



CITY OF BLACK DIAMOND
June 2, 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:

- 1) **Proclamation – Juneteenth**
- 2) **Proclamation – Pride Month**
- 3) **AB26-057** – Confirming the Mayor’s Appointment of Wayne Courtney to Position 2 on the Planning Commission
Mayor Adler
- 4) **AB26-058** – Confirming the Mayor’s Appointment of Gwen Keffel to Position 4 on the Planning Commission
Mayor Adler
- 5) **AB26-059** – Presentation Regarding Electric Motorcycles, Electric Assisted Bicycles, and Motorized Foot Scooters
Chief Kiblinger

COMMITTEE REPORTS:

DEPARTMENT REPORTS:

CONSENT AGENDA:

- 6) **Claim Checks** – June 2, 2026, Check No. 57361 through Check No. 57417 and EFTs in the amount of \$604,009.46
- 7) **Minutes** – Council Meeting of May 5, 2026, and Council Meeting of May 19, 2026
- 8) **AB26-060** – Resolution Approving Interlocal Agreement with Seattle Police Department for Supplemental Police Services During the 2026 FIFA World Cup
Chief Kiblinger
- 9) **AB26-061** - Ordinance Granting to Forged Fiber 37, LLC, a Nonexclusive Telecommunications Franchise
Mr. Hanis

PUBLIC HEARINGS:

10) AB26-062 – Draft 2027-2032 Six Year Transportation Improvement Plan

Mr. Sweet

UNFINISHED BUSINESS:

NEW BUSINESS:

11) AB26-063 – Resolution Authorizing Final Plat Approval for The Villages MPD, Ten Trails Mountain
View 1B Mixed Use Divisions 1 & 2 Final Plat

Mr. Hart

12) AB26-064 -- Resolution Authorizing Contract Amendment 10 with RH2 Engineering for Springs Project

Mr. Hanis

13) AB26-065– Resolution Authorizing WSDOT Temporary Easement

Mr. Linehan

14) DISCUSSION - Service Member Banner Program

Councilor Nielsen

15) DISCUSSION – Summer Council Break in August

Mr. O’Neill

MAYOR'S REPORT:

COUNCIL REPORTS:

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

CITY ADMINISTRATOR REPORT:

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:



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

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

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

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

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

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

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

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

Now, therefore, the undersigned Councilmembers of the City of Black Diamond do proclaim the day of June 19, 2026, as Juneteenth in the City of Black Diamond; and

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

So proclaimed by the Black Diamond City Council, this 2nd day of June 2026.

Tamie Deady

Sara Nielsen

Darcey Peterson

Mario Sorci

Jesse Young

Dan Dal Santo

Ryan Reed



CITY COUNCIL OF BLACK DIAMOND PROCLAMATION **Pride Month 2026**

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

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

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

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

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

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

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

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

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

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

1. The month of June 2026 officially as Pride Month in the City of Black Diamond; and
2. The City of Black Diamond will continue to promote the spirit of pride throughout the year that is informed by needs and voices specific to LGBTQIA+ residents in Black Diamond; and
3. The City of Black Diamond will fly the Pride Flag at Council Chambers beginning June 2, 2026, at approximately 7:00pm for the entire month of June in celebration and recognition of the legacy, contributions, and history of LGBTQIA+ Americans, and particularly Black Diamond residents.

So proclaimed by the Black Diamond City Council, this 2nd day of June 2026.

Tamie Deady

Sara Nielsen

Darcey Peterson

Mario Sorci

Jesse Young

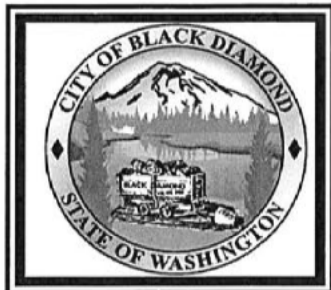
Dan Dal Santo

Ryan Reed

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Confirming the Mayor's Appointment of Wayne Courtney to the Black Diamond Planning Commission Position No. 2	Agenda Date: June 2, 2026	
	AB26-057	
	Mayor John Adler	X
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Hal Hart	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Scott Hanis	
Fund Source:	Court – Judge Swain/Tawnya Parks	
Timeline:		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Application		
SUMMARY STATEMENT: The Planning Commission consists of seven volunteer members of the community to meet monthly and make recommendations to the City Council on comprehensive plan amendments and various development regulations that guide the development of the City. Position No. 2 term ends December 31, 2027. Interviews with the applicants were conducted by staff during the second week of May. The planning team believes this candidate has a good background, knowledge and expertise and is recommending his appointment to the Planning Commission. Mayor Adler is seeking Council confirmation of his appointment of Wayne Courtney to Position No. 2 on the Black Diamond Planning Commission. FISCAL NOTE (Finance Department):		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to confirm the Mayor's appointment of Wayne Courtney to Position No. 2 of the Black Diamond Planning Commission; said term expiring December 31, 2027		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
June 2, 2026		



CITY OF BLACK DIAMOND

Planning Commissioner Application

Mailing Address: PO Box 599

Physical Address: 24301 Roberts Drive

Black Diamond, WA 98010

Phone: 360.851.4500 - Fax: 360.851.4501

NAME OF APPLICANT: Wayne Courtney

ADDRESS OF RESIDENCE: [REDACTED] Auburn, WA 98092

EMAIL ADDRESS: info@diamondsquare.com

PHONE NUMBER (MOBILE, HOME, BUSINESS): [REDACTED]

BEST TIME TO CONTACT: Anytime

QUALIFICATIONS AND COMMITMENT REQUIREMENTS (PLEASE INITIAL CONFIRMING AFFIRMATIVE):

☒ ^{DS} WC Applicant is willing to fulfill a 4-year term [or the remaining portion of a term when replacing an unexpired position].

☒ ^{DS} WC Applicant has an interest in planning, land use, environmental affairs or residential and commercial development as evidenced by training, experience, or actions.

☒ ^{DS} WC Applicant resides in the city at least one hundred eighty days each calendar year or owns a business with a physical presence within the city limits with an active black diamond business license.

☒ ^{DS} WC Applicant is able to regularly attend planning commission meetings in person, scheduled for evenings and is committed to not having more than three consecutive unexcused absences.

☒ ^{DS} WC Applicant will make impartial, objective recommendations and decisions in the best interest of the city, and not in conflict with personal or business interests and confirms current employment or civic positions, if any, do not create a conflict of interest with serving as a Black Diamond Planning Commissioner.

Please provide a narrative (up to one page as an attachment) describing your qualifications, experience, interest, and commitment to serve as planning commissioner and/or a resume supporting your qualifications, experience, education, current or past occupations, and interests to serve as a Planning Commissioner.

DocuSigned by:

Wayne Courtney

manager

Continental Industrial 3-16-2026

SIGNATURE OF APPLICANT

DATE

Title 2 - ADMINISTRATION AND PERSONNEL
Chapter 2.24 PLANNING COMMISSION

Chapter 2.24 PLANNING COMMISSION

Sections:

2.24.010 Membership.

Pursuant to RCW Chapter 35A.63, there is created for the city a planning agency to be known as the city planning commission, consisting of seven members who shall be appointed by the mayor and confirmed by the city council.

- A. The positions of planning commissioners shall be designated numbers one through seven. The term of each member of the planning commission shall be four years. The terms of office shall be staggered based on the date of appointment. Terms expire on December 31, but members of the planning commission shall continue to serve until their successor is appointed and qualified
- B. Qualifications. Members of the planning commission shall be selected from individuals who have an interest in planning, land use, environmental affairs or residential and commercial development as evidenced by training, experience or actions. Consideration will also be given toward maintaining an equitable balance of geographic representation of the community. Members of the planning commission shall be limited to individuals who reside in the City at least one hundred eighty days each calendar year or owners of businesses with a physical presence within the city. A "physical presence" means that the individual or business owner does business in the City of Black Diamond and has obtained a Black Diamond business license.
- C. The planning commission shall adopt rules and procedures to address the conduct of its meetings, elections of officers and other administrative matters. Conflicts of interest shall be addressed as set forth in RCW 35A.63.020.
- D. Removal. A planning commissioner may be removed by the mayor, with the concurrence of the city council, for misfeasance in office or other just cause, or for unexcused absences from more than three consecutive meetings. Failure of a planning commission member to qualify as provided in subsection B, shall constitute forfeiture of office. The decision of the city council regarding membership on the planning commission shall be final.
- E. Vacancies occurring otherwise than through the expiration of terms shall be filled for the unexpired terms. Members shall serve without compensation.

(Ord. No. 981, § 1, 10-4-2012; Ord. No. 1072, § 1, 1-21-16)

Editor's note(s)—Ord. No. 981, § 1, adopted October 4, 2012, repealed the former § 2.24.010, and enacted a new § 2.24.010 as set out herein. The former § 2.24.010 pertained to similar subject matter and derived from Ord. No. 295, 1984 and Ord. No. 900, adopted April 16, 2009.

2.24.020 Powers and duties.

- A. The planning commission shall perform the function of a planning agency as set forth in chapter 35A.63 RCW, provided, certain land use matters may be referred to the city's hearing examiner as elsewhere provided by the Black Diamond Municipal Code. The planning commission shall be an advisory body to the city council. The planning commission will hold public hearings and make recommendations to the city council on zoning code text and development regulation amendments, area-wide rezones, adoption of comprehensive plan and any other plan amendments. "Development regulations" are defined as "controls placed on development of land use activities by the city including, but not limited to, zoning ordinances, critical areas ordinances, shoreline master programs, official controls, PUD ordinances, subdivision ordinances, binding site plan ordinances, together with any amendments thereto."
- B. The planning commission shall review such other matters and take such further action as the city council may direct from time to time by motion, resolution or ordinance.

(Ord. 857 § 1, 2008; Ord. 295 § 2, 1984)

(Ord. No. 900, § 3, 4-16-2009; Ord. No. 1028, § 1, 5-15-2014)

.24.030 Secretary.

The mayor shall designate a city staff member to serve as secretary to the planning commission. The secretary shall be responsible for taking the minutes of each commission meeting and for assisting the commission with other administrative duties as assigned by the presiding member of the commission.

(Ord. 570 § 1, 1995; Ord. 295 § 3, 1984)

(Ord. No. 900, § 4, 4-16-2009)

2.24.040 Quorum.

A majority of the membership of the planning commission shall constitute a quorum for the transaction of business. Any action taken by a majority of those present, when those present constitute a quorum, at any regular or special meeting of the planning commission shall be deemed taken as the action of the commission. The commission may adopt such other rules governing its procedures and conduct of business as it deems appropriate.

(Ord. 295 § 4, 1984)

2.24.050 Referral by council.

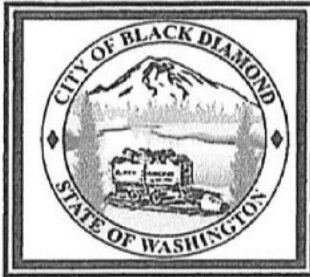
The city council may refer to the planning commission, for its recommendation and report, any ordinance, resolution, or other proposal relating to any of the matters and subjects referred to in RCW Chapter 35A.63, and the commission shall promptly report to the city council thereon, making such recommendations and giving such counsel as it may deem proper.

(Ord. 295 § 5, 1984)

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Confirming the Mayor's Appointment of Gwen Keffel to Position No. 4 on the Black Diamond Planning Commission	Agenda Date: June 2, 2026	AB26-058
	Mayor John Adler	X
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Hal Hart	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
	Police – Chief Kiblinger	
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note):	Court – Judge Swain/Tawnya Parks	
Fund Source:		
Timeline:		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Application		
SUMMARY STATEMENT: The Planning Commission consists of seven volunteer members of the community to meet monthly and make recommendations to the City Council on comprehensive plan amendments and various development regulations that guide the development of the City. Position No. 4 term ended December 31, 2029. Interviews with the applicants were conducted by staff during the second week of May. The planning team believes this candidate has a good background, knowledge and expertise and is recommending her appointment to the Planning Commission. Mayor Adler is seeking Council confirmation of his appointment of Gwen Keffel to Position No. 4 on the Black Diamond Planning Commission. FISCAL NOTE (Finance Department):		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to confirm the Mayor's appointment of Gwen Keffel to Position No. 4 of the Black Diamond Planning Commission; said term expiring on December 31, 2029.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
June 2, 2026		



CITY OF BLACK DIAMOND

Planning Commissioner Application

Mailing Address: PO Box 599

Physical Address: 24301 Roberts Drive
Black Diamond, WA 98010

Phone: 360.851.4500 - Fax: 360.851.4501

NAME OF APPLICANT: Gwen Keffel

ADDRESS OF RESIDENCE: [REDACTED] Black Diamond, WA 98010

EMAIL ADDRESS: [REDACTED]

PHONE NUMBER (MOBILE, HOME, BUSINESS): [REDACTED]

BEST TIME TO CONTACT: Anytime

QUALIFICATIONS AND COMMITMENT REQUIREMENTS (PLEASE INITIAL CONFIRMING AFFIRMATIVE):

Yes Applicant is willing to fulfill a 4-year term [or the remaining portion of a term when replacing an unexpired position].

Yes Applicant has an interest in planning, land use, environmental affairs or residential and commercial development as evidenced by training, experience, or actions.

Yes Applicant resides in the city at least one hundred eighty days each calendar year or owns a business with a physical presence within the city limits with an active black diamond business license.

Yes Applicant is able to regularly attend planning commission meetings in person, scheduled for evenings and is committed to not having more than three consecutive unexcused absences.

Yes Applicant will make impartial, objective recommendations and decisions in the best interest of the city, and not in conflict with personal or business interests and confirms current employment or civic positions, if any, do not create a conflict of interest with serving as a Black Diamond Planning Commissioner.

Please provide a narrative (up to one page as an attachment) describing your qualifications, experience, interest, and commitment to serve as planning commissioner and/or a resume supporting your qualifications, experience, education, current or past occupations, and interests to serve as a Planning Commissioner.

Gwen Keffel
SIGNATURE OF APPLICANT

4.8.2026
DATE



Title 2 - ADMINISTRATION AND PERSONNEL
Chapter 2.24 PLANNING COMMISSION

Chapter 2.24 PLANNING COMMISSION

Sections:

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- C. The planning commission shall adopt rules and procedures to address the conduct of its meetings, elections of officers and other administrative matters. Conflicts of interest shall be addressed as set forth in RCW 35A.63.020.
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(Ord. No. 981, § 1, 10-4-2012; Ord. No. 1072, § 1, 1-21-16)

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2.24.020 Powers and duties.

- A. The planning commission shall perform the function of a planning agency as set forth in chapter 35A.63 RCW, provided, certain land use matters may be referred to the city's hearing examiner as elsewhere provided by the Black Diamond Municipal Code. The planning commission shall be an advisory body to the city council. The planning commission will hold public hearings and make recommendations to the city council on zoning code text and development regulation amendments, area-wide rezones, adoption of comprehensive plan and any other plan amendments. "Development regulations" are defined as "controls placed on development of land use activities by the city including, but not limited to, zoning ordinances, critical areas ordinances, shoreline master programs, official controls, PUD ordinances, subdivision ordinances, binding site plan ordinances, together with any amendments thereto."
- B. The planning commission shall review such other matters and take such further action as the city council may direct from time to time by motion, resolution or ordinance.

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(Ord. No. 900, § 3, 4-16-2009; Ord. No. 1028, § 1, 5-15-2014)

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(Ord. 570 § 1, 1995; Ord. 295 § 3, 1984)

(Ord. No. 900, § 4, 4-16-2009)

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(Ord. 295 § 4, 1984)

2.24.050 Referral by council.

The city council may refer to the planning commission, for its recommendation and report, any ordinance, resolution, or other proposal relating to any of the matters and subjects referred to in RCW Chapter 35A.63, and the commission shall promptly report to the city council thereon, making such recommendations and giving such counsel as it may deem proper.

(Ord. 295 § 5, 1984)

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: This presentation outlines a proposed ordinance to update the City of Black Diamond Municipal Code by establishing comprehensive safety regulations for the operation of electric motorcycles, electric-assisted bicycles, and motorized foot scooters throughout the city as well as associated updates to the city's impound code.	Agenda Date: June 2, 2026 AB26-059	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	X
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Hal Hart	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
	Police – Chief Kiblinger	X
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note): 0	Court – Judge Swain/Tawnya Parks	
Fund Source: N/A		
Timeline:		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments:		
SUMMARY STATEMENT: This presentation will provide an overview of the proposed changes and recommendations related to an ordinance updating the Black Diamond Municipal Code to establish regulations for the safe operation of electric motorcycles, electric-assisted bicycles, and motorized foot scooters within the city, as well as associated updates to the City's impound code.		
FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: Presentation only.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
June 2, 2026		



CERTIFICATION

Finance Committee: May 26, 2026

Council Date: June 2, 2026

Check No.'s / EFT	Batch Name	Check / EFT Date	Amount
EFT	April 2026 EFT Batch	4/8/2026-4/30/2026	\$ 61,317.22
EFT	April 2026 Credit Card Batch	4/22/2026	\$ 26,255.09
57361-57415	May 2026 Regular Batch 3	6/3/2026	\$ 500,099.33
57416-57417	June 2026 Regular Batch 1	6/3/2026	\$ 16,337.82
TOTAL: \$			604,009.46

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.

Xavier Mason
Xavier Mason, Finance Director

DATE: 05/21/2026

John Adler, Mayor

DATE



Register

Fiscal: 2026

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

Check Period: 2026 - June - 06/26 Regular
Batch 1, 2026 - May - 05/26 Regular Batch 3,
2026 - April - 04/26 EFT Batch, 2026 - April -
04/26 Credit Card Batch

Name	Clearing Date	Amount
Invoice Cloud		\$135.00
Merchant Card Services / Vantive Holding, LLC		\$450.67
US Bank Equipment Finance		\$2,082.66
US Postal Service (CMRS-FP)		\$2,000.00
Honey Bucket		\$959.00
Amazon Capital Services, Inc.		\$3,903.70
Republic Services #176		\$2,966.17
Williams Scotsman, Inc.		\$5,432.56
First Bankcard		\$26,255.09
Home Depot Credit Service		\$528.73
CHS/Cenex Inc		\$6,950.82
Dept of Licensing-Firearms Online		\$252.00
Puget Sound Energy		\$9,848.35
Washington State Department of Revenue		\$8,666.97
Tacoma Public Utilities		\$16,965.72
Comcast		\$174.87
AHBL, Inc.		\$59,180.75
Alsco		\$236.72
Art Gamblin Motors		\$122.33
AT&T Mobility: First Net		\$3,721.38
Big Mountain Electric, Inc		\$272.50
Bigleaf Networks, Inc		\$264.62
Black Diamond Auto Parts		\$332.30
Black Diamond Municipal Court		\$150.00
Bryant's Tractor & Mower Inc.		\$145.66
Cities Digital, Inc. "CDI"		\$2,060.10
City of Black Diamond		\$2,715.27
Control Systems NW LLC (CSNW)		\$893.29
Cutters Supply Inc.		\$1,060.59
DCW - Data Center Warehouse		\$2,969.80

Dicks Heating & A/C Inc	\$430.45
Enumclaw School District	\$51,245.00
Gunderson Law Firm	\$6,100.00
HWA GeoSciences Inc.	\$1,475.00
HydroCorp, LLC	\$11,905.00
Intercom Language Services, Inc.	\$170.00
Iron Horse LLC	\$14,170.00
Jessica Zielinski	\$110.19
Johnsons Home & Garden	\$615.67
King County Accounts Receivable	\$2,481.00
King County Finance	\$1,924.95
Language Line Services, Inc.	\$98.20
Law Office of Krista White Swain	\$9,050.00
LN Curtis & Sons	\$490.13
Madrona Law Group LLC	\$32,748.00
NeoGov	\$11,154.30
Office Products Nationwide	\$151.72
O'Reilly Auto Parts	\$1,736.45
Pape Machinery	\$848.50
Parametrix, Inc.	\$62,859.99
Puget Sound Energy	\$2,580.47
Raedeke Associates Inc	\$380.00
RH2 Engineering Inc.	\$52,621.20
Seattle Times	\$4,860.26
Shane O'Neill	\$422.50
Somer Johnson	\$214.04
South Correctional Entity	\$1,364.15
State Auditor's Office	\$13,686.70
Tara Dunford, CPA	\$410.00
Thomson Reuters - West	\$249.52
United Business Machines of WA Inc	\$92.21
Utilities Underground Location Center	\$124.20
Valley Communications Center	\$8,752.91
Valley Defenders	\$9,250.00
Varius Inc.	\$115,503.48
VenTek International	\$98.10
Vision Municipal Solutions, LLC	\$1,320.23
Washington State Department of Ecology	\$3,810.00
Washington State Patrol	\$57.00
Washington State Treasurer	\$352.50
Water Management Laboratories, Inc.	\$60.00
Sorci Family LLC	\$15,037.82
The B Huis	\$1,300.00
	\$604,009.46
	\$604,009.46
	\$604,009.46

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of May 5, 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, Peterson, Sorci, and Young

Councilmember Deady **moved** to excuse Councilmember Dal Santo from tonight's meeting; **second** Councilmember Young. Motion **passed** with all voting in favor (5-0).

ABSENT: Councilmember Dal Santo (excused)

Staff present: Xavier Mason, Finance Director; Scott Hanis, Public Works Director; Ryan Sweet, Capital Project/Program Manager; Hal Hart, Community Development Director; Rob Reed, IS Manager; Jake Kapsandy, IT Tech II; David Linehan, City Attorney; City Administrator, Kevin O'Neill; and Carina Thornquist, Deputy City Clerk.

READING OF GUIDING PRINCIPLES

AGENDA REVIEW AND APPROVAL:

Councilmember Young **moved** to approve the Agenda; **second** Councilmember Nielsen. Motion **passed** with all voting in favor (5-0).

PUBLIC COMMENTS:

Geoff Bowie from Black Diamond, spoke to Councilmembers.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS: None

COMMITTEE REPORTS:

Councilmember Young reported on items discussed at the Public Works Committee on April 22nd which included: staff identified 49 sidewalk hazards around the city and staff is working on getting a contract in place for repairs; surplus sale of 2012 F-150 Pickup Truck to Mt. View Fire and Rescue; staff received notice from WSDOT that patch work continues through the summer and there will be times that the road near Jones Lake Rd. and Hwy. 169 will be closed; work continues at the intersection of 288th and 216th.

DEPARTMENT REPORTS:

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

Finance Director Mason provided an overview of the February 2026 Monthly Financial Report. He reported that two people were sent to a conference hosted by the Washington Public Treasurers Association. They brought back suggestions and shared it with the Finance Committee.

Back and forth discussion took place between Director Mason and the Councilmembers.

CONSENT AGENDA:

Councilmember Peterson **moved** to approve the Consent Agenda; **second** Councilmember Deady. Motion **passed** with all voting in favor (5-0). The Consent Agenda was approved as follows:

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

PUBLIC HEARINGS:

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

Chief Kiblinger briefly updated the City Council on highlights that were added in the Municipal Code regarding water safety.

Mayor Adler opened the public hearing at 7:15 p.m.

Jason MacLurg from Black Diamond, spoke to Council and wanted to give gratitude to the City Council for giving the public an opportunity to speak on this topic. He also thanked the Black Diamond Police Department for patrolling the roads near the lake and ticketing those vehicles that park illegally. Finally, he thanked Mountain View Fire and Rescue for coming for an aid call for his partner and they were there within minutes potentially saving her life. The proposals for the lake are great. He has a few suggestions:

- BDMC 8.24.195 (regarding aircraft) the code says what the rules are for pilots, but as a boater, he doesn't know what their responsibility is.
- BDMC 8.24.280 (people in tow) this section is confusing; make it simple.

Jacqueline Banks from Black Diamond spoke to Council stating she has two young children, so she is extremely concerned about safe boating practices. She thanked Chief Kiblinger for collaboration with the citizens after the October meeting and engaging with the community about shaping the new ordinance. Productive conversations that led to real progress like the swim buoy line. The new ordinance gives the police authority to manage the lake effectively. This works best when paired with communication with the lake residents, strong officer training, and consistent patrol presence. Trust between a police department and the community is not something every community has like Black Diamond. Ms. Banks further spoke about her support of e-foils and how they are good for the lake. She said someone gave out wrong information at a prior meeting saying they go at a speed of 30 mph. She said this is incorrect and it's more like 10 – 15 mph. She concluded by stating the biggest offenders on the lake are the fishing vessels who unexpectedly go from trolling to flying across the lake.

Norman Wineberg from Black Diamond spoke in support of the no wake period for the swimmers, rowers, etc. He's mostly concerned about safety and gave suggestions.

Rick Stocks from Black Diamond spoke to Council and disagreed with the previous speaker. Mr. Stocks didn't mean any disrespect to the gentleman, but he stated that boaters and water skiers were at the lake before he moved there. He further explained that if he was looking for a quieter lake, he should have looked at Lake Morton or some other small lake.

Nanette Stocks from Black Diamond stated that her daughter, Jacqueline, who spoke earlier had a lot of bad experiences regarding water safety growing up so she is extremely concerned and passionate about this topic. Ms. Stocks supports what her daughter said and said her daughter would be more than happy to take anyone out to e-foil if they want to know more about them.

Mayor Adler closed the public hearing at 7:33 p.m.

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

Mayor Adler opened the closed record hearing at 7:34 p.m.

Mayor Adler announced that this is a Quasi-Judicial Closed Record Hearing on a Proposed Major Amendment to the Ten Trails MPD Development Agreement Regarding the Pipeline Road Construction Timing. He advised that since it's a closed record hearing, Councils' role tonight is to review the existing record developed already and there will not be any new testimony or evidence introduced. There will be an opportunity to ask questions regarding

what's already in the record. Again, there won't be any new information introduced at this time.

Mayor Adler turned the meeting over to City Administrator Kevin O'Neill. Mr. O'Neill stated that he had a brief presentation tonight and introduced Michelle Wright who is the City Engineer and is serving as the Interim MDRT Director. She has been very instrumental in this process recently and can help answer questions should they come up. He stated that this presentation is very similar to the one he gave to the Hearing Examiner a few short months ago.

Presentations:

City – City Administrator, Kevin O'Neill spoke in support of the major amendment on behalf of the city.

Extensive questions for the city staff from Councilmembers took place.

School District - Interim Enumclaw School Superintendent, Jill Burnes spoke in support of the major amendment on behalf of the school district.

Oakpointe - Justin Wortman, Senior Project Manager was present, and Mr. Wortman spoke in support of the major amendment.

Natalie Waters, Black Diamond spoke in support of approving the proposed major amendment.

Andre Koch, Black Diamond spoke in support of approving the proposed major amendment.

Extensive questions for the applicant, Oakpointe, from Councilmembers took place.

Natalie Waters, Black Diamond spoke to Councilmembers regarding questions.

Mayor Adler stated that it's time for the Opposing Party to speak and they must be a Party of Record.

Opposition – Public Testimony-

Kristen Bryant, Bellevue spoke against the proposed major amendment.

Tom Ekberg, Black Diamond spoke against the proposed major amendment.

Bill Bryant, Black Diamond spoke against the proposed major amendment.

Nanette Stocks, Black Diamond spoke against the proposed major amendment.

Rebuttals –

City – None

School District – None

Oakpointe – None

Public -

Kristen Bryant, Bellevue

8:41 p.m. - Mayor Adler closed the quasi-judicial hearing.

Councilmember Peterson **moved** to approve Pipeline Road Major Amendment (PLN25-0006) with conditions by Oakpointe; **second** Councilmember Young. Councilmember Nielsen asked if they could go into deliberations; Councilmember Sorci seconded.

Mayor Adler asked City Attorney David Linehan if we need a RCW to go into executive session. Mr. Linehan advised that we don't need an RCW since this doesn't apply to the Open Public Meeting Act. However, he did provide RCW 42.30.140(2).

8:42 p.m. - Mayor Adler announced that the City Council would be going into deliberations back in the patrol room for 20 minutes with possible action to follow.

9:02 p.m. - Deputy City Clerk announced that Council asked for a five-minute extension to the deliberations.

9:07 p.m. - Councilmembers returned from the patrol room to the Council Chambers.

9:07 p.m. – Mayor Adler called the meeting back to order.

Statements from the Councilmembers took place.

Councilmember Peterson **moved** to approve Pipeline Road Major Amendment (PLN25-0006) with conditions by Oakpointe with conditions; **second** Councilmember Young. Motion **passed** (4-1) (Sorci).

NEW BUSINESS:

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

Capital Project/Program Manager, Mr. Sweet reported about getting a grant for a shade structure for the skatepark.

Councilmember Deady **moved** 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; **second** Councilmember Nielsen. Motion **passed** with all voting in favor (5-0).

MAYOR'S REPORT:

Mayor Adler welcomed Hal Hart, the city's new Community Development Director.

COUNCIL REPORTS:

Councilmember Peterson – no report.

Councilmember Sorci – no report.

Councilmember Young shared that he attended the Mountain View Fire & Rescue Fire Commissioners meeting and gave statistics of the fire department calls. He announced that Nurses' week is coming up next week and thanked all the nurses for their service.

Councilmember Deady reported attending the Mountain View Fire & Rescue Fire Commissioners meeting. She asked if we could put an update on the website about traffic situations.

Councilmember Nielsen – she wanted to recognize Mountain View Fire & Rescue for all the work they do as well as the police department.

CITY ADMINISTRATOR REPORT:

City Administrator O'Neill advised the Councilmembers to watch their Inbox regarding the FEFA event on 6/12 – 6/14 at Lake Wilderness Park in Maple Valley. An opportunity is coming up on 5/19 at 6:00 p.m. for Active Shooter's Training. A notice of potential quorum will be completed.

ATTORNEY REPORT:

Attorney Linehan inquired about a housekeeping item regarding Pipeline Road. He asked for clarification that City Council wanted him to prepare an Ordinance for Pipeline Road, which they confirmed yes.

Councilmembers added an Executive Session pursuant to RCW 42.30.110(f) and RCW 42.30.110(i). No action to follow.

PUBLIC COMMENTS:

Geoff Bowie from Black Diamond, spoke to Council.

EXECUTIVE SESSION:

9:37 p.m. - Mayor Adler announced that Council would be going into executive session pursuant to RCW 42.30.110(f) and RCW 42.30.110(i) Potential Litigation. The Executive Session was anticipated to last 15 minutes with no action to follow. Councilmembers exited the Council Chambers to the patrol room.

9:52 p.m. - Deputy City Clerk announced that Council has requested a three-minute extension to the Executive Session.

9:55 p.m. - Mayor Adler called the meeting back to order.

ADJOURNMENT:

Councilmember Peterson **moved** to adjourn the meeting; **second** Councilmember Deady. Motion **passed** with all voting in favor (5-0). The meeting ended at 9:55 p.m.

ATTEST:

John Adler, Mayor

Carina Thornquist, Deputy City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of May 19, 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, Peterson, Sorci, Young, and Dal Santo

ABSENT: None

Staff present: Xavier Mason, Finance Director; Scott Hanis, Public Works Director; Hal H. Hart, Community Development Director (Zoom); Rob Reed, IS Manager; Jamey Kiblinger, Police Chief; David Linehan, City Attorney; City Administrator, Kevin O'Neill; Brenda L. Martinez, City Clerk/HR Manager.

AGENDA REVIEW AND APPROVAL:

Councilmember Deady **moved** to add to the agenda a discussion on Pride and Juneteenth Proclamations; **second** Councilmember Nielsen. Motion **passed** with all voting in favor (6-0).

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

PUBLIC COMMENTS:

Elaine Parks, spoke to Council.

Lauren Landis, Black Diamond spoke to Council.

John Bunten, Black Diamond spoke to Council.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

1) AB26-050 – Council Vacancy Interviews

a. Interviews with Applicants for Position #7

Councilmembers took turns asking each applicant the same set of questions.

Council Action: Councilmember Peterson **moved** to have Mayor Adler ask question six (6); **second** Councilmember Nielsen. Motion **passed** 5-1 (Sorci)

b. Public Comments Regarding Council Candidates

Carol Morgan, Black Diamond spoke in support of Pam McCain.
Tom Ekberg, Black Diamond spoke in support of Geoff Bowie.
Nanette Stocks, Black Diamond spoke in support of Geoff Bowie.
Janis Ranton, Black Diamond spoke in support of Geoff Bowie.
Sam Pace, Unincorporated King County spoke in support of Pam McCain.
Jerel Thomas, Black Diamond spoke in support of Geoff Bowie.
John Bunten, Black Diamond spoke in support of Geoff Bowie.
Jacqueline Banks, Black Diamond spoke in support of Ryan Reed, and Tommy Paramo.
Sherrie Evans, Black Diamond spoke on points to consider when deliberating.
Kristen Bryant, Bellevue spoke about relevant history when making a decision.
Bill Bryant, Black Diamond spoke in support of Geoff Bowie.
Rick Stocks, Black Diamond spoke in support of Geoff Bowie.
Brock Deady, Black Diamond spoke in support of Tommy Paramo.

c. Possible Executive Session – Pursuant to RCW 42.30.110(1)(h)

At 8:46 p.m. Mayor Adler announced that Council would be going into an executive session pursuant to RCW 42.30.110(1) for 20 minutes with possible action to follow.

At 9:06 p.m. a five-minute extension was announced.

At 9:11 p.m. another five-minute extension was announced.

At 9:16 p.m. Mayor Adler called the meeting back to order.

b. Possible Appointment and Oath of Office

Councilmember Peterson **moved** to appoint Ryan Reed to Position No 7. **second** Councilmember Young.

Councilmembers Nielsen, Deady, and Young thanked all the applicants.

Council Action: Motion **passed** 4-2 (Sorci, Dal Santo)

Mayor Adler administered the Oath of Office to Ryan Reed, and he took his seat at the dais.

COMMITTEE REPORTS:

Councilmember Peterson briefed the Council on items discussed at the Public Works Committee, and the Parks Committee meeting.

Councilmember Deady reported on the Public Issues Committee (PIC) meeting she attended.

Councilmember Nielsen gave an update on what was discussed at the Public Safety Committee and the Budget, Finance, Administration, Finance, Committee meetings.

Councilmember Young read a proclamation for Public Works Week.

DEPARTMENT REPORTS: None

CONSENT AGENDA:

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

- 2) **Claim Checks** – May 19, 2026, Check No. 57310 through Check No. 57360 in the amount of \$1,057,857.08
- 3) **Payroll** – April 2026, Check No. 20610 through Check No. 20619 and EFTs in the amount of \$716,071.77
- 4) **AB26-051** – March 2026 Monthly Financial Report

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

- 5) **AB26-052** – Ordinance Amending Black Diamond Municipal Code Chapter 8.24 Regarding Water Safety

Chief Kiblinger updated the City Council on this item.

Councilmember Deady **moved** to approve Ordinance No. 26-1249, 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 along with the City Attorney's cleanup of typos; **second** Councilmember Young. Motion **passed** with all voting in favor (7-0).

- 6) **AB26-053** – Ordinance Regarding a Major Amendment to The Villages MPD Development Agreement Regarding Pipeline Road Construction Timing

City Attorney Linehan spoke on this item

Councilmember Sorci **moved** to table this for 30 days; **second** Councilmember Dal Santo. Mayor Adler called this motion out of order.

Councilmember Deady **moved** to adopt Ordinance No. 26-1250 approving a major amendment to The Villages MDP Development Agreement regarding Pipeline Road construction timing; providing for severability; and establishing an effective date; **second** Councilmember Peterson. Motion **passed** (5-1 (Sorci)). (Councilmember Reed did not vote as he was not a party to the previous vote at the May 5, 2026 Council meeting).

NEW BUSINESS:

- 7) **AB26-054** – Resolution Authorizing Renewal of Agreement with King County for Lake Sawyer Water Quality Monitoring

Public Works Director Hanis shared information on this item.

Councilmember Deady **moved** to adopt Resolution No. 26-1743 authorizing the Mayor to execute an Agreement with King County to provide water quality monitoring, lab services, and volunteer training for sample collection on Lake Sawyer; **second** Councilmember Nielsen. Motion **passed** with all voting in favor (7-0).

- 8) **AB26-055** – Resolution Authorizing Professional Services Agreement with Stantec, Inc. for 2026 Utility Rates Development Fees Study

Public Works Director Hanis reported on this item.

Councilmember Peterson **moved** to adopt Resolution No. 26-1744 authorizing the Mayor to execute a professional services agreement with Stantec Inc. for the 2026 Utility Rates and Development Fees Study; **second** Councilmember Young. Motion **passed** with all voting in favor (7-0).

- 9) **AB26-056** – Ordinance Granting to Forged Fiber 37, LLC, a Nonexclusive Telecommunications Franchise

Public Works Director Hanis informed the City Council that this item is for 1st reading only and adoption is scheduled to occur at the June 2nd Council meeting. He answered questions from members of the Council.

- 10) **Juneteenth and Pride Month Discussion** - Councilmember Deady reported on Juneteenth and Pride Month and asked for proclamations to come forward and to raise the pride flag at that Council meeting on the flagpole outside of the Council Chambers and then a statement would be read. There was consensus to bring two proclamations forward and to raise the pride flag at the June 2nd Council meeting.

MAYOR'S REPORT: None

COUNCIL REPORTS:

Councilmember Sorci – no report.

Councilmember Young expressed that all are welcome here. He noted there being an information session for Enumclaw School District Thursday at the Welcome Center at 6

p.m. where an update on the school will be given. He shared the new name of the school in Ten Trails is Evergreen Elementary School, it will be the Trailblazers, and the mascot is an Elk.

Councilmember Dal Santo – no report.

Councilmember Deady announced that June 6th is Heritage Day at the Museum and invited everyone to attend. She also announced that the button coloring contest for Labor Days is in full swing and shared that sheets for children to color and submit their design are here tonight on the table by the door, and also at the library, antique store, and the bakery. She noted the deadline to submit designs is May 29th.

Councilmember Nielsen spoke about accountability and stewardship of city finances and how it's important to set the tone at the top. She emphasized the importance of maintaining a strong whistleblower culture and employees should all feel empowered to speak up if they see something. She believes we all share responsibility for maintaining public trust and reinforcing the expectation that is you see something, say something.

Councilmember Peterson expressed being concerned about the Fire Annexation vote and needing community members who are interested in advocating to let her know and hopes that more people will get involved.

CITY ADMINISTRATOR REPORT:

City Administrator O'Neill reported working on some exciting things to come before Council in the near future.

ATTORNEY REPORT:

City Attorney Linehan welcomed Councilmember Reed and extended an invitation to meet with him and have a one-on-one to answer any questions about legal issues or other questions about the City he can't talk about in public.

PUBLIC COMMENTS:

Geoff Bowie, Black Diamond spoke to Council.

Jacqueline Banks, Black Diamond spoke to Council.

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember Peterson **moved** to adjourn the meeting; **second** Councilmember Young. Motion **passed** with all voting in favor (7-0). The meeting ended at 10:19 p.m.

ATTEST:

John Adler, Mayor

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Interlocal Agreement with the Seattle Police Department for Supplemental Police Services During the 2026 FIFA World Cup.	Agenda Date: June 2, 2026	
	AB26-060	
	Mayor John Adler	
	City Administrator Kevin O'Neill	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Hal Hart	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
	Police – Chief Kiblinger	X
Cost Impact (see also Fiscal Note): 0	Public Works – Scott Hanis	
Fund Source: General Fund	Court – Tawyna Parks	
Timeline:		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Resolution; ILA		
SUMMARY STATEMENT: This Memorandum of Understanding (MOU) establishes an interlocal agreement between the Seattle Police Department and the Black Diamond Police Department for supplemental law enforcement support during the 2026 FIFA World Cup events in Seattle. Due to increased staffing demands, Black Diamond officers will assist with event security on select match days between June 15 and July 6, 2026. Compensation will be provided on a cost-reimbursement basis, with total payments not to exceed \$6,900. The agreement also includes provisions for invoicing, indemnification, insurance, and termination. The contract term runs from June 10 through July 10, 2026.		
FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to approve Resolution No. 26-1745, authorizing eh Mayor to execute an Interlocal Agreement with the Seattle Police Department for supplemental law enforcement services during the 2026 FIFA World Cup.		
RECORD OF COUNCIL ACTION		
Meeting Date	<i>Action</i>	<i>Vote</i>
June 2, 2026		

RESOLUTION NO. 26-1745

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF BLACK DIAMOND, WASHINGTON, AUTHORIZING
THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT
WITH THE SEATTLE POLICE DEPARTMENT FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES
DURING THE 2026 FIFA WORLD CUP**

WHEREAS, the City of Black Diamond recognizes the importance of supporting regional public safety efforts during large-scale events; and

WHEREAS, the Seattle Police Department is coordinating law enforcement operations for the 2026 FIFA World Cup events hosted in Seattle; and

WHEREAS, due to increased staffing demands associated with these events, SPD has requested supplemental law enforcement assistance from partnering agencies; and

WHEREAS, the City, through the Black Diamond Police Department, is qualified and willing to provide such supplemental law enforcement services on specified event dates; and

WHEREAS, the proposed interlocal agreement establishes terms for staffing, coordination, and reimbursement of actual costs, with total compensation not to exceed \$6,900; and

WHEREAS, the City Council has reviewed the terms of the proposed agreement and finds that entering into the agreement is in the best interest of the City and supports regional cooperation for public safety;

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, an interlocal agreement with the Seattle Police Department for supplemental law enforcement services during the 2026 FIFA World Cup.

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 2ND DAY OF JUNE, 2026.

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk



MEMORANDUM OF UNDERSTANDING

City of Black Diamond
Police Department
24301 Roberts Dr.
Black Diamond, WA 98010-9219

THIS AGREEMENT is made and entered into by and between the City of Seattle Police Department, hereinafter referred to as "SPD" and City of Black Diamond Police Department.

WHEREAS, the SPD has established MOUs to provide specialized on-duty police services and officer presence during the 2026 FIFA World Cup;

WHEREAS, Lumen Field (800 Occidental Ave S, Seattle, WA 98134), will be hosting the official 2026 FIFA World Cup matches on 6/15/26, 6/19/26, 6/24/26, 6/26/26, 7/1/26, and 7/6/26;

WHEREAS, 2026 FIFA World Cup "Fanfests" will be hosted at the Seattle Armory (305 Harrison St., Seattle, WA 98109), the Seattle Waterfront (1401 Alaskan Way, Seattle, WA 98101), Victory Hall (1201 1st Ave S., Seattle, WA 98134), and Pacific Place (600 Pine St., Seattle, WA 98101). These four locations will be activated only on official match days;

WHEREAS, the Seattle Armory (305 Harrison St., Seattle, WA 98109) will be hosting the only officially staffed watch party and will be activated on non-match days;

WHEREAS, current staffing levels and competing security/traffic events throughout the city have impacted SPD's ability to adequately staff all requested events during this event window,

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the scope of work contained herein, or as attached and made a part hereof, the parties hereto agree as follows:

IT IS THEREFORE MUTUALLY AGREED THAT:

City of Black Diamond Police Department has agreed to partner with SPD to provide this one-time support for the specific event(s) on this specific date(s), detailed as follows:

Match Days	Staffing (FTE/Rank)	Tentative Assignment & Locations
06/24/2026	1 Officer	
07/01/2026	1 Chief	
07/06/2026	1 Officer and 1 Chief	

Unless otherwise noted, rollcall will be 5 hours prior to kickoff and will conclude 3 hours after end of assigned match. Total shift length is estimated at 10 hours. Posts will be assigned through collaboration with the assigned SPD and City of Black Diamond Police Department commanders.

In the event the MOU requires a change in scope or an increase in cost beyond the amount agreed to, the SPD and the city of Black Diamond Police Department shall agree to any such changes in writing prior to the commencement of Services requiring the change in the scope or cost increase.

TERM OF AGREEMENT

This Agreement shall begin June 10, 2026, and terminates July 10, 2026. This agreement may be modified and continued by amendment, for work beyond this date, by mutual agreement of the parties.

PAYMENT

SPD will pay for the City of Black Diamond Police Department for work covered in the Scope of Work for actual costs incurred by City of Black Diamond Police Department. The funding limit shall not exceed \$7,000 and shall reflect the Parties' best estimate of the cost of work to be accomplished under this Agreement. SPD shall not be obligated for any expenditure in excess of the funding limit unless prior written authorization is received. Actual amounts reimbursed under this Agreement shall be based on actual costs incurred by City of Black Diamond Police Department. In no event, shall any Party be paid for costs that are not documented pursuant to the requirements of this Agreement.

SPD will pay City of Black Diamond Police Department pursuant to the following provisions, unless otherwise agreed in writing:

1. City of Black Diamond Police Department shall submit to SPD an invoice for Services performed no later than thirty (30) calendar days following the last date on which the Services were performed. Invoice shall include a summary of total costs billed to date and contain accurate and adequate back-up documentation. Any request for payment for work billed later than forty-five (45) calendar days after its completion shall not be eligible for payment.
2. Unless otherwise directed, City of Black Diamond Police Department shall submit invoices and appropriate supporting materials to:
Seattle Police Department
To: spdap@seattle.gov (Fiscal Unit)
cc: stephanie.provido@seattle.gov (Administrative Manager)
cc: sonya.roberts@seattle.gov (Grant Manager)
3. City of Black Diamond Police Department agrees to submit a final bill to SPD within thirty (30) calendar days after the end date of this Contract and will label the invoice "FINAL BILL."
4. Funding Source:

FEDERAL AWARD INFORMATION		
GRANT AWARD TITLE: FY 2026 FWCGP Assistance Listing Number 97.160		
FEDERAL AWARD ID #	SUBRECIPIENT NAME UEI NUMBER	FUNDS OBLIGATED FOR THIS AGREEMENT
EMW-2026-WC-05005	CIYT OF BLACK DIAMOND XMNQBRKBZ9J3	\$7,000
FEDERAL AWARD DATE	SUBAWARD PERIOD OF PERFORMANCE START DATE	SUBAWARD PERIOD OF PERFORMANCE END DATE
03/18/2026	06/10/2026	07/10/2026
TOTAL GRANT AWARD COMMITTED TO THIS ENTITY	SUBAWARD BUDGET PERIOD START DATE	SUBAWARD BUDGET PERIOD END DATE
\$7,000	06/10/2026	07/10/2026
TOTAL FEDERAL FUNDS OBLIGATED TO THIS ENTITY	RESEARCH & DEVELOPMENT	INDIRECT COST RATE
\$7,000	N	N
FEDERAL AWARDDING AGENCY	PASS-THROUGH ENTITY	PASS-THROUGH AWARDDING OFFICIAL

US DEPARTMENT OF HOMELAND SECURITY	Seattle Police Department UEI: RGJ5CPK2YHK1	Sarah Smith Sarah.Smith@seattle.gov
AWARD PROJECT DESCRIPTION: The objective of the Federal Fiscal Year (FFY) 2026 FIFA World Cup (FY 2026 FWCGP) grant program is to provide targeted funding to enhance security and preparedness for the 2026 FIFA World Cup events hosted in the United States. It will provide Federal resources to help Host Cities in implementing the necessary security measures and strengthen capabilities required for this series of high-risk events. FWC grant funds will enhance the ability of local law enforcement, emergency responders, and public safety officials to prepare for, protect against, and respond to threats and emergencies during the World Cup matches. The Organization is a sub-recipient and Pass-through Entity of the FY 2026 FWCGPC Award Letter for Grant No. EMW-2026-W-05005 ("the Grant"). Which is incorporated in and attached hereto as Attachment C and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Organization for use of Federal award funds provided under this Agreement.		

MUTUAL INDEMNIFICATION AND HOLD HARMLESS

To the maximum extent allowed by law, City of Black Diamond Police Department shall protect, defend, indemnify, and save harmless the City, its officers, officials, and employees while acting within the scope of their employment, from any and all costs, claims, judgments, penalties, and/or awards of damages, arising out of or in any way resulting from City of Black Diamond Police Department intentional conduct, negligent acts or omissions in connection with activities conducted under this Agreement. To the maximum extent allowed by law, the City shall protect, defend, indemnify, and save harmless City of Black Diamond Police Department, its officers, officials, and employees while acting within the scope of their employment, from any and all costs, claims, judgments, penalties, and/or awards of damages, arising out of or in any way resulting from the City's intentional conduct, negligent acts or omissions in connection with activities conducted under this Agreement.

Each Party agrees that its obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, 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 a Party incurs any judgment, award, and/or cost arising there from, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. This indemnification shall survive the termination of this Agreement.

INSURANCE

The City of Black Diamond Police Department is self-insured and a member of a liability pool which includes coverage for professional liability, among other categories of coverage, in adequate quantity to protect against legal liability arising out of contract activities. City of Black Diamond Police Department shall provide evidence of its status as a self-insured entity meeting these requirements within fifteen (15) calendar days of the execution of this Agreement. Upon request by City, Recipient must describe its financial condition and the self-insured/liability pool funding mechanism. City, or any other third party, need not be named as additional insureds under the self-insurance/liability pool coverage policies as said policies prohibit City of Black Diamond Police Department from naming third parties as additional insureds. City of Black Diamond Police Department shall give City thirty (30) calendar days' advance notice of any self-insurance or liability pool cancellation or non-renewal.

TERMINATION

Either party may terminate this Agreement without recourse by the other party upon written notice to terminate. Notice of termination shall be given by the party terminating this Agreement to the other, not fewer than fifteen (15) business days prior to the effective date of termination.

AGENCY CONTACTS

Contact between the Parties regarding Agreement administration will be between the representatives of each Party or their designee as follows:

City of Black Diamond Police Department	Seattle Police Department
Name: Chief Jamey Kiblinger	Name: Ofc. Jonathan Chin
Phone: 360-851-4450	Phone: 206-617-4041
Email: jkiblinger@blackdiamond.wa.gov	Email: jonathan.chin@seattle.gov

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the latest day and year written below.

CITY OF BLACK DIAMOND POLICE DEPARTMENT SEATTLE POLICE DEPARTMENT

Name: _____ **Date**
Title:

Sarah Smith Date
Chief Operating Officer

Attachment A – Federal Award Document



Seattle

Police Department

Chief Jamey Kiblinger
Black Diamond Police Department
25510 Lawson St
Black Diamond, WA 98010

NOTICE OF CONSENT

Chapter 89, Washington Laws of 1985, Regular Session became effective on July 1, 1985. Under subsection 1 of section 7 of that Act, general authority law enforcement officers with appropriate training certificates (or exemption therefrom) may enforce criminal or traffic laws any place in the state "upon the prior written consent of the sheriff or chief of police in whose primary territorial jurisdiction the exercise of the powers occurs."

In accordance with Chapter 89, section 7 (1) and RCW 10.93, I hereby consent to the full exercise of peace officer powers, within the City of Seattle, by any and all properly certificated or exempted officers of your agency acting within the course and scope of their duties as peace officers. Any liability or claim of liability which arises out of the exercise or alleged exercise of authority by any officer of the authorized agency under Chapter 89 and RCW 10.93 and pursuant to this Notice of Consent is the responsibility of that agency unless the liability is otherwise allocated under a written agreement between the authorized agency and another agency.

This consent is intended to remain in effect until later modified or cancelled in writing by me or my successor(s) in office, and supersedes any other letter on the same subject. This consent is not intended to reallocate, under section 4 of Chapter 89 and RCW 10.93, the responsibility of the authorized agency for the acts or omissions of its officers acting under color of law. The authorized agency is subject to any reasonable reporting requirements now in effect or hereafter imposed by this agency.

A handwritten signature in blue ink that reads "Shon G. Barnes".

Shon Barnes
Chief of Police
Seattle Police Department

Date: 05/11/2026

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Ordinance establishing a nonexclusive, ten-year telecommunications franchise with Forged Fiber 37, LLC	Agenda Date: June 2, 2026	
	AB26-061	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Hal Hart	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): N/A	Public Works – Scott Hanis	X
Fund Source: --	Court – Judge Swain/Tawnya Parks	
Timeline: 10-year agreement		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Proposed Ordinance		
SUMMARY STATEMENT: Forged Fiber 37 (FF37), a wholly-owned subsidiary of AT&T and sometimes referred to as Quantum Fiber from AT&T recently acquired Lumen Technologies' fiber internet business. FF37 reached out to the City to negotiate a non-exclusive franchise agreement for FF37 to install, construct, maintain, repair, and operate a fiber optic telecommunications system within the City right-of-way (ROW). The franchise agreement lays out the rights of FF37 to be in the City ROW but also the limitations, such as the rights of the City to alter the ROW, including the City's water, sewer, and stormwater utilities. The franchise agreement will not exempt FF37 from needing to obtain ROW permits to perform their work within the City ROW and are required to restore the ROW to a condition "as good or better" than it was before. Per RCW 35A.47.040, code cities like Black Diamond cannot adopt or pass a franchise agreement on the day of its introduction nor for five days thereafter. Adoption can only happen during a regular Council meeting. This agreement was introduced on May 19, 2026 and is now ready for adoption on June 2, 2026. FISCAL NOTE (Finance Department): FF37 submitted a deposit of \$5,000 to cover attorney fees and staff time for the negotiation of this franchise agreement. Unused funds from the deposit, if any, will be returned to FF37.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Council introduction May 19 th . Recommends placement on consent agenda for the June 2 nd regular Council Meeting.		

RECOMMENDED ACTION: **MOTION to adopt Ordinance 26-1251, granting to Forged Fiber 37, LLC, a Delaware limited liability company, a nonexclusive telecommunications franchise to install, construct, maintain, repair, and operate a telecommunications system within the public rights-of-way; providing for severability; and establishing an effective date.**

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 19, 2026	None – 1 st Reading only	
June 2, 2026		

CITY OF BLACK DIAMOND, WASHINGTON

ORDINANCE NO. 26-1251

AN ORDINANCE OF THE CITY OF BLACK DIAMOND, WASHINGTON, GRANTING TO FORGED FIBER 37, LLC, A NONEXCLUSIVE TELECOMMUNICATIONS FRANCHISE TO INSTALL, CONSTRUCT, MAINTAIN, REPAIR, AND OPERATE A TELECOMMUNICATIONS SYSTEM WITHIN THE PUBLIC RIGHTS OF WAY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Forged Fiber 37, LLC, a Delaware limited liability company, (hereinafter “Franchisee”) has made application to the City to construct, install, maintain, repair, and operate a fiber optic telecommunications system with the public rights-of-way of the City; and

WHEREAS, Franchisee represents that it has the legal, technical, and financial qualifications to operate in the rights-of-way of the City as a telecommunications company within the meaning of Title 80 RCW; and

WHEREAS, based on representations and information provided by Franchisee, and in response to its request for the grant of a franchise, the City Council has determined that the grant of a nonexclusive franchise, on the terms and conditions herein and subject to applicable law, are consistent with the public interest; and

WHEREAS, the City is authorized by applicable law to grant nonexclusive telecommunications franchises within the boundaries of the City;

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

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- C. Description of Franchise Area
- D. Insurance Requirements
- E. Financial Security
- F. Contractor/Subcontractor Insurance Requirements

ARTICLE 1. DEFINITIONS.

For the purposes of this Franchise and the Exhibits attached hereto, the following terms, phrases, words, and their derivations where capitalized have the meanings given herein. Words not defined herein have the meaning given pursuant to the federal statutes, rules, or regulations that apply to and regulate the services provided by the Franchisee. Words not otherwise defined will be given their common and ordinary meanings. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word “shall” is always mandatory and not merely directory. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law, regulation, or rule referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision.

“Affiliate” when used in connection with Franchisee means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with Franchisee.

“City” means the City of Black Diamond, a municipal corporation organized as a non-charter code city, operating under the laws of the state of Washington.

“Construct” (and other forms of the word) means to construct, reconstruct, install, reinstall, align, realign, locate, relocate, adjust, affix, attach, remove, or support.

“Default” means any failure of a Party to keep, observe, or perform any of its duties or obligations under this Franchise beyond applicable notice and cure periods.

“Design Document(s)” means the plans and specifications for the Construction of the Facilities meeting the minimum applicable general plan submittal requirements for engineering services plan review as set forth in the City's Engineering Design and Construction Standards manual, illustrating and describing the refinement of the design of the Telecommunications System Facilities to be Constructed, establishing the scope, relationship, forms, size and appearance of the Facilities by means of plans, sections and elevations, typical construction details, location, alignment, materials, and equipment layouts. The Design Documents shall include specifications that identify utilities, major material and systems, Public Right-of-Way improvements, restoration, and repair, and establish in general their quality levels.

“Direct Costs” means all reasonable costs and expenses incurred by the City and directly related to a particular activity or activities, including by way of example:

- i. All costs and expenses of materials, equipment, supplies, utilities, consumables, goods, and other items used or incorporated in connection with and in furtherance of such activity or activities, and any taxes, insurance, and interest expenses related thereto, including costs for crews and equipment;
- ii. All costs and expenses of labor inclusive of payroll benefits, non-productive time, and overhead for each of the labor classifications of the employees performing work for the activity and determined in accordance with the City's ordinary governmental

accounting procedures; and,

iii. All costs and expenses to the City for any work by consultants or contractors to the extent performing work for a particular activity or activities, including by way of example and not limitation, engineering, surveying, and legal services.

“Dispute” means a question or controversy that arises between the Parties concerning the observance, performance, interpretation, or implementation of any of the terms, provisions, or conditions contained in this Franchise or the rights or obligations of either Party under this Franchise.

“Effective Date” means and refers to that term as it is defined at Section 4.3.

“Emergency” means a sudden condition or set of circumstances that (a) significantly disrupts or interrupts the operation of Facilities in the Public Rights-of-Way and Franchisee's ability to continue to provide services if immediate action is not taken, or (b) presents an imminent threat of harm to persons or property if immediate action is not taken.

“Environmental Law(s)” means any federal, state, or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction, or common law pertaining in any way to the protection of human health or the environment, including, without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law.

“Facility” or “Facilities” means any part or all of the facilities, equipment, and appurtenances of Franchisee whether underground or overhead and located within the Public Rights-of-Way as part of the Franchisee's Telecommunications System, including, but not limited to, conduit, case, pipe, line, fiber, cabling, equipment, equipment cabinets and shelters, vaults, generators, conductors, poles, carriers, drains, vents, guy wires, encasements, sleeves, valves, wires, supports, foundations, anchors, transmitters, receivers, antennas, and signage.

“Franchise” means the grant, once accepted, giving general permission to the Franchisee to enter into and upon the Public Rights-of-Way to use and occupy the same for the purposes, and subject to the terms and conditions, authorized in this Ordinance.

“Franchisee” means Forged Fiber 37, LLC, and any of its Affiliates.

“Franchise Area” means collectively or individually the Public Rights-of-Way located within the area described in Exhibit “C”.

“Franchise Ordinance” means this Ordinance authorizing the Franchise.

“Hazardous Substance” means those substances that have been recognized as dangerous or potentially dangerous to health, welfare, or the environment by any federal, municipal, state, City, or other governmental or quasi-governmental authority, and/or any department or agency

thereof; those substances that use, or have as its component thereof or therein, asbestos or lead-based paint; petroleum oil and any of its fractions; and any other similarly dangerous substances that have been defined, listed, or regulated as dangerous or potentially dangerous to human health or the environment under any Environmental Law.

“Law(s)” means all present and future applicable laws, ordinances, rules, regulations, resolutions, environmental standards, orders, decrees, and requirements of all federal, state, and local governments, the departments, bureaus, or commissions thereof, or other governmental authorities, including the City acting in its governmental capacity. References to Laws shall be interpreted broadly to cover government actions, however nominated, and include Laws now in force or hereinafter enacted or amended.

“Noticed Party” means the Party in receipt of notice that it is in Default.

“Person” means and includes any individual, corporation, partnership, association, joint-stock-company, limited liability company, political subdivision, public corporation, taxing district, trust, or any other legal entity, but not the City or any Person under contract with the City to perform work in the Public Rights-of-Way.

“Party(ies)” means either the City or the Franchisee or both.

“Private telecommunications system” means a telecommunications system controlled by a person or entity for the sole and exclusive use of such person, entity, or affiliate thereof, including the provision of private shared telecommunications services by such person or entity. “Private telecommunications system” does not include a system offered for hire, sale, or resale to the general public.

“Public Rights-of-Way” means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle, or other public right-of-way, including any easement now or hereafter held by the City within the corporate boundaries of the City, as now or hereafter constituted, for the purpose of public travel, and over which the City has authority to grant permits, licenses, or franchises for use thereof, or otherwise has regulatory authority, excluding railroad rights-of-way, airports, harbor areas, buildings, parks, poles, and conduits, and excluding such similar facilities or property owned, maintained or leased by the City in its proprietary capacity.

“Public Works Director” means and refers to the Public Works Director for the City or his or her designee or such officer or person who has been assigned the duties of public works director by the Mayor.

“Regulatory Permit” means a permit issued under the regulatory authority of the City that provides specific requirements and conditions for Work to Construct Facilities within the Public Rights-of-Way and includes, by way of example and not limitation, a construction permit, building permit, street excavation permit, barricade permit, right-of-way permit, and clearing and grading permit.

“Remedy”, “Remediate”, and “Remedial Action” have the same meaning as these are given under the Model Toxics Control Act (Chapter 70.105D RCW) and its implementing regulations at Chapter 173-340 WAC.

“Section” means the numbered paragraphs contained within the articles of this Ordinance.

“Service” shall mean the service or services authorized to be provided by the Franchisee under the terms and conditions of this Franchise.

“Telecommunications Service” means the electronic transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points, for the purpose of providing internet access service. Telecommunications Service excludes radio and television audio and video programming services (as defined below). Radio and television audio and video programming services include cable service as defined in 47 U.S.C. Sec. 522(6), audio and video programming services delivered by commercial mobile radio service providers, as defined in section 20.3, Title 47 C.F.R., and over the air broadcast radio and television services.

“Transfer” means any transaction in which all or a portion of the Telecommunications System is sold, leased, or assigned (except a sale or transfer that results in removal of a particular portion of the Telecommunications System from the Public Rights-of-Way); or the rights and/or obligations held by the Franchisee under the Franchise are transferred, sold, assigned, or leased, in whole or in part, directly or indirectly, to another Person. A transfer of control of an operator shall not constitute a transfer as long as the same person continues to hold the Franchise both before and after the transfer of control.

“Telecommunications System” means collectively the Facilities that together with other facilities, appurtenances, and equipment of Franchisee or other Persons are used to provide Telecommunications Services.

“Work” means any and all activities of the Franchisee, or its officers, directors, employees, agents, contractors, subcontractors, volunteers, invitees, or licensees, within the Public Rights-of-Way to Construct the Facilities.

ARTICLE 2. FRANCHISE GRANT.

2.1 Public Right-of-Way Use Authorized. Subject to the terms and conditions of this Franchise, the City hereby grants to Franchisee a nonexclusive Franchise authorizing the Franchisee to Construct, maintain, repair, and operate Facilities in, along, upon, across, above, over, and under the Public Rights-of-Ways located within the Franchise Area.

2.2 Authorized Services. The grant given herein expressly authorizes Franchisee to use the Public Rights-of-Way to Construct, maintain, repair, and operate its Facilities as part of its Telecommunications System to provide Telecommunications Services. This authorization is limited and is not intended nor shall it be construed as granting Franchisee or any other Person

the right, duty or privilege to use its Facilities or the Public Rights-of-Way to provide Services not specifically authorized herein. This Franchise shall not be interpreted to prevent the City from lawfully imposing additional conditions, including additional compensation conditions, if authorized by applicable law for Franchisee's use of the Public Rights-of-Way for any undertaking other than to provide the Service specifically authorized by this Franchise.

2.3 No Rights by Implication. No rights accrue to the Franchisee by implication. Without limiting the foregoing and by way of example, this Franchise does not include, nor is it a substitute for:

2.3.1 Any other authorization required for the privilege of transacting and carrying on a business within the City that may be lawfully required by the Laws of the City;

2.3.2 Any Regulatory Permit required by the City for Public Rights-of-Way users in connection with operations on or in Public Rights-of-Way or public property; or

2.3.3 Any licenses, leases, easements, or other agreements for occupying any other property or infrastructure of the City or other Persons to which access is not specifically granted by this Franchise including, without limitation, agreements for placing devices on poles, on light standards, in conduits, in vaults, in or on pipelines, or in or on other structures or public buildings.

2.3.4 Any permits or other authorizations that may be required under the land use code and development regulations of the City for the construction of Facilities within a particular zoning district in the City, including, by way of example and not limitation, a conditional use permit or a variance.

2.4 Interest in the Public Right-of-Way/Release/Indemnity. This Franchise does not operate, nor may it be construed, to convey title, equitable or legal, in the Public Rights-of-Way. This Franchise shall be deemed to grant no more than those rights which the City may have the undisputed right and power to give. The grant given herein does not confer rights other than as expressly provided in the grant hereof and is subject to the limitations in applicable Law. Such right may not be subdivided or subleased to a person other than the Franchisee except as set forth in Section 2.8 below.

CITY DOES NOT WARRANT ITS TITLE OR PROPERTY INTEREST IN OR TO ANY FRANCHISE AREA NOR UNDERTAKE TO DEFEND FRANCHISEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.

Franchisee hereby releases City from any and all liability, cost, loss, damage or expense in connection with any claims that City lacked sufficient legal title or other authority to convey the rights described herein. In case of eviction of Franchisee or Franchisee's contractors by anyone owning or claiming title to, or any interest in the Franchise Area, City shall not be liable to Franchisee or Franchisee's contractors for any costs, losses or damages of any Party.

2.5 Rights Subordinate. Franchisee further acknowledges that Franchisee's rights under

this Franchise to Construct Facilities in the Franchise Area, are subject and subordinate to all outstanding rights and encumbrances on the City's Public Rights-of- Way.

2.6 Condition of Franchise Area. Franchisee has inspected or will inspect the Franchise Area described on the attached Exhibit C, and enters upon each portion of the Franchise Area with knowledge of its physical condition and the danger inherent in operations conducted in, on, or near any Franchise Area. Franchisee acknowledges that Hazardous Substances or other adverse matters may affect the Franchise Area that were not revealed by Franchisee's inspection.

CITY HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF THE FRANCHISE AREA, INCLUDING THE ENVIRONMENTAL CONDITION OF THE FRANCHISE AREA, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE PUBLIC RIGHT-OF-WAY, OR THE CONFORMITY OF ANY PART OF THE PUBLIC RIGHT-OF-WAY TO ITS INTENDED USES. CITY SHALL NOT BE RESPONSIBLE TO FRANCHISEE OR ANY OF FRANCHISEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PART OF THE PUBLIC RIGHT-OF-WAY WITHIN THE FRANCHISE AREA, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES, EXCEPT TO THE EXTENT ANY DAMAGES RELATING TO THE CONDITION, QUALITY, OR SAFETY OF ANY PART OF THE PUBLIC RIGHT-OF-WAY ARISE FROM THE CITY'S NEGLIGENCE OR WILLFUL MISCONDUCT.

2.7 Franchise Nonexclusive. This Franchise shall be nonexclusive. Subject to the terms and conditions of this Franchise, the City may at any time grant authorization to others to use the Public Rights-of-Way for any lawful purpose on terms and conditions that are competitively neutral and nondiscriminatory among similarly situated franchisees. No other Person holding a valid franchise has or will be granted superior rights to Franchisee to use and occupy the space within the Public Right-of-Way lawfully occupied by Franchisee Facilities, except as provided pursuant to Section 7.8 (Facility Relocation) hereof.

2.8 Transfer. Franchisee may Transfer this Franchise upon written notice to the City and transferee's written commitment, in substantially the form of the agreement attached hereto as Exhibit "B", delivered to the City, that transferee(s) shall thereafter be responsible for all obligations of Franchisee with respect to the Franchise and guaranteeing performance under the terms and conditions of the Franchise and that transferee(s) will be bound by all the conditions of the Franchise and will assume all the obligations of the Franchisee. Such a Transfer will relieve the Franchisee of any further obligations under the Franchise, including any obligations not fulfilled by Franchisee's transferee(s); however, the Transfer shall not in any respect relieve the Franchisee, or any of its successors in interest, of responsibility for acts or omissions, known or unknown, or the consequences thereof, occurring prior to the effective date of the Transfer. This Franchise may not be transferred without filing with the City the insurance certificates, security fund and performance bond (all of which are subject to approval in form and content by the City Attorney), as required pursuant to this Franchise and paying all Direct Costs to the City related to the Transfer.

Notwithstanding the foregoing, notice to the City shall not be required for a mortgage, hypothecation, or an assignment of Franchisee's interest in the Franchise in order to secure indebtedness.

Franchisee may, without the prior written notice to or consent of the City: (i) lease the Telecommunications System, or any portion thereof, to another Person; or (ii) offer or provide capacity or bandwidth in its Telecommunications System to another Person, so long as: (i) Franchisee at all times retains exclusive ownership over its Telecommunications System and remains responsible for Constructing its Facilities pursuant to the terms and conditions of this Franchise; (ii) Franchisee does not purport to grant rights to any such Person that are greater than any rights Franchisee has pursuant to this Franchise; (iii) such Persons acknowledges in writing that is not a third-party beneficiary of this Franchise; and (iv) no such Person uses the Telecommunications System for any purpose not authorized in this Franchise.

2.9 Street Vacation. If any Public Right-of-Way or portion thereof used by Franchisee is to be vacated during the term of this Franchise, unless as a condition of such vacation the Franchisee is granted the right to continue to occupy the vacated Public Right-of-Way, Franchisee shall, without delay or expense to City, remove its Facilities from such Public Right-of-Way and restore, repair, or reconstruct the Public Right-of-Way where such removal has occurred, and place the Public Right-of-Way in such condition as may be required by the City. Nothing herein is intended to operate as a waiver of Franchisee's right or entitlement under state law or City ordinance to receive notice of or to object to vacation of the Public Right-of-Way occupied by Franchisee Facilities.

2.10 Reservation of City Use of Public Rights-of-Way. Nothing in this Franchise prevents the City from constructing sanitary or storm sewers; grading, changing grade, paving, repairing, widening or otherwise altering any Public Right-of-Way; laying down, repairing or removing water mains; installing conduit or fiber optic cable; or making or allowing any other use of the Public Rights-of-Way.

ARTICLE 3. COMPLIANCE WITH LAWS/ORDER OF PRECEDENCE.

3.1 Alteration of Material Terms and Conditions. Subject to federal and State preemption, the material rights, benefits, obligations or duties as specified in this Franchise may not be unilaterally altered or impaired by the City through subsequent amendments to, or enactment of, any ordinance, regulation, resolution or other enactment of the City. Notwithstanding the foregoing, the City specifically reserves its right to make and enforce those Laws that are within the lawful exercise of the City's police power.

3.2 Compliance with Laws. Except as provided herein pursuant to Section 3.1, the Franchisee agrees to comply with all applicable Laws as now or hereafter in effect, and any lawful orders from regulatory agencies or courts with jurisdiction over Franchisee and its Facilities, or over the City and the Public Rights-of-Way.

3.3 Reservation of Rights/Waiver. The City expressly reserves all of its rights,

authority, and control arising from any relevant provisions of federal, State or local Laws granting the City rights, authority, or control over the Public Rights-of-way or the activities of the Franchisee.

3.4 Change in Form of Government. Any change in the form of government of the City will not affect the validity of this Franchise. Any governmental unit succeeding the City will, without the consent of Franchisee, succeed to all of the rights and obligations of the City provided in this Franchise.

ARTICLE 4. ACCEPTANCE.

4.1 Acceptance. Within thirty (30) days after the passage and approval of this Franchise by the City Council, this Franchise shall be accepted by Franchisee by filing with the City Clerk during regular business hours, three originals of this Franchise with its original signed and notarized written acceptance of all of the terms, provisions, and conditions of this Franchise in conformance with Exhibit “A”, together with the following:

4.1.1 Payment in readily available funds of the administrative costs for issuance of the Franchise in conformance with the requirements of Section 5.6.

4.1.2 Submission of proof of financial security in accordance with Section 5.3.

4.1.3 Submission of an insurance certificate in accordance with Section 5.2.

4.1.4 Payment of the costs of publication of this Franchise Ordinance in conformance with the requirements of Section 8.18.

In the event that the thirtieth day falls on a Saturday, Sunday, or legal holiday during which the City is closed for business, the Franchisee must file its written acceptance no later than the last business day before such Saturday, Sunday, or legal holiday.

4.2 Failure to Timely File Acceptance. The failure of Franchisee to timely file its written acceptance will be deemed a rejection by Franchisee of this Franchise, and this Franchise will then be void.

4.3 Effective Date: Term.

4.3.1 Effective Date. Except as provided pursuant to Section 4.2 of this Franchise, the Effective Date of this Ordinance and Franchise is 12:01 a.m. on the day following Franchisee's timely acceptance under Section 4.1. This Franchise and the rights, privileges, and authority granted hereunder and the relationship established hereby takes effect and will be in force from and after the Effective Date of this Ordinance for the term hereof.

4.3.2 Term. The term of this Franchise commences on the Effective Date for a period of ten (10) years (“Term”), unless sooner terminated, revoked, or rendered void. Upon expiration of the initial ten (10) year term, the Franchise will automatically renew for successive

one (1) year terms (each a “Renewal Term”), unless either Party notifies the other in writing of its intention to terminate the Franchise at the expiration of the then-current Term or Renewal Term. However, a notice of intent to terminate that is delivered within the final 90 days of the then-current Term or Renewal Term will not be effective until the end of the following Renewal Term.

4.4 Effect of Acceptance. By accepting the Franchise, the Franchisee:

4.4.1 Accepts and agrees to comply with and abide by all of the lawful terms and conditions of this Franchise;

4.4.2 Acknowledges and agrees that it has carefully read the terms and conditions of this Franchise; it unconditionally accepts all of the terms and conditions of this Franchise; it unconditionally agrees to abide by the same; it has relied upon its own investigation of all relevant facts; it has had the assistance of counsel; it was not induced to accept a Franchise; and, that this Franchise represents the entire agreement between the Franchisee and the City;

4.4.3 Warrants that Franchisee has full right and authority to enter into and accept this Franchise in accordance with the terms hereof, and by entering into or performing this Franchise, Franchisee is not in violation of its charter or by-laws, or any law, regulation, or agreement by which it is bound or to which it is subject; and

4.4.4 Warrants that the signatories for Franchisee hereto are authorized to sign the Franchise acceptance, and that the joinder or consent of any other party, including a court, trustee, or referee, is not necessary to make valid and effective the execution, delivery, and performance of this Franchise.

4.5 Effect of Expiration/Termination. Upon expiration, revocation, or termination of the Franchise without renewal or other authorization, Franchisee will no longer be authorized to operate the Facilities within the Franchise Area and shall, to the extent it may lawfully do so, cease operation of the Facilities. Forthwith thereafter, except as provided in this Section, or as otherwise provided by ordinance, Franchisee shall: (1) remove its Facilities from the Public Rights-of-Ways and restore the Public Rights-of-Way in accordance with Section 7.12.1 (Restoration of Public Rights-of-Way) hereof; (2) sell its Facilities to another entity authorized to operate Facilities within the Franchise Area (which may include the City) in accordance with the transfer provisions under Section 2.8; or (3) abandon any Facilities in place in the Public Rights-of-Way in accordance with Section 7.14 (Abandonment of Facilities).

ARTICLE 5. PROTECTION OF THE CITY AND PUBLIC.

5.1 Limitation of Liability.

5.1.1 INDEMNITY/RELEASE/DEFENSE. TO THE FULLEST EXTENT PERMITTED BY LAW, FRANCHISEE RELEASES, INDEMNIFIES, AND WILL DEFEND AND HOLD HARMLESS THE CITY AND THE CITY'S SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS (ELECTED OR APPOINTED), EMPLOYEES, AND

AGENTS (COLLECTIVELY, “INDEMNITEES”) FOR, FROM, AND AGAINST CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, REASONABLE ATTORNEYS' FEES, AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION, AND GOVERNMENTAL OVERSIGHT COSTS), ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY “LIABILITIES”) ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):

5.1.1.1 FRANCHISEE'S OCCUPATION AND USE OF THE PUBLIC RIGHT-OF-WAY;

5.1.1.2 FRANCHISEE'S OPERATION OF THE TELECOMMUNICATIONS SYSTEM;

5.1.1.3 ENVIRONMENTAL CONTAMINATION CAUSED BY, AGGRAVATED BY, OR CONTRIBUTED TO, IN WHOLE OR IN PART, BY FRANCHISEE OR ITS CONTRACTORS, SUBCONTRACTORS, OR AGENTS (BUT ONLY TO THE EXTENT OF SUCH AGGRAVATION OR CONTRIBUTION); AND

5.1.1.4 ANY ACT OR OMISSION OF FRANCHISEE OR FRANCHISEE'S CONTRACTORS, SUBCONTRACTORS, AGENTS AND SERVANTS, OFFICERS OR EMPLOYEES IN CONNECTION WITH WORK IN THE PUBLIC RIGHTS-OF-WAY.

THE ONLY LIABILITIES WITH RESPECT TO WHICH FRANCHISEE'S OBLIGATION TO RELEASE AND INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF AN INDEMNITEE OR FOR LIABILITIES FOR WHICH, BY LAW, THE INDEMNITEES CANNOT BE INDEMNIFIED.

This covenant of indemnification includes, but is not limited to, Liabilities arising (1) as a result of the negligent acts or omissions of Franchisee, its agents, servants, officers, or employees in barricading, instituting trench safety systems, or providing other adequate warnings of any excavation, construction, or work in any public Rights-of-Way or other public place in performance of work or services Permitted under this Franchise; and (2) solely by virtue of the City's ownership or control of the Public Rights-of-Way or other public properties occupied or used by Franchisee.

The fact that Franchisee carries out any activities under this Franchise through independent contractors does not constitute an avoidance of or defense to Franchisee's duties of defense and indemnification under this Section 5.1.

5.1.2 Tender of Defense. Upon written notice from the City, Franchisee agrees to assume the defense of any lawsuit, claim, or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this Franchise for which Franchisee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Franchisee shall pay all costs incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators'

fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments. Further, said indemnification obligations extends to claims that are not reduced to a suit and any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. The City has the right to defend and may participate in the defense of a claim and, in any event, Franchisee may not agree to any settlement of claims financially affecting the City without the City's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. If separate representation to fully protect the interests of both Parties is necessary, such as a conflict of interest between the City and the counsel selected by Franchisee to represent the City, Franchisee shall select additional counsel with no conflict with the City. Franchisee's indemnification obligations do not apply to any lawsuit, claim, or proceeding, including any settlement or compromise of a claim that is not reduced to a suit, if the City fails to provide timely notice and the delay causes prejudice to Franchisee's ability to defend the City, or if City enters into a settlement or compromise, or consents to entry of judgment, without Franchisee's prior written consent.

5.1.3 Refusal to Accept Tender. In the event Franchisee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the Parties agree to decide the matter), to have been a wrongful refusal on the part of Franchisee, then Franchisee shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this indemnification clause.

5.1.4 Title 51 Waiver. THE FRANCHISEE WAIVES IMMUNITY UNDER RCW TITLE 51 AND AFFIRMS THAT THE CITY AND THE FRANCHISEE HAVE SPECIFICALLY NEGOTIATED THIS PROVISION, AS REQUIRED BY RCW 4.24.115, TO THE EXTENT IT MAY APPLY.

5.1.5 Inspection. Inspection or acceptance by the City of any Work performed by Franchisee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification.

5.2 Insurance Requirements. See Attached Exhibit "D".

5.3 Financial Security. See Attached Exhibit "E".

5.4 Contractors/Subcontractors. Franchisee's contractors and subcontractors performing Work in the Public Rights-of-Way shall comply with all bond, indemnity, and insurance requirements as may be required by City code or regulations, or other applicable Law. If no such requirements are set forth in the City code or regulations, the Franchisee's contractors and subcontractors shall comply with the requirements set forth in attached Exhibit "F".

5.5 Liens. In the event that any City property becomes subject to any claims for mechanics', artisans', or materialmen's liens, or other encumbrances chargeable to or through Franchisee which Franchisee does not contest in good faith, Franchisee shall promptly, and in any event within thirty (30) days from receipt of written notice of such lien, cause such lien claim or

encumbrance to be discharged or released of record (by payment, posting of bond, court deposit, or other means), without cost to the City, and shall indemnify the City against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing such claim of lien or encumbrance. If any such claim or encumbrance is not so discharged and released, the City may pay or secure the release or discharge thereof at the expense of Franchisee after first giving Franchisee ten (10) business days' advance written notice of its intention to do so. Nothing herein shall preclude Franchisee's or the City's contest of a claim for lien or other encumbrance chargeable to or through Franchisee or the City, or of a contract or action upon which the same arose.

5.6 Financial Conditions.

5.6.1 Franchise Fees. During the term of this Franchise, if federal and/or state Law changes or the statutory prohibition or limitation upon assessment of Franchise fees be invalidated, amended, or modified allowing revenues derived by Franchisee from any Services provided by Franchisee using the Franchise Area to be subject to a Franchise fee or other fee in lieu of a Franchise fee that was otherwise prohibited or limited on the Effective Date, the City and Franchisee shall in good faith endeavor to negotiate a reasonable Franchise fee or other fee or other consideration in lieu of a Franchise fee, consistent with federal and/or state Law. The fee or other consideration shall be comparable to Franchise or similar fees received by the City, or other cities of comparable population or assessed property value, for other similar uses of the Public Rights-of-Way by similar users.

5.6.2 Reimbursement of Direct Costs of Application, Administration, and Amendment. Franchisee agrees to pay an application fee, pursuant to RCW 35.21.860, of \$5,000 to cover the City's legal and administrative costs for negotiation, review, and approval of this Franchise. Thereafter, Franchisee shall reimburse the City for the City's Direct Costs (as defined in Section 5.6.3, below) and the cost of negotiation, review, and approval of any amendments to this Franchise requested by or for the benefit of the Franchisee.

5.6.3 Reimbursement of Direct Costs of Design Review and Inspection. City approvals and inspections, as provided for in this Franchise, are for the sole purpose of protecting the City's rights as the owner or manager of the road Public Rights-of-Way and are separate and distinct from the approvals and inspections and fees that may be required pursuant to a Regulatory Permit. Therefore, Franchisee shall reimburse to the City, its Direct Costs of approvals and inspections, to the extent that such Direct Costs are not included in the costs for issuance of and compliance with a Regulatory Permit. Approvals and inspection, by way of example and not limitation, include review of design documents and inspection for compliance with the City's Engineering Design and Construction Standards and Design Document submittal. Nothing in this Franchise precludes the City from requiring Franchisee to pay applicable permit fees pursuant to chapter 12.04 of the Black Diamond Municipal Code and the City's fee schedule, as currently adopted or as later amended.

5.6.4 Franchisee Responsibility for Costs. Except as expressly provided otherwise in this Franchise, any act that Franchisee, its contractors, or subcontractors are required to perform under this Franchise shall be performed at their sole cost and expense.

5.6.5 Franchisee Work Performed by the City. Any work performed by the City that Franchisee has failed to perform as required pursuant to this Franchise and which is performed by the City in accordance with the terms of this Franchise, shall be performed at the cost and expense of the Franchisee. Franchisee shall be obligated to pay the Direct Costs to the City for performing such work.

5.6.6 Costs to be Borne by Franchisee. In addition to the Direct Costs referenced in section 5.6.2, above, Franchisee shall reimburse the City for all costs of publication of this Franchise, and any notices prior to any public hearing regarding this Franchise, contemporaneous with its acceptance of this Franchise.

5.6.7 Taxes and Fees. Nothing contained in this Franchise Agreement exempts Franchisee from Franchisee's obligation to pay any utility tax, business tax, or ad valorem property tax, now or hereafter levied, consistent with applicable law, against real or personal property within the City, or against any local improvement assessment imposed on Franchisee. Any fees, charges, and/or fines provided for in the City Municipal Code or any other City ordinance, whether pecuniary or in-kind, are separate from, and additional to, any and all federal, state, local, and City taxes as may be levied, imposed, or due from Franchisee.

5.6.8 Itemized Invoice. Upon request and as a condition of payment by the Franchisee of Direct Costs payable by Franchisee under this Franchise, City shall submit an itemized billing so as to specifically identify the Direct Costs incurred by the City for each project for which the City claims reimbursement.

5.6.9 Time for Payment. All non-contested amounts owing shall be paid within sixty (60) days of receipt of invoice, or itemized invoice if requested; provided that, in the event that an itemized invoice is not provided at the time of receipt of invoice and the City receives a request from Franchisee for an itemized invoice within thirty (30) days of receipt of invoice, such amounts shall be paid within sixty (60) days of receipt of the itemized invoice.

5.6.10 Overdue Payments. Any amounts payable under this Franchise by Franchisee which are not paid upon the due date thereof, shall bear interest at the lower of (x) the maximum interest rate allowed by law, and (y) a rate of twelve (12%) percent per annum.

5.6.11 Contesting charges. Franchisee may contest all or parts of amounts owed within sixty (60) days of receipt of any invoice. The City will investigate Franchisee's contest and will make appropriate adjustments to the invoice, if necessary, and resubmit the invoice to Franchisee. Franchisee shall pay any amounts owing as itemized in the resubmitted invoice which amounts shall be due within thirty (30) days of receipt of the resubmitted invoice. However, Franchisee does not waive its rights to further dispute resolution processes pursuant to Section 6.1 of this Franchise. Submittal of a dispute over amounts owing pursuant to Section 6.1 does not relieve the Franchisee of its obligation to pay amounts due under the resubmitted invoice.

5.6.12 Receivables. Either Party hereto may assign any monetary receivables due them under this Franchise upon notice to the other. However, (i) such assignment will not relieve

the assignor of any of its rights or obligations under this Franchise, and (ii) Franchisee shall have no such notice obligation with respect to any receivables other than those owed by the City.

ARTICLE 6. ENFORCEMENT AND REMEDIES.

Communication and Discussion. The Parties are fully committed to working with each other throughout the term of this Franchise and agree to communicate regularly with each other at all times so as to avoid or minimize Disputes. The Parties agree to act in good faith to prevent and resolve potential sources of conflict before they escalate into a Dispute. The Parties each commit to resolving a Dispute in an amicable, professional, and expeditious manner. The Parties further agree that in the event a Dispute arises, they will attempt to resolve the Dispute through good faith discussions between representatives of each Party. Each Party will exchange relevant information that will assist the Parties in resolving the Dispute.

6.1 Remedies. The Parties have the right to seek any and all remedies, in equity, at law, or in contract. Remedies are cumulative; the exercise of one will not foreclose the exercise of others. No provision of this Franchise bar either Party from seeking appropriate judicial relief.

Neither the existence of other remedies identified in this Franchise nor the exercise thereof bars or may be deemed to bar or otherwise limit the right of either Party to recover monetary damages, as allowed under applicable Law, or to seek and obtain judicial enforcement by means of specific performance, injunctive relief, or mandate, or to commence an action for equitable or other relief, and/or proceed against the other Party and any guarantor for all direct monetary damages, costs, and expenses arising from the Default and to recover all such damages, costs, and expenses, including reasonable attorneys' fees.

The City specifically does not, by any provision of this Franchise, waive any right, immunity, limitation, or protection otherwise available to the City, its officers, officials, City Council, Boards, commissions, agents, or employees under federal, State, or local law.

6.2 Right to Cure Default.

6.2.1 Notice. If a Party believes that the other Party is in default, such Party shall give written notice to the Noticed Party stating with reasonable specificity the nature of the alleged default. The Noticed Party shall have thirty (30) days, or such greater time as specified in the notice or such lesser time as specified in the event that there is an imminent threat of harm to the public health, safety or welfare resulting from the default, from the receipt of such notice to:

6.2.1.1 Respond to the other Party, contesting that Party's assertion that a Default has occurred; or

6.2.1.2 Cure the default; or

6.2.1.3 Notify the other Party that the Noticed Party cannot cure the default within the time provided in the notice, because of the nature of the Default. In the event the Default cannot be cured within the time provided in the notice, the Noticed Party shall promptly take all

reasonable steps to begin to cure the Default and notify the other Party in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the other Party may set a meeting to determine whether additional time beyond the time provided in the notice is indeed needed, and whether the Noticed Party's proposed completion schedule and steps are reasonable.

6.2.2 Time to Cure. When specifying the time period for cure, the Party giving notice shall take into account the nature and scope of the alleged Default, the nature and scope of the work required to cure the Default, whether the Default has created or will allow to continue an unsafe condition, the extent to which delay in implementing a cure will result in adverse financial consequences or other harm to the Party giving notice, and whether delay in implementing a cure will result in a violation of Law or Default of contract.

6.2.3 Failure to Cure. If the Noticed Party fails to promptly commence and diligently pursue cure of a Default to completion to the reasonable satisfaction of the Party giving notice and in accordance with the agreed upon timeline or the time provided for in the Notice of Default, then the parties may pursue any remedies available to them.

6.3 Termination/Revocation. In addition to the remedies available to the City as provided at Law, in equity, or in this Franchise, upon a Default without cure, the City may revoke this Franchise and rescind all rights and privileges associated with this Franchise in accordance with the following:

6.3.1 Notice. Prior to termination of the Franchise, the City shall give written notice to the Franchisee of its intent to revoke the Franchise. The notice shall set forth the exact nature of the Default. If Franchisee objects to such termination, Franchisee shall object in writing and state its reasons for such objection and provide any explanation.

6.3.2 Hearing. The City may then seek a termination/revocation of the Franchise in accordance with this Subsection.

6.3.2.1 The City's Hearing Examiner shall conduct a public hearing pursuant to BDMC 2.30 to determine if termination/revocation of the Franchise is warranted.

6.3.2.2 The City shall schedule a public hearing before the Hearing Examiner and issue a public hearing notice that shall establish the issue(s) to be addressed in the public hearing; provide the time, date, and location of the hearing; provide that the Hearing Examiner shall hear any Persons interested therein; and provide that the Franchisee shall be afforded fair opportunity for full participation, including the right to introduce evidence, to require the production of evidence, to be represented by counsel, and to question witnesses. The public hearing notice shall be provided to Franchisee in accordance with Section 8.13 hereof and public notice of the hearing shall be provided at least ten (10) days prior to the hearing, as provided under BDMC 2.30.100.

6.3.2.3 The Hearing Examiner shall issue a recommendation to the City Council within thirty (30) days following the close of the public hearing, and the City Council

shall make a decision upon the recommendation of the Hearing Examiner after a closed record hearing and within sixty (60) days following receipt of the recommendation of the Hearing Body/Officer. The decision of the City Council shall be final. The Parties recognize that a decision to terminate/revoke a Franchise is not a land use decision that is subject to appeal pursuant to the Land Use Petition Act (Chapter 36.70C RCW). Failure to render a decision within the required time period shall not be a basis for invalidation of the decision that is made. Any appeal to which the Franchisee may be entitled (e.g., constitutional or statutory writ of review) shall be filed within 30 calendar days of issuance of the final decision of the City Council.

6.3.3 Decision to Terminate. The City Council may consider one or more of the following when determining whether or not to terminate/revoke the Franchise based upon the material Default:

6.3.3.1 The history of repeated non-compliance by Franchisee with material terms and conditions of this Franchise;

6.3.3.2 Whether other remedies will achieve compliance with this Franchise;

6.3.3.3 Whether the Franchisee has acted in good faith;

6.3.3.4 Whether the acts or omissions that gave rise to the Default were willful or indifferent to the requirements that gave rise to the Default;

6.3.3.5 Whether the type of services provided by the Franchisee will be available to the general public through other providers;

6.3.3.6 Whether services provided by the Franchisee are essential public services or regulated utilities;

6.3.3.7 The impact or potential impact of the Default upon the public health, safety and welfare;

6.3.3.8 The economic risk the City is exposed to as a result of the Default;

6.3.3.9 Whether consent, permission, adjudication, an order or other authorization of a governmental agency or body, is required as a condition precedent to the City ordering the Franchisee to abandon or remove Facilities from the Public Rights-of- Way or to cease operations (temporarily or otherwise) of the Facilities.

6.3.3.10 Such other facts and circumstances that are relevant to the controversy that gave rise to the Default and/or to whether or not the continued presence and operation of the Franchisee Facilities with the Franchise Area will be harmful to the public health, safety or welfare.

6.4 Receivership. At the option of the City, subject to applicable law and lawful orders of courts of competent jurisdiction, this Franchise may be revoked after the appointment of a receiver or trustee to take over and conduct the business of Franchisee whether in a receivership, reorganization, bankruptcy, or other action or proceeding, unless:

6.4.1 The receivership or trusteeship is timely vacated; or

6.4.2 The receiver or trustee has timely and fully complied with all the terms and provisions of this Franchise and has remedied all defaults under the Franchise. Additionally, the receiver or trustee shall have executed an agreement duly approved by the court having jurisdiction, by which the receiver or trustee assumes and agrees to be bound by each and every term, provision, and limitation of this Franchise.

ARTICLE 7. CONDITIONS UPON USE OF PUBLIC RIGHTS-OF-WAY.

7.1 Regulatory Permit. If Franchisee has submitted an application for a Regulatory Permit to perform work in the Public Rights-of-Way, the City shall, to the extent practicable, consider such application contemporaneously with the design review requirements hereunder.

7.2 Submission/Approval of Design Documents.

7.2.1 Submission. At the time of application for a Regulatory Permit, or in the event that Franchisee seeks to alter or change the location of Facilities in a Franchise Area, Franchisee shall submit its Design Documents to the City for review and approval in accordance with the City's plan review process and Chapter 12.04, BDMC.

7.2.2 Use of Public Rights-of-Way. Within parameters reasonably related to the City's role in protecting the public health, safety, and welfare, and except as may be otherwise preempted by Law, the City may require that Facilities be installed at a particular time, at a specific place, or in a particular manner as a condition of access to the proposed Franchise Area and may deny access if Franchisee is not willing to comply with such requirements, and may require removal of any Facility that is not installed in compliance with the Standards (defined in Section 7.3 below) or which is installed without prior City approval of the time, place, or manner of installation.

7.2.3 Approval of Plans. Work may not commence without prior approval by the City of the Design Documents submitted by the Franchisee, which approval will not be unreasonably withheld, conditioned, or delayed. The City may review and approve the Franchisee's Design Documents with respect to:

7.2.3.1 Location/Alignment/Depth;

7.2.3.2 The manner in which the Facility is to be installed;

7.2.3.3 Measures to be taken to preserve safe and free flow of traffic;

7.2.3.4 Structural integrity, functionality, appearance, compatibility with and impact upon roadways, bridges, sidewalks, planting strips, signals, traffic control signs, intersections, or other facilities and structures in the Public Rights-of-Way;

7.2.3.5 Ease of future road maintenance, and appearance of the roadway;

7.2.3.6 Compliance with applicable Standards (as defined below) and codes; and

7.2.3.7 Compliance and compatibility with the City's comprehensive plan, six-year transportation plan, capital improvements plan, and regional transportation improvement plans.

7.3 Compliance with Standards/Codes. Except as may be preempted by federal or state Laws, all Facilities shall conform to and all Work shall be performed in compliance with the following “Standards” as now or may be hereafter revised, updated, amended, or re-adopted:

7.3.1 Standards for Public Works Engineering and Construction. The most current edition of the City Standards for Public Works Engineering and Construction as adopted from time to time by the City. This document includes the City's Engineering Design and Construction Standards Manual, Design Standards Detail, and appendixes, and the most recently City adopted edition of the Standard Specifications for Road, Bridge and Municipal Construction as prepared by the Washington State Department of Transportation (“WSDOT”) and the Washington State Chapter of American Public Works Association (“APWA”);

7.3.2 MUTCD. The Federal Highway Administration Manual of Uniform Traffic Control Devices (“MUTCD”);

7.3.3 Special Conditions. Generally applicable requirements and standards set forth as additional conditions in a Regulatory Permit;

7.3.4 City Regulations. City ordinances, codes, and regulations (e.g., Chapter 12.04 BDMC) establishing standards for placement of Facilities in Public Rights-of-Way, including by way of example and not limitation, the specific location of Facilities in the Public Rights-of-Way;

7.3.5 Other Regulatory Requirements. Applicable requirements of federal or state governmental authorities that have regulatory authority over the placement, construction, or design of Franchisee Facilities;

7.3.6 Industry Standards. All Facilities shall be durable and Constructed in accordance with good engineering practices and standards promulgated by the government and industry for placement, Construction, design, type of materials, and operation of Franchisee Facilities;

7.3.7 Safety Codes and Regulations. Franchisee Facilities and Work shall comply

with all applicable federal, State, and City safety requirements, rules, regulations, Laws, and practices. By way of illustration and not limitation, Franchisee shall comply with the National Electrical Safety Code and the Occupational Safety and Health Administration (OSHA) Standards; and

7.3.8 Building Codes. Franchisee Facilities and Work shall comply with all applicable City Building Codes.

7.4 Conditions Precedent to Work. Except as may be otherwise required by applicable City code, rule, regulation, or Standard, Franchisee shall comply with the following as a condition precedent to Work:

7.4.1 Regulatory Permits Required. Except in the event of an Emergency, prior to performing any Work in the Public Right-of-Way, Franchisee shall apply for, and obtain, in advance, such appropriate Regulatory Permits from the City as are required by ordinance or rule, including a Type B ROW Utility Permit as provided in Chapter 12.04 BDMC. Franchisee shall pay all generally applicable and lawful fees for the requisite City Regulatory Permits.

7.4.2 Compliance with Franchise. Franchisee shall be in material compliance with the Franchise.

7.5 Work in the Public Rights-of-Way.

7.5.1 Permit required. Pursuant to Chapter 12.04 BDMC, a permit will be required for any work performed in the Public Rights-of-Way. Restoration will be required per Section 7.12 and Chapter 12.04 BDMC.

7.5.2 Least Interference. Work in the Public Rights-of-Way shall be done in a manner that does not unnecessarily hinder or obstruct the free use of the Public Rights-of-Way or other public property and which causes the least interference with the rights and reasonable convenience of property owners, businesses, and residents along the Public Rights-of-Way. Franchisee Facilities shall be designed, located, aligned and Constructed so as not to disturb or impair the use or operation of any street improvements, utilities, and related facilities of City or City's existing lessees, licensees, permittees, franchisees, easement beneficiaries, or lien holders, without prior written consent of City or the Parties whose improvements are interfered with and whose consent is required pursuant to agreements with the City existing prior to the Effective Date.

7.5.3 Work Subject to Inspection. The City may observe or inspect the Construction Work, or any portion thereof, at any time to ensure compliance with applicable Regulatory Permits, this Franchise, applicable Law, the applicable approved Design Documents, the Standards, and to ensure the Work is not being performed in an unsafe or dangerous manner.

7.5.4 Notice to the Public. Except in the case of an Emergency, City retains the right to require the Franchisee to notify the public prior to commencing any significant planned Construction that Franchisee reasonably anticipates will materially disturb or disrupt public

property or have the potential to present a danger or affect the safety of the public generally.

7.5.5 Work of Contractors and Subcontractors. Franchisee's contractors and subcontractors performing Work in the Franchise Area shall be licensed and bonded in accordance with the City's and State's applicable regulations and requirements. Any contractors or subcontractors performing Work within the Public Rights-of-Way on behalf of the Franchisee shall be deemed servants and agents of the Franchisee for the purposes of this Franchise and are subject to the same restrictions, limitations, and conditions as if the Work were performed by Franchisee. It is Franchisee's responsibility to verify that contractors, subcontractors, or other Persons performing Work on Franchisee's behalf are familiar with the requirements of this Franchise and other applicable Laws governing the Work performed by them.

7.5.6 Emergency Permits. In the event that Emergency repairs are necessary, Franchisee shall perform such Work, provide such notices, and obtain Regulatory Permits in conformance with applicable Standards and Laws.

7.5.7 Stop Work. On notice from the City that any Work does not comply with the Franchise, the approved Design Documents for the Work, the Standards, or other applicable Law, or is being performed in an unsafe or dangerous manner as reasonably determined by the City, the non-compliant Work may immediately be stopped by the City pursuant to BDMC 8.02.090. The stop work order shall be in writing, given to the Person doing the Work and be posted on the Work site, indicate the nature of the alleged violation or unsafe condition; and establish conditions under which Work may be resumed. If so ordered, Franchisee shall cease and shall cause its contractors and subcontractors to cease such activity until the City is reasonably satisfied that Franchisee is in compliance. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable Law, may order Franchisee to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes in its reasonable discretion. The City has the right to inspect, repair and correct the unsafe condition if Franchisee fails to do so, and to reasonably charge Franchisee for the actual, reasonable costs incurred to perform such inspection, repair, or correction. Payment by Franchisee will be made in accordance with Section 5.6.9. The authority and remedy set forth herein in this section is in addition to, and not a substitute for, any authority the City may otherwise have to take enforcement action for violation of City Codes or Standards.

7.5.8 Discovery of Hazardous Substances/Indemnity. In the event that the Work of the Franchisee in, on, and upon the Franchise Area results in the discovery of the presence of Hazardous Substances (**"Discovered Matters"**) in, on, or upon the areas excavated or otherwise opened or exposed by Franchisee within the Franchise Area (the **"Excavated Areas"**), the Franchisee shall immediately notify the City and take whatever other reporting action is required by applicable Environmental Law as it relates to the Discovered Matters in the Excavated Areas.

In the event the Franchisee's Work, in, on or upon the Franchise Area within the Excavated Areas results in a release (as determined under applicable Environmental Laws) of Hazardous Substances which were, before such activities, confined to areas within the Excavated Areas, but which after such activities by Franchisee are released beyond the Excavated Areas, and if the release is caused by the Franchisee, then the Franchisee shall indemnify, defend, and hold the City

harmless from the costs of all necessary Remedial Actions which are required under the applicable Environmental Laws, to the extent of Franchisee's share of the liability for the release. Franchisee's liability for the release may, inter alia, be determined by a final non-appealable decision by a court of competent jurisdiction, or as provided in a final non-appealable administrative order issued by the Environmental Authority, or by a consent decree entered by Franchisee and the Environmental Authority.

7.6 Alterations. Except as may be shown in the Design Documents or Regulatory Permits approved by the City or the record drawings, or as may be necessary to respond to an Emergency, Franchisee, and Franchisee's contractors and subcontractors, may not make any material alterations to the Franchise Area, or permanently affix anything to the Franchise Area, without the City's prior written consent, which shall not be unreasonably withheld, delayed, or conditioned. Material alterations include, by way of example and not limitation, a change in the dimension or height of the above-ground Facilities. If Franchisee desires to change either the location of any Facilities or otherwise materially deviates from the approved design of any of the Facilities, Franchisee shall submit such change to the City in writing for its approval pursuant to Section 7.2 of this Franchise. Franchisee shall have no right to commence any such alteration until after Franchisee has received the City's approval of such change in writing, provided that City's approval shall not be unreasonably withheld, delayed, or conditioned.

7.7 General Conditions.

7.7.1 Right-of-Way Meetings. Subject to receiving advance written notice, Franchisee will make reasonable efforts to attend and participate in meetings of the City regarding Right-of-Way issues that may impact the Telecommunications System. The Franchisee designates William Soards to be the primary contact (via email William.soards@forgedfiber37.com) and will provide notice upon any changes.

7.7.2 Compliance Inspection. Franchisee's Facilities are subject to the City's right of periodic inspection upon at least ten (10) days' written notice, or, in case of an emergency, upon demand without prior notice, to determine compliance with the provisions of this Franchise or other applicable Law over which the City has jurisdiction. Franchisee shall respond to reasonable requests for information regarding its Telecommunications System as the City may from time to time issue in writing to determine compliance with this Franchise, including requests for information regarding the Franchisee's plans for Construction and the purposes for which the Facility is being constructed.

7.7.3 One Call. If Franchisee places Facilities underground, Franchisee shall, at its own expense, continuously be a member of the State of Washington one number locator service under Chapter 19.122 RCW, or an approved equivalent, and shall comply with all such applicable rules and regulations. The Franchisee shall locate and field mark its Facilities for the City at no charge.

7.7.4 Graffiti Removal. Within twenty (20) business days after notice from the City, Franchisee shall remove any graffiti on any part of its Telecommunications System, including, by way of example and not limitation, equipment cabinets. If the Franchisee fails to do

so within twenty (20) business days, in the City's discretion and subject to advance written notice to the Franchisee, the City may remove the graffiti and bill the Franchisee for the reasonable cost thereof.

7.7.5 Dangerous Conditions, Authority for City to Abate. Whenever Construction of Facilities has caused a condition that, in the reasonable opinion of the City Engineer, substantially impairs the lateral support of the adjoining Public Right-of-Way, street, or public place, or endangers the public, any utilities, or City-owned property, the City may reasonably require the Franchisee to take action to protect the Public Right-of-Way, the public, adjacent public places, City-owned property, streets, and utilities. Such action may include compliance within a prescribed time. In the event that the Franchisee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if Emergency conditions exist which require immediate action, the City may, to the extent it may lawfully do so, take such actions as are necessary to protect the Public Right-of-Way, the public, adjacent public places, City-owned property, streets, and utilities, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and the Franchisee shall be liable to the City for the reasonable costs thereof to the extent Franchisee is determined to be the cause of such condition.

7.7.6 No Duty. Notwithstanding the right of the City to inspect the Work, issue a stop work order, and order or make repairs or alterations, the City has no duty or obligation to observe or inspect, or to halt Work on, the applicable Facilities, it being solely Franchisee's responsibility to ensure that the Facilities are Constructed and operated in strict accordance with this Franchise, the approved Design Documents, the Standards, and applicable Law. Neither the exercise nor the failure by the City to exercise any right set forth in this Article 7 shall alter the liability allocation set forth in this Franchise.

7.7.7 Roadside Hazard. All of Franchisee's Facilities shall be kept by Franchisee at all times in a safe and hazard-free condition. Franchisee shall ensure that Facilities within the Public Rights-of-Way do not become or constitute an unacceptable roadside obstacle and do not interfere with or create a hazard to maintenance of and along the Public Rights-of-Way. In such event, the Franchisee shall take corrective action. In the event that the City reasonably determines that a Facility within the Public Rights-of-Way has become or constitutes an unacceptable roadside obstacle or may interfere with or create a hazard to maintenance of and along the Public Rights-of-Way, following written notice explaining with reasonable specificity the nature of any such matter and a reasonable opportunity to cure of not less than thirty (30) days, the Franchisee shall take corrective action; provided that, nothing herein shall relieve the Franchisee from keeping its Facilities at all times in safe and hazard-free condition.

Franchisee, at all times, shall employ the standard of care attendant to the risks involved and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public or to Franchisee's agents or employees. Franchisee, at its own expense, shall repair, renew, change, and improve its Facilities from time to time as may be necessary to accomplish this purpose. Franchisee shall use suitable barricades, flags, flaggers, lights, flares, and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle, or property by reason of such Work in or affecting such Public Rights-of-

Way or property. All excavations made by Franchisee in the Public Rights-of-Way shall be properly safeguarded for the prevention of accidents. Franchisee agrees to repair or remove surplus materials including excess wire within thirty (30) days upon prior written notice or actual notice by Franchisee.

7.7.8 Verification of Alignment/Depth. Upon the reasonable request and prior written notice, in non-Emergency situations at least sixty (60) days' notice by the City and in order to facilitate the location, alignment, and design of Public Improvements (defined below), Franchisee agrees to locate, and if reasonably determined necessary by the City, excavate and expose portions of its Facilities for inspection so that the location of same may be taken into account in the Public Improvement design; PROVIDED that, Franchisee shall not be required to excavate and expose its Facilities unless the Franchisee's record drawings and maps of its Facilities submitted pursuant to Section 7.11 of this Franchise are reasonably determined by the City to be inadequate for purposes of this paragraph.

7.8 Facility Relocation at Request of the City.

7.8.1 Public Improvement. The City may require Franchisee, at Franchisee's sole expense, to alter, adjust, relocate, or protect in place its Facilities within the Public Rights-of-Way when reasonably necessary for construction, alteration, repair, or improvement of any portion of the Public Rights-of-Way or the Construction of any public improvement or structure by any governmental agency acting in a governmental capacity for the public benefit for purposes of public welfare, health, or safety ("Public Improvements"). Such Public Improvements include, by way of example but not limitation, Public Rights-of-Way construction; Public Rights-of-Way repair (including resurfacing or widening); change of Public Rights-of-Way grade; construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, communication lines, or any other type of government-owned communications, utility or public transportation systems, public work, public facility, or improvement of any government-owned utility; and Public Rights-of-Way vacation. Franchisee's obligation to pay for relocation expenses under Section 7.8 includes all related design, engineering, labor, and material costs.

7.8.2 Alternatives. If the City requires Franchisee to relocate its Facilities, the City shall make a reasonable effort to provide Franchisee with an alternate location within the Public Right-of-Way. The Franchisee may, after receipt of at least sixty (60) days' written notice requesting a relocation of its Facilities, propose design alternatives that would mitigate or lessen the impact upon Franchisee's Facilities. The City shall provide a full and fair evaluation of such proposed design alternatives that, in the reasonable judgment of the City, would not impair, interfere with, or materially alter the scope, purpose or functioning of the Public Improvement and would not increase the anticipated public costs of the Public Improvement. If so requested by the City, Franchisee shall submit additional information to assist the City in making such evaluation. In the event that the City reasonably determines that it does not have available resources within the existing Public Improvement budget to fully and fairly evaluate Franchisee's proposal, the City shall not be obligated to further consider such proposal unless and until the Franchisee funds the additional costs to the City to complete its evaluation.

7.8.3 Notice. The City shall notify Franchisee in writing as soon as practicable of

the need for relocation and shall specify the date by which relocation shall be completed. Except in case of Emergency such notice shall be no less than one hundred and eighty (180) days. In calculating the date that relocation must be completed, City shall consult with Franchisee and consider the extent of Facilities to be relocated, the service requirements, and the construction sequence for the relocation, within the overall project construction sequence and constraints, to safely complete the relocation. Franchisee shall complete the relocation by the date specified, unless the City, or a reviewing court, establishes a later date for completion, after a showing by the Franchisee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements.

7.8.4 Coordination of Work. Franchisee acknowledges and understands that any delay by Franchisee in performing the Work to alter, adjust, relocate, or protect in place its Facilities within the Public Rights-of-Way may delay, hinder, or interfere with the work performed by the City and its contractors and subcontractors in furtherance of construction, alteration, repair, or improvement of the Public Improvement, and result in damage to the City and/or its contractors, including but not limited to, delay and disruption claims. Franchisee shall reasonably cooperate with the City and its contractors and subcontractors to coordinate such Franchisee Work to accommodate the Public Improvement project and project schedules to avoid delay, hindrance, or disruption of such project, but Franchisee will be financially responsible for damages or additional costs incurred by the City due to any delay, hindrance, or disruption of such City work.

7.8.5 Assignment of Rights. In addition to any other rights of assignment the City may have, the City may from time to time assign or transfer to its contractors or subcontractors its rights under Section 7.10 of this Franchise.

7.8.6 Reimbursement for Costs. Notwithstanding the cost allocation provisions set forth in this Franchise, Franchisee does not waive its right(s) to and shall be entitled to seek reimbursement of its relocation costs as may be otherwise specifically set forth and authorized by Law, including in statute. Further, if the City reimburses or pays the relocation costs of another telecom or cable (i.e. wired technology) franchisee for a given Public Improvement project, the City shall reimburse or pay Franchisee's relocation costs on the same basis.

7.9 Movement of Facilities for Others.

7.9.1 Private Benefit. If any alteration, adjustment, temporary relocation, or protection in place of the Telecommunications System is required solely to accommodate the Construction of facilities or equipment that are not part of a Public Improvement project, Franchisee shall, after at least one hundred eighty (180) days advance written notice, take action to effect the necessary changes requested by the responsible Person; provided that, (a) the Person requesting the same pays for the Franchisee's time, design, engineering, and material costs associated with the requested work; (b) the alteration, adjustment, relocation, or protection in place is reasonably necessary to accommodate such work; (c) Franchisee's services are not interrupted; and (d) such alteration, adjustment, or relocation is not requested for the purpose of obtaining a competitive advantage over the Franchisee.

7.9.2 Temporary Changes for Other Franchisees. At the request of any Person holding a

valid permit and upon at least sixty (60) days' advance written notice, Franchisee shall temporarily raise, lower, or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the Person making such request.

7.10 Movement of Facilities During Emergencies.

7.10.1 Immediate Threat. In the event of an unforeseen event, condition, or circumstance that creates an immediate threat to the public safety, health, or welfare, the City may require Franchisee to relocate, remove, replace, modify, or temporarily disconnect Franchisee's Facilities located in the Public Rights-of-Way at the expense of the Franchisee without regard to the cause or causes of the immediate threat.

7.10.2 Emergency. In the event of an Emergency, or where a Facility creates or is contributing to an imminent danger to health, safety, or property, the City retains the right and privilege to protect, support, temporarily disconnect, remove, or relocate any or all parts of the Telecommunications System located within the Public Rights-of-Way, as the City may determine to be reasonably necessary, appropriate, or useful in response to any public health or safety Emergency and charge the Franchisee for costs incurred.

7.10.3 Notice. During Emergencies the City shall endeavor to, as soon as practicable, provide notice to Franchisee of such Emergency at a designated Emergency response contact number, to allow Franchisee the opportunity to respond and rectify the problem without disrupting Telecommunications Service. If, after providing notice, there is no immediate response, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of the Telecommunications System located within the Public Rights-of-Way in accordance with this Section 7.10.

7.10.4 Limitation on Liability. The City shall not be liable for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City's actions under this Section except for damages caused by the negligence or willful misconduct of the City, its employees, contractors or subcontractors.

7.11 Record of Installations.

7.11.1 Map/Record Drawing of Telecommunications System. Upon request by the City, Franchisee shall search for and provide the City with the most accurate and available maps and record drawings in a form and content reasonably prescribed by the City reflecting the horizontal and vertical location and configuration of its Telecommunications System within the Public Rights-of-Way and upon City property in a format reasonably acceptable to the City. Franchisee shall provide the City with updated record drawings and maps within a reasonable period of time following receipt of written request. As to any such record drawings and maps so provided, Franchisee does not warrant the accuracy thereof and to the extent the location of the Telecommunications System is shown, such Telecommunications System is shown in its approximate location.

7.11.2 Maps/Record Drawings of Improvements. After Construction involving the locating or relocating of Facilities, the Franchisee shall provide the City with accurate copies of all record drawings and maps showing the horizontal and vertical location and configuration of all located or relocated Facilities within the Public Rights-of- Way. These record-drawings and maps shall be provided at no cost to the City and shall include hard copies and digital copies in a format reasonably specified by the City. As to any such record drawings and maps so provided, Franchisee does not warrant the accuracy thereof and to the extent the location of the Telecommunications System is shown, such Telecommunications System is shown in its approximate location.

7.12 Restoration of Public Rights-of-Way, Public and Private Property.

7.12.1 Restoration after Construction. Franchisee shall, after completion of Construction of any part of its Telecommunications System, leave the Public Rights-of- Way and other property disturbed thereby in as good or better condition in all respects as it was in before the commencement of such Construction. Franchisee agrees to promptly complete restoration work to the reasonable satisfaction of the City and in conformance with City Standards, including, by way of example and not limitation, backfilling and restoration requirements as set forth in City Standards.

7.12.2 Notice. If Franchisee's Work causes unplanned, unapproved, or unanticipated disturbance of or alteration or damage to Public Rights-of-Way or other public or private property, the Franchisee shall promptly notify the property owner within twenty-four (24) hours of such disturbance, alteration, or damage.

7.12.3 Duty to Restore. If Franchisee's Work causes unplanned, unapproved, or unanticipated disturbance of or alteration or damage to Public Rights-of-Way or other public property, it shall promptly remove any obstructions therefrom and restore such Public Rights-of-Way and public property to the reasonable satisfaction of the City and in accordance with City Standards.

7.12.4 Temporary Restoration. If weather or other conditions do not allow the complete restoration required by this Section 7.12, Franchisee shall temporarily restore the affected Public Right-of-Way or public property. Franchisee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

7.12.5 Survey Monuments. All survey monuments that are disturbed or displaced by any Work shall be referenced and restored, as per WAC 332-120, as the same now exists or may hereafter be amended, and all pertinent federal, state, and local standards and specifications.

7.12.6 Approval. The City Operations and Maintenance Superintendent, or designee, shall be responsible for observation and final approval of the condition of the Public Rights-of-Way and City property following any restoration activities therein. Franchisee is responsible for all testing and monitoring of restoration activities.

7.12.7 Warranty. Franchisee shall warrant any restoration work performed by

Franchisee in the Public Rights-of-Way or on other public property for two (2) years following completion of restoration, normal wear and tear and damage by casualty excepted, unless a longer period is required by applicable City Standards. If restoration is not satisfactorily and timely performed by the Franchisee, the City may, after prior written notice to the Franchisee, or without notice where the disturbance or damage may create an imminent risk to public health or safety, cause the repairs to be made and recover the reasonable cost of those repairs from the Franchisee. Franchisee shall pay the City for such costs in accordance with Section 5.6.9.

7.12.8 Restoration of Private Property. When Franchisee does any Work in the Public Rights-of-Way that affects, disturbs, alters, or damages any adjacent private property, it shall, at its own expense, be responsible for restoring such private property to the reasonable satisfaction of the private property owner.

7.13 Approvals. Nothing in this Franchise imposes any duty or obligation upon the City to determine the adequacy or sufficiency of Franchisee's Design Documents or to ascertain whether Franchisee's proposed or actual Construction is adequate or sufficient or in conformance with the Design Documents reviewed and approved by the City. No approval given, inspection made, review or supervision performed by the City pursuant to or under authority of this Franchise constitutes or may be construed as a representation or warranty express or implied by the City that such item reviewed, approved, inspected, or supervised, complies with applicable Laws or this Franchise or meets any particular Standard, code or requirement, or is in conformance with the approved Design Documents, and no liability may attach with respect thereto. City approvals and inspections as provided herein, are for the sole purpose of protecting the City's rights as the owner and/or manager of the Public Rights-of-Way and do not constitute any representation or warranty, express or implied, as to the adequacy of the design or Construction of the Facilities or Telecommunications System, suitability of the Franchise Area for Construction, or any obligation on the part of the City to insure that Work or materials are in compliance with any requirements imposed by a governmental entity. The City is under no obligation or duty to supervise the design, Construction, or operation of the Telecommunications System.

7.14 Abandonment of Facilities. If Franchisee intends to discontinue use or abandon its Telecommunications System or Facilities within the City, Franchisee must give written notice to the City of such intent. Unless otherwise agreed in writing by the City, Franchisee must then remove its abandoned Facilities by a date specified by the City and restore the Public Rights-of-Way in accordance with City Standards.

ARTICLE 8. MISCELLANEOUS.

8.1 Headings. Titles to articles and sections of this Franchise shall not affect the construction or interpretation of any part hereof.

8.2. Entire Agreement. This Franchise contains all covenants and agreements between the City and the Franchisee relating in any manner to the Franchise, use and occupancy of the Public Rights-of-Way, and other matters set forth in this Franchise. No prior agreements or understanding pertaining to the same, written or oral, are valid or of any force or effect, and the covenants and agreement of this Franchise may not be altered, modified, or added to except in

writing signed by the City and Franchisee and approved by the City in the same manner as the original Franchise was approved.

8.3 Incorporation of Exhibits. All exhibits annexed hereto at the time of execution of this Franchise or in the future as contemplated herein, are hereby incorporated by reference as though fully set forth herein.

8.4 Calculation of Time. Except where a period of time refers to “business days,” all periods of time referred to herein include Saturdays, Sundays, and legal holidays in the State of Washington, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday in the State of Washington, the period shall be extended to include the next day that is not a Saturday, Sunday, or legal holiday in the State of Washington; provided that, the Effective Date shall be determined as provided at Section 4.3 of this Franchise.

8.5 Time Limits Strictly Construed. Whenever this Franchise sets forth a time for any act to be performed by Franchisee, such time is of the essence, and any failure of Franchisee to perform within the allotted time may be considered a Default of this Franchise.

8.6 No Joint Venture. Nothing contained in this Franchise creates, or may be construed to create, any partnership, joint venture, or principal-agent relationship or other arrangement between Franchisee and the City. Neither Party is authorized to, nor may either Party, act toward third Persons or the public in any manner which would indicate any such relationship with the other. The Parties intend that the rights, obligations, and covenants in this Franchise and the collateral instruments be exclusively enforceable by the City and Franchisee, their successors, and assigns. No term or provision of this Franchise is intended to benefit any Person not a Party hereto, and no such Person has any right or cause of action hereunder, except as may be otherwise provided in this Franchise. Further, the Franchisee has no right or authority, express or implied, to assume or create any obligation or responsibility on behalf of or in the name of the City. Nothing in Section 8.6 may be construed to prevent an assignment as provided for at Sections 2.8 or 7.8.5 of this Franchise.

8.7 Approval Authority. Except as may be otherwise provided by Law or this Franchise, any approval or authorization required to be given by the City shall be given by the Public Works Director or by the Public Works Director's designee.

8.8 Binding Effect upon Successors and Assigns. All of the provisions, conditions, and requirements contained in this Franchise shall further be binding upon the heirs, successors, executors, administrators, receivers, trustees, legal representatives, transferees, and assigns of the Franchisee; and all privileges, as well as all obligations and liabilities of the Franchisee shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever the Franchisee is named herein.

8.9 Waiver. No failure by either Party to insist upon the performance of any of the terms of this Franchise or to exercise any right or remedy consequent upon a Default thereof, will constitute a waiver of any such Default or of any of the terms of this Franchise. None of the terms of this Franchise to be kept, observed, or performed by either Party, and no Default thereof, may

be waived, altered, or modified except by a written instrument executed by the injured Party. No waiver of any Default will affect or alter this Franchise, but each of the terms of this Franchise will continue in full force and effect with respect to any other then existing or subsequent Default thereof. No waiver of any default of the defaulting Party hereunder will be implied from any omission by the injured Party to take any action on account of such default if such default persists or is repeated, and no express waiver will affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers by the injured Party will not be construed as a waiver of a subsequent Default of the same covenant, term or conditions.

8.10 Severability. If any word, article, section, subsection, paragraph, provision, condition, clause, or sentence of this Franchise, or its application to any person or circumstance (collectively referred to as “Term”), is held to be illegal, invalid, or unconstitutional for any reason by any court or agency of competent jurisdiction, such Term declared illegal, invalid, or unconstitutional shall be severable and the remaining Terms of the Franchise shall remain in full force and effect unless to do so would be inequitable or would result in a material change in the rights and obligations of the Parties under the Franchise.

8.11 Signs. No signs or advertising are permitted in the Franchise Area except as may be required by Law or as may be required by the City for the protection of the public health, safety, or welfare, to the extent it has authority to do so.

8.12 Discriminatory Practices Prohibited. Throughout the term of this Franchise, Franchisee shall fully comply with all equal employment and nondiscrimination provisions of applicable Law.

8.13 Notice. Any notice required or permitted to be given hereunder shall be in writing, unless otherwise expressly permitted or required, and shall be deemed effective either (i) upon hand delivery to the person then holding the office shown on the attention line of the address below, or, if such office is vacant or no longer exists, to a person holding a comparable office, or (ii) or when delivered by a nationally recognized overnight mail delivery service, to the Party and at the address specified below, or (iii) upon receipt or refusal following its deposit with the United States Postal Service, first class and certified or registered mail, return receipt requested, postage prepaid, properly sealed and addressed as follows:

Franchisee's address:	Forged Fiber 37, LLC c/o AT&T 208 S. Akard Street Dallas, TX 75202-4206 Attn: Legal Department Re: Franchise Agreement – City of Black Diamond, WA
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the City's Address:	City of Black Diamond 24301 Roberts Drive Black Diamond, WA 98010
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Attention: City Administrator

The City and Franchisee may designate such other address from time to time by giving written notice to the other, but notice cannot be required to more than two addresses, except by mutual agreement.

8.14 Survival of Terms. Upon the expiration, termination, revocation, or forfeiture of the Franchise, the Franchisee shall no longer have the right to occupy the Franchise Area for the purpose of providing services authorized herein. However, the Franchisee's obligations under this Franchise to the City will survive the expiration, termination, revocation, or forfeiture of these rights according to its terms for so long as the Franchisee's Telecommunications System or any part thereof remains in whole or in part in the Public Rights-of-Way, or until such time as the Franchisee transfers ownership of all Facilities in the Franchise Area to the City or a third party, all as provided herein. Said obligations include, by way of illustration and not limitation, Franchisee's obligations to indemnify, defend, and protect the City, to provide insurance, to relocate its Facilities, to remove its Facilities following abandonment, and to reimburse the City for its costs to perform Franchisee's Work.

8.15 Force Majeure. In the event Franchisee is prevented or delayed in the performance of any of its obligations under this Franchise due to circumstances beyond its control or by reason of a force majeure occurrence, such as, but not limited to, acts of God, acts of terrorism, war, riots, civil disturbances, natural disasters, floods, tornadoes, earthquakes, severe weather conditions, employee strikes, and unforeseen labor conditions not attributable to Franchisee's employees, Franchisee will not be deemed in Default of provisions of this Franchise.

If Franchisee believes that circumstances beyond its control or by reason of a force majeure occurrence have prevented or delayed its compliance with the provisions of this Franchise, Franchisee shall provide documentation as reasonably required by the City to substantiate the Franchisee's claim. Franchisee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is reasonably satisfactory to the City; provided that, the Franchisee shall perform to the maximum extent it is able to perform and shall take reasonable steps within its power to correct such cause(s) in as expeditious a manner as possible, provided that the Franchisee takes prompt and diligent steps to bring itself back into compliance and to comply as soon as possible under the circumstances with the Franchise without unduly endangering the health, safety, and integrity of the Franchisee's employees or property, or the health, safety, and integrity of the public, Public Rights-of- Way, public property, or private property.

8.16 Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, whether in contract or in tort or both, is instituted to interpret or enforce any word, article, section, subsection, paragraph, provision, condition, clause, or sentence of this Franchise or its application to any person or circumstance, the prevailing Party is entitled to recover from the losing Party its reasonable attorneys, paralegals, accountants, and other experts fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as allowed by Washington law and as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided

by Law. This provision covers costs and attorneys' fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

8.17 Venue/Choice of Law. This Franchise shall be governed by, and construed in accordance with, the laws of the State of Washington without reference to its choice-of-law principles or doctrines. Any action brought concerning the interpretation, construction, or enforcement of this Franchise shall be initiated in the state or federal court located in King County, Washington, which shall be the exclusive venue for any disputes related to this Franchise.

8.18 Publication. This Ordinance, or a summary hereof, shall be published in the official newspaper of the City, the expense of which shall be borne by Franchisee, and will take effect and be in full force in accordance with Section 4.3 of this Ordinance.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND AT
A REGULAR MEETING THEREOF ON THE 2ND DAY OF JUNE, 2026.**

CITY OF BLACK DIAMOND

John Adler, Mayor

ATTEST/AUTHENTICATED:

Brenda L. Martinez, City Clerk

Approved as to form:

David Linehan, City Attorney

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

EXHIBIT “A”

(Acceptance of Franchise)

Franchise issued pursuant to City of Black Diamond Ordinance No. _____.

I, _____, am the _____, and am the authorized representative to accept the above-referenced Franchise on behalf of _____. In my capacity as _____, and not individually, I certify that this Franchise and all terms and conditions thereof are accepted by Forged Fiber 37, LLC, without qualification or reservation and that Forged Fiber 37, LLC unconditionally guarantees performance of all such terms and conditions.

DATED this _____ day of _____, 2026.

Forged Fiber 37, LLC

By: _____

Its: _____

Tax Payer ID# _____

STATE OF _____)
) ss
CITY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it as the _____ of Forged Fiber 37, LLC, to be the free and voluntary act of such corporation/individual for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2026.

(Signature of Notary)

Printed Name _____
Notary public in and for the state of _____,
residing at _____

My appointment expires _____

EXHIBIT “B”

(Form of Transfer Agreement)

THIS TRANSFER AGREEMENT (“Agreement”) is made this _____ day of _____, 20__, by and between:

1. PARTIES.

1.1 City of Black Diamond, a political subdivision of the state of Washington (“City”).

1.2 _____ (“Franchisee”).

1.3 _____ (“Transferee”).

RECITALS

WHEREAS the City has issued a single Franchise (the “Franchise”) to Franchisee, which was authorized on the ____ day of _____, _____, pursuant to Ordinance No. _____, and

WHEREAS Franchisee has reached an agreement with Transferee on a *(describe transaction, example. conveyance of benefited property)* _____ with Transferee, to *(example: acquire Franchisee facilities and equipment located in the Public Rights-of-Way)* _____, and

WHEREAS Franchisee and Transferee have requested that the City approve a transfer of the Franchise from Franchisee to Transferee, and

WHEREAS, as a result of the transfer of the Franchise, Transferee will assume all rights, duties, and obligations that Franchisee has under the Franchise, will be responsible for full compliance with the Franchise, and will meet or exceed all applicable and lawful federal, state, and local requirements, and

WHEREAS, relying on the representations made by the Transferee and Franchisee, the City, on the ____ day of _____, 20__, and the Franchise, approved the transfer upon the terms and conditions as stated herein;

NOW, THEREFORE, in consideration of the City's approval of the transfer, subject to the terms and conditions of this Agreement, THE PARTIES DO HEREBY AGREE as follows:

2. TRANSFER. Transfer of the Franchise shall be effective upon the following conditions precedent:

2.1 Receipt by the City of the fully executed acceptance of Franchise attached hereto as Exhibit B-1 together with all required certificates of insurance, security fund, and performance bond;

2.2 Payment to the City of the Transfer fees; and

2.3 The date of closing of the sale/conveyance of the property benefited by this Franchise and/or the Facilities located in the Franchise Area or upon a date as mutually agreed to by the City, Franchisee and Transferee as follows: _____

3. ACCEPTANCE OF FRANCHISE OBLIGATIONS.

3.1 The Franchisee and Transferee hereby accept, acknowledge, and agree that neither the proposed transaction between Franchisee and Transferee nor the City's approval of this Agreement diminishes or affects the existing and continuing commitments, duties, or obligations, present, continuing, and future, of the Franchisee and Transferee embodied in the Franchise.

3.2 Transferee and Franchisee agree that neither the transfer nor the City's approval of this Agreement and the resulting transfer in any respect relieves Franchisee, or any of its successors in interest, of any obligation or liability arising from acts or omissions occurring prior to the transfer of the Franchise, whether known or unknown, or the consequences thereof.

3.3 The transfer is not intended and may not be construed to authorize the Franchisee to take any position or exercise any right that could not have been exercised prior to the Transfer.

3.4 Notwithstanding anything to the contrary herein, Transferee shall not be responsible for any of Franchisee's financial liabilities and obligations under the Franchise or pursuant to the City code, rules, and regulations that accrued before the Transfer of the Franchise, and Franchisee shall not be responsible for any financial liabilities and obligations under the Franchise or pursuant to the City code, rules, and regulations that accrue on or after the Transfer of the Franchise.

3.5 The City waives none of its rights with respect to the Franchisee's or Transferee's compliance with the terms, conditions, requirements, and obligations set forth in the Franchise. The City's approval of this Agreement may in no way be deemed a

representation by the City that Franchisee is in compliance with all of Franchisee's obligations under the Franchise.

3.6 Franchisee and Transferee acknowledge and agree that the City's approval and acceptance of this Agreement and the resulting transfer is made in reliance upon the representations, documents, and information provided by the Franchisee and Transferee in connection with the request for Transfer.

4. MISCELLANEOUS PROVISIONS.

4.1 Conditions Precedent. The Agreement will be effective and binding upon the signatories once it has been signed by all signatories; provided that, within 30 days of execution of the Agreement by all of the signatories, Transferee has provided to the City the following: (1) all fees required for this Transfer, (2) its acceptance of the Franchise in substantially the form of the document attached hereto as Exhibit B-1; (3) its insurance certificate in conformance with the requirements of the Franchise; (4) a performance bond or cash deposit in conformance with the requirements of the Franchise.

4.2 Entire Agreement. The Agreement constitutes the entire agreement of the Parties with respect to the matters addressed herein. No statements, promises, or inducements inconsistent with the Agreement made by any Party are valid or binding, unless in writing and executed by all Parties.

4.3 Binding Acceptance. The Agreement binds and benefits the Parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors, and assigns, and the promises and obligations herein will survive the expiration date hereof. Any purported transfer of the Agreement is void without the express written consent of the signatories.

4.4 Severability. In the event that any provision of the Agreement is, to any extent, held to be invalid, preempted, or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective.

4.5 Defined Terms. Terms not defined in this Agreement have the same meaning as given in the Franchise.

4.6 Governing Law. The Agreement is governed in all respects by the laws of the state of Washington, without reference to its choice-of-law rules or doctrines.

4.7 Notice. Pursuant to Section 8.13 of the Franchise, Notices to Transferee shall be delivered to:

Transferee's address: **

And to:

**

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first written above.

CITY:

FRANCHISEE:

By: _____,
Mayor

By:
It's:
Title: _____

TRANSFeree:

By: _____
Title: _____

Tax Id. No. _____

TRANSFER EXHIBIT B-1
Acceptance of Franchise

Franchise issued pursuant to Ordinance No. _____ and accepted _____,
2026; Transfer authorized effective _____, ____ 20____.

I, _____, am the _____, and am the
authorized representative to accept the above-referenced Franchise on behalf of
_____. In my capacity as _____, and not individually, I certify
that this Franchise and all terms and conditions thereof are accepted by _____,
without qualification or reservation and that unconditionally guarantee(s) performance of all
such terms and conditions.

DATED this _____ day of _____, 20____

By: _____
Its: _____
Tax Payer ID# _____

STATE OF _____ SS
CITY OF _____

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

Dated this _____ day of _____

(Signature of Notary)

Print Name

Notary public in and for the state of
_____, residing at _____

My appointment expires: _____

EXHIBIT “C”

(Description of Franchise Area)

The area within the jurisdictional boundaries of the City of Black Diamond, Washington, and such additional areas as may be included in the jurisdictional boundaries of the City of Black Diamond, Washington, during the term of this Franchise.

EXHIBIT "D"

(Insurance Requirements)

1. General Requirement. Franchisee shall have adequate insurance at all times while Franchisee owns or operates Facilities in the Public Rights-of-Way, to protect the City against claims for death or injuries to Persons or damages to property or equipment which in any way relate to, arise from or are connected with the Work, the Facilities, or the activities of Franchisee, its employees, agents, representatives, contractors, subcontractors and their employees, within the Franchise Area.

2. Minimum Insurance Limits. The Franchisee shall maintain the following minimum insurance coverages and limits:

2.1 Commercial General Liability: insurance to cover liability, bodily injury, and property damage. The Commercial General Liability insurance shall be written on an occurrence basis, and shall provide coverage for any and all costs, including reasonable defense costs, and losses and damages resulting from personal injury, bodily injury and death, property damage, products liability and completed operations. Such insurance shall include broad form and blanket contractual coverage, including coverage for the Franchise as now or hereafter amended. Coverage must be written with the following limits of liability:

\$2,000,000 per occurrence,
\$4,000,000 general aggregate and
\$1,000,000 products/completed operations aggregate.

2.2 Automobile Liability: shall include owned, hired, and non-owned vehicles on an occurrence basis with coverage of at least \$2,000,000 per occurrence.

2.3 Workers Compensation Insurance: shall be maintained during the life of this Franchise to comply with statutory limits for all employees, and in the case any work is sublet, the Franchisee shall require its contractors and subcontractors similarly to provide workers' compensation insurance for all the employees. The Franchisee shall also maintain, during the life of this policy, employer's liability insurance with limits of \$1,000,000 each occurrence.

2.4 Excess or Umbrella Liability: \$5,000,000 each occurrence and \$5,000,000 policy limit.

3. Endorsements. Franchisee Commercial General Liability insurance policies are to contain, or be endorsed to contain, the following:

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

3.2 Franchisee, through policy endorsement, shall waive its rights of subrogation against the City for all claims and suits against the City for damage to Franchisee's property.

3.3 That the coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.4 The Franchisee's insurance shall include the City as an additional insured, to protect or insure as an additional insured, from and against Liabilities arising out of work performed in the Public Rights-of-Way under a grant of authority of the City.

3.5 The Franchisee's insurance shall include a requirement that the "railroad exclusion" be deleted or may include, in the alternative, ISO endorsement CG 24 17 or the equivalent.

3.6 The insurance coverages and limits provided herein shall not be canceled without thirty (30) days' prior written notice first being given to the City, with the exception that ten (10) days' notice shall be required for cancellation resulting from non-payment of premium. If the insurance is canceled or reduced in coverage, Franchisee shall provide a replacement policy.

4. Acceptability of Insurers. Each insurance policy obtained pursuant to this Franchise shall be issued by financially sound insurers who may lawfully do business in the State of Washington with a financial strength rating at all times during coverage of no less than an "A-" and in a financial size category of no less than "VII", in the latest edition of "Best's Rating Guide" published by A.M. Best Company. In the event that at any time during coverage, the insurer does not meet the foregoing standards, Franchisee shall give prompt notice to the City and shall seek coverage from an insurer that meets the foregoing standards. The City reserves the right to change the rating or the rating guide depending upon the changed risks or availability of other suitable and reliable rating guides.

5. Verification of Coverage. The Franchisee shall furnish the City with signed certificates of insurance and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement, evidencing the Automobile Liability, Commercial General Liability and Umbrella or Excess insurance of the Franchisee upon acceptance of this Franchise. The certificate for each insurance policy is to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificate for each insurance policy must be on standard forms or on such forms as are consistent with standard industry practices. The Franchisee hereby warrants that its insurance policies satisfy the requirements of this Franchise.

6. Deductible. Commercial General Liability Insurance policies and coverage required herein may include a deductible; provided, however, that if Franchisee elects to include any deductible, Franchisee shall itself directly cover, in lieu of insurance, any and all City Liabilities that would otherwise in accordance with the provisions of this Franchise be covered by Franchisee insurance if Franchisee elected not to include a deductible. Such

direct coverage by Franchisee shall be in an amount equal to the amount of Franchisee's actual deductible.

7. No Limitation. Franchisee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Franchisee or limit the liability of Franchisee to the coverage provided in the insurance policies or otherwise limit the City's recourse to any other remedy available at law or in equity.

EXHIBIT “E”

(Financial Security)

1. Performance Bond.

1.1 Franchisee shall provide to the City a faithful performance and payment bond in the initial amount of **\$50,000** to ensure the full and faithful performance of all of its responsibilities under this Franchise and applicable Laws, including, by way of example and not limitation, its obligations to relocate and remove its Facilities, to restore the Public Rights-of-Way and other property when damaged or disturbed, to reimburse the City for its Direct Costs and keeping Franchisee's insurance in full force.

1.2 The performance bond shall be in a form with terms and conditions reasonably acceptable to the City and reviewed and approved by the City Attorney.

1.3 The performance bond shall be with a surety with a rating no less than “A- VII” in the latest edition of "Bests Rating Guide," published by A.M. Best Company.

1.4 The Franchisee shall pay all premiums or costs associated with maintaining the performance and payment bond and shall keep the same in full force and effect at all times. If Franchisee fails to provide or maintain the bond, then the City, in its sole discretion, may require Franchisee to substitute an equivalent cash deposit as described below in lieu of the bond.

1.5 Franchisee's maintenance of the bond(s) shall not be construed to excuse unfaithful performance by Franchisee, or limit the liability of Franchisee to the amount of the bond(s), or otherwise limit the City's recourse to any other remedy available at law or in equity.

1.6 The amount of the bond may, in the reasonable discretion of the City, be adjusted by the City to take into account (1) cumulative inflation, (2) increased risk to the City, (3) the experiences of the Parties regarding Franchisee compliance with its obligations under the Franchise, and (4) issuance of Site Specific Permits for installation of new Facilities. Prior to adjusting the amount of the bond, the City shall provide reasonable notice to the Franchisee and an opportunity to provide comments, and the City shall review and consider such comments that are timely made.

2. Cash Deposit/Irrevocable Letter of Credit in Lieu of Bond.

Franchisee may, at its election substitute an equivalent cash deposit with an escrow agent approved by the City or an irrevocable letter of credit in form and content reasonably approved by the City Attorney, instead of a performance and payment bond. This cash deposit or irrevocable letter of credit shall ensure the full and faithful performance of all of Franchisee's responsibilities hereto under this Franchise and all applicable Laws. This

includes but, is not limited to, its obligations to relocate or remove its facilities, restore the Public Rights-of-Way and other property to their original condition, reimbursing the City for its costs, and keeping Franchisee's insurance in full force.

In the event that the Franchisee fails to cure a Default as provided in Section 6 of the Franchise, the City may, at its option, draw upon the cash deposit or letter of credit up to the amount of the City's costs incurred to cure Franchisee's default. Upon the City's cure of Franchisee's default, the City shall notify Franchisee in writing of such cure.

In the event that the City draws upon the cash deposit or letter of credit, Franchisee shall thereupon replenish the cash deposit or letter of credit to the full amount as specified herein or provide a replacement performance and payment bond.

EXHIBIT “F”

(Contractor/Subcontractor Insurance Requirements)

1. General Requirement. Prior to commencing and during the period of Work performed within the Franchise Area, Franchisee contractors and subcontractors (hereafter the “Contractors”) must have in place adequate insurance to protect the City against claims for death or injuries to Persons or damages to property or equipment which in any way relate to, arise from or are connected with this such Work.

2. Minimum Insurance Limits. The Contractors shall maintain the following minimum insurance coverages and limits:

2.1 Commercial General Liability: insurance to cover liability, bodily injury, and property damage. The Commercial General Liability insurance shall be written on an occurrence basis, , and shall provide coverage for any and all costs, including reasonable defense costs, and losses and damages resulting from personal injury, bodily injury and death, property damage, products liability and completed operations. Coverage must be written with the following limits of liability:

\$1,000,000 per occurrence,
\$2,000,000 general aggregate and
\$1,000,000 products/completed operations aggregate.

2.2 Automobile Liability: shall include owned, hired, and non-owned vehicles on an occurrence basis with coverage of at least \$1,000,000 per occurrence.

2.3 Workers Compensation Insurance: shall be maintained during the period of such Work to comply with statutory limits for all employees.

3. Endorsements. Commercial General Liability insurance policies are to contain, or be endorsed to contain, the following:

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

3.2 Contractor, through policy endorsement, shall waive its rights of subrogation against the City for all claims and suits.

3.3 That the coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.4 The Contractor's insurance shall name the City as an additional insured, to protect or insure as an additional insured, from and against Liabilities arising out of Work performed in the Public Rights-of-Way under a grant of authority of the City.

3.5 The Contractor's insurance shall include a requirement that the "railroad exclusion" be deleted or may include, in the alternative, ISO endorsement CG 24 17 or equivalent.

3.6 The insurance coverages and limits provided herein shall not be canceled without thirty (30) days written notice first being given to the City, with the exception that ten (10) days' notice shall be required for cancellation resulting from non-payment of premium. If the insurance is canceled or reduced in coverage, Franchisee shall provide a replacement policy.

4. Acceptability of Insurers. Each insurance policy required herein shall be issued by financially sound insurers who may lawfully do business in the State of Washington with a financial strength rating at all times during coverage of no less than an "A-" and in a financial size category of no less than "VII", in the latest edition of "Best's Rating Guide" published by A.M. Best Company. In the event that at any time during coverage, the insurer does not meet the foregoing standards, Contractor shall give prompt notice to the City and shall seek coverage from an insurer that meets the foregoing standards. The City reserves the right to change the rating or the rating guide depending upon the changed risks or availability of other suitable and reliable rating guides.

5. Verification of Coverage. The Franchisee shall furnish the City with Contractors' signed certificates of insurance and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement, evidencing the Automobile Liability, and Commercial General Liability policies of the Contractors. The certificate for each insurance policy is to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificate for each insurance policy must be on standard forms or on such forms as are consistent with standard industry practices.

6. No Limitation. Contractor's maintenance of insurance policies required herein shall not be construed to excuse unfaithful performance by Franchisee or limit the liability of Franchisee or contractor to the coverage provided in the insurance policies, or otherwise limit the City's recourse to any other remedy available at law or in equity.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Public Hearing for the 2027-2032 Six Year Transportation Improvement Program	Agenda Date: June 2, 2026	
	AB26-062	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev –Hal Hart	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
Cost Impact (see also Fiscal Note): Planning for various projects	Police – Chief Kiblinger	
Fund Source: Various	Public Works – Scott Hanis	X
Timeline: 2027-2032	Court – Judge Swain/Tawnya Parks	
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Proposed Six-Year TIP		
SUMMARY STATEMENT: The City is required to update its Six Year Transportation Improvement Program (TIP) per Revised Code of Washington (RCW) 35.77.010 and file the TIP with the Washington State Department of Transportation (WSDOT). Most grant programs require projects to be on the City's Six Year TIP. The City is required by State law to update the TIP prior to July 1st of each year. Public Hearing only. Adoption anticipated for the June 16th meeting. FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: Public hearing only.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
June 2, 2026		

City of Black Diamond 6 Year Transportation Improvement Plan 2027 - 2032



SUMMARY OF PROJECTS

RECURRING PROJECTS			
Project Name	Location	Cost	Year
Street Preservation Program	N/A	\$275,000/year; \$1,650,000 total	2027
Neighborhood Street Improvement Program	N/A	\$85,000/year; \$510,000 total	2027
Grant Matching for Street Projects Program	N/A	\$75,000/year; \$450,000 total	2027
CAPITAL PROJECTS			
1. Roberts Drive Reconstruction, Phase I, City Hall to Ginder Creek	City Hall to Ginder Creek	\$3,752,266	2027
2. SR 169 Sidewalk, Roberts Drive to James Street*	Roberts Dr. to James St.	\$780,000	2027
3. SR 169 & Park Street Crossing	SR 169 & Park St.	\$324,754	2027
4. Lawson Street/Botts Drive Intersection Improvements*	Lawson St./Botts Dr.	\$3,088,800	2027
5. Lawson Street & SR 169 Intersection Improvements*	Lawson St./SR 169	\$2,080,000	2028
6. Baker Street & SR 169 Intersection*	Baker St./SR 169	\$1,600,000	2028
7. Pipeline Road*	New east/west road between Lake Sawyer Rd. SE & SR 169	\$23,176,400	2028
8. Covington Creek Bridge	224th Ave SE, South of SE 297th St.	\$2,897,960	2028

9. Sawyer Woods Elementary Pedestrian Improvements, Ph. I	228th Ave. SE from SE 312th St. to SE 307th Pl.	\$4,102,733	2029
10. Arterial Paving – Multiple Locations	Lawson St. between 3rd Ave. & Newcastle Dr.; 216th Ave.	\$700,000	2029
11. Baker Street Sidewalk	Railroad Ave. to Lawson St.	\$750,000	2029
12. Lawson Connector/Lawson Parkway*	SR 169 to Lawson St.	\$15,600,000	2029
13. Lawson Street Sidewalk, Ph. II*	6th Ave. to Newcastle Dr.	\$1,040,000	2030
14. 216th Avenue SE Pedestrian Improvements	SE 288th St. to SE 292nd St.	\$800,000	2030
15. Roberts Drive Reconstruction Phase II, Ginder Creek to SR 169	Ginder Creek to SR 169	\$4,000,000	2030
16. North Connector*	SR 169 in north triangle south to Pipeline Rd. and Roberts	\$4,955,600	2030
17. SE 288th Street Sidewalk, Ph. I	216th Ave. SE to 224th Ave. SE	\$1,650,000	2031
18. Sawyer Woods Sidewalk, Ph. II	224th Ave. SE from SE 307th Pl. to SE 304th St.	\$2,240,000	2031
19. Railroad Ave. Traffic and Pedestrian Improvements	Railroad Ave. between the museum and bakery	\$1,230,000	2031
20. SE Connector*	Lawson St to SR 169	\$28,000,000	2031
21. 216th Avenue SE Pedestrian Improvements, Phase II	SE 293rd Pl to 219th Ave SE	1,020,000	2032
22. Downtown Pedestrian Bypass	Roberts/SR169 to Jones Lake Rd/SR 169	\$9,000,000	2032

23. Lake Sawyer Pedestrian Walkway, Ph. I	SE 297th/224th Ave. SE to SE 292 nd St./218th	\$530,000	2032
	Total	\$113,318,513	

Funded through developer mitigation and/or transportation impact fees

Street Preservation Program

Projected Year: Recurring 2027-2032

Location: Streets throughout the City, as well as 232nd Ave./Pl. SE between 29615 & end of public road (SE 302nd), and 228th Ave. SE/229th Ave. SE/229th Pl. SE/SE 292nd Pl, Railroad Ave, and gravel roadways.

Distance: N/A

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

Estimated Cost: \$275,000/year; \$1,650,000 total

Fund Source: Local City Funds



Neighborhood Street Improvement Program

Projected Year: Recurring 2027-2032

Location: Include Morgan Creek, Diamond Glen, and Rainier View. Other neighborhoods will be added in future years, as needed

Distance: N/A

Type of Improvement: Use for opportunities to provide asphalt overlays or other roadway treatments (chip seal, seal coating) in neighborhoods. This will allow the City to build funds to address deteriorating neighborhood streets throughout the City. These streets typically would not qualify for grant funding.

Estimated Cost: \$85,000/year; \$510,000 total

Fund Source: Local City Funds



Grant Matching for Street Projects Program

Projected Year: Recurring 2027-2032

Location: N/A

Distance: N/A

Type of Improvement: Use for grant applications to provide the required match.

Estimated Cost: \$75,000/year; \$450,000 total

Fund Source: Local City Funds

What is a matching grant?



A matching grant is a contingent grant awarded only if the receiving entity is able to put up (or independently raise) a sum equal to the amount provided by the granting entity.



Roberts Drive Reconstruction Phase I, City Hall to Ginder Creek (1)

Projected Year: 2027

Location: City Hall to Ginder Creek

Distance: .77 miles

Type of Improvement: Widening and overlay to accommodate shared bicycle path, sidewalks on the South side of the road from Morgan St. to Ginder Creek, street lighting, and stormwater improvements.

Estimated Cost: \$3,752,266

Fund Source: TIB Grant, Local City Funds



SR 169 Sidewalk, Roberts Drive to James Street (2)

Projected Year: 2027

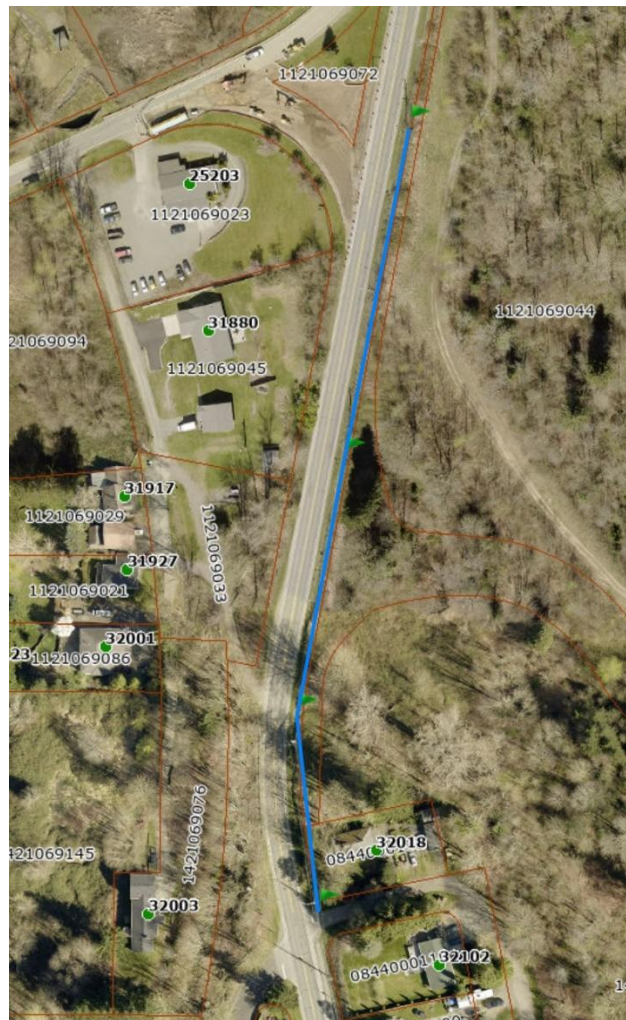
Location: SR 169 from Roberts Dr. to James St.

Distance: .20 miles

Type of Improvement: 6-foot-wide sidewalk on the west side of SR 169 between the future roundabout and James St.

Estimated Cost: \$780,000

Fund Source: Developer Mitigation



SR 169 & Park Street Crossing (3)

Projected Year: 2027

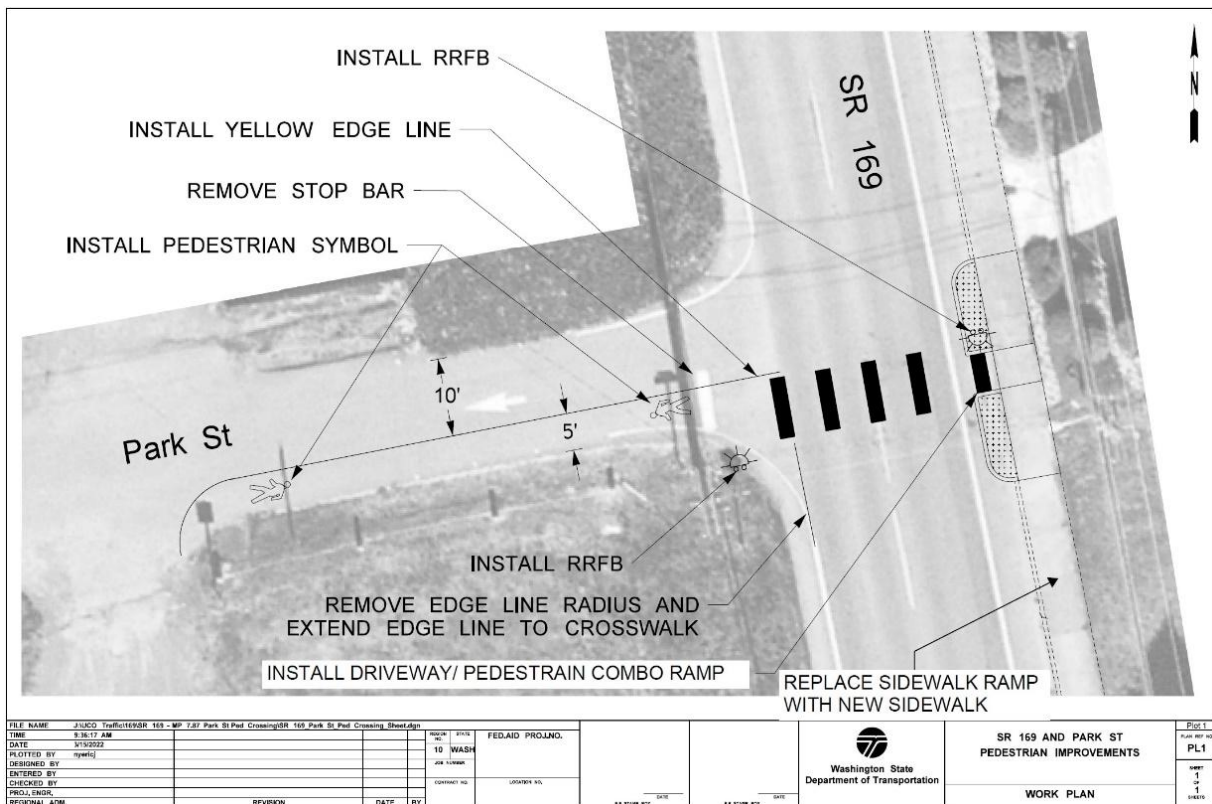
Location: SR 169 & Park St.

Distance: N/A

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

Estimated Cost: \$324,754

Fund Source: WSDOT Pedestrian & Bicycle Program Grant, local funds



Lawson Street/Botts Drive Intersection Improvements (4)

Projected Year: 2027

Location: Intersection of Lawson St. & Botts Dr.

Type of Improvement: Intersection controls for new intersection, including stop controls, and sidewalk. This project will realign Botts Dr. with the future Lawson Parkway

Estimated Cost: \$3,088,800

Fund Source: Grant Funds/Developer Mitigation



Lawson Street & SR 169 Intersection Improvements (5)

Projected Year: 2028

Location: Intersection of Lawson St. & SR 169

Distance: N/A

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

Estimated Cost: \$2,080,000

Fund Source: Developer Mitigation, Transportation Impact Fees



Baker Street & SR 169 Intersection Improvements (6)

Projected Year: 2028

Location: Intersection of Baker St. & SR 169

Distance: N/A

Type of Improvement: Same as project #12

Estimated Cost: \$1,600,000

Fund Source: Developer Mitigation, Transportation Impact Fees



Pipeline Road (7)

Projected Year: 2028

Location: Construction of new Pipeline Rd. between Lake Sawyer Rd. & SR 169

Distance: 1.5 miles

Type of Improvement: Construction of a new roadway with pedestrian facilities between SR 169 and Lake Sawyer Rd. SE.

Estimated Cost: \$23,176,400

Fund Source: Developer Mitigation, Transportation Impact Fees



Covington Creek Crossing (8)

Projected Year: 2028

Location: 228th Ave. SE from approximately 225' south of SE 297th St. to SE 296th St.

Distance: 0.07 miles

Type of Improvement: Replaces three failing culverts at Covington Creek and 224th Ave SE, along with associated grading and road improvements to match up roadways on the north and south. Alternative options are being studied.

Estimated Cost: \$2,897,960

Fund Source: King County Flood Control District Funds



Sawyer Woods Elementary Pedestrian Improvements, Ph. I (9)

Projected Year: 2029

Location: 228th Ave. SE from SE 312th St. to SE 307th Pl.

Distance: 0.30 miles

Type of Improvement: New sidewalk on the east side of 228th Ave. SE along with stormwater facilities, pedestrian lighting, and block walls.

Estimated Cost: \$4,102,733

Fund Source: Safe Routes to School Grant; local city funds



Arterial Paving – Multiple Locations (10)

Projected Year: 2029

Location: Lawson St. between 3rd Ave. & Newcastle Dr., and 216th Ave. SE between SE 288th St. & SE 296th St.

Distance: 0.70 miles

Type of Improvement: Asphalt overlays on City arterial streets.

Estimated Cost: \$700,000

Fund Source: TIB Arterial Preservation Program grants (limited to streets classified as arterials)



Baker Street Sidewalk (11)

Projected Year: 2029

Location: Railroad Ave. to Lawson St.

Distance: .21 mi

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

Estimated Cost: \$750,000

Fund Source: CDBG Grant, Local City Funds, Developer frontage improvements



Lawson Connector/Lawson Parkway (12)

Projected Year: 2029

Location: SR 169 to Lawson St.

Type of Improvement: New 36' wide minor arterial connection to SR 169 with pedestrian facilities, bike lanes, and street lighting.

Estimated Cost: \$15,600,000

Fund Source: Developer Funded, Transportation Impact Fees



Lawson Street Sidewalk, Ph. II (13)

Projected Year: 2030

Location: 6th Ave. to Newcastle Dr.

Distance: .19 miles

Type of Improvement: 6-foot wide sidewalk on the south side of Lawson St. along with crosswalks at 6th Ave. and Newcastle Dr.

Estimated Cost: \$1,040,000

Fund Source: Developer Mitigation; Grant funds



216th Avenue SE Pedestrian Improvements (14)

Projected Year: 2030

Location: SE 288th St. to SE 292nd St.

Distance: 0.20 miles

Type of Improvement: Sidewalk from SE 288th St. to Lake Sawyer Community Club and extending curb and markings from community club to SE 292nd St. for pedestrian facilities and preserve parking at businesses.

Estimated Cost: \$800,000

Fund Source: Local City Funds, TIB Grant



Roberts Drive Reconstruction Phase II, Ginder Creek to SR 169 (15)

Projected Year: 2030

Location: Roberts Dr between Ginder Creek and SR 169.

Distance: 0.15 miles

Type of Improvement: Widening and overlay to accommodate bicycle lanes, sidewalk on the South side of the road, street lighting, and stormwater improvements from Ginder Creek to SR 169. Ginder Creek culvert replacement and stream restoration.

Estimated Cost: \$4,000,000

Fund Source: Grant funds and local funds



North Connector (16)

Projected Year: 2030

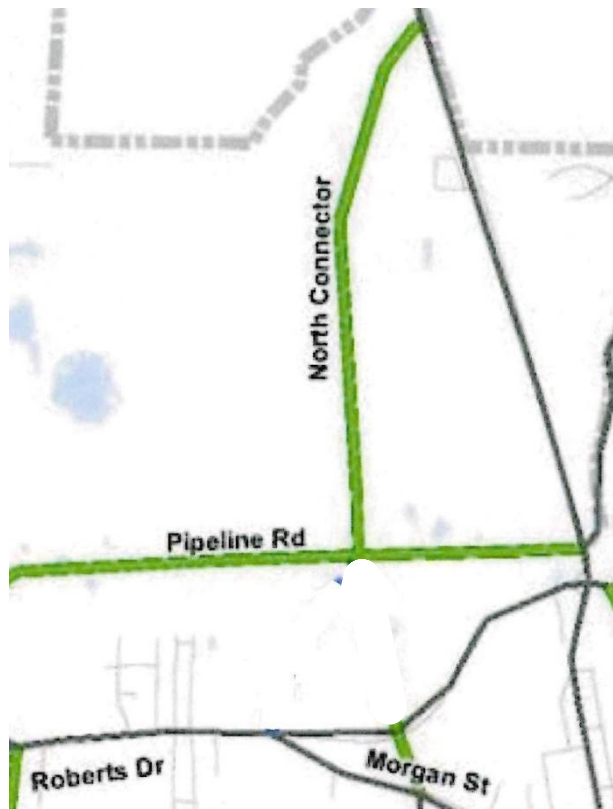
Location: SR 169 connection in the north triangle south to Roberts Dr.

Distance: .25 miles

Type of Improvement: New minor arterial connection to SR 169 with potential roundabout

Estimated Cost: \$4,955,600

Fund Source: Developer Funded, Transportation Impact Fees



SE 288th Street Sidewalk, Ph. I (17)

Projected Year: 2031

Location: SE 288th St. from 216th Ave. SE to 224th Ave. SE

Distance: 0.49 miles

Type of Improvement: New concrete sidewalk on the south side of the road.

Estimated Cost: \$1,650,000

Fund Source: Local City Funds



Sawyer Woods Elementary Pedestrian Improvements, Ph. II (18)

Projected Year: 2031

Location: 224th Ave. SE from SE 307th Pl. to SE 304th St.

Distance: 0.27 miles

Type of Improvement: New sidewalk on the east side of 224th Ave. SE along with stormwater facilities, block walls, and regrading portions of 224th to accommodate steep slopes on driveways.

Estimated Cost: \$2,240,000

Fund Source: Safe Routes to School Grant; TIB Grant; local city funds



Railroad Ave Traffic and Pedestrian Improvements (19)

Project Year: 2031

Distance: 0.12 miles

Type of Improvements: Overlay with pedestrian improvements to increase walkability in the downtown corridor.

Estimated Cost: \$1,230,000

Fund Source: Grant and local funds



SE Connector (20)

Project Year: 2031

Distance: 0.68 miles

Type of Improvements: Connection between Lawson Parkway and State Route 169.

Estimated Cost: \$28,000,000

Fund Source: Developer Funded



216th Avenue SE Pedestrian Improvements, Phase II (21)

Project Year: 2032

Distance: 0.30 miles

Type of Improvements: Extending sidewalk from SE 293rd Pl to 219th Ave SE for pedestrian facilities.

Estimated Cost: \$1,020,000

Fund Source: Grant and local funds



Downtown Pedestrian Bypass (22)

Project Year: 2032

Location: Roberts/SR169 to Jones Lake Rd/SR 169

Distance: 1.0 Miles

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

Estimated Cost: \$9,000,000

Fund Source: Grants, Park Funds, Local City Funds



Lake Sawyer Pedestrian Walkway, Ph. I (23)

Project Year: 2032

Location: SE 297th/224th Ave. SE to SE 292nd St./218th

Distance: 0.45 Miles

Type of Improvement: New protected shoulder pedestrian pathways.

Estimated Cost: \$530,000

Fund Source: Grant Funds, Local City Funds



CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing the Mayor to execute the City's written final plat approval for The Villages MPD, Ten Trails Mountain View 1B Mixed Use Divisions 1&2 Final Plat	Agenda Date: June 2, 2026	AB26-063
	Mayor – John Adler	
	City Administrator – Kevin O'Neill	
	City Attorney – David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Hal Hart	
	Finance – Xavier Mason	
	MDRT/Michelle Wright-Interim	X
	Police – Chief Kiblinger	
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note): None	Court – Judge Swain/Tawnya Parks	
Fund Source: n/a		
Timeline:		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Staff Report; Plat Map; Performance and Maintenance Bonds		
SUMMARY STATEMENT: The Villages (also referred to as “Ten Trails/Mountain View”) Mountain View 1B Mixed Use Div 1&2 is a 46-lot plat that was granted preliminary plat approval under City File Number PLN24-0050, pursuant to the Hearing Examiner’s December 3, 2024, decision. The plat is located within The Villages Master Planned Development Phase 1B, Mountain View and is zoned Master Planned Development (MPD). Richmond America Homes, have completed the preliminary plat requirements and now are requesting final plat approval. Staff has worked with the applicants to ensure preliminary requirements have been met. Staff’s written findings and recommendations for approval are documented in a Staff Report for City Council’s review. If the Council determines that the final plat conforms to all terms of the preliminary plat approval set forth by the Hearing Examiner and that adequate bonds have been posted, then by resolution, it shall accept staff’s written findings and authorizes The Mayor to execute the final plat approval by entering the City’s written approval on the face of the plat.		
FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 26-1746 approving the Final Plat for Ten Mountain View 1B Mixed Use Division 1&2 (PLN26 -0017).		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
June 2, 2026		

RESOLUTION NO. 26-1746

A RESOLUTION OF THE CITY OF BLACK DIAMOND, WASHINGTON, GRANTING APPROVAL OF THE FINAL PLAT FOR TEN TRAILS MOUNTAIN VIEW (F/K/A “THE VILLAGES”) 1B MIXED USE DIVISION 1&2

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

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

WHEREAS, in a decision dated December 3, 2024, the City’s Hearing Examiner granted Preliminary Plat Approval for the subdivision known as Ten Trails Mountain View 1B of The Villages MPD, processed under City File No. PLN24-0050; and

WHEREAS, has applied for final plat approval (File No. PLN26-0017) for Ten Trails Mountain View 1B Division 1&2, which lies within Ten Trails PP1A; and

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

WHEREAS, City staff and members of the Master Developer Review Team (“MDRT”) have reviewed the proposed final plat for Ten Trails Mountain View 1B Mixed Use Division 1&2 for compliance with all provisions of state law and the Vested Code, as well as all conditions imposed by the applicable MPD permit, the DA, the Hearing Examiner’s Preliminary Plat Approval, and the MPD Framework Design Standards and Guidelines (collectively, “Conditions of Approval”), and have prepared and provided to the City Council a Staff Report summarizing their findings in detail; and

WHEREAS, City staff and members of the MDRT, based on their review of the final plat application, recommend approval of Ten Trails Mountain View 1B Mixed Use Division 1&2 final plat, subject to Richmond American submission of adequate security to ensure the completion of the remaining work; and

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

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

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

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

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

Section 1. Final Plat Approval. The City Council finds, based on its review of the Staff Report and proposed final plat for Ten Trails Mountain View 1B Mixed Use Division 1&2, that all Conditions of Approval have been satisfied, or where they have not yet been satisfied, that adequate security has been or will be posted to ensure the full and prompt completion of all required improvements that have not yet been completed. Further, the City Council finds that the proposed subdivision conforms to applicable zoning ordinances and land-use controls of the City. Accordingly, the final plat for Ten Trails Mountain View 1B Mixed Use Division 1&2 is hereby approved on condition that Richmond American provides bonds, in a form and amount acceptable to the City, guaranteeing completion of all infrastructure improvements required by the Conditions of Approval that have not yet been completed.

Section 2. Authorization. Upon Richmond American's provision of the bond(s) described in Section 1, The Mayor is authorized to sign the final plat for Ten Trails Mountain View 1B Mixed Use Division 1&2, signifying the Council's approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF JUNE 2026.

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk



CITY OF BLACK DIAMOND

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

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

May 27, 2026

STAFF REPORT – PLN26-0017 Ten Trails MPD – Mountain View Mixed Use Divisions 1 and 2 Final Plat

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

Section I: Application Information

Staff Report Date: May 27, 2026

Name of Subdivision: Ten Trails Master Planned Development, Mountain View Mixed Use – Divisions 1 & 2

Number of Lots: 46 lots for residential development, 9 tracts for future development, and 10 tracts for landscape, pedestrian access, access, park, and utility uses.

Location: King County Parcel Numbers 857616-0010 and 857616-0020 in Black Diamond, WA 98010.

Zoning: Master Planned Development (MPD)

Comprehensive Plan Designation: Mixed Use with MPD Overlay

Land Owners: Richmond American Homes of Washington Inc. and CCC Black Diamond Partners LLC

Applicant: Richmond American Homes of Washington Inc.

Preliminary Plat Approval: The Ten Trails MPD Mountain View Mixed Use preliminary plat application, processed under City File Number PLN24-0050, was approved by the City's Hearing Examiner on December 3, 2024, subject to 33 conditions of approval. Compliance with the Mountain View Mixed Use preliminary plat conditions of approval is detailed in Section IV – Project Analysis of this Staff Report.

Final Plat Application: The City initially received an application for final plat approval on January 26, 2026, with the applicant providing revised final plat drawings and additional information to the City on April 13, April 29, and May 7. This final plat application includes Development Parcels V7 and V8 within the Ten Trails Master Planned Development.

Section II: Summary of Request

This application is for the final platting of Divisions 1 and 2 of the Mountain View Mixed Use plat within the Ten Trails MPD, which received preliminary plat approval in December 2024. This Mountain View Mixed Use Divisions 1 and 2 final plat application contains the following:

- 46 Residential Lots
 - Residential lot sizes range from 2,071 square feet (0.05 acres) to 2,338 square feet (0.05 acres).
- 19 Tracts
 - 9 tracts (Tracts 916-924) are identified for future development.
 - 10 tracts will be owned and maintained by the Ten Trails Residential Owners Association and will provide utility, landscape, pedestrian access, and park uses within the plat.
 - The total open space contained in this Mountain View Mixed Use Divisions 1 and 2 plat is 0.7 acres of passive open space (pocket park, landscape, and pedestrian access tracts). For more information, refer to the Open Space Table on Sheet 4 of the final plat.

Section III: Process

The applicant is required to receive preliminary plat approval prior to submittal and approval of a final plat. The Ten Trails MPD Mountain View Mixed Use preliminary plat was approved by the City's Hearing Examiner on December 3, 2024, subject to 33 conditions.

The applicant filed this final plat application for Divisions 1 and 2 of the Mountain View Mixed Use plat on January 26, 2026 for review by the City. The applicant provided revised final plat drawings and additional information to the City on April 13, April 29, and May 7. The final plat was reviewed by City Staff and MDRT consultants for compliance with applicable preliminary plat conditions of approval (see Section IV – Project Analysis below). This Staff Report provides written findings related to the Mountain View Mixed Use Divisions 1 and 2 final plat application and a recommendation to the City Council for final plat approval.

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

Section IV: Project Analysis

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

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

One paper copy shall be filed with the county assessor. Paper copies shall be provided to such other agencies as may be required by ordinance.”

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

The applicant submitted a preliminary plat application for Ten Trails MPD Mountain View Mixed Use Divisions 1 and 2 in compliance with the provisions of Black Diamond Municipal Code Chapter 17.12 under City File Number PLN24-0050. The application was approved by the Hearing Examiner on December 3, 2024, subject to 33 conditions of approval.

This final plat application complies with applicable conditions of approval established by the preliminary plat approval (refer to Section IV – Project Analysis: Compliance with Associated Conditions of Approval – The Mountain View Mixed Use Preliminary Plat Conditions of Approval (PLN24-0050) below).

The applicant has submitted final plat drawings in compliance with the provisions of Black Diamond Municipal Code Section 17.20 under this City File Number, PLN26-0017. The submitted final plat drawings include all required contents and standards (as established by BDMC 17.20.020), required surveys and monumentation (as established by BDMC 17.20.030), required certificates (as established by BDMC 17.20.040), and required improvements/bonds (as established by BDMC 17.20.050). Bonds are provided as Exhibit A of this Staff Report.

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

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

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

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

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

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

- Compliance with Associated Conditions of Approval

- **Ten Trails MPD Mountain View Mixed Use SEPA Environmental Review (PLN24-0051)**

The City of Black Diamond prepared a Mitigated Determination of Non-Significance (MDNS) for the Ten Trails MPD Mountain View Mixed Use Preliminary Plat application on October 31, 2024. The SEPA MDNS reviewed potential environmental impacts resulting from this Mountain View Mixed Use Preliminary Plat proposal specifically. The City determined this proposal would not have a probable significant adverse impact on the environment with the implementation of mitigation measures identified in the Determination. The mitigation measures imposed on the preliminary plat application were included as Condition of Approval #1-4 on the approval of the preliminary plat and were specific to on-site construction activities associated with the approved utility permit application for the development of the Mountain View Mixed Use plat. These requirements are not applicable to this final plat application. The environmental review for this proposal was processed under City File Number PLN24-0051.

- **Ten Trails MPD Mountain View Mixed Use Preliminary Plat Conditions of Approval (PLN24-0050)**

The following Ten Trails MPD Mountain View Mixed Use Preliminary Plat conditions of approval, as imposed by the Hearing Examiner's approval of the preliminary plat application, are not applicable to this final plat application:

Preliminary Plat conditions of approval #1 – 5, 7 – 9, 11, 14, 22 – 24, 26, 28, 29, 32

These conditions of approval are specific to on-site construction activities associated with the approved utility permit application (City File Number PUB25-0003) for the Mountain View Mixed Use plat.

The following Ten Trails MPD Mountain View Mixed Use Preliminary Plat conditions of approval (written verbatim) have been completed or bonded to the satisfaction of the City's Master Development Review Team, Community Development Department, and Public Works Department:

Preliminary Plat Condition #6: Infrastructure improvements shall be constructed as required by

The Villages Development Agreement Section 11: Project Phasing, applicable implementing project conditions of approval, and applicable SEPA Mitigation Measures.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The Approved MPD Statement on Sheet 3 of the final plat and Conditions for Final Plat Note #2 on Sheet 4 of the final plat binds all development and construction within the final plat to be consistent with the provisions of the MPD Permit and Development Agreement, including the construction thresholds established in Section 11 of the Development Agreement. This requirement will be enforced with subsequent building permit applications.*

Preliminary Plat Condition #10: All house addresses shall be viewable from a fire accessible and compliant roadway.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #14 on Sheet 4 of the final plat states this*

requirement. This requirement will be enforced at the time of building permit submittal for individual applications.

Preliminary Plat Condition #12: At the time of building permit application, structures will be required to either have required fire flow available or to have a fire sprinkler system installed to allow for a reduction in required fire flow.

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

Preliminary Plat Condition #13: All alleys shall be posted “No-Parking” with signage according to the International Fire Code. Provisions for enforcement of these no parking zones shall be defined and accepted by the Designated Official prior to final plat approval.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Signage plans showing “No-Parking” sign locations were reviewed in association with the utility permit submittal (PUB25-0003). The CCRs associated with this plat establish enforcement provisions in Sections 6.8, 11.1(c), 11.1 (e), and 8.5.7 of the Residential CC&Rs. The CCRs have been reviewed and approved by the City Attorney (Exhibit C).*

Preliminary Plat Condition #15: All easements shall be shown on the final plat.

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

Preliminary Plat Condition #16: Prior to final plat approval, the applicant shall submit Covenants, Conditions, and Restrictions (CCRs) for review and approval by the Designated Official.

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

Preliminary Plat Condition #17: The Master Developer shall comply with Exhibit Q (Maple Valley Transportation Mitigation Agreement) of TV DA.

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

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

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

Preliminary Plat Condition #19: Tracts 901 – 915 shall be owned and maintained by the Master Developer (M.D.) or Applicable Owners Association (A.O.A.).

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The Tract Areas table on Sheet 3 identifies that all tracts are granted and conveyed, including maintenance responsibilities, to the Ten Trails Residential Owners Association. Note that this requirement does not apply to Tracts identified for future development use (Tracts 916-924), as they do not provide uses that require ownership/maintenance considerations at this point.*

Preliminary Plat Condition #20: The proposed acreage of Development Parcel V8 relies on the approval of an associated Minor Amendment application to The Villages Development Agreement and MPD Site Plan (City File Number PLN24-0049). In the event that the Minor Amendment is not approved, a plat alteration will be required pursuant to Black Diamond Municipal Code Section 17.20.090(8) to reflect approved Development Parcel acreages and dwelling unit ranges.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The Minor Amendment for the Miner's Ridge Expansion Parcel (PLN24-0043) provided modifications to the MPD Development Agreement and MPD Site Plan, including the acreage amendment to Development Parcel V8 identified by this condition.*

Preliminary Plat Condition #21: Future uses designated as Neighborhood Commercial within the plat are subject to the criteria established in TV DA 4.7.2.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #15 on Sheet 4 of the final plat states this requirement. This condition will be administered in conjunction with subsequent development permit applications.*

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

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #16 on Sheet 4 of the final plat states this requirement. This condition will be administered in conjunction with subsequent building permit applications.*

Preliminary Plat Condition #27: Pursuant to TV DA Section 5.2.1(A), the minimum lot size for detached single-family residential development is 2,200 square feet. Residential lots with an area less than 2,200 square feet will be required to provide either attached single-family residential development or multi-family residential development.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Lot areas for each of the 46 residential lots created in this plat are listed on Sheet 3 of the final plat, and Conditions for Final Plat Note #11 on Sheet 4 states the square footage requirement. This condition will be administered in conjunction with subsequent building permit applications.*

Preliminary Plat Condition #30: A total of 73 Transfer of Development Rights (TDRs) are required for this application. Pursuant to TV DA 4.9, no final plats exceeding the Base Density of Phase 1B (established in TV DA Table 4-9) will be processed or approved until the Master Developer has acquired title to the needed TDRs and they have been assigned by the Master Developer to applicable Divisions of the plat.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Previous final platting activities for residential areas of Phase 1B (Phase 1B Plat A Preliminary Plat, City File Number PLN20-0107) has exceeded the Phase 1B Base Density, resulting in the requirement to apply TDRs for all subsequent residential platting activities. This final plat application requires the application of 46 TDRs to the subject property, one for each residential lot within this final plat. The remaining TDRs identified in this condition of approval will be required upon final plat application for the balance of the residential entitlement from the preliminary plat.*
The applicant submitted a Notice of Transfer of Development Rights on May 26, 2026, requesting the assignment of 46 TDRs from the applicant's trust account in the City's TDR Bank (Exhibit D).

Preliminary Plat Condition #31: Pursuant to BDMC Chapter 12.08, the authority to develop and administer a street naming and addressing policy guide rests with the Community Development Department. Accordingly, street names will be formally assigned in association with final plat review and submittal.

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

Preliminary Plat Condition #33: Absent additional traffic analysis and SEPA review, the commercial development for the MV Mixed Use Parcel is limited to that assumed in Exhibit 4, specifically, 25,000 square feet of office and 93,058 of retail, for a total of 118,058 square feet of commercial development across both Development Parcels V7 and V8.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. There is no commercial development proposed in association with this final plat application. This condition of approval will be applied upon development and/or platting activities for future development tracts (Tracts 916-924) that identify commercial development.*

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

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

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

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

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

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

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

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

The Ten Trails MPD Mountain View Mixed Use Divisions 1 and 2 final plat application complies with all applicable Sections of the approved Development Agreement for The Villages, as established through the review process of the preliminary plat application. In regard to Section 11 – Project Phasing, the following construction thresholds relating to this final plat approval have been completed or bonded for to the satisfaction of the City's Master Development Review Team, Community Development Department, and Public Works Department:

- The Villages MPD Community Connector (Ten Trails Parkway)

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

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

- The Ring Road (Willow Avenue SE)

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

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

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

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

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

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

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

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

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

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

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

- The Villages MPD Small Interim Wastewater Pumping Station

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

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

- The Villages MPD Interim Sewer Force Main

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

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

- The Interim Stormwater Pond and Infiltration Facility

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

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

- The Village Green (Park at Roundabout)

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

Staff Comment: *This project has been completed and approved by the City (PUB17-0034).*

- Civic Park in The Villages MPD

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

Staff Comment: *This project has been completed and approved by the City (PUB17-0009)*

- SR169 / Roberts Drive (Interim Improvement)

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

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

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

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

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

- SE 288th Street / 216th Avenue SE Rechannelization

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

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

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

Construction Threshold: Construction will occur prior to recording of Division 1 of Preliminary Plat 1A. The dual water main must be completed, tested, and in-service prior to the first occupancy permit being issued for a dwelling unit or commercial use within Preliminary Plat 1A.

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

- Roberts Drive Sidewalk/Safe Pedestrian Connection

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

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

- Satellite Fire Station

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

Staff Comment: *This siting, design, and construction of the satellite fire station has been completed and approved by the City.*

Section V: Staff Recommendation

Based on the information and materials provided in the Staff Report, the City's Community Development Department, Public Works Department, and Master Development Review Team have determined that the Ten Trails MPD Mountain View Mixed Use Divisions 1 and 2 Final Plat application meets all applicable requirements for final plat approval.

The City Staff recommends that the City Council adopt the findings in this report and **APPROVE** the Ten Trails MPD Mountain View Mixed Use Divisions 1 and 2 Final Plat, City File Number PLN26-0017.

_____ Date: _____

Michelle Wright, PE – MDRT Designated Official

_____ Date: _____

Dan Ervin, PE – MDRT Reviewing Engineer

_____ Date: _____

Alex Campbell, AICP – MDRT Reviewing Planner

Section VI: Exhibits

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

- Exhibit A: Completion and Maintenance Bond Forms for Ten Trails MPD Mountain View Mixed Use Divisions 1 and 2 Final Plat, prepared by David Evans and Associates on behalf of Oakpointe and reviewed by Varius, Inc – dated 05/08/2026
- Exhibit B: Final Plat Approval Letters, prepared by Varius, Inc., Parametrix, and Mountain View/Black Diamond Fire and Rescue – various dates
- Exhibit C: CC&R Review Memo, prepared by Madrona Law Group – dated 05/25/2026
- Exhibit D: Notice of DRC Transfer to Receiving Area, prepared by Oakpointe– dated 05/26/2026



March 5th, 2026

Michelle Wright
Interim MDRT Director
PO Box 599
Black Diamond WA 98010

Attn: Michelle Wright, Interim Director

RE: Mountain View Mixed Use Division 1 & 2 – Bond Review and Approval

Dear Michelle:

This letter is your certification, for use during Final Plat review and approval, that the Public Works Director has reviewed the proposed Maintenance and Performance Bond Worksheets for Mountain View Mixed Use Division 1 & 2 (PLN26-0017) and found the bond amounts acceptable to warrant the required work.

The Maintenance Bond Worksheets (4 worksheets total, dated January 22nd, 2026, and noted for PUB25-0003) include line items for the maintenance of the following completed work:

Item	Div 1	Div 2
Sewer System	\$30,121.28	\$208,500.00
Storm System	\$127,124.00	\$725,620.00
Water System	\$131,429.31	\$273,100.00
Roadway	\$68,700.30	\$109,160.00
Concrete	\$69,633.90	\$153,947.00
Landscape	\$16,380.00	
Subtotal	\$443,388.79	\$1,470,327.00
Total		\$1,913,715.79
25% Bond Amount		\$478,428.95

The value of the improvements listed is \$1,913,715.79. The **final bond amount of \$478,428.95** is derated to 25% of the actual maintenance costs in accordance with the Black Diamond Municipal Code.

The final Maintenance Bond amount for these items totals \$478,428.95

The Performance Bond Worksheets (2 worksheets total, dated January 22nd, 2026, and noted for PUB25-0003)) include line items for completion of the following uncompleted work:

Item	Div 1	Div 2
2" HMA		\$40,545.00
Landscape Plantings		\$123,194.08
Landscape Irrigation		\$67,525.00
Landscape Soil Amendments		\$67,507.50

landscape Amenities		\$10,550.00
Street Lighting		\$29,600.00
Striping and Signage	\$4,290.00	\$5,300.00
Final Asphalt Lift	\$35,059.50	
Subtotal	\$39,349.50	\$344,221.58
Total		\$383,571.08
150% Bond Amount		\$575,356.62

The bond worksheets are attached for reference.

The total amount of uncompleted work is \$383,571.08. In accordance with BDMC 14.04.360, a Performance Bond in the amount of 150% of the uncompleted work must be posted. **The final Performance Bond amount for these items totals \$575,356.62**

Please call or email if you need additional information.

Sincerely,



Daniel R. Ervin, P.E.

Varius Inc – Executive Vice President

Opinion of Probable Cost for Remaining Infrastructure

For:

Ten Trails - Mountain View Mixed Use - Division 2 (PUB25-0003)



Quantity and Cost per Unit Provided by: Goodfellow Bros., Inc. and TS Dance Construction

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

Job Number: OAKPCBDP6001

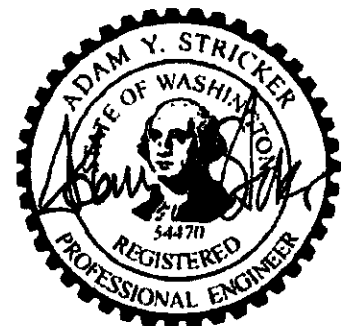
Date: January 22, 2026

Mountain View Mixed Use - Division 2	Amount
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2" Depth HMA (Roads and Drives Top Lift)	\$40,545.00
Landscape Plantings	\$123,194.08
Landscape Irrigation	\$67,525.00
Landscape Soil Amendments - topsoil, compost, mulch	\$67,507.50
Landscape Amenities - Benches, Trash Cans, etc	\$10,550.00
Street Lighting	\$29,600.00
Striping and Signage	\$5,300.00

Total

\$344,221.58



1/22/2026

Performance Cost Summary

For:

Ten Trails - Mountain View Mixed Use Division 1, MVMU D1 (PUB24-0074)



**DAVID EVANS
AND ASSOCIATES INC.**

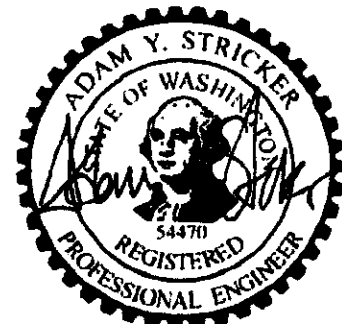
Quantity and Cost per Unit Provided by: Goodfellow Bros., Inc. (Edited by DEA)

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

Job Number: OAKPCBDP6001

Date: January 21, 2026

Mountain View Mixed Use Division 1, MVMU D1	Amount
Surface Improvements:	
- Final Asphalt Lift	\$35,059.50
- Striping	\$4,290.00
Total	\$39,349.50



1/22/2026

Maintenance Cost Summary

For:

Ten Trails - Mountain View Mixed Use Division 1, MVMU D1 (PUB24-0074)**DAVID EVANS
AND ASSOCIATES INC.**

Quantity and Cost per Unit Provided by: Goodfellow Bros., Inc. (Edited by DEA)

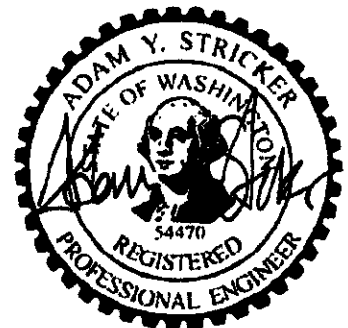
Cost Summary Provided by: David Evans and Associates, Inc.

Job Number: OAKPCBDP6001

Date: January 21, 2026

Mountain View Mixed Use Division 1, MVMU D1**Amount****Utilities:**

- Sewer System	\$30,121.28
- Storm Sewer	\$127,124.00
- Water System	\$131,429.31

Total**\$288,674.59****25% Bond Amount****\$72,168.65**

1/22/2026

Maintenance Cost Summary**For:****Ten Trails - Mountain View Mixed Use Division 1, MVMU D1 (PUB24-0074)****DAVID EVANS
AND ASSOCIATES INC.**

Quantity and Cost per Unit Provided by: Goodfellow Bros., Inc. (Edited by DEA)

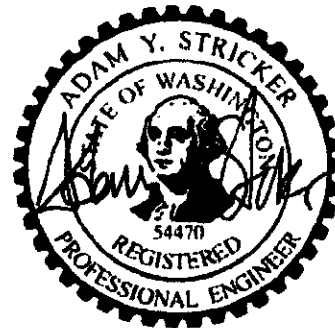
Cost Summary Provided by: David Evans and Associates, Inc.

Job Number: OAKPCBDP6001

Date: January 21, 2026

Mountain View Mixed Use Division 1, MVMU D1**Amount****Surface Improvements:**

- Roadway	\$68,700.30
- Concrete	\$69,633.90
- Landscape	\$16,380.00

Total**\$154,714.20****25% Bond Amount****\$38,678.55**

1/22/2026

Maintenance Cost Summary

For:

Ten Trails - Mountain View Mixed Use - Division 2 (PUB25-0003)



**DAVID EVANS
AND ASSOCIATES INC.**

Quantity and Cost per Unit Provided by: Goodfellow Bros., Inc.

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

Job Number: OAKPCBDP6001

Date: January 22, 2026

Mountain View Mixed Use - Division 2	Amount
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Surface Improvements:

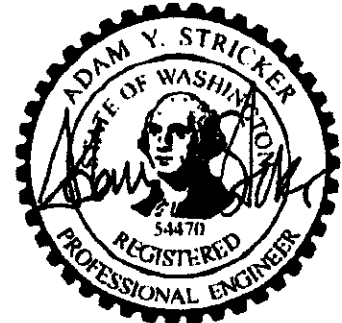
- Roadway	\$109,160.00
- Concrete	\$153,947.00

Total

\$263,107.00

25% Bond Amount

\$65,776.75



1/22/2026

Maintenance Cost Summary

For:

Ten Trails - Mountain View Mixed Use - Division 2 (PUB25-0003)



DAVID EVANS
AND ASSOCIATES INC.

Quantity and Cost per Unit Provided by: Goodfellow Bros., Inc.

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

Job Number: OAKPCBDP6001

Date: January 22, 2026

Mountain View Mixed Use - Division 2

Amount

Utilities:

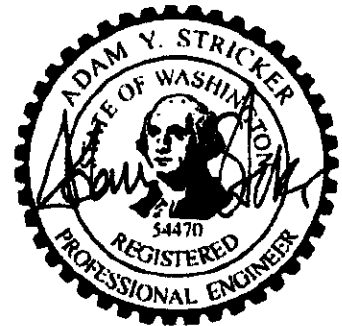
- Sewer System	\$208,500.00
- Storm Sewer	\$725,620.00
- Water System	\$273,100.00

Total

\$1,207,220.00

25% Bond Amount

\$301,805.00



1/22/2026



Exhibit B

M E M O R A N D U M

DATE: March 12, 2026
TO: Kevin O'Neill, City Administrator
FROM: Corey Thomas, Lead Plans Review Inspector
SUBJECT: Final Plat - Mountain View Mixed Use Div 2

A review was conducted on behalf of Mountain View Fire and Rescue for the above referenced plat (Ten Trails Mountain View, Mixed Use Division 2) to ensure that all fire code requirements have been addressed prior to final plat acceptance.

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

Exhibit B

DATE: May 7, 2026
TO: Michelle Wright
FROM: Justin S. Emery, PLS
SUBJECT: PLN26-0017 – Ten Trails MV MU DIV 1 & 2
CC:
PROJECT NUMBER: 247-3043-032, Task 54
PROJECT NAME: PLN26-0017 – Ten Trails MV MU DIV 1 & 2

We have completed our second review of the above referenced Final Plat and have the following comments:

Sheet 1 of 12

- No comments.

Sheet 2 of 12

- No comments.

Sheet 3 of 12

- No comments.

Sheet 4 of 12

- No comments.

Sheet 5 of 12

- No comments.

Sheet 6 of 12

- No comments.

Sheet 7 of 12

- No comments.

Sheet 8 of 12

- No comments.



Sheet 9 of 12

- No comments.

Sheet 10 of 12

- No comments.

Sheet 11 of 12

- No comments.

Sheet 12 of 12

- No comments.

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

Thank you.

Justin S. Emery PLS



Exhibit B

May 8, 2025

Michelle Wright
Interim MDRT Director
PO Box 599
Black Diamond WA 98010

Attn: Michelle Wright, Interim MDRT Director

RE: Final Plat Document – Mountain View, Division 1 and 2 – Plat Certification

Dear Michelle:

With this letter I transmit my approval of the Final Plat for Ten Trails, Mountain View, Divisions 1 and 2 (PLN26-0017) based on survey certification provided by Parametrix. The Final Plat meets the requirements of the Preliminary Plat (including the Hearing Examiner Conditions of Approval) the applicable City codes and standards and the Development Agreement. My review was concluded in accordance with BDMC 17.20.060.

Please call or email if you need additional information.

Please call or email if you need additional information.

Sincerely,

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

Daniel R. Ervin, P.E.

Varius Inc – Executive Vice President

MEMORANDUM

TO: Michelle Wright, P.E. — MDRT Designated Official

FROM: David A. Linehan

DATE: May 25, 2026

RE: Ten Trails Phase 1B, Plat A Mixed Use Divisions 1 & 2 Final Plat:
Conditions implemented through Covenants, Conditions, and Restrictions
(CC&Rs)

This memo addresses Oakpointe's satisfaction of the conditions of approval that are being implemented in the final plat of Ten Trails Phase 1B, Plat A ("Mountain View") Mixed Use Divisions 1 & 2 via provisions of the Covenants, Conditions, Restrictions and Easements (CC&Rs) applicable to the Ten Trails MPD (f/k/a "The Villages"). As explained below, the CC&Rs meet all conditions of approval imposed by the MPD Permit and the Hearing Examiner's December 3, 2024, decision approving the Mountain View Mixed Use preliminary plat (City File No. PLN24-0050). Each applicable condition is set forth below verbatim, followed by an analysis of how that condition has been met in the CC&Rs.

A. Preliminary Plat Conditions Imposed by Hearing Examiner

Condition No. 13: *All alleys shall be posted "No-Parking" with signage according to the International Fire Code; provisions for enforcement of these no parking zones shall be defined and accepted by the Designated Official prior to final plat approval.*

This condition has been met. Note 6 of the Conditions for Final Plat listed on Sheet 4 of the proposed final plat contains this condition verbatim, and Section 6.8 of the CC&Rs, as amended (see King County Recording No. 20211209001073), contain specific parking prohibitions consistent with this condition: "Parking is prohibited within alleys and on any section of roadway that is twenty (20) feet wide or narrower. No Owner shall do

anything that will prevent the streets within the Residential Areas from at all times being free and clear of all obstructions and in a safe condition for vehicular use.” Mountain View Mixed Use Divisions 1 and 2 are covered by the parking restrictions in Section 6.8 of the CC&Rs.¹

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

Condition No. 16: *Prior to final plat approval, the Applicant shall submit Covenants, Conditions and Restrictions (CCRs) for review and approval by the Designated Official.*

This condition has been met. Oakpointe previously submitted CC&Rs applicable to the residential areas of Ten Trails PP1A Division 1 (recorded under King County Recording No. 20171107001312)² and has since submitted Supplemental Declarations (see King County Recording No. 20180619000316 and No. 20171227000507) sufficient to annex the entire Ten Trails (f/k/a “The Villages”) MPD site into the area covered by the Residential CC&Rs. As such, the CC&Rs satisfy Condition No. 16 of the Hearing Examiner’s approval for the Mountain View Mixed Use preliminary plat.

In addition to the CC&Rs that apply throughout the Ten Trails MPD, a set of draft covenants, conditions, and restrictions has been prepared and submitted for a proposed sub-association of residential owners within Division 2 of the Mountain View Mixed Use final plat (“Draft

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

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

Covenants”). The Recitals to the proposed Draft Covenants for this sub-association expressly state that the sub-association is “subject to” the Master Declaration for the Ten Trails CC&Rs, and that in the event of a conflict between the sub-association’s Draft Covenants and the Master Declaration for the Ten Trails CC&Rs, the Master Declaration shall control. Accordingly, the CC&R provisions referenced in this memo apply with full force to any units developed within Mountain View Mixed Use Division 2, regardless of any additional covenants or restrictions adopted by sub-association owners.

B. MPD Permit Conditions

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

This condition is met by Section 6.26 of the CC&Rs, which prohibits washing of vehicles on driveways and other paved surfaces, except for licensed and approved commercial car washes, and by Section 9.2, which provides that the Residential Association “shall limit the use of phosphorous fertilizers in Common Areas to the maximum extent practicable.” This condition is further met by Section 7.4.2 of the CC&Rs, which provides that “the Design Review Committee shall not prohibit the use of green technologies (such as solar panels) in all buildings.”

#



May 26, 2026

Jill Kuzaro
Senior Planner
jkuzaro@blackdiamondwa.gov

**RE: NOTICE OF DRC TRANSFER
KING COUNTY PARCEL NO. 8576160020**

Dear Ms. Kuzaro,

On behalf of CCD Black Diamond Partners LLC (“Oakpointe”) and pursuant to the terms of Section 6 of the DRC Trust Agreement dated April 10, 2019 (“DRC Trust Agreement”), please accept this letter as written notice that Trustor wishes to transfer 46 DRCs from the City’s TDR Bank to King County Parcel No. 8576160020 coincident with the final plat of Ten Trails, Mountain View Mixed Use Divisions 1 and 2 (PLN26-0017).

King County Parcel No. 8576160020 is legally described as follows:

Parcel B of City of Black Diamond Lot Line Adjustment No. PLN 24-0022, recorded under Recording Number 20240603900001, records of King County, Washington.

For tracking purposes, these 46 DRCs should be accounted for as follows: 46 DRCs of the remaining 105 DRCs evidenced by the Deed of Transfer of Development Rights under recording number 20241010000358 with a record date of 10/10/2024 (City of Black Diamond) (“City DRCs”). While the aforementioned Deed transferred 210 City DRCs to Oakpointe, Oakpointe then assigned 34 of the City DRCs to Mountain View Division 5, 18 of the City DRCs to Plat 2F Division 2, and 53 DRCs to Village Towns leaving a total of 105 City DRCs still available.

Capitalized terms not defined in this Notice shall have the meaning set forth in the DRC Trust Agreement.

Thank you for your attention to this matter. If you have any questions regarding this Notice of DRC Transfer, please do not hesitate to give me a call at (425) 898-2100.

Sincerely,

Brian Ross
President & CEO

cc: David Linehan, Black Diamond City Attorney
Megan Nelson, Oakpointe
Tony Dalton, Oakpointe
Justin Wortman, Oakpointe

TEN TRAILS

MOUNTAIN VIEW MIXED USE DIVISIONS 1 AND 2

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

VOL/PG

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER THE HATCHED AREAS DEPICTED ON SHEET 5 OF 12 HERETO AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, INCLUDING THE RIGHT OF THE CITY OF BLACK DIAMOND TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS ADJACENT TO SAID HATCHED AREAS FOR THE ORIGINAL REASONABLE GRADING OF STREETS AND AVENUES. FURTHER, THE UNDERSIGNED OWNERS WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS, AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS AGAINST ANY GOVERNMENTAL AUTHORITY FOR DAMAGES TO SAID ADJACENT LOTS ARISING FROM THE REQUIRED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF THE DEDICATED AREA.

TRACTS 906, 907, 908, 910, 911, 912, 914 AND 915 UTILITY, LANDSCAPE AND PEDESTRIAN ACCESS TRACTS; TRACT 909, UTILITY AND ACCESS TRACTS; TRACT 913, PARK, UTILITY, LANDSCAPE AND PEDESTRIAN ACCESS TRACT, ARE HEREBY GRANTED AND CONVEYED TO THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION. TRACTS 916, 917, 918, 919, 920, 921, 922, 923 AND 924, FUTURE DEVELOPMENT TRACTS, ARE HEREBY GRANTED AND CONVEYED TO CCD BLACK DIAMOND PARTNERS, LLC.

NOTWITHSTANDING THE DEDICATIONS CONTAINED WITHIN THIS FINAL PLAT, CCD BLACK DIAMOND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY, RETAINS AND RESERVES UNTO ITSELF CERTAIN RIGHTS WITH RESPECT TO TRACTS 906, 907, 908, 909, 910, 911, 912, 913, 914 AND 915, INCLUDING, THE RIGHT OF INGRESS, EGRESS AND ACCESS, AND TO CONSTRUCT, RECONSTRUCT, AND MAINTAIN ANY FACILITIES OR IMPROVEMENTS WITHIN SAID TRACTS AND THE RIGHT TO TEMPORARILY SUSPEND PUBLIC ACCESS TO SAID TRACTS FOR PURPOSES OF CONSTRUCTION AND MAINTENANCE.

A LANDSCAPE MAINTENANCE AND RENEWAL EASEMENT IS HEREBY GRANTED AND CONVEYED TO THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION FOR MAINTENANCE AND RENEWAL OF THE LANDSCAPED AREAS WITHIN THE ROADS DEDICATED TO THE PUBLIC WITHIN THIS SUBDIVISION.

A ONE-FOOT EASEMENT IS HEREBY GRANTED AND CONVEYED TO THE CITY OF BLACK DIAMOND UPON THE EXTERIOR ONE FOOT OF LOTS 1 THROUGH 46, INCLUSIVE, AND TRACTS 910 THROUGH 917, INCLUSIVE, ABUTTING ROADS HEREBY DEDICATED TO THE PUBLIC BY THIS SUBDIVISION FOR THE PURPOSES OF CONSTRUCTING, INSTALLING, MAINTAINING, REPLACING AND OPERATING THE CONCRETE AREAS LYING OUTSIDE OF PUBLIC RIGHT-OF-WAY DEDICATED HEREBY FOR THE PUBLIC USE TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENT AT ALL TIMES FOR THE PURPOSES STATED ABOVE. SEE SHEET 3 OF 12 FOR GENERAL DETAIL-1 OF EASEMENT LOCATION OVER INDIVIDUAL SAID LOTS AND TRACTS.

A ONE-FOOT EASEMENT IS HEREBY GRANTED AND CONVEYED TO THE MOUNTAIN VIEW MIXED USE DIVISION 2 HOMEOWNERS ASSOCIATION, A SUB-ASSOCIATION OF THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION, AND THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION UPON THE EXTERIOR ONE FOOT OF LOTS 1 THROUGH 46, INCLUSIVE, AND TRACTS 910 THROUGH 915, INCLUSIVE, ABUTTING ROADS HEREBY DEDICATED TO THE PUBLIC BY THIS SUBDIVISION FOR THE PURPOSES OF CONSTRUCTING, INSTALLING, MAINTAINING, REPLACING AND OPERATING THE CONCRETE AREAS LYING OUTSIDE OF PUBLIC RIGHT-OF-WAY DEDICATED HEREBY FOR THE PUBLIC USE TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENT AT ALL TIMES FOR THE PURPOSES STATED ABOVE. SEE SHEET 3 OF 12 FOR GENERAL DETAIL-1 OF EASEMENT LOCATION OVER INDIVIDUAL SAID LOTS AND TRACTS.

THIS SUBDIVISION, DEDICATION AND WAIVER OF CLAIMS ARE MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

FOR ORIGINAL TAX PARCEL 8576160020:

RICHMOND AMERICAN HOMES OF WASHINGTON, INC., A COLORADO CORPORATION

BY: RICHMOND AMERICAN HOMES OF WASHINGTON, INC., A COLORADO CORPORATION
ITS MANAGER

BY: _____

FOR ORIGINAL TAX PARCEL 8576160010:

CCD BLACK DIAMOND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: OAKPOINTE LLC, A WASHINGTON LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: _____

BRIAN ROSS, MANAGER

CCF FINANCE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

ON THIS ____ DAY OF _____, 2026, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE MANAGER OF RICHMOND AMERICAN HOMES, THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY, FOR THE PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

SIGNATURE OF
NOTARY PUBLIC

MY APPOINTMENT EXPIRES _____
DATE

CITY OF BLACK DIAMOND FILE NO. PLN26-0017

ACKNOWLEDGMENTS (CONT.)

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

ON THIS ____ DAY OF _____, 2026, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN PERSONALLY APPEARED BRIAN ROSS, KNOWN TO ME TO BE THE MANAGER OF OAKPOINTE LLC, THE MANAGER OF CCD BLACK DIAMOND PARTNERS LLC, THE LIMITED LIABILITY COMPANY THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY, FOR THE PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

SIGNATURE OF
NOTARY PUBLIC

MY APPOINTMENT EXPIRES _____
DATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

ON THIS ____ DAY OF _____, 2026, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED AND SWORN PERSONALLY APPEARED

_____, KNOWN TO ME TO BE THE

_____, OF CCF FINANCE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY, FOR THE PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

SIGNATURE OF
NOTARY PUBLIC

MY APPOINTMENT EXPIRES _____
DATE

COUNCIL APPROVAL

EXAMINED AND APPROVED THIS ____ DAY OF _____, 2026.

COUNCIL RESOLUTION NUMBER _____.

MAYOR, CITY OF BLACK DIAMOND

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

THIS IS TO CERTIFY THAT ON THIS DAY, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED CAROL BENSON TO ME KNOWN TO BE THE MAYOR OF THE CITY OF BLACK DIAMOND THAT EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CITY, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT SHE WAS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2026.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

MY APPOINTMENT EXPIRES _____

FIRE CHIEF APPROVAL

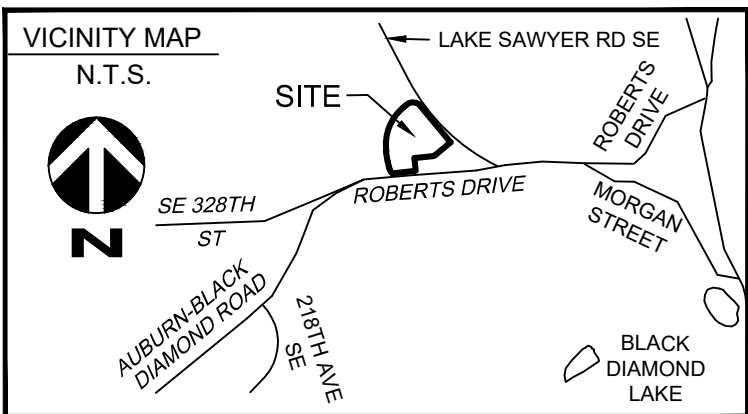
EXAMINED AND APPROVED THIS ____ DAY OF _____, 2026.

CITY OF BLACK DIAMOND FIRE CHIEF

COMMUNITY DEVELOPMENT DIRECTOR

EXAMINED AND APPROVED THIS ____ DAY OF _____, 2026.

COMMUNITY DEVELOPMENT DIRECTOR



DAVID EVANS
AND ASSOCIATES INC.

20300 Woodinville Snohomish Rd NE
Suite A • Woodinville, WA 98072
p: 425.415.2000 f: 425.486.5059

ORIGINAL TAX PARCEL NUMBERS

857616-0010, 857616-0020

PUBLIC WORKS DIRECTOR

THE PUBLIC WORKS DIRECTOR FOR THE CITY OF BLACK DIAMOND HAS APPROVED THE SURVEY DATA, THE LAYOUT OF THE STREETS, ALLEYS AND OTHER RIGHTS OF WAYS, DESIGN OF BRIDGES, SEWAGE AND WATER SYSTEM AND OTHER STRUCTURES.

EXAMINED AND APPROVED THIS ____ DAY OF _____, 2026.

PUBLIC WORKS DIRECTOR

DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS ____ DAY OF _____, 2026.

KING COUNTY ASSESSOR

DEPUTY KING COUNTY ASSESSOR

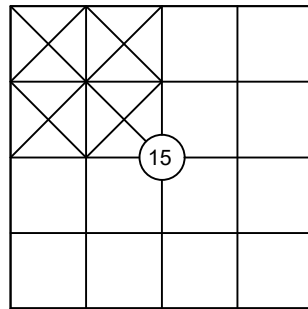
TREASURER CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS OR FOR OTHER PUBLIC USE, ARE PAID IN FULL.

EXAMINED AND APPROVED THIS ____ DAY OF _____, 2026.

TREASURER

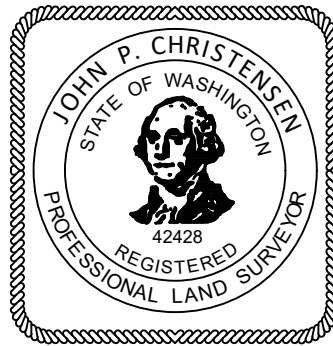
DEPUTY



INDEXING MAP
TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF TEN TRAILS MOUNTAIN VIEW MIXED USE DIVISIONS 1 AND 2 CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF RICHMOND AMERICAN HOMES, AND SAID SURVEY WAS BASED UPON AN ACTUAL SURVEY OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M. AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS ACTUALLY SURVEYED; THAT THE COURSES AND DISTANCES SHOWN HEREON ARE CORRECT; THAT (1) MONUMENTS AS DESCRIBED AND SHOWN HEREON, UNLESS STATED OTHERWISE HEREON, WILL BE OR HAVE BEEN SET AT ALL LOT CORNERS AS SHOWN; (2) MONUMENTS AS DESCRIBED AND SHOWN HEREON AS "SET" WILL BE OR HAVE BEEN SET; AND (3) ALL MONUMENTS DESCRIBED AND SHOWN HEREON THAT ARE SHOWN "TO BE SET" WITHIN THE RIGHT-OF-WAY, WITHIN AND WITHOUT THE BOUNDARY OF THIS SUBDIVISION, WILL BE SET AFTER THE STREET IS PAVED.



JOHN P. CHRISTENSEN, PLS
SURVEYOR. CERTIFICATE NO. 42428
DAVID EVANS AND ASSOCIATES, INC.
20300 WOODINVILLE SNOHOMISH RD NE
SUITE A-WOODINVILLE, WA 98072
PHONE: (425) 415-2000

RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF DAVID EVANS AND ASSOCIATES, INC. THIS ____ DAY OF _____, 2026, AT ____ MINUTES PAST ____ M. AND RECORDED IN VOLUME _____ OF PLATS, PAGE(S) _____, RECORDS OF KING COUNTY, WASHINGTON.

DIVISION OF RECORDS AND ELECTIONS

MANAGER SUPERINTENDENT OF RECORDS

TEN TRAILS
MOUNTAIN VIEW
MIXED USE DIVISIONS 1 AND 2
CITY OF BLACK DIAMOND FILE NUMBER: PLN26-0017
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

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

JOB NO. RICS00000017

SHEET 1 OF 12

VOL/PG

TEN TRAILS

MOUNTAIN VIEW MIXED USE DIVISIONS 1 AND 2

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

VOL/PG

LEGAL DESCRIPTION

(PER FIDELITY NATIONAL TITLE INSURANCE COMPANY, GUARANTEE/CERTIFICATE NO.25001291-SC, DATED MARCH 5, 2026 AT 8:00 AM)

PARCELS A AND B OF CITY OF BLACK DIAMOND LOT LINE ADJUSTMENT NO. PLN 24-0022, RECORDED UNDER RECORDING NUMBER 20240603900001, RECORDS OF KING COUNTY, WASHINGTON.

EXCEPTIONS NOTED IN TITLE REPORT

(TITLE NOTES CORRESPONDING TO PARAGRAPH NUMBERS FROM SCHEDULE B, PER FIDELITY NATIONAL TITLE INSURANCE COMPANY, GUARANTEE/CERTIFICATE NO.25001291-SC, DATED MARCH 5, 2026 AT 8:00 AM)

1.

ANY INTEREST IN ANY OIL, GAS AND/OR MINERALS, AS DISCLOSED BY DOCUMENT:
ENTITLED: DEED TO PLUM CREEK TIMBER COMPANY, L.P.
RECORDING DATE: JULY 7, 1989
RECORDING NO.: 8907070390
THE PRESENT OWNERSHIP OR ANY OTHER MATTERS AFFECTING SAID OIL, GAS AND/OR MINERALS ARE NOT SHOWN HEREIN.
SAID DEED WAS CORRECTED BY DEED RECORDED UNDER RECORDING NUMBER 9301152402.
THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "CONVEYANCE OF OIL AND GAS RESERVED UNDER DEED TO PLUM CREEK TIMBER COMPANY, L.P." RECORDED JULY 7, 1989 AS RECORDING NUMBER 8907070392.
THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMNET ENTITLED "PARTIAL WAIVER OF SURFACE USE RIGHTS" RECORDED JUNE 23, 1992 AS RECORDING NUMBER 9206230401.
NOTE: THE "RESERVED MINERALS" RESERVED BY PCTC, INC. IN THE DEED RECORDED UNDER RECORDING NUMBER 8907070390 AND CONVEYED TO MERIDIAN MINERAL COMPANY UNDER DEED RECORDED UNDER RECORDING NUMBER 8907070391 WERE CONVEYED TO MERIDIAN MINERAL COMPANY TO PLUM CREEK TIMBER COMPANY UNDER DEED RECORDED UNDER RECORDING NUMBER 9112301747, PLUM CREEK TIMBER COMPANY MERGED INTO PLUM CREEK LAND COMPANY AND THE "RESERVED MINERALS" MERGED INTO FEE OWNERSHIP OF THE REAL PROPERTY. PLUM CREEK LAND COMPANY CONVEYED THE ENTIRE FEE INCLUDING THE "RESERVED MINERALS" TO BD VILLAGE PARTNERS LP UNDER DEEDS RECORDED UNDER RECORDING NUMBER 20060922001106, RECORDING NUMBER 20090930002172 AND RECORDING NUMBER 20090930002098.
2.

MITIGATION AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:
RECORDING DATE: APRIL 22, 2011
RECORDING NO.: 20110422000249
3.

THE VILLAGE MASTER PLANNED DEVELOPMENT AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:
EXECUTED BY: CITY OF BLACK DIAMOND AND BD VILLAGE PARTNERS, L.P.
RECORDING DATE: JANUARY 30, 2012
RECORDING NO.: 20120130000655
AMENDED BY INSTRUMENT(S):
RECORDING DATE: SEPTEMBER 6, 2012, JANUARY 3, 2014, NOVEMBER 12, 2014, DECEMBER 6, 2017, OCTOBER 11, 2018, FEBRUARY 28, 2019, FEBRUARY 20, 2022, MARCH 1, 2024, MARCH 22, 2024 AND AUGUST 28, 2024
RECORDING NO.: 20120906000762, RECORDING NO.: 20120906000763, RECORDING NO.: 20140103000655
RECORDING NO.: 20141112001375, RECORDING NO.: 20171206000581, RECORDING NO.: 20181011000280
RECORDING NO.: 20181011000281, RECORDING NO.: 20190228000492, RECORDING NO.: 20190228000493
RECORDING NO.: 20220210000586, RECORDING NO.: 20240301000312, RECORDING NO.: 20240322000755
RECORDING NO.: 20240828000194.: RECORDING NO.: 20240828000194
5.

TEMPORARY ACCESS EASEMENT, AND THE TERMS AND CONDITIONS THEREOF:
RECORDING DATE: AUGUST 11, 2015
RECORDING NO.: 20150811000551
(THIS EASEMENT HAS BEEN GRAPHICALLY DEPICTED HEREON)
7.

ANY FAILURE TO COMPLY WITH TERMS AND CONDITIONS CONTAINED IN THE INSTRUMENT CREATING THE EASEMENT DESCRIBED AS:
PURPOSE: INGRESS, EGRESS, IMPROVEMENT, MAINTENANCE AND EXPANSION OF A WATER QUALITY AND STORM DRAINAGE INFILTRATION FACILITY
RECORDING DATE: JULY 27, 2017
RECORDING NO.: 20170727000973
8.

EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: PUGET SOUND ENERGY, INC.
PURPOSE: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE, TOGETHER WITH NECESSARY APPURTENANCES
RECORDING DATE: AUGUST 18, 2017
RECORDING NO.: 20170818000450
(THIS EASEMENT HAS BEEN GRAPHICALLY DEPICTED HEREON)
9.

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT
RECORDING DATE: NOVEMBER 7, 2017
RECORDING NO.: 20171107001312
AMENDED BY INSTRUMENT(S):
RECORDING DATE: DECEMBER 27, 2017, JUNE 19, 2018, JUNE 27, 2018, AUGUST 22, 2019, DECEMBER 31,2019, DECEMBER 9, 2021, FEBRUARY 14, 2023, MAY 31, 2023, DECEMBER 11, 2023 AND JULY 19, 2024
RECORDING NO.: 20171227000507, RECORDING NO.: 20180619000316, RECORDING NO.: 20180627001396
RECORDING NO.: 20190822000857, RECORDING NO.: 20191231001205, RECORDING NO.: 20211209001073
RECORDING NO.: 20230214000603, RECORDING NO.: 20230531001470, RECORDING NO.: 20231211000818
RECORDING NO.: 20240719000266
11.

EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: CITY OF BLACK DIAMOND
PURPOSE: SEWER MAIN
RECORDING DATE: NOVEMBER 7, 2017
RECORDING NO.: 20171107001316
(THIS EASEMENT HAS BEEN GRAPHICALLY DEPICTED HEREON)
12.

AMENDED AND RESTATED COMPREHENSIVE SCHOOL MITIGATION AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:
RECORDING DATE: DECEMBER 14, 2021
RECORDING NO.: 20211214000628
SAID AGREEMENT AMENDS AND RESTATES AGREEMENT RECORDED UNDER RECORDING NUMBER 20110624001156 AND AMENDMENTS THERETO.
13.

EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: PUGET SOUND ENERGY, INC.
PURPOSE: TO CONSTRUCT, MAINTAIN, REPAIR, REPLACE, IMPROVE, REMOVE, UPGRADE AND EXTEND UTILITIES SYSTEMS
RECORDING DATE: JULY 31, 2023
RECORDING NO.: 20230731000027
(THIS EASEMENT IS BASED ON "AS-CONSTRUCTED" FACILITIES AND CANNOT BE PLOTTED HEREON)

EXCEPTIONS NOTED IN TITLE REPORT (CONT.)

14.

COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, ENCROACHMENTS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON TEN TRAILS PHASE 1B PLAT A DIVISIONS 1-3 AND 7-9:
RECORDING NO.: 20231211000552
15.

COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, ENCROACHMENTS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON CITY OF BLACK DIAMOND LOT LINE ADJUSTMENT NO. PLN 24-0022:
RECORDING NO.: 20240603900001
16.

DECLARATION OF COVENANT
RECORDING DATE: JULY 19, 2024
RECORDING NO.: 20240719000268
17.

ACCESS EASEMENT AGREEMENT
RECORDING DATE: JULY 19, 2024
RECORDING NO.: 20240719000371
(THIS EASEMENT AREA HAS BEEN DEDICATED TO PUBLIC AS PER CITY OF BLACK DIAMOND SHORT PLAT NO PLN24-0084, REC. NO. 20250219900020)
18.

DECLARATION OF BUILDER'S COVENANTS, CONDITIONS, CONDITIONS AND RESTRICTIONS
RECORDING DATE: MAY 28, 2025
RECORDING NO.: 20250528001018
19.

EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: RICHMOND AMERICAN HOMES OF WASHINGTON, INC.
PURPOSE: TEMPORARY ACCESS EASEMENT
RECORDING DATE: MAY 28, 2025
RECORDING NO.: 20250528001019
(THIS EASEMENT HAS BEEN GRAPHICALLY DEPICTED HEREON)

ITEM NOS. 4, 6, 10, 20 THROUGH 24, INCLUSIVE, ADDRESS UNPAID ASSESSMENTS OR CHARGES AND LIABILITIES, NOTICE OF PAYMENT OBLIGATIONS, GENERAL AND SPECIAL TAXES, PROPERTY TAXES, LIABILITY FOR SEWER TREATMENT CAPACITY CHARGES, UNRECORDED LEASEHOLDS, DEED OF TRUST OR HAVE BEEN INTENTIONALLY DELETED AND AS SUCH DO NOT PERTAIN TO THIS PLAT.

INDICATES EXCEPTION GRAPHICALLY SHOWN ON MAP SHEETS

CC&R NOTE

DECLARATION OF COVENANTS, CONDITIONS, CONDITIONS AND RESTRICTIONS FOR THE MOUNTAIN VIEW MIXED USE DIVISION 2 HOMEOWNERS ASSOCIATION, A SUB-ASSOCIATION OF THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION

RECORDING DATE: _____
RECORDING NO.: _____

EASEMENT PROVISIONS

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

RESTRICTIONS

1.

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

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

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

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

INSTRUMENTATION NOTE

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

MONUMENT NOTE

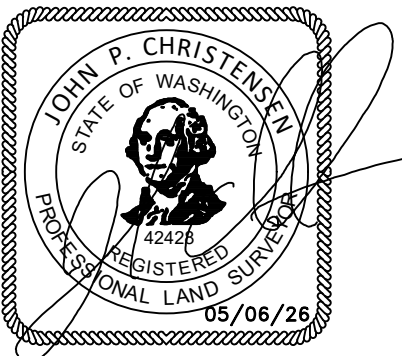
PROPERTY CORNERS SHALL BE SET AS FOLLOWS UNLESS OTHERWISE NOTED:

1.

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

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

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



CITY OF BLACK DIAMOND FILE NO. PLN26-0017

TEN TRAILS
MOUNTAIN VIEW MIXED USE
DIVISIONS 1 AND 2
CITY OF BLACK DIAMOND,
KING COUNTY, WASHINGTON



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

JOB NO. RICS00000017
SHEET 2 OF 12

VOL/PG

TEN TRAILS

MOUNTAIN VIEW MIXED USE DIVISIONS 1 AND 2

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

VOL/PG

CITY OF BLACK DIAMOND CONDITIONS

MINE WORKING WARNING:

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

APPROVED MPD STATEMENT:

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

GENERAL NOTES:

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

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

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

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

LOT AREAS

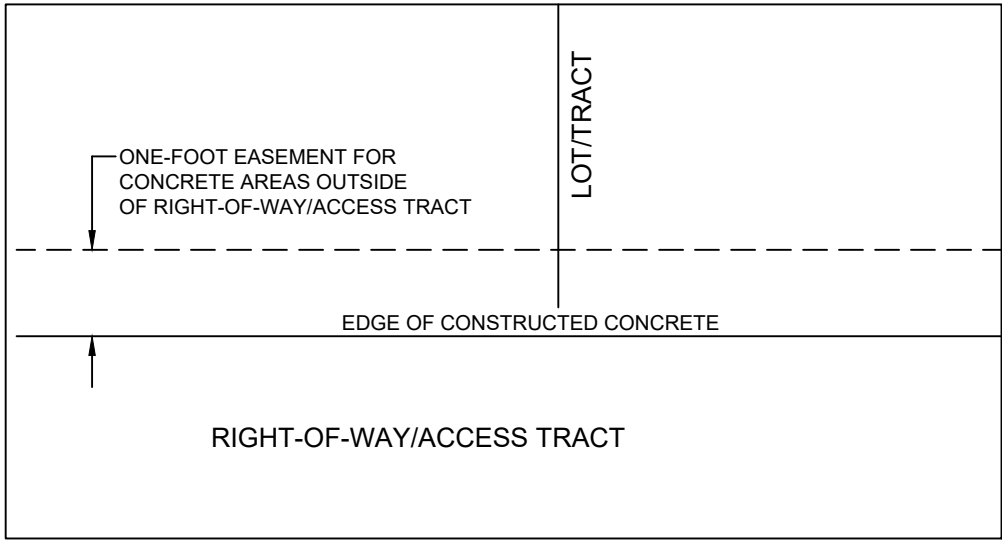
LOT NO.	AREA	LOT NO.	AREA
1	2121 SF	24	2075 SF
2	2075 SF	25	2075 SF
3	2075 SF	26	2075 SF
4	2075 SF	27	2075 SF
5	2075 SF	28	2071 SF
6	2075 SF	29	2071 SF
7	2075 SF	30	2075 SF
8	2075 SF	31	2075 SF
9	2075 SF	32	2075 SF
10	2075 SF	33	2075 SF
11	2081 SF	34	2075 SF
12	2186 SF	35	2075 SF
13	2075 SF	36	2075 SF
14	2075 SF	37	2338 SF
15	2074 SF	38	2113 SF
16	2075 SF	39	2075 SF
17	2075 SF	40	2075 SF
18	2075 SF	41	2075 SF
19	2075 SF	42	2075 SF
20	2075 SF	43	2075 SF
21	2075 SF	44	2075 SF
22	2075 SF	45	2075 SF
23	2075 SF	46	2074 SF

TRACT AREAS

TRACT	AREA	USE	TYPE OF PARK	GRANTED AND CONVEYED TO
906	3,720 SF	UTILITY, LANDSCAPE AND PEDESTRIAN ACCESS		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
907	913 SF	UTILITY, LANDSCAPE AND PEDESTRIAN ACCESS		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
908	16,865 SF	UTILITY, LANDSCAPE AND PEDESTRIAN ACCESS		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
909	1,000 SF	UTILITY AND ACCESS		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
910	1,364 SF	UTILITY, ACCESS AND PEDESTRIAN ACCESS		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
911	411 SF	UTILITY, LANDSCAPE AND PEDESTRIAN ACCESS		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
912	2,934 SF	UTILITY, LANDSCAPE AND PEDESTRIAN ACCESS		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
913	4,616 SF	PARK, UTILITY, LANDSCAPE AND PEDESTRIAN ACCESS	POCKET	TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
914	913 SF	UTILITY, LANDSCAPE AND PEDESTRIAN ACCESS		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
915	23,745 SF	UTILITY, ACCESS AND PEDESTRIAN ACCESS		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
916	72,422 SF	FUTURE DEVELOPMENT		CCD BLACK DIAMOND PARTNERS
917	31,608 SF	FUTURE DEVELOPMENT		CCD BLACK DIAMOND PARTNERS
918	33,211 SF	FUTURE DEVELOPMENT		CCD BLACK DIAMOND PARTNERS
919	48,520 SF	FUTURE DEVELOPMENT		CCD BLACK DIAMOND PARTNERS
920	108,998 SF	FUTURE DEVELOPMENT		CCD BLACK DIAMOND PARTNERS
921	415,580 SF	FUTURE DEVELOPMENT		CCD BLACK DIAMOND PARTNERS
922	37,755 SF	FUTURE DEVELOPMENT		CCD BLACK DIAMOND PARTNERS
923	31,293 SF	FUTURE DEVELOPMENT		CCD BLACK DIAMOND PARTNERS
924	52,296 SF	FUTURE DEVELOPMENT		CCD BLACK DIAMOND PARTNERS

DETAIL-1 (SEE DEDICATION FOR EASEMENT DESCRIPTION, SHEET 1)

ONE FOOT WIDE EASEMENT
NOT TO SCALE



LOT ADDRESS TABLE

LOT NO.	STREET NAME	ADDRESS	LOT NO.	STREET NAME	ADDRESS
1	BIG LEAF LANE	32345	24	BIG LEAF LANE	32390
2	BIG LEAF LANE	32351	25	BIG LEAF LANE	32396
3	BIG LEAF LANE	32357	26	BIG LEAF LANE	32404
4	BIG LEAF LANE	32365	27	BIG LEAF LANE	32412
5	BIG LEAF LANE	32375	28	BIG LEAF LANE	32420
6	BIG LEAF LANE	32383	29	BIG LEAF LANE	32460
7	BIG LEAF LANE	32391	30	BIG LEAF LANE	32464
8	BIG LEAF LANE	32399	31	BIG LEAF LANE	32470
9	BIG LEAF LANE	32409	32	BIG LEAF LANE	32472
10	BIG LEAF LANE	32417	33	BIG LEAF LANE	32478
11	BIG LEAF LANE	32425	34	BIG LEAF LANE	32480
12	BIG LEAF LANE	32433	35	BIG LEAF LANE	32486
13	BIG LEAF LANE	32441	36	BIG LEAF LANE	32490
14	BIG LEAF LANE	32443	37	BIG LEAF LANE	32455
15	BIG LEAF LANE	32445	38	BIG LEAF LANE	32459
16	BIG LEAF LANE	32447	39	BIG LEAF LANE	32463
17	BIG LEAF LANE	32449	40	BIG LEAF LANE	32469
18	BIG LEAF LANE	32451	41	BIG LEAF LANE	32471
19	BIG LEAF LANE	32352	42	BIG LEAF LANE	32475
20	BIG LEAF LANE	32358	43	BIG LEAF LANE	32479
21	BIG LEAF LANE	32366	44	BIG LEAF LANE	32483
22	BIG LEAF LANE	32376	45	BIG LEAF LANE	32487
23	BIG LEAF LANE	32384	46	BIG LEAF LANE	32491

ADDRESSING NOTE

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

CITY OF BLACK DIAMOND FILE NO. PLN26-0017

TEN TRAILS MOUNTAIN VIEW MIXED USE DIVISIONS 1 AND 2

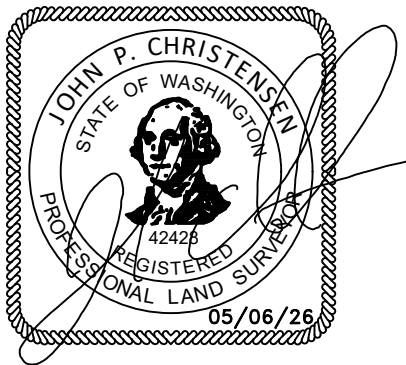
CITY OF BLACK DIAMOND,
KING COUNTY, WASHINGTON



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

JOB NO. RICS00000017
SHEET 3 OF 12

VOL/PG



TEN TRAILS

MOUNTAIN VIEW MIXED USE DIVISIONS 1 AND 2

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

CONSERVATION EASEMENT DEED PARTIAL RELINQUISHMENT

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

TRACTS 906, 907, 908, 911, 912, 913 AND 914 ARE LANDSCAPED AREAS CONSISTING OF 30,372 SQUARE FEET. SAID TRACTS PROTECT AND CONSERVE THE CONSERVATION VALUES IDENTIFIED IN CED1 PARAGRAPH 2.3 BY ENHANCING THE VALUE TO THE PUBLIC OF ABUTTING OR NEIGHBORING PARKS OR OTHER OPEN SPACE.

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

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

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

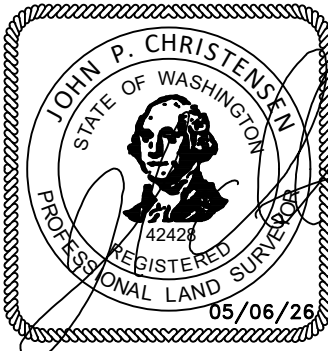
SOURCE OF REQUIREMENT: TABLE 9-1 OF THE VILLAGES DEVELOPMENT AGREEMENT	TOTAL CZ ACREAGE REQUIRED	TOTAL CZ ACREAGE ESTABLISHED BY PREVIOUS PLATS OF TEN TRAILS	CZ ACREAGE REMAINING LESS PREVIOUS PLATS	TOTAL CZ ACREAGE ESTABLISHED BY THIS PLAT OF TEN TRAILS	REMAINING MINIMUM CZ ACREAGE TO BE ESTABLISHED BY FUTURE PLATS WITHIN THE WEST ANNEXATION AREA
CED 1	63.3 ACRES	7.44 (PP1A DIV 1) 0.37 (PH2, PLAT C, DIV 1) 1.93 (PP1A DIV 2) 1.14 (V-13) 6.77 (PP1A, DIVS 3-5 AND 8) 3.74 (PH2, PLAT C, DIV 2) 1.55 (V-24) 5.53 (PLAT 2A, DIVS 1-3) 3.26 (PLAT 2A, DIV 4) 0.26 (PP1A, DIV 6) 0.78 (PLAT 2A, DIV 5) 1.70 (PLAT 2E) 0.05 (PLAT 2D, DIV 1) 1.47 (PLAT 2D, DIV 2) 2.18 (PH1B, PLAT A, DIVS 1-3, 7-9) 1.77 (PH1B, PLAT A, DIV 4) 0.45 (PH1B, PLAT A, DIV 5) 0.59 (VILLAGE TOWNS) 0.70 (MVMU DIVS 1 AND 2)	22.32 ACRES	0.70 ACRES	21.62 ACRES
CED 2	91 ACRES	2.11 (PH2, PLAT C, DIV 1) 92.66 (PH2, PLAT C, DIV 2) 1.12 (PLAT 2E) 0.92 (PLAT 2D, DIV 1) 0.17 (PLAT 2D, DIV 2) 1.00 (PLAT 2D, DIV 4)	0 ACRES*	0 ACRES	0 ACRES
CED 3	197.87 ACRES	2.34 (PLAT 2D, DIV 1) 0.08 (PLAT 2D, DIV 3) 8.57 (PLAT 2D, DIV 4) 0.76 (PLAT 2F, DIV 1 AND 2) 0.57 (PLAT 2F, DIV 3, 4 AND 6)	179.33 ACRES	0 ACRES	179.33 ACRES

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

OPEN SPACE TABLE

	GROSS ACRES	BDUGAA/ OPEN SPACE REQUIREMENT	MPD REQUIREMENT (IF APPLICABLE)	REQUIRED OPEN SPACE	OPEN SPACE PREVIOUSLY RECORDED	REQUIRED OPEN SPACE LESS PREVIOUS PLATS	OPEN SPACE PROVIDED IN THIS PLAT	REMAINING OPEN SPACE REQUIRED
PARCEL B	81.53	0	40.77	40.77	0	40.77	0	40.77
WEST ANNEXATION AREA	54.62	63.30	0	63.3	22.52(PASSIVE) 17.46 (ACTIVE) (PP1A, DIV 1) (PH2, PLAT C, DIV 1) (PP1A, DIV 2) (V-13) (PP1A, DIVS 3-5 and 8) (PH2, PLAT C, DIV 2) (V-24) (PLAT 2A, DIVS 1-3) (PLAT 2A, DIV 4) (PP1A, DIV 6) (PLAT 2A, DIV 5) (PLAT 2E) (PLAT 2D, DIV 1) (PLAT 2D, DIV 2) (PH1B, PLAT A, DIVS 1-3, 7-9) (PH1B, PLAT A, DIV 4) (PH1B, PLAT A, DIV 5) (VILLAGE TOWNS)	22.32	0.70 (PASSIVE)	21.62
PARCEL C	225.99							
PARCEL D	8.06							
PARCEL G								
GUIDETTI PARCEL	20.38	0	10.19	10.19	0	10.19	0	10.19
PARCEL E	151.15	0	75.58	75.58	95.69 (PASSIVE) 2.29 (ACTIVE) (PH2, PLAT C, DIV 1) (PH2, PLAT C, DIV 2) (PLAT 2E) (PLAT 2D, DIV 1) (PLAT 2D, DIV 2) (PLAT 2D, DIV 3) (PLAT 2D, DIV 4)	0*	0	0
PARCEL F-NORTH	258.9	81.7	12	93.7	0	93.7	0	93.7
PARCEL BDA	395.74	0	197.87	197.87	16.83 (PASSIVE) 0.95 (ACTIVE) (PLAT 2D, DIV 1) (PLAT 2D, DIV 3) (PLAT 2D, DIV 4) (PLAT 2F, DIV 1 AND 2) (PLAT 2F, DIV 3, 4 AND 6)	180.09	0	180.09
MINER'S RIDGE	156.91	0	78.46	78.46	0	78.46	0	78.46
TOTAL IN CITY/UGA MPD OPEN SPACE	1353.28	145	414.86	559.86	136.04 (PASSIVE) 20.70 (ACTIVE)	425.53	0.70 (PASSIVE) 0 (ACTIVE)	424.83

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



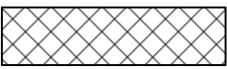
TEN TRAILS

MOUNTAIN VIEW MIXED USE DIVISIONS 1 AND 2

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

CONTROL DIAGRAM

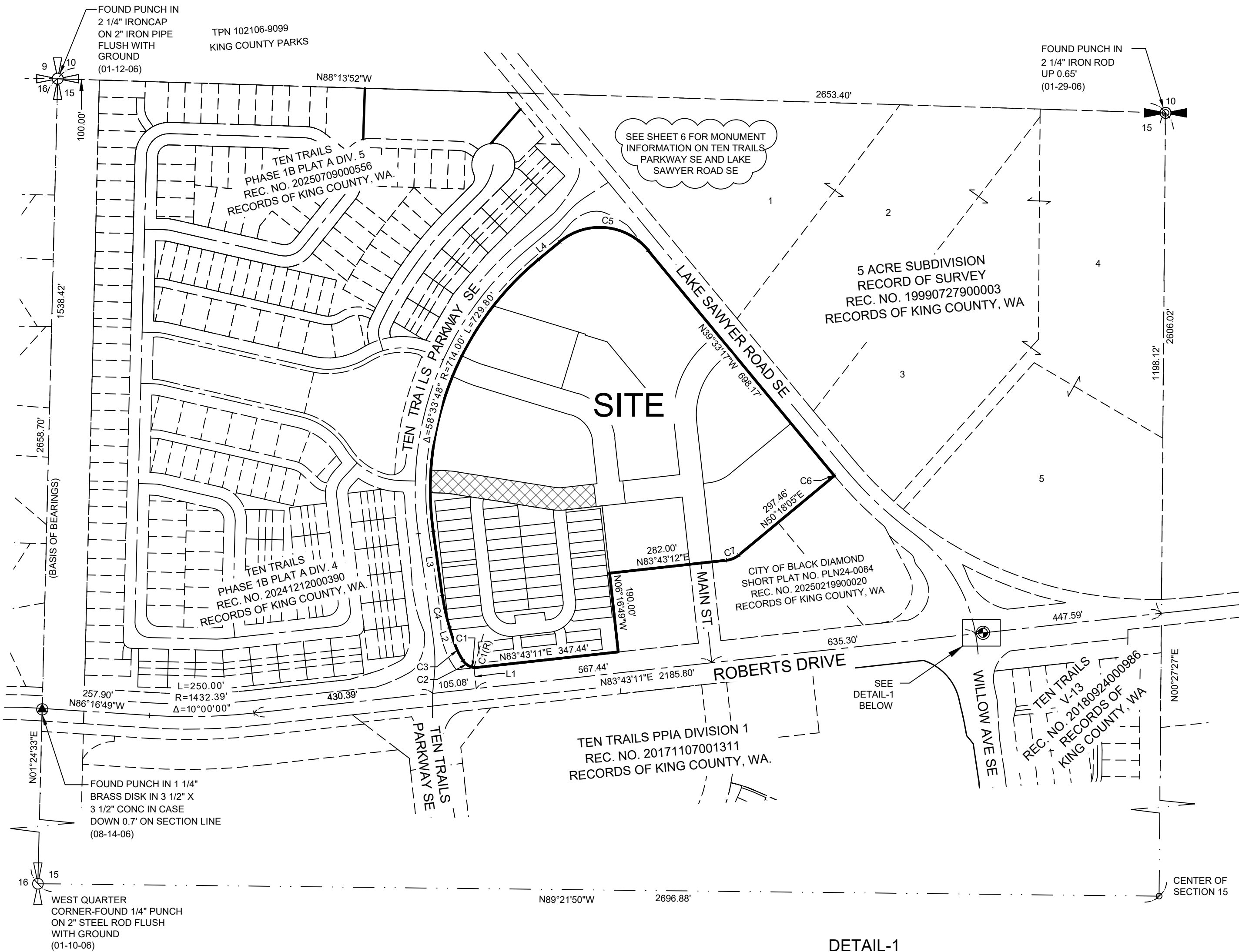
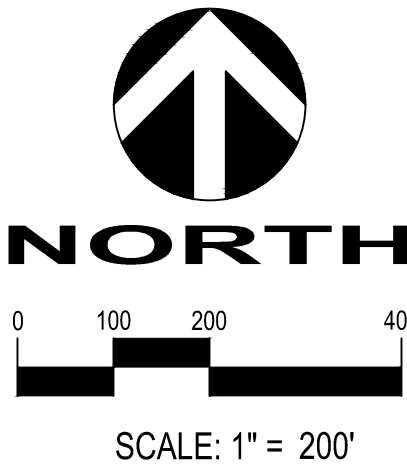
HATCH LEGEND



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

BASIS OF BEARINGS

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



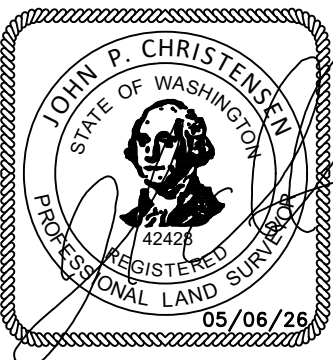
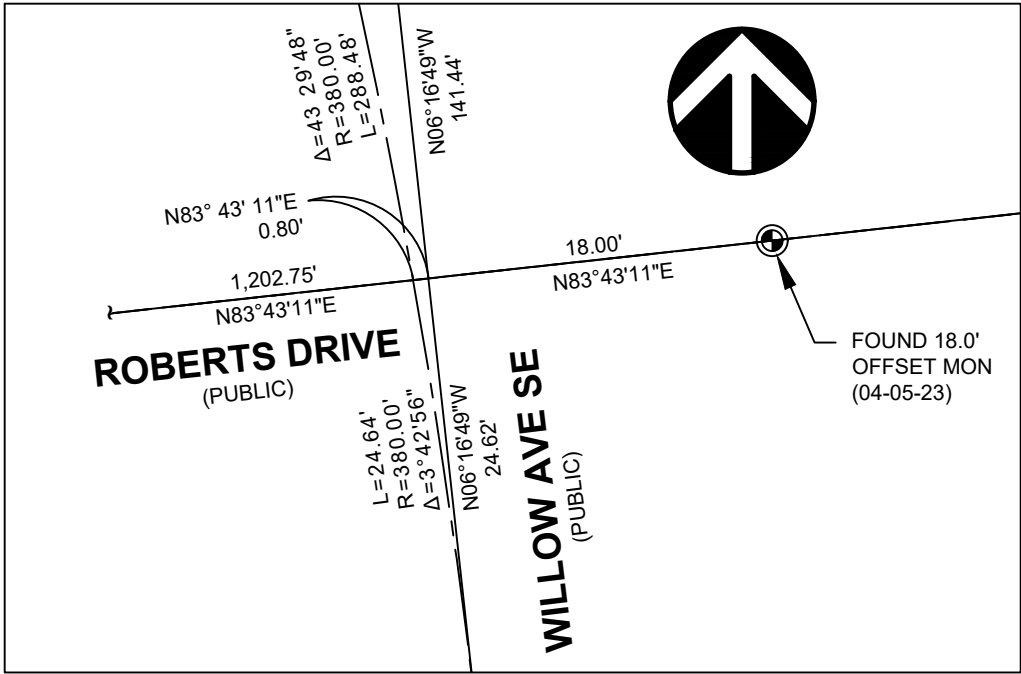
LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S06°16'49"E	50.00
L2	S17°10'16"E	35.03
L3	S08°07'05"E	154.71
L4	S50°26'43"W	66.34

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	Δ=5°51'02"	83.50'	8.53'
C2	Δ=34°31'58"	40.00'	24.11'
C3	Δ=16°38'15"	173.50'	50.38'
C4	Δ=9°03'11"	500.00'	79.00'
C5	Δ=90°00'00"	150.00'	235.62'
C6	Δ=0°07'38"	985.37'	2.19'
C7	Δ=33°25'06"	55.00'	32.08'

Radial Bearing Table	
Curve #	Radial Bearing
C1	N15°48'29"E

DETAIL-1

1"=10'



TEN TRAILS
MOUNTAIN VIEW MIXED USE
DIVISIONS 1 AND 2
CITY OF BLACK DIAMOND,
KING COUNTY, WASHINGTON



DAVID EVANS
AND ASSOCIATES INC.
20300 Woodinville Snohomish Rd NE
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p: 425 415 2000 f: 425 486 5059

JOB NO. RICS00000017
SHEET 5 OF 12

TEN TRAILS

MOUNTAIN VIEW MIXED USE DIVISIONS 1 AND 2

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

FUTURE DEVELOPMENT TRACTS

LEGEND

FOUND STANDARD CITY OF
BLACK DIAMOND STREET MONUMENT

HORIZONTAL DATUM

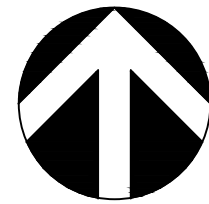
NAD 83/91, WASHINGTON NORTH ZONE

BASIS OF BEARING

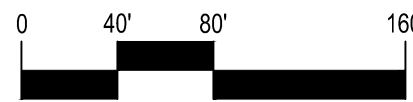
NORTH 01°24'33" EAST BEING THE WEST LINE OF THE
NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 21
NORTH, RANGE 6 EAST, W.M. AS SHOWN ON THE PLAT
OF TEN TRAILS PPIA DIVISIONS 3-5 AND 8 FILED IN
VOLUME 286 OF PLATS, AT PAGES 20 THROUGH 39,
INCLUSIVE, AND RECORDED UNDER RECORDING NO.
20181205000364, RECORDS OF KING COUNTY,
WASHINGTON.

GENERAL NOTE

1. REFER TO CITY OF BLACK DIAMOND RECORD OF
SURVEY, REC. NO. 20230601900009 FOR
CENTERLINE MONUMENT DETAILS



NORTH



SCALE: 1" = 80'

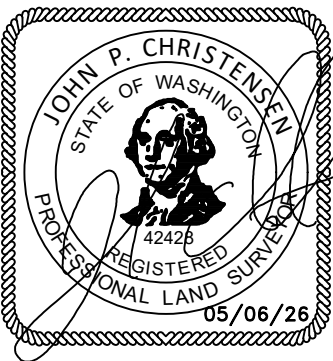
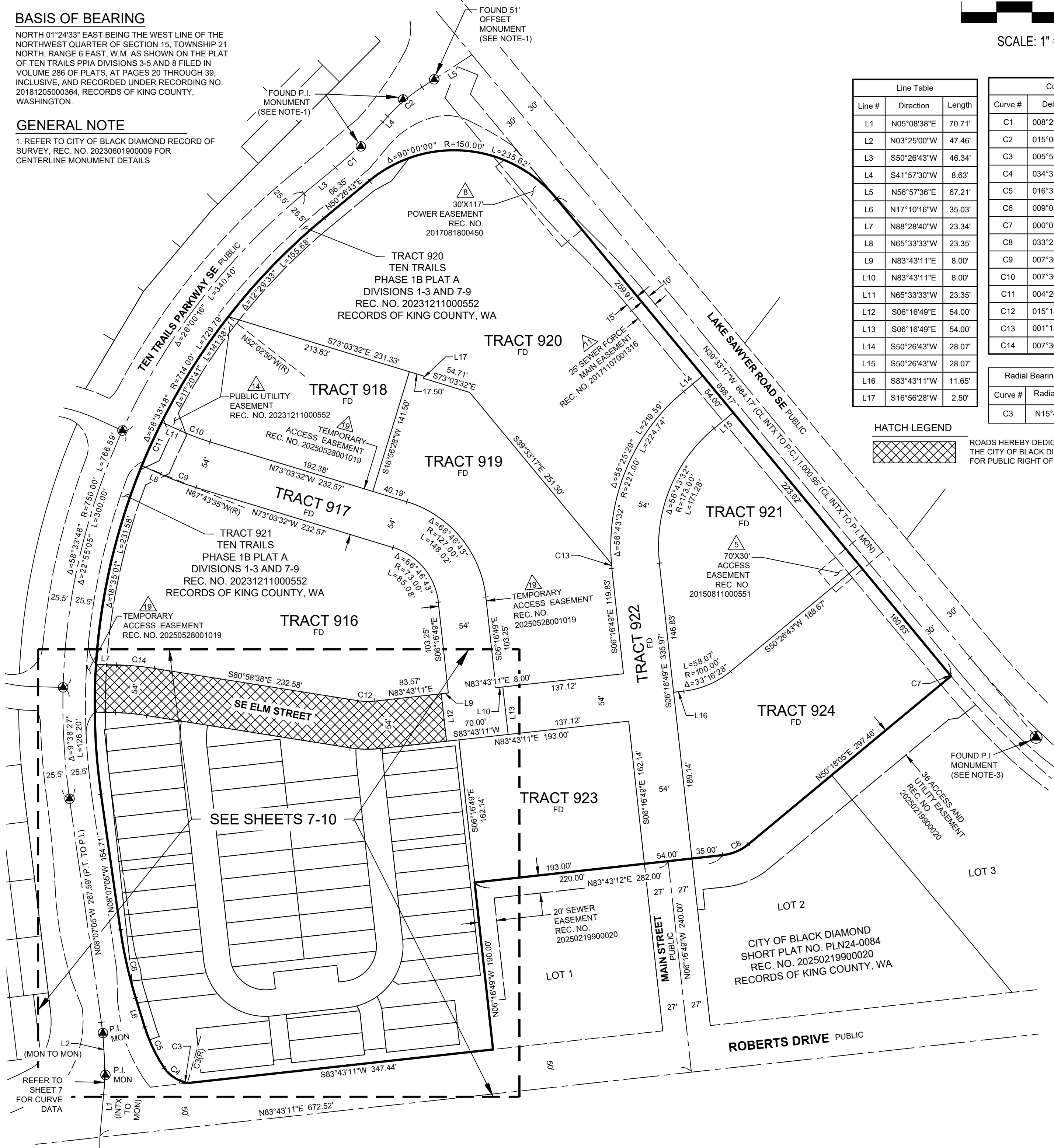
Line Table			Curve Table			
Line #	Direction	Length	Curve #	Delta	Radius	Length
L1	N05°08'38"E	70.71'	C1	008°29'13"	500.00'	74.06'
L2	N03°25'00"W	47.46'	C2	015°00'05"	195.00'	51.06'
L3	S50°26'43"W	46.34'	C3	005°51'02"	83.50'	8.53'
L4	S41°57'30"W	8.63'	C4	034°31'58"	40.00'	24.11'
L5	N56°57'36"E	67.21'	C5	016°38'15"	173.50'	50.38'
L6	N17°10'16"W	35.03'	C6	009°03'11"	500.00'	79.00'
L7	N88°28'40"W	23.34'	C7	000°07'38"	985.37'	2.19'
L8	N65°33'33"W	23.35'	C8	033°25'06"	55.00'	32.08'
L9	N83°43'11"E	8.00'	C9	007°30'00"	327.00'	42.80'
L10	N83°43'11"E	8.00'	C10	007°30'00"	273.00'	35.74'
L11	N65°33'33"W	23.35'	C11	004°20'04"	714.00'	54.01'
L12	S06°16'49"E	54.00'	C12	015°18'10"	73.00'	19.50'
L13	S06°16'49"E	54.00'	C13	001°18'03"	227.00'	5.15'
L14	S50°26'43"W	28.07'	C14	007°30'01"	327.00'	42.81'
L15	S50°26'43"W	28.07'				
L16	S83°43'11"W	11.65'				
L17	S16°56'28"W	2.50'				

Radial Bearing Table	
Curve #	Radial Bearing
C3	N15°48'29"E

HATCH LEGEND



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



TEN TRAILS MOUNTAIN VIEW MIXED USE DIVISIONS 1 AND 2

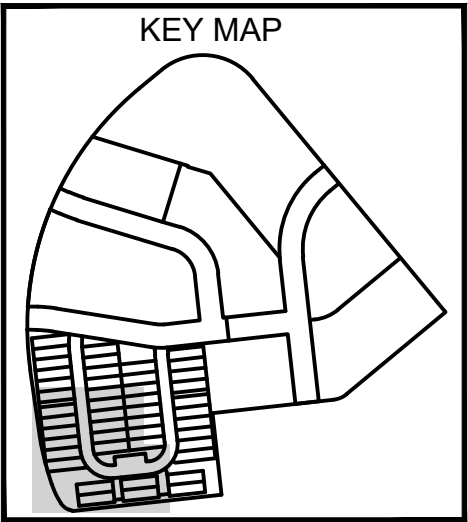
CITY OF BLACK DIAMOND,
KING COUNTY, WASHINGTON



**DAVID EVANS
AND ASSOCIATES INC.**
20300 Woodinville Snohomish Rd NE
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p: 425.415.2000 f: 425.486.5059

JOB NO. RICS00000017
SHEET 6 OF 12

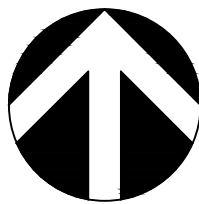
SEE SHEET 3 OF 12
FOR ADDRESSES



TEN TRAILS

MOUNTAIN VIEW MIXED USE DIVISIONS 1 AND 2

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



NORTH

SCALE: 1" = 20'

LEGEND

- ① PUBLIC UTILITY EASEMENT
- ② PRIVATE STORM DRAINAGE EASEMENT
- ③ PRIVATE PEDESTRIAN ACCESS EASEMENT
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- LA - LANDSCAPE
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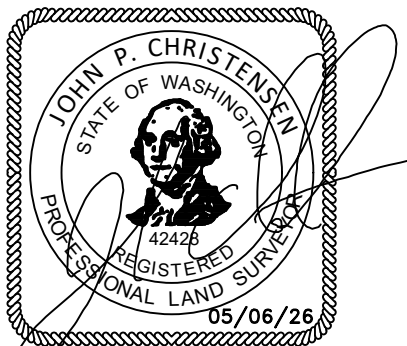
SYMBOL LEGEND

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- ⊙ SET STANDARD CITY OF BLACK DIAMOND ROAD MONUMENT IN CASE
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- ⊗ SET TACK IN LEAD W/ WASHER ON PROPERTY CORNER
- ⊗ SET 1.0' OFFSET TACK IN LEAD W/WASHER

Radial Bearing Table	
Curve #	Radial Bearing
C1	N15°48'29"E

Line Table		
Line	Bearing	Length
L1	S83°43'11"W	7.00
L2	S06°16'49"E	5.11
L3	S06°16'49"E	5.00
L4	S27°12'15"E	3.74
L15	S41°39'31"W	17.28

Curve Table			
Curve #	Delta	Radius	Length
C1	005°51'02"	83.50	8.53
C2	014°28'39"	40.00	10.11
C3	003°13'30"	70.00	3.94
C4	006°52'03"	20.00	2.40
C5	008°33'01"	70.00	10.45
C6	014°03'23"	20.00	4.91

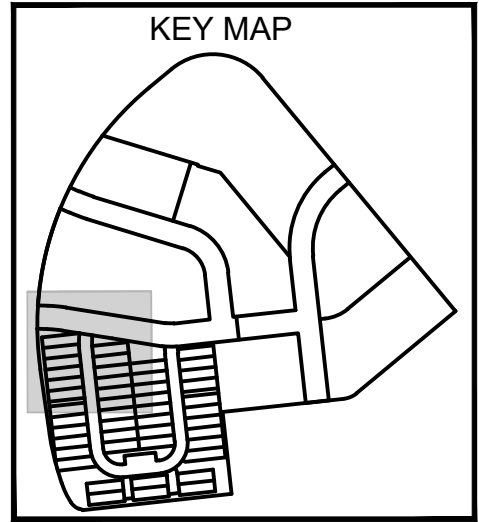


TEN TRAILS
MOUNTAIN VIEW MIXED USE
DIVISIONS 1 AND 2
CITY OF BLACK DIAMOND,
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JOB NO. RICS00000017
SHEET 7 OF 12

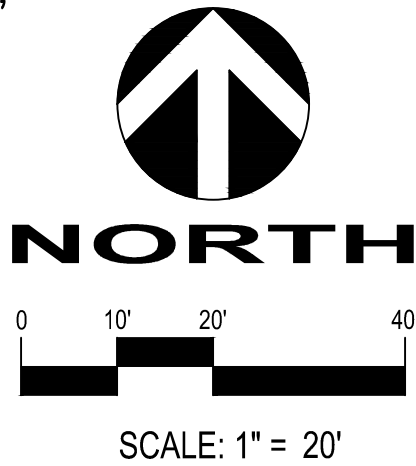
SEE SHEET 3 OF 12
FOR ADDRESSES



TEN TRAILS

MOUNTAIN VIEW MIXED USE DIVISIONS 1 AND 2

PORTION OF THE NE 1/4 OF THE NW 1/4, SE 1/4 OF THE NW 1/4, NW 1/4 OF THE NE 1/4,
SW 1/4 OF THE NE 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M.,
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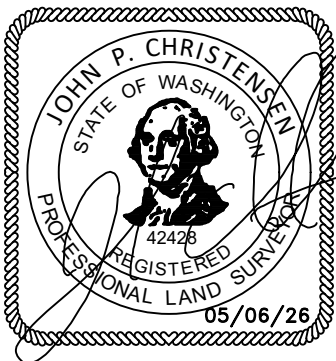
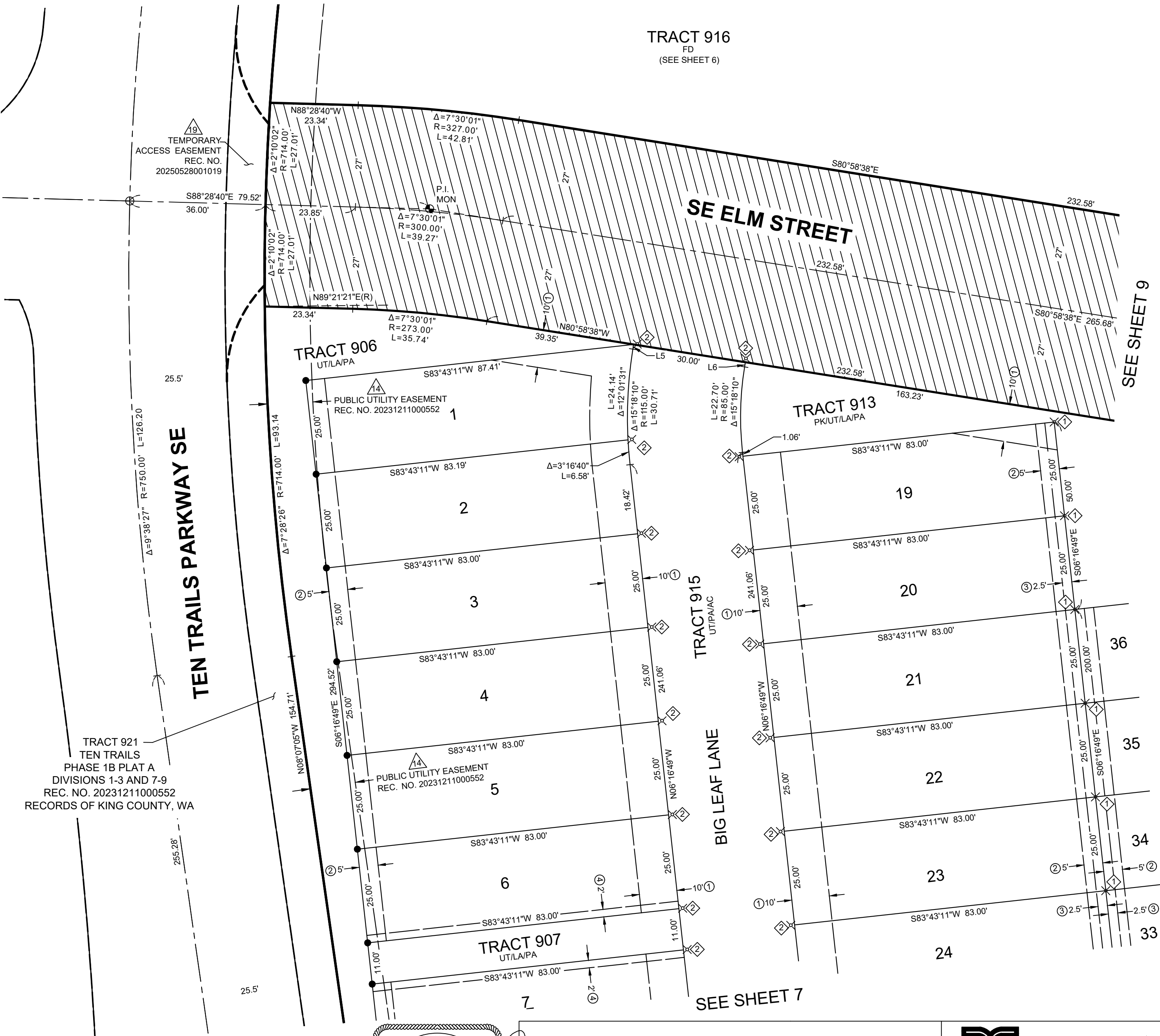
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LEGEND

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- ④ PUBLIC WATER EASEMENT
- LA - LANDSCAPE
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- AC - ACCESS

Line Table		
Line	Bearing	Length
L5	N09° 01' 22"E	1.27
L6	N09° 01' 22"E	1.27



TEN TRAILS MOUNTAIN VIEW MIXED USE DIVISIONS 1 AND 2

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SHEET 8 OF 12

SEE SHEET 3 OF 12
FOR ADDRESSES

TEN TRAILS

MOUNTAIN VIEW MIXED USE DIVISIONS 1 AND 2

PORTION OF THE NE 1/4 OF THE NW 1/4, SE 1/4 OF THE NW 1/4, NW 1/4 OF THE NE 1/4,
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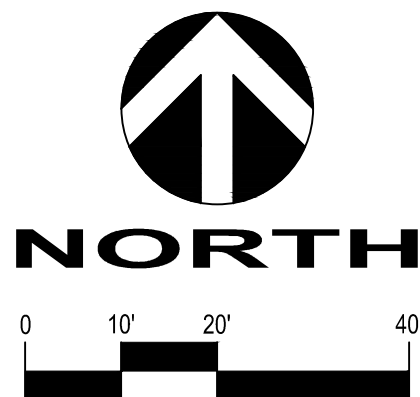
VOL/PG

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LEGEND

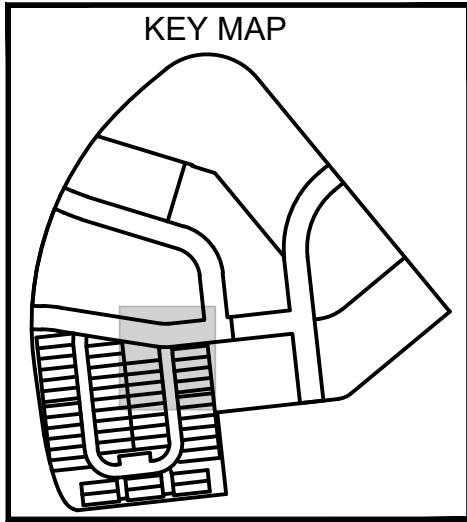
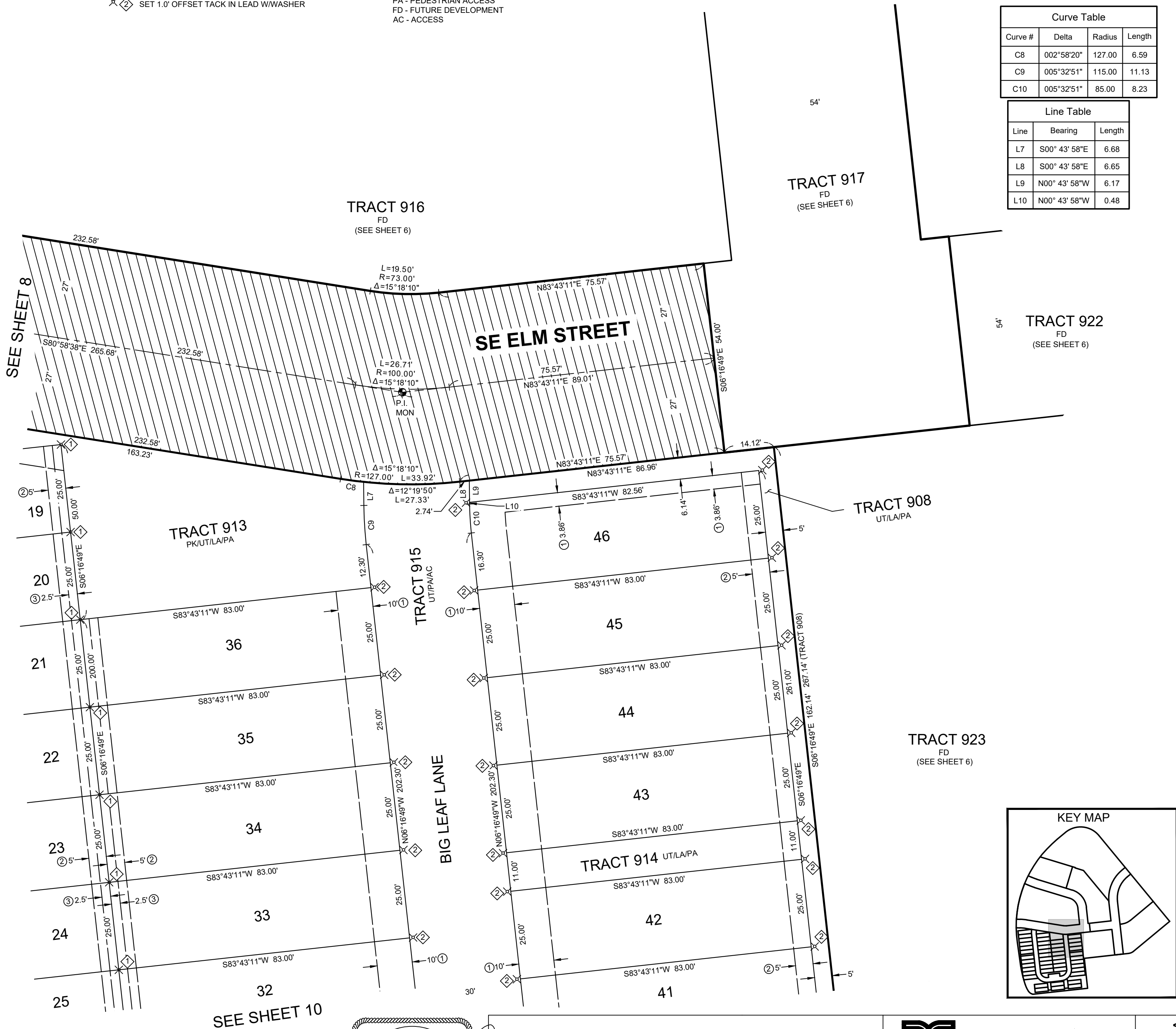
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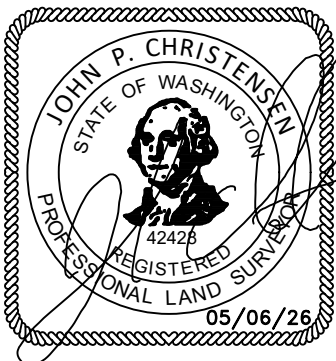
SCALE: 1" = 20'

Curve Table			
Curve #	Delta	Radius	Length
C8	002°58'20"	127.00	6.59
C9	005°32'51"	115.00	11.13
C10	005°32'51"	85.00	8.23

Line Table		
Line	Bearing	Length
L7	S00° 43' 58"E	6.68
L8	S00° 43' 58"E	6.65
L9	N00° 43' 58"W	6.17
L10	N00° 43' 58"W	0.48



SEE SHEET 3 OF 12
FOR ADDRESSES



TEN TRAILS MOUNTAIN VIEW MIXED USE DIVISIONS 1 AND 2

CITY OF BLACK DIAMOND,
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JOB NO. RICS00000017
SHEET 9 OF 12

VOL/PG

TEN TRAILS

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CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

Line Table		
Line	Bearing	Length
L4	S27° 12' 15"E	3.74
L12	S83° 43' 11"W	7.00
L13	N27° 12' 15"W	2.83
L14	N56° 09' 21"W	7.59

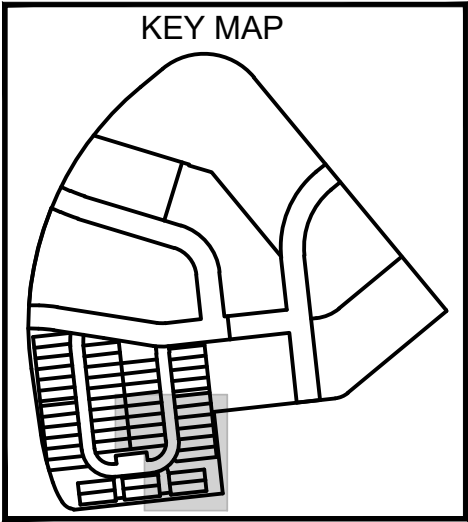
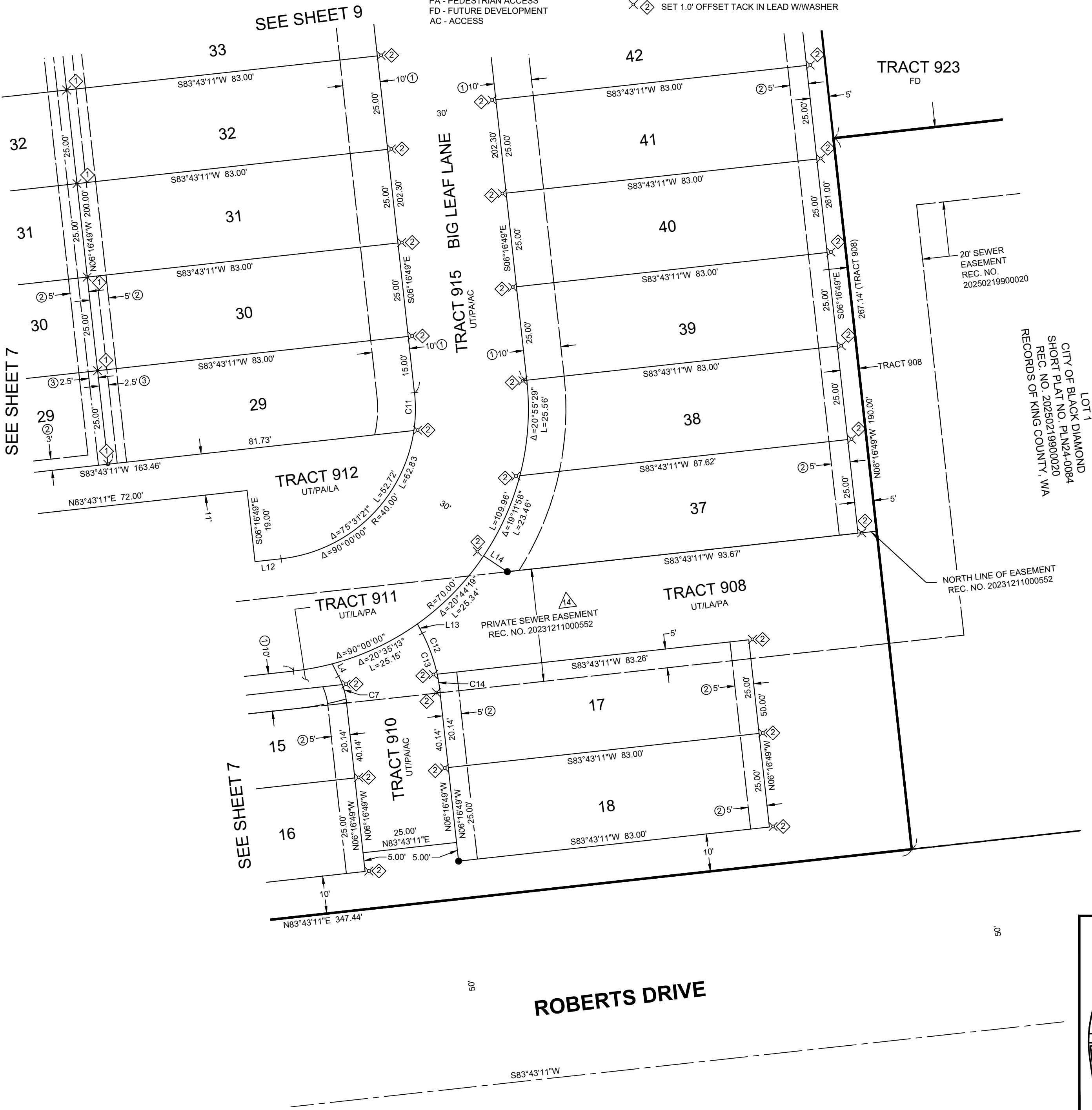
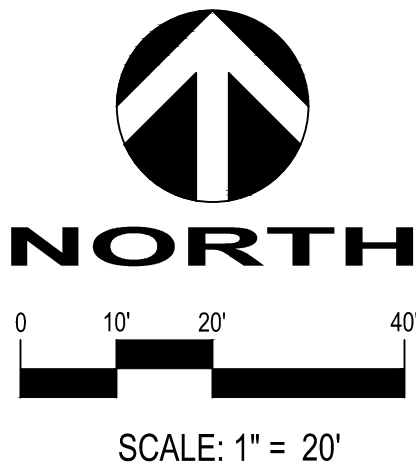
Curve Table			
Curve #	Delta	Radius	Length
C7	020°55'26"	20.00	7.30
C11	014°28'39"	40.00	10.11
C12	014°43'37"	45.00	11.57
C13	020°55'26"	45.00	16.43
C14	006°11'49"	45.00	4.87

LEGEND

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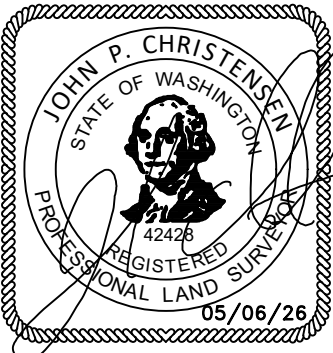
TEN TRAILS MOUNTAIN VIEW MIXED USE DIVISIONS 1 AND 2

CITY OF BLACK DIAMOND,
KING COUNTY, WASHINGTON



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JOB NO. RICS00000017
SHEET 10 OF 12



SEE SHEET 3 OF 12
FOR ADDRESSES

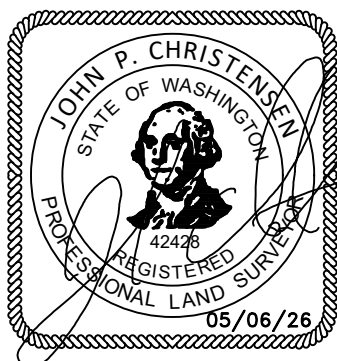
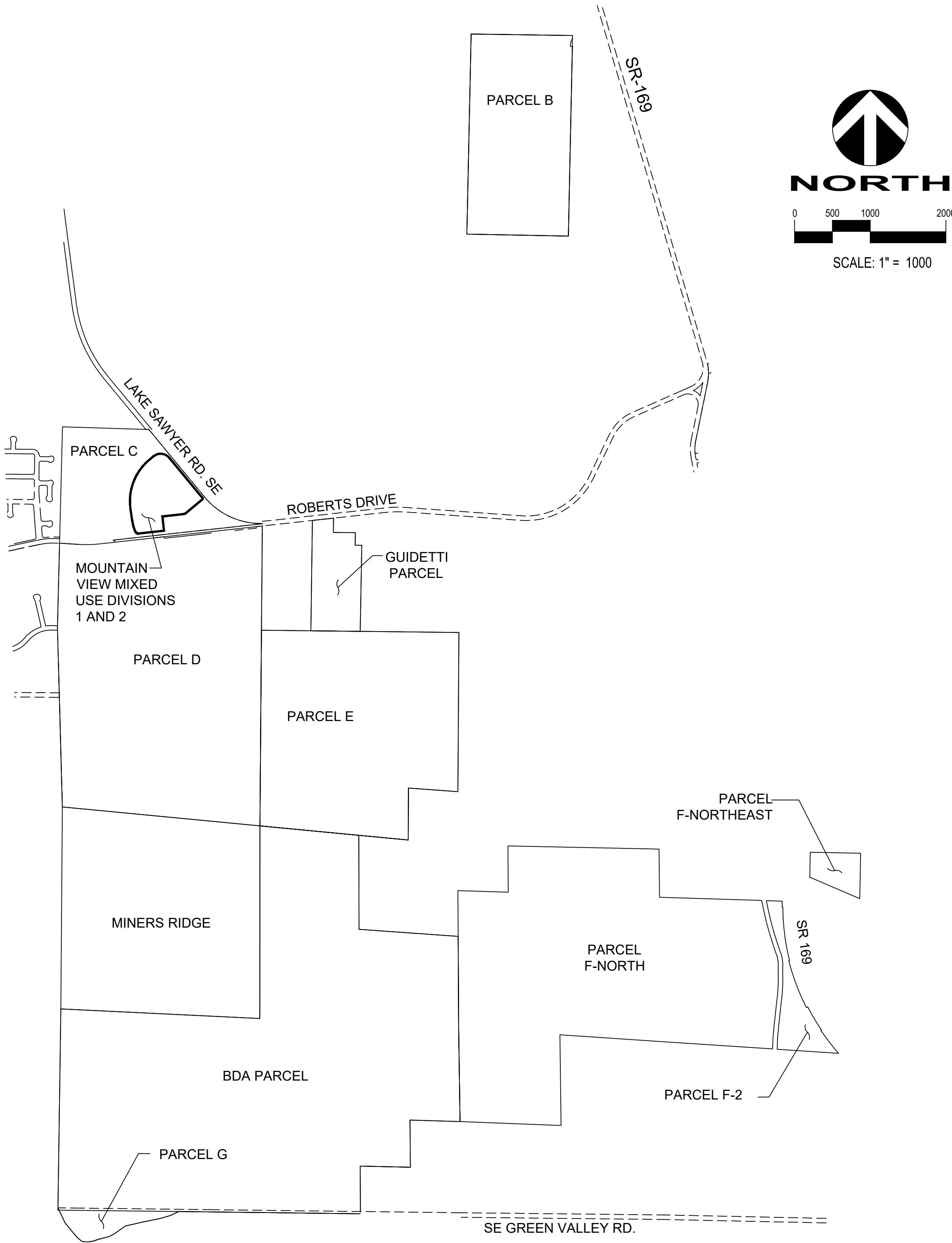
TEN TRAILS

VOL/PG

MOUNTAIN VIEW MIXED USE DIVISIONS 1 AND 2

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

MPD PARCEL MAP



TEN TRAILS
MOUNTAIN VIEW MIXED USE
DIVISIONS 1 AND 2
CITY OF BLACK DIAMOND,
KING COUNTY, WASHINGTON



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AND ASSOCIATES INC.
20300 Woodinville Snohomish Rd NE
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p: 425 415 2000 f: 425 486 5059

JOB NO. RICS00000017
SHEET 11 OF 12

TEN TRAILS

MOUNTAIN VIEW MIXED USE DIVISIONS 1 AND 2

PORTION OF THE NE 1/4 OF THE NW 1/4, SE 1/4 OF THE NW 1/4, NW 1/4 OF THE NE 1/4,
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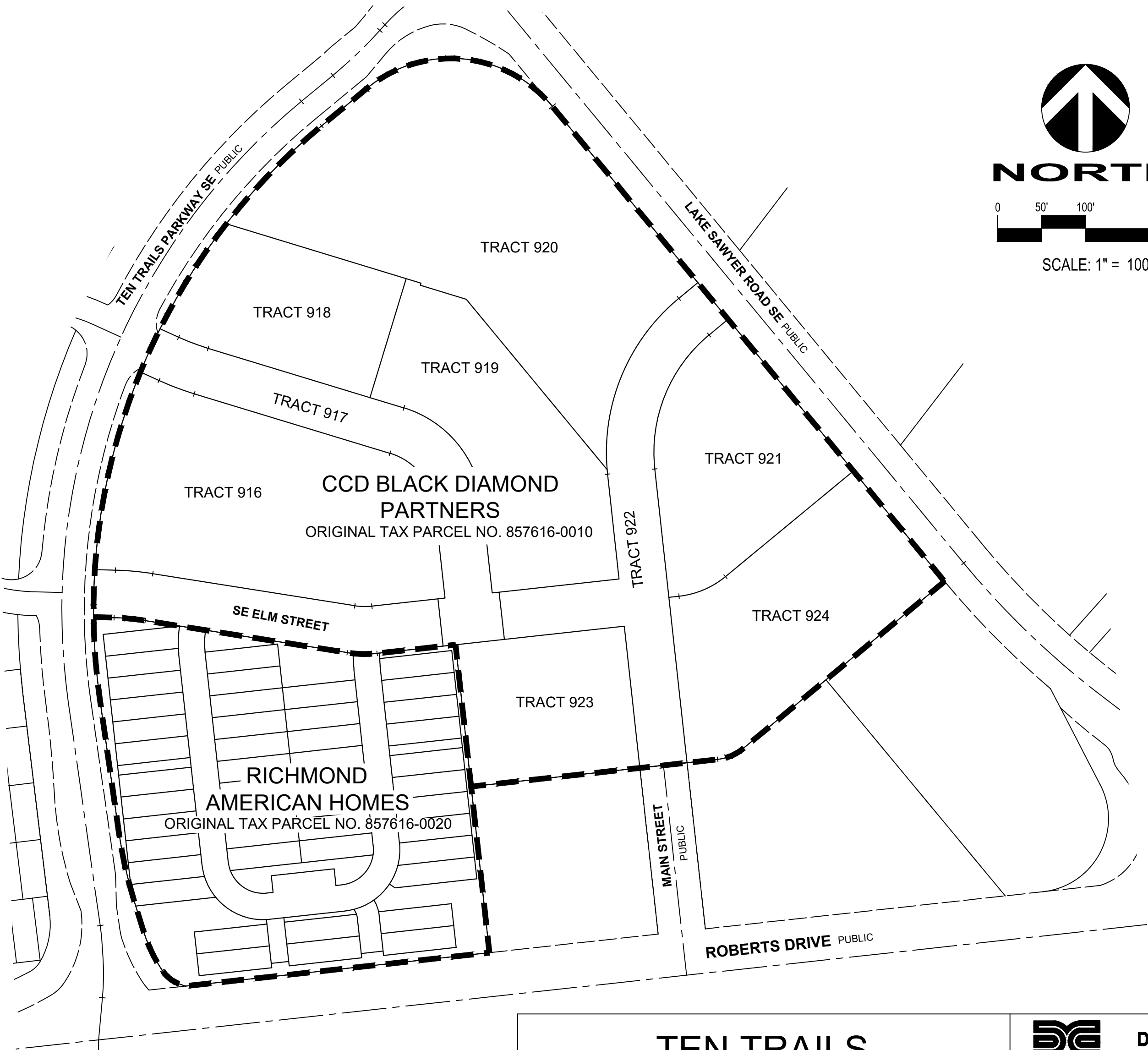
VOL/PG

INFRASTRUCTURE IMPROVEMENT TIMING

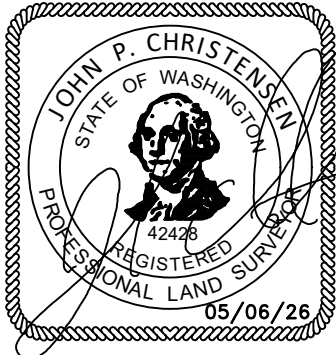
(INFRASTRUCTURE IMPROVEMENTS SHALL BE CONSTRUCTED AS REQUIRED BY THE VILLAGES DEVELOPMENT AGREEMENT SECTION 11: PROJECT PHASING, INCLUDING - BUT NOT LIMITED TO - THE FOLLOWING ITEMS:)

PROJECT IDENTIFICATION	DESCRIPTION	
PIPELINE ROAD	CONSTRUCT PIPELINE ROAD FROM SR169 TO LAKE SAWYER ROAD SE.	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 2866TH 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. [PENDING MAJOR AMENDMENT PLN26-0006.]
SR 169/BAKER STREET	FIRST PHASE: CONSTRUCT AN EASTBOUND-TO-NORTHBOUND REFUGE/MERGE LANE AND A NORTHBOUND LEFT TURN LANE FINAL PHASE: SIGNALIZE INTERSECTION	CONSTRUCTION OF THE FIRST PHASE WILL COMMENCE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY OF THE 1,089TH ERU. CONSTRUCTION OF THE FINAL PHASE WILL COMMENCE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE 1,422ND ERU.
SR 169/LAWSON STREET	FIRST PHASE: CONSTRUCT A NORTHBOUND LEFT TURN LANE AND A SOUTHBOUND LEFT TURN LANE FINAL PHASE: SIGNALIZE INTERSECTION	CONSTRUCTION OF THE FIRST PHASE WILL COMMENCE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY OF THE 1,089TH ERU. CONSTRUCTION OF THE FINAL PHASE WILL COMMENCE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE 1,422ND ERU.
COMMUNITY CONNECTOR	EXTEND COMMUNITY CONNECTOR IN SEVERAL PHASES FROM END OF CONSTRUCTION IN PHASE 1A, NEAR INTERSECTION OF VILLAGES PARKWAY SE AND SE DOGWOOD STREET, INCLUDING APPROXIMATELY 2,800 LINEAR FEET OF ROADWAY.	CONSTRUCTED IN PHASES AS NECESSARY TO PROVIDE ACCESS TO EACH PHASE 2 PLAT THAT TAKES ACCESS FROM THE COMMUNITY CONNECTOR. EACH PHASE OF CONSTRUCTION WILL BE COMPLETED THROUGH THE INTERSECTION OF THE STREET THAT PROVIDES ACCESS TO EACH PHASE 2 PLAT WITHIN THE VILLAGES MPD.

OWNERSHIP DETAIL



LEGEND
- - - - - OWNERSHIP LINE



CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Amendment No. 10 to Professional Services Agreement with RH2 Engineering, Inc. for the Black Diamond Springs Rehabilitation project	Agenda Date: June 2, 2026	
	AB26-064	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev –Hal Hart	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$553,000	Public Works – Scott Hanis	X
Fund Source: WSFFA Partners	Court – Judge Swain/Tawnya Parks	
Timeline: 2026		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Resolution; Amendment 10; Exhibit A; Exhibit B		
SUMMARY STATEMENT: Design work on the rehabilitation of the springs is nearing completion. The rehabilitation includes water conveyance to the top of the hill next to the Green River. The phase of work following the rehabilitation of the springs includes upgrading the conveyance down the hill to the Green River and crossing the river. There have been numerous challenges to crossing the river, but there looks to be a viable option. The challenge will be delivery of components and equipment for construction. The previous amendment looked at options for access to the Green River and delivery of construction materials/equipment. This amendment will complete the design work and provide bid-ready documents for us. FISCAL NOTE (Finance Department): The Springs project is covered by the partners of the Water Supply Facilities Funding Agreement (WSFFA). The Partners have received a call for funds for \$501,000 + 10%, which call came before some adjustments to the scope to fund this work per the WSFFA.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 26-1747, authorizing the Mayor to execute Amendment 10 to the Professional Services Agreement with RH2 Engineering, Inc. for the Black Diamond Springs Rehabilitation project.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 2, 2026		

RESOLUTION NO. 26-1747

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

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

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

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

WHEREAS, a promising solution for a new bridge is in the works but delivery of the bridge components needs more study; and

WHEREAS, the previous amendment explored options for delivery of the components and design challenges; and

WHEREAS, this amendment will take what was learned from the previous amendment and allow us to complete the design of the Green River crossing;

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

Section 1. The Mayor is hereby authorized to execute Amendment 10 to the Professional Services Agreement with RH2 Engineering, Inc. for the Black Diamond Springs Rehabilitation project, substantially in the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF JUNE, 2026.

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk

City of Black Diamond
Contract Amendment No. 10
Black Diamond Springs Rehabilitation
Green River Bridge Design

RH2 Project No. 0518179.00

In accordance with our Professional Services Agreement for the Black Diamonds Springs Rehabilitation dated November 2018, this is an authorization to revise the project parameters as described below. The work will be performed and invoiced using the terms and conditions listed in the original agreement, plus previous amendments.

This Amendment modifies the following elements of the Scope of Work and Fee Estimate:

Reference attached **Exhibit A** and **Exhibit B**.

The engineering fee authorization will increase by \$501,000 for a total authorization amount of **\$2,000,000**.

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

RH2 Engineering, Inc.

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

City of Black Diamond

24301 Roberts Drive, Black Diamond, WA 98010

SIGNATURE

DATE

SIGNATURE

DATE

PRINT NAME & TITLE

PRINT NAME & TITLE

EXHIBIT A
Scope of Work
Amendment No. 9
City of Black Diamond
Black Diamond Springs Rehabilitation
Green River Bridge Access Road Evaluation
January 2026

Background

The Black Diamond Springs are the City of Black Diamond's (City) major source of drinking water supply and are utilized year-round. Groundwater is collected in a series of collection boxes and pipes. Once captured, the piped spring water flows via gravity across the top of an embankment area and down a steep slope. It then crosses the Green River via a 6-inch-diameter pipe on a cable suspension bridge and is pumped to the City's water system via the North Bank Pump Station (NBPS). The existing conveyance pipe from the Black Diamond Springs' junction box to the NBPS is undersized and the existing cable suspension bridge was built approximately 100 years ago. Thus, the City requested support from RH2 Engineering, Inc., (RH2) to investigate potential improvements.

In 2025, RH2 retained Peterson Structural Engineers, Inc., as a subconsultant to conduct a structural feasibility study on the suspension bridge. The study evaluated four alternatives, including replacement of the existing cable structure in kind, but concluded that a prefabricated launched bridge is the most feasible alternative to pursue. Access to the bridge site is provided via an unpaved utility road system. To facilitate construction access, including heavy vehicles with up to a 40-foot goose neck trailer, improvements to the access road are anticipated.

The City has asked that RH2 prepare this Scope of Work to identify the required road improvements to facilitate construction activities at the bridge site.

General Assumptions

The following assumptions were made when preparing this Scope of Work:

- *RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City or others in relation to this Scope of Work. Information is assumed to be provided by or with written authorization from the owner of the information.*
- *Deliverables will be submitted in electronic format (PDF) unless otherwise noted.*
- *The services described herein will be performed to the level of effort identified in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the City and RH2.*
- *Design and production of bid documents required for any recommended improvements identified in this Scope of Work will be executed under a separate scope of work.*

Task 1 — Desktop Review and Analysis

Objectives: Establish an understanding of existing site conditions, available data, and project goals. Evaluate the existing access road geometry using vehicle tracking software to determine where the anticipated construction vehicles can and cannot safely travel. Identify required improvements to provide clearance and adequate maneuverability.

Approach:

- 1.1 Attend one (1) on-site visit to evaluate the existing access road with an RH2 traffic engineer to formulate an opinion of the existing road condition.
- 1.2 Coordinate with contractors to confirm assumptions related to construction vehicles, clearance, and maneuverability requirements.
- 1.3 Perform a desktop review of the existing survey and geotechnical data to identify potential constraints such as tight curves or steep slopes.
- 1.4 Perform a vehicle tracking analysis along the existing road alignment to evaluate both inbound and outbound travel. Identify areas where improvements are required.
- 1.5 Recommend specific improvements for identified areas, including widening, grading, or alignment adjustment. Document recommended improvements directly via plan sheets or exhibits.

Assumptions:

- *Existing survey data is accurate and complete for the sections of the access road anticipated to be used by the bridge contractor.*
- *The largest required vehicle is a dual-axle flat-bed truck with a 40-foot goose neck trailer.*
- *Analysis will focus on geometric feasibility and clearance and does not aim to guarantee the structural capacity of the existing roadway.*

Provided by the City:

- Available project records related to the elements of design, including reports, studies, operations records, maintenance records, and other relevant project documents.
- Access to the utility road system and bridge site.

RH2 Deliverables:

- Summary of analysis findings identifying required improvements, documented directly on existing plan sheets or exhibits with annotations.

Task 2 — Project Management

Objective: Manage RH2's project team and maintain regular client communications, including phone calls, emails, and progress meetings.

Approach:

- 2.1 Organize, manage, communicate, and coordinate technical disciplines as described herein. Provide direction, coordination, and oversight to the RH2 project team.
- 2.2 Prepare monthly invoices and budget status summaries.

RH2 Deliverables:

- Monthly invoices.
- Project Schedule

EXHIBIT B**Fee Estimate****Amendment No. 9****City of Black Diamond****Green River Bridge Access Road Evaluation****Jan-26**

Description		Total Hours	Total RH2 Labor	Total Hours	Total ALL Hours	Total ALL Labor	Total RH2 Expense	Total Expense	Total Cost
Task 1	Desktop Review and Analysis	124	\$ 29,414	-	124	\$ 29,414	\$ 2,567	\$ 2,567	\$ 31,981
1.1	Attend on-site visit	18	\$ 4,800	-	18	\$ 4,800	\$ 894	\$ 894	\$ 5,694
1.2	Coordinate with bridge contractors	10	\$ 2,230	-	10	\$ 2,230	\$ 83	\$ 83	\$ 2,313
1.3	Perform desktop review	38	\$ 9,194	-	38	\$ 9,194	\$ 395	\$ 395	\$ 9,589
1.4	Perform vehicle tracking analysis	34	\$ 7,278	-	34	\$ 7,278	\$ 567	\$ 567	\$ 7,845
1.5	Provide recommendations	24	\$ 5,912	-	24	\$ 5,912	\$ 628	\$ 628	\$ 6,540
Task 2	Project Management	30	\$ 6,288	-	30	\$ 6,288	\$ 331	\$ 331	\$ 6,619
2.1	Manage RH2 team	22	\$ 4,912	-	22	\$ 4,912	\$ 297	\$ 297	\$ 5,209
2.2	Prepare monthly invoices	8	\$ 1,376	-	8	\$ 1,376	\$ 34	\$ 34	\$ 1,410
Subtotal Green River Bridge Access Road Evaluation Tasks		154	\$ 35,702	-	154	\$ 35,702	\$ 2,898	\$ 2,898	\$ 38,600
PROJECT TOTAL		154	\$ 35,702	-	154	\$ 35,702	\$ 2,898	\$ 2,898	\$ 38,600

EXHIBIT C
RH2 ENGINEERING, INC.
2026 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$181	\$/hr
Professional II	\$200	\$/hr
Professional III	\$223	\$/hr
Professional IV	\$244	\$/hr
Professional V	\$262	\$/hr
Professional VI	\$281	\$/hr
Professional VII	\$307	\$/hr
Professional VIII	\$334	\$/hr
Professional IX	\$338	\$/hr
Technician I	\$141	\$/hr
Technician II	\$154	\$/hr
Technician III	\$174	\$/hr
Technician IV	\$189	\$/hr
Technician V	\$207	\$/hr
Technician VI	\$228	\$/hr
Technician VII	\$248	\$/hr
Technician VIII	\$260	\$/hr
Administrative I	\$95	\$/hr
Administrative II	\$110	\$/hr
Administrative III	\$132	\$/hr
Administrative IV	\$154	\$/hr
Administrative V	\$178	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	\$0.7250	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

EXHIBIT A
Scope of Work
City of Black Diamond
Black Diamond Springs Rehabilitation
Green River Bridge Design
May 2026

Background

The Black Diamond Springs are the City of Black Diamond's (City) major source of drinking water supply and are utilized year-round. Groundwater is collected in a series of collection boxes and pipes. Once captured, the piped spring water flows via gravity across the top of an embankment area and down a steep slope. It then crosses the Green River via a 6-inch-diameter pipe on a cable suspension bridge and is pumped to the City's water system via the North Bank Pump Station (NBPS).

Additionally, the City's water right from the Black Diamond Springs allows for a water allotment for power generation. The City owns a power generation site on the south bank of the river that needs periodic inspection. Thus, the cable suspension bridge supports the water main across the river and provides pedestrian access to the power generating facility. This facility is an asset that the City would like to maintain.

In 2025, RH2 Engineering, Inc. (RH2) retained Peterson Structural Engineers, Inc., (PSE) as a subconsultant to conduct a structural feasibility study on the suspension bridge. The study evaluated four alternatives including replacement of the existing cable structure in kind, but concluded that a prefabricated launched bridge is the most feasible alternative to pursue.

The City has currently obtained State Environmental Policy Act, Shoreline Development, and Shoreline Conditional Use permits in relation to this project. Additional permitting effort will be required to obtain a clearing and grading permit in addition to a King County Building Permit.

In late 2025, heavy rains initiated multiple landslides of the north slope of the Green River on the project site and debris impacted the existing bridge. While the water main is still in operation, the full extent of the bridge's condition after the landslides has not been fully analyzed due to the configuration of the existing cable anchors and debris located over the north side of the bridge. The City is in the process of declaring an emergency to expedite the permitting process and begin improvements to the existing bridge.

The City is committed to the rehabilitation of the entire Black Diamond Springs source of supply. RH2 is currently under contract for the Design Phase Nos. 1 through 4. These Design Phases include the following.

- Phase 1 – North Bank Booster Pump Station
- Phase 2 – Transmission Main
- Phase 3 – Springs Conveyance System

- Phase 4 – Springs Groundwater Under the Influence of Surface Water Protection

These Design Phases did not include services to replace the water main crossing of the Green River, as the City was evaluating alternatives for this phase of the project.

The City has asked that RH2 prepare this Scope of Work for the design of a new prefabricated launched bridge to support the new water main and provide pedestrian access to the south bank.

General Assumptions

The following assumptions were made when preparing this Scope of Work:

- *The bridge will be a prefabricated steel single-span launched bridge fully designed by the contractor.*
- *RH2 assumes that the design will not be reconceptualized in the review process of the 60, 90, and 100-percent deliverables. Comments will be constrained to details that were developed after the previous review submittal, or that were revised or unresolved during the previous review process.*
- *RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City or others in relation to this Scope of Work. Information is assumed to be provided by or with written authorization from the owner of the information.*
- *Deliverables will be submitted in electronic format (PDF) unless otherwise noted.*
- *The services described herein will be performed to the level of effort identified in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the City and RH2.*
- *Acceptance or rejection of permit submittal is beyond the control of RH2 and the City, and no date is warranted or implied for agency response or approval.*
- *It is assumed that the City will advertise the project and be the main point of contact for bidders.*

Task 1 – Project Management

Objective:

Manage RH2's project team and maintain regular client communications, including phone calls, emails, and progress meetings.

Approach:

- 1.1 Provide direction, coordination, and oversight to the RH2 project team. Organize, manage, and coordinate technical disciplines as described herein.
- 1.2 Coordinate with PSE as a subconsultant to RH2 to create a performance specification of the premanufactured launched bridge, abutment foundation drawings, structural calculations and specifications.

1.3 Coordinate with Sage Geotechnical to perform geotechnical investigations, analysis and reporting required to develop bridge abutment subgrade design values.

1.4 Prepare monthly invoices and budget status summaries.

RH2 Deliverables:

- Monthly invoices and project status updates.

Task 2 – 60-Percent Design

Objective:

Prepare 60-percent design plans, technical specifications, and Opinion of Probable Construction Cost (OPCC) that illustrates the prefabricated bridge and other project features. These documents will be prepared as draft documents for City review.

Approach:

2.1 Update the 30-percent design plans (prepared under previous contract) to illustrate the prefabricated bridge, site work, pipe alignment plans, structural design, and other project features.

- Revise existing, construction, and proposed site plans.
- Revise Construction and Final Grading Plans.
- Revise the piping alignment plans on the south bank, finalize the north bank piping alignment, and develop project piping details.
- Design and draft plans illustrating the bridge abutment pile layout, size, and material.
- Incorporate structural design sheets for the north and south abutments based on PSE's 60-percent design documents.

2.2 Develop technical specifications using RH2's modified Construction Specification Institute technical specifications tailored for this project. Develop front-end specifications and non-technical specifications using the City's standard legal documents.

2.3 Prepare the 60-percent OPCC based on the design documents.

2.4 Submit 60-percent plans, specifications, and OPCC to the City for review.

2.5 Attend (1) meeting with the City to review comments provided by the City shareholders regarding the submitted documents.

Provided by the City:

- Review comments on the 60-percent design documents coordinated between all City shareholders within fifteen (15) working days of receipt of 60-percent design package.

RH2 Deliverables:

- 60-percent plans, technical specifications, and OPCC.

Task 3 – 90-Percent Design

Objective:

Prepare 90-percent design plans, specifications, and OPCC, incorporating the results of other tasks and review comments on the 60-percent design from City staff. These documents will be prepared for the 90-percent City and Agency review.

Approach:

- 3.1 Further develop design plans to illustrate the prefabricated bridge, site work, pipe alignment plans, structural design, other project features, and address City comments.
 - Revise existing, construction, and proposed site plans.
 - Revise Construction and Final Grading Plans.
 - Revise the piping alignment plans and piping details.
 - Revise abutment pile layout, size, and material if necessary.
 - Incorporate structural design sheets for the North and South Abutments based on PSE's 90-percent design.
- 3.2 Update the specifications to the 90-percent design level based on the City's review comments. Develop front-end specifications and non-technical specifications using the City's standard legal documents.
- 3.3 Prepare 90-percent OPCC based on the design documents.
- 3.4 Submit 90-percent plans, specifications, and OPCC to the City for review.
- 3.5 Attend (1) meeting with the City to review comments provided by the City shareholders regarding the submitted documents.

Provided by the City:

- Review comments on the 90-percent design documents coordinated between all City shareholders within fifteen (15) working days of receipt of the 90-percent design documents.

RH2 Deliverables:

- 90-percent plans, specifications, and OPCC .

Task 4 – Permitting

Objective:

Determine outstanding regulatory requirements for bridge design and construction. Prepare and submit permit applications and associated documents.

Approach:

- 4.1 Prepare a County Commercial Building Permit application and supporting materials such as the 90-percent design documents.
- 4.2 Prepare a County Clearing and Grading Permit application and supporting materials such as the 90-percent design documents.
- 4.3 Attend one (1) County permit submittal appointment. Coordinate with the County to answer questions as requested.
- 4.4 Prepare up to one (1) resubmittal per permit and attend up to one (1) additional resubmittal meetings.

Provided by the City:

- Direct payment of permitting fees.

RH2 Deliverables:

- One (1) hard copy each of the Commercial Building Permit and Clearing and Grading permit application materials submitted to the County.

Task 5 – Bid-Ready Documents

Objective:

Incorporate comments from the 90-percent review into the plans and specifications. Prepare the bid-ready plans and specifications.

Approach:

- 5.1 Finalize the project design plans and incorporate City review comments.
- 5.2 Finalize the non-technical and technical specifications and incorporate City review comments.
- 5.3 Finalize the OPCC and incorporate City review comments.
- 5.4 Perform internal quality assurance and quality control (QA/QC) review of the plans, specifications and OPCC.
- 5.5 Compile and the bid-ready design documents and submit to the City for bid solicitation.

RH2 Deliverables:

- Bid-ready plans, specifications, and OPCC.

Task 6 – Services During Bidding

Objective:

Assist the City during the bidding process.

Approach:

- 6.1 Receive contractor requests for information (RFIs) from the City and prepare bid addenda for the City to issue.
- 6.2 Attend (1) pre-bid walk through on site to answer questions for prospective bidders.

Assumptions:

- *Up to five (5) RFIs are anticipated for RH2 review.*
- *Up to two (2) or addenda are anticipated.*
- *The City will coordinate advertisement of the project and will pay any applicable fees.*
- *The City is responsible for construction contract award and execution.*

Provided by the City:

- Submission of the advertisement to the appropriate publications and payment of fees.
- Attendance at pre-bid walkthrough with prospective bidders.
- Issuance of addenda as needed.
- Contractor RFIs and bids provided to RH2.

RH2 Deliverables:

- Up to two (2) addenda in Word format.



April 22, 2026

Transmitted via email to: HSandoval@RH2.com; CCooper@RH2.com

RH2 Engineering, Inc.
1201 Pacific Ave., Ste 1750
Tacoma, WA 98402

Attn: Harley Sandoval, Project Manager, RH2 Engineering, Inc.
Casey Cooper, Structural Project Engineer, RH2 Engineering, Inc.

**Re: Proposal for Geotechnical Engineering Services
Green River Pipe Bridge
Black Diamond, Washington**

Dear Mr. Sandoval and Mr. Cooper:

Sage Geotechnical, LLC (Sage), is pleased to submit this proposal for geotechnical engineering services in support of the Green River Pipe Bridge project in Black Diamond, Washington. This proposal has been prepared with information provided by RH2 Engineering, Inc. (RH2, prime engineer).

PROJECT UNDERSTANDING

The City of Black Diamond's (City's) existing water supply crosses the Green River via a suspension pipe bridge. The City desires to increase the pipe size on the bridge to serve additional customers. King County (permitting jurisdiction) has required analysis of the bridge to re-use it to support the new pipe. However, details of the bridge foundation are unknown, and the condition of the superstructure may be inadequate. Therefore, the City proposes replacing the existing bridge with a new approximately 190-ft-span prefabricated steel truss bridge to carry a new 12-inch water supply pipe. The new bridge will not be publicly accessible.

The current plan is for the prefabricated bridge to be assembled in sections and sequentially "launched" as a cantilever with temporary cable support from the north bank of the river. The currently preferred landing spot (south river bank/south abutment) is on top of an existing concrete building, located just upriver of the existing bridge. The project may also consider landing the bridge at a rock outcropping just downriver of the existing bridge.

Landslides have occurred historically and recently above the proposed bridge landing locations; past sliding may have damaged the existing south bridge abutment.

RH2 has requested that Sage provide geotechnical engineering services to support design of the bridge.

PROPOSED SCOPE OF SERVICES

Sage's proposed scope of services includes the following tasks.

Task 1. North Abutment Geotechnical Investigation

Sage will advance one mud rotary soil boring near the proposed north abutment. Specifically, Sage will:

1. Perform public locating requirements (i.e., one-call utility notification center) at the proposed drilling location.
2. Subcontract a geotechnical driller to advance one mud rotary boring up to 100 ft below existing grade, or up to 30 ft into sandstone. Drilling will be observed and logged by Sage personnel and soil and rock samples will be collected with split spoon samplers or double-tube diamond core barrels. Sage has assumed drilling mud can be discarded at the site.
3. Transport soil samples to Sage's geotechnical soil laboratory for further examination and testing. Complete up to 10 soil index tests, either Atterberg limits or grain size analyses, to collect data to support engineering analyses.
4. Three soil samples will be submitted to a subcontracted laboratory to measure soil corrosivity parameters (pH, sulfate, chloride, resistivity).

Task 1 assumes permits and rights of entry will be arranged by others.

Task 2. South Abutment Initial Geotechnical Investigation

Sage will visit the site to observe exposed rock types, relative strengths, and discontinuities. Sage will also complete hand-auger borings or hand-excavated explorations on the slope. Sage will also visit the site with contractors to complete a constructability review. The constructability review will be used to evaluate whether there is a constructability reason to locate the proposed south abutment either upstream or downstream of the existing bridge.

Task 3. South Abutment Detailed Geotechnical Investigation

If the preferred south abutment is selected as the rock outcrop down river of the existing bridge, a rock core boring may be required to evaluate rock mass stability and the effect of discontinuities on global stability of the proposed abutment. While it is possible that Task 2 reveals enough information to determine global stability without the rock core boring, planning for the boring at this stage is recommended. If needed, Task 3 will include subcontracting a limited-access driller to advance two 60-ft rock core borings and up to 5 unconfined compressive strength tests. Task 3 assumes that the City will remove the tree that has fallen on the existing bridge prior to drilling, and permits and rights of entry will be arranged by others.

Task 4. Engineering Analysis and Reporting

Task 4 scope is anticipated to include preparation of a geotechnical engineering memorandum. The memorandum will be provided as a draft for review and comment by the design team. Sage has assumed one round of comments and updates prior to issuing a final stamped memorandum. The memorandum will include the following information requested by Peterson Structural Engineers:

General

- Regional geology/faults and other seismic sources/hazards determined by readily available information
- Water table elevation and effect of saturated soil
- Soil bearing capacity
- Active/At-Rest/Passive soil pressures
- Coefficient of friction
- Soil unit weight and subgrade modulus
- Soil Site Class and ASCE 7 seismic parameters in accordance with ASCE 7-16 and ASCE 7-22
 - Sage has assumed that a seismic site response analysis is not required
- Subgrade preparation recommendations
- Sulfate test results.

North Abutment

- Depth to suitable foundation soil and whether any overexcavation is required
 - Overall suitability of shallow foundations or recommendation for deep foundations if shallow foundations are not suitable
- Suitability of deep foundations and recommended type
 - Axial and lateral soil resistance parameters, and group reduction factors
- Comment on uplift resistance of buried elements (i.e. for buried concrete block anchor)
- Temporary, short-term bearing pressure value increase for construction loading (i.e. for bridge launching loads at the north end, load duration of days or even weeks)
- Anticipated short term, long term, and differential settlement.

South Abutment

- Suitability of pin piles or micropiles
 - Note piles are anticipated to be installed through pump house slab into soil below
 - Vertical and lateral resistance
 - Practicality of horizontal pile installation
 - Depth to rock
 - Comment on installation equipment (size, weight, transportability)

- Soil bearing pressure beneath existing pump house, if possible
- Coefficient of friction beneath existing pump house, if possible
- A discussion of slope stability.

Task 4. Project Management

Task 4 includes effort to coordinate with design team members, attend up to 6 virtual meetings, and prepare progress invoices. Sage has assumed a 9-month project duration and support of design-bid-build construction is not included.

COST ESTIMATE

Sage proposes to provide its services on a time-and-materials basis for a budget of \$142,355, as detailed in Table 1 (attached). Sage will not exceed its budget without RH2's written approval.

AUTHORIZATION

To authorize Sage's services, please prepare a subconsultant agreement consistent with previous agreements between Sage and RH2.

CLOSING

We appreciate the opportunity to submit this proposal and anticipate its favorable review. If you have questions or comments, please contact me at daniels@sagegeotechnical.com.

SAGE GEOTECHNICAL, LLC



Daniel Simpson, PE
Principal Engineer

DCS/CAM

[[HTTPS://SAGEGEOTECHNICAL.SHAREPOINT.COM/SITES/SAGEGEOTECHNICAL/SHARED DOCUMENTS/PROPOSALS/CITY OF BLACK DIAMOND/2026-03 GREEN RIVER PIPE BRIDGE/BLACK DIAMOND PIPE BRIDGE PROPOSAL FOR GEOTECHNICAL ENGINEERING SERVICES 04.02.2026.DOCX](https://sagegeotechnical.sharepoint.com/sites/sagegeotechnical/shared%20documents/proposals/city%20of%20black%20diamond/2026-03%20green%20river%20pipe%20bridge/black%20diamond%20pipe%20bridge%20proposal%20for%20geotechnical%20engineering%20services%2004.02.2026.docx)]

Attachments: Table 1. Budget Breakdown

Sage Geotechnical, LLC

Investigation	24			
Investigation	12			
Porting	30	40	8	
	18		18	
	94	50	26	
	\$ 21,150	\$ 9,500	\$ 4,420	\$

Expenses	Quantity	Unit	Unit Price	
	1	Lump Sum	\$ 14,000.00	
isting	10	Each	\$ 250.00	
	3	Each	\$ 175.00	
	1	Lump Sum	\$60,000	
tracted)	5	Each	\$ 1,000.00	
	800	Miles	\$ 0.70	
expenses				



708 Broadway
Suite 110
Tacoma, WA 98402
253.830.2140

April 22, 2026

Harley Sandoval
RH2 Engineering, Inc.
1201 Pacific Ave, Ste 1750
Tacoma, WA 98402
(206) 794-6605

Project #: 2502-0035

RE: Black Diamond Utility Bridge – Structural Design Scope and Fee Proposal

Dear Harley-

Thank you for the opportunity to provide structural design services for a replacement raw water utility bridge located near Black Diamond, Washington. Based on Peterson Structural Engineers, Inc.'s (PSE) previous involvement on the project's feasibility evaluation and alternatives analysis phase, we understand that you require generation of design documents appropriate for permitting and construction of a 12" water pipe crossing over the Green River.

These documents will include a performance specification for a premanufactured bridge, foundation drawings, stamped structural calculations, and structural specifications appropriate for permit review in the State of Washington. PSE anticipates designing the permanent bridge substructure (foundation) elements for the loads imposed by the bridge, but that the bridge superstructure design will be completed by others by adhering to a PSE-generated performance specification.

Please note this proposal is the subsequent phase to be performed following PSE's delivery of the report titled, *"City of Black Diamond – Green River Utility Crossing Structural Feasibility Study"*. This report was delivered on March 20th, 2026. This work was performed under the Subconsultant Agreement between PSE and RH2 (RH2 project number: BD 0518179.08.0005) executed September 12th, 2025.

Project Background & Summary

PSE understands that an existing suspension bridge (ca. 1970s) spans over the Green River near Black Diamond, WA and supports (2) 6-inch pipes that convey untreated spring water prior to chlorination and eventual distribution as municipal drinking water. Planned population growth and ongoing construction of housing units in the Black Diamond area is increasing demand on the City's water supply. To address this, it is currently proposed to replace the existing (2) 6-inch pipes with a single 12-inch pipe, increasing the maximum flowrate of the system.

PSE's feasibility study examined several bridge replacement or reuse alternatives and identified a prefabricated launched bridge as the preferred option. This bridge type involves first constructing foundation elements on the north shore including temporary and permanent foundations. Then, using these elements, prefabricated segments of a steel single-span truss bridge will be pushed or "launched" on rollers across the Green River in

stages, using counterweights, a king tower, and pulley systems to assist this operation. Upon reaching the south shore, the bridge will rest on a temporary or permanent abutment and will be used as a crossing to the south abutment to construct required improvements to the foundation and other design items. Finally, the bridge will be anchored permanently and piping will be installed, completing the system.

The bridge superstructure is preliminarily assumed to consist of a proprietary, 3rd-party-designed structure conforming to a performance specification developed by PSE, defining the functional, durability, and structural requirements. Included in the performance specification will be key requirements including live, wind, seismic and other loads, deflection and serviceability requirements, and other structural performance metrics.

PSE will also provide full design for (2) abutments as well as bearings and anchorage for the prefabricated bridge. The abutments materials and construction methods for these elements are to be determined but are preliminarily assumed to be a cast-in-place concrete abutment at the north shore founded on deep foundation elements (piles). At the south shore, PSE understands the permanent abutment will likely conform to one of two possible designs, the feasibility of which will be further explored during the design phase. One option is to utilize existing elements of a pump house to be abandoned and converted to a bridge abutment. Improvements to this pump house may include installation of micro- or pin-piles, roof and partial wall removal, and concrete infill between walls. The other option is to install rock anchors horizontally into the sandstone cliffs south of the existing bridge and construct an abutment around these anchors protruding from the rock face, using the rock anchors as the primary means of support.

PSE will design both the north and south abutments to consider the final permanent state of the bridge, as well as consider temporary construction loading that may occur at various stages of the construction process. Construction loading may control aspects of the design over permanent loading. Particularly at the south shore, PSE may assist in designing a temporary abutment or landing pad if required.

PSE's anticipated deliverables include a performance specification for the premanufactured launched bridge, stamped foundation drawings, stamped structural calculations, and specifications appropriate for permit review in the State of Washington. Following generation of these documents, PSE may also provide bid support in a limited capacity. Permit and construction support are specifically excluded from this Scope of Work and may be added in a future contract or amendment.

Project Assumptions

PSE assumes the following:

- PSE's structural design scope includes only substructure elements and does not include any elements that are permanently or temporarily attached to the superstructure during its service life and launching sequence.
- The client is assumed to provide civil support, coordinate with the Owner, establish nonstructural criteria (such as high-water elevation and required clearances), and procure a formal geotechnical report.
- The design will conform to the building code standards for the State of Washington that are anticipated to be adopted during the permitting period. This includes the 2024 International Building Code (IBC) with Washington Amendments and ASCE 7-22. While building standards will control submittals (performance specification, calculations, and drawings), PSE may also opt to use relevant sections of the

currently adopted version of AASHTO LRFD Bridge Design Specifications where it is deemed more appropriate or produces a more conservative design, such as load generation.

- The bridge will be a prefabricated steel single-span launched bridge fully designed by contractor or bridge supplier.
- Upon delivery of the geotechnical report or any other geotechnical documents/opinions, we reserve the right to revise our scope and fee proposal as required by the recommendations within the report.
 - *Slope stability at the south shore may be in question due to recent landslide events in December 2025. The continued feasibility of this bridge option relies heavily on a geotechnical engineer's opinion of appropriate foundation type. At the time of delivering this Scope and Fee, it is still currently assumed that at least one of the two assumed approaches are geotechnically feasible at the south abutment; however as stated above PSE reserves the right to revise the scope and fee proposal if new or revised geotechnical information is provided to PSE.*
- It is the Owner's responsibility to verify with the Building Official if a Site-Specific Geotechnical report is required for the project site due to local requirements.
- All deliverables are assumed to be submitted electronically. No time or expense has been allocated to the generation of physical documents.

Proposed Project Scope

Please note the task items below are a continuation of PSE's previous contract with RH2 which consisted of (4) items.

PSE proposes the following scope of work:

5. Project Management and Meetings

- a. Hold up to (8) 1-hour meetings between PSE, client, geotechnical engineer, owner and other stakeholders. Meetings are assumed to be virtual.
- b. Hold (1) on-site visit with client and other stakeholders. Time is limited to (2) hours on-site plus travel time.
- c. Conduct other project management tasks such as email/phone correspondence, internal staffing coordination, quality assurance/quality control, and others.
- d. Consider aspects of constructability such as site access, equipment limitations, construction sequence, and grading requirements and facilitate informal discussions with various stakeholders on an as-needed basis, limited to 4 hours.

6. Planning and Strategy Coordination

- a. Hold up to (4) 1-hour meetings between client and geotechnical engineer to refine abutment type selection, discuss construction sequencing and strategy, and feasibility.
- b. Generate informal calculations and drawings/sketches and hold internal discussions to turn conceptual abutment concepts into practical design options.
- c. Contact contractors (if necessary) to discuss constructability factors.
- d. Coordinate with project team to make formal decisions regarding abutment type and bridge location, particularly at the southern shore.

7. Bridge Performance Specification

- a. **Performance Specification:** Develop a performance specification for the prefabricated launched bridge for use by potential bidders. The specification will outline the bridge's functional, durability, and structural requirements.
 - i. Note that the performance specification will be delivered to the client at predetermined 60%/90%/100% checkpoints.

8. Abutment, Bearing, and Anchorage Design

- a. **Load Generation** – Develop estimated dead, live, wind, seismic, thermal, and other sources of loading imposed on foundation elements. Load generation may be performed in conjunction with loading provided by possible bridge manufacturers. Loads will conform to the currently adopted AASHTO code.
 - i. Loading will consider the final, permanent state of the bridge but will also be designed to resist temporary construction loading which may control some aspects of design.
- b. **Structural Calculations** – Generate a set of stamped structural calculations appropriate for permit review for all PSE-designed elements, including the permanent abutments and south-shore temporary landing pad if required. The calculations will conform to the requirements of the 2024 International Building Code (IBC) with Washington Amendments and will be stamped by a Professional Engineer licensed in the State of Washington.
 - i. Note that the calculations will be delivered to the client only upon the final 100% delivery checkpoint.
- c. **Structural Drawings** - Generate a set of stamped structural drawings appropriate for permit review for all PSE-designed elements, including the permanent abutments and south-shore temporary landing pad if required. The drawings will conform to the requirements of the 2024 International Building Code (IBC) with Washington Amendments and will be stamped by a Professional Engineer licensed in the State of Washington. Coordination between sheets of other disciplines will be included.
 - i. Note that the drawings will be delivered to the client at predetermined 60%/90%/100% checkpoints.
- d. **Specifications** – Generate a set of structural specifications appropriate for permit review for all PSE-designed elements. The specifications will be in CSI 6-digit format.
 - i. Note that the specifications will be delivered to the client at predetermined 60%/90%/100% checkpoints.

9. Bid Support

- a. **Pre-Bid Meeting:** Attend a pre-bid virtual meeting to address structural concerns and site-specific constraints with prospective contractors and premanufactured bridge suppliers
- b. **“Or-Equal” Evaluation:** Review proposed alternatives that may be submitted by contractors for the premanufactured bridge superstructure to ensure they meet the criteria defined in the performance specification. Time is limited to (8) hours.
- c. **Issuance of Addenda:** Prepare and issue formal revisions to the structural contract documents if changes to the design or clarifications are required during the bidding period. Time is limited to (8) hours.

- d. **RFI Responses:** Provide technical clarifications to questions from prospective bidders regarding the structural drawings, specifications, and design intent. (Time is limited to 12 hours)

Exclusions from Proposed Project Scope

Items specifically excluded from this proposal include:

- Bridge superstructure design
- Environmental consulting, hydraulic/floodplain consideration
- Design of temporary foundation elements used for bridge launching procedures
- Client- or Owner-initiated design changes after PSE has begun design beyond changes resulting from reasonably expected coordination.
- Design and/or construction schedules
- Construction cost estimating
- Temporary or permanent fencing design
- Project meetings beyond those specifically listed in the proposed project scope.
- Site civil (including but not limited to grading, drainage improvements, utility protection and ancillary piping). However, PSE will coordinate closely with the civil engineer to ensure compatibility between structural elements and site civil design.
- Architectural (including but not limited to egress, clearances, waterproofing and flashing)
- Mechanical/electrical/plumbing element design and coordination, except that required for coordinating the structural design and performance specification with the design criteria (weight, pipe routing, deflection requirements, etc) of the primary water pipe(s).
- Permit and construction support

Proposed Fee and Schedule

Based upon the scope above, we have generated a fee estimate as follows:

- Task Item 5: \$8,964 with estimated project expenses of \$110, for a total of \$9,074.
- Task Item 6: \$12,155 with no estimated project expenses
- Task Item 7: \$12,850 with no estimated project expenses
- Task Item 8: \$63,358 with no estimated project expenses
- Task Item 9: \$7,484 with no estimated project expenses

The above tasks result in a grand total of **\$104,921**.

Payments may be made by ACH, check, or credit card. Credit card payments will incur a 3% processing fee. Project expenses will be billed at cost plus 10%. Invoices will be submitted at the beginning of the month for structural services performed in the previous month. Should revisions to this scope and fee proposal be affected by pending information or scope changes, we will apprise you of that situation before proceeding. Please note that the fee stated above is based solely on an estimate of the time to be expended to complete the scope items

defined above. Changes or additions to the defined scope could result in additional fees. PSE will require an amended Task Order (TO) or alternate client official notification before beginning work on design changes or modifications.

PSE estimates that project deliverables will be available for review approximately 20-weeks after receiving a TO and receipt of all outstanding documents/information, but final delivery timeline will be coordinated with the client as the project progresses and PSE should not be considered to be bound by the timeline estimate provided in this Scope and Fee. This delivery timeline is an estimate based on our current workload. The actual project timeline is dependent on the date that PSE receives all required notices and documents. The above proposal has been generated assuming that the structural engineering services are to be initiated within a six-month period from the proposal date and substantially completed within twelve months of the proposal date. If the schedule of work exceeds the projected time, we reserve the right to revise our fee estimate accordingly.

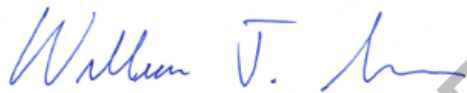
Electronic Communications

Contract approval will serve as acknowledgment and agreement to receive electronic communications via emails, text messages, and other electronic communications related to this project. To opt out of email, text message or other electronic communications, inform your PSE contact in writing.

Contract Approval

If the proposal is acceptable, please provide a Task Order (TO) for review and signature. Thank you again for including us and we look forward to working with you on this project. Please call if you have any questions.

Sincerely,



Bill Sandbo, PE, SE

Principal

Peterson Structural Engineers, Inc.

Sent via email to Harley Sandoval on 4/22/2026 <hsandoval@rh2.com>

PETERSON STRUCTURAL ENGINEERS

2026 Hourly Rates

Principal-in-Charge	\$321
Principal	\$305
Senior Associate	\$290
Associate	\$280
Senior Project Manager	\$274
Senior Structural Engineer	\$274
Project Manager	\$255
Structural Engineer	\$255
Associate Project Manager	\$240
Senior Project Engineer	\$227
Project Engineer	\$219
Staff Engineer	\$212
Staff Designer	\$205
CADD Drafting	\$169
Administrative	\$157

- *Vehicle mileage will be billed at current U.S. General Services Administration allowable rates and periodically adjusted according to federal updates*
- *Direct expenses will be billed at cost plus 10%*
- *Hourly rates are typically revised annually January 1st (fiscal/calendar year)*

EXHIBIT B

Fee Estimate

Amendment No. 10

City of Black Diamond

Green River Bridge Design

May-26

Description		Total Hours	Total RH2 Labor	Total Subconsultant	Total RH2 Expense	Total Cost
Task 1 Project Management		135	\$ 32,262	\$ 284,367	\$ 54,241	\$ 370,870
1.1	Project Team Coordination	53	\$ 13,554	\$ -	\$ 52,984	\$ 66,538
1.2	Coordinate with PSE as Subconsultant	29	\$ 6,810	\$ 120,659	\$ 505	\$ 127,974
1.3	Coordinate with Sage as Subconsultant	29	\$ 6,810	\$ 163,708	\$ 505	\$ 171,023
1.4	Prepare Monthly Invoices	24	\$ 5,088	\$ -	\$ 247	\$ 5,335
Task 2 60-Percent Design		343	\$ 70,288	\$ -	\$ 8,238	\$ 78,526
2.1	Prepare Project Drawings and Design	184	\$ 36,328	\$ -	\$ 5,436	\$ 41,764
2.2	Develop Specifications	64	\$ 14,272	\$ -	\$ 1,456	\$ 15,728
2.3	Prepare OPCC	40	\$ 8,584	\$ -	\$ 959	\$ 9,543
2.4	Submit 60-percent documents	43	\$ 11,104	\$ -	\$ 388	\$ 11,492
2.5	Review meeting with City	12	\$ 2,256	\$ -	\$ 166	\$ 2,422
Task 3 90-Percent Design		211	\$ 40,764	\$ -	\$ 4,745	\$ 45,509
3.1	Update Project Drawings and Design	112	\$ 22,288	\$ -	\$ 3,210	\$ 25,498
3.2	Update Specifications	32	\$ 7,136	\$ -	\$ 755	\$ 7,891
3.3	Update OPCC	20	\$ 4,292	\$ -	\$ 494	\$ 4,786
3.4	Submit 90-percent documents	31	\$ 7,048	\$ -	\$ 286	\$ 7,334
3.5	Review meeting with City	16	\$ 2,696	\$ -	\$ 177	\$ 2,873
Task 4 Permitting		86	\$ 12,578	\$ -	\$ 397	\$ 12,975
4.1	Prepare commercial building permit app	22	\$ 6,066	\$ -	\$ 179	\$ 6,245
4.2	Prepare clearing and grading permit app	24	\$ 6,512	\$ -	\$ 218	\$ 6,730
4.3	Attend (1) permit submittal appointment	6	\$ 1,570		\$ 67	\$ 1,637
4.4	Prepare (1) resubmittals and (1) add'l meeting	34	\$ 7,890		\$ 665	\$ 8,555
Task 5 Bid-Ready Documents		72	\$ 16,238	\$ -	\$ 2,976	\$ 19,214
5.1	Finalize Project Drawings and Design	20	\$ 4,124	\$ -	\$ 678	\$ 4,802
5.2	Finalize Specifications	12	\$ 2,676	\$ -	\$ 387	\$ 3,063
5.3	Finalize OPCC	12	\$ 2,676	\$ -	\$ 1,367	\$ 4,043
5.4	Perform QA/QC	18	\$ 4,700	\$ -	\$ 273	\$ 4,973
5.5	Compile bid documents and submit	10	\$ 2,062	\$ -	\$ 272	\$ 2,334
Task 6 Services During Bidding		42	\$ 9,546	\$ -	\$ 871	\$ 10,417
6.1	RFI Coordination and Responses	26	\$ 5,914	\$ -	\$ 533	\$ 6,447
6.2	Attend (1) pre-bid walk though	16	\$ 3,632	\$ -	\$ 338	\$ 3,970
Subtotal Green River Bridge Design Tasks		889	\$ 196,088	\$ 284,367	\$ 72,544	\$ 553,000
PROJECT TOTAL		889	\$ 196,088	\$ 284,367	\$ 72,544	\$ 553,000

EXHIBIT C
RH2 ENGINEERING, INC.
2026 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$181	\$/hr
Professional II	\$200	\$/hr
Professional III	\$223	\$/hr
Professional IV	\$244	\$/hr
Professional V	\$262	\$/hr
Professional VI	\$281	\$/hr
Professional VII	\$307	\$/hr
Professional VIII	\$334	\$/hr
Professional IX	\$338	\$/hr
Technician I	\$141	\$/hr
Technician II	\$154	\$/hr
Technician III	\$174	\$/hr
Technician IV	\$189	\$/hr
Technician V	\$207	\$/hr
Technician VI	\$228	\$/hr
Technician VII	\$248	\$/hr
Technician VIII	\$260	\$/hr
Administrative I	\$95	\$/hr
Administrative II	\$110	\$/hr
Administrative III	\$132	\$/hr
Administrative IV	\$154	\$/hr
Administrative V	\$178	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	\$0.7250	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: June 2, 2026	AB26-065
WSDOT Temporary Easement for Rock Creek and Ginder Creek fish passage project	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev –Hal Hart	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): n/a	Public Works – Scott Hanis	X
Fund Source:	Court – Judge Swain/Tawnya Parks	
Timeline:		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Temporary Easement		
SUMMARY STATEMENT: The Washington State Department of Transportation (WSDOT) is constructing new fish-passable culverts along the SR 169 corridor in the City of Black Diamond and neighboring jurisdictions. Part of this fish passage project will require work near the intersection of Roberts Drive, Ravensdale Road, and SR 169, in the vicinity of Rock Creek and Ginder Creek. Much of this work will take place on the West side of SR 169, which the City owns and controls. In addition to culvert construction and installation, WSDOT will need to install new plantings, and these will need to be monitored, and maintained to ensure survival. To complete this portion of the fish passage project, WSDOT has requested that the City grant it a temporary easement over, under, and across a section of the parcel where the large underground storm vault is located. A map of the easement area is included in the attachment. This temporary easement encompasses an area of approximately 17,264 square feet. The easement is for the limited purpose of “construction activities, plant establishment and maintenance in connection with the SR 169, Rock Creek, Ginder Creek & Unnamed Tributaries—Fish Passage Project.” The easement allows construction to occur within a window between May 1, 2026, and December 31, 2028. It also allows plant establishment and maintenance activities to occur over a three-year term between January 1, 2029 and December 31, 2031. WSDOT is required to give the City 30 days’ notice before accessing the property to perform the activities allowed by the easement. At the completion of its work, WSDOT is also required to remove all debris and restore the surface to its original condition, other than any improvements being installed as part of the project. This temporary easement is proposed to be granted to WSDOT under threat of eminent domain but without financial compensation to the City—i.e., as a “donation” from one		

government entity to another. This donation can be justified by two circumstances. First, the City will directly benefit from the installation and maintenance of the new fish-passable culverts being installed by WSDOT as part of its larger SR 169 improvements projects. Second, the City was previously spared the burden and expense of having to acquire additional property rights from a landowner along the West side of the SR 169 corridor and then having to re-convey those rights to WSDOT as part of the City's own SR 169 improvements project. This saved effort and expense was possible because WSDOT agreed to step in and acquire the entire parcel from the owner far in advance of its need for those property rights for another related fish passage project. However, if the City Council is not inclined to donate the easement to WSDOT for this culvert project, the City can insist that WSDOT conduct an appraisal and compensate the City for the fair market value of the 17,264 square feet of temporary easement needed for WSDOT's project.

FISCAL NOTE (Finance Department): N/A

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to authorize the Mayor to execute the temporary easement requested by WSDOT in connection with the SR 169, Rock Creek, and Ginder Creek fish passage project, substantially in the form attached hereto.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 2, 2026		

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

Document Title: Temporary Easement
Reference Number of Related Document: NA
Grantor: City of Black Diamond
Grantee: State of Washington, Department of Transportation
Legal Description: Ptn Lot 4, Black Diamond Short Plat No. 89-52, Rec. No. 8912089006, being a Ptn of SW1/4 of SE1/4 in STR 11-21-6E, W.M., King County
Additional Legal Description is on Page 4 of Document
Assessor's Tax Parcel Number: Ptn 1121069099

TEMPORARY EASEMENT

State Route 169 & SR 509 - Fish Passage, (SR 169 Rock Creek, Ginder Creek & Unnamed Tributaries) Parcel 1-25678

The Grantor, CITY OF BLACK DIAMOND, a Washington municipal corporation, for and in consideration of a DONATION, conveys and grants unto the **State of Washington, acting by and through its Department of Transportation**, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of construction activities, plant establishment and maintenance in connection with the SR 169, Rock Creek, Ginder Creek & Unnamed Tributaries – Fish Passage Project.

Said lands being situated in King County, State of Washington, as described in Exhibit A ("Premises"), attached hereto and made a part hereof.

The Grantor's donation of this temporary easement to the State of Washington, Department of Transportation, is made voluntarily and with full knowledge of our entitlement to receive just compensation therefore. The Grantor hereby waives the state's requirement of obtaining an appraisal for the acquired property.

TEMPORARY EASEMENT

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on December 31, 2031 (the "Term"). Provided, however, that Grantee's use and occupancy of the easement area is limited (to): Between May 1, 2026 and December 31, 2028 for construction activities and again between January 1, 2029 and December 31, 2031 for plant establishment and maintenance during the Term. Grantee shall provide Grantor written notice no less than thirty (30)-days in advance of Grantee's intent to exercise its rights under this Temporary Easement.

The State shall, upon exercise of the rights and completion of the construction described herein, remove all debris and restore the surface of the Premises to a condition as close as reasonably practicable to its condition existing immediately prior to the exercise of such rights, excepting any modifications or improvements made as part of the construction project.

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

Dated _____, 2026

CITY OF BLACK DIAMOND, a Washington municipal corporation

JOHN ADLER, Mayor

Accepted and Approved
STATE OF WASHINGTON
Department of Transportation

By: _____
Synthia Armstrong, Northwest Region
Real Estate Services Manager,
Authorized Agent

Date: _____

TEMPORARY EASEMENT

STATE OF WASHINGTON)

: ss

County of King)

On this _____ day of _____, 2026, before me personally appeared JOHN ADLER to me known to be the Mayor of the municipal corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ (he/she is) (they are) _____ authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Notary Public in and for the State of
Washington, residing at _____

My commission expires _____

This notarial act was completed:

- ☐ In Person
- ☐ In Person Electronic
- ☐ Remote Using Communication Technology

TEMPORARY EASEMENT

EXHIBIT A

Tract 1 (TE1)

All that portion of the hereinafter described PARCEL "A" lying within a tract of land commencing at the most easterly northeast corner of said PARCEL "A"; thence North 89°25'44" West, a distance of 24.63 feet to the True Point of Beginning; thence South 49°08'42" West, a distance of 47.31 feet; thence South 86°02'13" West, a distance of 34.38 feet; thence North 65°56'37" West, a distance of 26.94 feet; thence South 48°15'21" West, a distance of 97.29 feet; thence South 27°49'57" West, a distance of 29.54 feet; thence South 21°23'09" East, a distance of 40.09 feet; thence South 36°53'14" East, a distance of 8.70 feet; thence South 71°07'06" East, a distance of 67.85 feet; thence North 00°02'13" West, a distance of 97.39 feet; thence North 44°57'47" East, a distance of 47.59 feet; thence North 89°57'47" East, a distance of 63.49 feet; thence northerly to the True Point of Beginning.

Tract 2 (TE 2)

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at the most easterly northeast corner of said PARCEL "A"; thence South 16°26'55" East, a distance of 0.89 feet; thence southerly along the arc of a curve to the right having a radius of 271.56 feet a distance of 219.05 feet; thence North 71°07'06" West, a distance of 29.18 feet; thence North 20°06'26" East, a distance of 137.03 feet; thence North 37°14'59" West, a distance of 33.12 feet; thence North 00°02'13" West, a distance of 48.39 feet; thence southeasterly to the point of beginning.

PARCEL "A"

Lot 4, City of Black Diamond Short Plat No. 89-52, recorded under Recording No. 8912089006, records of King County, Washington, being a portion of the Southwest quarter of the Southeast quarter of Section 11, Township 21 North, Range 6 East, W.M., records of King County, Washington.

Situate in the County of King, State of Washington.

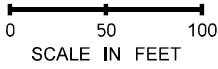
The lands herein described contain an area of 17,264 square feet, more or less, the specific details concerning all of which are shown on that certain Exhibit Map entitled SR 169 & SR 509 - Fish Passage, (SR 169 Rock Creek, Ginder Creek & Unnamed Tributaries) Parcel 1-25678, dated May 6, 2025.

Grantor's Initials

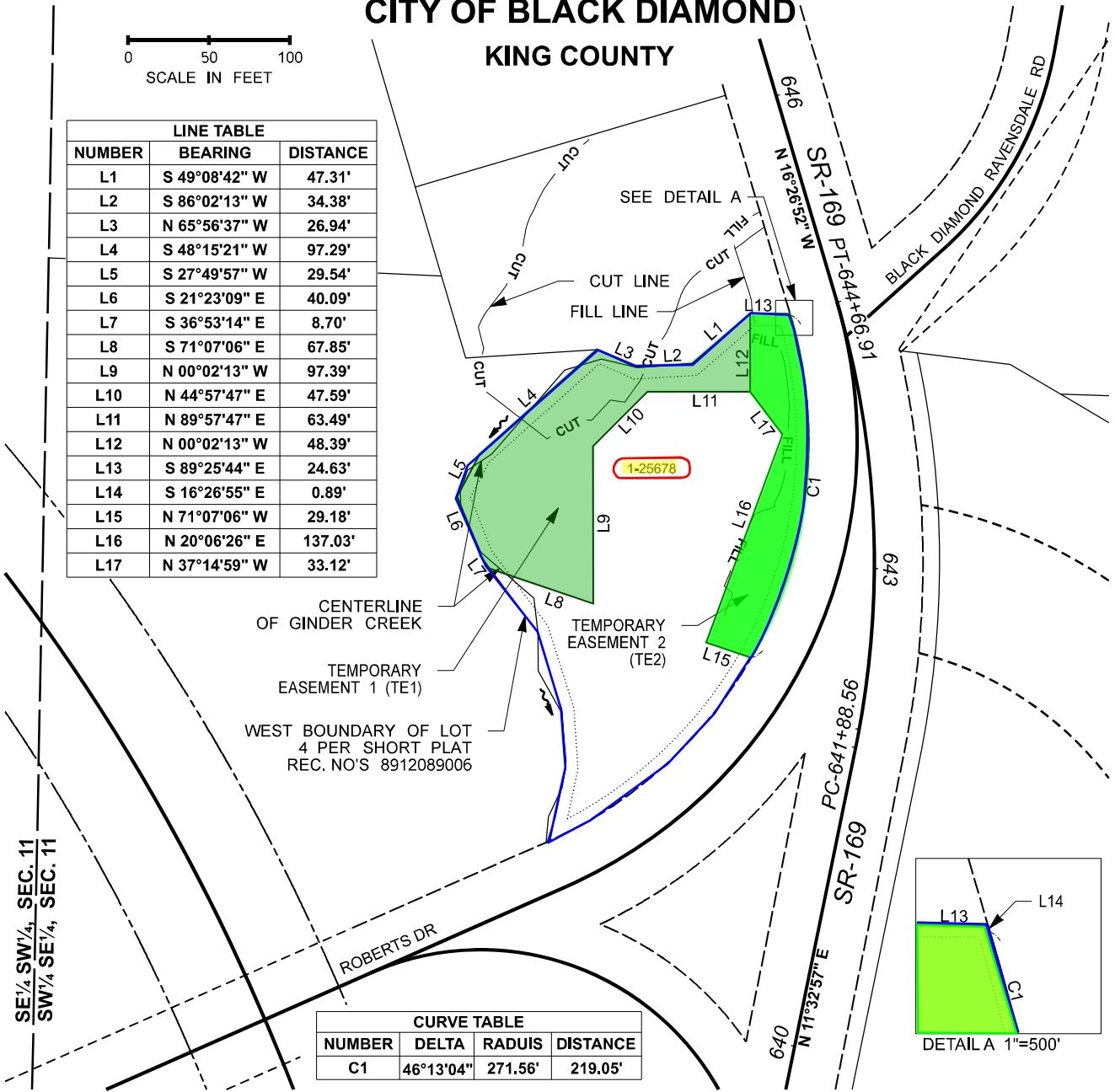
SW 1/4 SE 1/4 SEC. 11, T21N., R.6E, W.M.

CITY OF BLACK DIAMOND

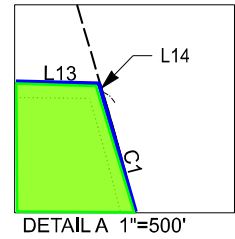
KING COUNTY



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 49°08'42" W	47.31'
L2	S 86°02'13" W	34.38'
L3	N 65°56'37" W	26.94'
L4	S 48°15'21" W	97.29'
L5	S 27°49'57" W	29.54'
L6	S 21°23'09" E	40.09'
L7	S 36°53'14" E	8.70'
L8	S 71°07'06" E	67.85'
L9	N 00°02'13" W	97.39'
L10	N 44°57'47" E	47.59'
L11	N 89°57'47" E	63.49'
L12	N 00°02'13" W	48.39'
L13	S 89°25'44" E	24.63'
L14	S 16°26'55" E	0.89'
L15	N 71°07'06" W	29.18'
L16	N 20°06'26" E	137.03'
L17	N 37°14'59" W	33.12'



CURVE TABLE			
NUMBER	DELTA	RADIUS	DISTANCE
C1	46°13'04"	271.56'	219.05'



BASIS OF CENTERLINE AND GENERAL LAND OFFICE (GLO) INFORMATION

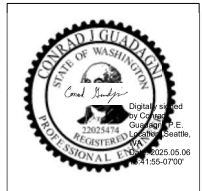
ALL GLO TIES AND CORNER INFORMATION IS PER THE RIGHT OF WAY PLAN TITLED "PERMANENT HIGHWAY NO. 61 COMMISSIONERS DISTRICT NO. 2 SURVEY NO. 1140 "0" BLACK DIAMOND 1930 PAVING", SHEET 2 OF 3. APPROVED APRIL 8, 1930.

ALL CENTERLINE BEARINGS AND STATIONING IS PER THE RIGHT OF WAY PLAN TITLED "PERMANENT HIGHWAY NO. 61 COMMISSIONERS DISTRICT NO. 2 SURVEY NO. 1140 "0" BLACK DIAMOND 1930 PAVING", SHEET 2 OF 3. APPROVED APRIL 8, 1930.

TE INFORMATION

WSDOT PARCEL #	1-25678
KING CO. PARCEL #	1121069099
EXISTING PARCEL AREA (PER COUNTY RECORDS)	41,410 sf (0.95 acres)
TE AREA	TE1 = 11,115 SF / TE2 = 6,149 SF
PROPERTY OWNER	CITY OF BLACK DIAMOND
PROPERTY ADDRESS	32900 MAPLE VALLEY-BLACK DIAMOND ROAD S.E., BLACK DIAMOND, WA 98010

LEGEND	---	CITY RIGHT OF WAY BOUNDARY
	---	WSDOT RIGHT OF WAY
	1-XXXXX	WSDOT PARCEL NUMBER
	---	PROPERTY LINE



Washington State
Department of Transportation

SR 169 & SR 509 - FISH PASSAGE

(SR 169 Rock Creek, Ginder Creek & Unnamed Tributaries) Parcel 1-25678
Page 1 of 1

PLOTTED BY: JMB

DATE: 10/27/2023 TIME: 10:00

S:\1934 - WSDOT L-90 GEC\1934-1 - I-90 Fish Passages\Area 3 Ginder Creek\CAD Files\ROWIDGN versions\((CITY OF BLACK DIAMOND)TEE-112106-9099_1-25678_2023mmdd.dgn