructed in Ten Trails for each of the past five years.

11 Oakpointe Response.

12

2026 year to date	35
2025	282
2024	90
2023	74
2022	140
2021	264

13
14
15
16

Time Period	Number of Permits	Average Month
Last 6 months	265	44
Last 12 months	280	23
Last 24 months	378	16
Last 36 months	453	13
Last 48 months	592	12

17
18
19

20 Question 38. What is your estimated timeline to reach:

- 21
- 1,746 homes (the current trigger)
 - 2,866 homes (the proposed trigger)?
- 22

23 Oakpointe Response. Ten Trails is currently at 1,704 permitted dwelling units, or just 42 units from the current threshold. Given that 35 additional building permits are already applied for, the threshold will be reached in less than 2 months or before the end of May 2026.

24 The permit for the 2,866th dwelling unit is expected to be approved in early 2029.

1 Question 39. Please provide projected residential construction in Ten Trails by year for the next
2 five to seven years.

3 ● Based on those projections, in approximately what year is the 2,866-unit threshold
4 expected to be reached? How was the new threshold trigger determined? What was this based
5 on?

6 Oakpointe Response. The 2,866th dwelling unit is expected to be approved in early 2029. The
7 new threshold for Pipeline Road was determined through the 2023 Pipeline Road Study prepared
8 by the City's transportation expert, Parametrix.

9 Question 40. What is the anticipated mix of housing types within the upcoming phases of Ten
10 Trails, including single-family homes, townhomes, and other multi-unit housing?

11 a What is the expected sequencing of these phases, and which types of housing are
12 anticipated to be constructed first?

13 b If a significant portion of future development includes townhomes or other
14 higher-density housing, how would that affect the projected timeline for reaching the proposed
15 trigger of 2,866 dwelling units?

16 Oakpointe Response.

17 **Approved Preliminary Plats**

18 **Plat 3A – 329 Lots**

- 19 ● 206 Single Family Detached Homes
- 20 ● 90 Single Family Detached Active Adult Homes
- 21 ● 11 Single Family Attached Homes (Townhomes)
- 22 ● 22 Multi-Family Attached Homes (Townhomes)

23 **Vested Preliminary Plats Currently Under Review**

24 **Mountain Few – 12 Lots**

- 25 ● 12 Single Family Detached Homes

Miners Ridge – 705 Lots

- 530 Single Family Detached Homes
- 60 Single Family Attached Homes (Townhomes)
- 115 Multi-Family Attached Homes (Townhomes)

Plat 3D – 389 Lots

- 216 Single Family Detached Homes
- 50 Single Family Attached Homes (Duplexes)
- 28 Single Family Attached Homes (Townhomes)
- 95 Multi-Family Attached Homes (Townhomes)

Plat 3B - 1,075 Lots

- 572 Single Family Detached Homes
- 76 Single Family Attached Homes (Duplexes)
- 24 Single Family Attached Homes (Townhomes)
- 403 Multi-Family Attached Homes (Townhomes)

1 **Plat 3C – 311 Lots**

- 2 ● 300 Single Family Detached Homes
- 3 ● 11 Single Family Attached Homes (Townhomes)

4 **North Gateway Ten Trails – 82 Lots**

- 5 ● 28 Single Family Detached Homes
- 6 ● 39 Single Family Attached Homes (Townhomes)
- 7 ● 15 Multi-Family Attached Homes (Townhomes)

8 a. Oakpointe anticipates that homes in Plat 3A will be constructed first. After Plat
9 3A, sequencing will be based on market demand and infrastructure needs. Each plat is a mix of
10 single-family detached, single-family attached, and multi-family units and it is not possible to
11 determine which types of housing will be first to be constructed.

12 b. It is expected that a greater variety of home types will encourage more potential
13 home buyers which will speed up the projected timeline. The current timeline is based on
14 expected market demand and infrastructure requirements and is anticipated to be met in early
15 2029.

16 Question 41. Please walk us through the expected timeline for Pipeline Road construction.
17 Include expected timing for remaining design, permitting, bidding, construction, and dedication
18 of right-of-way.

19 a. Some have made statements that the road could take three or more years to
20 construct. Please explain whether that timeline is accurate?

21 Oakpointe Response. The general contractor estimates that the road will take 18 months to
22 complete from the date permits and approvals are issued.

23 b. If Pipeline Road were made a priority, what is the fastest timeline in which it
24 could realistically be built?

25 Oakpointe Response. Pipeline Road is a priority. The fastest timeline it can be realistically be
built is 18 months from the date of approvals from the City and Tacoma Water.

c. What portions of the design, engineering, environmental review, and right-of-way
dedication or acquisition have already been completed?

Oakpointe Response. Design and engineering are complete. Oakpointe submitted a complete
engineering plan in February 2023. Neither the City or Tacoma Water have approved that plan,
and environmental review has not yet been completed.

This City will acquire the roadway via a right-of-way dedication once construction is
complete. That dedication will be made by the landowner, Palmer-Coking Coal, pursuant to the
Black Diamond Urban Growth Area Agreement. Palmer has reconfirmed that it will dedicate the
road without delay once construction is complete.

Please refer to the Declaration of Justin Wortman for a timeline of all work performed to
date. Please also refer to Oakpointe's written response, at page 31, where a list of annual
expenditures on the road are identified. As shown in this list, to date Oakpointe has incurred
\$1,949,823 in expenditures relating to the Pipeline Road.

1 d. What factors primarily control the timing of Pipeline Road construction (such as
2 design completion, permitting, financing, coordination with other infrastructure, or development
sequencing)?

3 Oakpointe Response. The needed permits are the primary factor controlling the timing of its
4 construction. The design has already been completed and the required permit application has
5 been filed with the City. Oakpointe is committed to commencing construction within 30 days
after approval is issued by the two permitting agencies: The City of Black Diamond and Tacoma
Water.

6 e. Are there any impediments to the timely construction of Pipeline Road without
approval of the amendment? Are there remaining land or access issues with any third parties?

7 Oakpointe Response. Yes. There are other impediments. Without approval of the Major
8 Amendment, Pipeline Road will simply not be constructed.

9 The Pipeline Road improvements required by Oakpointe are estimated to cost \$23
10 Million. Road construction cannot be financed without continued entitlements and lot sales to
support the investment.

11 As to third parties, Palmer-Coking Coal has confirmed by letter that it will dedicate the
needed land for the road right-of-way.

12 Oakpointe is aware that the City's previous negotiations with Tacoma Water ended
13 without resolution. Oakpointe is working with the City to reengage with Tacoma Water.

14 Question 42. Please explain how the expected construction timeline would differ under:

- 15 ● the current 1,746-unit trigger, and
- 16 ● the proposed 2,866-unit trigger.

17 Oakpointe Response. Expected timeline for the road construction is 18 months regardless of the
18 threshold. But as noted above, if the Major Amendment is not approved., and permitting within
Ten Trails stops, the construction of the road cannot be financed and its construction will be
significantly delayed beyond the 18 month construction period.

19 Question 43. If Pipeline Road construction were prioritized today, what is the earliest realistic
20 date construction could begin and when could the road be completed?

21 Oakpointe Response. As previously noted, the Pipeline Road is a priority. The application for its
22 construction has already been submitted but awaits approval from the City and Tacoma Water.
The road will require 18 months to construct. Completion of construction depends entirely on
the start date but Oakpointe is willing to assure that construction would be completed within 18
23 months.

24 Question 44. Given the growth occurring in Ten Trails, why has Pipeline Road construction not
25 already begun?

1 Oakpointe Response. It is important to recognize that it was the City Staff, not Oakpointe, who
2 requested the delay in construction of the road until the 2,866th unit. This request was based
3 upon the City's own traffic expert and its conclusion that the road would not be needed from a
4 concurrency standpoint until the 2,866th dwelling unit. The City received Oakpointe's plan set
5 for the roadway in 2023 but has not nor has it engaged in necessary negotiations with Tacoma
6 Water. Without required permit approvals from both the City and Tacoma Water, construction
7 of the road cannot start. Once approvals are obtained by both agencies, Oakpointe is committed
8 to commencing construction within 30 days and is proposing this as a condition of amendment
9 approval.

6 Question 45. Why would Oakpointe install the haul road for the Lawson Hills MPD in 2025
7 (which was approximately 3900' long, moving 62,338 cubic yards of material), instead of
8 focusing on building the Pipeline Road?

8 Oakpointe Response. Please see our responses to the previous questions. Oakpointe submitted
9 its plan for the Pipeline Road in 2023. The City has not processed this plan to date, but has
10 processed and approved the necessary permits for construction of the Lawson Hills Haul Road.
11 It is also important to note that the Haul Road is required to be in place prior to any development
12 of Lawson Hills MPD and, therefore, the Haul Road must be in place as a condition of the City's
13 consideration of the first preliminary plat.

11 Separately, Oakpointe owns the land underlying the Lawson Hills Haul Road and the process of
12 its construction is therefore far simpler and does not require any third party approval such as
13 Palmer-Coking Coal or Tacoma Water.

14 Question 46. What assurances or safeguards can Oakpointe provide that Pipeline Road will still
15 be constructed and not delayed further in the future?

15 Oakpointe Response. Oakpointe has offered several conditions to approval of the Major
16 Amendment. These can be found in Section 3 of Oakpointe's response memo.

17 Hearing Examiner Response. These proposed conditions are also set forth at the conclusion of
18 this report.

18 Question 47. Would Oakpointe be willing to commit to beginning Pipeline Road construction by
19 a specific date, such as 2027, regardless of permit counts?

20 Oakpointe Response. Oakpointe is committed to commencing construction within 30 days of
21 permit issuance, and further committed to completing construction within 18 months following
22 commencement. Oakpointe has already submitted the construction application but has no
23 control over the issuance date of permits and other approvals needed from the City and Tacoma
24 Water. It is therefore unable to commit to a beginning date as these requirements are outside of
25 its control.

1 Question 48. If the amendment were approved, would Oakpointe be willing to commit to a
2 construction start date and completion date for Pipeline Road?

3 Oakpointe Response. Yes, Oakpointe is committed to commencing construction within 30 days
4 of permit issuance, and to completing construction within 18 months. Again, Oakpointe cannot
5 control the issuance date for permits and other approvals that are needed and therefore cannot
6 commit to a specific beginning date.

7 Public Comment. History has demonstrated that Oakpointe routinely ignores its required start
8 dates for construction.

9 Question 49. Would Oakpointe be willing to move the construction trigger slightly earlier than
10 2,866 homes to provide additional assurance to residents?

11 • If the Pipeline Road construction trigger were set at an intermediate level (for
12 example between approximately 2,000 and 2,200 dwelling units), how would that affect
13 development sequencing and the timing of Pipeline Road construction?

14 Oakpointe Response. Again, Oakpointe has committed to commencing construction within 30
15 days following issuance and to complete construction within 18 months after the start date.
16 Thus, if permits are quickly issued by the City and Tacoma Water, construction would be
17 completed before the 2,866th dwelling unit is permitted.

18 An intermediate threshold number would not change the development sequencing or the timing
19 of its construction. Again, the road will take 18 months to construct once permits have been
20 issued by the City and Tacoma Water. The 2,866th threshold merely provides additional
21 protection for the City that construction will be completed before any degradation of Level of
22 Service.

23 Question 50. At what development milestone or project phase would it realistically make sense
24 for Pipeline Road construction to begin based on traffic conditions and development patterns?

25 Oakpointe Response. Oakpointe remains committed to commencing construction within 30
days of permit issuance and completing construction within 18 months. The City's own traffic
experts have concluded that the road is not required for concurrency prior to the 2,866th dwelling
unit. This number is expected to be reached in early 2029. Given that construction will require
18 months, Oakpointe must be underway with its construction by mid-2027. If the necessary
permits are issued by the City and Tacoma Water sooner than this, the road can be completed
well before the 2,866th dwelling unit.

Question 51. If the Council approves this amendment, what specific commitments is Oakpointe
willing to make tonight to ensure Pipeline Road is delivered in a timely manner?

• Would the developer be willing to provide a financial guarantee or performance
bond to ensure Pipeline Road construction occurs?
• If the Ten Trails build-out slows before reaching the trigger, could Pipeline Road
remain unbuilt indefinitely by Oakpointe?

1 Oakpointe Response. Oakpointe is committed to commencing construction within 30 days of
2 permit issuance and completing construction within 18 months. If the Major Amendment is not

3 approved, Oakpointe cannot finance construction of the road and it will be delayed indefinitely.
4 Oakpointe will provide a financial guarantees and bond required by City codes relating to
5 performance and maintenance of the road.

6 Public Comment. Why would the Council be willing to accept some new commitment? The
7 Development Agreement is full of commitments that have not been enforced. The Council
8 should have learned by now that Oakpointe will not honor its obligations.

9 Hearing Examiner Response. The Hearing Examiner questioned Oakpointe as to what it meant
10 by its willingness to "provide the financial guarantees and bonds required by the applicable City
11 codes" Specially, the Hearing Examiner asked if Oakpointe was willing to provide bonding in
12 advance to assure the future construction of the road (similar to what is currently required for
13 recreational another other facilities pursuant to the MPD and DA). Oakpointe responded that no,
14 it is not proposing advance bonding but is merely promising the standard performance and other
15 bonds required of a public works project. The Hearing Examiner invites the Council to consider
16 whether additional financial assurances are appropriate.

17 Question 52. What is the current estimated cost of Pipeline Road, and how has that estimate
18 changed since the Development Agreement was originally signed?

19 Oakpointe Response. Oakpointe is responsible for constructing two vehicular lanes and
20 stormwater improvements. The cost of these improvements is currently estimated at \$23
21 Million. Remaining costs (curbs, gutters, sidewalks, landscaping, etc.) are not Oakpointe's
22 responsibility and their cost is unknown. The cost of constructing the Pipeline Road has
23 increased year over year similar to all other construction costs.

24 Question 53. Is Pipeline Road currently included in Oakpointe's capital planning or financial
25 projections, and if so, what timeframe for construction is reflected in those plans? How has the
26 Developer ensured that this and other future required projects can be financially completed per
27 the Development Agreement schedule?

28 Oakpointe Response. Yes, Pipeline Road, like all other infrastructure projects required by the
29 DA, is currently included in Oakpointe's capital planning and financial projections. Oakpointe
30 was intending to complete the road by the 2,866th dwelling unit as proposed by the City, but is
31 committed to commencing construction within 30 days of permit issuance.

32 Question 54. Traffic models measure technical standards, but residents experience traffic very
33 differently. What assurances can you provide that the daily driving experience on Roberts Drive
34 will remain reasonable as the City continues to grow?

35 Oakpointe Response. Oakpointe acknowledges the difference between subjective perception and
objective measurement of traffic. Traffic studies indicate that the driving experience on Roberts
Drive will remain reasonable, and Oakpointe will assure the City that objective standards will be
maintained which, in turn, should mean that the subjective perception of the daily driving
experience will remain reasonable.

1 It is important to remember that all traffic analyses are undertaken utilizing well accepted
2 methodologies, including the reliance on PM peak hour traffic and LOS standards. The City's
3 own 2023 traffic analysis defines that a delay in construction Pipeline Road will not interfere
4 with the LOS standard.

5 The City imposes a LOS C or better standard for its roadway system. This is a higher standard
6 than the majority of other cities in the region which typically have a LOS D standard or worse.
7 LOS C represents stable traffic flow and is considered safe and generally comfortable for drivers
8 but also marks the beginning of the range where individual traffic is affected by other drivers,
9 requiring more alertness. As this LOS standard is required to be maintained, drivers should feel
10 relatively safe and generally comfortable.

11 Public Comment. The fish passage work about to begin along SR-169 will result in significant
12 impacts to traffic, including lane closures. Most of the thru traffic on SR-169 will be added to
13 Roberts Drive and Morgan Street and will need to go through the Roberts/Morgan traffic light.
14 The failure to timely construct Pipeline Road makes these traffic impacts all the worse and will
15 merely increase the frustrations that are currently experienced on Roberts Drive.

16 Question 55. How much of the traffic analysis depends on improvements at the Morgan Street /
17 Roberts Drive intersection?

18 Oakpointe Response. The City's 2023 Pipeline Road Study prepared by Parametrix declares that
19 improvements at Morgan Street/Roberts Drive must be constructed in order for the Pipeline
20 Road construction threshold to be shifted to 2,866 units. The improvements at this intersection
21 have been constructed and were completed within the timeframe outlined in the 2023 study.

22 Question 56. If that intersection begins experiencing significant delays, how would congestion be
23 experienced along Roberts Drive and into Ten Trails?

24 Oakpointe Response. The necessary improvements have been constructed and traffic analyses
25 confirm that Roberts Drive will operate acceptably until the 2,866th dwelling unit threshold. The
analysis does not contain any scenario in which the Roberts Drive/Morgan Street intersection is
expected to experience significant delays.

26 Question 57. While Pipeline Road is delayed, what improvements would the developer be
27 willing to make to improve traffic conditions on Roberts Drive?

28 Oakpointe Response. Oakpointe is willing to complete the planned - but currently unfunded -
29 new crosswalk at Bruckner's Way and Roberts Drive. This condition is included in the list of
30 proposed conditions Oakpointe offers in return for the major Amendment.

31 Hearing Examiner's Response. Oakpointe's proposed conditions are set forth at the conclusion of
32 this report.

33 Question 58. Transportation Network Sequencing: Northern Connector. Planning documents
34 indicate that the Northern Connector road is intended to connect SR-169 to Pipeline Road.

1 a. If the construction trigger for Pipeline Road is delayed under the proposed
2 amendment, would that also delay the expected timeline for construction of the Northern
Connector road?

3 Oakpointe Response.

4 a. Previous traffic monitoring reports approved by the City have determined that
5 construction of the intersection of the Northern Connector and Pipeline Road should be
6 commenced prior to the 4,326th dwelling unit or late 2029. As such, the proposed 2,866th
dwelling unit threshold for Pipeline Road would not delay the anticipated timeline for
construction of the Northern Connector Road.

7 b. Based on current planning assumptions, when would the Northern Connector road
realistically be expected to be constructed?

8 Oakpointe Response. The Phase 3 Traffic Monitoring Report approved by the City in April 2024
9 anticipates that construction of the Northern Connector will commence in late 2029 or by the
4,326th dwelling unit.

10 Question 59. Transportation Network Sequencing: Southern Connector. Planning documents
11 indicate that a Southern Connector road is intended to serve the southern phases of Ten Trails
development.

12 • What is the currently planned timeline for construction of the Southern Connector
13 road?

14 Oakpointe Response. Oakpointe has already filed applications with the City to construct the first
15 phase of the Southern Connector. Assuming the City approves these plans this year, the Southern
16 Connector will be constructed in 2026 to a roadway standard allowing for its use as an
Emergency Vehicle Access (EVA). Oakpointe will also ask that the road be allowed use for
construction access.

17 By earlier City directive, the Southern Connector must be completely built out to the minor
18 arterial standard and available to traffic by the 3,773rd dwelling unit. This threshold is expected
to be reached in 2031.

19 • Was the Southern Connector road included as an assumption in the traffic analysis
20 for Roberts Drive and the associated Level of Service (LOS) modeling used to evaluate the
proposed amendment?

21 Oakpointe Response. No. This Southern Connector was assumed not to be constructed in the
22 2023 Pipeline Road Study. This means that the 2023 study was conservative as it assumed no
trips would be taken off of Roberts Drive and sent to the Southern Connector. Assuming that the
Southern Connector is constructed in 2026 as an EVA, and further allowed for construction
access, the result will be an improved driving experience on Roberts Drive.

23 • If the Southern Connector road is not constructed within the timeframe assumed
24 in the traffic analysis, how would that affect the traffic conditions projected for Roberts Drive?

1 Oakpointe Response. As noted above, the Southern Connector was not assumed to be
2 constructed as part of the traffic analysis for Pipeline Road. As an EVA and construction access,
3 traffic conditions along Roberts Drive should see a positive impact.

4 ● Until the Southern Connector road is constructed, what routes are expected to
5 carry construction traffic associated with the southern phases of Ten Trails?

6 Oakpointe Response. Until the Southern Connector road is constructed, Roberts Drive will be
7 utilized.

8 ● Will construction traffic continue to utilize Roberts Drive and completed
9 residential streets within Ten Trails until the Southern Connector is built?

10 Oakpointe Response. Yes.

11 ● Given that completed roads within Ten Trails are now under City maintenance,
12 what impact could continued heavy construction traffic have on those roads and the City's long-
13 term maintenance obligations?

14 Oakpointe Response. Roads within Ten Trails were always planned to carry construction traffic
15 and are built to City road standards designed to support this traffic.

16 Nonetheless, Oakpointe has already filed applications with the City to construct the first phase of
17 the Southern Connector and, further, is requesting that it be allowed to carry all of Oakpointe's
18 general contractor construction traffic for construction access. Shifting the general contractor's
19 construction traffic to the Southern Connector moves the heaviest of the construction vehicles off
20 of Roberts Drive and the other roads.

21 ● If the construction of Pipeline Road is delayed under the proposed amendment,
22 could the timeline for the Southern Connector road be moved forward to reduce construction
23 traffic impacts on Roberts Drive and existing residential streets?

24 Oakpointe Response. Oakpointe already has plans under review with the City allowing for the
25 construction of the Southern Connector as an Emergency Vehicle Access through the
undeveloped southern portions of Ten Trails and connecting to SR-169. This Emergency
Vehicle Access could also be used as a construction haul road, allowing heavy construction
traffic to avoid Roberts Drive accessing the site directly from SR-169. The EVA is likely to be
completed in 2026 (depending on City permit approval).

Question 60. Would the City retain the ability to require earlier construction if traffic impacts
exceed projections?

Oakpointe Response. Yes. As proposed, the Major Amendment would adjust the completion of
construction of Pipeline Road to the earlier of the 2,866th dwelling unit or upon a demonstration
that LOS along Roberts Drive is failing current City standards. Therefore, the City retains the
ability to require earlier construction in the event that traffic impacts result in LOS failures along
Roberts Drive.

1 Question 61. If the Council votes NO, which types of building permits in the MPD would be
2 affected? For example:

- 3 ● residential construction
- 4 ● commercial development

5 Oakpointe Response. If the Council votes no, all new building permits for any type of use will
6 be halted. Please see Oakpointe's earlier response to Question 34 for a more complete answer.

7 Public Comment. Friends believes that permits for anything other than dwelling units are not
8 affected as the Development Agreement clearly only refers to residential permits.

9 Question 62. If residential development permits were paused until the completion of Pipeline
10 Road, how would that affect the anticipated timeline for the Ten Trails commercial area?

11 Oakpointe Response. The City cannot only pause residential permits. If the Major Amendment
12 is not approved all development is put on hold. There is no exception for commercial
13 development. In addition, any pause in residential development will reduce the "new rooftops"
14 needed by businesses to justify commercial development.

15 Public Comment. Admittedly, some commercial businesses may be less inclined to open if the
16 City's population is smaller, but businesses will pressure Oakpointe to build the Pipeline Road as
17 soon as possible. The overall impact to commercial development should be minimal.

18 Question 63. What is the anticipated construction timeline for the Ten Trails elementary school?

19 Oakpointe Response. Oakpointe understands that the School District plans to start construction
20 in mid to late 2026 and to open the school in fall 2027. Importantly, however, the School District
21 will not proceed with the construction if Ten Trails permitting is halted, as the District will be
22 unable to obtain a permit from the City for the new school, and because the District's financing
23 plan for the new school depends on Oakpointe's funding.

24 Public Comment. Contrary to the claims made by Oakpointe, it has already assured the School
25 District of the funding needed for the new elementary school. Therefore, there should be no
26 delay in its construction.

27 Additionally, construction could be safety delayed as student population counts suggest that the
28 school is not yet needed. The school is designed for 600 students but that is well in excess of
29 current student populations. Therefore, construction could be delayed several years.

30 Question 64. What impact would a delay in development have on the timing and construction of
31 the planned new school in Ten Trails?

32 Oakpointe Response. If there is any delay in development of new homes and businesses, the
33 new elementary school will not be constructed. The School District would be unable to obtain
34 any of the needed construction permits. In addition, the funding structure for the school's
35 construction would collapse and the school would not be built.

1 Question 65. How would suspending all MPD building permits pending completion of Pipeline
2 Road affect the cities of Maple Valley and Covington with respect to their transportation projects
and funding?

3 Oakpointe Response. Oakpointe has a Mitigation Agreement with the City of Maple Valley
4 requiring payments to the City tied to the number of issued building permits. If building permit
5 issuance ceases, payments to Maple Valley will also cease. Oakpointe's initial mitigation
payment to the City of Covington has already been paid but subsequent payments required by
Exhibit R to the DA would cease.

6 Question 66. If this amendment is approved, can Oakpointe commit to continuing development
7 activity and permit applications without interruption?

8 Oakpointe Response. Yes. All development is, of course, subject to market conditions that are
9 outside the Developer's control.

10 Question 67. Would the developer be willing to provide annual updates to the City Council on
11 development progress and the Pipeline Road timeline?

12 Oakpointe Response. Yes. Oakpointe has included this as a condition of approval to the Major
13 Amendment.

14 Question 68. What public benefit does the City receive in exchange for approving this
15 amendment? Would the amendment shift infrastructure obligations or risks from the developer to
16 the City?

17 Oakpointe Response. The benefits to the City are widespread and include assuring the City's
18 budget and current staffing are maintained. Please see Oakpointe's responses to Questions 1-4
19 and 9-11. It also assures continued planning for City capital improvements including the new
20 City Hall. In addition, Oakpointe proposes to construct the currently unfunded crosswalk at
Bruckner's Way and Roberts Drive, and also proposes to move its general contractor heavy
construction traffic from existing City roads and onto the proposed Southern Connector EVA
(once approved and constructed).

21 Public Comment. The public spoke loudly at the first hearing as to all the ways it benefits from
22 having the Pipeline Road in place. The Council appears focused on money issues when it should
23 be focused on how its citizens' lives are being affected by the failure to construct this road.

24 Question 69. Mitigation of Wear and Tear on Rock Creek Bridge and Roberts Drive: If Pipeline
25 Road is delayed, what financial or technical responsibility will Oakpointe assume for the
accelerated degradation of the Rock Creek Bridge and Roberts Drive?

1 Oakpointe Response. As noted in answer to previous questions, Oakpointe is already seeking
2 permission to build the Southern Connector road, first as both an Emergency Vehicle Access
3 route and also as a construction route for Oakpointe's general contractors and subcontractors.
4 Once approved, this roadway should be built in 2026 and heavy construction traffic will relocate
5 to it. All previous traffic analyses assumed that construction traffic would continue to use the
6 Rock Creek Bridge as part of Roberts Drive. Therefore, Oakpointe's commitment to relocate
7 heavy construction to the future Southern Connector road reduces construction traffic using the
8 Rock Creek Bridge and Roberts Drive.

9
10 Question 70. In the Hearing Examiners summary on page 13, bullet point 3 mentions installing
11 other utilities at the same time as Pipeline Road is built. When the road is being constructed
12 should it be mandatory that the sewer line be installed to serve the Lawson Hills MPD?

13 Oakpointe Response. The Lawson Hills new development and its sewer plans are not part of the
14 Pipeline discussion.

15 In addition, the Ten Trails Development will not require sewer improvements within Pipeline
16 Road as its sewer connects to the King County system at another location. Therefore, there is no
17 nexus between the Pipeline Road and sewer lines needed for other development.

18 Question 71. Oakpointe has proposed that sewage from the 1200 proposed new homes in the
19 Lawson Hills MPD be directed to the Jones Lake lift station, rather than including sewer lines in
20 Pipeline Road. This could leave greatly reduced or zero capacity at the Jones Lake station for
21 additional infill with residential and commercial development in the older parts of the city. What
22 impacts would it have on Black Diamond ratepayers if sewer lines are not included in the
23 construction of Pipeline Road, leaving the public to pay for future sewer installation in Pipeline
24 Road?

25 Oakpointe Response. Please see Oakpointe's response to Question 70. Sewer utilities relating
to Ten Trails have no connection to the Pipeline Road. To the extent that a sewer line be needed
along Pipeline Road, it will be constructed by the Developer who requires it.

Question 72. What is Oakpointe's legal interpretation of the Development Agreement regarding
the Pipeline Road construction trigger? Specifically:

a. If the 1,746-dwelling-unit threshold were reached and Pipeline Road had not been
constructed, what categories of permits would the City be required to pause?

b. Would this interpretation apply to all implementing permits within the MPD-
including residential building permits, commercial construction permits, school construction
permits, subdivision approvals, and site development permits- or only to residential dwelling-
unit permits?

c. Which specific provisions of the Development Agreement, municipal code, or
other governing documents support this interpretation?

1 Oakpointe Response. All new building permits for any type of use would be halted. Please see
2 Oakpointe's response to earlier questions of a similar nature.

3 Question 73. Would approving this amendment set precedent for future infrastructure delays in
4 the MPD?

5 Oakpointe Response. No, please see Oakpointe's response to the earlier Question No. 35.

6 Question 74. Under the Development Agreement, is Oakpointe responsible for funding staff or
7 consultant costs tied to development review while Pipeline Road construction is delayed?

8 Oakpointe Response. So long as permitting is continuing for new development, Oakpointe is
9 responsible for funding staff and consultant costs tied to that development. If the Major
10 Amendment is not approved, funding for staff and consulting costs will cease.

11 Public Comment. As previously noted, the Supplemental Agreement provides, at a minimum,
12 for continued funding during a wind down period.

13 Question 75. Under the current Development Agreement, are there any financial or operational
14 obligations from Oakpointe that would change if this amendment is denied?

15 Oakpointe Response. Yes. Oakpointe would halt payment to the City under the Funding
16 Agreement. In addition, Oakpointe would not purchase TDR's as currently planned, resulting in
17 about \$3.55 Million in lost additional revenue. A fuller analysis of financial impacts is included
18 in Oakpointe's earlier responses to Questions 1-11. The financial impacts would run in the many
19 millions of dollars in both the short and long-term.

20 Public Comment. See response to Question 74.

21 Question 76. Could the District clarify whether a pause in residential development permits within
22 Ten Trails - if the amendment were not approved - would affect the District's ability to proceed
23 with construction of the planned Ten Trails Elementary School?

24 School District Response. Please refer to our letter of April 3, 2026 wherein the District not only
25 responds to this question but provides a history of negotiations between the School District and
Oakpointe and the status of those negotiations. As explained in the cover letter, after more than
two years of active planning the District is on schedule to break ground on the new elementary
school in Ten Trails in June 2026 with construction completion anticipated in August 2027 to
support a fall opening for the 2027-2028 school year. The board has approved \$6.4 Million in
total contract value to the design-builder to cover predesign, design and preconstruction services.
In the coming weeks the District will submit packages to the City for SEPA, site plan, and site
development permit reviews.

The District's ability to move forward with the construction is dependent upon its receipt of full
project funding as secured by the First Amendment to the Amended and Restated
Comprehensive School Mitigation Agreement (the "First Amendment" and the "A&R CSMA")

1 respectively). Under the First Amendment, in exchange for the District's release of its interest in
2 the 40-acre high school site reserved under the A&R CSMA, Oakpointe will: (1) pay \$40
3 Million to the District and (2) provide the District with up to \$25 Million in loan funds to use
4 towards the construction of the school project. The District's loan repayment obligations are tied
5 to revenue from future mitigation fees paid to the District for each residential unit in the MPD.
6 The project is completely free of local taxpayer funding, with construction funding at no risk to
7 the District's taxpayers.

8 Importantly, the District does not yet have the school project funding in hand. If the proposed
9 amendment is denied and development is paused, Oakpointe may abandon the closing if it
10 determines that (a) acquiring the District's interest in the high school site, where residential
11 development is planned, is no longer of value to it; and/or (b) that it lacks the financial
12 investment to continue implementation of the MPD. In such case, the District's funding source
13 for the school project would disappear.

14 Even if Oakpointe moves forward with acquisition of the District's high school site, the District
15 would be unable to proceed with the construction of the school project is the amendment denial
16 is determined to pause all MPD implementation permits, including school-related permits.
17 Accordingly, maintaining development and timely permit approvals in the MPD are essential to
18 preserving the school project's funding and maintaining the overall scheduled through to
19 completion.

20 With these general comments in mind, and in further response to Question No. 76, the District is
21 unable to fully answer this question with certainty as there is an outstanding legal question as to
22 whether a denial of Oakpointe's amendment request would affect all implementing permits
23 within the MPD, including school-related permits. If this question is answered in the
24 affirmative, the District's current permit activity would stop and the project would not move
25 forward on the current schedule. If delayed, it is more likely than not that escalating costs and
inflation would render the project infeasible.

If the pause affects only residential construction, the District may or may not be able to proceed
forward with the school project on its current schedule. Please note that the District and
Oakpointe have not closed on the District's release of its interest in the high school site which
triggers Oakpointe's funding toward the school project. If Oakpointe is unable to proceed
foreword with residential development, it may decide that closing on the District's interest is no
longer in its best interest. Separately, Oakpointe could also determine that the entire financial
structure of the MPD is compromised, causing it to rethink its loan offer. Without funding from
Oakpointe, the District lacks the funding capacity to move forward with construction of the new
school.

Oakpointe's Response. Yes - directly and irreversibly. All three components of the agreement
with the School District depend on Ten Trails and Lawson Hills remaining viable, actively
permitted developments. The permit pause would collapse the entire financing structure that
currently makes the school possible.

The three-way agreement between the School District, Oakpointe and the City requires three
interdependent financing components totaling \$68 Million. They only work as a package and all
three are contingent on Ten Trails remaining viable:

1 ● \$40 Million - Land Value. The District is releasing its option to purchase the high
2 school site from Oakpointe. This site is only viable in the context of further Ten Trails
3 development. This allows the District to redirect these funds to the elementary school
4 construction.

5 ● \$25 Million - Construction Loan. Oakpointe will provide a loan to ESD for
6 school construction, underwritten and repaid by-permit school impact fees collected as building
7 permits are pulled at Ten Trails. This loan is only possible if permits continue. If permits stop,
8 fee collections stop and the loan becomes impossible.

9 ● \$3 Million - Recreational Fields. Oakpointe has agreed to fund recreational
10 facilities as part of the community infrastructure commitment tied to active buildout. This
11 contribution is contingent upon continued development.

12 This \$68 Million financing stack is the only means of constructing the new school. There is no
13 alternative if Ten Trails is put on hold.

14 Question 77. The City collects school impact fees (mitigation fees) on behalf of the Enumclaw
15 School District when residential building permits are issued. If residential permits were paused
16 pending completion of Pipeline Road, how would the loss or delay of those impact fee/mitigation
17 revenues affect the District's financial planning for the Ten Trails Elementary School project?

18 **School District Response.** The A&R CSMA require that school mitigation fees are to be
19 collected and applied toward the proposed loan. If residential development is paused, there will
20 be no mitigation fees collected and the District will not have fee revenue from which to repay
21 Oakpointe. Thus, Oakpointe could decide to not close on the District's release of the high school
22 site. The closing on this transaction is a condition of the school loan.

23 **Oakpointe's Response.** Before the \$25 Million loan is issued, Ten Trails must first complete the
24 transaction with the District over the high school site. Without the Major Amendment,
25 Oakpointe no longer has a reason to complete this transaction. Secondly, repayment of the \$25
million loan is through per-permit school impact fees. If permits stop, loan repayment is not
possible. Thus, the \$40 Million transaction loses its viability and evaporates, while the
construction loan loses its underwriting basis and fails. The two are intertwined.

Public Comment. Oakpointe has already expressly promised to provide the funding for the new
elementary school. Its repayment will begin as soon as Oakpointe builds Pipeline Road.

Question 78. Are school impact fee revenues from Ten Trails development currently assumed as
part of the District's financial planning or funding strategy related to this school?

School District Response. The funding strategy for the school project assumes school mitigation
fee revenue as explained in response to previous questions. It does not include school impact
fees from residential development outside of the MPD.

Oakpointe's Response. Yes, Impact fees from Ten Trails and Lawson Hills are the direct
repayment mechanism for the \$25 Million construction loan. This agreement requires
uninterrupted permit activity. The City becomes an important participant in this agreement by
allowing permitting activity to continue without interruption.

1 Question 79. If residential permit activity slowed or paused, would that affect the District's
2 ability to maintain the planned construction timeline for the Ten Trails Elementary School?

3 School District Response. Please see our answer to Question 76. If, despite the pause in
4 residential development, Oakpointe decided to still close on the acquisition of the District's
5 interest in the high school site, thus triggering the funding for the school project, the District would
6 still proceed with the planned construction of the school project. However, this scenario is
7 entirely dependent on Oakpointe's willingness and financial ability to maintain implementation
8 of the MPD. If Oakpointe chooses not to go forward with the high school site the remainder of
9 the agreement becomes problematic.

10 Separately, it must be remembered that there remains a legal question as to whether the school
11 can obtain necessary construction permits - or whether the issuance of the necessary permits is
12 made impossible by the prohibition on further development within the MPD.

13 Oakpointe's Response. Yes, school construction is set to begin in mid-2026. A permit pause
14 will prevent its start. Without the \$40 Million high school transaction, followed by the
15 construction loan, the new school simply will not be constructed in 2026 or anytime later.

16 Question 80. If construction of the school were delayed due to funding or permit-related impacts,
17 what would be the likely implications for the District's ability to open the school by the planned
18 target year?

19 School District Response. Please see our answers to Question 76 and 77. Any delay in the
20 current project construction schedule would, more likely than not, render the project infeasible
21 due to escalation costs and funding limitations. In any event, if Oakpointe chooses not to close
22 on the high school site due to a pause in permitting, the District will not have the funding needed
23 to proceed with the school project at any time.

24 Oakpointe's Response. This is not a question of delaying the opening of the new school - it is a
25 question as to whether the school project happens. The Funding Agreement between the School
District and Oakpointe either takes place immediately or it does not take place at all. The school
will not be delayed - it will simply not be built.

Question 81. More broadly, how would a significant slowdown in residential development within
Ten Trails affect the District's long-term planning for enrollment growth and school capacity in
the District, specifically for Black Diamond?

School District Response. A significant slowdown of residential development in Ten Trails
would change the District's current capacity planning. Enrollment projections would need to be
adjusted downward and the need for future new school capacity would be paused. However,
current capacity needs at the elementary level would remain. If the school project is suspended,
students in Black Diamond will continue to be transported out of the City to other district
schools, and the number of transported students is likely to increase. In addition, the planning
for a future middle school in the City would likely be deferred well into the future.

Oakpointe's Response. A permit pause eliminates the fee revenue funding needed for the new
school construction while simultaneously accelerating overcrowding at existing school faculties.
This will result in a structural failure of the school system that the City has the ability to prevent.

1 **Oakpointe's Proposed Conditions of Amendment Approval.**

2 In further response to the City Council's questions, and in further support of Oakpointe's request
3 for the Major Amendment, Oakpointe has expressed its willingness to have several conditions
imposed in return for the Major Amendment:

4 A. The Master Developer shall, in conformance with the terms of Exhibit "F" of this
Agreement:

- 5 (i) within 30 days of receipt of approvals from both the City of Black
6 Diamond and Tacoma Water for the construction of the two vehicular
7 lanes and Stormwater improvements for Pipeline Road (the "Pipeline
8 Road Improvements"), the Master Developer shall commence construction
of the Pipeline Road Improvements; and
9 (ii) the Master Developer commits to complete construction of Pipeline Road
10 Improvements within 18 months following the above commencement
11 date.

12 B. Following City approval of and completion of construction of an Emergency
13 Vehicle Access as the first phase of the South Connector road across Ten Trails (PLN24-
14 0080) the Master Developer shall direct its general contractor's construction vehicles
15 and that general contractor's subcontractors to use the South Connector EVA for
16 construction access to Ten Trails.

17 C. At the City's option, the Master Developer shall either construct, or pay the City
18 to construct the Bruckner's Way crosswalk project. Project T24 in the City's 2026 -
19 2031 CIP.

20 D. The Master Developer will present the City Council with an annual update on the
21 development progress of Ten Trails, and the Pipeline Road construction. The Master
22 Developer and the Mayor are to work together to find a mutually agreeable time for
23 this presentation and the Mayor is responsible for adding the presentation to the City
24 Council agenda.

25 **RECOMMENDATIONS**

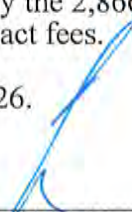
Following the conclusion of the first hearing, the Hearing Examiner advised the City
Council that it had no *legal* obligation to amend the Development Agreement, but that there may
be *practical* reasons for doing so such that a delay in the construction of the Pipeline Road could
serve to be a benefit to the City. Unfortunately, the parties did not present evidence as to what
those benefits might be, leading to an ambivalent recommendation by the Hearing Examiner as
to whether the amendment should be approved.

The questions posed by the City Council have prompted the parties to more fully explain
the potential benefits of delaying the construction of Pipeline Road. Indeed, the subsequent
demonstration provides overwhelming evidence that the City would greatly benefit by its delay.
The most obvious benefit the assured construction of the new elementary school. The second
most important benefit are the continued revenues flowing to the City needed for its operation
and growth, including planned capital improvements. Additionally, this discussion has prompted
Oakpointe to offer several conditions in return including the promise to construct Pipeline Road
as soon as possible, while also constructing the Southern Connector road to a standard which
should allow it to accept the construction traffic that otherwise would go to Roberts Drive.

1 The information provided by all parties leaves little question that the amendment should
2 be approved. I strongly recommend its approval subject to the conditions offered by Oakpointe.

3 I have also given thought to recommending that Oakpointe be required to provide
4 financial security for the future construction of Pipeline Road similar to what it currently does
5 for required recreational fields and other improvements. On fuller reflection, however, I do not
6 believe this additional requirement is necessary for the reason that Oakpointe's \$25 Million loan
7 to the School District, repayable from school impact fees, should be all the incentive Oakpointe
8 needs to make certain that Pipeline Road is constructed by the 2,866th dwelling unit so that its
9 construction loan continues to be repaid from school impact fees.

10 Respectfully submitted this 14th day of April, 2026.

11 
12 _____
13 Mark C. Scheibmeir
14 City of Black Diamond Hearing Examiner
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CITY

Pipeline Road Major Amendment
Questions on Remand

I. Questions for City Staff

A. Budgetary/Financial Considerations

1. What would be the financial impact to the City if the Council votes NO on this amendment?

The table below provides estimates on revenue the City would expect to receive if growth continued at its current pace without a stoppage due to Pipeline Road.

Projected Sub-Total of Development Related Revenues for Two Years

	Year 1	Year 2
Property Taxes Revenue	\$3,855,717	\$4,402,720
Sales Tax	\$973,837	\$1,030,603
Sales Tax from Construction Revenue	\$637,592	\$688,599
Real Estate Excise Tax Revenue	\$1,339,299	\$1,567,079
Community Development/Planning Revenues	\$1,757,370	\$1,793,786
Fire Impact Fees	\$600,000	\$600,000
School Impact Fees	\$1,300,000	\$1,300,000
Water Related Revenues	\$2,224,169	\$2,456,184
Sewer Related Revenues	\$1,940,148	\$2,096,862
Stormwater Related Revenues	\$910,985	\$1,047,633
Grand Total	\$15,539,117	\$16,983,466

Assuming that the City stopped issuing any more building permits beyond the 1,746 dwelling unit trigger until Pipeline Road is complete and open for traffic, the amounts shown in the below table estimate what losses the City should expect:

Projected Sub-Total of Lost Development Related Revenues for Two Years

	Year 1	Year 2
Property Taxes Revenue	-\$304,009	-\$497,433
Sales Tax from Construction Revenue	-\$586,584	-\$633,433
Real Estate Excise Tax Revenue	-\$714,398	-\$892,186
Community Development/Planning Revenues	-\$1,616,780	-\$1,625,393

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Exhibit 2**

Fire Impact Fees	-\$552,000	-\$552,000
School Impact Fees	-\$1,300,000	-\$1,300,000
Water Related Revenues	-\$446,574	-\$475,935
Sewer Related Revenues	-\$73,778	-\$67,206
Stormwater Related Revenues	-\$26,443	-\$30,410
Grand Total	-\$5,620,567	-\$6,074,073

As shown in the above, *Projected Sub-Total of Lost Development Related Revenues for Two Years*, the City will have sharp decline in revenues in both years 1 and 2 of 36.1% and 37.7%, respectively in comparison to the revenues generated in the first table *Projected Sub-Total of Development Related Revenues for Two Years*.

The following Table, *Projected Sub-Total of Development Related Revenues if Growth stops at 1,746 Dwelling Units*, details what projected development revenues would become after reducing the projected “lost” revenues.

Projected Sub-Total of Development Related Revenues if Growth stops at 1,746 Dwelling Units

	Year 1	Year 2
Property Taxes Revenue	\$3,551,162	\$3,586,673
Sales Tax	\$973,837	\$1,030,603
Sales Tax from Construction Revenue	\$51,008	\$55,088
Real Estate Excise Tax Revenue	\$624,901	\$674,893
Community Development/Planning Revenues	\$140,590	\$168,393
Fire Impact Fees	\$48,000	\$48,000
School Impact Fees	\$0	\$0
Water Related Revenues	\$1,777,595	\$1,980,249
Sewer Related Revenues	\$1,866,370	\$2,029,656
Stormwater Related Revenues	\$884,542	\$1,017,223
Grand Total	\$9,918,004	\$10,590,778

The following sub-section for Question 1 provides a summary detailing the methodology and calculations as to how the above projections were derived. The tables for these select revenue sources mirror the layout of the Total Projection tables above, (1) Continued Development, (2) The amount of revenue loss, if development were discontinued, and (3) the amount of revenues generated with development discontinued.

Methodology for Property Tax Projections

The City utilized the 2026 Budget as the benchmark for Year 1 revenue, then updating that projection based on 2025 year-end property tax totals and the revenue generated by new construction. The figures depicted within these financial projections are property taxes and new construction. Property Taxes will continue to grow at approximately 1% each year regardless of the continuance of issuing permits. However, the new construction will stop. New construction is the addition of property taxes of property that is developed but was not assessed prior to the end of the prior year. represent New Construction revenue, which is determined by multiplying the assessed value of new homes by the levy rate. To establish the New Construction amount for Year 2, the Property Tax revenue was updated from the 2026 Budget benchmark, and the rate of change was averaged from 2024–2026, calculated at 164%, to determine the projected growth.

Property Taxes if Growth Continues

	Year 1	Year 2
Property Taxes	\$3,551,162	\$3,905,288
Proportion from New Construction	\$304,009	\$497,433
Total Property Tax	\$3,855,171	\$4,402,720

Property Taxes Lost if Growth stops at 1,746 Dwelling Units

	Year 1	Year 2
Property Taxes	\$0	-\$318,614
Proportion from New Construction	-\$304,009	-\$497,433
Total Property Tax	-\$304,009	-\$816,047

Property Taxes if Growth stops at 1,746 Dwelling Units

	Year 1	Year 2
Property Taxes	\$3,551,162	\$3,586,674
Proportion from New Construction	\$0	\$0
Total Property Tax	\$3,551,162	\$3,586,674

Methodology for Calculating Sales Tax Revenues

Step 1: Calculating Total Sales Tax Revenues

To calculate total sales tax revenues, the City used the 2026 Budget as the Year 1 benchmark, updating the projection based on 2025 year-end totals and the average growth rate of the prior two years. The growth rate was 5% from 2023 to 2024 and 11% from 2024 to 2025, resulting in a two-year average of 8% and a total of \$1,673,597. For Year 2, the City

again applied the 8% average from 2022–2025 but added a 3% adjustment to account for the positive slope of prior years, capturing expected increases in population, construction, and commercial activity.

Step 2: Calculating Sales Tax from Construction

To determine the portion of sales tax derived specifically from construction, the City analyzed all sales tax receipts via NAICS codes, segregating construction-related revenues as both dollar amounts and percentages over a three-year period. The analysis revealed a "negative slope," meaning that while the total dollar amount of construction sales tax is increasing, its percentage of the overall sales tax pool is decreasing over time. The City determined that the average proportion for Year 1 was 38%. For Year 2, the average was updated to reflect this negative slope, resulting in a rate of 36%. To further refine these figures, the City acknowledged that not all construction stems from the Master Planned Developments (MPDs); some is attributed to home repairs, remodels, etc. Using permit and fee data, it was determined that approximately 92% of construction activity is MPD-related. Consequently, 92% of the 36% of construction sales tax was used for the Year 1 and Year 2 projections.

Step 3: Calculating Sales Taxes from New Commercial Activity

The City calculated revenues from new commercial activity by first establishing overall sales tax totals and then subtracting the construction-related portions. While overall sales taxes are projected to rise by 8% in Year 1 and 11% in Year 2, the proportion attributed to construction is decreasing. This leads to the rational assumption that the positive growth slope is being driven by increased population and commercial activity. To estimate this impact, the percentage of this positive slope was combined with the overall growth rate and multiplied by total sales tax dollars. This provides a rough estimate for new commercial activity for Year 2, projected at 7% and 16%, respectively.

Projected Sales Taxes if Growth Continues

	Year 1	Year 2
Portion of Sales Taxes that come from construction outside of MPD	\$51,008	\$55,088
Approximate Amount from construction within the MPD*	\$586,584	\$633,511
Sales Tax (commerce) outside of MPD	\$922,830	\$975,515
Total Sales Tax Citywide	\$1,560,422	\$1,664,114

* Will not be collected if building within the MPD stops

**May vary significantly based on commercial growth and activity if growth stops within the MPD

Projected Sales Taxes if Growth stops at 1,746 Dwelling Units

	Year 1	Year 2
Portion of Sales Taxes that come from construction outside of MPD	\$51,008	\$55,088
Approximate Amount from construction within the MPD	\$0	\$0
Sales Tax (commerce) outside of MPD	\$922,830	\$975,515
Total Sales Tax Citywide	\$973,838	\$1,030,603

Methodology for Calculating Real Estate Excise Tax (REET)

As documented in the Trend Reports within the Budget, Finance, and Administration Committee, the City tracks the volume of both MPD and Non-MPD home sales to establish its revenue benchmarks. For Year 1, the 2026 Budget was used as a base and subsequently updated to reflect the full 2025 year-end data. Historical data reveals that MPD Home Sales account for 43% of REET, MPD Land Sales account for 10%, and Non-MPD Home Sales account for 47%. With the average REET income per home and land sale established at \$4,556, the City applied this information and several macro-economic assumptions to project the number of units sold in Year 1 and Year 2. These unit totals were then segregated by type and multiplied by the \$4,556 average revenue per transaction.

The analysis noted that MPD home sales decreased by 38% from the 2023 highs but saw a significant rebound of 27.8% in 2025. Moving forward, the City expects that moderately low interest rates will continue to spur home sales. To determine the projected rate of increase, the 2024–2025 growth rate was utilized; the 2023–2024 period was excluded as an outlier that would skew a reliable average. Meanwhile, land sales have remained steady, consistently representing approximately 10% of all sales.

Projected Real Estate Excise Tax if Growth Continues

	Year 1	Year 2
Portion of REET from MPD Homes	\$584,398	\$742,186
Portion of REET from MPD Land Sales	\$130,000	\$150,000
Portion of REET from Non-MPD Home Sales	\$624,901	\$674,893
Total Real Estate Excise Tax	\$1,339,299	\$1,567,079

Projected Real Estate Excise Tax Lost if Growth Stops at 1,746 Dwelling Units

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Exhibit 2**

	Year 1	Year 2
Portion of REET from MPD Homes	-\$584,398	-\$742,186
Portion of REET from MPD Land Sales	-\$130,000	-\$150,000
Total Real Estate Excise Tax	-\$714,398	-\$892,186

Projected Real Estate Excise Tax if Growth Stops at 1,746 Dwelling Units

	Year 1	Year 2
Portion of REET from Non-MPD Home Sales	\$624,901	\$674,893
Total Real Estate Excise Tax	\$624,901	\$674,893

Methodology for Calculating Community Development/Planning Revenues

To determine Year 1 projections, the City utilized the 2026 Budget as a benchmark for the 38 operational revenue streams within the Community Development Department for Year 1. Unlike other calculations within this document, the 2026 benchmark was not fully updated to reflect 2025 year-end totals, as that year was identified as a potential outlier; however, 50% of the 2025 values were factored into an average to help establish a more balanced growth rate for Year 1 and Year 2. To isolate the impact of Master Planned Developments (MPDs), the City analyzed historical data from 2024 and 2025 to determine the percentage of total revenue generated by the MPD, averaging near 92%. This average usage percentage was then applied to the 2026 budgeted figures to finalize the Year 1 calculation.

For Year 2, the growth or decline of each of the 38 revenue streams was projected based on the average rate of change observed over the prior three years. The City then applied the same MPD-specific allocation used in Year 1, determined to be approximately 92%, to distinguish MPD revenue from non-MPD sources. As documented in the Trend Reports provided to the Budget, Finance, and Administration Committee, these revenues are categorized into four primary groups: Plan Checks, Other Planning Department Permit Revenues, Building Permit Revenues, and Other Community Development Revenues.

Key Forecasting Components

Component	Year 1 Logic	Year 2 Logic
Benchmark	2026 Budget	2026 Budget + 3 Year Avg Growth
MPD Allocation	92% (Based on the 2024 and 2025 Averages)	Maintained the 92% Average

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Outlier Handling	50% weighting of 2025 Data	Uses 3-Year historical trend with the 50% weighting of 2025
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Projected Community Development Revenues (MPD) If Growth Continues

	Year 1	Year 2
Plan Checks	\$600,000	\$675,509
Other Planning Department Permit Revenues	\$213,370	\$221,151
Building Permit Revenues	\$825,000	\$789,217
Other Community Development Revenues	\$119,000	\$107,909
Total Community Development Revenues	\$1,757,370	\$1,793,786

Projected Lost Community Development Revenues (MPD) if stops at 1,746 Dwelling Units

	Year 1	Year 2
Plan Checks	-\$552,000	-\$613,268
Other Planning Department Permit Revenues	-\$196,30	-\$199,098
Building Permit Revenues	-\$759,000	-\$715,455
Other Community Development Revenues	-\$109,572	-\$97,572
Total Community Development Revenues	-\$1,616,780	-\$1,625,393

Projected Community Development Revenues (MPD) if stops at 1,746 Dwelling Units

	Year 1	Year 2
Plan Checks	\$48,000	\$62,241
Other Planning Department Permit Revenues	\$17,070	\$22,053
Building Permit Revenues	\$66,000	\$73,762
Other Community Development Revenues	\$9,520	\$10,337
Total Community Development Revenues	\$140,590	\$168,393

Methodology for Calculating Water and Utility-Related Revenues

In alignment with the other projections in this document, the City utilized the 2026 Budget as the benchmark for the five revenue streams within the Water Fund. To isolate the impact of Master Planned Developments (MPDs), historical data and City utility billing records from 2024 and 2025 were analyzed to determine the specific percentage of revenue generated by developers within the MPDs. For Year 1 and 2, the City determined the average rate of growth/decline from 2023, 2024, and 2025 to arrive at a reasonable revenue estimate. A similar methodology was also applied to Sewer and Stormwater revenues.

The specific calculation drivers for these Water Fund revenues include:

- **Water Charges:** The revenue growth rate is directly tied to the rate of building growth. By averaging the differences from 2023, 2024, and 2025, the City developed a consistent 11% growth rate for both Year 1 and Year 2.
- **Account Setup Fees:** These were calculated by multiplying the \$10 setup fee per account by the number of projected MPD home sales (consistent with the figures used in the REET methodology).
- **Hydrant Rental Fees & Sales:** Because these revenues are entirely development-driven, the City used 2024 and 2025 revenue data divided by homes sold to establish a per-unit value. For 2025, this amounted to \$127.79 per home sold for Hydrant Rental Fees and \$209.16 for Sales from Hydrants. The number of projected homes sold was then multiplied by each respective figure to determine the estimated revenues for Year 1 and Year 2.
- **New Water Meters and Setting Fees:** Utilizing utility billing records, the City estimates that development in Year 1 and Year 2 will closely resemble the activity seen in 2025.

Projected Water Related Revenues

	Year 1	Year 2
Water Charges	\$1,927,573	\$169,415
Account Setup Fees	\$3,376	\$1,629
Hydrant Rental Fees	\$16,392	\$20,818
Sales from Hydrants	\$26,829	\$34,073
New Water Meters and Setting Fees	\$250,000	\$250,000
Total Water Revenues	\$2,224,169	\$2,456,184

Projected Lost Water Related Revenues (MPD) if stops at 1,746 Dwelling Units

	Year 1	Year 2
Water Charges	-\$152,070	-\$169,415
Account Setup Fees	-\$1,283	-\$1,629
Hydrant Rental Fees	-\$16,392	-\$20,818
Sales from Hydrants	-\$26,829	-\$34,073
New Water Meters and Setting Fees	-\$250,000	-\$250,000
Total Water Revenues	-\$446,574	-\$475,935

Projected Water Related Revenues (MPD) if stops at 1,746 Dwelling Units

	Year 1	Year 2
Water Charges	\$1,775,502	\$1,978,016

**Hearing Examiner Remand
Exhibit 2**

Account Setup Fees	\$2,093	\$2,233
Hydrant Rental Fees	\$0	\$0
Sales from Hydrants	\$0	\$0
New Water Meters and Setting Fees	\$0	\$0
Total Water Revenues	\$1,777,595	\$1,980,249

2. Please identify in the City's budget which revenue sources would likely decline and estimate the potential scale of those declines. For example:

- Building permits
- Plan review fees
- Inspection fees
- Impact fees (including school impact fees)
- Utility hookups (water and sewer)
- Construction sales tax

As detailed in the response to Question 1, several key revenue sources are projected to experience significant declines. This list of impacted areas includes: (1) Property Tax Revenue; (2) Sales Taxes from Construction; (3) Sales Taxes from New Commercial Activity; (4) Real Estate Excise Tax; (5) Community Development/Planning Revenues; (6) Fire Impact Fees; (7) School Impact Fees; (8) Water Related Revenues; (9) Sewer Related Revenues; and (10) Stormwater Related Revenues. Collectively, these shortfalls represent an estimated total loss of \$5,621,113 in Year 1 and \$6,074,073 in Year 2. They are a loss in the sense that the City will not generate these revenues. For a specific breakdown of the projected deficits attributed to each individual revenue source, please refer to the comprehensive data provided in Question 1. In addition to the response to Question 1, the City would also have a reduction in the MDRT Department's Revenues; however, those are not added in Question 1, because those revenues would be equal to that department's operational costs, which would be generally reduced by equal amounts.

3. What are the expenses that would be reduced, and what is the potential scale of those changes?

The City's expenses would be reduced in two departments: MDRT and Community Development. The MDRT Department currently operates under a funding agreement with Oakpointe which accounts for all expenditures of said department. Should development stop, the need for the MDRT Department to continue to operate at current levels would likely be reduced, impacting expenses related to staffing.

In the Community Development Department, a small piece of revenue comes from the same funding agreement the MDRT Department operates under, but the majority comes from Building Permit Fees, Plan Reviews, Inspections, etc., a large portion of which comes from growth within the MPD. The demand for Community Development services would be greatly reduced, as would revenue, resulting in reductions to staffing and operational supply expenditures.

In addition to reductions to department expenditures, the City will also see decreases to the following revenues:

- Sales taxes generated from construction would decrease (construction generates sales taxes for building supplies and materials).
- Sales taxes from future commercial development would decrease
- Property taxes would be impacted; increases to property tax revenue are largely tied to growth within the MPD.
- Real Estate Excise Taxes are earned when homes or land are sold and will be impacted negatively if MPD home sales are paused. The question is the size of the impact, but the negative slope is guaranteed.

Real Estate Excise Tax				
	2024	2025	Year 1	Year 2
MPD Home Sales	\$504,859	\$436,192	\$584,398	\$742,186
MPD Land Sales	\$151,925	\$85,703	\$130,000	\$150,000
Sub-Total of Affected Real Estate Excise Tax from MPD	\$656,785	\$521,895	\$714,398	\$892,186
Non-Developer Home Sales (including resold MPD Homes)	\$356,692	\$499,567	\$624,901	\$674,893
Total Real Estate Excise Tax the City Would Generate	\$1,013,476	\$1,021,461	\$1,339,29	\$1,567,079

The table above details the amount of REET that the City is projected to generate in Year 1 and Year 2, in addition to detailing historical revenues from 2024 and 2025. The first two rows (MPD Home Sales and MPD Land Sales) are the REET revenues that would be decreased to zero in Year 1 and Year 2. The sub-total of those two revenues is in row 3. What will not be affected are the REET funds generated by home sales outside the MPD and sales of existing homes by homeowners within the MPD.

- Fire impact fees will be significantly reduced. Fire impact fees are used to procure fire department related capital items that are related to growth.
- School mitigation fees: With home builds stopping, there will be no school mitigation fee revenue generated from within the MPD for the City to collect and pass to the Enumclaw School District.

4. What indirect financial impacts could occur in departments outside of MDRT if development slows or stops?

Please see response to Question 3, above.

5. How many City staff positions are currently supported by development-related revenue?

MPD revenue supports staffing in the MDRT Department. With an expected reduction in revenues and associated workload, the City Council will need to consider what positions should continue to receive limited funding. Layoffs, furloughs, and consultant support will all be options Council will need to consider. Beyond a reduction in funding, there would also be a sharp reduction in workload.

6. If development slows significantly, what potential impacts could there be to City staff, such as layoffs, furlough days, or loss of consultant support?

Please see response to Question 5, above.

7. Which departments would be impacted both directly and indirectly? For example:

- Planning
- Permit technicians
- Engineering review (consultants)
- Building inspectors
- Legal review (consultants)

The following departments would be impacted by a slowdown in MPD development:

- Community Development (directly)
- MDRT (directly)
- Water and Sewer Fund (directly)
- REET-supported capital programs (directly)

- Fire Services (Staffing and operational costs for the second fire station are based on revenue estimates from the full build of the MPDs)
- Entirety of General Fund (reduction in sales taxes from construction)
- Enterprise Funds (reduction in REET affects capital project funding)
- Street Funding (reduction in REET would impact Street operational funds)
- Enumclaw School District (directly, through the loss of future property tax revenue and school mitigation fees necessary to build the new elementary school)

8. What are the short- and long-term growth impacts to the City if permits were paused in Ten Trails for an extended period of time?

Short Term: Growth will be limited to development outside of the MPD, of which there is a relatively low amount planned.

Long Term: Largely unknown. Development by the current property owners in the MPD could cease indefinitely and/or the remaining undeveloped land could be sold to one or more other developers, who could either pursue development consistent with the pending (vested) plat applications or, if the vested plat applications are withdrawn or allowed to expire, the remaining undeveloped land could be developed after expiration of the DA (December 2026) in small sections that would not be subject to the required mitigations under the current DA. In the latter scenario, Pipeline Road, the elementary school, and commercial development become less certain, while residential development remains likely, although the rate at which it happens and at what density remain unknown.

9. Would a pause in residential permits pending completion of Pipeline Road affect the timing of commercial construction or the City's expected sales tax revenue from that commercial area?

Yes, because the residential limit of permits is very close to being reached, and when reached, no more permits, including commercial, can be issued.

10. Which impact fees would be delayed or reduced if development activity slows?

- School Mitigation Fees
- Fire Impact Fees

See response to Question 1 regarding additional revenue impacts.

11. Could slowing development affect the timing or funding of other City capital projects?

Yes. (1) Although the new Ten Trails elementary school is not a City-funded capital project, the pause in MPD buildout will impact the Enumclaw School District's funding for the school. (2) The reduction in real estate excise tax (REET 1 and 2) will have a negative impact on funding Public Works related projects that depend upon that funding. The City is budgeted to expend \$1.2m in new REET revenue funds as part of 2026 capital projects and is estimating \$1.2m in REET revenue reductions should development stop. More broadly, a slowdown in development may affect the City's ability to implement capital improvements in a coordinated manner, particularly if the DA expires and vested plat applications expire or are withdrawn.

12. When would any significant maintenance costs for Pipeline Road begin for the city, and what are the cost estimates? How has the city financially planned and prepared to cover these maintenance costs?

The maintenance costs for Pipeline Road will begin upon acceptance by the City. Because the road will be newly constructed, maintenance needs are expected to be relatively low in the early years and increase over time. Estimated costs (in 2026 dollars) include:

- Annual maintenance cost for signs, litter collection, street sweeping, and cleaning catch basins will be approximately \$3,000/year.
- Year 10: \$38,000 for crack sealing
- Year 11 and beyond are expected to require about \$5,000 for localized pavement repair
- An overlay will be needed somewhere between years 15-20, which would be about \$2.6 million, including design and City labor.
- Additional periodic costs will likely include culvert inspections and maintenance, estimated at about \$5,000 each.

The City incorporates ongoing roadway maintenance into its Transportation Improvement Program (TIP), which is updated annually to reflect the addition of new roads and/or priorities.

B. Processing Delays

13. This application was deemed complete on March 4, 2025, but the public hearing did not occur until December 15, 2025. What factors contributed to that timeline?

A determination that the application is complete is the beginning of the review process. The City issues public notice of the application with a 14-day public comment period following the determination of completeness. The City then routes the application materials to the applicable reviewers, in this case primarily traffic engineering review. Here, the City's consultant reviewed the traffic information submitted with the application, compiled existing traffic information prepared for previous MPD activities, and provided review comments. In addition to the public noticing and engineering analysis, the City concurrently reviewed the application for potential environmental impacts through SEPA.

Once the City and its consultants had conducted these reviews, the next step was to coordinate the public hearing before the City's Hearing Examiner. All the of the regulatory and environmental review must be completed prior to scheduling the public hearing. Public notice for a hearing is issued a minimum of 14 days prior to the actual hearing, and based on the large mailing radius for the entire MPD, the production of the public notice had to occur an additional week earlier. Although the entire timeframe of the application from completeness to the public hearing spanned March 4 - December 15, approximately one month of the timeline consisted of public noticing production and comment periods. The remainder of that timeframe consisted of regulatory review of the application.

C. Safety & Emergency Response

14. Concerns have been raised regarding the adequacy of Rock Creek Bridge, and specifically the potential impact on emergency service response times if the bridge becomes impassable. Fire and Police would be required to utilize 288th Street to access residents on either side of Rock Creek Bridge, slowing response time even more to residents on the south end of the city. Since 2014, the structural integrity of the Rock Creek Bridge has been a point of public concern. Pipeline Road was intended, at least in part, to relieve the high-volume load of commercial and residential traffic from TenTrails.

- a. Current Structural Load Analysis: What recent (2025–2026) structural engineering studies have been performed to prove the Rock Creek Bridge can

safely handle the projected heavy-vehicle traffic for another 1,100+ units of growth?

Rock Creek Bridge is subject to routine inspection and maintenance under established protocols. Inspections are provided by King County. The bridge was recently repaired and accepted by Council on September 5, 2024, and it continues to be monitored through a combination of inspections every 4 years and sounding inspections every two years. At this time, there are no identified structural deficiencies or load restrictions.

- b. **Emergency Access Risks:** In the event of a structural failure or required emergency maintenance on the Rock Creek Bridge, what is the contingency plan for traffic flow if Pipeline Road has not yet been built?

A structural failure of the bridge is a low-probability event, especially given the recent repairs and ongoing inspection program. In the event of an emergency closure, the City would implement standard emergency response and temporary traffic control measures, such as a detour, as well as coordination with Police, Fire, and the School District. It is not standard practice to have a developer assess the structural integrity of an existing off-site bridge.

15. The Fire and police departments both have stated that delaying Pipeline Road will affect response times. Why does the City feel this is not accurate?

See Staff Report and prior testimony from the initial hearing. As noted, the City of Black Diamond requires road networks to be designed to LOS C, rather than the more typical LOS D or lower. Emergency response times are not expected to be delayed. See page 10 of the Hearing Examiner's recommendation. Emergency vehicles are equipped with sirens and flashing lights and may avoid traffic disruptions and delays by proceeding past stop signs or signals, exceeding speed limits, and driving in the opposing lane of traffic.

D. Jones Lake Sewer Lift Station

16. The city owns the Jones Lake sewer lift station, which has limited capacity. The city has a contract with King County Metro to maintain this station through 2036. If King County does not continue this contract beyond 2036, can the city of Black Diamond consider the impact on its rate payers?

If King County does not continue to maintain the lift station, the City would need to maintain it.

E. Traffic Modeling and LOS

17. Since Pipeline Road was originally required at the earlier unit threshold specifically to mitigate traffic impacts on Roberts Drive and the SR-169 corridor, what has changed in the underlying assumptions that now makes it appropriate to delay that infrastructure by more than 1,100 additional homes?

What has changed is the underlying traffic analysis and observed system performance. Since the original modeling for the EIS, the City has completed updated traffic analysis in 2023–2024 using:

- New turning movement counts
- Updated trip generation rates
- Revised development phasing
- The City's latest travel demand model

This updated analysis shows two key things:

- The Morgan Street/Roberts Drive intersection, previously the controlling constraint, has now been improved with a signal. With that improvement, the intersection operates at LOS B, or an average delay of approximately 11 seconds per vehicle. For context, a signalized intersection can operate at up to 35 seconds of average delay and meet LOS C, which is the City's adopted standard.
- As a result, the next intersection projected to fall below the City's LOS standard shifts to Lake Sawyer Road/Roberts Drive at a later stage of development.

Modeling shows that LOS is maintained even if Pipeline Road is delayed by approximately 1,100 additional units. So, the change is not about allowing additional homes beyond what was originally anticipated; it is that updated, real-world data shows the transportation system can accommodate additional development while still meeting the City's adopted LOS standard.

In practical terms, the trigger has shifted because of the point at which LOS degrades has shifted. See Exhibit 6 from the initial hearing.

18. If the purpose of Pipeline Road was to relieve traffic pressure on Roberts Drive and SR-169, what analysis demonstrates that delaying its construction will not create the very impacts the original requirement was designed to prevent?

As discussed in Response to Question 17, the purpose of Pipeline Road is to maintain acceptable level of service (LOS) on Roberts Drive and the surrounding network.

“Traffic pressure” in this context is measured by LOS. The question, therefore, is whether delaying Pipeline Road results in intersections operating below the City’s adopted LOS standard.

The 2023 sensitivity analysis shows that LOS at all key intersections is maintained through at least 2,866 units, and the first deficiency does not occur until later at Lake Sawyer/Roberts Drive.

It is also important to note that the City of Black Diamond applies a higher LOS standard (LOS C) than neighboring jurisdictions, which typically operate at LOS D or E. This means the analysis is already applying a higher bar for acceptable traffic conditions, and even under that stricter standard, the system continues to perform adequately through the revised trigger point.

Accordingly, the updated analysis confirms that delaying Pipeline Road remains consistent with the original purpose of the requirement: to ensure acceptable traffic operations based on actual system performance.

19. If Pipeline Road is not constructed until 2,866 homes, what transportation improvements will be in place to ensure Roberts Drive and the SR-169 corridor can safely handle the additional traffic during that period?

As discussed in Responses to Questions 17 and 18, the controlling factor is level of service (LOS), and the analysis shows LOS is maintained through this period.

That performance is supported by existing improvements already implemented by Oakpointe along the Roberts Drive corridor, including:

- Roundabout at SR 169/Roberts Drive
- Roundabout at Lake Sawyer Road/Roberts Drive
- Signal at Morgan Street/Roberts Drive, which addresses the prior controlling constraint

These improvements address the previously identified LOS constraints and allow the corridor to continue to operate within LOS standards. They also ensure the corridor operates within regulatory expectations for a minor arterial, which is designed to accommodate approximately 5,000 to 15,000 average daily traffic (ADT).

Because these improvements maintain LOS within the City's adopted standard, no additional system-level improvements are required during this interim period.

20. If traffic conditions begin to degrade beyond the assumptions used in the City's traffic modeling, how would the City identify that change?

The City requires updated traffic studies with each development application (plats, commercial site plans, etc.), which evaluate whether LOS at the study intersections would fall below the City's adopted standards. This ensures that prior assumptions are continually validated against current conditions and updated projections.

21. Once such conditions are identified, what is the typical timeline for conducting a supplemental traffic analysis or study?

Analysis occurs as part of project review (e.g., preliminary plats or site plans), and any LOS degradation must be identified and mitigated on a project-by-project basis. If the submitted traffic studies show degradation of LOS below city LOS standards, the City would not authorize or approve construction unless the impacts are adequately mitigated.

22. After a traffic analysis is completed, what is the typical timeline for the City to determine and implement any required mitigation measures?

Mitigation is identified during project review, based on the required traffic analysis, and is determined prior to project approval if LOS standards would be affected.

Any required improvements are then established as conditions of approval, and must be constructed or financially secured by the project proponent before final approval or occupancy of the project.

This process ensures that impacts are addressed concurrently with development, rather than after the fact.

23. From the point at which traffic degradation is first observed to the point where mitigation decisions can be made, what is the typical timeframe for that process?

As noted in response to Question 22, potential LOS degradation is identified through required traffic studies submitted with each development application, which evaluate whether LOS at study intersections would fall below the City's adopted standards.

This analysis occurs during permit review, and any necessary mitigation is identified and required as a condition of approval, ensuring impacts are addressed before they occur.

The timeframe is therefore aligned with the project review process, with traffic evaluated concurrently regardless of permit type.

24. In addition to annual LOS monitoring, what other mechanisms or triggers could prompt the City to conduct additional traffic analysis?

The City does not have a standalone annual LOS monitoring program. Instead, traffic conditions are evaluated through required traffic studies with each MPD implementing project and midpoint monitoring under the Development Agreement.

The Development Agreement also provides the City authority to require mitigation for any newly identified deficiencies. See The Villages DA Section 11.

The City may conduct additional traffic evaluations as the need is perceived.

25. What traffic impacts are projected between the 1,746-unit threshold and the proposed 2,866-unit threshold?

There will be additional traffic on Roberts Drive; however, the existing intersection controls are projected to accommodate that growth while maintaining LOS standards through the 2,866-unit threshold. See Exhibit 6 from the initial hearing. Roberts Drive is classified as a minor arterial, designed to carry approximately 5,000–15,000 ADT, and recent traffic counts (2023) show volumes of less than 6,000 ADT—well within that range. Per page 12 of the Hearing Examiner's Recommendations to City Council for this amendment, "I believe that the traffic studies undertaken by the City's consultants as well as Oakpointe's experts are properly done and demonstrate that deferring construction of the Pipeline Road until the

2,866th dwelling unit would not adversely affect LOS along Roberts Drive. I therefore recommend that the City Council accept the traffic studies as being accurate.”

26. What are the realistic impacts to traffic on Roberts Drive as construction of Pipeline Road is delayed? Specifically, please realistically assess how the growth of residential and commercial properties, and related construction, result in additional traffic (including large construction vehicles) that have a significant and increasing negative impact on Roberts Drive.

- What interim traffic mitigation measures could be implemented to address congestion or safety concerns along Roberts Drive and surrounding corridors while Pipeline Road is delayed?

There will be incremental increases in traffic on Roberts Drive, including some construction-related traffic as development progresses. This may result in:

- Slightly longer peak-hour delays
- More turning movements at key intersections
- Temporary impacts from construction vehicles

However, as discussed in prior responses, the traffic analysis shows that all study intersections continue to operate within the City’s LOS standards through the 2,866-unit threshold, meaning the roadway is still functioning as intended for a minor arterial.

With respect to interim measures, the City has tools to address localized safety or operational concerns, including:

- Enhanced crosswalk treatments (e.g., flashing beacons)
- Signal timing adjustments or intersection control refinements
- Targeted traffic calming on local/residential streets
- Law enforcement and operational measures

27. Given the recent planning to build the Ten Trails Elementary school, was this impact fully assessed in the prior traffic studies? Was all the commercial development currently planned also addressed in the traffic studies? If these recent developments were not included, how could traffic study numbers be updated to determine the impact?

The 2023 sensitivity analysis included assumptions for the retail, office, and school development associated with the Master Planned Development, including the Ten Trails Elementary School, through the 2027 forecast year.

The analysis also incorporated background growth within and outside the City by applying an annual growth rate based on the City's updated travel demand model, ensuring regional growth was accounted for.

If future development differs materially from those assumptions, the City would require updated traffic studies with the applicable development application to confirm LOS compliance.

28. How does delaying Pipeline Road align with the City's transportation concurrency requirements and long-term transportation improvement planning?

As discussed in Responses to Questions 17 and 18, concurrency is measured by level of service. The updated analysis shows the study intersections are forecasted to remain within the City's LOS standards through the 2,866-unit threshold, so delaying Pipeline Road remains consistent with the City's concurrency requirements. Concurrency is defined under the Growth Management Act as maintaining adopted LOS standards.

29. Does the existing Environmental Impact Statement still adequately analyze traffic and infrastructure impacts if Pipeline Road construction is delayed by more than 1,100 additional homes? If so, what are the findings?

The original environmental review evaluated the transportation impacts of MPD buildout, and the later traffic work updated the analysis using current counts, current phasing, and the City's updated model.

The updated analysis confirms that delaying Pipeline Road does not create new unmitigated traffic impacts before the 2,866-unit threshold.

30. Has updated traffic modeling been conducted to determine how delaying Pipeline Road will impact traffic volumes on Roberts Drive, Lake Sawyer Road, and SR-169? If so, what are the findings?

Yes. The 2023 updated analysis evaluated the intersections of Ten Trails Parkway/Roberts Drive, Lake Sawyer Road/Roberts Drive, Morgan Street/Roberts Drive, and SR 169/Roberts

Drive. The analysis showed that all four intersections would operate within LOS standards to approximately 2,866 units.

31. Has the City or WSDOT evaluated whether delaying Pipeline Road will increase traffic loads across the Rock Creek Bridge and SR-169 corridor?

The traffic analysis evaluates intersection operations and level of service (LOS), which is the basis for concurrency.

Based on the updated analysis, the SR 169/Roberts Drive intersection is forecasted to operate at LOS A through 2027, well within the applicable standard.

This indicates that, from a traffic operations standpoint, delaying Pipeline Road does not create a capacity or LOS deficiency at SR-169/Roberts Drive within the study timeframe.

Per the EIS analysis, the timing of Pipeline Road construction is tied to maintaining LOS at study intersections, and the analysis shows those standards are met through the revised trigger point.

As discussed in response to Question 14, the Rock Creek Bridge is subject to ongoing inspection and maintenance, has been recently repaired, and currently has no identified structural deficiencies or load restrictions.

32. Could additional traffic volumes create capacity or safety concerns at SR-169 intersections before Pipeline Road is constructed?

No, not from a LOS or capacity standpoint. The intersection of SR 169/Roberts Drive is forecasted to operate at LOS A through 2027, well within applicable standards (LOS D on WSDOT roadways)

The City recognizes that perceived safety and comfort are important to residents' daily experience. If localized concerns arise, they can be addressed through targeted operational and safety improvements, such as enhanced crossings, signal timing adjustments, speed enforcement, and other context-appropriate measures.

33. Are any improvements or mitigation measures required if traffic increases on Roberts Drive or SR-169 due to the delay in constructing Pipeline Road?

Not based on the updated sensitivity analysis. As discussed in Responses to Questions 17, 18, and 30, the study intersections are forecasted to remain within the applicable LOS standards through the revised threshold, so no additional system-level mitigation is identified as necessary before that point.

That said, the City still retains authority to require project-level traffic analysis and mitigation with future development applications if updated studies show LOS at study intersections would fall below City standards.

F. Development Agreement Interpretation

34. What are the City's and Oakpointe's legal interpretation of the Development Agreement regarding the Pipeline Road construction trigger? Specifically:

- a. If the 1,746-dwelling-unit threshold were reached and Pipeline Road had not been constructed, what categories of permits would the City be required to pause?

All permits for development within the MPDs that would generate additional PM peak hour trips, which would include all building permits for new commercial, school, and residential construction.

- b. Would this interpretation apply to all implementing permits within the MPD- including residential building permits, commercial construction permits, school construction permits, subdivision approvals, and site development permits- or only to residential dwelling-unit permits?

It would apply to all new construction that would generate new PM peak hour trips, including school, commercial, and residential. It would not necessarily preclude preliminary plats, short plats, final plats, binding site plans, or site plan reviews, as none of those approvals entitle the property owner to construct new dwelling units or commercial structures that would generate new trips. For example, the Hearing Examiner concluded in his Findings and Decision on the preliminary plat application for Phase 1B, Plat A (Mountain View) that he could approve the preliminary plat even though Pipeline Road hadn't been dedicated prior to the dwelling unit threshold, but noted that additional building permits may be precluded. See pages 13-14 of the Findings and Decision for Phase 1B, Plat A, dated July 10, 2023. Notably, this

preliminary plat proposed both commercial and residential development. The Examiner did not suggest that commercial building permits could be treated differently than residential building permits.

- c. Which specific provisions of the Development Agreement, municipal code, or other governing documents support this interpretation?

The key section of the vested municipal code that pertains to MPD Development Agreements, BDMC 18.98.090, states as follows:

The MPD conditions of approval shall be incorporated into a development agreement as authorized by RCW 36.70B.170. This agreement shall be binding on all MPD property owners and their successors, and shall require that they develop the subject property only in accordance with the terms of the MPD approval....

As this code provision makes clear, "**all**" MPD property owners and their successors must develop "in accordance with" the MPD conditions of approval and Development Agreement. This code section also expressly states that the DA conditions of approval must be in place prior to "any subsequent implementing permits or approvals":

. . . This agreement shall be signed by the mayor and all property owners and lien holders within the MPD boundaries, and recorded, before the city may approve any subsequent implementing permits or approvals (preliminary plat, design review, building permit, etc.).

No distinction is made between residential, commercial, public (school) or other types of permits. The Enumclaw School District and commercial property developers are successors to Oakpointe, and thus must ensure that all applicable MPD permit conditions and mitigation requirements from the DA have been met in order to obtain implementing permits or approvals.

As a condition for mitigation of traffic impacts, the Villages MPD Development Agreement Section 6.4.3 currently requires that Pipeline Road be constructed by the earlier of 1,746 dwelling units or when traffic conditions on Roberts Drive are degraded below the City's adopted LOS standards. Combining BDMC 18.98.090 and DA Section 6.4.3, no

implementing permits or approvals within the MPD boundaries may be issued if Pipeline Road has not been completed by the 1,746th dwelling unit.

The City has consistently maintained this legal standard throughout buildout of the MPDs. For example, starting with the first final plat approved within Ten Trails, PP1A Division 1, the City required that the following statement be recorded on the face of the final plat, in ALL CAPS, under the heading CITY OF BLACK DIAMOND CONDITIONS:

APPROVED MPD STATEMENT (Exhibit 3):

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

Notably, PP1A Division 1 includes the proposed elementary school site and many commercial sites. Because this Approved MPD Statement is recorded on the final plat, any school or commercial developer wishing to develop within PP1A Division 1 is deemed to have notice that compliance with DA conditions of approval and MPD mitigation measures is a requirement for development of their property.

Similarly, the final plat of Phase 1B, Plat A (Mountain View) Division 1-3 & 7-9, which lies to the north of Roberts Drive, includes multiple notices on the face of the final plat stating that all DA mitigation requirements, including Pipeline Road construction, apply to development of sites within the plat:

Sheet 3 of 10: City of Black Diamond Conditions

APPROVED MPD STATEMENT:

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

Sheet 4: Conditions for Final Plat

2. Preliminary Plat Phase 1B Plat A Condition #7:
INFRASTRUCTURE IMPROVEMENTS SHALL BE CONSTRUCTED AS
REQUIRED BY THE VILLAGES DEVELOPMENT AGREEMENT
SECTION 11: PROJECT PHASING, APPLICABLE IMPLEMENTING
PROJECT CONDITIONS OF APPROVAL, AND APPLICABLE SEPA
MITIGATION MEASURES.

Sheet 10 of 10

INFRASTRUCTURE IMPROVEMENT TIMING (Exhibit 4)
(INFRASTRUCTURE IMPROVEMENTS SHALL BE CONSTRUCTED AS
REQUIRED BY THE VILLAGES DEVELOPMENT AGREEMENT
SECTION 11: PROJECT PHASING, INCLUDING – BUT NOT LIMITED
TO – THE FOLLOWING ITEMS) (Table)
PIPELINE ROAD ... CONSTRUCTION MUST OCCUR AND THE
ROAD OPEN TO TRAFFIC PRIOR TO BUILDING PERMIT FOR
1,746TH DWELLING UNIT (UNLESS REQUIRED EARLIER BY
INCREASED DELAY OR LOS IMPACT).

Attached to these responses is a copy of the Infrastructure Improvement
Timing table attached to the Phase 1B Plat A (Mountain View) Divisions 1-3 &
7-9 final plat.

A similar table has been included with all final plats approved by the City
Council since the approval of the very first final plat in Ten Trails PP1A.

35. Would approving this amendment set precedent for future infrastructure delays in the
MPD?

No, the Development Agreement cannot be amended without City approval pursuant to the
amendment procedures provided in the DA. Approving one amendment does not create a
right to approval of future amendments.

II. Questions for the Master Developer (Oakpointe)

A. MPD Construction Status and Timelines

36. What is the current number of approved building permits in Ten Trails? The Hearing Examiner's report referenced approximately 1,600 homes— is that still accurate?

37. Please provide the number of residential dwelling units permitted or constructed in Ten Trails for each of the past five years.

38. What is your estimated timeline to reach:

- 1,746 homes (the current trigger)
- 2,866 homes (the proposed trigger)?

39. Please provide projected residential construction in Ten Trails by year for the next five to seven years.

- Based on those projections, in approximately what year is the 2,866-unit threshold expected to be reached? How was the new threshold trigger determined? What was this based on?

40. What is the anticipated mix of housing types within the upcoming phases of Ten Trails, including single-family homes, townhomes, and other multi-unit housing?

- a. What is the expected sequencing of these phases, and which types of housing are anticipated to be constructed first?
- b. If a significant portion of future development includes townhomes or other higher-density housing, how would that affect the projected timeline for reaching the proposed trigger of 2,866 dwelling units?

41. Please walk us through the expected timeline for Pipeline Road construction. Include expected timing for remaining design, permitting, bidding, construction, and dedication of right-of-way.

- a. Some have made statements that the road could take three or more years to construct. Please explain whether that timeline is accurate?
- b. If Pipeline Road were made a priority, what is the fastest timeline in which it could realistically be built?
- c. What portions of the design, engineering, environmental review, and right-of-way dedication or acquisition have already been completed?

- d. What factors primarily control the timing of Pipeline Road construction (such as design completion, permitting, financing, coordination with other infrastructure, or development sequencing)?
- e. Are there any impediments to the timely construction of Pipeline Road without approval of the amendment? Are there remaining land or access issues with any third parties?

42. Please explain how the expected construction timeline would differ under:

- the current 1,746-unit trigger, and
- the proposed 2,866-unit trigger.

43. If Pipeline Road construction were prioritized today, what is the earliest realistic date construction could begin and when could the road be completed?

44. Given the growth occurring in Ten Trails, why has Pipeline Road construction not already begun?

45. Why would Oakpointe install the haul road for the Lawson Hills MPD in 2025 (which was approximately 3900' long, moving 62,338 cubic yards of material), instead of focusing on building the Pipeline Road?

46. What assurances or safeguards can Oakpointe provide that Pipeline Road will still be constructed and not delayed further in the future?

47. Would Oakpointe be willing to commit to beginning Pipeline Road construction by a specific date, such as 2027, regardless of permit counts?

48. If the amendment were approved, would Oakpointe be willing to commit to a construction start date and completion date for Pipeline Road?

49. Would Oakpointe be willing to move the construction trigger slightly earlier than 2,866 homes to provide additional assurance to residents?

- If the Pipeline Road construction trigger were set at an intermediate level (for example between approximately 2,000 and 2,200 dwelling units), how would that affect development sequencing and the timing of Pipeline Road construction?

50. At what development milestone or project phase would it realistically make sense for Pipeline Road construction to begin based on traffic conditions and development patterns?

51. If the Council approves this amendment, what specific commitments is Oakpointe willing to make tonight to ensure Pipeline Road is delivered in a timely manner?

- Would the developer be willing to provide a financial guarantee or performance bond to ensure Pipeline Road construction occurs?
- If the Ten Trails build-out slows before reaching the trigger, could Pipeline Road remain unbuilt indefinitely by Oakpointe?

B. Construction and Maintenance Costs

52. What is the current estimated cost of Pipeline Road, and how has that estimate changed since the Development Agreement was originally signed?

53. Is Pipeline Road currently included in Oakpointe's capital planning or financial projections, and if so, what timeframe for construction is reflected in those plans? How has the Developer ensured that this and other future required projects can be financially completed per the Development Agreement schedule?

C. Traffic and Transportation Considerations

54. Traffic models measure technical standards, but residents experience traffic very differently. What assurances can you provide that the daily driving experience on Roberts Drive will remain reasonable as the City continues to grow?

55. How much of the traffic analysis depends on improvements at the Morgan Street / Roberts Drive intersection?

56. If that intersection begins experiencing significant delays, how would congestion be experienced along Roberts Drive and into Ten Trails?

57. While Pipeline Road is delayed, what improvements would the developer be willing to make to improve traffic conditions on Roberts Drive?

58. Transportation Network Sequencing: Northern Connector. Planning documents indicate that the Northern Connector road is intended to connect SR-169 to Pipeline Road.

- a. If the construction trigger for Pipeline Road is delayed under the proposed amendment, would that also delay the expected timeline for construction of the Northern Connector road?
- b. Based on current planning assumptions, when would the Northern Connector road realistically be expected to be constructed?

59. Transportation Network Sequencing: Southern Connector. Planning documents indicate that a Southern Connector road is intended to serve the southern phases of Ten Trails development.

- What is the currently planned timeline for construction of the Southern Connector road?
- Was the Southern Connector road included as an assumption in the traffic analysis for Roberts Drive and the associated Level of Service (LOS) modeling used to evaluate the proposed amendment?
No. The Southern Connector was not assumed to be built with the traffic model update. Accordingly, it was not a controlling factor in evaluating the timing for Pipeline Road or the LOS performance of Roberts Drive within the 2,866-unit threshold.
- If the Southern Connector road is not constructed within the timeframe assumed in the traffic analysis, how would that affect the traffic conditions projected for Roberts Drive?
It would not affect the conclusions of the analysis because construction of the Southern Connector was not assumed in the modeling.
- Until the Southern Connector road is constructed, what routes are expected to carry construction traffic associated with the southern phases of Ten Trails?
- Will construction traffic continue to utilize Roberts Drive and completed residential streets within Ten Trails until the Southern Connector is built?
- Given that completed roads within Ten Trails are now under City maintenance, what impact could continued heavy construction traffic have on those roads and the City's long-term maintenance obligations?
- If the construction of Pipeline Road is delayed under the proposed amendment, could the timeline for the Southern Connector road be moved forward to reduce construction traffic impacts on Roberts Drive and existing residential streets?

60. Would the City retain the ability to require earlier construction if traffic impacts exceed projections?

D. Potential Impacts to Permitting and Other Development

61. If the Council votes NO, which types of building permits in the MPD would be affected?
For example:

- residential construction
- commercial development

62. If residential development permits were paused until the completion of Pipeline Road, how would that affect the anticipated timeline for the Ten Trails commercial area?

63. What is the anticipated construction timeline for the Ten Trails elementary school?

64. What impact would a delay in development have on the timing and construction of the planned new school in Ten Trails?

65. How would suspending all MPD building permits pending completion of Pipeline Road affect the cities of Maple Valley and Covington with respect to their transportation projects and funding?

66. If this amendment is approved, can Oakpointe commit to continuing development activity and permit applications without interruption?

67. Would the developer be willing to provide annual updates to the City Council on development progress and the Pipeline Road timeline?

68. What public benefit does the City receive in exchange for approving this amendment? Would the amendment shift infrastructure obligations or risks from the developer to the City?

E. Safety & Emergency Response

69. Mitigation of Wear and Tear on Rock Creek Bridge and Roberts Drive: If Pipeline Road is delayed, what financial or technical responsibility will Oakpointe assume for the accelerated degradation of the Rock Creek Bridge and Roberts Drive?

F. Utilities on Pipeline Road

70. In the Hearing Examiners summary on page 13, bullet point 3 mentions installing other utilities at the same time as Pipeline Road is built. When the road is being constructed should it be mandatory that the sewer line be installed to serve the Lawson Hills MPD?

- In the General Sewer Plan, Addendum 1, page 4 states that if the Pipeline Road is completed before the Lawson Hills MPD is developed, then all sewer from the East Basin will discharge directly into the King County interceptor line on the Lake Sawyer Rd.

- Installing sewer lines as part of Pipeline Road may avoid delays in permitting homes in the Lawson Hills MPD to connect to sewer. Heavy rains in December 2025 resulted in I&I that overwhelmed the Jones Lake Sewer Station, calling into question the capacity of the Jones Lake sewer lift station to handle sewage from Lawson Hills.

71. Oakpointe has proposed that sewage from the 1200 proposed new homes in the Lawson Hills MPD be directed to the Jones Lake lift station, rather than including sewer lines in Pipeline Road. This could leave greatly reduced or zero capacity at the Jones Lake station for additional infill with residential and commercial development in the older parts of the city. What impacts would it have on Black Diamond ratepayers if sewer lines are not included in the construction of Pipeline Road, leaving the public to pay for future sewer installation in Pipeline Road?

G. Development Agreement Interpretation

72. What is Oakpointe's legal interpretation of the Development Agreement regarding the Pipeline Road construction trigger? Specifically:

- a. If the 1,746-dwelling-unit threshold were reached and Pipeline Road had not been constructed, what categories of permits would the City be required to pause?
- b. Would this interpretation apply to all implementing permits within the MPD- including residential building permits, commercial construction permits, school construction permits, subdivision approvals, and site development permits- or only to residential dwelling-unit permits?
- c. Which specific provisions of the Development Agreement, municipal code, or other governing documents support this interpretation?

73. Would approving this amendment set precedent for future infrastructure delays in the MPD?

74. Under the Development Agreement, is Oakpointe responsible for funding staff or consultant costs tied to development review while Pipeline Road construction is delayed?

75. Under the current Development Agreement, are there any financial or operational obligations from Oakpointe that would change if this amendment is denied?

III. Questions for Enumclaw School District regarding Ten Trails Elementary School

76. Could the District clarify whether a pause in residential development permits within Ten Trails - if the amendment were not approved - would affect the District's ability to proceed with construction of the planned Ten Trails Elementary School?
77. The City collects school impact fees (mitigation fees) on behalf of the Enumclaw School District when residential building permits are issued. If residential permits were paused pending completion of Pipeline Road, how would the loss or delay of those impact fee/mitigation revenues affect the District's financial planning for the Ten Trails Elementary School project?
78. Are school impact fee revenues from Ten Trails development currently assumed as part of the District's financial planning or funding strategy related to this school?
79. If residential permit activity slowed or paused, would that affect the District's ability to maintain the planned construction timeline for the Ten Trails Elementary School?
80. If construction of the school were delayed due to funding or permit-related impacts, what would be the likely implications for the District's ability to open the school by the planned target year?
81. More broadly, how would a significant slowdown in residential development within Ten Trails affect the District's long-term planning for enrollment growth and school capacity in the District, specifically for Black Diamond?

OAKPOINTE

MEMORANDUM

Date: April 6, 2026
To: City of Black Diamond Hearing Examiner Mark Scheibmeir
From: Nancy Bainbridge Rogers
Subject: Remand Hearing for Major Amendment to the Ten Trails Development Agreement (Pipeline Road Construction Threshold)
 City File Number PLN25-0006

I. Introduction

This firm represents the Applicant CCD Black Diamond Partners LLC (“Oakpointe”). Oakpointe is the Master Developer for the Ten Trails MPD. Oakpointe asks the City to approve an amendment to the Ten Trails Development Agreement (“DA”) to move the threshold by which Pipeline Road must be constructed and open to traffic from 1,746 Dwelling Units (“DU”) to 2,866 DU. After review of the Hearing Examiner’s original Recommendation and a closed record hearing on this matter, the City Council remanded the matter to the Hearing Examiner, seeking answers to a list of 81 questions. This memo includes Oakpointe’s answers to the questions directed to Oakpointe, as well as Oakpointe’s answers to many of the questions directed to the City or others.

II. Oakpointe’s Response to City Council Questions

I. Questions for City Staff

A. Budgetary/Financial Considerations

1. What would be the financial impact to the City if the Council votes NO on this amendment?

Answer: As detailed below, if the Council votes NO on this amendment, then approximately \$7,874,737 in annual City revenue for 2026 and 2027 will be lost. This is nearly 40% of the City’s total operating revenue for each year.

Beyond operating revenue, the City’s own adopted 2026–2031 CIP² includes approximately \$75.1M in developer-funded capital projects contingent on continued development activity. The cessation of permitting at Ten Trails does not just affect the operating budget — it will slow or stop all the infrastructure investment pipeline the City has planned for through the decade.

These financial consequences result from a NO vote because a NO vote means that permitting and construction for new homes, new commercial development, and new schools and all other buildings and uses in Ten Trails will cease. There would be a small amount of ancillary permitting

¹ Oakpointe acknowledges these questions were posed to City Staff. Oakpointe also wishes to answer these questions.

² The City’s CIP is Exhibit E to the Declaration of Justin Wortman.

work that would continue for a short time, so as to complete the construction of buildings that have already received building permits in Ten Trails.

Cessation of new permitting and construction causes significant short-term and long-term impacts on the City’s budget.

In 2025, the City recorded \$3,108,400 in Land Use and Permitting Fees, which was 206% of the City’s budgeted amount. This was nearly 25% of the City’s total revenue for 2025, and contributed to a General Fund surplus of \$1,511,690. A “NO” vote results in cessation of new permits and eliminates this revenue stream almost entirely.

Using the City’s adopted, and conservative, 2026 budget rate as the baseline, cessation of all new permitting puts at least \$3,785,364 in annual City revenue at risk. That revenue is almost 40% of the total City operating revenue — broken out across four categories:

- **Land use and permitting fees: \$1,672,800** — The City’s budget assumes only \$1,672,800 in land use and permit application and processing fees from Ten Trails in 2026.³ Given that the 2025 actual amount was \$3,108,400, confirms the City’s budget figure is a conservative floor. In any event, cessation of new permitting is expected to cost the City at least \$1,672,800
- **Construction sales tax: \$589,570** —The City collects substantial sales tax on construction materials, which revenue stream will cease as new residential starts stop and in-progress homes wind down; and commercial construction also stops.
- **New construction property tax levy: \$304,009** — The City collects property taxes on newly constructed buildings. This loss will be a permanent loss, not a deferred loss and will compound in subsequent years as new buildings enter the assessed value roll at a later date or not at all.
- **MDRT city staff reimbursement: \$1,218,985** — The money paid by Oakpointe to pay for MDRT staff expenses will be eliminated as development review activity ceases with permitting.

At 2026 budget rates, and assuming Pipeline Road permits and approvals are issued within 5 to 6 months, so that Oakpointe could initiate the 18 month construction window, and further assuming Oakpointe had the financial ability to build Pipeline Road even without on-going permitting of new development (which it does not), and that permitting would immediately restart after Pipeline Road opened (which is unlikely), a cessation of Ten Trails permitting would amount to about two years of revenue loss for the City. Two times \$3,785,364 is **\$7,570,728 in total City revenue that will be lost.**

In addition, the property tax losses compound and result in year over year reductions in City revenue: homes not permitted in 2026 are absent from the 2027 levy roll (\$304,009 lost); homes missing from both 2026 and 2027 are absent from the 2028 levy roll (\$608,018 lost in that year alone). The true two-year property tax loss is approximately **\$912,027**, not just the \$304,009 new

³ This is the complete year number, and some fees will have already been collected by the City.

construction property tax loss noted above. This means the true two-year gross revenue loss is approximately **\$7,874,737**. And unlike the other City revenue lines, this loss does not end when permitting resumes. Each cohort of missing homes is **permanently absent** from the levy base for the life of the city, as summarized in the table below.

Tax year	2026 cohort homes not built in 2026	2027 cohort homes not built in 2027	Total new construction levy lost that year
2026	\$304,009	—	\$304,009
2027	\$304,009 <small>same homes, still absent from roll</small>	\$304,009	\$608,018
Two-year total	\$608,018	\$304,009	\$912,027

Another source of funds the City would lose is from Oakpointe’s planned purchase of approximately 790 TDRs, at \$4,500/TDR. If Ten Trails permitting and construction halts, Oakpointe will have no reason to purchase these TDRs, meaning **the City will lose approximately \$3,555,000 in additional planned revenue** for 2026.

Cessation of Ten Trails permitting triggers a cascade that cannot be unwound on any schedule nor fully predicted or easily mitigated. Oakpointe will be unable to get new preliminary plats or final plats approved. Homebuilders will not close on the purchase of even pre-existing already approved lots from Oakpointe, because they will be unable to build new homes. Builders also will redirect their interest to other communities, and will not return quickly. Once one permit stoppage is enacted by the City, builders will be concerned about the risk of future permitting stoppages, making them less likely to choose Ten Trails and the Black Diamond community. Subcontractors will demobilize. Lenders will reassess willingness to lend in the area. The City’s own financial rating may be impacted. The development ecosystem that has taken years to build will not restart by simply again allowing permit applications to be processed and approved. In other words, this is not a short-term problem with a short-term solution.

In part because of the on-going building in Ten Trails, the City has run a budget surplus in five of the last seven years and is actively working toward structural budget balance. Even a two-year permit stoppage at conservative budget rates would produce back-to-back deficits, reversing that trajectory. It is in the City’s best financial interest to approve the adjusted construction completion threshold for Pipeline Road.

2. Please identify in the City’s budget which revenue sources would likely decline and estimate the potential scale of those declines. For example:

- **Building permits**
- **Plan review fees**
- **Inspection fees**
- **Impact fees (including school impact fees)**
- **Utility hookups (water and sewer)**
- **Construction sales tax**

Answer: The City will suffer significant losses in all of the listed revenue sources. The City's 2026 Preliminary Budget⁴ states explicitly: *"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... 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."*

Ten Trails represented 94% of single-family new construction permits in Black Diamond in 2025. Ending permitting of new buildings in Ten Trails eliminates the development-driven portion of the following affected revenue lines, as sourced entirely from the City's own budget documents and 2025 full-year actuals:

- **Community Development Revenue — 2025 actual: \$3,108,400 / 2026 budget: \$1,672,800**

This is the City's largest development-driven revenue line. Includes building permits, plan check review fees, mechanic and plumbing permits, fire inspection fees, SEPA fees, and other land use fees — all triggered by active development and all eliminated simultaneously at the pause date with no wind-down. The 2026 budget of \$1,672,800 is a conservative floor; 2025 actual performance of \$3,108,400 confirms how dramatically this line responds to active permit flow.

- **MDRT Funding Agreement — 2025 actual: \$1,186,530 / 2026 budget: \$1,218,985**
Reimbursement from the Oakpointe for City staff embedded in the development review process. Eliminated as development review activity ceases.

- **MDRT Consultant Reimbursement — 2025 actual: \$1,855,000 / 2026 budget: \$1,855,000**

Developer reimbursement for external MDRT consultants. Eliminated when new permitting ends, alongside the consultant costs it funds.

- **Sales tax from construction — 2025 actual: \$551,000 / 2026 budget: \$589,570**

The City separately tracks and budgets construction-related sales tax, noting it represents approximately 38% of total sales tax revenue. Eliminated as both new residential and commercial construction starts cease and in-progress homes and businesses wind down and complete construction. Commercial construction timing also slips simultaneously as the residential rooftop count that underwrites commercial tenant decisions stalls; that is, stopping all permitting in Ten Trails will negatively impact future commercial development even after new building permitting resumes.

⁴ Materials from the City's Budget are Exhibit F to the Declaration of Justin Wortman.

- New construction property tax levy — 2026 budget: \$304,009**

Based on \$227,961,256 in new construction assessed value at the City’s levy rate of \$1.33 per \$1,000. Unlike every other revenue line this loss is permanent and compounds: homes not permitted in 2026 are absent from the 2027 levy roll; homes missing from both 2026 and 2027 are absent from the 2028 levy roll. The true two-year compounded property tax loss is approximately \$912,027 — not the simple \$608,018 doubling — and the loss does not end when permitting resumes. Each cohort of missing homes is permanently absent from the levy base for the life of the city.
- Utility taxes on water, sewer, and stormwater — 2026 budget: \$557,686 combined**

Water (\$199,882), sewer (\$174,974), and stormwater (\$182,830) utility taxes are levied on consumption by connected properties. New Ten Trails homes that are never built never connect, never consume, and never generate utility tax revenue. Like the new construction property tax levy, the utility tax loss from homes never built is permanent and compounds silently year over year as each successive missing cohort of homes remains absent from the utility rate base indefinitely.
- REET I and REET II — 2026 budget: \$1,219,000 combined**

The City collects Real Estate Excise Tax (“REET”) on all real estate sales. These taxes fall into two different categories. REET I (Fund 311, 2026 budget: \$612,000) provides funds for general government capital projects and fire equipment. REET II (Fund 321, 2026 budget: \$607,000) funds street, public works, and utility infrastructure capital projects. Both are legally restricted to capital purposes and cannot be redirected to operations. The City’s own budget narrative for both funds states explicitly that 2026 revenue projections assume *“continued revenue based on ongoing construction and property sales and development activity.”* Ten Trails lot sales and home closings are the primary driver of property sales activity within Black Diamond. No new permits will stall lot absorption, slow real estate closings, and directly impair both REET funds — cascading into the CIP projects they support, several of which have no alternative funding source.

In short, the revenue lines above span the General Fund, utility funds, and restricted capital funds. They are not independent risks — they move together because they share a single cause: active development at Ten Trails. The City’s own budget acknowledges this concentration explicitly. Halting permitting for new buildings in Ten Trails does not create headwinds across these lines of revenue — it eliminates the development-driven portion of each simultaneously, producing an immediate and compounding fiscal impact across every fund the City operates. The 2026 budget figures cited are conservative baselines; 2025 actual performance confirms the true exposure is materially higher across nearly every category.

3. What are the expenses that would be reduced, and what is the potential scale of those changes?

Answer: Halting permitting in Ten Trails does not produce expense relief proportional to the revenue it eliminates. This is because the City’s cost structure is largely fixed — public safety

(police, fire, municipal court) represents nearly 57% of operating expenditures and does not flex with permit volume under any scenario.

The expense reductions fall into three categories:

- **MDRT Funding Agreement staff costs — \$1,218,985**

The City staff positions embedded in and funded by the MDRT Funding Agreement would be eliminated alongside the revenue that funds them. This is not a net savings — it is a simultaneous elimination of both sides of the ledger. The revenue disappears and the cost disappears in equal measure. The net fiscal impact to the City on this line is zero, which is precisely why the full \$1,218,985 appears in the revenue-at-risk analysis — the offset provides no relief to the City’s overall fiscal position.
- **MDRT Consultant Reimbursement — \$1,855,000**

External MDRT consultant costs funded by developer reimbursement would similarly cease alongside their revenue. Again, this is a net zero — both sides of the pass-through disappear simultaneously. No fiscal relief to the City.
- **Community Development staff — partial reduction**

Some portion of Community Development’s \$1,609,327 in expenditures — primarily building inspectors, permit technicians, and plan review staff — could be reduced as permit volume drops. This is not automatic; it requires active staffing decisions that carry severance exposure, unemployment costs, and the loss of institutional knowledge that is expensive and slow to rebuild when development resumes. The reduction would be partial — code enforcement, planning, and land use functions continue regardless of permit activity in Ten Trails. The net expense relief from Community Development staffing reductions would be meaningful but materially less than the revenue loss it partially offsets.
- **Legal services — minor potential reduction**

A small portion of the City’s \$191,500 legal services budget is development-related. However, halting permitting in Ten Trails may actually increase legal costs — DA disputes, council proceedings, and potential litigation all generate legal expense without corresponding revenue. Any reduction in development-related legal review would likely be offset or exceeded by dispute-related legal costs. Net relief on this line is uncertain and potentially negative.

In summary, the City’s two MDRT consultants would be let go, and the MDRT staff and department would be wound down. Beyond that, the only meaningful expense flexibility is a partial reduction in Community Development staffing — a management decision with real transition costs. The remaining ~57% of the operating budget tied to public safety and administration is entirely fixed and it is unlikely that the City would have sufficient revenue to sustain the current level of services.

4. What indirect financial impacts could occur in departments outside of MDRT if development slows or stops?

Answer: Indirect financial impacts will occur, including the following:

- **Commercial development delay**
 The Ten Trails commercial core is designed to serve a residential population, within both the Master Planned Developments, other Black Diamond residents and the community around Black Diamond. Commercial tenant decisions — lease commitments, construction financing, build-out timing — are underwritten by rooftop count and household density in the surrounding residential area. Halting all new permits in Ten Trails immediately stops all new commercial development. In addition, the cessation of permitting for new homes stalls residential growth, which stalls commercial viability, which delays the sales tax revenue, utility tax revenue, business license revenue, and an increased property tax base that the City has planned for in its long-range financial projections.
- **REET revenue compression**
 As explained in the response to Question No. 2, REET I and REET II together are budgeted at \$1,219,000 in 2026, explicitly premised on continued development activity. Halting new permits in Ten Trails stalls lot absorption and home closings — the primary driver of REET collections — compressing both funds and cascading into the CIP projects they support. Several CIP line items have REET as their only non-developer funding source. Those projects would not get built.
- **Investment income decline**
 As development-driven fund balances decline across the General Fund, utility funds, and capital funds, the City’s investable cash position shrinks. The City earned \$801,237 in investment income in 2025 across all funds. A sustained revenue shortfall draws down reserves, reduces investable balances, and reduces investment income — adding a further indirect drag on every fund the City operates.
- **Builder and market attrition**
 Oakpointe has assembled an active builder community — Lennar, Toll Brothers, Richmond American, Conner Homes, and others — each with lot purchase contracts, construction pipelines, and subcontractor relationships. Halting permitting at Ten Trails triggers contract defaults, redirects builder purchasing activity to other communities, and demobilizes subcontractor networks. These relationships do not just pause — they break. Rebuilding them when permitting resumes takes years and does not happen at the same pace or scale. The long-term assessed value trajectory, sales tax base, and utility rate base of the City are all permanently smaller than they would otherwise have been.

- **Assessed value growth stagnation**

The City’s assessed valuation has grown from \$867M in 2019 to \$2.627B in 2026 — a 203% increase driven primarily by Ten Trails development. That growth trajectory drives the levy base, the utility rate base, and the long-term fiscal capacity of the City. Halting permitting does not merely slow that trajectory — it permanently reduces it, because homes never built are never assessed, never taxed, and never contribute to the base against which future levy increases are calculated.

- **Staff retention and recruitment**

If development slows significantly and staffing reductions become necessary, the City faces a talent retention problem. Experienced permit technicians, inspectors, and planners who are laid off or furloughed do not wait for Black Diamond to resume permitting — they find other positions. Rebuilding that institutional capacity when development resumes is slow, expensive, and creates a processing backlog that further delays the revenue recovery the City will need.

- **City credibility and partner confidence**

The City’s relationships with Oakpointe, the Enumclaw School District, home builders, and infrastructure partners are built on the assumption that Black Diamond is a reliable, predictable regulatory environment. A stop to all Ten Trails permitting — particularly one triggered by a procedural failure to complete a DA amendment that the City’s own traffic engineers have already recommended be approved — signals regulatory instability to every current and future development partner. That reputational cost does not appear in any budget line but it is real, durable, and ultimately fiscal in its consequences.

5. How many City staff positions are currently supported by development-related revenue?

Answer: Nine City Staff positions and one consultant (the City Attorney) are either partially or entirely funded by Oakpointe pursuant to the MPD Funding Agreement.

Specifically, the Master Planned Developments (MPDs) directly and entirely support four City staff positions: MDRT Director, MDRT Administrative Assistant (.75 FTE), and two City Inspectors. The MPDs also directly support portions of the Finance Director (\$36,300), Public Works Director (\$36,300), Community Development Director (\$30,855), City Clerk (\$53,993.50), and City Attorney (\$200,000 in consultant costs) roles. The MPDs provide support for the City’s Information Technology Department (\$29,296.37 wages).⁵

In addition to the direct funding the MPDs provide, revenue generated from building permit fees and sales tax is used to fund multiple positions within the City.

⁵ See, MDRT Work Plan for 2026, attached as Ex. M to the Declaration of Justin Wortman.

6. If development slows significantly, what potential impacts could there be to City staff, such as layoffs, furlough days, or loss of consultant support?

Answer: The City administration may choose to use to any or all of these measures to control staff expenses in the face of lost revenues from halting permitting at Ten Trails.

7. Which departments would be impacted both directly and indirectly? For example:

- **Planning**
- **Permit technicians**
- **Engineering review (consultants)**
- **Building inspectors**
- **Legal review (consultants)**

Answer: Each of the above departments would be impacted both directly and indirectly by the revenue losses and work losses associated with halting new building permits in Ten Trails.

For example, in 2025, 307 out of 327 (93.8%) building permit applications⁶ for new homes in the City were for homes in Ten Trails. Losing that much work and revenue would have wide-ranging effects for departments throughout the City.

- **Planning** – The City’s Community Development Department would be directly impacted as a result of the approximately 94% decrease in building permits. The City likely will not have enough work to keep the current planning staff fully utilized.
- **Permit technicians** – Directly impacted as a result of the 94% decrease in building permits. The City likely will not have enough work to keep the current permit technicians fully utilized.
- **Engineering review (consultants)** – MDRT consultant engineers would be directly impacted. In 2026, the MPDs will contribute over \$1,000,000 to engineering review for the MDRT. The Public Works Department will also be directly impacted by the loss of \$36,300 to support the Public Works Director position.
- **Building inspectors** – Directly impacted as a result of the 94% decrease in building permits. The City likely will not have enough work to keep the current inspectors fully utilized.
- **Legal review (consultants)** – Legal review will be directly impacted. The MPDs currently provide \$200,000/year for legal services that would end; however, as noted elsewhere in this memo, there is also a possibility that legal needs would

⁶ The number of applied for building permits differs from the number of issued building permits. As described below, in 2025, 282 building permits were issued for new dwelling units in Ten Trails.

increase due to claims and litigation potentially driven by a halt in new permitting.

8. What are the short- and long-term growth impacts to the City if permits were paused in Ten Trails for an extended period of time?

Answer: There are short-, medium- and long-term impacts to the City directly driven by any action that halts new permitting in Ten Trails.

Short-term (immediate to 24 months):

The short term impact of halting new permits in Ten Trails is the triggering of an immediate and simultaneous collapse across multiple revenue streams — Community Development fees, construction sales tax, MDRT reimbursements, and new construction property tax — totaling approximately \$3,775,164 in annual General Fund revenue at 2026 budget rates, against a largely fixed cost base. In addition, the City will lose planned revenue totaling up to \$3,550,000 when Oakpointe does not purchase TDRs from the City in 2026. The City would face an immediate structural deficit in a fund that has run surpluses in five of the last seven years. The Ten Trails Elementary School financing structure also will collapse, impacting both residents of Ten Trails and other areas of the City. Oakpointe-funded CIP projects totaling approximately \$75.1M across 2026–2031 will be jeopardized. The development ecosystem that took years to assemble will begin to disintegrate within months.

Medium-term (2–5 years):

The commercial core — whose viability depends on residential rooftop count — will be stalled, deferring sales tax, utility tax, and property tax revenue the City has counted on in its long-range plan. The assessed value trajectory that drove Black Diamond’s growth from \$867M in 2019 to \$2.627B in 2026 will flatten.

Long-term (5+ years):

The City’s own growth projections anticipate a population of over 20,000 residents within 20 years, driven by the Master Planned Developments. Halting new permits in Ten Trails for even two years will disrupt the development ecosystem and force a reset. Homes never built are never assessed, never taxed, and never contribute to the utility rate base or levy base against which future fiscal capacity is calculated. The compounding effect of homes absent from the levy base, utility tax base, and sales tax base grows every year and is never fully recovered. Black Diamond’s long-term fiscal position — its ability to fund public safety, infrastructure, and services for the community — is permanently and materially smaller than it would otherwise have been.

9. Would a pause in residential permits pending completion of Pipeline Road affect the timing of commercial construction or the City’s expected sales tax revenue from that commercial area?

Answer: Yes. A pause in residential and commercial permits pending completion of Pipeline Road would affect the timing of commercial construction and the City’s expected

sales tax revenue from the Ten Trails commercial area. First, just like residential permits, no new permits for commercial projects can be approved, so commercial development will halt. Next, the Ten Trails commercial area is not an independent development — it is designed to serve a residential population. Commercial tenant decisions, construction financing, and build-out timing are all underwritten by residential rooftop count and household density. Lenders and tenants do not commit to commercial space in a community where residential development has stalled.

The City’s 2026 budget projects construction-related sales tax of \$589,570 — approximately 38% of total sales tax revenue. That figure assumes continued residential construction activity. A permit pause eliminates construction sales tax immediately as new construction ceases and in-progress buildings wind down.

But the longer-term commercial sales tax impact is larger and more permanent. Commercial tenants who defer or withdraw from Ten Trails do not simply wait — they make commitments elsewhere. The sales tax revenue the City has planned for from the Ten Trails commercial core does not get deferred; it gets permanently reduced or eliminated for the planning horizon. Every month of residential permit pause is a month of commercial investment decision-making that moves in the wrong direction away from Black Diamond, and those decisions are very difficult to reverse.

10. Which impact fees would be delayed or reduced if development activity slows

Answer: The following impact fee payments would not be made during any time period where permitting of new buildings is not allowed:

School impact fees — currently ~\$12,453 per single family home and \$4,003 for multifamily home: These impact fees are collected by the City and passed through entirely to ESD. They are not City operating revenue. However, the loss of school impact fee payments eliminates part of the financing package for construction of the planned Ten Trails Elementary by the ESD, likely contributing to it not being built.

Fire impact fees — ~\$3,000 per home: Fire impact fees fund fire capital infrastructure including reimbursement for the developer-funded fire station and future apparatus; elimination of fire impact fee payments impairs the City’s capital planning.

11. Could slowing development affect the timing or funding of other City capital projects?

Answer: Yes. Slowing development in Ten Trails will affect the timing and funding of other City capital projects. The City’s adopted 2026–2031 CIP⁷ is premised on continued development activity at Ten Trails and Lawson Hills. Halting permitting at Ten Trails affects capital project funding through four distinct channels simultaneously:

- **Developer-funded CIP projects (~\$75.1M, 2026–2031):** These projects — spanning streets, sewer trunk lines, water infrastructure, and Pipeline Road

⁷ See Ex. E to the Declaration of Justin Wortman.

itself — are funded directly by Oakpointe and contingent on continued development activity. A halt in Ten Trails permitting collapses the development ecosystem and eliminates the funding mechanism for all of them. These are not projects the City can fund from other sources — they are specifically structured as developer obligations tied to active buildout.

- **REET I and REET II (~\$1,219,000 annually):** Both REET funds explicitly project 2026 revenue based on “continued construction and property sales and development activity.” A permit pause stalls lot absorption and home closings as well— compressing REET collections and directly impairing CIP projects that depend on REET as their primary non-developer funding source. Several CIP line items have no alternative funding source if REET declines.
- **Impact fees:** School and fire impact fees are collected at permit issuance and restricted to specific capital uses. A permit pause eliminates these fee streams immediately, creating funding gaps in capital projects that depend on fee accumulation over time.
- **Construction sales tax transfer:** Beginning in 2026 the City is transferring 25% of construction-related sales tax revenue into capital project funding — including the new City Hall campus acquisition. Halting new permits eliminates the construction sales tax base, eliminating this transfer and directly impairing the City Hall capital program.

The cumulative effect is a CIP that loses its developer funding, its REET funding, its impact fee funding, and its construction sales tax transfer simultaneously — leaving only grant-funded and GIP-funded projects intact. The City’s capital investment program will not just slow down, it will collapse.

12. When would any significant maintenance costs for Pipeline Road begin for the city, and what are the cost estimates? How has the city financially planned and prepared to cover these maintenance costs?

Answer: Immediate maintenance costs for a newly constructed Pipeline Road would include minor surface maintenance, including potentially crack sealing, patching wear spots, and repainting lane markings. Stormwater drainage maintenance would also be required, including inspecting and clearing conveyance and treatment blockages. Seasonal maintenance would also likely be required, including street cleaning, treating the road for freezing conditions, and snow removal.

The City assumes a 20-year lifecycle for major road maintenance, so Pipeline Road would likely need to be completely resurfaced in approximately twenty years. All of the maintenance timeframes would be shifted forward in time if Pipeline Road is built before it is needed, according to traffic models.

B. Processing Delays

13. This application was deemed complete on March 4, 2025, but the public hearing did not occur until December 15, 2025. What factors contributed to that timeline?

Answer: City Staff did not timely issue the notice of application for the Major Amendment, did not timely perform environmental review and did not schedule the requisite public hearing until December 15. At MDRT meetings, and on many other occasions, Oakpointe asked that the hearing get scheduled.

C. Safety & Emergency Response

14. Concerns have been raised regarding the adequacy of Rock Creek Bridge, and specifically the potential impact on emergency service response times if the bridge becomes impassable. Fire and Police would be required to utilize 288th Street to access residents on either side of Rock Creek Bridge, slowing response time even more to residents on the south end of the city. Since 2014, the structural integrity of the Rock Creek Bridge has been a point of public concern. Pipeline Road was intended, at least in part, to relieve the high-volume load of commercial and residential traffic from TenTrails.

a. Current Structural Load Analysis: What recent (2025–2026) structural engineering studies have been performed to prove the Rock Creek Bridge can safely handle the projected heavy-vehicle traffic for another 1,100+ units of growth?

Answer: Many structural analyses have been conducted to ensure the Rock Creek Bridge can continue to handle the Roberts Drive traffic.

In 2012, the City’s expert engineering consultant, Parametrix, conducted a load rating for the Rock Creek Bridge. In 2017, as part of the installation of water mains to support the Ten Trails MPD, the bridge deck was exposed and inspected by Parametrix and found to be in good condition. At that time, structural engineers with David Evans and Associates conducted an analysis of the loading caused by the installation of the water lines and found that, if anything, the water mains actually reduced the overall loading on the bridge structure, effectively increasing its available capacity. Copies of this 2012 Parametrix analysis and 2017 David Evans & Associates analysis are included as Ex. D1 and Ex. D2, respectively, to the Declaration of Justin Wortman.

A review of WSDOT inspection reports from 2011 to present (January 2026, April 2025, February 2025, January 2025, August 2023, May 2023, September 2019, July 2017, and July 2011, attached) indicates no significant deterioration in overall structural condition. Minor issues that were noted in 2011 have largely been described the same way over

time. A copy of these WSDOT inspection reports are included as Ex. D3 to the Declaration of Justin Wortman.

Next, in February 2023, Parametrix thoroughly inspected the bridge and recommended a series of repairs in a Technical Memorandum. A copy of this Parametrix 2023 analysis is included as Ex. C to the Declaration of Justin Wortman. Parametrix concluded that there were “no signs of major distress such as large cracks or settlements.” However, repair was recommended to fix “delamination of concrete,” “rock pockets” visible on the abutment walls, and “several areas of exposed reinforcing,” all of which were caused by the original construction methods and/or environmental exposure, not by traffic using the bridge. This repair work was awarded to Iron Creek Construction on June 20, 2024 (City Council Resolution 24-1626) and the City Council accepted the work on September 5, 2024 (Resolution 24-1638).

b. Emergency Access Risks: In the event of a structural failure or required emergency maintenance on the Rock Creek Bridge, what is the contingency plan for traffic flow if Pipeline Road has not yet been built?

Answer: The Rock Creek Bridge is structurally sound, meaning the risk of bridge closure due to structural failure or emergency maintenance is low. In the event of a road closure at the Rock Creek Bridge, the City can implement a contingency plan, similar to what is implemented for planned construction closures. These plans include signage to the detours from both directions, use of traffic flaggers, use of temporary traffic signals, added lighting if needed, and any other elements needed to assure continued access for residents and emergency vehicles.

15. The Fire and police departments both have stated that delaying Pipeline Road will affect response times. Why does the City feel this is not accurate?

Answer: The existing road system has both redundancy and sufficient capacity to carry the existing and predicted traffic now and into the future, as well as multiple features that assist emergency vehicles to promptly reach their destination as previously explained by Oakpointe and Transpo in Exhibit 23. In addition to the matters explained in Exhibit 23, Oakpointe also notes that emergency vehicles are authorized by State law to proceed past stop signs or signals, to exceed maximum speed limits, and to drive in the opposing lane of traffic. RCW 46.61.035.

D. Jones Lake Sewer Lift Station

16. The city owns the Jones Lake sewer lift station, which has limited capacity. The city has a contract with King County Metro to maintain this station through 2036. If King

County does not continue this contract beyond 2036, can the city of Black Diamond consider the impact on its rate payers?

Answer: This issue is unrelated to the timing of construction of the Pipeline Road.

E. Traffic Modeling and LOS

17. Since Pipeline Road was originally required at the earlier unit threshold specifically to mitigate traffic impacts on Roberts Drive and the SR-169 corridor, what has changed in the underlying assumptions that now makes it appropriate to delay that infrastructure by more than 1,100 additional homes?

Answer: The original construction threshold for Pipeline Road was set by the Development Agreement, based on the environmental analysis found in the EIS for the Ten Trails MPD. Many conditions have changed since The *Villages Transportation Technical Report* (“**2009 TTR**”) (Parametrix, December 2009) was completed in support of that EIS.

As noted in the *Pipeline Road – Sensitivity Analysis* (Parametrix, July 10, 2023)⁸, the changed conditions that support shifting the construction completion threshold date for Pipeline Road to the 2,866th DU include that the City’s traffic analysis has been updated to reflect, “1) updated baseline turning movement counts taken in 2023, 2) the most recent ITE trip generation rates, 3) updates to trip distribution based on the City’s most recent travel demand model completed in 2023, and 4) the July 2022 updated MPD implementation schedule.”

The above updates to the underlying assumptions are grounded in current conditions and updated best standards and practices for traffic engineering. In greater detail, what changed from the original analysis is:

1. The baseline counts collected in 2023, as well as counts collected in subsequent years, indicate that background growth (i.e. ancillary growth not associated with construction of the MPDs) has been less than what was assumed as part of the TTR. As such, the volumes assumed as part of the 2009 TTR would have been overly conservative.
2. The *ITE Trip Generation Manual* is the nationally recognized standard for developing trip generation projections. It is updated on a regular basis to reflect recently completed trip generation studies conducted nationwide. The 2009 TTR utilized the trip generation rates from the 8th Edition of the *Trip Generation Manual* while the 2023 *Pipeline Road* study utilized trip generation rates from the 11th Edition of the *Trip Generation Manual*. The updated ITE trip generation rates used in the 2023 *Pipeline Road* study have resulted in an overall decrease to the number of peak hour trips associated with the land uses permitted for the MPDs as compared to the 2009 TTR.
3. The City’s most recent travel demand model is based on the approved regional model that accounts for changes in land use and development trends

⁸ Ex. 6.

throughout the region. This model indicates that more traffic would travel to and from the west and less traffic would travel to and from the north, as compared to the 2009 TTR. Less traffic projected to travel along Roberts Drive and SR-169 has a direct impact on the necessary timing of Pipeline Road.

4. The updated implementation schedule provides for the most up to date timing and scope of the amount of development year by year, which is more detailed information than was known at the time the 2009 TTR was completed.

18. If the purpose of Pipeline Road was to relieve traffic pressure on Roberts Drive and SR-169, what analysis demonstrates that delaying its construction will not create the very impacts the original requirement was designed to prevent?

Answer: The City’s transportation expert, Parametrix, evaluated whether moving the construction date for Pipeline Road would result in impacts, such as to Roberts Drive and SR-169, and concluded it would not. Specifically, the analysis provided in Exhibit 6, the *Pipeline Road – Sensitivity Analysis* (Parametrix, July 10, 2023) evaluated intersections along Roberts Drive to determine the impacts of delaying construction of Pipeline Road on Roberts Drive. The analysis showed “*if the improvements planned for the intersection of Morgan Street/ Roberts Drive are constructed by 2024, Pipeline Road does not need to be constructed and open until after the 2,866 dwelling unit is constructed*”. The Roberts Drive/Morgan Street intersection was signalized in December 2024. The other intersections in the study would continue to operate acceptably at least until the 2,866th dwelling unit threshold.

19. If Pipeline Road is not constructed until 2,866 homes, what transportation improvements will be in place to ensure Roberts Drive and the SR-169 corridor can safely handle the additional traffic during that period?

Answer: When the Pipeline Road construction completion threshold is moved to the 2,866th home, the transportation improvements that will be in place in the interim to ensure Roberts Drive and SR-169 can safely handle the additional traffic include: the signal at the Roberts Drive/Morgan Street intersection, and the roundabouts at SR-169/Roberts Drive, Roberts Drive/Ten Trails Parkway, and Roberts Drive/Lake Sawyer Road. Specifically, Exhibit 6, the 2023 *Pipeline Road – Sensitivity Analysis* study identified “*if the improvements planned for the intersection of Morgan Street/ Roberts Drive are constructed by 2024, Pipeline Road does not need to be constructed and open until after the 2,866 dwelling unit is constructed*”. The Roberts Drive/Morgan Street intersection was signalized in December 2024. Additionally, the 2023 *Pipeline Road – Sensitivity Analysis* study assumed that the proposed roundabout at SR-169/Roberts Drive would be complete. Construction of this improvement commenced in 2024 and was completed in 2025. Combined with previous improvements at Roberts Drive/Ten Trails Parkway and Roberts Drive/Lake Sawyer Road, intersection improvements have been completed at four intersections along Roberts Drive that mitigate impacts of the MPDs.

20. If traffic conditions begin to degrade beyond the assumptions used in the City’s traffic modeling, how would the City identify that change?

Answer: The traffic mitigation obligations of the DA are specifically structured to ensure regular assessment of traffic conditions, such that if conditions degrade beyond the assumptions used in the City’s traffic modeling, the City will identify those changes. The traffic mitigation obligations of the MPD Permit and the DA mandate that Oakpointe construct needed improvements at the point in time they are required to maintain the City’s Level of Service standard. For example, Exhibit F of the Development Agreement (DA) requires that a Traffic Monitoring Report (TMR) is prepared for each MPD phase (Ten Trails and Lawson combined) and at the mid-point of each phase. The TMRs would confirm that improvements previously identified are still sufficient in scope and timing or identify new improvements or modified as necessary to meet City LOS standards. In addition to the TMRs, annual traffic counts are conducted each year which disclose the current traffic volumes along Roberts Drive, such that significant changes can be identified.

21. Once such conditions are identified, what is the typical timeline for conducting a supplemental traffic analysis or study?

Answer: There is not a **reactive** timeline, such as 6 months, to conduct a supplemental traffic analysis. This is because the MPD Permit and the DA are set up to **proactively** ensure that Oakpointe completes construction of all necessary transportation mitigation before the City’s infrastructure falls below Level of Service C. The traffic mitigation obligations of the DA are specifically structured to ensure regular assessment of traffic conditions, such that if conditions degrade beyond the assumptions used in the City’s traffic modeling, the City will identify those changes. The traffic mitigation obligations of the MPD Permit and the DA mandate that Oakpointe construct needed improvements at the point in time they are required to maintain the City’s Level of Service standard. For example, Exhibit F of the Development Agreement (DA) requires that a Traffic Monitoring Report (TMR) is prepared for each MPD phase (Ten Trails and Lawson combined) and at the mid-point of each phase. The TMRs would confirm that improvements previously identified are still sufficient in scope and timing or identify new improvements or modified as necessary to meet City LOS standards. In addition to the TMRs, annual traffic counts are conducted each year which disclose the current traffic volumes along Roberts Drive, such that significant changes can be identified. The next planned TMR is expected in 2029.

22. After a traffic analysis is completed, what is the typical timeline for the City to determine and implement any required mitigation measures?

Answer: There is not a **reactive** timeline, such as 6 months, to identify and implement any transportation mitigation measures. This is because the MPD Permit and the DA are set up to **proactively** ensure that Oakpointe completes construction of all necessary transportation mitigation before the City’s infrastructure falls below Level of Service C. The TMRs determine what intersection and roadway improvements will be needed to mitigate “impacts” of the collective MPDs and determine the timing of such improvements. The MPD Permit and the DA obligate the improvements to be constructed before LOS drops below City standards. Construction timing of the improvement is dependent on the scope and number of agencies

associated with the review and approval of the improvement. For example, Exhibit “F” to the DA includes the City’s commitment to prompt permit review so that Oakpointe can timely build infrastructure inside the City, and acknowledges that for projects that require permitting review from another jurisdiction, such as WSDOT, the timeline may be longer.

23. From the point at which traffic degradation is first observed to the point where mitigation decisions can be made, what is the typical timeframe for that process?

Answer:

There is not a **reactive** timeline, such as 6 months, to identify and implement any transportation mitigation measures. This is because the MPD Permit and the DA are set up to **proactively** ensure that Oakpointe completes construction of all necessary transportation mitigation before the City’s infrastructure falls below Level of Service C. The MPD Permit and the DA set the timeline as assuring new infrastructure is constructed before LOS drops below City standards. This can mean immediate construction of new infrastructure, or that new infrastructure is not needed to be constructed for years. The only time that infrastructure construction associated with the MPDs may be delayed is when the permitting process depends on third party review/permitting such as WSDOT, King County, or others.

The TMRs are reviewed by the City as part of the entitlement process. The timeline to review and approve the TMRs is contingent upon the City review times.

24. In addition to annual LOS monitoring, what other mechanisms or triggers could prompt the City to conduct additional traffic analysis?

Answer:

In addition to the City’s annual monitoring, WSDOT conducts studies along the SR-169 corridor, including as part of the WSDOT review process for any improvements to SR-169. These studies are provided to the City and provide the City an opportunity to further monitor conditions. Additionally, supplemental traffic analysis reports are provided, as requested by the City, to evaluate transportation related impacts of proposed major amendments to the DA, or proposed changes to the scope or timeline for required improvements.

25. What traffic impacts are projected between the 1,746-unit threshold and the proposed 2,866-unit threshold?

Answer:

No new traffic impacts are projected between the 1,746th unit threshold and the proposed 2,866th unit threshold. The Parametrix 2023 Pipeline Road Sensitivity Analysis study, included as Exhibit 6 to the City’s original Staff Report in this matter, identified how the City’s intersections will operate with incremental development of the MPDs on-going during that time period. The Parametrix 2023 Pipeline Road Sensitivity Analysis concluded that all intersections operate within the City’s LOS standard up until at least 2,866 units are permitted.

In greater detail, the lack of new impact was described as follows.

Table 1 – PM Peak Hour Level of Service Summary

Intersection	Intersection Control	2024		2025		2026		2027	
		Dwelling Units	1,360	Dwelling Units	1,714	Dwelling Units	2,886	Dwelling Units	3,484
		LOS ¹	Delay ²	LOS ¹	Delay ²	LOS ¹	Delay ²	LOS ¹	Delay ²
Ten Trails Parkway / Roberts Drive	Roundabout	A	6.2	A	6.5	A	7.6	A	9.5
Lake Sawyer Road / Roberts Drive	Roundabout	A	7.3	A	9.1	B	19.1	E	56
Morgan Street / Roberts Drive	Stop Sign	E	38	F	110	F	365	F	>800
	Roundabout	A	5.9	A	6.1	A	6.4	A	7.0
SR 169 / Roberts Drive	Roundabout	A	5.7	A	5.9	A	6.3	A	7.6

¹ Level of service [A–F] as defined by the Highway Capacity Manual (HCM) 6th Edition, Transportation Research Board
² Average delay per vehicle in seconds
³ Volume-to-capacity (V/C) ratio reported for worst movement of roundabout traffic control
⁴ Worst movement (WM) reported for two-way stop sign traffic control. Note: NB = northbound

Source: 2023 Pipeline Road study (Parametrix, July, 2023)

It is important to note that although the threshold for completion of Pipeline Road was pushed out to 2,866 units, the **proactive** Transportation Monitoring program of Exhibit “F” in the DA has already identified several improvements in the area to be constructed in order to address the known impacts. These improvements provide overall capacity to the broader Black Diamond transportation network. As testified to in the initial hearing on this matter, permitting is underway for the SE Auburn Black Diamond Road/218th, and SR-169/Baker and SR-169/Lawson intersections; all three of those locations involve review from agencies other than the City of Black Diamond. Those projects and other forthcoming projects are listed below:

Intersection	Improvement	Commence construction prior to City's issuance of a certificate of occupancy for ¹
SE Auburn-Black Diamond Rd/218th Ave SE	Single-Lane Roundabout	1,394th ERU
SR-169/Baker St	Traffic Signal	1,422nd ERU
SR-169/Lawson St	Traffic Signal	1,422nd ERU
SE Covington-Sawyer Rd/216th Ave SE	EBR Turn Lane	2,176th ERU
SR-169/SE 288th Street	Single-Lane RAB + SBR Turn Lane	2,176th ERU
SE Kent-Kangley Rd/Landsburg Rd SE	Traffic Signal or Pro-Rata Share Contribution to Functionally Equivalent Improvement	2,176th ERU
SR-169/Jones Lake Road	Traffic Signal + NBL Turn Lane ²	2,716th ERU
SR-169/North Connector	Single-Lane RAB + SBR and EBR Turn Lanes ²	2,716th ERU ³
SR-169/SE Green Valley Road	Traffic Signal ²	2,716th ERU

Note: ERU = equivalent residential unit; NBR = northbound right; NBL = northbound left; SBL = southbound left; SBR = southbound right; SBTR = southbound thru-right; EBR = eastbound right; RAB = roundabout; AWSC = all-way stop-control

1. The number of ERUs reflects the combination of Phases 1A, 1B, 2, and 3 within the Ten Trails and Lawson Hills MPDs
2. Ultimate improvement will be determined in coordination with WSDOT as part of the required Intersection Control Evaluation and design review processes.
3. Or at which point the intersection is constructed to provide access to the North Triangle

26. What are the realistic impacts to traffic on Roberts Drive as construction of Pipeline Road is delayed? Specifically, please realistically assess how the growth of residential and commercial properties, and related construction, result in additional traffic (including large construction vehicles) that have a significant and increasing negative impact on Roberts Drive.

- **What interim traffic mitigation measures could be implemented to address congestion or safety concerns along Roberts Drive and surrounding corridors while Pipeline Road is delayed?**

Answer:

There are no new impacts to traffic on Roberts Drive as construction completion of the Pipeline Road is moved to the 2866th DU in Ten Trails. Again, the *2023 Pipeline Road* study found at Exhibit 6 showed “*if the improvements planned for the intersection of Morgan Street/Roberts Drive are constructed by 2024, Pipeline Road does not need to be constructed and open until after the 2,866 dwelling unit is constructed*”. The Roberts Drive/Morgan Street intersection was signalized in December 2024 and as noted previously, this improvement was implemented prior to the previously identified trigger. The other intersections in the study area would continue to operate acceptably up to this identified trip threshold. And permitting and construction of additional intersection improvements is underway for the SE Auburn Black Diamond Road/218th, and SR-169/Baker and SR-169/Lawson intersections. As such, the early construction of the Roberts Drive/Morgan Street intersection is the interim mitigation measure that addresses traffic concerns along Roberts Drive as a result of the delay in construction of Pipeline Road.

As to construction traffic, construction traffic from homebuilders and their subcontractors will continue to use Roberts Drive and the Rock Creek Bridge; and, notably, many of these trips are in passenger size vehicles. As to heavier construction traffic, Oakpointe already has applied for an emergency vehicle access (EVA) co-extensive with the planned future South Connector across the southern portion of Ten Trails. Oakpointe will agree to a condition that once constructed, that EVA will also be used for Oakpointe’s general contractor’s construction vehicles and its subcontractors, so as to shift the heaviest construction traffic associated with land development to the South Connector. Proposed condition language is found in Section III, below.

27. Given the recent planning to build the Ten Trails Elementary school, was this impact fully assessed in the prior traffic studies? Was all the commercial development currently planned also addressed in the traffic studies? If these recent developments were not included, how could traffic study numbers be updated to determine the impact?

Answer:

Yes. Both the Ten Trails Elementary school and all commercial development traffic impacts were included in all previous traffic studies, including the *2023 Pipeline Road* study, at Exhibit 6. Attachment A of the *2023 Pipeline Road* study shows the assumed timing of development within the Ten Trails and Lawson Hills MPDs inclusive of residential, retail, office and school uses by each analysis year. The analysis finds that with early construction of Roberts Drive/Morgan Street improvement (completed December 2024), intersections along Roberts Drive would continue to operate at acceptable LOS assuming a 600-student elementary school, 325,000 square feet of retail space, and 70,000 square feet of office space, in addition to the assumed residential uses.

28. How does delaying Pipeline Road align with the City's transportation concurrency requirements and long-term transportation improvement planning?

Answer:

Moving the construction completion threshold for Pipeline Road to the 2,866th DU aligns perfectly with the City's transportation concurrency requirements and long-term transportation improvement planning. Specifically, the City's concurrency requirements for Ten Trails obligate Oakpointe to build transportation infrastructure before LOS drops below City standard and, as described above, Roberts Drive will not drop below LOS C until at least the 2,866th DU in Ten Trails. In addition, the *City of Black Diamond Capital Improvement Plan (CIP) 2026 – 2031* shows the construction of Pipeline Road in 2029, not 2026. Based on the most up to date development timing assumptions,⁹ the 2,866th dwelling unit of the Ten Trails MPD is anticipated to occur in 2029, consistent with the timing set forth in the City's CIP. The CIP page showing the timing for construction of Pipeline Road is pasted on the next page. As described in testimony during the first Hearing Examiner hearing on this matter, Oakpointe's obligation is to build the two vehicular travel lanes for Pipeline Road, and necessary stormwater controls. Other frontage improvements, including pedestrian facilities, will be built later as the lands abutting the Pipeline Road are developed.

⁹ See, Phase 3 TMR approved by City of April 4, 2024, Ex. J to the Declaration of Justin Wortman.

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		



29. Does the existing Environmental Impact Statement still adequately analyze traffic and infrastructure impacts if Pipeline Road construction is delayed by more than 1,100 additional homes? If so, what are the findings?

Answer:

Yes. The existing Ten Trails Environmental Impact Statement (“EIS”) still adequately analyzes traffic and infrastructure impacts if Pipeline Road construction completion is delayed by more than 1,100 additional homes.

The EIS traffic analysis is detailed in the *2009 TTR*. The 2009 TTR evaluated full buildout conditions of the Ten Trails and Lawson Hills MPDs, establishing the full scope of improvements needed to assure sufficient traffic operations through full buildout of both MPDs. While the *2009 TTR* identified which intersections would require improvements and what new roadways would be needed for sufficient circulation, the timing and scope of such improvements was intended to be continually reevaluated as part of ongoing monitoring as the MPDs were constructed over time.

This monitoring is conducted by way of the required TMRs and standalone sensitivity analyses such as the *2023 Pipeline Road* study (Ex. 6). These studies continue to assume that improvements identified in the *2009 TTR* and further codified in the DA will be completed, but assure that the scope and timing of such improvements align with updated underlying analysis assumptions (discussed in greater detail in the response to Question 17).

30. Has updated traffic modeling been conducted to determine how delaying Pipeline Road will impact traffic volumes on Roberts Drive, Lake Sawyer Road, and SR-169? If so, what are the findings?

Answer:

Yes. As found at Exhibit 6, the *2023 Pipeline Road* study written by the City’s transportation expert, Parametrix, included evaluation of the Ten Trails Parkway, Lake Sawyer Road, Morgan Street and SR-169 intersections along Roberts Drive. The analysis showed “*if the improvements planned for the intersection of Morgan Street/Roberts Drive are constructed by 2024, Pipeline Road does not need to be constructed and open until after the 2,866 dwelling unit is constructed*”. The Roberts Drive/Morgan Street intersection was signalized in December 2024. The other intersections in the study were shown to continue to operate acceptably at least up until the identified threshold of 2,866 DUs.

31. Has the City or WSDOT evaluated whether delaying Pipeline Road will increase traffic loads across the Rock Creek Bridge and SR-169 corridor?

Answer:

Yes. The *2023 Pipeline Road* study, Ex. 6, written by the City’s transportation expert, Parametrix, included evaluation of the level of traffic. Whether or not Pipeline Road is built does not have a significant impact on the overall distribution of traffic to and from the MPDs. Overall, the same level of traffic is expected to travel along the SR-169 corridor (both in the

north and southbound directions) regardless of whether or not Pipeline Road is constructed. Rather, the addition of Pipeline Road provides a supplemental way for drivers to access SR-169 other than Roberts Drive. As such, in relation to SR-169, the impacts of delaying construction of Pipeline Road would be isolated at the intersection of SR-169/Roberts Drive. As shown in the *2023 Pipeline Road* study, SR-169/Roberts Drive would continue to operate acceptably up to the 2,866th DU completion of construction threshold.

The Rock Creek Bridge is part of the Roberts Drive corridor. As shown in the *2023 Pipeline Road* study, the Roberts Drive corridor, including the Rock Creek Bridge, would continue to operate acceptably up to the 2,866 dwelling unit threshold for completion of construction of Pipeline Road.

32. Could additional traffic volumes create capacity or safety concerns at SR-169 intersections before Pipeline Road is constructed?

Answer:

No. As it relates to SR-169, the impacts of delaying construction completion of Pipeline Road would be isolated to the intersection of SR-169/Roberts Drive. A roundabout has already been constructed at this intersection and as shown in Ex. 6, the *2023 Pipeline Road* study, the intersection would continue to operate acceptably up to the 2,866 dwelling unit threshold.

33. Are any improvements or mitigation measures required if traffic increases on Roberts Drive or SR-169 due to the delay in constructing Pipeline Road?

Answer:

No. There are no improvements or mitigation measures required if traffic increases on Roberts Drive or SR-169 due to the delay in constructing Pipeline Road. As noted in previous responses, the improvements already constructed along Roberts Drive at Ten Trails Parkway, Lake Sawyer Road, Morgan Street, and SR-169 are sufficient to mitigate the impacts of delaying construction of Pipeline Road until at least the identified 2,866th DU completion of construction threshold. This is documented in Ex. 6, the Parametrix *2023 Pipeline Road* study.

However, Oakpointe acknowledges the ongoing concerns of area residents, particularly regarding pedestrian safety. Oakpointe is willing to complete the planned – and currently unfunded – new crosswalk at Bruckner’s Way and Roberts Drive, CIP Project T24. (See Ex. E to the Declaration of Justin Wortman). Condition language to ensure the Bruckner’s crosswalk is constructed is added to Section III, below.

F. Development Agreement Interpretation

34. What are the City’s and Oakpointe’s legal interpretation of the Development Agreement regarding the Pipeline Road construction trigger? Specifically:

- a. **If the 1,746-dwelling-unit threshold were reached and Pipeline Road had not been constructed, what categories of permits would the City be required to pause?**

- b. **Would this interpretation apply to all implementing permits within the MPD-including residential building permits, commercial construction permits, school construction permits, subdivision approvals, and site development permits- or only to residential dwelling-unit permits?**
- c. **Which specific provisions of the Development Agreement, municipal code, or other governing documents support this interpretation?**

Answer: All new building permits for any type of use in Ten Trails will be halted if the Major Amendment to approve the revised 2,866th dwelling unit construction threshold is NOT approved by the Black Diamond City Council. There are several ways in which Oakpointe reaches this legal conclusion.

First, by definition in Section 14 of the DA, every “Implementing Project” must “implement”, that is, be “consistent” with the DA and the MPD Permit Approval. Implementing Projects include all Land Use Permits, which includes all subdivisions and site plans. Implementing Projects also include all Construction Permits, which include all building permits of every kind, and all Utility Permits (for utilities and streets). Pursuant to Section 6.4.3 of the DA, Pipeline Road is to be constructed and open for traffic prior to the City’s approval of a building permit for the 1,746th DU of the Ten Trails MPD. If that threshold number is not amended, and the road is not built and open by the time of the 1,746th DU, then every single new permit application will not be consistent with the DA. The City will be violating a mitigation requirement of the DA if the City issues any new permit for any type of new development.

Second, the vested BDMC at 17.15.020 and 17.20.060 require both preliminary plats and final plats to be consistent with the “approved MPD, the MPD conditions of approval, the MPD design standards, and the MPD development agreement.” This means that new plats cannot be approved once the 1,746 threshold is reached if Pipeline Road is not complete and open to traffic, because the plat approval would be inconsistent with the terms of the DA.

Next, pursuant to RCW 19.27.095, every building permit application in the State of Washington must demonstrate that it is on a legally created parcel. In the MPDs, legal parcels are created via subdivisions. Legal parcels, or final approved lots, are created each time a final plat is recorded. Each recorded final plat in Ten Trails includes an “Approved MPD Statement” that states “This plat is part of an approved Master Planned Development (MPD). All development and construction within this plat must be consistent with the applicable requirements of the MPD Development Agreement, MPD Design Standards, and mitigation requirements”. This means that new building permits for new homes, new commercial development, and new schools on the lots created in each plat cannot be approved once the 1,746 threshold is reached if Pipeline Road is not complete and open to traffic, because the building permit approval would be inconsistent with the terms of the DA and the Approved MPD Statement on the face of each final plat. This analysis applies equally to building permits in Ten Trails for all types of uses.

35. Would approving this amendment set precedent for future infrastructure delays in the MPD?

Answer: No. First, the DA Section 6.4.3 is not the only language controlling the timing for construction of Pipeline Road. MPD Permit Condition No. 10, and Section 11 of the DA require Oakpointe to build out the City’s road system, so as to not allow the City’s LOS to ever drop below standard. The transportation improvements included in Table 11-5-2 are required to be built per the timing in Exhibit F. The Exhibit F Traffic Monitoring Plan and the Parametrix Pipeline Road Sensitivity Analysis call for Pipeline Road to be constructed and open to traffic by the 2,866th DU. To read Section 6.4.3 as not allowing for timing to be set based on the evaluation of when new roads are needed to maintain LOS is contrary to Section 11 of the DA.

As to all other roadways that Oakpointe is obligated to build, the DA Exhibit “F” Traffic Monitoring plan is expressly intended to allow iterative adjustments in the timing for construction of new transportation infrastructure. Proactive timing for all transportation mitigation is set by the transportation monitoring that is required by Exhibit “F” of the DA, and consistently updated over time. Transportation mitigation is required to be constructed to ensure that the City’s LOS never drops below LOS C for City-intersections.

II. Questions for the Master Developer (Oakpointe)

A. MPD Construction Status and Timelines

36. What is the current number of approved building permits in Ten Trails? The Hearing Examiner’s report referenced approximately 1,600 homes – is that still accurate?

Answer: Ten Trails is currently at 1,704 permitted dwelling units. Oakpointe is aware that 35 additional building permit applications have been submitted to the City for lots within Ten Trails but have not yet been approved. Oakpointe anticipates that within the next 6 months, up to another 185 building permit applications for new homes will be filed by homebuilders in Ten Trails based on lots that have been previously purchased.

37. Please provide the number of residential dwelling units permitted or constructed in Ten Trails for each of the past five years.

Answer: The number of Dwelling Units issued City building permits for each of the last five years is listed below. In addition, Oakpointe calculates the average permits per month over time to assist in making projections about future permit flow.

Year	Permits Issued
2026 YTD	35
2025	282
2024	90
2023	74
2022	140
2021	264

Time period:	# of permits:	Average per Month:
Last 6 Months	265	44
Last 12 Months	280	23
Last 24 Months	378	16
Last 36 Months	453	13
Last 48 Months	592	12

38. What is your estimated timeline to reach:

- **1,746 homes (the current trigger)**
- **2,866 homes (the proposed trigger)?**

Answer: Ten Trails is currently at 1,704 permitted dwelling units, which is just 42 units from the current 1,746 dwelling unit threshold by which the Pipeline Road was originally planned to be constructed. Given that 35 additional building permits are already applied for and undergoing City review, the 1,746 unit threshold will be reached in less than two months, or before the end of May, 2026.

As described in Exhibit 13, and consistent with the City’s own CIP, the permit for the 2,866th DU is expected to be approved in early 2029.

39. Please provide projected residential construction in Ten Trails by year for the next five to seven years.

- **Based on those projections, in approximately what year is the 2,866-unit threshold expected to be reached? How was the new threshold trigger determined? What was this based on?**

Answer: As described in Exhibit 13, and consistent with the City’s own CIP, the permit for the 2,866th DU is expected to be approved in early 2029. The new threshold for Pipeline Road to be completed was determined in Exhibit 6, the 2023 Pipeline Road Study, prepared by the City’s transportation expert, Parametrix.

40. What is the anticipated mix of housing types within the upcoming phases of Ten Trails, including single-family homes, townhomes, and other multi-unit housing?

Answer: Oakpointe’s anticipated housing mix of the upcoming phases of Ten Trails include the following (and a map showing the location of these plats is included as Ex K to the Declaration of Justin Wortman):

Approved Preliminary Plats

Plat 3A – 329 Lots

- 206 Single Family Detached Homes
- 90 Single Family Detached Active Adult Homes
- 11 Single Family Attached Homes (Townhomes)
- 22 Multi-Family Attached Homes (Townhomes)

Vested Preliminary Plats Currently Under Review

Mountain Few – 12 Lots

- 12 Single Family Detached Homes

Miners Ridge – 705 Lots

- 530 Single Family Detached Homes
- 60 Single Family Attached Homes (Townhomes)
- 115 Multi-Family Attached Homes (Townhomes)

Plat 3D – 389 Lots

- 216 Single Family Detached Homes
- 50 Single Family Attached Homes (Duplexes)
- 28 Single Family Attached Homes (Townhomes)
- 95 Multi-Family Attached Homes (Townhomes)

Plat 3B - 1,075 Lots

- 572 Single Family Detached Homes
- 76 Single Family Attached Homes (Duplexes)
- 24 Single Family Attached Homes (Townhomes)
- 403 Multi-Family Attached Homes (Townhomes)

Plat 3C – 311 Lots

- 300 Single Family Detached Homes
- 11 Single Family Attached Homes (Townhomes)

North Gateway Ten Trails – 82 Lots

- 28 Single Family Detached Homes
- 39 Single Family Attached Homes (Townhomes)
- 15 Multi-Family Attached Homes (Townhomes)

- a. **What is the expected sequencing of these phases, and which types of housing are anticipated to be constructed first?**

Answer: Oakpointe anticipates that the homes in Plat 3A will be the first to be constructed, as preliminary approval has been obtained and final engineering plans are progressing. After Plat 3A, sequencing of the vested plats will be based on market demand and infrastructure requirements.

As most of the vested plats are a mix of single family detached, single family attached, and multi-family units, it is not possible to determine which types of housing are anticipated to be constructed first within each plat.

- b. **If a significant portion of future development includes townhomes or other higher-density housing, how would that affect the projected timeline for reaching the proposed trigger of 2,866 dwelling units?**

Answer: In general, it is expected that if more variety of home types are provided, more potential homebuyers are attracted to Ten Trails, which will speed up the projected timeline. Again, as was the case above, the projected timeline for reaching the proposed construction completion threshold of 2,866 dwelling units is based on market demand and infrastructure requirements, and is anticipated in early 2029.

41. Please walk us through the expected timeline for Pipeline Road construction. Include expected timing for remaining design, permitting, bidding, construction, and dedication of right-of-way.

- a. **Some have made statements that the road could take three or more years to construct. Please explain whether that timeline is accurate?**

Answer: Oakpointe's general contractor estimates that Pipeline Road will take 18 months to complete from the date permits and approvals are issued by the City of Black Diamond and Tacoma Water.

- b. **If Pipeline Road were made a priority, what is the fastest timeline in which it could realistically be built?**

Answer: Pipeline Road is a priority. The fastest timeline in which it could realistically be built is 18 months from the date of approvals from the City of Black Diamond and Tacoma Water.

- c. **What portions of the design, engineering, environmental review, and right-of-way dedication or acquisition have already been completed?**

Answer: The design and engineering for Pipeline Road is complete. Oakpointe submitted a complete engineering plan set to the City for Pipeline Road in February 2023. Neither the City of Black Diamond nor Tacoma Water have approved that plan set yet, and environmental review of the construction has not been completed.

The City will acquire the roadway via right-of-way dedication after construction of the Pipeline Road is complete. That dedication will be made by the landowner, Palmer Coking Coal Company (“PCCC”), pursuant to the terms of the Black Diamond Urban Growth Area Agreement. PCCC has re-confirmed it will dedicate the road, following construction without delay (see, letter from PCCC provided as Ex. H to the Declaration of Justin Wortman).

A timeline showing Oakpointe’s work on the Pipeline Road is Ex. A to the Declaration of Justin Wortman. In addition, Oakpointe’s expenditures to date for Pipeline Road are shown in this table:

Pipeline Road Master Developer Expenditure Summary — 2018 to 2026

Year	David Evans & Assoc.	Goodfellow Bros. LLC	All Other	Total
2018	\$37,225	—	\$—	\$37,225
2019	\$1,421	—	\$5,056	\$6,477
2020	\$32,978	—	\$36,191	\$69,169
2021	\$90,702	—	\$25,878	\$116,580
2022	\$344,898	\$844,163	\$90,661	\$1,335,452
2023	\$216,515	\$54,650	\$68,020	\$339,185
2024	\$17,732	—	\$7,949	\$25,681
2025	—	—	\$17,318	\$17,318
2026	\$2,335	—	\$402	\$2,737
Total	\$743,806	\$898,813	\$307,204	\$1,949,823

- d. What factors primarily control the timing of Pipeline Road construction (such as design completion, permitting, financing, coordination with

other infrastructure, or development sequencing)?

Answer: Issuance of permits is the primary factor controlling the timing of Pipeline Road. Because the design has already been completed by Oakpointe and a permit application filed, and Oakpointe is committed to initiating construction within 30 days after approval is issued. It is the permitting process by two jurisdictions – City of Black Diamond and Tacoma Water – that controls the timing of Pipeline Road construction.

- e. **Are there any impediments to the timely construction of Pipeline Road without approval of the amendment? Are there remaining land or access issues with any third parties?**

Answer: Yes. There are impediments to the timely construction of Pipeline Road without approval of the amendment. Without approval of this Major Amendment, Pipeline Road will not be completed by Oakpointe. The Pipeline Road Improvements include two vehicle lanes and associated stormwater and are estimated to cost \$23 million.¹⁰ Road construction cannot be financed without continued entitlements and lot sales to support the investment in infrastructure. As to third parties, PCCC has confirmed in letter dated April 2, 2026 that it will dedicate the needed land for the Pipeline Road right-of-way. Oakpointe is also aware that the City’s past negotiations with Tacoma Water ended without resolution; Oakpointe is actively working with the City and is aware that the City has now productively re-engaged with Tacoma Water.

42. Please explain how the expected construction timeline would differ under:

- **the current 1,746-unit trigger, and**
- **the proposed 2,866-unit trigger.**

Answer: The expected timeline for Pipeline Road construction is 18 months regardless of whether the threshold is 1,746 units or 2,866 units; however, as noted above, if this Major Amendment is not approved and permitting within Ten Trails stops, the construction of Pipeline Road cannot be financed by Oakpointe and, therefore, the initiation of construction would be significantly delayed beyond the 18-month construction timeframe.

43. If Pipeline Road construction were prioritized today, what is the earliest realistic date construction could begin and when could the road be completed?

Answer: Pipeline Road construction is a priority for Oakpointe. The City and Tacoma Water need to approve construction. The road will take 18 months to construct. The completion of construction depends entirely on the start date which depends on the issuance of permit approvals by both the City of Black Diamond and Tacoma Water. The City of Black Diamond has had a complete set of plans for Pipeline Road since February 2023.

¹⁰ See, Declaration of Justin Wortman, Paragraph 19.

44. Given the growth occurring in Ten Trails, why has Pipeline Road construction not already begun?

Answer: City staff requested the delay of construction of Pipeline Road until the 2,866th-unit threshold. The request was based on the City’s traffic expert conclusion that Pipeline Road would be needed to maintain level of service standards at the 2,866th DU, rather than at the 1,746th DU. The City did not process the plan set submitted in 2023 by Oakpointe or continue discussions with Tacoma Water. Without the requisite permit approvals, construction for Pipeline Road cannot start. Once approvals are issued by the City of Black Diamond and Tacoma Water, Oakpointe is committed to commencing construction within 30 days. This commitment has been formalized in the condition proposed by Oakpointe at Section III of this memo, below.

45. Why would Oakpointe install the haul road for the Lawson Hills MPD in 2025 (which was approximately 3900’ long, moving 62,338 cubic yards of material), instead of focusing on building the Pipeline Road?

Answer: The City did not process or approve Oakpointe’s plan submittals for the Pipeline Road. The City did process and approve the necessary permits allowing construction of the Lawson Hills haul road. Also, in order to start development within the Lawson Hills MPD, the haul road is required to be in place; this is because Oakpointe is prohibited from sending construction traffic onto Lawson Street. Because Oakpointe has submitted the Plat 2G preliminary plat application in the Lawson Hills MPD, Oakpointe also had to get the haul route built, so that when Plat 2G is approved, it can also be constructed. Finally, Oakpointe owns the land underlying the Lawson Hills haul road, and the entitlements for constructing a haul road (versus a full road section) entail less review for the City, and third parties, such as Tacoma Water.

46. What assurances or safeguards can Oakpointe provide that Pipeline Road will still be constructed and not delayed further in the future?

Answer: Oakpointe has offered several conditions as to provide assurance to the City of Black Diamond that Pipeline Road will not be further delayed. Those conditions are listed in Section III of this memo.

47. Would Oakpointe be willing to commit to beginning Pipeline Road construction by a specific date, such as 2027, regardless of permit counts?

Answer: Oakpointe is committed to commencing construction of Pipeline Road within thirty (30) days of permit issuance and to completing construction within 18 months following such commencement. Oakpointe does not control the issuance date for permits and approvals needed from the City and from Tacoma Water; therefore, it is impossible to commit to beginning or completing construction of Pipeline Road by a date certain.

48. If the amendment were approved, would Oakpointe be willing to commit to a construction start date and completion date for Pipeline Road?

Answer: Oakpointe is committed to commencing construction of Pipeline Road within thirty (30) days of permit issuance and to completing construction within 18 months following such commencement. Oakpointe does not control the issuance date for permits and approvals needed from the City and from Tacoma Water; therefore, it is impossible to commit to beginning or completing construction of Pipeline Road by a date certain.

49. Would Oakpointe be willing to move the construction trigger slightly earlier than 2,866 homes to provide additional assurance to residents?

- **If the Pipeline Road construction trigger were set at an intermediate level (for example between approximately 2,000 and 2,200 dwelling units), how would that affect development sequencing and the timing of Pipeline Road construction?**

Answer: Oakpointe has offered in its conditions to commence construction of Pipeline Road within thirty (30) days following permit issuance by the City of Black Diamond and Tacoma Water and to complete construction within 18 months following such start date. Therefore, if permits are issued quickly, construction may be completed before the 2,866th DU is permitted. The 2,866 home threshold is an additional layer of protection for the City that ensures that Pipeline Road will be constructed and open to traffic before the Level of Service on City streets, including Roberts Drive, might be adversely impacted by traffic volumes.

Setting an intermediate home threshold number for Pipeline Road construction would not change development sequencing or the timing of Pipeline Road. The roadway will take 18 months to construct following the issuance of permits by the City of Black Diamond and Tacoma Water.

The 2,866-threshold merely provides backend protection for the City and its residents that construction will be completed before there is a degradation of level of service on City streets and intersections.

50. At what development milestone or project phase would it realistically make sense for Pipeline Road construction to begin based on traffic conditions and development patterns?

Answer: Oakpointe is committed to commencing construction of Pipeline Road within thirty (30) days of permit issuance and to completing construction within 18 months following such commencement. The City's transportation experts have concluded that development milestone that makes sense for Pipeline Road to be open is at 2,866 dwelling units because that is the earliest point where the level of service along Roberts Drive could be degraded. That number of dwelling units is expected in early 2029. Commencement of construction 18 months before that, means commencing in no later than mid-2027. Given the commitment to begin within 30 days of permits and

approvals, if the City and Tacoma act sooner, Pipeline Road can be completed prior to the 2,866th DU threshold being reached.

51. If the Council approves this amendment, what specific commitments is Oakpointe willing to make tonight to ensure Pipeline Road is delivered in a timely manner?

- **Would the developer be willing to provide a financial guarantee or performance bond to ensure Pipeline Road construction occurs?**
- **If the Ten Trails build-out slows before reaching the trigger, could Pipeline Road remain unbuilt indefinitely by Oakpointe?**

Answer: Oakpointe is committed to commencing construction of Pipeline Road within thirty (30) days of permit issuance and to completing construction within 18 months following such commencement. If this Major Amendment is not approved, then Ten Trails permitting will not just be slowed but stopped, and Oakpointe will not be able to finance construction of Pipeline Road and Pipeline Road will, therefore, be delayed indefinitely.

In addition, Oakpointe will provide the financial guarantees and bonds required by the applicable City codes related to performance and maintenance of the Pipeline Road improvements.

B Construction and Maintenance Costs

52. What is the current estimated cost of Pipeline Road, and how has that estimate changed since the Development Agreement was originally signed?

Answer: \$23 Million is the contractor’s estimated cost to construct the Pipeline Road Improvements (two vehicular lanes and stormwater improvements).¹¹ Certainly, the cost to construct Pipeline Road has increased year over year as construction prices have continued to increase.

53. Is Pipeline Road currently included in Oakpointe’s capital planning or financial projections, and if so, what timeframe for construction is reflected in those plans? How has the Developer ensured that this and other future required projects can be financially completed per the Development Agreement schedule?

Answer: Yes, Pipeline Road, like all other infrastructure projects required by the DA to be built by Oakpointe, is currently included in Oakpointe’s capital planning and financial projections. Oakpointe was intending to complete Pipeline Road by the 2,866-dwelling unit as directed by City Staff, the City’s traffic experts and the City’s adopted CIP. However, Oakpointe is committed to commencing construction of Pipeline

¹¹ See, Paragraph 19, Declaration of Justin Wortman.

Road within thirty (30) days of permit issuance and to completing construction within 18 months following such commencement.

C. Traffic and Transportation Considerations

54. Traffic models measure technical standards, but residents experience traffic very differently. What assurances can you provide that the daily driving experience on Roberts Drive will remain reasonable as the City continues to grow?

Answer: Oakpointe acknowledges the difference between subjective perception and objective measurement of traffic flows. The daily driving experience on Roberts Drive will remain reasonable as measured by objective standards used by traffic engineers, and Oakpointe can assure the City that meeting those objective standards by definition means that the subjective perception of the daily driving experience on Roberts Drive will remain reasonable. This is because the objective standard represents stable traffic flow.

In more detail, evaluation of PM peak hour LOS is the industry standard for analyzing impacts to vehicular operations and is intended to assure that vehicular operations during the most congested period of the day meet the City’s LOS standard. As identified in the *2023 Pipeline Road* study (Ex. 6), intersections impacted by the changed timing for Pipeline Road construction would continue to meet the City’s LOS standard until at least the identified 2,866th dwelling unit threshold, so long as the signal improvement at Roberts Drive/Morgan Street is constructed by 2024. That signal was completed in December 2024.

The City of Black Diamond has a LOS C or better standard for its facilities. LOS C is a higher standard than the majority of other cities in the region, which typically have a LOS D standard, or allow traffic to worsen to LOS E or even F conditions. LOS C represents stable traffic flow, in which speed and maneuverability are controlled by the volume of traffic. LOS C is considered safe and generally comfortable for drivers but also marks the beginning of the range where individual traffic behavior is affected by other drivers, requiring more alertness. Therefore, the objective standard of LOS C, means the subjective feel of traffic flow along Roberts Drive is stable traffic flow that is safe and generally comfortable for drivers.

It should be acknowledged that some intersections along Roberts Drive operated at LOS B before development of the MPDs commenced. These intersections were operating better than the City’s LOS C standard at that point in time. It is the responsibility of Oakpointe to provide intersection and roadway improvements that ensure the City’s LOS C standard is met.

55. How much of the traffic analysis depends on improvements at the Morgan Street / Roberts Drive intersection?

Answer: The traffic analysis depends on the improvements at the Morgan Street / Roberts Drive intersection to assure LOS C on Roberts Drive prior to the construction of Pipeline Road. Specifically, the Parametrix *2023 Pipeline Road* study (Ex. 6) states that the improvements at Morgan Street/Roberts Drive must be constructed in order for the

Pipeline Road construction threshold to be shifted to 2,866 units. The improvement at Morgan Street/Roberts Drive has been constructed and was completed within the timeframe outlined in the *2023 Pipeline Road* study.

56. If that intersection begins experiencing significant delays, how would congestion be experienced along Roberts Drive and into Ten Trails?

Answer: The necessary improvements at Roberts Drive/Morgan Street have been constructed such that all intersections along Roberts Drive will operate acceptably until the 2,866 dwelling unit threshold. There is no scenario in which the Roberts Drive/Morgan Street intersection is expected to experience significant delays.

57. While Pipeline Road is delayed, what improvements would the developer be willing to make to improve traffic conditions on Roberts Drive?

Answer: Oakpointe is willing to complete the City planned – and currently unfunded – new crosswalk at Bruckner’s Way and Roberts Drive. This project is identified in the City’s CIP at Project T24. Condition language to ensure the Bruckner’s crosswalk is constructed is included in Section III, below.

58. Transportation Network Sequencing: Northern Connector. Planning documents indicate that the Northern Connector road is intended to connect SR-169 to Pipeline Road.

- a. **If the construction trigger for Pipeline Road is delayed under the proposed amendment, would that also delay the expected timeline for construction of the Northern Connector road?**

Answer: The Ten Trails and Lawson Hills MPDs’ Phase 3 Traffic Monitoring Report approved by the City of Black Diamond on April 4, 2024¹² determined that the construction of the intersection of the North Connector and Pipeline Road should be commenced prior to the issuance of a certificate of occupancy for the 4,326th dwelling unit or late 2029. As such, a construction threshold of 2,866 dwelling units for the completion of Pipeline Road construction would not delay the anticipated timeline for construction of the North Connector.

- b. **Based on current planning assumptions, when would the Northern Connector road realistically be expected to be constructed?**

Answer: The Ten Trails and Lawson Hills MPDs’ Phase 3 Traffic Monitoring Report approved by the City of Black Diamond on 4/4/2024 anticipates that construction of the North Connector will commence in late 2029 or 4,326th dwelling units.

¹² See Ex. J to the Declaration of Justin Wortman.

59. Transportation Network Sequencing: Southern Connector. Planning documents indicate that a Southern Connector road is intended to serve the southern phases of Ten Trails development.

- a. **What is the currently planned timeline for construction of the Southern Connector road?**

Answer: Oakpointe has already filed applications with the City to construct the first phase of the South Connector, and assuming the City approves those plans this year, then in 2026, the South Connector will be constructed to a roadway standard such that it is available to use as an Emergency Vehicle Access (“EVA”), plus construction access roadway. Pursuant to an approval letter from Andy Williamson dated October 2, 2025,¹³ the South Connector must be completely built-out to the Minor Arterial standard and available to all traffic by the 3,773 DU in Ten Trails. The 3,773rd DU in Ten Trails is anticipated to be permitted in 2031.

- b. **Was the Southern Connector road included as an assumption in the traffic analysis for Roberts Drive and the associated Level of Service (LOS) modeling used to evaluate the proposed amendment?**

Answer: No. Per Transpo’s communications with Parametrix, the South Connector was assumed not to be constructed in the *2023 Pipeline Road* study (Ex. 6). That means that the *2023 Pipeline Road* study was conservative, because it assumed no trips would be taken off of Roberts Drive to use the South Connector. Assuming the South Connector is constructed in 2026 as an EVA and construction access, the LOS and perceived driving experience on Roberts Drive will be positively, not negatively, impacted.

- c. **If the Southern Connector road is not constructed within the timeframe assumed in the traffic analysis, how would that affect the traffic conditions projected for Roberts Drive?**

Answer: As described above, the South Connector was not assumed to be constructed in the traffic analysis for Pipeline Road. Therefore, with the anticipated 2026 construction of the South Connector as an EVA and construction access, the LOS and perceived driving experience on Roberts Drive will be positively, not negatively, impacted.

¹³ See Ex. B to the Declaration of Justin Wortman.

- d. **Until the Southern Connector road is constructed, what routes are expected to carry construction traffic associated with the southern phases of Ten Trails?**

Answer: Roberts Drive will be used.

- e. **Will construction traffic continue to utilize Roberts Drive and completed residential streets within Ten Trails until the Southern Connector is built?**

Answer: Yes.

- f. **Given that completed roads within Ten Trails are now under City maintenance, what impact could continued heavy construction traffic have on those roads and the City's long-term maintenance obligations?**

Answer: The roads within Ten Trails were always planned to carry this traffic and built to City road standards designed to support this traffic. However, Oakpointe has already filed applications with the City to construct the first phase of the South Connector, and assuming the City approves those plans this year, then in 2026, the South Connector will be constructed to a roadway standard such that it is available to use as an Emergency Vehicle Access ("EVA"). In addition, Oakpointe's proposed conditions in Section III of the memorandum propose allowing all of Oakpointe's general contractor construction traffic to use the EVA South Connector for construction access. Shifting the general contractor's construction traffic to the South Connector moves the heaviest of the construction vehicles used in land development off of Roberts Drive and the northern City roads in Ten Trails.

- g. **If the construction of Pipeline Road is delayed under the proposed amendment, could the timeline for the Southern Connector road be moved forward to reduce construction traffic impacts on Roberts Drive and existing residential streets?**

Answer: CCD Black Diamond Partners already has plans (PUB24-0080) under review with the City that would allow for the construction of an emergency vehicle access through the undeveloped southern portions of Ten Trails and connecting to SR-169 as the first phase of the South Connector. With City permission, this emergency vehicle access could be used as a construction haul route for Oakpointe's general contractor, allowing the heavy construction traffic associated with land development work to avoid Roberts Drive by accessing the site directly from SR-169. This road will likely be completed in 2026, though the timing depends on City permit approval. In addition, whether the South Connector EVA gets built depends on the City's approval of the new 2,866th DU threshold

for the Pipeline Road, which is necessary to assure Oakpointe sufficient revenues to construct the EVA.

60. Would the City retain the ability to require earlier construction if traffic impacts exceed projections?

Answer: Yes. The proposed Major Amendment adjusts the completion of construction threshold for Pipeline Road to the earlier of the 2,866th DU, or upon a demonstration that LOS along Roberts Drive is failing City standards. Therefore, the City retains the ability to call for earlier construction in the event that traffic impacts result in LOS failures along Roberts Drive.

D. Potential Impacts to Permitting and Other Development

61. If the Council votes NO, which types of building permits in the MPD would be affected? For example:

- residential construction
- commercial development

Answer: If the Council votes NO, **all new building permits** for any type of use in Ten Trails will be halted. There are several ways in which Oakpointe reaches this legal conclusion.

First, by definition in Section 14 of the DA, every “Implementing Project” must “implement”, that is, be “consistent” with the DA and the MPD Permit Approval. Implementing Projects include all Land Use Permits, which includes all subdivisions and site plans. Implementing Projects also include all Construction Permits, which includes all building permits of every kind, and all Utility Permits (for utilities and streets). Pursuant to Section 6.4.3 of the DA, Pipeline Road is to be constructed and open for traffic prior to the City’s approval of a building permit for the 1,746th DU of the Ten Trails MPD. If that threshold number is not amended, and the road is not built and open by the time of the 1,746th DU, then every single new permit application will not be consistent with the DA. The City will be violating a mitigation requirement of the DA if the City issues any new permit for any type of new development.

Second, the vested BDMC at 17.15.020 and 17.20.060 require both preliminary plats and final plats to be consistent with the “approved MPD, the MPD conditions of approval, the MPD design standards, and the MPD development agreement.” This means that new plats cannot be approved once the 1,746 threshold is reached if Pipeline Road is not complete and open to traffic, because the plat approval would be inconsistent with the terms of the DA.

Next, pursuant to RCW 19.27.095, every building permit application in the State of Washington must demonstrate that it is on a legally created parcel. In the MPDs, legal parcels are created via subdivisions. Legal parcels, or final approved lots, are created each time a final plat is recorded. Each recorded final plat in Ten Trails includes an “Approved MPD Statement” that states “This plat is part of an approved Master Planned Development

(MPD). All development and construction within this plat must be consistent with the applicable requirements of the MPD Development Agreement, MPD Design Standards, and mitigation requirements”. This means that new building permits for new homes, new commercial development, and new schools on the lots created in each plat cannot be approved once the 1,746 threshold is reached if Pipeline Road is not complete and open to traffic, because the building permit approval would be inconsistent with the terms of the DA and the Approved MPD Statement on the face of each final plat. This analysis applies equally to Ten Trails building permits for all types of uses.

62. If residential development permits were paused until the completion of Pipeline Road, how would that affect the anticipated timeline for the Ten Trails commercial area?

Answer: The City cannot only pause residential permits. A NO vote on the major Amendment halts all permitting of any kind. There is no exception in the MPDs’ vested municipal code, development agreements, or plat conditions for commercial development or schools to continue to be permitted when the DA has been breached. If there was somehow a situation in which only new residential permits were halted, then there would still be a negative impact on new commercial development. The commercial development in Ten Trails depends on “rooftops”, i.e., the level of existing and future residential development in the area. A pause and a reduction in new rooftops will also slow and potentially halt the commercial development in Ten Trails.

63. What is the anticipated construction timeline for the Ten Trails elementary school?

Answer: Oakpointe understands that the ESD plans to start construction in mid- to late-2026, to open the new elementary in Fall 2027. However, ESD will not proceed with construction if Ten Trails permitting is halted, because ESD will not be able to obtain a permit from the City for the new school, and because the ESD’s financing plan for the new school depends on Oakpointe’s funding.

64. What impact would a delay in development have on the timing and construction of the planned new school in Ten Trails?

Answer: If there was a delay in development of new homes and businesses in Ten Trails, then **the new elementary school would not be constructed**. As soon as permitting halts, the School District would be unable to obtain any of the needed construction permits for the new elementary school. In addition, the funding structure for the school construction would collapse, meaning the school would not just be delayed, but would not get built.

65. How would suspending all MPD building permits pending completion of Pipeline Road affect the cities of Maple Valley and Covington with respect to their transportation projects and funding?

Answer: Oakpointe has a mitigation agreement with the City of Maple Valley that requires payments to the City tied to the number of issued building permits. If building permit issuance ceases, payments Maple Valley was expecting to receive will also cease. Oakpointe’s initial mitigation payment to the City of Covington has already been paid; subsequent payments required by Exhibit “R” to the DA would cease while permitting for Ten Trails is stopped.

66. If this amendment is approved, can Oakpointe commit to continuing development activity and permit applications without interruption?

Answer: Yes. If the Council votes YES, then Oakpointe is committed to continuing development activity and permit applications without interruption. All development is, of course, subject to market conditions that are outside the control of Oakpointe and the City.

67. Would the developer be willing to provide annual updates to the City Council on development progress and the Pipeline Road timeline?

Answer: Yes. Oakpointe is willing to formalize its past practice of providing updates to the City Council. Oakpointe has added regular presentations to the proposed condition language found in Section III, below.

68. What public benefit does the City receive in exchange for approving this amendment? Would the amendment shift infrastructure obligations or risks from the developer to the City?

Answer: Benefits to the City from approving the amendment include assuring the City’s budget and staffing in the near term and future, as described in Oakpointe’s answers to Questions 1 – 4 and 9 – 11. This includes the ability to continue planning for City-desired capital improvements, including the new City Hall campus. In addition, Oakpointe will build the currently unfunded but desired crosswalk at Bruckner’s Way and Roberts Drive (CIP Project T24), and will agree to move its general contractor’s heavy construction traffic from City roads and onto the planned South Connector EVA roadway (once that is approved and constructed).

E. Safety & Emergency Response

69. Mitigation of Wear and Tear on Rock Creek Bridge and Roberts Drive: If Pipeline Road is delayed, what financial or technical responsibility will Oakpointe assume for the accelerated degradation of the Rock Creek Bridge and Roberts Drive?

Answer: Oakpointe already is seeking the City’s permission to build out the South Connector roadway, first as both an Emergency Vehicle Access route, and also as a construction route for Oakpointe’s general contractor and subs who are doing the major

land development work on Ten Trails. Assuming that is approved, the roadway would be built in 2026, and the heavy construction traffic would move there. All prior analysis of this issue assumed that all construction traffic would continue to use the Rock Creek Bridge as part of Roberts Drive. Therefore, Oakpointe’s commitment to now move its heavy construction to use of the future South Connector reduces the construction traffic using the Rock Creek Bridge and Roberts Drive.

F Utilities on Pipeline Road

70. In the Hearing Examiners summary on page 13, bullet point 3 mentions installing other utilities at the same time as Pipeline Road is built. When the road is being constructed should it be mandatory that the sewer line be installed to serve the Lawson Hills MPD?

- **In the General Sewer Plan, Addendum 1, page 4 states that if the Pipeline Road is completed before the Lawson Hills MPD is developed, then all sewer from the East Basin will discharge directly into the King County interceptor line on the Lake Sawyer Rd.**
- **Installing sewer lines as part of Pipeline Road may avoid delays in permitting homes in the Lawson Hills MPD to connect to sewer. Heavy rains in December 2025 resulted in I&I that overwhelmed the Jones Lake Sewer Station, calling into question the capacity of the Jones Lake sewer lift station to handle sewage from Lawson Hills**

Answer:

Sewer plans for Lawson Hills are not before the Examiner, and this question is not relevant to the timing for construction of Pipeline Road.

In addition, the Ten Trails MPD does not - and will not - utilize sewer improvements within Pipeline Road. Ten Trails’ sewer connects to the King County system near the intersection of Roberts Drive and Lake Sawyer Road SE. Therefore, the City lacks a nexus to force the Ten Trails MPD to build utility improvements that are tied to other properties future development.

Most importantly, Oakpointe understands that the concerns of the City and some of its citizens are getting Pipeline Road built quickly to allow traffic to flow there. The most efficient path to approving permits to build Pipeline Road and having new travel lanes constructed is for the City and Tacoma Water to review and approve Oakpointe’s current plans (submitted in 2023), which do not include sewer.

71. Oakpointe has proposed that sewage from the 1200 proposed new homes in the Lawson Hills MPD be directed to the Jones Lake lift station, rather than including sewer lines in Pipeline Road. This could leave greatly reduced or zero capacity at the Jones Lake station for additional infill with residential and commercial development in the older parts of the city. What impacts would it have on Black Diamond ratepayers if

sewer lines are not included in the construction of Pipeline Road, leaving the public to pay for future sewer installation in Pipeline Road?

Answer: This issue is unrelated to the timing of construction of the Pipeline Road. Moreover, the “public” does not pay for the construction of new infrastructure that serves new development. To the extent that a sewer line is ever needed and built co-extensive with Pipeline Road, it will be constructed by the developer(s) who need it, pursuant to a Developer Extension Agreement.

G Development Agreement Interpretation

72. What is Oakpointe’s legal interpretation of the Development Agreement regarding the Pipeline Road construction trigger? Specifically:

- a. **If the 1,746-dwelling-unit threshold were reached and Pipeline Road had not been constructed, what categories of permits would the City be required to pause?**

Answer: All new building permits for any type of use in Ten Trails will be halted. There are several ways in which Oakpointe reaches this legal conclusion.

First, by definition in Section 14 of the DA, every “Implementing Project” must “implement”, that is, be “consistent” with the DA and the MPD Permit Approval. Implementing Projects include all Land Use Permits, which includes all subdivisions and site plans. Implementing Projects also include all Construction Permits, which includes all building permits of every kind, and all Utility Permits (for utilities and streets). Pursuant to Section 6.4.3 of the DA, Pipeline Road is to be constructed and open for traffic prior to the City’s approval of a building permit for the 1,746th DU of the Ten Trails MPD. If that threshold number is not amended, and the road is not built and open by the time of the 1,746th DU, then every single new permit application will not be consistent with the DA. The City will be violating a mitigation requirement of the DA if the City issues any new permit for any type of new development.

Second, the vested BDMC at 17.15.020 and 17.20.060 require both preliminary plats and final plats to be consistent with the “approved MPD, the MPD conditions of approval, the MPD design standards, and the MPD development agreement.” This means that new plats cannot be approved once the 1,746 threshold is reached if Pipeline Road is not complete and open to traffic, because the plat approval would be inconsistent with the terms of the DA.

Next, pursuant to RCW 19.27.095, every building permit application in the State of Washington must demonstrate that it is on a legally created parcel. In the MPDs, legal parcels are created via subdivisions. Legal parcels, or final approved lots, are created each time a final plat is recorded. Each recorded final plat in Ten Trails includes an “Approved MPD Statement” that states “This plat is part of an approved Master Planned Development (MPD). All development and construction within this plat must be consistent with the applicable requirements of the MPD Development Agreement, MPD Design Standards, and mitigation requirements”. This means that new building permits for new homes, new

commercial development, and new schools on the lots created in each plat cannot be approved once the 1,746 threshold is reached if Pipeline Road is not complete and open to traffic, because the building permit approval would be inconsistent with the terms of the DA and the Approved MPD Statement on the face of each final plat. This analysis applies equally to building permits for all types of uses.

- b. **Would this interpretation apply to all implementing permits within the MPD-including residential building permits, commercial construction permits, school construction permits, subdivision approvals, and site development permits- or only to residential dwelling-unit permits?**

Answer: Yes. All permitting for all implementing projects would be stopped. There would be no new residential building permits, no new commercial construction permits, no new school construction permits, no new subdivision approvals, and no new site development permits or permits of any kind.

- c. **Which specific provisions of the Development Agreement, municipal code, or other governing documents support this interpretation?**

Answer: The argument made throughout this memo relies on a number of provisions, including Section 6.4.3 of the DA which sets the requirement for when Pipeline Road is to be constructed and open to traffic. Section 14 of the DA which contains the most direct statement of the requirement that all Implementing Projects must be consistent with the DA. Section 15.1 of the DA which mandates that its terms are binding on Oakpointe and on the City. Vested BDMC at 17.15.020 and 17.20.060 which require all plats and development to be consistent with the DA. And the condition in every recorded final plat of Ten Trails that all development and construction be consistent with the applicable requirements of the MPD Development Agreement, MPD Decision Standards, and mitigation requirements.

73. Would approving this amendment set precedent for future infrastructure delays in the MPD?

Answer: No. First, the DA Section 6.4.3 is not the only language controlling the timing for construction of Pipeline Road. MPD Permit Condition No. 10, and Section 11 of the DA require Oakpointe to build out the City’s road system, so as to not allow the City’s LOS to ever drop below standard. The transportation improvements included in Table 11-5-2 are required to be built per the timing in Exhibit F. The Exhibit F Traffic Monitoring Plan and the Parametrix Pipeline Road Sensitivity Analysis call for Pipeline Road to be constructed and open to traffic by the 2,866th DU. To read Section 6.4.3 as not allowing for timing to be set based on the evaluation of when new roads are needed to maintain LOS is contrary to Section 11 of the DA.

As to all other roadways that Oakpointe is obligated to build, the DA Exhibit “F” Traffic Monitoring plan is expressly intended to allow iterative adjustments in the timing for construction of new transportation infrastructure. Proactive timing for all transportation

mitigation is set by the transportation monitoring that is required by Exhibit “F” of the DA, and consistently updated over time. Transportation mitigation is required to be constructed to ensure that the City’s LOS never drops below LOS C for City-intersections.

74. Under the Development Agreement, is Oakpointe responsible for funding staff or consultant costs tied to development review while Pipeline Road construction is delayed?

Answer: So long as permitting is continuing for new development in Ten Trails, Oakpointe is responsible for funding staff and consultant costs tied to that development review. That obligation continues when the City Council votes YES to approve the adjusted construction trigger of 2,866 DUs for Pipeline Road. In the alternative, if this Major Amendment application is not approved by the Black Diamond City Council, the funding for staff and consulting costs will cease.

75. Under the current Development Agreement, are there any financial or operational obligations from Oakpointe that would change if this amendment is denied?

Answer: Yes. Oakpointe would halt all payment to the City under the MPD Funding Agreement. In addition, Oakpointe would not close on its planned purchase of TDRs from the City, meaning the City would not realize about \$3.55 million in additional revenue. The fiscal impacts to the City are covered in detail in Oakpointe’s answers to questions 1 – 11, above. The financial impact to the City is many millions of dollars in both the short and long term.

III. Questions for Enumclaw School District regarding Ten Trails Elementary School¹⁴

76. Could the District clarify whether a pause in residential development permits within Ten Trails - if the amendment were not approved - would affect the District’s ability to proceed with construction of the planned Ten Trails Elementary School?

Answer: The answer is: Yes — directly and irreversibly. All three components of the \$68M financing stack for the Ten Trails Elementary School depend on Ten Trails and Lawson Hills remaining viable, actively permitted developments. A permit pause does not create a funding challenge — it collapses the only financing structure that makes the school possible – see the below summary of the school’s funding structure.

As to this full series of questions:

The Partnership and Capital Stack

ESD faced a structural funding challenge: failed bond attempts left the District without a

¹⁴ Oakpointe acknowledges that questions 76 through 81 were directed to the Enumclaw School District. Oakpointe has information that we believe will assist the City in understanding the District’s answers.

conventional path to fund new school construction for a rapidly growing community. Through a negotiated partnership among ESD, Oakpointe, and the City of Black Diamond, a solution was found. The City provided the regulatory and permitting framework. Oakpointe provided the development activity and capital commitments. ESD provided the site asset and the institutional commitment to deliver a school for Black Diamond families.

The partnership required creative assembly of three interdependent financing components totaling \$68M. They only work as a package, and all three are contingent on Ten Trails remaining a viable, active development with on-going permitting:

- **\$40M — Land Value:** ESD is releasing its option to purchase the High School Site from Oakpointe. The value of this site exists only in the context of an active Ten Trails development. The ability to redirect the planned \$40M purchase price for this land to the elementary school construction is the initial and foundational funding source for the school.
- **\$25M — Construction Loan:** A loan to ESD for school construction, underwritten and repaid by per-permit school impact fees collected as building permits are pulled at Ten Trails. This loan only works if permits keep flowing. If permits stop, fee collections stop, the loan loses its underwriting basis, and it fails — not defers, fails.
- **\$3M — Recreational Fields Contribution:** Oakpointe funds recreational facilities as part of the community infrastructure commitment tied to active project buildout. This contribution is contingent on continued development activity.

The school is designed to serve not only as a much-needed educational facility but as a civic amenity and community gathering space for all District and Black Diamond residents. This \$68M financing stack is the only viable path to a new school. It was purpose-built for this community. There is no Plan B.

77. The City collects school impact fees (mitigation fees) on behalf of the Enumclaw School District when residential building permits are issued. If residential permits were paused pending completion of Pipeline Road, how would the loss or delay of those impact fee/mitigation revenues affect the District's financial planning for the Ten Trails Elementary School project?

Answer: The \$68M structure has two sequential funding dependencies. First, Ten Trails must remain viable to unlock the \$40M land transaction — the foundational capital source for the entire project. Second, continued permit flow sustains the \$25M construction loan through per-permit school impact fees. If permits stop, both dependencies fail simultaneously. The \$40M transaction loses its viability condition and evaporates. The construction loan loses its underwriting basis and fails. The damage is binary — permits flow and the structure works, or permits stop and it collapses entirely.

78. Are school impact fee revenues from Ten Trails development currently assumed as part of the District's financial planning or funding strategy related to this school?

Answer: Yes. Impact fees from Ten Trails and Lawson Hills are the direct repayment mechanism for the \$25M construction loan and are assumed in the District's longer-term

capital planning as Ten Trails buildout continues. Both require uninterrupted permit activity. The City should understand that when it collects school impact fees at permit issuance it is not acting as a passive conduit — it is an active participant in a financing structure it helped design, and one that depends on its own permitting activity continuing without interruption.

79. If residential permit activity slowed or paused, would that affect the District’s ability to maintain the planned construction timeline for the Ten Trails Elementary School?

Answer: Yes. School construction is slated to begin mid-to-late 2026. A permit pause this summer prevents that start. This is not a timeline question — it is a whether-the-project-proceeds-at-all question. Without the \$40M land transaction and the construction loan in place, there is no construction start in 2026, 2027, or ever.

80. If construction of the school were delayed due to funding or permit-related impacts, what would be the likely implications for the District’s ability to open the school by the planned target year?

Answer: This is not a delayed opening scenario — it is a deal collapse scenario. If permits pause, the \$40M land transaction, the construction loan fails, and the \$68M stack collapses. The school is not delayed — it is never built. The City Council, by voting NO, bears direct responsibility for a school that never opens, a stranded ESD asset that cannot be sold to anyone else for any other use, and a civic facility that every Black Diamond family was counting on. This is not a delay. It is a permanent loss.

81. More broadly, how would a significant slowdown in residential development within Ten Trails affect the District’s long-term planning for enrollment growth and school capacity in the District, specifically for Black Diamond?

Answer: A permit pause eliminates the fee revenue funding the school students need while simultaneously accelerating overcrowding at the existing facilities the students will instead occupy — creating more cost, more strain, and no relief. It is not a planning adjustment. It is a structural failure of the growth-funded school model the City, ESD, and Oakpointe built together — and a failure the City has the ability to prevent.

III. Oakpointe’s Proposed Conditions of Approval for Development Agreement Minor Amendment

Oakpointe proposes the attached amendment to DA Section 6.4.3 to adjust the construction threshold for Pipeline Road. Oakpointe further proposes a new Section 6.4.3.1 to capture Oakpointe’s additional commitments to: initiate Pipeline Road construction within 30 days of permit approvals, complete road construction within 18 months, construct an EVA and construction access road as part of the South Connector and direct Oakpointe’s general contractor to use that road, construct (or pay for) the City’s CIP Bruckner’s Way crosswalk project on Roberts Drive, and provide regular updates to City Council.

Enclosure: Proposed Amendments to The Villages MPD Development Agreement (Pipeline Road Major Amendment, PLN25-0006)

PROPOSED AMENDMENTS TO
THE VILLAGES MPD DEVELOPMENT AGREEMENT
(Pipeline Road Major Amendment, PLN25-0006)

Amendment of Section 6.4.3. Section 6.4.3 of the Agreement is revised as shown in the blackline below:

The design of Pipeline Road is to extend from Parcel C at the intersection of the Community Connector and Lake Sawyer Rd SE, easterly towards SR-169, intersecting SR-169 in the vicinity of Black Diamond-Ravensdale Rd, or where the future improved intersection of SR-169 and Black Diamond-Ravensdale Road lies, as determined by the City. Pursuant to Condition of Approval No. 31 of the MPD Permit Approval, the preliminary design and alignment of the Pipeline Road shall be completed by the Master Developer prior to the City's approval of a building permit for the 1200th Dwelling Unit of The Villages MPD. The Pipeline Road shall be constructed by the Master Developer and open for traffic, and the right-of-way dedicated to the City, prior to the earlier of: (i) City's approval of a building permit for the 2,866th4746th Dwelling Unit of The Villages MPD; or (ii) when the Traffic Monitoring Plan (Exhibit "F") shows that construction is necessary to prevent a significantly adverse degradation of Level of Service on Roberts Drive. The Master Developer is required to monitor and, if triggered by the Traffic Monitoring Plan (Exhibit "F"), improve the following intersections along Roberts Drive per Table 11-5-1: (i) Roberts Drive/Morgan Street; (ii) SR 169/Roberts Drive; and (iii) Lake Sawyer Road SE/Roberts Drive. For purposes of this Section 6.4.3, "significantly adverse degradation of Level of Service" shall mean that the Master Developer is unable to make further improvements to these three identified intersections to meet adopted LOS (as defined in the City of Black Diamond's Comprehensive Plan, 2009, or other jurisdiction's standard applicable to the MPD Permit Approval) without widening Roberts Drive to provide an additional eastbound travel lane and/or westbound travel lane.

A new Section 6.4.3.1 is added. The new Section 6.4.3.1 shall read as follows (new language is underlined):

6.4.3.1 Additional Pipeline Road Related Conditions.

- A. The Master Developer shall, in conformance with the terms of Exhibit "F" of this Agreement:
- (i) within 30 days of receipt of approvals from both the City of Black Diamond and Tacoma Water for the construction of the two vehicular lanes and stormwater improvements for Pipeline Road (the "Pipeline Road Improvements"), the Master Developer shall commence construction of the Pipeline Road Improvements; and

- (ii) the Master Developer commits to complete construction of Pipeline Road Improvements within 18 months following the above commencement date.
- B. Following City approval of and completion of construction of an Emergency Vehicle Access as the first phase of the South Connector road across Ten Trails (PLN24-0080) the Master Developer shall direct its general contractor's construction vehicles and that general contractor's subcontractors to use the South Connector EVA for construction access to Ten Trails.
- C. At the City's option, the Master Developer shall either construct, or pay the City to construct the Bruckner's Way crosswalk project, Project T24 in the City's 2026 – 2031 CIP.
- D. The Master Developer will present the City Council with an annual update on the development progress of Ten Trails, and the Pipeline Road construction. The Master Developer and the Mayor are to work together to find a mutually agreeable time for this presentation and the Mayor is responsible for adding the presentation to the City Council agenda.

SCHOOL DISTRICT



Enumclaw School District
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Inspiring students to learn, lead and impact their community and the world.

April 3, 2026

City of Black Diamond Hearing Examiner
c/o Alex Campbell, Senior Planner
Master Development Review Team
acampbell@blackdiamondwa.gov

RE: Remand Hearing PLN25-0006: Major Amendment to The Villages Master
Planned Development (MPD) Development Agreement Regarding
Pipeline Road Construction Timing.

The Enumclaw School District (the "District") respectfully submits this letter regarding Oakpointe's proposed amendment to the Ten Trails Development Agreement related to Pipeline Road (the "Proposed Amendment") and in response to the Black Diamond City Council's remand questions directed to the District (the "Council Questions"). The Proposed Amendment is tied directly to the District's ability to proceed with the planned new elementary school in Ten Trails (the "School Project"), all as more specifically described herein. The School Project has been carefully developed through coordinated long-term planning, partnership agreements, and reliance on specific development timelines within the Ten Trails Master Planned Development ("MPD").

The School Project, following more than two years of active planning and investment, is on schedule to break ground in June 2026, with construction completion anticipated in August 2027 to support a fall opening for the 2027–2028 school year. To date, the Board has approved \$6.4 million in total contract value to the design-builder, covering pre-design, design, and preconstruction services. The District has completed Schematic Design and is actively progressing through Design Development. In the coming weeks, the District will submit packages to the City of Black Diamond for SEPA, Site Plan, and Site Development Permit reviews. An Early Foundations permit submittal is planned for June, followed by the full Building Permit submission in July.

Maintaining the current schedule is critical. The District's ability to maintain Project viability is highly time-sensitive; delays of even six months to a year expose the Project to significant construction cost escalation, likely exceeding available funding and rendering the project infeasible. Beyond financial and scheduling considerations, this Project represents a major milestone for both the District and the Black Diamond

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community. It reflects years of coordinated planning and strong community anticipation, and it will eliminate costly financial and instructional setbacks resulting in overcrowding of current elementary schools and busing hundreds of students to schools outside of the City. The completion of this 600-student elementary school stands to be the most significant and impactful investment associated with the Ten Trails development to date, directly supporting students, families, and long-term community growth.

The District's ability to move forward with construction of the School Project is dependent on its receipt of full Project funding as secured by the First Amendment to the Amended & Restated Comprehensive School Mitigation Agreement (the "First Amendment" and the "A&R CSMA", respectively). Under the First Amendment, in exchange for the District's release of its interest in the 40-acre High School site reserved under the A&R CSMA, Oakpointe will (1) pay \$40 million to the District and (2) provide the District with up to \$25M in loan funds to use toward the construction of the School Project. The District's loan repayment obligations are tied to revenue from future mitigation fees paid to the District for each residential unit in the MPD. The Project is completely free of local taxpayer funding, with construction funding at no risk to the District's taxpayers.

Importantly, the District does not yet have the School Project funding in hand. Rather, the High School site closing is tied to the earlier of the issuance of the building permit for the School Project or on the 60th day following Oakpointe's receipt of preliminary plat approval to construct residential units on the High School site. The District believes it to be a fair assumption that, if the Proposed Amendment is denied and development is paused, Oakpointe may abandon the closing if it determines that (a) acquiring the District's interest in the High School site, where residential development is planned, is no longer of value to it; and/or (b) that it lacks the financial investment to continue implementation of the MPD. In such case, the District's funding source for the School Project would disappear.

Even if Oakpointe moves forward with acquisition of the District's High School site interest, the District would be unable to proceed with construction of the School Project if the amendment denial is determined to pause all MPD implementation permits, including school-related permits. Project cost escalation due to a permit pause will exceed the Oakpointe funding package and halt indefinitely construction of the School Project.

Accordingly, maintaining development and timely permit approvals in the MPD are essential to preserving the School Project's funding and maintaining the overall schedule through to completion. Any disruption places the entire School Project at risk—jeopardizing its financial foundation, halting progress, and ultimately preventing the District from delivering this essential school to the students and families it is intended to serve.

- **District Responses to Council Questions:**

76. Could the District clarify whether a pause in residential development permits within Ten Trails - if the amendment were not approved - would affect the District's ability to proceed with construction of the planned Ten Trails Elementary School?

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The District is not able to answer this question with any certainty. As noted in several of the City Council's questions on remand, there is an outstanding legal issue as to whether a denial of Oakpointe's amendment request would affect all implementing permits within the MPD (residential building permits, commercial construction permits, school construction permits, subdivision approvals, and site development permits).

Certainly, if the question is answered as affirmative, the District's current permit activity would stop, and the project would not move forward on the currently planned schedule. If the project is delayed, it is more likely than not that cost escalation and inflation would render the project infeasible given the restricted and limited funding provided for the School Project. The District anticipates that cost estimates would increase by 6-8% with even a one year pause.

If the pause affects only residential construction, the District may or may not be able to proceed forward with the School Project on its current schedule. As noted above, at the current time, the District and Oakpointe have not closed on the District's release of its interest in the High School Site, which triggers Oakpointe's funding toward the School Project. If Oakpointe is unable to proceed forward with residential development, it may decide that closing on the District's interest is no longer in its best interests since it will no longer be able to develop that site with planned residential development. Oakpointe could also determine that the entire financial structure of the MPD is compromised with a pause in residential development. In either case, Oakpointe could default on the obligation under the First Amendment, and the District would lack the funding capacity to move forward with construction of the new school.

77. The City collects school impact fees (mitigation fees) on behalf of the Enumclaw School District when residential building permits are issued. If residential permits were paused pending completion of Pipeline Road, how would the loss or delay of those impact fee/mitigation revenues affect the District's financial planning for the Ten Trails Elementary School project?

The A&R CSMA requires that school mitigation fees (distinct from Growth Management Act school impact fees) are collected from each residential unit in the MPD (with the exception of age-restricted units, which do not generate K-12 students). If residential development is paused, there will be no mitigation fees collected, and the District will not have mitigation fee revenue from which to repay the Oakpointe construction loan.

Oakpointe could decide, prior to the closing of the District's release of the High School site and the trigger for the School Project funding, that this risk is too great. See above discussion of an Oakpointe default on closing and its effect to eliminate the School Project.

78. Are school impact fee revenues from Ten Trails development currently assumed as part of the District's financial planning or funding strategy related to this school?

The funding strategy for the School Project assumes school mitigation fee revenue. See discussion above. It does not include school impact fees from residential development outside of the MPD.

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79. If residential permit activity slowed or paused, would that affect the District's ability to maintain the planned construction timeline for the Ten Trails Elementary School?

See answer to question 76 above. If, despite the pause on residential development, Oakpointe decided to still close on the acquisition of the District's interest in the High School site and trigger the funding for the School Project, the District would still proceed with the planned construction of the School Project. However, this scenario is entirely dependent on Oakpointe's willingness and financial ability to maintain implementation of the MPD and the High School site closing despite the delay in residential development. This scenario also assumes that an amendment denial would not affect the school construction permitting process.

80. If construction of the school were delayed due to funding or permit-related impacts, what would be the likely implications for the District's ability to open the school by the planned target year?

See responses to questions 76 and 77 above. Any delay in the current School Project construction schedule would, more likely than not, render the Project infeasible due to cost escalation and funding limitations. In any event, if Oakpointe defaults on closing of the High School site acquisition due to a residential permit pause, the District would lack the funding to proceed forward with the School Project at any time.

81. More broadly, how would a significant slowdown in residential development within Ten Trails affect the District's long-term planning for enrollment growth and school capacity in the District, specifically for Black Diamond?

A significant slowdown of residential development in Ten Trails would change the landscape of the District's current capacity planning. Enrollment projections would be adjusted downward and the need for future new school capacity would similarly pause. However, the current capacity needs at the elementary level would remain. Currently, students in Black Diamond are transported out of the City to other District schools given the capacity constraints at Black Diamond Elementary School. If the School Project is suspended, this activity will continue and the number of transported students from currently permitted development is likely to grow. And, planning for a future middle school in Black Diamond would likely be pushed far into the future.

In summary, the Proposed Amendment is essential to preserving the viability, timing, and funding of the School Project—an urgently needed investment supported by a creative, non-taxpayer funding structure that serves directly the growing Black Diamond community. Any delay or disruption risks not only significant cost escalation, but the complete loss of the project's funding framework and the District's ability to deliver the school. The consequences would be long-term, including continued overcrowding, extended student transportation, and stalled community planning efforts. In consideration of the significant benefits related to timely construction of the School Project and the irreversible damage of a delay, the District respectfully urges careful consideration of this matter and requests approval of the Proposed Amendment to ensure this critical community infrastructure project can move forward as planned.

Board of Directors

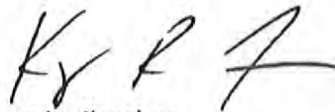
■ Tyson Gamblin ■ Paul Fisher ■ Tara Cochran ■ Scott Mason ■ Ben Stouffer

Please include the District in the contact list for the Hearing Examiner's recommendation to the City Council following the remand hearing. Notices should be sent to the Enumclaw School District, c/o Kyle Fletcher, 2929 McDougall Ave, Enumclaw, WA 98022 (kyle_fletcher@enumclaw.wednet.edu).

Sincerely,



Jill Burnes
Interim Superintendent



Kyle Fletcher
Director of Business

Board of Directors

■ Tyson Gamblin ■ Paul Fisher ■ Tara Cochran ■ Scott Mason ■ Ben Stouffer



FRIENDS OF BLACK DIAMOND

Michelle Wright

From: Kristen Bryant <kristenbry@gmail.com>
Sent: Friday, April 10, 2026 3:56 PM
To: Alex Campbell
Cc: Angela Rossman Fettig; BlackDiamond Friends; kwalls123@comcast.net; karen@bryantstractorandmower.com; r.mixdog4@comcast.net; sherriejns1@msn.com; garlicman1951@gmail.com; tekberg@gmail.com; Michelle Wright; Kevin O'Neill
Subject: Response Comments for April 6 public hearing, PLN25-0006 Pipeline Road Major Amendment
Attachments: Comments on PLN25-0006 - April 6 remand Hearing – Response to City-posted Materials.pdf; 2021 Seattle DJC.com local business news and data - Real Estate - 176 Black Diamond units sell for over \$67M.pdf; EnumclawSchoolDistrict CSMAFirst_Amendment_Overview_-_11.24.2025_Board_Pr.pdf; EnumclawSchoolDistrict Financing_Agreement.pdf; 20250502 recording in-city forest.pdf

Dear Mr. Campbell,

Attached are follow up comments per the Hearing Examiner's instructions from the April 6, 2026 hearing.

Thank you,
Kristen Bryant

Comments on PLN25-0006 - April 6 remand Hearing – Response to City-posted Materials.

Due: Friday, April 10, 2026

Key Facts in Response to April 6, 2026 City and OakPointe Materials

1. First, the OakPointe Development Agreement and city code only limit residential building permits for dwelling units beyond 1,745. A permit to build a school, to process plats, or commercial buildings can all proceed.
2. Second,
OakPointe is not likely to go bankrupt over building a road they have long known they must build – they have made a lot of \$ from Ten Trails.
and
If OakPointe did decide to fold their LLC, they would sell the land to another developer who would eventually develop.
3. Third, the city finances can manage with a slowdown in development revenue. And the revenue is not lost forever, it just slows and can pick up later.

What is most unfortunate about this attempt to delay Pipeline Road are the falsehoods being spread. It is these falsehoods that divide the community and cause the Council to lose touch with the people they represent. The falsehoods referred to are:

1. First, the false idea that the city would be forced to not permit the new elementary school.
2. Second the false idea that if held to its long-standing Pipeline Road commitment, the developers of Ten Trails might close up shop and not build anything more at all.
3. Third, the false idea that the city will be in trouble if it has only \$10 MM in developer revenue for a couple of years instead of \$16MM.

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The **ONLY** Building Permits Paused are those for New Dwelling Units over 1745. All other Permits/Building Permits Can Proceed.



According to the City, combining BDMC 18.98.090 and DA Section 6.4.3, no implementing permits or approvals within the MPD boundaries may be issued if Pipeline Road has not been completed by the 1,746th dwelling unit. (City **Hearing Examiner Remand Exhibit 2**, Page 25.)

Now, if the city were foolish enough to illegally issue the 1746th dwelling unit building permit, then it could trigger the failure of compliance and shut down the entire MPD as the doom-and-gloom developer and city staff memos purport.

If the city does what it is obligated to do by DA Section 6.4.3 and deny any permit for dwelling unit #1,746, then other projects and permits in the MPD can continue.

In many cases, a violation of the Development Agreement would trigger a shutdown of the whole entire MPD project until the violation is corrected. But, if the city never issues building permit 1,746 (and it is prohibited from doing so until Pipeline Road is complete and open for traffic), then there is no violation. Again, for the Pipeline Road deadline, the D.A. has specific language that allows the developer to avoid a complete shut down.

OakPointe Cannot Refuse to Construct the New Elementary School Because of a Reduction in Residential Building Permits

The Enumclaw school district's financing agreement for the new Ten Trails Elementary with OakPointe does not allow OakPointe to back out of its commitment to advance \$25MM in school mitigation/impact fees. This loan is guaranteed even if the rate of housing construction slows or stops.

References: Black Diamond city resolution 25-1716 of Nov 20, 2025. Enumclaw School District (ESD) Financing Agreement adopted by ESD school board. See separate attachment "EnumclawSchoolDistrict Financing_Agreement.pdf" from ESD website.

From ESD Board Minutes Nov 24, 2025:

Resolution 1152: Amended and Restated Comprehensive School Mitigation Agreement

Denise Stiffarm, the district's land use attorney, shared [an overview of the Proposed First Amendment to the Amended and Restated Comprehensive School Mitigation Agreement](#).

Ms. Stiffarm stated that the first agreement between the developer, city of Black Diamond and the Enumclaw School District was executed in 2011. In 2021 the agreement was amended and restated. Today's proposal includes the district releasing their interest in the high school site. The proposal also includes the district having flexibility with how they plan for the other future school sites. Recreational facilities are included in the amended plan with a joint use agreement to be implemented between the City of Black Diamond and the district.

Once the district releases the high school site, the district will receive \$40 million to begin building a new school. The district will also receive \$25 million to be repaid with future school mitigation fees. No other cash will be needed to repay this

advance. \$3 million will be conveyed to the district for athletic fields when the building permit is issued.

The Board of Directors asked Ms. Stiffarm clarifying questions.

Question: Per the agreement, the district cannot sell the high school site to anyone else other than the builder and they can't build additional homes. In your professional opinions, is this a good value?

Answer: Yes, the appraisal's value is significantly less than the \$40 million. The developer can use it for residential purposes, but they will not be able to build additional homes. They can spread out their residences in different ways.

Question: What is the protections in place for the district?

Answer: \$40 million will go to the district accounts once the high school site is released. The letter of credit for the \$25 million is air tight for the district. The funds are guaranteed to the district regardless of what happens to OakPointe. This was an important part of the negotiation process to get all of this right.

The Board of Directors thanked Ms. Stiffarm for her time.

Paul Fisher made a motion to 1152.

Scott Mason seconded the motion.

Statement from Director Ben Stouffer - work commitment -

The board **VOTED** to approve the motion.

(<https://app2.boardontrack.com/public/4351VZ/minutes/107609> -emphasis added)

From the overview presentation:

“Outstanding loan amount fully forgiven if Mitigation Fee revenue is insufficient to fully repay when the A&R CSMA term expires”

(EnumclawSchoolDistrict CSMAFirst_Amendment_Overview_-_11.24.2025_Board_Pr.pdf)

From the ESD Financing Agreement (Borrower is Enumclaw School District and Lender is OakPointe):

The exclusive source of Borrower's repayment obligations under the Loan, including principal and interest, will be Mitigation Fees paid to the City of Black Diamond or held by Borrower in the Mitigation Fee Account or ...

Lender agrees no payment is due in a given calendar month if Borrower did not receive Eligible Mitigation Fees during the preceding calendar month. ...
provided however, that in the event the Loan is not repaid in full on the Maturity Date and Eligible Mitigation Fees in the Mitigation Fee Account are insufficient to repay the Loan in full, Borrower shall have no further obligations related to the Loan and all principal and interest due on the Loan shall be discharged and no longer owing"
(emphasis added)

(From EnumclawSchoolDistrict Financing_Agreement.pdf, page 6 under Schedule 2 Repayment.)

The school finance agreement OakPointe made with the Enumclaw School District does not allow OakPointe to back out of the \$40MM OakPointe is paying for the school or the \$25MM in mitigation fee advances. This agreement, combined with the fact that school building permit can be issued (as established above), means the statements from April 6 about the school not getting built if the City Council doesn't agree to delay Pipeline Road are false.

City and OakPointe are Dividing the Community with False Interpretations that make this "School vs. Road"

The city seems to be going along with the OakPointe no school permit allowed interpretation because the city wants an excuse to keep the development-related one-time revenues. This supports OakPointe's creation of community division by making this a "school vs road" issue.

Commenting on OakPointe projects and dealing with OakPointe's excuses when plans do not go as promised is a game of whack-a-mole and it is exhausting.

The city has full power to redefine its interpretation and refuse to issue any more building permits for residential units # 1746 and beyond. This would truly get the road done "as soon as possible" as the city staff letter says they want.

Learn from past city interpretations that turned out to be mistakes.

Looking at the past is necessary to understand that things can go wrong with giving in to OakPointe's request to delay Pipeline Road.

Here is a relevant example:

In 2022, the City was given evidence by the public that the “in-city forest” on Lawson Hill was not conserved¹. This 50 acres of open space is required to be conserved as a condition of development of the Lawson Hills MPD D.A. (Ord 971). The city staff at the time wrongly claimed the forest was conserved. But later public statements and records² made clear it was not. Despite the lack of compliance with the Lawson Hills MPD D.A., the city permitted the Lawson Hills Fire Station (26051 Lawson St) as a project in the Lawson Hills MPD.

Later, the city realized the fire station should never have been built in that location.

Link to 9 minute video of March 8, 2025 City Council meeting discussing fire station on Lawson: https://www.youtube.com/watch?v=Adiz_5AqqaQ&feature=youtu.be

Mayor Benson:

will have to have figure out what we want to do with the fire station, because they're not going to occupy that fire station. We can't leave it vacant.

Council member:

Yeah so, just a little follow-up, just while we were talking about, you know, only having one fire station in the city. Wasn't there in the MPD's where they were going to build the the main fire station in Ten Trails?

Mayor Benson:

Yeah, but--.

Council member:

And, and if we're talking about only one fire station in the city, and we've got right now two fire stations, one up on Lawson and one at Lake Sawyer, and both of them are not central at all, how can we convince all parties that a fire station be built within the Ten Trails development, which would--

Mayor Benson:

That's not, that's not a good place for it either. It needs to be out on [hwy] 169, that's one of the things that we thought we would do when we tried to buy that property on 169, -- Oh -- is build the fire station there, and, and sell the other two fire stations.

Council member:

But, who, who would buy a fire station?

Lots of people, like churches, I mean people just -- fire -- yeah.

Mayor Benson:

The fire, old fire station that's on, uh, Baker Street, that's going to be part of the museum now.

Council member:

¹ The King County record had no recording of a conservation easement, and the city had in 2021 tried to rezone for residential development this land that was supposed to be open space.

² See attached purchase documentation for the in-city forest parcel in 2025.

Right, but a brand new one. We own it, so they they pay a dollar a year for it. Yeah I mean, had it had sewer hook up and all that stuff, the one that just got decommissioned, that's a perfect spot for a brewery. So, so, but but, why would we plan for one on 169 when we've got the vacant one? It's not central, but why wouldn't we still just use it?

Mayor Benson:

Because we we can't, I don't think we'll ever be able to afford to man two fire stations. If you look at all of our surrounding cities now, they, because of the all the consolidation of all the fire departments and everything, they are not manning all of their fire stations anymore, and so --

Council member:

And Chief Judkins has stated, and you know she's listening, maybe you know if she wants to correct me, but she stated that um the station up on up Lawson Hill is not inducible for staffing and for, uh uh response time coming down the hill and coming to a light or roundabout right there. That, um she would prefer that they stay at the Lake Sawyer Station because it's close to their other station, and closer to getting response times out so that was my understanding from.

Mayor Benson:

--Yes yes. --

Council member:

and that she sees only one station being operated here in Black Diamond so whether, you know, we continue contracting with MountainView, or we Annex, in um from listening to Dawn it would always be just one station operated here in Black Diamond because of our size.

Council member:

So did we miss the window to cancel the building of this?

Mm-hmm.

Yeah no, is that what happened?

Mayor Benson:

-- Okay but we couldn't, because it, in order for OakPointe to move ahead, they had to build a fire station.

Due to failure to listen to the public about that issue, the city will have worse emergency response – real consequence to human life – for decades into the future. Allowing a delay of Pipeline Road, listening to OakPointe instead of so much public comment, could lead to similar regret.

City Finances

Despite the attempt to scare people on April 6 by displaying large dollar values of revenue reduction for the city, the city would be fine if there is a slow down or drop off in new development. Financially, the city would adjust in large part because with less development the city would need less infrastructure, less services, and less staff to process development. The city still has other revenue sources.

The city staff who wrote the position that things like school construction would not be allowed if the city enforces the Pipeline Road by 1,746 dwelling units requirement do not understand the D.A. So, their financial picture (perhaps biased by a desire to save their own jobs) should be taken with a grain of salt.

According to the city staff's projections, if construction in the MPDs stops, the city would get \$10,000,000 per year in development-related revenue instead of \$16 MM per year in development related revenue. That's not the end of the world. Much of that revenue is used directly to pay for the costs of development -- those costs go away if development slows.

Also, the city failed to account for the 6 month wind-down clause required in the D.A. Exhibit N Funding Agreement. This requires the developer to pay all staff costs for 6 months after the developer notifies the city. So, the city would receive more funds than shown in the city's year 1 estimates below.

(see p. 2 of "City Ex 2 Pipeline Road Questions for Remand")

Projected Sub-Total of Development Related Revenues if Growth stops at 1,746 Dwelling Units

	Year 1	Year 2
Property Taxes Revenue	\$3,551,162	\$3,586,673
Sales Tax	\$973,837	\$1,030,603
Sales Tax from Construction Revenue	\$51,008	\$55,088
Real Estate Excise Tax Revenue	\$624,901	\$674,893
Community Development/Planning Revenues	\$140,590	\$168,393
Fire Impact Fees	\$48,000	\$48,000
School Impact Fees	\$0	\$0
Water Related Revenues	\$1,777,595	\$1,980,249
Sewer Related Revenues	\$1,866,370	\$2,029,656
Stormwater Related Revenues	\$884,542	\$1,017,223
Grand Total	\$9,918,004	\$10,590,778

This is wrong because it doesn't account for the 6-month Wind-Down clause, nor the fact that only dwelling unit increases, not all development, stops. Even so, it's hardly dire.

The city staff with their doom-and-gloom report have painted the city into a corner. They have said they won't enforce the D.A. under any circumstance that could delay development because they are worried about the new development revenues the city might lose.



Yes, the opening of a school and commercial /retail sites do depend a great deal on population.

Commercial/retail will bring new tax revenue. However, the D.A. has many requirements that development stop if things like traffic, sports fields, or other infrastructure are not **CONCURRENT** with development. **Continued development has ALWAYS been conditioned on complying with the D.A. and related code.**

Many times in the past, development has been delayed (such as from 2008 to 2018 when market conditions led to almost no new housing), new retail has been delayed (such as from OakPointe's promises of retail in 2021, etc.), and yet the city survives.

City and OakPointe Legal Costs – Legal Threat by OakPointe

OakPointe makes an empty legal threat in the "Memo to Black Diamond Hearing Examiner with Compiled Pipeline Road Amendment Language.pdf" - Question 3, page 6:

"However, halting permitting in Ten Trails may actually increase legal costs — DA disputes, council proceedings, and potential litigation all generate legal expense without corresponding revenue. Any reduction in development-related legal review would likely be offset or exceeded by dispute-related legal costs." (OakPointe, April 6, 2026)

The threat, intended to force the city to do what OakPointe wants, is empty. OakPointe won't sue because they would lose. The D.A. says build the Pipeline Road by 1746 dwelling units. The 1996 Black Diamond Urban Growth Area Agreement (BDUGAA) says build the Pipeline Road, and that obligation is binding on the land that became Ten Trails. The city is obviously within its right to enforce that.

The developer is not without risk if it files a lawsuit. A losing case, or using the court system just to try to get the city to back down, could make the developer liable for the city's legal fees.

OakPointe Finances

OakPointe has told the city they can't afford a lot of things over the years – this always serves OakPointe. Despite claims of financial ruin (without evidence), OakPointe can afford the road.

OakPointe response to question 41 (on page 32 of OakPointe's memo) with, "Road construction cannot be financed without continued entitlements and lot sales to support the investment in infrastructure."

That sentence is not worth the paper it is written on.

As a documented example that hints at the profit from the 1,600 or so residences sold so far, in 2021 sold the Eagle Creek apartments for \$67 MM, which were built on just a small portion of 136 acres that OakPointe acquired in 2021 for \$19 MM.

December 21, 2021

176 Black Diamond units sell for over \$67M

By **BRIAN MILLER**
Real Estate Editor

The Village at Ten Trails, a portion of the larger Ten Trails development in Black Diamond, has sold for almost \$67.7 million. King County recorded the sale yesterday at [22870 S.E. Fir St.](#) The seller was The Village at Ten Trails LLC, associated with Oakpointe Communities, which acquired the land in 2018 as part of a much larger land deal worth nearly \$19 million. That spanned about 136 acres. Ten Trails will eventually encompass some 2,200 acres — much of it greenspace.



Photo by Rise Properties Trust [\[enlarge\]](#)

Looking south, only the apartments in the foreground have sold. They're in the much larger Ten Trails development.

In the past, when commercial was promised by OakPointe by the year 2021 or 2022, and it did not materialize, the sky didn't fall. OakPointe just said it was taking more time than they thought for the market to develop. OakPointe's financial promises are just as questionable now as they were then.

However, let's consider what happens if OakPointe doesn't have the money or the credit to build the Pipeline Road while residential construction is paused after 1,745 units. If

OakPointe is broke, all that will happen is they will bankrupt their LLC, sell their remaining land, and a new buyer (scooping it up at a discount) will be obligated to build the road and the school.

If the city staff and council continue to believe OakPointe's threats about the harm to the city if OakPointe stops developing, and if the city staff and council continues to misunderstand their own finances, then the City would never enforce any development agreement condition. The developer, not wanting to pay for something or meet some requirement, will just come up with a plausible "we can't afford it" and it will scare the city officials and they will agree to OakPointe's wishes.

Transportation Impact Triggers

The city and OakPointe responses say that the traffic studies took future development of commercial and other traffic into account.

However, those studies do not account for the SR169 that will begin in 2027 and take two years, during which detours on Roberts Drive and SE 288th St will increase traffic and delays. These problems would be somewhat relieved if Pipeline Road were done. Safety would also be improved, especially during construction.

We know the city and OakPointe are failing to account for the fish passage construction, and other impacts on the public as described in for the December 15 hearing.



Friday, April 10, 2026

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December 21, 2021

176 Black Diamond units sell for over \$67M

By **BRIAN MILLER**
Real Estate Editor

The Village at Ten Trails, a portion of the larger Ten Trails development in Black Diamond, has sold for almost \$67.7 million. King County recorded the sale yesterday at **22870 S.E. Fir St.** The seller was The Village at Ten Trails LLC, associated with Oakpointe Communities, which acquired the land in 2018 as part of a much larger land deal worth nearly \$19 million. That spanned about 136 acres. Ten Trails will eventually encompass some 2,200 acres — much of it greenspace.



Photo by Rise Properties Trust [\[enlarge\]](#)

Looking south, only the apartments in the foreground have sold. They're in the much larger Ten Trails development.

...

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In Today's Public Notices

FEATURED NOTICE

Skagit Fisheries Enhancement Group
East Fork Silver Creek Fish Passage Project

New Bid Calls	6
New Consultant Notices	5
New Supply Bids	0

New Sub Bids Requested

MCKNIGHT MIDDLE SCHOOL SEISMIC AND SAFETY UPGRADES, BP 14 & 17 RE-BID
Bayley Construction

After Recording Return to:

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

Insured by Stewart Title NCS 24000201507

Reference Number of Related Document: N/A
Grantor: Palmer Coking Coal Company, LLP, a Washington limited liability partnership
Grantee: City of Black Diamond
Legal Description: PTN SW1/4 S13 T21N R6E
Assessor's Property Tax Parcel ID#: 132106-9012

STATUTORY WARRANTY DEED

THE GRANTOR, PALMER COKING COAL COMPANY, LLP, a Washington limited liability partnership, successor by merger to Palmer Coking Coal Co., a Washington general partnership, for and in consideration of Ten Dollars (\$10.00), and other valuable consideration, in hand paid, conveys and warrants to CITY OF BLACK DIAMOND, a municipal corporation, the following described real estate, situated in the County of King, State of Washington ("Property"):

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A.

The foregoing conveyance is subject to all matter of records and subject to the following road and utility easement, water supply line and maintenance trail, and reservation and acknowledgment of transfer of development rights.

ROAD AND UTILITY EASEMENT

Grantor reserves to itself, its successors and/or assigns, a perpetual easement to construct, maintain, use, improve, and repair a thirty (30) foot wide road for ingress, egress, vehicular access and underground utility lines, upon, across and under that portion of the Property, the location of which road is legally described on Exhibit B attached hereto.

**Instrument Number: 20250502000353 Document:WD Rec:
Record Date:5/2/2025 10:55 AM King County, WA**

WATER SUPPLY LINE AND MAINTENANCE

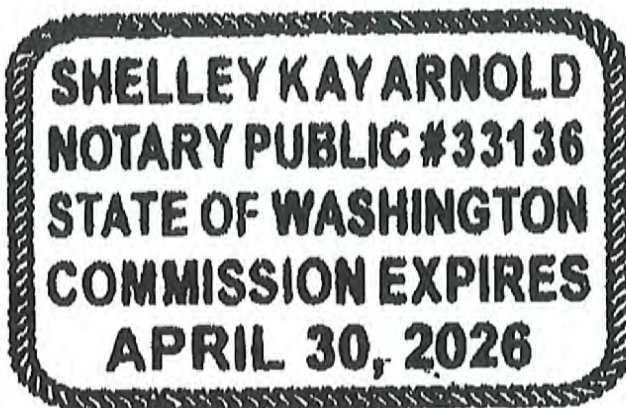
This conveyance is subject to an existing
serving the existing City of Black Diamond

Reservation of Transfer of Development F

Grantor further reserves to itself, its succ
development rights, which have been pla
the benefit of Grantor.

before me and said persons acknowledge
were authorized to execute the instrument
COKING COAL COMPANY, LLP, a Washing
act of such party for the uses and purposes

DATED 4/21/25



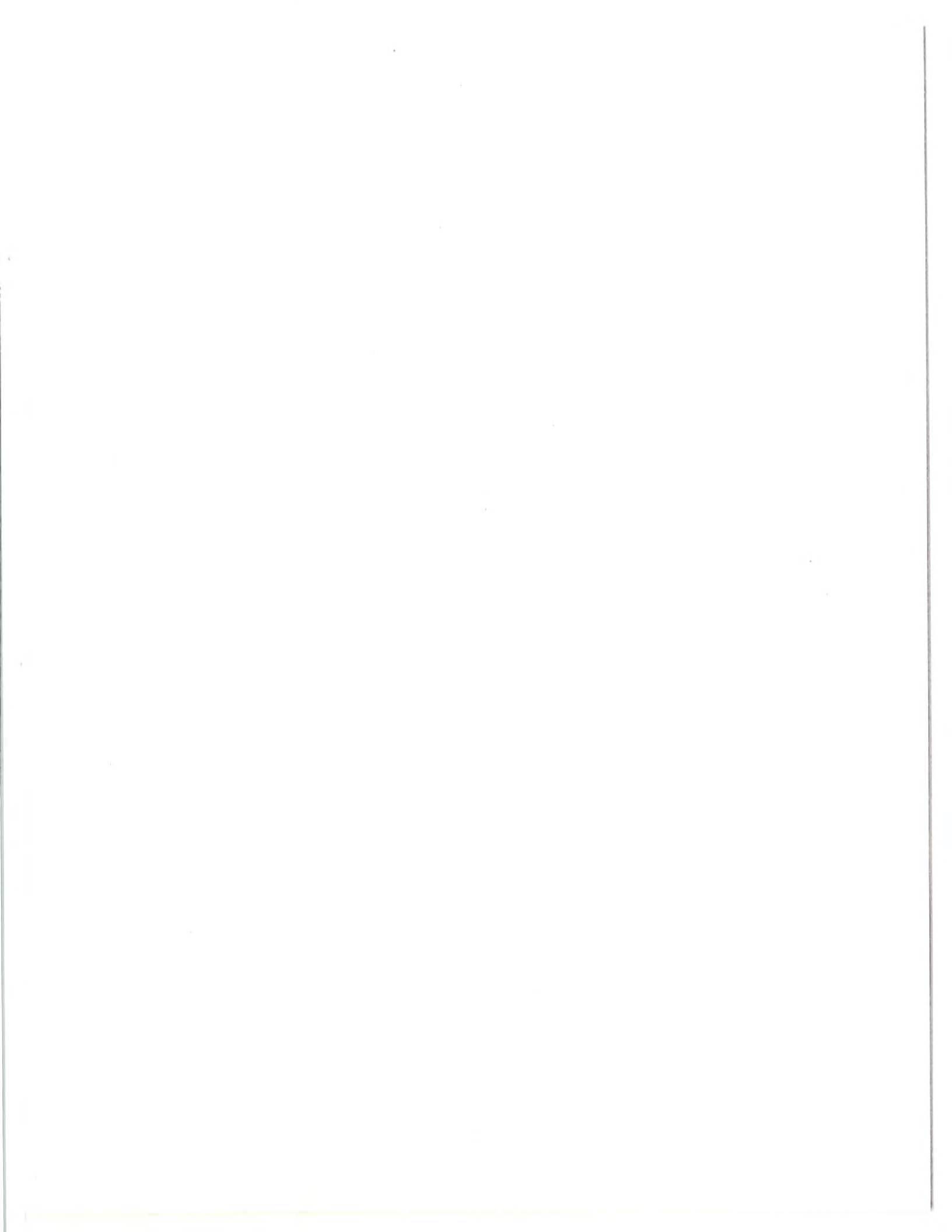
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**Instrument Number: 20250502000353 Document:WD Rec:
Record Date:5/2/2025 10:55 AM King County, WA**

Lega

Lot D, City of Black Diamond Lot Line A
20080610900012, in King County, Was

Situate in the City of Black Diamond, C



Unofficial Copy

**Instrument Number: 20250502000353 Document:WD Rec:
Record Date:5/2/2025 10:55 AM King County, WA**

Legal Descript

A 30.00-FOOT-WIDE EASEMENT FOR ING
PORTION OF THE SOUTHWEST QUARTE
WILLAMETTE MERIDIAN, KING COUNTY, V
FOLLOWS:

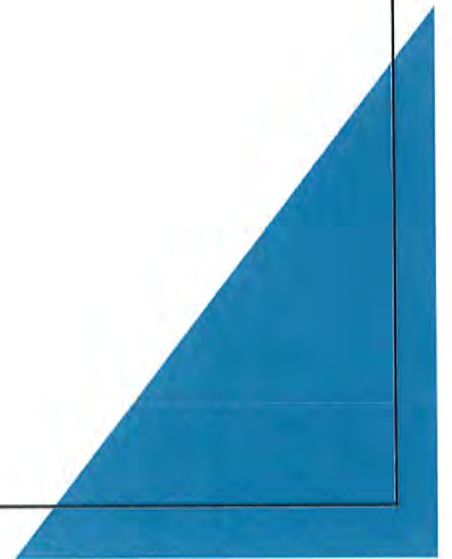
COMMENCING AT THE SOUTHWEST COR
ALONG THE SOUTH LINE THEREOF 2666.3
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THENCE ALONG THE ARC OF SAID CURVE
OF 133.58 FEET; THENCE NORTH $33^{\circ}53'04''$
DESCRIPTION.

THE SIDELINES OF SAID EASEMENT ARE

THE SIDELINES OF SAID EASEMENT ARE
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RESPECTIVELY.

Proposed First Amendment to the Amended & Restated Comprehensive School Mitigation Agreement

November 24, 2025
Enumclaw School District
Board of Directors



CSMA Historic Agreement Themes



Comparison: 2011 CSMA/A&R CSMA/Proposed First Amendment

	2011 CSMA	2021 A&R CSMA	Proposed First Amendment
Anticipated School Sites	<p>Up to:</p> <ul style="list-style-type: none"> • four small elementary school sites • two middle school sites • one high school site 	<p>Up to:</p> <ul style="list-style-type: none"> • three larger elementary school sites • one larger middle school site • one high school site • satellite service facility site 	<p>Provides for:</p> <ul style="list-style-type: none"> • three larger elementary school sites • one larger middle school site • satellite service facility site <p>ESD releases interest in high school site in exchange for Elementary School A construction funding (see below)</p>
Certainty of Conveyance	<p>One elementary and one high school site</p> <p>Potential for additional sites based on bond approval and number of units approved, all of which must occur during term of agreement</p>	<p>Two elementary schools conveyed immediately</p> <p>Third elementary school conveyed no later end of Agreement Term</p> <p>Middle school site conveyed when City approves at least 1,600 dwelling units (regardless of bond approval)</p> <p>High school site conveyed at end of agreement term</p> <p>Satellite site conveyed with first of third elementary, middle, or high school.</p>	<p>Two elementary schools previously conveyed and currently in ESD ownership</p> <p>Third elementary school site conveyed no later end of Agreement Term</p> <p>Middle school site guaranteed as long as City approves at least 1,600 dwelling units (<i>threshold currently met</i>)</p> <p>High school site released</p> <p>Satellite service facility conveyed when high school site released</p>

Comparison: 2011 CSMA/A&R CSMA/ Proposed First Amendment (cont'd)

	2011 CSMA	2021 A&R CSMA	Proposed First Amendment
Flexible Use of Sites	All sites limited to named programmatic use (elementary, middle, high school, satellite)	All sites limited to named programmatic use (elementary, middle, high school, satellite)	<p>Flexible "total site" programming and use of "Southern School Sites" in isolation or combination</p> <ul style="list-style-type: none"> Ten Trails Elementary B, Middle School Site, and Satellite Service Facility Site <p>Total 45.28 contiguous acres (21.07 within urban growth boundary; playfields permitted outside UGB)</p>
Recreational Facilities	<p>Developer may propose a "Joint Use Facility" on a school site</p> <p>City and District must agree appropriate in each party's discretion</p> <p>City and District enter into Joint Use Agreement to share use and related maintenance costs</p>	<p>Developer may propose a "Joint Use Facility" on a school site</p> <p>City and District must agree appropriate in each party's discretion</p> <p>City and District enter into Joint Use Agreement to share use and related maintenance costs</p>	<p>Developer proposal of a "Joint Use Facility" on Ten Trails Elementary School Site A</p> <p>Funds available to District to construct an all-weather baseball field and an all-weather soccer field as a part of school construction</p> <ul style="list-style-type: none"> No repayment to Developer required <p>City and District enter into Joint Use Agreement to share use and related maintenance costs</p>

Comparison: 2011 CSMA/A&R CSMA/ Proposed First Amendment (cont'd)

	2011 CSMA	2021 A&R CSMA	Proposed First Amendment
School Construction Funding	No provision beyond District's collection of SEPA Mitigation Fees and required land conveyance	No provision beyond District's collection of SEPA Mitigation Fees and required land conveyance	<p>Two components for funding construction of Ten Trails Elementary School A:</p> <ul style="list-style-type: none"> • \$40M cash from Developer to ESD upon the closing of ESD's release of interest in the high school site • Access to borrowing up to \$25M <ul style="list-style-type: none"> • Repaid exclusively from any MPD-specific Mitigation Fee revenue or, if requested by the Developer, Mitigation Fee Credits <ul style="list-style-type: none"> • No relationship to School Impact Fees • Secured by a letter of credit • Outstanding loan amount fully forgiven if Mitigation Fee revenue is insufficient to fully repay when the A&R CSMA term expires
SEPA Mitigation Fees	Locked in through term of Agreement	No change from CSMA	No Change from CSMA

Major Agreement Themes



Board Action: Resolution 1152

- Authorize execution of the First Amendment to the Amended & Restated Comprehensive School Mitigation Agreement
 - Authorizes all implementation activities, including:
 - Release of interest in the Ten Trails High School Site;
 - Future execution of the Finance Agreement; and
 - Future execution of the Joint Use Agreement.

FINANCING AGREEMENT

This Financing Agreement (the "Agreement") is dated as of the Effective Date below, and is made between Enumclaw School District, a political subdivision of the State of Washington ("Borrower"), and CCD Black Diamond Partners LLC, a Delaware limited liability company ("Lender"), on the following terms and conditions. This Agreement consists of the Basic Loan Terms described below, and the Schedules described below and attached hereto, all of which collectively constitute the Agreement.

Lender is making a loan to Borrower in the amount of up to \$25,000,000, on the terms set forth in this Agreement (the "Loan") and Lender's performance is secured by the Letter of Credit. Capitalized terms not defined in this Agreement shall have the meaning given to them in the Amended and Restated Comprehensive School Mitigation Agreement between the Borrower, the Lender, and the City of Black Diamond, dated December 3, 2021, as it may have been and be amended from time to time (the "School Mitigation Agreement"). Without limiting the foregoing, this Agreement is intended to implement provisions in that First Amendment to the School Mitigation Agreement dated _____, 2025 ("First Amendment").

BASIC LOAN TERMS

DATE: _____, 2025 (the "Effective Date")

BORROWER: Enumclaw School District
2929 McDougall Ave
Enumclaw, WA 98022

LENDER: CCD Black Diamond Partners LLC
3025 112th Ave NE, Suite 100
Bellevue, WA 98004

PRINCIPAL LOAN AMOUNT: \$25,000,000

INTEREST RATE: 6% per annum, calculated based on a 360 day year, compounded monthly. Interest shall be calculated on the outstanding principal advanced, plus any previously unpaid interest, from the date of such Loan advance until repayment of such Loan advance.

PURPOSE: To provide up to \$25,000,000 in principal advances to pay hard and soft costs of construction incurred or to be incurred by Borrower to construct the New Elementary School on the Ten Trails Elementary School Site A, located on King County, Washington tax parcel numbers 8576000820 and 8576000830, in Black Diamond, Washington (the "Project").

TERM: The Loan will mature, and be due and payable, upon the Maturity Date subject to a full discharge of any repayment of outstanding principal and interest if a balance remains outstanding at the Maturity Date after Mitigation Fees in the Mitigation Fee Account are depleted provided Borrower is not in default pursuant to the terms of Schedule 5 herein.

COLLATERAL: The Loan will be unsecured.

AMORTIZATION PERIOD: Not applicable. Payments will be made in accordance with attached Schedule 2. The outstanding principal and interest is due in full on the Maturity Date subject to a full discharge of any repayment of outstanding principal and interest if a balance remains outstanding at the Maturity Date after Mitigation Fees in the Mitigation Fee Account are depleted provided Borrower is not in default pursuant to the terms of Schedule 5 herein.

MATURITY DATE: Agreement shall remain in effect through, at a minimum, the term of the Development Agreement; provided that, the Agreement Term shall be automatically extended to coincide with the end of the vesting period for the longer of the MPD vesting periods approved for the Lawson Hills Project and Ten Trails Project (including any City-approved extensions thereto or to the development agreement for the Projects) or five (5) years after the final plat approval and recording of the last plat in either the

Lawson Hills Project or Ten Trials Project, whichever occurs last (the "Maturity Date"). Notwithstanding the foregoing, the Maturity Date shall be automatically extended for an additional period of one (1) year if the term of the School Mitigation Agreement is also extended for one more year pursuant to the terms of the last sentence of Section 30 of said agreement.

- LOAN ADVANCES: See attached Schedule 1, Loan Advances.
- REPAYMENT: See attached Schedule 2, Repayment.
- INSURANCE: See attached Schedule 3, Insurance.
- REPRESENTATIONS AND WARRANTIES: See attached Schedule 4, Representations and Warranties.
- DEFAULT AND REMEDIES: See attached Schedule 5, Default and Remedies.

MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

Amendments. With the exception of the First Amendment to the School Mitigation Agreement, this Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. In any action to enforce this Agreement, the prevailing party may seek from the other party the prevailing party's costs and expenses, including reasonable attorneys' fees and costs, incurred in connection with such enforcement action.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right.

Notices. Except for notice required or allowed by law to be given in another manner, any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by electronic mail (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Compliance with Law and Permits. Borrower shall design and construct the Project in accordance with all applicable laws, regulations, codes, requirements, permits and approvals.

Further Assurances. Borrower, from time to time, upon written request of Lender, will make, execute, acknowledge and deliver or cause to be made, executed, acknowledged and delivered, all such further and additional instruments, and take all such further action as may

reasonably be required to carry out the intent and purpose of this Agreement, according to the intent and purpose herein and therein expressed.

Successors and Assigns. All covenants and agreements contained by or on behalf of either party shall bind that party's successors and assigns and shall inure to the benefit of the other party, its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Brokers. Neither party is required to pay a broker a fee or commission in connection with the Loan, and each party agrees to defend and hold harmless the other party from any claim for a broker's or finder's fee made by a third party that are based on the alleged or actual actions of the party providing the defense.

Time Is of the Essence. Time is of the essence in the performance of this Agreement.

NOTICE RE ORAL AGREEMENTS

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

[signatures appear on following page]

BORROWER:

ENUMCLAW SCHOOL DISTRICT NO. 216, a political subdivision of the State of Washington

By: _____
Name: Dr. Shaun Carey
Its: Superintendent

LENDER:

CCD BLACK DIAMOND PARTNERS LLC, a Delaware limited liability company

By: _____
Name: Brian Ross
Its: Manager of Oakpointe LLC, Manager of CCD Black Diamond Partners LLC

SCHEDULE 1

LOAN ADVANCES

Lender's obligation to advance any funds to Borrower under the Loan shall only occur after Borrower furnishes Lender with satisfactory evidence that Borrower has spent at least \$40,000,000 on direct, third party hard and soft costs for the planning, design, permitting and construction of the Project (the "Financing Contingency"). Lender's obligation to advance funds to Borrower under the Loan shall terminate upon the earlier of (i) \$25,000,000 in principal has been advanced to Borrower, (ii) one (1) year following issuance of a certificate of occupancy by the City of Black Diamond for the New Elementary School, (iii) Borrower informs Lender in writing that it will submit no further Payment Requests under this Agreement, (iv) approval by the Borrower's board of the New Elementary School on the Ten Trails Elementary School Site A or (v) the Maturity Date. The purpose of the Loan is as set forth in the Agreement.

After the funding condition in the preceding paragraph is satisfied, and provided no default by Borrower under this Agreement has occurred and is continuing, Lender will advance funds to Borrower, no more often than once per calendar month (unless otherwise agreed by Lender) after Borrower provides Lender with one or more complete payment requests or payment applications received from Borrower's general contractor or other third party contractor, consultant or vendor, including a complete copy of all information that such general contractor or other third party is required to provide to Borrower under its agreement with Borrower concerning the Project (each a "Payment Request"). The only Borrower representatives authorized to submit Payment Requests to Lender are the Borrower's Board President, Superintendent or Director of Business or equivalent position.

Borrower shall, prior to the first requested Loan advance, provide Lender with a copy of Borrower's general contractor's detailed critical path schedule and a status report from the general contractor regarding the remaining design and construction timelines. Each Payment Request to Lender shall be limited to requesting payment (a) for costs previously incurred by Borrower, or (b) for those costs billed to Borrower and payable within the next ninety (90) days or less; provided that, in no case shall Borrower be expected to front-fund Project costs after meeting the Financing Contingency but it shall be Borrower's obligation to ensure that Payment Requests are timely submitted to Lender. Until a total of \$25,000,000 in principal has been advanced and provided (i) the Financing Contingency has been satisfied and (ii) Borrower is not in default pursuant to the terms of Schedule 5 herein, Lender shall advance Loan proceeds to fund a Payment Request within ten (10) business days after Lender's receipt of such Payment Request.

Lender's advances under the Loan may only be used by Borrower for the limited, express purposed described in this Schedule 1, and for no other purpose.

No later than ten (10) days prior to the date of Amendment Closing, Lender shall obtain and deliver to Borrower the Letter of Credit in a principal amount of not less than \$25,000,000 to securitize Lender's funding of Borrower's Payment Requests subject to the terms of this Agreement. The Letter of Credit shall also identify Borrower as a beneficiary and identify the terms under which Borrower may seek the funds under the Letter of Credit. Lender shall be solely responsible for all amounts required to obtain the Letter of Credit and all amounts owing on the Letter of Credit, including all principal and interest, fees, costs, claims and penalties. Borrower shall not be a party to the Letter of Credit and shall have no obligations with respect to the Letter of Credit. Lender shall maintain the Letter of Credit until the earlier of (i) \$25,000,000 in principal has been advanced to Borrower and Lender's payment of \$3,000,000 to Borrower for the Joint Recreational Facilities as set forth in the First Amendment, (ii) one (1) year following issuance of a certificate of occupancy by the City of Black Diamond for the New Elementary School, (iii) Borrower informs Lender in writing that it will submit no further Payment Requests under this Agreement, (iv) approval by the Borrower's board of the New Elementary School on the Ten Trails Elementary School Site A or (v) the Maturity Date.

Upon the date of each loan advance made under this Agreement, Lender and Borrower shall work cooperatively to reduce the amount of the Letter of Credit by a corresponding amount. The parties acknowledge that the Letter of Credit is intended as a guarantee of payment, not as a primary source of payment.

SCHEDULE 2

REPAYMENT

The exclusive source of Borrower's repayment obligations under the Loan, including principal and interest, will be Mitigation Fees paid to the City of Black Diamond or held by Borrower in the Mitigation Fee Account or, if requested by Lender, the issuance of Mitigation Fee Credits, commencing with such Mitigation Fees in the Mitigation Fee Account as existing on or after the date of the first advance by Lender under the Loan, and continuing until the earlier of the date (i) on which the Loan is fully repaid, or (ii) the Maturity Date (with such Mitigation Fees defined as "Eligible Mitigation Fees"). Notwithstanding the foregoing, in no event shall Borrower be obligated to repay the Loan with Mitigation Fees not transferred to the Mitigation Fee Account by the City of Black Diamond provided Borrower uses its best commercial efforts to pursue and account for any and all such fees.

Loan payments will be made by the Borrower to the Lender on the tenth day of each calendar month following any calendar month in which Borrower received Eligible Mitigation Fees (each, a "Payment Date"); provided that, Lender agrees no payment is due in a given calendar month if Borrower did not receive Eligible Mitigation Fees during the preceding calendar month. If the Eligible Mitigation Fees paid to or received by Borrower by the last calendar day of any month exceed the amount of accrued and unpaid interest due on the next Payment Date, then Eligible Mitigation Fees shall be applied first to accrued and unpaid interest and then to the outstanding principal. Notwithstanding the foregoing, all principal and interest outstanding under the Loan as of the Maturity Date shall be due and payable on the Maturity Date, subject to the terms of Schedule 5 hereto; provided however, that in the event the Loan is not repaid in full on the Maturity Date and Eligible Mitigation Fees in the Mitigation Fee Account are insufficient to repay the Loan in full, Borrower shall have no further obligations related to the Loan and all principal and interest due on the Loan shall be discharged and no longer owing provided Borrower is not in default pursuant to the terms of Schedule 5 herein.

The example below (the "Loan Repayment Example") illustrates the operation, using hypothetical Loan draws and repayment, of the required interest calculation as set forth herein:

Loan Repayment Example

Month	Interest Calculated	Advance	Payment	Outstanding Balance
1	\$ -	\$ 2,000,000.00	\$ 500,000.00	\$ 1,500,000.00
2	\$ 7,500.00	\$ -	\$ 500,000.00	\$ 1,007,500.00
3	\$ 5,037.50	\$ 3,000,000.00	\$ 500,000.00	\$ 3,512,537.50
4	\$ 17,562.69	\$ -	\$ 500,000.00	\$ 3,030,100.19

The following explains the operation of the Loan Repayment Example:

- *In month one, Borrower borrows \$2,000,000, makes a payment of \$500,000, and has an outstanding balance of \$1,500,000 at month's end*
- *On the first day of month two, interest is calculated on the outstanding balance of month one ($\$1,500,000 \times .005 = \$7,500$)*
- *In month two, Borrower makes a \$500,000 payment, and has an outstanding balance of \$1,007,500 at month's end*
- *On the first day of month three, interest is calculated on the outstanding balance of month two ($\$1,007,500 \times .005 = \$5,037.50$)*
- *In month three, Borrower borrows \$3,000,000, makes a payment of \$500,000, and has an outstanding balance of \$3,512,537.50 at month's end*
- *On the first day of month four, interest is calculated on the outstanding balance of month three ($\$3,512,537.50 \times .005 = \$17,562.69$)*
- *In month four, Borrower makes a \$500,000 payment, and has an outstanding balance of \$3,030,100.19 at month's end*

[End of Loan Repayment Example and narrative.]

At Lender's sole election, Lender may receive some or all of the Eligible Mitigation Fees payable by Lender under the School Mitigation Agreement in the form of Mitigation Fee Credits, rather than cash, on a dollar for dollar basis (with such Mitigation Fee Credits also considered "Eligible Mitigation Fees"); provided such requested Mitigated Fee Credits shall not exceed the outstanding Loan amount. These Mitigation Fee Credits will be evidenced by Mitigation Fee Credit Certificates (each, a "Certificate") issued by Borrower to Lender and shall be considered as repayment of principal and interest due on the Loan in the same manner as Borrower's payment of Mitigation Fees.

All Loan repayments shall be made by Borrower to Lender at the Lender address specified above, or at such other office as may be designated by Lender, without offsets for any amounts claimed by Borrower to be due from Lender. As set forth herein, Borrower may fully repay without penalty all or a portion of any Loan advance prior to the Maturity Date by repaying the Loan with Mitigation Fees in the Mitigation Fee Account or, as requested by the Lender, the issuance of Mitigation Fee Credits.

On each Payment Date (even if the payment amount is zero), Borrower will provide a report in the form of Exhibit V to the School Mitigation Agreement, reporting the Eligible Mitigation Fees or Mitigation Fee Credits received by Borrower, and those paid to Lender, both for the preceding calendar month, and during the entire term of the Loan to date. Notwithstanding the foregoing, and with the exception of Lender requested Mitigation Fee Credits, any monthly payment is limited to the amount of Eligible Mitigation Fees paid to or received by Borrower and/or in the Mitigation Fee Account as of the Payment Date.

SCHEDULE 3

INSURANCE

Prior to the first Loan draw, Borrower shall provide Lender with copies of all insurance policies applicable to the Project pursuant to Borrower's contract with the general contractor or equivalent, including at a minimum:

- Liability Insurance (including property and general liability); and
- Builders Risk Insurance equal to the total value of the project.

District shall use reasonable commercial efforts to ensure, at no cost to the Borrower, that such insurance policies name Lender, its employees, its related entities, and its agents as additional insureds as respects to any and all operations performed by or on behalf of general contractor or equivalent. If Borrower's general contractor imposes any costs or fees associated with naming Lender as an additional insured, such cost shall be presented to Lender, and Lender may, in its sole discretion, (i) elect to pay for such cost in addition to the Principal Loan Amount or (ii) forego the additional insured endorsement.

SCHEDULE 4

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to Lender as follows, as of the date of the Agreement, and as of the date of every Loan advance made by Lender to Borrower under the Agreement:

Due Authorization. Borrower's execution, delivery and performance of this Agreement has been duly authorized, and are not in contravention of any law applicable to Borrower. The person(s) executing this Agreement on behalf of Borrower has all necessary authority to bind Borrower to its obligations in the Agreement.

No Defaults. Borrower is not in default under or with respect to this Agreement, and no event has occurred and is continuing which with notice or the passage of time or either would constitute a default by Borrower hereunder.

Non-contravention. The execution, delivery and performance of this Agreement by Borrower will not result in any breach of, or constitute a default under any laws relating to Borrower or the Project.

Permits. All permits required for the construction of the Project have been or will be obtained as needed for a particular stage of construction prior to such stage of construction and/or installation, and prior to the disbursement of any Loan proceeds for such construction and/or installation. Borrower possesses or will possess, based on the stage of construction, all licenses, approvals, and permits that are necessary to own the Ten Trails Elementary School Site A and construct the Project.

The Lender represents and warrants to Borrower as follows, as of the date of the Agreement, and as of the date of every Loan advance made by Lender to Borrower under the Agreement:

Due Authorization. Lender's execution, delivery and performance of this Agreement and of any credit agreement required for the Letter of Credit has been duly authorized, and are not in contravention of any law applicable to Lender. The person(s) executing this Agreement on behalf of Lender has all necessary authority to bind Lender to its obligations in the Agreement.

SCHEDULE 5

DEFAULT AND REMEDIES

Each of the following shall constitute a default by Borrower under this Agreement:

A. Borrower fails to make a Loan payment or apply Mitigation Fee Credits as required by the terms of this Agreement within ten (10) days after written notice from Lender that such payment or application is past due.

B. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement within thirty (30) days after written notice from Lender of such default.

C. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

D. The dissolution (regardless of whether election to continue is made) of Borrower, any other termination of Borrower's existence, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

If Borrower is in default under this Agreement, any obligation of Lender to make any further Loan advances to Borrower shall cease unless and until such default is fully cured, and Borrower has reimbursed Lender for any loss or damage that Lender suffers due to the Borrower default. An election by Lender to pursue, or not to pursue, any remedy shall not exclude pursuit of any other or future remedy permitted by this Agreement.

During the continuation of any default by Borrower under this Agreement, following any applicable notice periods set forth herein, the interest rate on the Loan shall increase from 6% per annum to 12% per annum.

Lender's recourse for Borrower's repayment of the Loan will be limited to Borrower's payment to Lender of the Eligible Mitigation Fees.

Each of the following shall constitute a default by Lender under this Agreement:

A. Lender fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement within thirty (30) days after written notice from Borrower of such default.

B. Lender fails to obtain and maintain the Letter of Credit per the terms of this Agreement.

C. Any warranty, representation or statement made or furnished to Borrower by Lender under this Agreement is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

D. The dissolution (regardless of whether election to continue is made) of Lender, any other termination of Lender's existence, the insolvency of Lender, the appointment of a receiver for any part of Lender's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Lender.

If Lender is in default under this Agreement, Borrower's obligation to make Loan repayments to Lender under this Agreement shall cease unless and until such default is fully cured, and Lender has reimbursed Borrower for any loss or damage that Borrower suffers due to the Lender default. Borrower shall also have the right to demand funds pursuant to the Letter of Credit until such time as Lender has fully cured any default. An election by Borrower to pursue, or not to pursue, any remedy shall not exclude pursuit of any other or future remedy permitted by this Agreement.

Notwithstanding anything herein to the contrary, Lender and Borrower hereby unconditionally and irrevocably waive and release any right, power or privilege that either may have to claim or receive from the other party any punitive or exemplary damages or any incidental, indirect or consequential damages with respect to any breach of its obligations under this Agreement.

**OAKPOINTE SUPPLEMENTAL
COMMENT**



April 10, 2026

Mark Scheibmeir
City of Black Diamond Hearing Examiner
299 NW Center Street, Suite B
Chehalis, WA 98532

RE: Complete Engineering Plan Set for Pipeline Road Remand Hearing Record (PLN25-0006)

Dear Examiner Scheibmeir:

During oral argument at the April 6, 2026 Remand Hearing for Major Amendment to the Ten Trails Development Agreement (City File Number PLN25-0006), the Applicant, CCD Black Diamond Partners LLC ("Oakpointe"), referenced a 2023 complete engineering plan set, as determined by a letter from Andy Williamson on August 14, 2023 (included as Exhibit A to Exhibit 14 in the original hearing record). In consultation with City of Black Diamond staff, Oakpointe would like to clarify a potential area of misunderstanding. Oakpointe acknowledges that additional review work needs to be done before a permit can be issued for this project, including review and approval by Tacoma Water, and looks forward to continuing to work with the City of Black Diamond and Tacoma Water to be fully permit ready.

Please let me know if you have any questions or need any additional information.

Sincerely,

Justin Wortman
Senior Project Manager
Oakpointe

3025 112th Ave NE SUITE 100
BELLEVUE, WA 98004

WWW.OAKPOINTE.COM

CITY SUPPLEMENTAL

34. What are the City's and Oakpointe's legal interpretation of the Development Agreement regarding the Pipeline Road construction trigger? Specifically:

- a. If the 1,746-dwelling-unit threshold were reached and Pipeline Road had not been constructed, what categories of permits would the City be required to pause?

All permits for development within the MPDs that would generate additional PM peak hour trips, which would include all building permits for new commercial, school, and residential construction.

- b. Would this interpretation apply to all implementing permits within the MPD- including residential building permits, commercial construction permits, school construction permits, subdivision approvals, and site development permits- or only to residential dwelling-unit permits?

It would apply to all new construction that would generate new PM peak hour trips, including school, commercial, and residential. It would not necessarily preclude preliminary plats, short plats, final plats, binding site plans, or site plan reviews, as none of those approvals entitle the property owner to construct new dwelling units or commercial structures that would generate new trips. For example, the Hearing Examiner concluded in his Findings and Decision on the preliminary plat application for Phase 1B, Plat A (Mountain View) that he could approve the preliminary plat even though Pipeline Road hadn't been dedicated prior to the dwelling unit threshold, but noted that additional building permits may be precluded. See pages 13-14 of the Findings and Decision for Phase 1B, Plat A, dated July 10, 2023. Notably, this preliminary plat proposed both commercial and residential development. The Examiner did not suggest that commercial building permits could be treated differently than residential building permits.

- c. Which specific provisions of the Development Agreement, municipal code, or other governing documents support this interpretation?

The key section of the vested municipal code that pertains to MPD Development Agreements, BDMC 18.98.090, states as follows:

The MPD conditions of approval shall be incorporated into a development agreement as authorized by RCW 36.70B.170. This

agreement shall be binding on all MPD property owners and their successors, and shall require that they develop the subject property only in accordance with the terms of the MPD approval...

As this code provision makes clear, “**all**” MPD property owners and their successors must develop “in accordance with” the MPD conditions of approval and Development Agreement. This code section also expressly states that the DA conditions of approval must be in place prior to “any subsequent implementing permits or approvals”:

. . . This agreement shall be signed by the mayor and all property owners and lien holders within the MPD boundaries, and recorded, before the city may approve any subsequent implementing permits or approvals (preliminary plat, design review, building permit, etc.).

No distinction is made between residential, commercial, public (school) or other types of permits. The Enumclaw School District and commercial property developers are successors to Oakpointe, and thus must ensure that all applicable MPD permit conditions and mitigation requirements from the DA have been met in order to obtain implementing permits or approvals.

As a condition for mitigation of traffic impacts, the Villages MPD Development Agreement Section 6.4.3 currently requires that Pipeline Road be constructed by the earlier of 1,746 dwelling units or when traffic conditions on Roberts Drive are degraded below the City’s adopted LOS standards. Combining BDMC 18.98.090 and DA Section 6.4.3, no implementing permits or approvals within the MPD boundaries may be issued if Pipeline Road has not been completed by the 1,746th dwelling unit.

The City has consistently maintained this legal standard throughout buildout of the MPDs. For example, starting with the first final plat approved within Ten Trails, PP1A Division 1, the City required that the following statement be recorded on the face of the final plat, in ALL CAPS, under the heading CITY OF BLACK DIAMOND CONDITIONS:

APPROVED MPD STATEMENT (Exhibit 3):

“THIS PLAT IS PART OF AN APPROVED MASTER PLANNED DEVELOPMENT (MPD). ALL DEVELOPMENT AND CONSTRUCTION WITHIN THIS PLAT MUST BE CONSISTENT WITH THE APPLICABLE

REQUIREMENTS OF THE MPD DEVELOPMENT AGREEMENT, MPD DESIGN STANDARDS, AND MITIGATION REQUIREMENTS.”

Notably, PP1A Division 1 includes the proposed elementary school site and many commercial sites. Because this Approved MPD Statement is recorded on the final plat, any school or commercial developer wishing to develop within PP1A Division 1 is deemed to have notice that compliance with DA conditions of approval and MPD mitigation measures is a requirement for development of their property.

Similarly, the final plat of Phase 1B, Plat A (Mountain View) Division 1-3 & 7-9, which lies to the north of Roberts Drive, includes multiple notices on the face of the final plat stating that all DA mitigation requirements, including Pipeline Road construction, apply to development of sites within the plat:

Sheet 3 of 10: City of Black Diamond Conditions

APPROVED MPD STATEMENT:

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

Sheet 4: Conditions for Final Plat

2. Preliminary Plat Phase 1B Plat A Condition #7:
INFRASTRUCTURE IMPROVEMENTS SHALL BE CONSTRUCTED AS REQUIRED BY THE VILLAGES DEVELOPMENT AGREEMENT SECTION 11: PROJECT PHASING, APPLICABLE IMPLEMENTING PROJECT CONDITIONS OF APPROVAL, AND APPLICABLE SEPA MITIGATION MEASURES.

Sheet 10 of 10

INFRASTRUCTURE IMPROVEMENT TIMING (Exhibit 4)
(INFRASTRUCTURE IMPROVEMENTS SHALL BE CONSTRUCTED AS REQUIRED BY THE VILLAGES DEVELOPMENT AGREEMENT SECTION 11: PROJECT PHASING, INCLUDING – BUT NOT LIMITED TO – THE FOLLOWING ITEMS) (Table)

PIPELINE ROAD ... CONSTRUCTION MUST OCCUR AND THE ROAD OPEN TO TRAFFIC PRIOR TO BUILDING PERMIT FOR 1,746TH DWELLING UNIT (UNLESS REQUIRED EARLIER BY INCREASED DELAY OR LOS IMPACT).

Attached to these responses is a copy of the Infrastructure Improvement Timing table attached to the Phase 1B Plat A (Mountain View) Divisions 1-3 & 7-9 final plat.

A similar table has been included with all final plats approved by the City Council since the approval of the very first final plat in Ten Trails PP1A.

Finally, The Villages MPD Development Agreement itself provides as follows in Recital H (emphasis added):

Moreover, entering into this Agreement provides assurance to the Master Developer and its successors and assigns that: (i) ***any and all Implementing Projects necessary to build out The Villages MPD will be processed under the terms and conditions of The Villages MPD Permit Approval and this Agreement;*** (ii) ***that all Implementing Projects will be*** vested to and ***processed in accordance with the standards described in this Agreement;*** . . . and (iv) that ***mitigation measures for the Implementing Projects, including . . . improvements to the built environment necessary to appropriately mitigate probable, significant adverse impacts and accommodate the build out of The Villages MPD, are fully described in this Agreement***

“Implementing Projects” is defined in Section 14 of the Development Agreement as follows:

A development project subsequent to the execution of this Agreement, which implements or is otherwise consistent with this Agreement and the MPD Permit Approval, including but not limited to Construction Permits and Land Use Permits.

Reading Recital H and the definition of Implementing Project together makes it clear that the parties agreed and understood that the terms and conditions of the Development Agreement, including all mitigations required to accommodate the build out of the MPD, would apply to all “development project[s] subsequent to the execution of this Agreement” that implement or are consistent with the Development Agreement, including but not limited to Construction Permits and Land Use Permits. There is no carve-out in the definition of Implementing Projects for schools or commercial development that would allow the City to approve school or commercial development projects without all necessary mitigations in place at the times required in the Development Agreement, including the requirement that Pipeline Road be constructed and open to traffic by the identified dwelling unit trigger point.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Approve the 2026-2027 External Support Grant through King County for the KJ Gardner Skatepark Shade Structure.	Agenda Date: May 5, 2026 AB26-049	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev –	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
	Police – Chief Kiblinger	
	Public Works – Scott Hanis	X
Cost Impact (see also Fiscal Note): \$100,000	Court – Judge Swain/Tawnya Parks	
Fund Source: Grant		
Timeline: 2026-2027		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution, Grant Agreement		
SUMMARY STATEMENT: King County has Awarded the City with \$100,000 in funding through the 2026-2027 External Support Grant Program for the construction of a shade structure at KJ Gardner Skatepark. The new skatepark has brought many visitors of all ages. This shade structure will provide a place to get out of the elements and take a break while enjoying the park. This funding will support the design and construction of the structure. This grant term ends on 12/31/2027.		
FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 26-1742 authorizing the Mayor to execute a grant agreement with King County of \$100,000 for the KJ Gardner Skatepark Shade Structure.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
May 5, 2026		

RESOLUTION NO. 26-1742

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
EXECUTING A GRANT AGREEMENT WITH KING COUNTY
FOR THE KJ GARDNER SKATEPARK SHADE
STRUCTURE**

WHEREAS, the KJ Gardner Skatepark was completed in 2025; and

WHEREAS, the City was awarded \$100,000 from King County's External Support Grant Program for the KJ Gardner Skatepark Shade Structure; and

WHEREAS, the shade structure will provide a place for visitors to relax out of the sun or rain;

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

Section 1. The City Council hereby accepts King County's grant funding in the amount of \$100,000 to fund the KJ Gardner Skatepark Shade Structure;

Section 2. The Mayor is hereby authorized to execute the grant agreement with King County, a copy of which is attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF MAY, 2026.

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk



2026-2027 EXTERNAL SUPPORT GRANT PROGRAM
CAPITAL PROJECT GRANT AGREEMENT

Department/Division: Executive Budget Office – Grants Section

Grant Recipient: City of Black Diamond

Project: KJ Gardner Skatepark Shade Structure

Award Amount: \$100,000 Contract #: 6498918

Term Period: Effective Date To 12/31/2027

THIS AGREEMENT is a grant agreement (the “Agreement”) entered into between the City of Black Diamond (the “Grant Recipient”) and King County (the “County”) (collectively the “Parties”) for an External Support Program capital projects grant (the “Grant Award”).

RECITALS

- A. The 2026-2027 King County Biennial Budget appropriates funds to the External Support Appropriation Unit for investments to be allocated to capital projects with a public purpose in King County.
- B. King County, a home rule charter county and political subdivision of the State of Washington, is authorized to administer the External Support capital projects and enter into agreements for the use of grant funds for community projects to be built, replaced, or remodeled, such as buildings, sidewalks, landscaping improvements, community gardens, signs, technology infrastructure, and play structures.
- C. The Scope of Work attached as Exhibit B has been developed in consultation with the Grant Recipient and, as detailed in the Scope of Work, the Project serves a fundamental governmental purpose, is a County purpose for which the County is receiving consideration or is a County purpose in support of communities.

NOW THEREFORE, in consideration of the promises, covenants, and other provisions set forth in this Agreement, the Parties agree as follows:

GRANT AWARD TERMS AND CONDITIONS

1. **DEFINITIONS**

1.1 **Project.**

The term “Project” means the design Facility described in **Exhibit A**. Funds provided pursuant to the Grant Award available pursuant to this Agreement (“Grant Award Funds”) may only be used for the Project. To complete the Project, Grant Recipient shall use the Grant Award Funds to design develop, and construct the Facility, consistent with the requirements set forth in this Agreement and in the following attached exhibits, which are incorporated herein by reference:

<input type="checkbox"/>	Map of Facility and Location	Attached as Exhibit A
<input type="checkbox"/>	Scope of Work	Attached as Exhibit B
<input type="checkbox"/>	Project Budget	Attached as Exhibit C
<input type="checkbox"/>	Timeline, Milestones, & Performance Metrics	Attached as Exhibit D
<input type="checkbox"/>	Insurance Requirements	Attached as Exhibit E
<input type="checkbox"/>	Tax Covenants	Attached as Exhibit F
<input type="checkbox"/>	Prevailing Wage Certification	Attached as Exhibit G

1.2 **Map of Facility and Location.** This Agreement applies to the Project to improve the facility (“Facility”) which is located at:

25314 Baker Street, Black Diamond, WA 98010

See **Exhibit A** for a depiction of the Facility and a map of specific Facility location and boundaries.

1.3 **Scope of Work.** Grant Recipient shall provide a scope of work (“Scope of Work”), attached hereto as **Exhibit B**, which describes the Project purpose and community benefits in detail and includes a description of the various design, development, permitting, and construction milestones required for completion of the Project and intended use of the Grant Award Funds. Grant Recipient shall apply the funds received from the County for the Project under this Agreement in accordance with the Scope of Work attached hereto as **Exhibit B**.

1.4 **Project Budget.** Grant Recipient shall work with King County to develop a Project Budget, attached hereto as **Exhibit C**. King County shall provide the Grant Award Funds to the Grant Recipient to pay for costs and expenditures related to the Project, as set forth in **Exhibits B, C, D** and **G**. Grant Award Funds provided to Grant Recipient may only be used to pay for costs and expenditures related to the Project, as set forth in **Exhibits B, C, D** and **G**. The grant is funded with the

proceeds of County bonds issued on a tax-exempt basis and is subject to the tax covenants set forth in **Exhibit F**.

1.5 **Contractor.** Contractor shall include any contractor or consultant hired by Grant Recipient, including any of the contractor’s or consultant’s subcontractors or subconsultants.

2. **EFFECTIVE DATE**

The Agreement shall be effective upon signature by both Parties (“Effective Date”).

3. **TERM**

The term (“Term”) of this Agreement shall begin on the Effective Date and end on **12/31/2027**. This Agreement shall remain in effect until such time as it is amended in writing or terminated as provided herein.

4. **AMENDMENTS**

This Agreement together with the attached exhibits is the whole Agreement between the Parties. This Agreement may be amended only in writing, duly executed by the Parties. Either party may request changes to this Agreement.

5. **NOTICES**

Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses below via electronic mail.

KING COUNTY	City of Black Diamond
Aaron Rubardt Chief Budget Officer King County 401 5th Ave Seattle, WA 98104 (206) 263-9715 Aaron.rubardt@kingcounty.gov	John Adler Mayor City of Black Diamond 25510 Lawson St Black Diamond, WA 98010 (360) 851-4503 jadler@blackdiamondwa.gov

Either Party may, at any time, by giving ten (10) days written notice to the other Party to designate any other notice address.

6. **DISBURSEMENT OF GRANT FUNDS**

6.1 The County may authorize, at the County’s sole discretion, release of a portion of the Grant Award Funds to Grant Recipient, upon execution of this Agreement, and receipt of Grant Recipient’s County-approved completed Scope of Work and Project Budget (see Section 1 and **Exhibits B and C**).

6.2 The County shall initiate authorization for payment and disbursement of Grant Award Funds after approval of sufficiently detailed Project-related invoices submitted by Grant Recipient. The County shall make payment to Grant Recipient not more than thirty (30) days after a complete and accurate invoice and

any other required documentation is received and approved.

- 6.3 Grant Recipient shall submit the final invoice, supporting documentation and any outstanding deliverables, as specified in the Scope of Work (**Exhibit B**) and Project Budget (**Exhibit C**), within thirty (30) days of the date this Agreement expires or is terminated. If the Grant Recipient's final invoice, supporting documentation and reports are not submitted by that day, the County will be relieved of all liability for payment to Grant Recipient of that invoice or any subsequent invoice.

7. GRANT REPORTING

All Grant Award Funds received pursuant to this Agreement must be accounted for separately from all other Grant Recipient accounts and moneys. Until the Project is completed, and all proceeds provided pursuant to this Agreement have been expended, the Grant Recipient shall provide reports to the King County Project Manager on a schedule determined by the County.

8. COMPLETION OF THE PROJECT

Grant Recipient shall complete the Project described in Section 1.1 and **Exhibits A, B and C** of this Agreement. If Grant Recipient cannot complete the Project as described, the County shall be released from any obligation to fund the Project, and the County in its sole discretion may reallocate such funds for other projects, including in other jurisdictions.

Pursuant to Section 19, Termination, this Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds for the Project as provided in this Agreement. The Grant Recipient may not redirect Grant Award Funds for a purpose other than completion of the Project as described in the Scope of Work in at **Exhibit B**.

9. COMMUNICATION AND KING COUNTY MILESTONE NOTIFICATION

Grant Recipient shall recognize County as a "grant sponsor" for the Project in the following manner:

- 9.1 Events: Grant Recipient shall invite and recognize King County at all events promoting the Project, and at the final Project dedication.
- 9.2 Community Relations: Grant Recipient shall recognize King County in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project.
- 9.3 King County Notification: Grant Recipient shall notify the King County Project Grant Manager 30 days prior to any major milestone, such as a groundbreaking or opening dates.
- 9.4 King County Council Notification: If Grant Recipient is a school district or other governmental entity notification to the King County Council 30 days prior to any major milestone, such as a groundbreaking or opening dates is, required.
- 9.5 Signage: Grant Recipient shall recognize King County on any signage as a

funder/contributor of project/facility. Grant Recipient is required to use appropriate King County logo on any signage and communications.

DISPOSITION OF REMAINING GRANT AWARD FUNDS

Any Grant Award proceeds in excess of those required to be provided by the County for the actual costs of the Project shall remain with the County for use in its sole discretion consistent with the requirements applicable to the bonds that funded the Grant Award.

10. PUBLIC ACCESS

The Grant Award is provided to Grant Recipient for the Project for the purpose of installing a durable, level, covered shade structure at KJ Gardner Skatepark to improve functionality, safety and community access for the residents of King County. The Facility shall be open and accessible to the public at reasonable hours and times.

Grant Recipient shall notify the public of the availability of use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information. Fees for use of the Facility shall be no greater than those generally charged by public operators of similar facilities in King County.

Notwithstanding temporary closure for required maintenance or repairs, the minimum period of time Grant Recipient must ensure the Project is available for public use is for twelve (12) years from Facility completion. If the Facility is retired or otherwise removed from use before the end of the 12-year period, the County may require the Grant Recipient to reimburse King County for the Grant Award Funds plus interest from the date of the Grant Award calculated based on the County's cost of funds. **Grant Recipient's duties under this Section 11 will survive the expiration or earlier termination of this Agreement.**

11. COVENANTS

11.1 Tax Covenants. Grant Recipient shall comply with the tax covenants set forth in **Exhibit F.**

12. CONSTRUCTION OF THE FACILITY

12.1 Capital Improvements.

Grant Recipient shall design mutually agreed upon Facility, features, and amenities in accordance with all applicable design(s), timelines, restrictions, environmental considerations, permitting determinations, neighborhood impact mitigations, and all other requirements in coordination with King County staff. All contracted work by Grant Recipient, its agents, representatives, or subcontractors, shall be bonded and properly insured to ensure the complete and safe design and construction of all facilities, features, and amenities. As between Grant Recipient and King County, Grant Recipient will be solely responsible to comply with all applicable authorities and to obtain all necessary permits, approvals, and endorsements for the Project.

12.2 Warranties.

With respect to all warranties, express or implied, for work performed or

materials supplied in connection with the Project, Grant Recipient shall:

- Obtain all warranties, express or implied, that would be given in normal commercial practice from suppliers, manufacturers, contractors or installers;
- Require all warranties be executed, in writing;
- Be responsible to enforce any warranty of a contractor, subcontractor, manufacturer, or supplier.

If, within an applicable warranty period, any part of the Facility or work performed to construct the Facility is found not to conform to specifications, permit requirements, or industry standard, Grant Recipient shall correct it promptly.

12.3 Right to Inspect-Construction.

King County personnel or agents may inspect the Project work at any time provided that such persons observe due regard for workplace safety and security. King County may require Grant Recipient or its contractors to stop work if King County deems work stoppage necessary to remedy construction defects or to address risks to health, safety, or welfare. Grant Recipient specifically understands, acknowledges, and agrees that at a minimum, King County will inspect the Facility construction project before final completion of the Facility.

12.4 Design.

Grant Recipient has retained a licensed architect and/or licensed professional engineer, registered in the State of Washington, who will prepare a Project design for the Facility and exterior landscaping, which visually blends with the setting. King County shall review the design plans for the Facility in concept and reserves the right to approve the final design of the Facility, consistent with established zoning, design code, or both.

12.5 Alteration of Site or Facility after Construction.

After the Facility is completed and accepted by Grant Recipient and King County as defined herein, Grant Recipient will not make any material alteration to the Facility without express, written consent by King County.

12.6 Development and Construction Fees and Expenses.

Grant Recipient will be responsible to obtain and pay for all necessary permits, fees, and expenses associated with the Project.

12.7 Public Works Laws.

The Grant Recipient certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by the Grant Award, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grant Recipient shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for King County Department of Local Services' review upon request Grant Recipient will comply

with all other applicable public works laws, regulations, and ordinances, including but not limited to those related to retainage (see RCW 60.28), bonding (see RCW 39.08), use of licensed contractors (see RCW 39.06), and competitive bidding (see RCW 36.32 and RCW 35.21.278). Grant Recipient will indemnify and defend King County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws, regulations, and ordinances in connection with the improvements.

12.8 Contractor Indemnification and Hold Harmless.

Grant Recipient will require its Contractor(s), including construction contractors, and subcontractors to defend, indemnify, and hold King County, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney's fees and costs, arising out of or in connection with the design, development, and construction of the Facility (hereinafter "Design and Construction Phase"), except for injuries and damages caused by the negligence of King County.

12.9 Minimum Scope and Limits of Insurance.

Grant Recipient shall maintain, and/or require its Contractor(s) to maintain the minimum scope and limits of insurance as required in **Exhibit E – Insurance Requirements**.

13. INTERNAL CONTROL AND ACCOUNTING SYSTEM

Grant Recipient shall establish and maintain a system of accounting and internal controls sufficient to comply, and demonstrate compliance, with all financial, reporting, record keeping and other requirements under this Agreement.

14. MAINTENANCE OF RECORDS

15.1 Grant Recipient shall maintain accounts and records, including personnel, property, financial, Project records, and Agreement deliverables, to ensure proper accounting for all Grant Award Funds and compliance with this Agreement

15.2 These records shall be maintained for the later of (a) six (6) years after the expiration or earlier termination of this Agreement and (b) three (3) years after the final maturity of the bonds that funded the Grant Award. Unless otherwise notified by King County Grant Manager, Grant Recipient may assume that the final maturity of the bonds that funded the Grant Award is twelve (12) years after the date of the final payment of Grant Award Funds under this Agreement.

16. RIGHT TO INSPECT

King County reserves the right to review and approve the performance of Grant Recipient with regard to this Agreement, and, at its sole discretion, to inspect or audit the Grant Recipient's records regarding this Agreement and the Project upon seventy-two (72) hours' notice during normal business hours.

17. COMPLIANCE WITH ALL LAWS AND REGULATIONS

Grant Recipient shall comply with all applicable laws, ordinances and regulations in

using funds provided by the County and in completing the Project and providing programming at the Project, including, without limitation, those relating to providing programming on a nondiscriminatory basis, providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA); and those related to “public works,” payment of prevailing wages, and competitive bidding of contracts. The Grant Recipient specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County; and further agrees that King County, does not waive this Section by giving notice of demand for compliance in any instance. The Grant Recipient shall indemnify and defend the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Agreement.

18. CORRECTIVE ACTION

- 18.1 If the County determines that a breach of contract has occurred or does not approve of the Grant Recipient’s performance, it will give the Grant Recipient written notification of unacceptable performance. Grant Recipient will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to Grant Recipient.
- 18.2 King County may withhold any payment owed Grant Recipient until the County is satisfied that corrective action has been taken or completed.

19. TERMINATION

- 19.1 If the termination results from acts or omissions of Grant Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, Grant Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to Grant Recipient by the County.
- 19.2 Any King County obligations under this Agreement beyond the current appropriation biennium are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the current appropriation biennium.
- 19.3 The Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds as specified in Section 1 and Exhibits B, C and F, or upon reimbursement by the Grant Recipient to the County of all unexpended proceeds provided by the County pursuant to this Agreement and payment of all amounts due pursuant to Section 6.

20. FUTURE SUPPORT; UTILITIES AND SERVICE

The County makes no commitment to support the Project or Facility contracted for herein and assumes no obligation for future support of the Project or Facility contracted for herein except as expressly set forth in this Agreement. Grant Recipient understands, acknowledges, and agrees that the County shall not be liable to pay for or to provide any utilities or services in connection with the Project or Facility contemplated herein.

21. HOLD HARMLESS AND INDEMNIFICATION

Grant Recipient shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) Grant Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) work, services, materials, or supplies performed or provided by Grant Recipient's employees or other suppliers in connection with or support of the performance of this Agreement.

Grant Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Grant Recipient, its officers, employees, agents, representatives, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the expiration or prior termination of the Agreement.

Grant Recipient agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Agreement, or Grant Recipient's exercise of rights and privileges granted by this Agreement, except to the extent of the County's sole negligence. Grant Recipient's obligations under this Section shall include:

- A. The duty to promptly accept tender of defense and provide defense to the County at the Grant Recipient's own expense;
- B. Indemnification of claims made by Grant Recipient's employees or agents; and
- C. Waiver of Grant Recipient's immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from the Grant Recipient.

In the event it is determined that RCW 4.24.115 applies to this Agreement, the Grant Recipient agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Grant Recipient's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

A hold harmless provision to protect King County similar to this provision shall be included in all Agreements or subcontractor Agreements entered into by Grant Recipient in conjunction with this Agreement. **Grant Recipient's duties under this Section 21**

will survive the expiration or earlier termination of this Agreement.

22. NONDISCRIMINATION

King County Code (“KCC”) chapters 12.16, 12.17 through 12.18 apply to this Agreement and are incorporated by this reference as if fully set forth herein. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

23. CONFLICT OF INTEREST

KCC Chapter 3.04 (Employee Code of Ethics) is incorporated by reference as if fully set forth hence, and Grant Recipient agrees to abide by all conditions of said chapter. Failure by Grant Recipient to comply with any requirement of said KCC Chapter shall be a material breach of contract.

24. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

25. PROJECT MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

- A. As between the County and Grant Recipient, Grant Recipient shall be responsible to operate and maintain the completed Facility at its own sole expense and risk. Grant Recipient shall maintain the completed Facility in good working condition consistent with applicable standards and guidelines. Grant Recipient understands, acknowledges, and agrees that the County is not responsible to operate or to maintain the Facility in any way.
- B. Grant Recipient shall be responsible for all property purchased pursuant to this Agreement, including the proper care and maintenance of any equipment.
- C. Grant Recipient shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Grant Award Funds. **Grant Recipient’s duties under this Section shall survive the expiration of this Agreement and remain in effect for the period set forth in Section 15.**

26. ASSIGNMENT

Grant Recipient shall not assign any portion of rights and obligations under this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Grant Recipient must seek such consent in writing not less than fifteen (15) days prior to the date of any proposed assignment.

27. WAIVER OF BREACH OR DEFAULT

Waiver of breach of any provision in this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults.

28. TAXES

Grant Recipient agrees to pay on a current basis all taxes or assessments levied on its activities and property, including, without limitation, any leasehold excise tax due under RCW Chapter 82.29A; PROVIDED, however, that nothing contained herein will modify the right of the Grant Recipient to contest any such tax, and Grant Recipient shall not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.

29. WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT

This Agreement is made in and will be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

30. PUBLIC DOCUMENT

This Agreement will be considered a public document and will be available for inspection and copying by the public.

31. LEGAL RELATIONS

Nothing contained herein will make, or be deemed to make, County and Grant Recipient a partner of one another, and this Agreement will not be construed as creating a partnership or joint venture. Nothing in this Agreement will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

32. PERMITS AND LICENSES

Grant Recipient shall complete the Project in accordance with all applicable laws and regulatory requirements including environmental considerations, permitting determinations, and other legal requirements. All activities shall be performed by Grant Recipient at its sole expense and liability. Grant Recipient shall, at its sole cost and expense, apply for, obtain and comply with all necessary permits, licenses and approvals required for the Project.

33. INTERPRETATION OF COUNTY RULES AND REGULATIONS

If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Grant Recipient.

34. ENTIRE AGREEMENT

This Agreement, including its attachments, constitutes the entire Agreement between the County and Grant Recipient. It supersedes all other agreements and understandings between them, whether written, oral or otherwise.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the first date written.

KING COUNTY

City of Black Diamond

Signature

Signature

Date

Date

Aaron Rubardt
Chief Budget Officer

John Adler
Mayor

Exhibit A- Map of Facility and Location

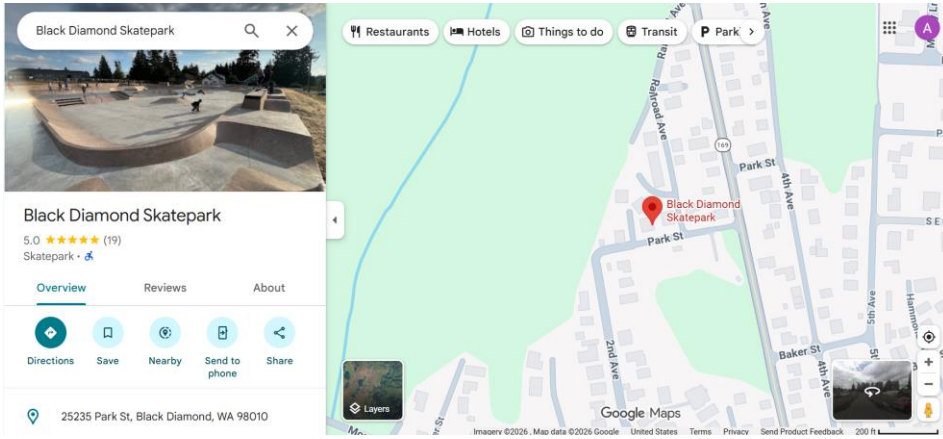


Exhibit B- Scope of Work

I. INTRODUCTION

The City of Black Diamond will install a shade structure at KJ Gardner Skatepark with a durable, level, covered structure to support the visitors at the park. This project will provide a long-term outdoor facility will improve functionality, safety, and community access at KJ Gardner Skatepark.

II. OBJECTIVES

Program Goal:

To design and construct a safe, durable, covered shade structure at KJ Gardner Skatepark that supports community use and weather protection.

Objectives:

- Addition of a shade structure designed for long-term outdoor use.
- Improve experience for visitors at the skatepark.
- Maintain and enhance KJ Gardner Skatepark as an area for all-season gathering.

III. PROJECT/PROGRAM DESCRIPTION

- Finalize project scope and confirm shade structure size, layout, and site needs.
- Prepare design documents and construction specifications for the shade structure.
- Complete procurement and contractor selection.
- Conduct site preparation and any required foundation work.
- Install a roof/cover structure for weather protection.
- Install tables and waste receptacles.
- Perform final inspection and project closeout.

Commented [AS1]: I just went on a possibly unnecessary rabbit hole search about why it is named KJ Gardner and was going to copy language here, but nothing besides a private facebook group- do you know anything?

Commented [AS2R1]: <https://www.facebook.com/groups/260014988269026/discussion/preview>

Commented [AS3R1]: <https://www.gofundme.com/f/merit-funds-for-klayton-kj-gardner>

Commented [LL4R1]: @Shields, Allison Wow! And I thought I was the rabbit hole queen! I found this in one of the facebook group comments - (she is referring to his mom.) She wanted his ashes mixed into the concrete pour . Possibly even name the park after him . It was KJ (Klayton Gardner) that at a young age 14 went to the Black Diamond board asking for a skate park . His perseverance paid off and it was built . However the park was failing after some years and not stable or safe apparently. The short of the long is he was so well loved that the fight for a new park became a thing we all wanted back after his passing and the old park was removed . Not just for KJ but for the kids in the community to have a place to go get some exercise and fun together . Meet their small town peers and keep the community close as they all grow up together.
This is a pretty big deal for the long time residence and abroad of BL . I have been just so happy to see it going in and the progress . Julie just wants her son to be laid to rest in the place he loved so dearly. This is her very heartfelt wish for her dearly loved Son.
Many of you knew him - please chime in to how special this is .

Exhibit C- Project Budget

KING COUNTY PROGRAM INFORMATION	
King County Program ID:	
Funding Source:	
Division:	Budget

King County Grant Manager:

Full Program Name:

KING COUNTY ORACLE EBS INFORMATION	
P:	
O:	
E:	
T:	
A:	

CONTRACTOR INFORMATION	
Organization Name:	City of Black Diamond
Contact Person Name:	Ryan Sweet
Contact Person Email:	rsweet@blackdiamondwa.gov
Organization Address:	24301 Roberts Drive
Address Line 2:	Black Diamond, WA 98010
King County Supplier #:	
Contract #:	
Grant/Contract Period:	

TOTAL GRANT SUMMARY BUDGET			
Eligible Expense Category	Requested Funds	Other Funding Sources	Total Program Cost
Equipment (> \$5,000 per unit)	\$ -		\$ -
Supplies	\$ -		\$ -
Subawards - Contracted	\$ 95,000.00		\$ 95,000.00
Other Direct Costs	\$ 5,000.00		\$ 5,000.00
	\$100,000.00	\$0.00	\$100,000.00

DETAILED BUDGET BY EXPENSE CATEGORY						
Eligible Expense Category	Unit Definition	# of Units	Unit Price	# of Months	Total	Notes
Equipment (> \$5,000 per unit)					\$ -	
					\$ -	
					\$ -	
					\$ -	
Subtotal		0	\$ -	0	\$ -	
Contracted Services					\$ -	
Design					\$ 15,000.00	
Construction					\$ 80,000.00	
					\$ -	
					\$ -	
Subtotal		0	\$ -	0	\$ 95,000.00	
Other Direct Costs					\$ -	
Project Management					\$ 5,000.00	
					\$ -	
					\$ -	
					\$ -	
Subtotal		0	\$ -	0	\$ -	
TOTAL		0	\$ -	0	\$ 100,000.00	

Exhibit D- Timeline, Milestones & Performance Metrics

PROJECT/PROGRAM PERIOD

Start Date: January 1, 2026
 End Date: December 31, 2027

KEY MILESTONES AND DELIVERABLES

Milestone / Deliverable	Description	Deadline
Project initiation	Confirm scope, budget, funding, and project schedule	Q2 2026
Design completion	Complete design, specifications, and construction documents	Q4 2026
Procurement completion	Advertise, bid, and select contractor/vendor	Q1 2027
Progress report #1	Submit status update on design/procurement and use of grant funds	Q1 2027
Construction start	Begin site prep, and shade structure construction	Q2 2027
Mid-project progress report #2	Submit construction progress update and expenditure report	Q2 2027
Construction completion	Complete shade structure and related improvements	Q3 2027
Final inspection / closeout	Final inspection, acceptance, and project completion documentation	Q4 2027
Final report #3	Submit final performance, financial, and deliverable report	Q4 2027

Exhibit E- Insurance Requirements

Insurance Requirements. Recipient shall procure and maintain for the term of this Contract, insurance covering King County as an additional insured, as described in this section, against claims which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives, employees, and/or subcontractors. Recipient shall provide evidence of the insurance required under this Contract, including a Certificate of Insurance and Endorsements covering King County as additional insured for full coverage and policy limits upon request by King County. The costs of such insurance shall be paid by the Recipient.

The Recipient shall maintain the following types of insurance and minimum insurance limits and requirements:

- Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 current edition. Such insurance shall include coverage for, but not limited to, ongoing operations, products and completed operations, and contractual liability. Such limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status to the County.
- Workers Compensation: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work and Services by applicable federal or “Other States” State law.
- Employers Liability or “Stop Gap” coverage: \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the General Liability policy Part 2 (Employers Liability), or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the General Liability policy. ‘

EXHIBIT F
TAX COVENANTS

TAX COVENANTS

The Grant Recipient acknowledges that the Grant Award provided by the County for the Project may be proceeds of tax-exempt bonds (the “Bonds”) subject to certain requirements of the Internal Revenue Code (the “Tax Code”). The Grant Recipient will take all actions with respect to the Project, and proceeds received for the Project, necessary to assure the exclusion of interest on the Bonds from the gross income of the owners of the Bonds, including but not limited to the following:

Expenditure of Proceeds. The Grant Recipient will expend the Grant Award (proceeds of the Bonds) for capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Tax Code. Bond proceeds may be expended to pay, or reimburse the Grant Recipient for, Project capital expenditures or to repay interim indebtedness incurred for capital expenditures of the Project.

Notice. The Grant Recipient will provide notice of action taken or planned to issue any tax-exempt indebtedness, including bonds, bank loans, or other tax-exempt indebtedness, to finance Project costs.

Treatment as Grant.

The Grant Recipient is a municipality that is not a related party to the County. The County and the Grant Recipient are not members of the same controlled group.

The Grant Recipient is not acting as an agent of the County.

The Grant Award or Agreement does not impose any obligation or condition to directly or indirectly repay any amount to the County (excluding obligations or conditions intended solely to assure expenditure of the transferred moneys in accordance with the governmental purpose of the transfer).

The Grant Award is required to be used for the Project as provided in this Agreement but does not impose any conditions relating to the use of the Project or other property of the Grant Recipient by the County or any of its agencies or authorities.

This Agreement is a grant agreement.

Limitations on Disposition of Project. The Grant Recipient will not sell or otherwise dispose of any components of the Project without prior written approval by the County and compliance with the requirements of this Agreement.

Record Retention. The Grant Recipient will retain its records of all accounting and monitoring it carries out with respect to the Grant Award received and with respect to the Project for at least three (3) years after the Bonds mature or are redeemed.

Cooperation. The Grant Recipient will provide tax certificates when and as requested by the County or County's bond counsel in order to establish or maintain the tax-exempt status of the Bonds. The Grant Recipient will cooperate in any audit of the Bonds by the Internal Revenue Service, including disclosure of any record, contracts and other materials relating to the Bond proceeds received by the Grant Recipient and the Project.

EXHIBIT G
PREVAILING WAGE CERTIFICATION

The GRANT RECIPIENT, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Agreement, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The GRANT RECIPIENT shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW and shall make such records available for King County Grant Manager review upon request.

For any funds are used by the GRANT RECIPIENT for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANT RECIPIENT, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANT RECIPIENT’s governing body as of the date and year written below.

SIGNATURE

DATE