



**CITY OF BLACK DIAMOND**  
**February 7, 2013 Meeting Agenda**  
25510 Lawson St., Black Diamond, Washington

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

**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 and address. Please limit your comments to 3 minutes. If you desire a formal agenda placement, please contact the City Clerk at 360-886-5700. Thank you for attending this evening.

**PUBLIC HEARINGS: None**

**APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:**

**Citizen Award** – Chief Kiblinger

**Proclamation** – Kiwanis Children’s Cancer Month – Mayor Olness

**UNFINISHED BUSINESS:**

1.) **AB13-005A** – Resolution Adopting Agreement with Olympic Environmental Mr. Pilcher

**NEW BUSINESS:**

2.) **AB13-011** – Resolution Authorizing Interlocal Agreement with KCIRT Chief Kiblinger

3.) **AB13-012** – Resolution Authorizing Agreement with Data Pros for Spillman Interface Chief Kiblinger

4.) **AB13-013** – Resolution Adopting General Fee Schedule Mr. Pilcher

5.) **AB13-014** – Ordinance Relating to Acceptance of Donations Mr. Bacha

6.) **AB13-015** – Ordinance Updating the City’s Flood Damage Prevention Code Mr. Williamson

**DEPARTMENT REPORTS:**

**MAYOR’S REPORT:**

**COUNCIL REPORTS:**

**ATTORNEY REPORT:**

**PUBLIC COMMENTS:**

**CONSENT AGENDA:**

7.) **Claim Checks** – February 7, 2013, Check No. 39282 through 39336 (voided checks Nos. 39276-39277, 39280-39281, 39284, 39288, 39293-39294) in the amount of \$143,641.66

8.) **Minutes** – Town Hall Meeting of January 10, 2013, Council Meeting of January 17, 2013 and Workstudy Notes of January 17, 2013

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

# CITY COUNCIL AGENDA BILL

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

## ITEM INFORMATION

<b>SUBJECT:</b> <b>Resolution No. 13-849, authorizing the Mayor to execute a Professional Services Agreement with Olympic Environmental Resources for the 2013 Special Recycling Event</b>	<b>Agenda Date: February 7, 2013</b>		<b>AB13-005A</b>
	Department/Committee/Individual		
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney –Chris Bacha		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Natural Resources/Parks – Aaron Nix		<b>X</b>
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: \$18,709.31	Court – Stephanie Metcalf		
Fund Source: Three Grants	Comm. Dev. – Steve Pilcher		
Timeline: Spring of 2013			

**Attachments: Resolution No. 13-849, Exhibit A (Professional Services Agreement)**

### SUMMARY STATEMENT:

Since the mid 90's, the City has received grant funds to hold an annual spring recycling event coordinated and run by Olympic Environmental Resources. The event is highly attended by the Black Diamond Community and a great opportunity for recyclers to get rid of their spring cleaning materials. In addition, a wood chipping component is included that allows residents to bring in limbs and yard debris that has collected over the winter months. Staff is looking for the council to have the Mayor sign the Professional Services Agreement with Olympic Environmental Resources to help manage all three grant resources and hold the event sometime in March or April.

### COMMITTEE REVIEW AND RECOMMENDATION:

**RECOMMENDED ACTION: MOTION to adopt Resolution No. 13-849, authorizing the Mayor to execute a Professional Services Agreement with Olympic Environmental Resources for the 2013 Special Recycling Event.**

## RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 3, 2013	Motion to postpone to Feb 7 Council Meeting.	Passed 5-0
February 7, 2013		

RESOLUTION NO. 13-849

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE A  
PROFESSIONAL SERVICES AGREEMENT WITH  
OLYMPIC ENVIRONMENTAL RESOURCES FOR THE 2013  
SPECIAL RECYCLING EVENT

**WHEREAS**, the City of Black Diamond has identified the need for recycling services associated with resources received by the City to hold the annual spring recycling event;

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

**Section 1.** The Mayor is hereby authorized to execute a Professional Services Agreement with Olympic Environmental Resources for the year 2013, spring recycling event, in an amount not to exceed \$18,709.31, said agreement to be substantially in the form attached hereto as Exhibit A and by reference incorporated herein.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF FEBRUARY, 2013.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Rebecca Olness, Mayor

Attest:

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

**CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated February 07, 2013 and is entered into by and between

CITY OF BLACK DIAMOND, WASHINGTON (the "City")

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: Aaron C. Nix Phone: 360-886-5700

Fax: 360-886-2592

and

Olympic Environmental Resources ("Consultant")

4715 SW Walker Street

Seattle, WA 98116

Contact: Paul Devine Phone: 206.938.8262 Fax: 206.938.9873

Tax Id No.: Fed ID – 91-2027892

For professional services in connection with the following project:

Recycling Grant Coordination and spring 2013 Collection Event (the "Project").

**TERMS AND CONDITIONS**

**1. Services by Consultant**

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

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

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

**2. Schedule of Work**

2.1 Consultant shall perform the services described in the Scope of Work in accordance with the Schedule attached to this contract as Exhibit "A."

2.2 Time is of the essence as to the work provided in the Scope of Work. Consultant will diligently proceed with the work and shall assure that it, and its subconsultants, will have adequate

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

2.3 Consultant is authorized to proceed with services upon February 08, 2013.

### **3. Compensation**

- TIME AND MATERIALS NOT TO EXCEED. Compensation for the services provided in the Scope of Work shall not exceed \$18,709.31 without the written authorization of the City and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."
- TIME AND MATERIALS. Compensation for the services provided in the Scope of Work shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."

### **4. Payment**

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

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

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

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

### **5. Discrimination and Compliance with Laws**

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

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

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

### **6. Suspension and Termination of Agreement**

6.1 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant

pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

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

## **7. Standard of Care**

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

## **8. Ownership of Work Product**

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

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

8.3 Methodology, software, logic, and systems developed under this Agreement are the property of Consultant and the City, and may be used as either Consultant or the City see fit, including the right to revise or publish the same without limitation.

## **9. Indemnification/Hold Harmless**

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Provided, however, that if any such claims, injuries, damages, losses or suits result from the concurrent negligence of Consultant and the city, it is expressly agreed that Consultant's obligations and indemnity under this paragraph shall be effective only to the extent of Consultant's negligence.

## **10. Insurance**

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, insurance against claims for injuries to persons or damage to property which may arise

from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

10.2 Consultant, and its contractors, shall procure and maintain the following types and amounts of insurance:

a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles used to provide services under this Agreement. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Consultant shall be responsible for ensuring that its contractors meet

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

a. Insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.

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

10.4 The City shall be named as an additional insured under Consultant's Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.

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

10.6 Certificates of the above insurance coverage shall be delivered, within ten (10) days, to the City by the Consultant's, and its contractors, insurance carrier or agent certifying the above insurance coverage items are in effect.

## **11. Assigning or Subcontracting**

11.1 Consultant shall not assign, transfer, subcontract, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City. As part of the implementation of this project and consistent with past projects, the consultant will act as the general contractor and subcontract the collection of items to specialist in the industry. For example, tires will be collected by a licensed tire collector/processor in the region.

**12. Independent Contractor**

12.1. The Consultant, and its subcontractors, is and shall be at all times during the term of this agreement an independent contractor, and not an employee of the City.

12.2. The Consultant acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this agreement, and the Consultant agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the Consultant's status as an independent contractor. If the City is assessed, liable or responsible in any manner for those charges or taxes, the Consultant agrees to hold the City harmless from those costs, including attorney's fees.

12.3. The Consultant shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this agreement, unless otherwise specified in writing.

12.4. The Consultant, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

12.5. This agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

**13. Notice**

13.1 All notices required by this Agreement shall be considered properly delivered when personally delivered, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

City: City Administrator  
City of Black Diamond  
P.O. Box 599  
Black Diamond, WA 98010  
Fax: 360-886-2592

With a copy to: Chris Bacha  
Kenyon Disend, PLLC  
11 Front Street South  
Issaquah, WA 98027  
Fax: 425-392-7071

Consultant: Olympic Environmental Services  
Attn: Paul Devine  
4715 SW Walker Street  
Fax: 206.938.9873

**14. Disputes**

14.1 Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court, Kent, Washington.

**15. Attorney Fees**

15.1 In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.

**16. General Administration and Management on Behalf of the City**

16.1 The City Administrator for the City, or his/her designee, shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant.

**17. Extent of Agreement/Modification**

17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

CITY OF BLACK DIAMOND

CONSULTANT

By: \_\_\_\_\_  
Rebecca Olness

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Its: Mayor

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

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

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

Attest:

By: \_\_\_\_\_  
Brenda L. Martinez  
City Clerk

Exhibit A



## *Olympic Environmental Resources*

*4715 SW Walker Street Seattle WA 98116*

*Tel. 206 938-8262 Fax (206) 938-9873*

*Email: pauldevine@msn.com*

### **Memorandum of Understanding**

To: The City of Black Diamond  
From: Olympic Environmental Resources  
Date: December 5, 2012  
RE: City of Black Diamond/Olympic Environmental Resources Agreement for Implementing 2013 Recycling Projects

This Memorandum of Understanding is intended to detail Olympic Environmental Resources (OER) services and responsibilities in implementing City of Black Diamond Recycling 2013 Spring Recycling Collection Event.

The proposed project includes:

#### **One Recycling Collection Event**

The event is tentatively scheduled for March or April 2013 at the Black Diamond Police Department, located at 25510 Lawson Street. At the event the following materials will be collected and recycled: used tires, used anti-freeze, used petroleum-based products, used oil filters, lead acid and household batteries, used motor oil, scrap wood, electronic equipment, computer equipment, appliances (including refrigerators, freezers, household air conditioners, and other appliances), ferrous metals, nonferrous metals, textiles, reusable or recyclable household goods, porcelain toilets and sinks, propane tanks, mattresses, and other materials whenever practical. User fees will apply to the collection of some materials (Paul, could you detail the charge, which items it applies to and what the charge is for, please). See below.

At the 2013 Spring Recycling Collection Event, OER will organize a chipper/bulk yard debris collection event to be held in conjunction with the Recycling Collection Event.

OER wishes to involve the Black Diamond staff at the level most comfortable for the City. OER will meet with the City of Black Diamond staff at any time during the project for updates on activities or will pursue activities independently if desired by the City.

The project budget will incorporate the City of Black Diamond grant funds available from the Seattle-King County Health Department, King County Solid Waste Division, and the Washington State Department of Ecology. **The budget is contingent on continued grant funding from the King County Solid Waste Division, Seattle-King County Health Department and the Washington State Department of Ecology.** Total grant funds are estimated at \$18,709.31 and includes all items that will be billed to the grants directly by the City, such as City staff time, Consultant fees, etc. The specific project activities to be carried out by OER are detailed in the grant scopes of work, focusing on holding one recycling event (spring 2013) and its associated advertising, grant management, education and follow-up reporting. OER will cover project expenses as they arise, such as the costs of printing and vendor services, with prior approval by the City's City Administrator or his/her Designee. OER will then request reimbursement of staff time and expenses on a monthly basis. OER will assist the City in requesting reimbursement for these costs from the King County Solid Waste Division, Seattle-King County Health Department, and the Washington State Department of Ecology.

OER's goal is to conduct events with very limited City staff time and limited City cost. However, there are a number of "official acts" necessary for the City to bring the programs on line:

- Sign necessary grant agreements.
- Keep OER informed of any changes made to grant agreements.
- Reimburse OER for staff time and expenses from grant funding.

Recycling related programs continue on an annual basis. OER will continue to provide service to the City of Black Diamond until the City decides to no longer participate. We ask that you provide thirty-days (30) notice to discontinue services. This agreement solidifies our relationship. Please sign both copies of this agreement and return one to OER. OER looks forward to working with the City of Black Diamond in 2013.

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City of Black Diamond

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Olympic Environmental Resources

## *2013 Black Diamond Recycling Grants*

The City of Black Diamond is eligible and has applied for the following grants. It is expected that no non-grant City funds will be expended on recycling projects in 2013. The City has applied for the following:

1) The King County Health Department Local Hazardous Waste Management Plan Grant. Grant total \$5,925.81.

2) The Washington State Department of Ecology Coordinated Prevention Grant. Grant total \$2,783.50.

3) The King County Waste Reduction and Recycling Grant Program. Grant total \$10,000.00.

TOTAL: \$18,709.31

### 1. Task One: Recycling Collection Event Budget

Estimated Costs	2013	2013	2013	TOTAL
	LHWMP	CPG*	WRR	
City Staff Costs	\$600.00	\$0.00	\$400.00	\$1,000.00
Management/Staffing/Admin/Graphics	\$2,998.00	\$1,443.50	\$2,997.50	\$7,439.00
Event Staff Costs	\$0.00	\$440.00	\$1,402.50	\$1,842.50
Collection/Hauling Costs				
Wood Waste	\$0.00	\$0.00	\$200.00	\$200.00
Scrap Metal, Appliances, etc.	\$0.00	\$900.00	\$900.00	\$1,800.00
Tires	\$0.00	\$0.00	\$700.00	\$700.00
Used Oil/Antifreeze	\$1,100.00	\$0.00	\$0.00	\$1,100.00
Batteries	\$350.00	\$0.00	\$0.00	\$350.00
Printing/Mailing	\$225.00	\$0.00	\$300.00	\$525.00
Event Supplies	\$200.00	\$0.00	\$300.00	\$500.00
Other Expenses - rentals, etc	\$452.81	\$0.00	\$800.00	\$1,252.81
<b>TOTALS</b>	<b>\$5,925.81</b>	<b>\$2,783.50</b>	<b>\$8,000.00</b>	<b>\$16,709.31</b>

\*Note – the CPG grant total will be billed to the City of Maple Valley per the two-City agreement with the Department of Ecology.

Note – user fees are charged to offset processing fees of some items. The fee insures proper handling and recycling of the item. In 2013, the user fees will be:

- Hot Water Heaters - \$5
- Refrigerators and Freezers/Air Conditioners -\$25
- Tires - \$1.50 for tires on rims, \$1.50 for extra tires over 6, \$5 for truck tires, and \$15 for truck tires on rims
- Porcelain Toilets and Sinks - \$10
- Propane Tanks - \$5
- Mattresses - \$10

**2. Task Two: Chipper/Bulk Yard Debris Collection Event Budget**

<b>ESTIMATED COSTS</b>	<b>2013</b>	<b>Total</b>
Program Management/Coordination/Reporting	\$550.00	\$550.00
Contractor Services	\$900.00	\$900.00
Event Staff	\$550.00	\$550.00
Supplies	\$0.00	\$0.00
<b>Total</b>	<b>\$2,000.00</b>	<b>\$2,000.00</b>

*NOTE: Hourly rates for consultants are as follows: Project Manager - \$70.00 and Event Staff - \$55.00.*

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>Resolution No. 13-853, authorizing the Mayor to execute an Interlocal Cooperative Agreement to provide law enforcement mutual aid and mobilization in the event of a law enforcement involved fatal or serious injury incident</b>	<b>Agenda Date: February 7, 2013</b>	
	<b>AB13-011</b>	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator –	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Natural Resources/Parks – Aaron Nix	
	Economic Devel. – Andy Williamson	
Cost Impact: Unkown	Police – Jamey Kiblinger	<b>X</b>
Fund Source:	Court – Stephanie Metcalf	
Timeline:	Comm. Dev. – Steve Pilcher	
<b>Attachments: Resolution No. 13-853; Agreement (Exhibit A)</b>		
<p>SUMMARY STATEMENT:</p> <p>The above agencies have the responsibility to investigate officer involved fatalities or serious incidents occurring within its boundaries. The parties want to maintain community trust and recognize best practices when investigating such incidents. This response team will provide expert investigative aid for these types of investigations.</p>		
COMMITTEE REVIEW AND RECOMMENDATION:		
<p>RECOMMENDED ACTION: <b>MOTION to adopt Resolution No. 13-853, authorizing the Mayor to execute an Interlocal Cooperative Agreement to provide law enforcement mutual aid and mobilization between the Washington State Patrol, King County Sheriff, Port of Seattle and the cities of Bellevue, Black Diamond, Bothell, Issaquah, Kirkland, Mercer Island and Redmond in the event of a law enforcement involved fatal or serious injury incident.</b></p>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 7, 2013		

**RESOLUTION NO. 13-853**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATIVE AGREEMENT TO PROVIDE LAW ENFORCEMENT MUTUAL AID AND MOBILIZATION BETWEEN THE WASHINGTON STATE PATROL, KING COUNTY SHERIFF, PORT OF SEATTLE AND THE CITIES OF BELLEVUE, BLACK DIAMOND, BOTHELL, ISSAQUAH, KIRKLAND, MERCER ISLAND AND REDMOND IN THE EVENT OF A LAW ENFORCEMENT INVOLVED FATAL OR SERIOUS INJURY INCIDENT**

**WHEREAS**, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes municipalities in Washington to enter into agreements; and

**WHEREAS**, each City has the authority and responsibility to investigate officer involved fatalities or serious incidents occurring within its boundaries; and

**WHEREAS**, the Cities want to maintain community trust and recognize best practices when investigating such incidents by providing expert investigative aid to all law enforcement agencies within King County who request such aid; and

**WHEREAS**, each party will to the best of its ability furnish mutual law enforcement services to, and at the request of, any law enforcement agency within King County who has had a law enforcement-involved fatal or serious injury incident; and

**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 an Interlocal Cooperative Agreement, substantially in the form attached hereto as Exhibit A, to provide law enforcement mutual aid and mobilization between the Washington State Patrol, King County Sheriff, Port of Seattle and the cities of Bellevue, Black Diamond, Bothell, Issaquah, Kirkland, Mercer Island, and Redmond in the event of a law enforcement involved fatal or serious injury incident.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF FEBRUARY, 2013.**

CITY OF BLACK DIAMOND:

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Rebecca Olness, Mayor

Attest:

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Brenda L. Martinez, City Clerk

**INTERLOCAL COOPERATIVE AGREEMENT  
TO PROVIDE LAW ENFORCMENT MUTUAL AID AND MOBILIZATION  
BETWEEN THE WASHINGTON STATE PATROL, THE KING COUNTY  
SHERIFF, THE PORT OF SEATTLE AND THE CITIES OF BELLEVUE, BLACK DIAMOND,  
BOTHELL, ISSAQUAH, KIRKLAND, MERCER ISLAND, AND REDMOND  
~~TO PROVIDE MUTUAL AID AND MOBILIZATION~~ IN THE EVENT OF A LAW ENFORCEMENT-  
INVOLVED FATAL OR SERIOUS INJURY INCIDENT**

1. **DATE OF AGREEMENT AND PARTIES.** This agreement, dated the first day of ~~October,~~  
~~2012~~ March 2013 ~~for reference purposes only~~, is entered into by the undersigned municipal  
corporations or towns organized or created under the laws of the State of Washington, the Washington  
State Patrol, ~~the~~ King County ~~Sheriff~~, and the Port of Seattle.

**Comment [K1]:** Can we change this to a future date? Our council does not like to approve agreements long after the start date.

2. **AUTHORITY FOR AGREEMENT.** This Agreement is entered into, as an Interlocal agreement pursuant to the Interlocal Cooperation Act as codified in Chapter 39.34 of the Revised Code of Washington, specifically RCW 39.34.080.

3. **PURPOSE OF THE AGREEMENT.** Each party has the power, authority and responsibility to investigate officer involved fatalities or serious incidents occurring within its boundaries. The parties want to maintain community trust and recognize best practices when investigating such incidents by creating a King County Investigative Response Team (KCIRT). KCIRT will provide expert investigative aid to all parties to this agreement law enforcement agencies within King County when a party requests such aid.

**Comment [K2]:** This change proposed to keep KCIRT investigating only members of KCIRT. As it was written, SPD could have requested KCIRT help, which is against the intent of the parties.

4. **MUTUAL AID AND LAW ENFORCEMENT SERVICES.** Each party will, to the best of its ability and as resources allow, furnish employee(s) to work as part of KCIRT. The KCIRT Board of Directors, created pursuant to section 9 below, shall appoint a KCIRT Commander. The KCIRT Board of Directors is also authorized to draft, implement and amend policies and procedures consistent with the purposes of this agreement. KCIRT will then mutual aid law enforcement services to, provide expert investigative services to any party and at the that requests assistance in investigating of, any law enforcement agency within King County who has had a law enforcement-involved fatal or serious injury incident. Each jurisdiction shall render services in a timely manner.

**Comment [K3]:** This language inserted to make it clear in the ILA that KCIRT is triggered upon the request of an agency. This appeases our Guild, so long as we in King County never request KCIRT until it has been bargained.

~~5. **SERVICES INCLUDED.** For purposes of this Agreement, mutual aid law enforcement services shall mean investigative response to a request for assistance after a law enforcement involved fatal or serious incident. The Chief Law Enforcement Officers, or their designees, are authorized to draft, implement and amend policies and procedures consistent with the purposes of this Interlocal Agreement.~~

**Comment [K4]:** We inserted language about the creation of the team to make up for the fact that the draft protocol is not part of the MOU, and therefore not subject to consideration by our respective councils.

~~6.5.~~ **TERM.** This Agreement shall be effective on ~~October 1, 2012~~ March 1, 2013 for one (1) year, regardless of the date of execution and shall be automatically renewed on ~~September the last day of February 30<sup>th</sup>~~ of each successive year. Any party may terminate its participation in this Agreement by giving 60 days' notice of termination to all participating parties hereto.

**Comment [K5]:** The first sentence of this paragraph is duplicative. The second sentence has been moved to number four.

**Comment [K6]:** Depending on the start date, the dates in this section need to be changed.

~~7.6.~~ **INDEPENDENT CONTRACTOR.** The parties acknowledge and agree that in the performance of this Agreement, they are acting as independent contractors and not as agents of each other.

~~8.7.~~ **INDEMNITY AND HOLD HARMLESS.**

A Subject to Section Paragraph B below, each party to this agreement agrees to indemnify and hold harmless the other participating agencies and their elected officials, officers, employees, from any loss, claim, judgment, settlement or liability, including costs and attorneys' fees, arising out of and to the extent caused by the negligent acts or omissions of the indemnifying party related to KCIRT activities under this protocol. For this purpose, each indemnifying party, by mutual negotiation, hereby waives, as respects KCIRT and all other non-indemnifying parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event a non-indemnifying member incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from the indemnifying party.

B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO: Cover or require indemnification or payment of any judgment against any individual or member agency for intentionally wrongful conduct of any individual or for any judgment for punitive damages against any individual or member agency. Payment of punitive damage awards shall be the sole responsibility of the individual against who said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards.

C. All liability for salaries, wages, and other compensation of law enforcement officers shall be that of their respective employers

9. **GOVERNING BODY.** ~~KCIRT This Agreement~~ shall be administered by a Board of Directors ~~for the King County Investigative Response Team (KCIRT)~~ consisting of each Chief or Sheriff, or his/her designee, that provides KCIRT with at least one detective, supervisor or commander. Each member of the Board shall have an equal vote and voice on all Board decisions. A majority of Board members, or their designees, must be present at each meeting for any action taken to be valid. All Board decisions shall be made by a majority vote of the Board members, or their designees, appearing at the meeting in which the decision is made. The Board of Directors shall administer KCIRT consistent with its policies and procedures.

**Comment [K7]:** KCIRT is administered by the Board of Directors, and not necessarily this ILA.

10. **COUNTERPARTS.** This Agreement shall be signed in counterparts and, if so signed, shall be deemed one integrated agreement. Pursuant to RCW 39.34.040, this Agreement shall be listed by subject on the City of Bellevue's web site or on the web site of any other party to this Agreement.

11. **MODIFICATION.** The parties may amend, modify, or supplement this Agreement only by written agreement executed by all the parties hereto.

12. **MERGER AND ENTIRE AGREEMENT.** This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

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~~12-13.~~ **NO THIRD PARTY BENEFICIARIES.** ~~There are no third party beneficiaries to this agreement, and this agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.~~

**Comment [K8]:** This is boiler plate language inserted by KCPAO.

Signature page immediately following

**INTERLOCAL COOPERATIVE AGREEMENT  
TO PROVIDE LAW ENFORCEMENT MUTUAL AID AND MOBILIZATION  
BETWEEN THE WASHINGTON STATE PATROL, THE KING COUNTY  
SHERIFF, THE PORT OF SEATTLE AND THE CITIES OF REDMOND, KIRKLAND, BLACK  
DIAMOND, ISSAQUAH, BOTHELL, AND MERCER ISLAND  
TO PROVIDE MUTUAL AID AND MOBILIZATION IN THE EVENT OF AN LAW  
ENFORCEMENT-INVOLVED FATAL OR SERIOUS INJURY INCIDENT**

CITY OF Bellevue

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

CITY OF Black Diamond

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

CITY OF Bothell

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

CITY OF Issaquah

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

CITY OF Kirkland

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

CITY OF Mercer Island

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

CITY OF Redmond

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

COUNTY OF KING

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

PORT OF SEATTLE

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

WASHINGTON STATE PATROL

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

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
<b>SUBJECT:</b>		<b>Agenda Date: February 7, 2013</b>	<b>AB13-012</b>
<b>Resolution No. 13-854, authorizing the Mayor to execute an ILA with Data Pros for the installation and maintenance of the software developed for the Tiburon to Spillman Interface</b>		Department/Committee/Individual	
		Mayor Rebecca Olness	
		City Administrator – Pete Butkus	
		City Attorney	
		City Clerk – Brenda L. Martinez	
		Finance – May Miller	
		Public Works – Seth Boettcher	
		Economic Devel. – Andy Williamson	
		Police – Chief Kiblinger	<b>X</b>
		Court – Stephanie Metcalf	
Cost Impact: \$3200.00			
Fund Source: REET			
Timeline:			
<b>Attachments: Resolution No. 13-854, Contract (Exhibit A); Resolution No. 12-842</b>			
<p><b>SUMMARY STATEMENT:</b></p> <p>On December 6<sup>th</sup>, Council approved Resolution No. 12-842, authorizing several cities to share in the cost of developing an interface to facilitate the automated retrieval of incident data from the CAD system into their Spillman system (records management.) This agreement is the second part, authorizing Data Pros to install and maintain the interface.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>			
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 13-854, authorizing the Mayor to execute a contract with Data Pro for the installation and maintenance of the software developed for the Tiburon to Spillman Interface.</b>			
<b>RECORD OF COUNCIL ACTION</b>			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
February 7, 2013			

**RESOLUTION NO. 13-854**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON,  
AUTHORIZING THE MAYOR TO EXECUTE AN  
AGREEMENT WITH DATA PROS FOR THE  
INSTALLATION AND MAINTENANCE OF THE TIBURON  
TO SPILLMAN INTERFACE**

**WHEREAS**, the City of Black Diamond entered into an inter-local agreement for the development of the Tiburon to Spillman Interface on December 6<sup>th</sup>, 2012, which agreement requires City of Black Diamond to enter into a separate contract with Data Pros for the installation and maintenance of the software by Data Pros;

**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 an Agreement between the City of Black Diamond and Data Pros for the installation and maintenance of the Tiburon to Spillman Interface software, substantially in the form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF  
FEBRUARY, 2013.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Rebecca Olness, Mayor

Attest:

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

# Data Pros

## Data Integration Professionals

### Software Development Agreement

THIS Software Agreement (“Agreement”) is made effective February 8<sup>th</sup>, 2013 by and between Data Pros LLC, a Utah Corporation (“Data Pros”), and the City of Black Diamond, a Washington Municipal, Corporation, (Client).

WHEREAS, Client entered into an Interlocal Agreement for the development of the Tiburon to Spillman Interface (“software”) in November, 2012, which Agreement requires the Client to enter into a separate contract with Data Pros for the installation and maintenance of the software by Data Pros.

WHEREAS, Data Pros desires to install and maintain software for Client upon the terms and conditions set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the parties hereby agree as follows:

1. Except as set forth herein, the document titled “Goods and Services Agreement for the Tiburon to Spillman Interface” (Software Development Agreement”) entered into between the Data Pros and the City of Federal Way on behalf of the jurisdictions signing the Interlocal Agreement is incorporated in full into this Agreement.
2. As specifically mentioned in Exhibit B, Section 9.2 of the Software Development Agreement, Data Pros and Client agree as follows:
  - a. Data Pros agrees to install software for Client for the price of \$2,000.00.
  - b. Data Pros agrees to support / maintain software for Client for an annual price of \$1,200,00.
  - c. Client agrees to pay Data Pros \$2,000.00 for initial installation of software and an additional annual support / maintenance fee of \$1,200.00 per year.

#### 3. Billing

- a. Data Pros will invoice Client for installation after the parties have agreed that the interface is complete, as set forth in the Appendix B, Section 7.5 of the Software Development Agreement. Data Pros may invoice Client for the first year of maintenance support at the same time. The invoice shall include the completion date as agreed by the parties.

b. Data Pros shall submit an invoice for each subsequent maintenance period no later than 45 days before the end of each current maintenance period.

#### 4. Termination

Section 3 of Software Development Agreement regarding termination is specifically included in this Agreement and shall survive expiration of the Software Development Agreement. Client may also terminate this Agreement by notifying Data Pros that it does not intend to make future payments under this Agreement.

IN WITNESS WHEREOF, Data Pros and Client have executed this Agreement effective as of the date and year first written above.

City of Black Diamond

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By

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Rebecca Olness

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Mayor

Attest:

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Brenda L. Martinez, City Clerk

Approved as to form:

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Chris Bacha, City Attorney

Data Pros LLC

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By

---

Spencer Brown

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Operation Manager

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>Resolution No. 13-855, updating the City's official fee schedule.</b>	<b>Agenda Date: February 7, 2013</b>	
	<b>AB13-013</b>	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator –	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	<b>X</b>
	Finance – May Miller	<b>X</b>
	Natural Resources/Parks – Aaron Nix	
	Economic Devel. – Andy Williamson	<b>X</b>
Cost Impact: n/a	Police – Jamey Kiblinger	<b>X</b>
Fund Source: None	Court – Stephanie Metcalf	
Timeline: February 8, 2013	Comm. Dev. – Steve Pilcher	<b>X</b>
<b>Attachments: Resolution No. 13-855; Proposed fee schedule (highlighted and clean versions of Exhibit A; Exhibit B)</b>		
<b>SUMMARY STATEMENT:</b>  Periodically, City staff reviews the adopted fee schedule to ensure fee amounts are sufficient to cover the expenses of providing various City services. Staff also reviews changes to City codes and procedures that have occurred which may require the initiation of new or revised fees to address new or modified processes. In addition, some of the new and updated fees in this schedule were initiated by Council during the 2013 Budget review process.  Also incorporated into the document are those items discussed by Council during the January 17, 2013 workstudy.		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Finance Committee reviewed the proposed fee schedule at their January 31 <sup>st</sup> meeting and recommended adoption.		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 13-855, amending the City's official fee schedule.</b>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 17, 2013	Workstudy	
February 7, 2013		

**RESOLUTION NO. 13-855**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
UPDATING THE CITY'S FEE SCHEDULE**

**WHEREAS**, as codified in Chapter 2.62 of the Black Diamond Municipal Code , the City of Black Diamond has previously authorized and adopted an official schedule of fees that specifies the amounts to be charged for services provided by city employees and their agents; and

**WHEREAS**, this fee schedule needs to be updated from time to time to add or change fees for services the city provides; and

**WHEREAS**, City staff has reviewed and determined the changes being proposed to the City's official fee schedule are necessary and appropriate;

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

**Section 1.** The City's official fee schedule, previously adopted by Resolution No. 11-765 and shown in the attached Exhibit B is hereby amended as shown in attached Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF FEBRUARY, 2013.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Rebecca Olness, Mayor

Attest:

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

POLICE		
TYPE	DESCRIPTION	FEE
Animal License		By King Co Ordinance
Fingerprinting	Non-Resident	\$15.00
Fingerprinting	Resident	\$10.00
Equipment Deposit	refundable	\$350.00
Electronic Monitoring (police)	Per Day, payable in advance	\$17.00
Hook Up Fee	One Time Application Fee (non-refundable)	\$25.00
	within 20 mile radius	Current IRS Rate
	outside 20 mile radius	Current IRS Rate
Concealed Pistol License		
Original	Original License	\$52.50
Renewal	Valid License Renewal	\$32.00
Late	Within 90 days after expiration	\$42.00
Replacement		\$10.00
Process Service		\$25.00
Mileage for process service		Current IRS Rate
False Alarm Responses	First Occurrence	None
	Second Occurrence per year	\$50.00
	Third or more per year	\$75.00
Discovery	No charge for one copy of documents provided in compliance with defense requests on Muni Court cases	\$0.00
	others:	\$0.15
Civil Service Testing	Per Applicant	Contract w/ Public Safety Testing
Work Release	Per day, payable in advance	Contract Amount
Traffic Safety School		\$200.00
Booking Processing Fee	Per booking	Contract Rate
Police reports	Per Case Reports	\$0.15 per page
Photographs		
Copies	each	\$0.15
CD Reproduction	each	\$1.50
Audio Tape Reproduction	each	\$1.50
Expungements		\$35.00
Firearms Clearance Letter	For Foreign Countries	\$15.00
Local Record Clearance Letter	In-House Records Check	\$15.00
Vehicle Storage	For other PD only, per day	\$1.50
Work Crew	screening fee (non-refundable)	\$25.00
	per day, state fee	\$15.00

PUBLIC WORKS - GENERAL		
TYPE	DESCRIPTION	FEE
Erosion Sediment Control	Plan Review - per single family lot	\$35.00
	Inspection Fee - per single family lot	\$110.00
Stormwater Drainage	Plan Review per single family lot	\$110.00
	Inspection per single family lot	\$110.00
Final Inspect - Building Permit		\$110.00
Deviation of Public Works Standards	Application fee	\$300.00
Traffic Engineering Review Fees	Note: some applications will require the use of outside consultants. See BDMC 2.60.050	Actual cost plus 10%
	Deposit	\$1,000.00
Revision/Resubmittals	hourly rate	\$110.00
Inspections outside of Business Hours	hourly rate, 2hr. Minimum	\$142.50
Annual Inspections (CCC, Storm Systems, Grease Interceptor)	hourly rate	\$110.00
Reinspection Fee		\$110.00

PUBLIC WORKS - STREETS		
TYPE	DESCRIPTION	FEE
Right-of-Way Use Permit	incl. 2 Inspect. & 1/2hr City Review	\$263.00
ROW Extra Inspection	1 hour minimum, per hour	\$110.00
ROW Extra City Staff Review	1 hour minimum, per hour	\$50.00
Fines- ROW Use Permits	Failure to call for an inspection	\$1,000.00
Street Cleaning		Cost, plus 10%
Street Signs Charge	Sign Purchase	Actual cost plus 10%
	Installation	Hourly Rates
Street, Alley, City Property Vacations	Application Fees	\$788.00
	Deposit	\$1,000.00
U.L.I.D. or L.I.D.	City Costs	Actual Costs plus 10%

PUBLIC WORKS - WATER		
TYPE	DESCRIPTION	FEE
Unauthorized connection	no meter present or bypassing	\$1,200.00
Meter Testing charge		Cost plus actual staff time
Customer Requested Turn Off	After Business Hours, 2 hour min.	staff time
Lifeline Utility Relief Rate	City water, sewer, & stormwater only (excluding KC Metro)	50%

PUBLIC WORKS - WATER (cont'd)		
TYPE	DESCRIPTION	FEE
DROP IN METER CHARGES		
5/8" meter	City Installed	\$500.00
3/4" meter	City Installed	\$500.00
1" meter	City Installed	\$600.00
1-1/2" meter thru 6" meter	City Installed	meter cost, plus 10%
Irrigation 5/8" meter	City Installed	\$500.00
Installation of water service charges	Homeowner incurs ALL costs, plus deposit per BDMC 13.040.050	Deposit \$1000.00
Installation Re-Inspection Fees	per hour, 1/2 hour minimum	\$110.00
Cap. Facilities Connection Fee	per ERU	Per BDMC 13.04.295
Door Hanger Charge, Warning		\$10.00
Door Hanger w/ Shut Off		\$20.00
Unpaid Account Reconnect Fee	During Working Hours	\$25.00
	After Working Hours	1 1/2 time, 2hr minimum
	Holidays	Double Time, 2hr minimum
Lien Release		\$120.00
Meter Rental/water purchase	Collect Deposit, Connect Fee, Rental Rate	Deposit \$1000.00
	Connection Fee dbl. current basic rate plus	Rental, per day \$25.00
	Connection Fee dbl. current basic rate plus	Rental, per week \$100.00
	Connection Fee dbl. current basic rate plus	Rental, per month \$250.00
Water Investigation Certificates	Residential	\$105.00
	Multi-Family, Commercial, Industrial, Public	\$210.00
Hydraulic Model for Water System	Note: some applications will require the use of outside consultants. See BDMC 2.60.050	Actual cost plus 10%
	Deposit	\$500.00
Non-Account Water Purchase		Double out of city rates
Water Equipment and Parts		Actual Costs plus 10%

PUBLIC WORKS - SEWER		
TYPE	DESCRIPTION	FEE
Sewer Connection Fee		Per BDMC 13.20.080
Sewer Investigation Certificates	Residential	\$105.00
	Multi-family, Commercial, Industrial, Public	\$210.00
Side Sewer Review/Inspection		\$110.00
Engineered Hydraulic Flows to Sewer System	Deposit	\$1,000.00
PW Plan Review		Hourly rate

PUBLIC WORKS - CLEARING & GRADING, CIVIL		
TYPE	DESCRIPTION	FEE
Clearing & Grading Permit Fee	Permit Fee	\$200.00
	Inspection Fee	3% of total cost of the project
	Plan Review Fee	
	Clearing Only	\$74.00
	0-50 Cubic Yards	\$137.00
	51-100 Cubic Yards	\$252.00
	101-1,000 Cubic Yards	\$536.00
	1,001-10,000 Cubic Yards	\$798.00
	10, 001-100,000 Cubic Yards	\$1,050.00
	100,001-Cubic Yards and up	\$1,302.00
Civil Plan-Commercial, Multi-Family, Short Plat Projects	Engineering Plan Review Fee	\$494.00 (plus an additional per hour rate if review exceeds 5 hours, as outlined in Note 1)
	Engineering Permit Fee	\$315.00
	Inspection Fee	3% of total cost of the project
	As-Built Review Fee	\$210.00
	Engineering Alternative Methods Request (per item)	\$263.00
Civil Plan-Long Plat Projects	Engineering Plan Review Fee	\$494.00 (plus an additional per hour rate if review exceeds 5 hours, as outlined in Note 1)
	Engineering Permit Fee	\$1,439.00
	Inspection Fee	3% of total cost of the project
*Note 1: Hourly rates will be charged using the current billable rates of City Staff.		

PUBLIC WORKS - UTILITY EMERGENCY CALL OUT CHARGES		
TYPE	DESCRIPTION	FEE
Emergency Repair	Working hours, if prior locate	Time and materials
	Working hours, if no locate	3 times, time and materials
	After hours, if prior locate	1 1/2 Time and materials
	After hours, no locate	3 Times, 1 1/2 time and material
	Holidays	Double time to above rates
Equipment Fee without Operator	City Dump Truck	\$75.00 per hour
	City Vehicle	\$50.00 per hour
	City Backhoe	\$75.00 per hour
	Miscellaneous Utility Equipment	\$25.00 per hour
	Parts	Cost plus 10%

PUBLIC WORKS - CEMETERY		
TYPE	DESCRIPTION	FEE
Opening and Closing	For Normal Lots	\$500.00
Opening and Closing	For Cremation	\$100.00
Single Lot Purchase		\$1,500.00
Double Lot Purchase (2 lots)		\$2,500.00
Saturday Service - Burial	11am to 1pm	\$1,000.00
Saturday Service - Cremation	11am to 1pm	\$250.00

PUBLIC WORKS - CEMETERY (cont'd)		
TYPE	DESCRIPTION	FEE
Liner		Actual Cost plus 10%
Liner Setting Fee		\$250.00
Liner Pickup & Delivery Fee	per unit	\$100.00
Vault		Actual Cost plus 10%
Vault Setting Fee		\$250.00
Vault Pickup & Delivery Fee	per unit	\$100.00
Niche	Single	\$325.00
	Double	\$425.00
Head Stone Placement	Normal, up to 44" x 20"	\$100.00
	Oversized Stone	\$.15 per square inch
Exhumation		Lesser of \$5000.00 or Actual Contract Cost

PLANNING/LAND USE		
TYPE	DESCRIPTION	FEE
Consultant Fees	NOTE: some applications will require the use of outside consultants. See BDMC 2.60.050	Actual Cost plus 10%
	Deposit	\$1000 min, per consultant quote
Preliminary Plat	Base Application Fee	\$2,100.00
	per lot charge	\$100.00
	Engineering Review - per lot charge	\$75.00
	Plat Alteration or Vacation	\$1,575.00
	Time Extension - 1 year	\$1,050.00
Final Plat	Base Application Fee	\$1,575.00
	per lot charge	\$100.00
	Engineering Final Review	\$300.00
Binding Site Plan	Base Application Fee	\$1,575.00
	per lot charge	\$100.00
Preliminary Short Plat	Base Application Fee	\$788.00
	per lot charge	\$100.00
	Engineering Review - per lot charge	\$75.00
	modified short plat	\$788.00
Final Short Plat	Application Fee	\$788.00
	Engineering Final Review	\$300.00
Lot Line Adjustment	Residential application fee	\$315.00
	Non-Residential application fee	\$630.00
Lot Line Elimination	Application Fee	\$263.00
Master Plan Development	Application Fee	\$26,250.00
	per acre charge	\$100.00

PLANNING/LAND USE (cont'd)		
TYPE	DESCRIPTION	FEE
Development Agreement	Application Fee	\$1,575.00
	staff review time	Staff Hours + 10%
Annexation	10% Notice of Intent	\$1,050.00
	60% Petition	\$5000 deposit, actual staff time
Conditional Use	Application Fee	\$1,050.00
Administrative Conditional Use	Application Fee	\$263.00
Variance	Single Family Lot	\$525.00
	All Others	\$1,050.00
Administrative Variance	Application Fee	\$263.00
Accessory Dwelling Unit	Application Fee	\$263.00
Shoreline Exemption	Application Fee	\$105.00
Shoreline Substantial Development	Application Fee	\$1,050.00
Shoreline Variance	Application Fee	\$1,050.00
Shoreline Conditional Use	Application Fee	\$1,050.00
Site Plan Review	Application Fee	\$788.00
	Engineering Review	\$300.00
Comp Plan Amendment	Application Fee	\$2,100.00
Text Amendment, Title 16-19	Application Fee	\$2,100.00
Rezone	Application Fee	\$1,050.00
SEPA Checklist	w/ land use or permit application	\$420.00
	w/o permit application	\$525.00
	for each additional study	\$263.00
Environmental Impact Statement	Per consultant contract	Actual Costs plus 10%
Appeal of Administrative Decision	Application Fee	\$263.00
Appeal of SEPA action	Application Fee	\$263.00
Appeal of Notice of Violation	Application Fee	\$263.00
Temporary Use Permit	Application Fee	\$105.00
Transfer Development Rights	Application Fee	\$525.00
	per development credit	\$50.00
	Treasured Place Status	\$263.00

PLANNING/LAND USE (cont'd)		
TYPE	DESCRIPTION	FEE
Tree Permit	Level 1 application Fee	\$263.00
	Level 2 application Fee	\$525.00
	Exemption Review	\$100.00
Reasonable Use Exception	Application Fee	\$263.00
Sensitive Areas Permit	Application Fee	\$525.00
Sensitive Area Utility Exception	Application Fee	\$1,050.00
Formal Code Interpretation	Application Fee	\$158.00
Pre-Application Meeting	1 hour meeting and review of submittal	No Charge
	Additional meetings	\$210.00
Hearing Examiner	Hearing Fee	\$788.00
	actual costs	Hourly Rate + 10%
Public Notice Boards	Per BDMC 18.08	3rd Party Vendor Charge
Special Event Permit	1 day event	no charge
	Multi-Day event requiring Council approval	\$200.00
	Multi-Day event requiring Council approval & charging an entry fee	\$200.00 + Hourly Staff Time
Signs		
Wall Sign, non electric	25-50sf, 51-99sf, 100+ sf	\$105.00, \$155.00, \$205.00
Wall Sign, electric	25-50sf, 51-99sf, 100+ sf	\$125.00, \$175.00, \$225.00
Ground, non-electric	25-50sf, 51-99sf, 100+ sf	\$145.00, \$195.00, \$245.00
Ground, electric	25-50sf, 51-99sf, 100+ sf	\$165.0, \$215.00, \$265.00
All signs less than 25sf		\$95.00
Change of sign, all sizes		\$95.00
Permit Review	per hour	\$50.00

BDMC 2.62.012 may require the posting of a deposit and payment of actual city costs for certain permits.

Deposits that are listed on the General Fee Schedule are require to be paid in addition to the Permit Fees. The Deposit is used to cover staff costs, engineering, and or other professional consultant costs plus 10%. Deposits will be tracked on a monthly basis. If the cost exceeds the deposit, an additional deposit invoice will be sent in writing. If the additional deposit is not paid within 30 days, the city may discontinue review or work on the project or deem the project incomplete.

At the end of the project, the city will invoice in writing any final costs over the deposits, or refund any remaining balance to the person who made the deposit. Final invoices are due within 30 days.

BUILDING - FIRE		
TYPE	DESCRIPTION	FEE
Building Permit Fee	Based on Project Valuation	See page 10
Building Plan Check Fee	Based on Project Valuation	65% of permit fee, see page 10
Mechanical Permit	Flat Fee plus fixture count	See page 12
Plumbing Permit	Flat Fee plus fixture count	See page 11
Training Fee	Per application (I-Code permits only)	\$1.00
Change of Use w/o a TI	Permit Fee & Deposit	\$200 deposit, actual staff hours
Demo - SFR, out-building etc.	Permit Fee & Deposit	\$120 permit, \$1000 deposit
Relocation Permit (incl mfg home)		\$210.00
Mobile Home Title Elimination	Permit Fee	\$105.00
Driveway (stand alone)	expansion & new	\$210.00
Re-Roof permit - Residential	Permit Fee	\$105.00
Re-Roof permit - Commercial/ MF	Permit Fee & Plan Check	based on valuation, see page 10
Miscellaneous Permit	Permit Fee	\$100 deposit + actual hours
Investigation Fee-Work w/o a permit	Permit Fee	Double Req'd permit fees
Temporary Certificate of Occupancy	Per 30 day TCO	\$263.00
Permit Extension	180 day extension	\$50.00
Application Extension	90 day extension	\$50.00
Consultant/Peer Review	consultant fees	per contract plus 10%
Coal Mine Hazard Report Review		\$100.00
Fire Permit	Base Fee	\$105.00
Fire Sprinkler/Alarm System Review	Plan Review & Inspection Fee	per contract plus 10%
Fireworks Display	Plan Review & Inspection Fee	per contract plus 10%
Temporary Fireworks Stand	Permit Fee	\$100.00
	Removal Bond-refundable	\$750.00
Fuel/Oil Tanks Decommission/Remove	Base Permit Fee	\$105.00
	Plan Review & Inspection Fee	per contract plus 10%
Residential LPG Tanks	Base Permit Fee	\$126.00
	Tank Under 125 gallons, additional	\$46.00
	126 to 500 gallons, additional	\$74.00
	501 gallons and up, additional	\$100.00
	Each 500 gallons additional	\$126.00
Technology Fee	per permit application	\$25.00
	per \$10,000 in project value	\$2.00
<p><i>The technology fee is assessed for each of the following transactions: Building Permits, Fire Permit, Sign Permit, Demolition Permit, Right of Way Use Permit and most Land Use permits. Land Use Exemption applications are exempt from the fee. The fee is collected at the time of issuance for building permits and right-of-way use permits. A technology fee will be assessed at Land Use application submittal.</i></p>		

LICENSES		
TYPE	DESCRIPTION	FEE
Regular Business License	Annual	Initial Fee \$70 Renewal \$60
Regular Business License (partial)	Pro-rate: 50% fee reduction after June 30	\$35.00
Temp Business License (30 days)	per 30 day license, maximum of 2 per year	\$15.00
Duplicate Business License	per copy	\$10.00
Relocation/Re-issue	business moves locations	\$10.00
Specialty Licenses		
Pawnbrokers	Yearly	\$100.00
Firearms Dealer	Federal Firearms License, yearly	\$125.00
Solicitors and mobile vendors	Annual	\$70.00
	Temporary (30 Days)	\$15.00
Carnivals, circus, and shows	per event	\$50.00
Adult Entertainment License	per establishment	\$1,000.00
	operator license	\$100.00
	employees license	\$50.00
Utility License	Annual	\$60.00
Penalty, Late Renewal Payment	Feb 1-28	\$10.00
	Mar 1-31	\$20.00
	April 1-30	\$30.00
	May 1 and after	double renewal fee, collections

CITY STAFF RATES		
TYPE	DESCRIPTION	FEE
City Administrator	Per Hour	\$94.00
Asst. City Administrator/City Clerk	Per Hour	\$84.00
Deputy City Clerk	Per Hour	\$50.00
Finance Director	Per Hour	\$70.00
Deputy Finance Director	Per Hour	\$58.00
Senior Accountant	Per Hour	\$40.00
Community Development Director	Per Hour	\$73.00
Permit Technician Supervisor	Per Hour	\$54.00
Permit Technician	Per Hour	\$44.00
Economic Development Director	Per Hour	\$75.00
Natural Resources	Per Hour	\$73.00
Building Official/Code Official	Per Hour	Per Contract + 10%
Building Plans Examiner	Per Hour	Per Contract + 10%
Public Works Director	Per Hour	\$80.00
Public Works Admin. Asst. 3	Per Hour	\$51.00
Utilities Supervisor	Per Hour	\$76.00
Utility Operator	Per Hour	\$47.00
Utility Worker	Per Hour	\$44.00
Facilities Coordinator	Per Hour	\$51.00
Police Chief	Per Hour	\$89.00
Police Officer w/ vehicle	Per Hour	\$75.00
Senior Associate Planner	Per Hour	\$48.00
Information Services Manager	Per Hour	\$73.00

CITY STAFF RATES (cont'd)		
TYPE	DESCRIPTION	FEE
Clerical Staff	Per Hour	\$28.00
City Engineer		Per Contract + 10%
City Attorney		Per Contract + 10%
Landscape Architect		Per Contract + 10%
Consultant Planner		Per Contract + 10%
Other Consultant or Contractors		Per Contract + 10%
Hearing Examiner		Per Contract + 10%

PARKS		
TYPE	DESCRIPTION	FEE
Liquor Use Permit	Per Event	\$25.00
Overnight Camping Permit	Per Campsite	\$10.00
Vending Permit	Per Event	\$50.00
Overnight Moorage Permit	Per Boat	\$10.00
Parking Fee @ Boat Launch	Per Vehicle	\$5.00

PASSPORTS		
TYPE	DESCRIPTION	FEE
passport fee check is made payable to the US Department of State. The execution fee check is made payable to the		
<b>Passport Book</b>		
Passport Fee **	Age 16 and over	\$110.00
Execution Fee		\$25.00
		<b>Total \$135.00</b>
Passport Fee **	Under Age 16	\$80.00
Execution Fee		\$25.00
		<b>Total \$105.00</b>
<b>Passport Card</b>		
Passport Fee **	Age 16 and over	\$30.00
Execution Fee		\$25.00
		<b>Total \$55.00</b>
Passport Fee **	Under Age 16	\$15.00
Execution Fee		\$25.00
		<b>Total \$40.00</b>
Expediting Fee (Book Only)		\$60.00
File Search Fee		\$150.00
Overnight Delivery Return Fee	Passport book only	\$12.72
Overnight Delivery Fee to Agency		\$19.95
** Other conditions and restrictions may apply, see City Clerk's office for more details.		

MISCELLANEOUS FEES		
TYPE	DESCRIPTION	FEE
Photocopying	Materials copied on the copier on legal, letter or ledger size paper (includes packet material, ordinances, resolutions, minutes, contracts, etc.)	\$0.15
Oversize Documents/Plotter copies	per page, black & white	\$5.00
	per page, color	\$7.00
Duplication Audio Tapes CD's	Per tape/CD	\$1.50
CD or DVD Disk	Per disk	\$1.50
Transcription Preparation	staff time or outside agency	actual cost
	Deposit	\$300.00
City Clerk Certification of Documents	per page	\$1.00
King County Recording Fee	Per page, pass through King County fees	actual cost per King County
Return Check Fee		\$35.00
Return Check Fee plus door hanger for utility payments		\$45.00
City of Black Diamond Maps		\$5.00
Black Diamond Zoning Map	Oversized 18x24 or larger	\$7.00
	11x17	\$3.00
Zoning Code		\$50.00
Comprehensive Plan		\$85.00
Water Comp Plan		\$80.00
Sewer Comp Plan		\$80.00
Municipal Code		Current Publishing Price
Public Works Standards		\$50.00
BD Design Standards & Guidelines		\$50.00
Each Section		\$10.00

Exhibit 1

**Table 1-A BUILDING PERMIT FEES**

TOTAL VALUATION	FEE
\$1.00 TO \$500.00	\$23.50
\$501.00 TO \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 TO \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 TO \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 TO \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 TO \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 TO \$1,000,000.00	\$3,233.00 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 AND UP	\$5608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof
<b>Other Inspections and Fees:</b>	
<ol style="list-style-type: none"> <li>1. Inspections outside of normal business hours.....\$119.03 per hour<sup>1</sup> (Minimum charge – two hours)</li> <li>2. Re-Inspection fees.....\$104.15 per assessment<sup>1</sup></li> <li>3. Inspections for which no fee is specifically indicated.....\$104.15 per hour<sup>1</sup> (Minimum charge – one hour)</li> <li>4. Additional plan review due to additions or revisions to plans.....\$104.15 per hour<sup>1</sup> (Minimum charge – one hour)</li> <li>5. Additional plan review due to Deferred Submittals.....\$104.15 per hour<sup>1</sup> (Minimum charge – 1 hour)</li> <li>6. For use outside consultants for plan checking and Inspections or both.....Actual cost + 20%</li> <li>7. Plan review shall be 65% of the permit fee when required.</li> </ol>	
<p><u>Public Improvement Projects Fee Waiver.</u> The city administrator may, in his discretion, waive any or all of the permit fees required under the Uniform Building Code and any amendments thereto, for any public improvement project for which the city is providing some or all of the funding for said project.</p>	

<sup>1</sup>Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

**Exhibit 2 - PLUMBING PERMIT FEES****Permit Issuance**

1. For issuing a plumbing permit associated with a building permit	\$40.00
2. For issuing a plumbing permit not associated with a current building permit.	\$100.00
3. For issuing each supplemental permit	\$12.00
4. Technology Fee - PLM/MEC	\$5.00

**Unit Fee Schedule (note the following do not include permit-issuing fee):**

1. For each additional plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and back flow protection thereof)	\$9.00
2. For each building sewer and each trailer park sewer	\$19.00
3. Rainwater systems - per drain (inside building)	\$9.00
4. For each water heater and/or vent	\$9.00
5. For each industrial waste pretreatment interceptor including its trap and vent except kitchen-type grease interceptors functioning as fixture traps	\$9.00
6. For each installation, alteration or repair of water piping and/or water treatment, each	\$9.00
7. For each repair or alteration of a drainage or vent piping, each fixture	\$9.00
8. For each lawn sprinkler system on any one meter including back flow protection devices thereof	\$9.00
9. For atmospheric-type vacuum breakers not included in item 12:	
1 to 5	\$7.00
over 5, each	\$2.00
10. For each backflow protective device other than atmospheric type vacuum breakers:	
2 inch (51 mm) diameter and smaller	\$19.00
over 2 inch (51 mm) diameter	\$49.00
11. For initial installation and testing for a reclaimed water system	\$36.00
12. For each annual cross-connection testing of a reclaimed water system (excluding initial test)	\$36.00
13. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	\$61.00
14. For each additional medical gas inlet(s)/outlet(s)	\$7.00
15. Spa & Hot Tubs	
16. Swimming Pool	

**Other Inspections and Fees:**

1. Inspections outside of normal business hours	\$125.00
2. Re-inspection fee	\$93.00
3. Inspections for which no fee is specifically indicated	\$93.00
4. Additional plan review required by changes, additions or revisions to approved plans (min. charge one-half hour)	\$93.00

**Exhibit 3 - MECHANICAL PERMIT FEES****Permit Issuance and Heaters:**

1. For issuing a mechanical permit associated with a building permit	\$40.00
2. For issuing a mechanical permit not associated with a current building permit.	\$100.00
2. For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized	\$9.00
3. Technology Fee - PLM/MEC	\$5.00

**Unit Fee Schedule (Note: the following do not include permit-issuing fee):****1. Furnaces**

For the installation or relocation of forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance up to and including 100,000 btu/h (29.3kW)	\$18.00
For the installation or relocation of forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3kW)	\$22.00
For the installation or relocation of each floor furnace, including vent	\$18.00
For the installation or relocation of each suspended heater, recessed wall heater or floor mounted unit heater	\$18.00

**2. Appliance Vents**

For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$9.00
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**3. Repairs or Additions**

For the repair of, the alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$17.00
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**4. Boilers, Compressors and Absorption Systems**

For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6kW) or each absorption system to and including 1,000,000 BTU/h	\$18.00
For the installation or relocation of each boiler or compressor over 3 horsepower (10.6kW) to and including 15 horsepower (52.7kW) to and including 30 horsepower (105.5kW) or each absorption system over 500,000btu/h (146.6kW) to and including 1,000,000 Btu/h (293.1kW)	\$45.00
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5kW) to and including 50 horsepower (176kW) or each absorption system over 1,000,000btu/h (293.1kW) to and including 1,750,000 Btu/h (512.9kW)	\$67.00
For the installation or relocation of each boiler or compressor over 50 horsepower (176kW), or each absorption system over 1,750,000 Btu/h (512.9kW)	\$112.00

**5. Air Handlers**

For each air handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto (Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance cooling system, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code)	\$14.00
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For each air-handling unit over 10,000 cfm (4719 L/s)	\$22.00
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**6. Evaporative Cooler**

For each evaporative cooler other than a portable type	\$14.00
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**7. Ventilation and Exhaust**

For each ventilation fan connected to a single duct	\$9.00
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For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$14.00
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For the installation of each hood which is served by a mechanical exhaust, including the ducts for each hood	\$14.00
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**8. Incinerators**

For the installation or relocation of each domestic-type incinerator	\$18.00
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For the installation or relocation of each commercial or industrial type incinerator	\$18.00
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**9. Gas Piping**

Gas piping systems 1-5 outlets	\$17.00
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For each additional gas outlet over 5	\$3.00
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**10. Miscellaneous**

For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories or for which no other fee is listed in the table	\$14.00
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**Other Inspections and Fees:**

1. Inspections outside of normal business hours, per hour (min. charge 2 hours)	\$125.00
2. Inspections for which no fee is specifically indicated, per hour (min. charge one-half hour)	\$93.00
3. Revisions to plans or to plans for which an initial review has been completed (min. charge one-half hour)	\$93.00

\*Building Official Contract fee + 10%

EXHIBIT A

5% Increase

POLICE		
TYPE	DESCRIPTION	FEE
Animal License		By King Co Ordinance
Fingerprinting	Non-Resident	\$15.00
Fingerprinting	Resident	\$10.00
Equipment Deposit	refundable	\$350.00
Electronic Monitoring (police)	Per Day, payable in advance	\$17.00
Hook Up Fee	One Time Application Fee (non-refundable)	\$25.00
	within 20 mile radius	Current IRS Rate
	outside 20 mile radius	Current IRS Rate
Concealed Pistol License		
Original	Original License	<del>\$55.25</del> \$52.50
Renewal	Valid License Renewal	\$32.00
Late	Within 90 days after expiration	\$42.00
Replacement		\$10.00
Process Service		\$25.00
Mileage for process service		Current IRS Rate
False Alarm Responses	First Occurrence	None
	Second Occurrence per year	\$50.00
	Third or more per year	\$75.00
Discovery	No charge for one copy of documents provided in compliance with defense requests on Muni Court cases	\$0.00
	others:	\$0.15
Civil Service Testing	Per Applicant	Contract w/ Public Safety Testing
Work Release	Per day, payable in advance	Contract Amount
Traffic Safety School		\$200.00
Booking Processing Fee	Per booking	Contract Rate
Police reports	Per Case Reports	\$0.15 per page
Photographs		
Copies	each	\$0.15
Originals	each	\$8.00
Video Tape Reproduction	each	\$50.00
CD Reproduction	each	<del>\$10.00</del> \$1.50
Audio Tape Reproduction	each	<del>\$10.00</del> \$1.50
Expungements		\$35.00
Firearms Clearance Letter	For Foreign Countries	\$15.00
Local Record Clearance Letter	In-House Records Check	\$15.00
Vehicle Storage	For other PD only, per day	\$1.50

Work Crew	screening fee (non-refundable)	\$25.00
	per day, state fee	\$15.00

PUBLIC WORKS - GENERAL		
TYPE	DESCRIPTION	FEE
Erosion Sediment Control	Plan Review - per single family lot	\$35.00
	Inspection Fee - per single family lot	\$110.00
Stormwater Drainage	Plan Review per single family lot	\$110.00
	Inspection per single family lot	\$110.00
Final Inspect - Building Permit		\$110.00
Deviation of Public Works Standards	Application fee	\$300.00
Traffic Engineering Review Fees	Note: some applications will require the use of outside consultants. See BDMC 2.60.050	Actual cost plus 10%
	Deposit	\$1,000.00
Revision/Resubmittals	hourly rate	\$110.00
Inspections outside of Business Hours	hourly rate, 2hr. Minimum	\$142.50
Annual Inspections (CCC, Storm Systems, Grease Interceptor)	hourly rate	\$110.00
Reinspection Fee		\$110.00

PUBLIC WORKS - STREETS		
TYPE	DESCRIPTION	FEE
Right-of-Way Use Permit	incl. 2 Inspect. & 1/2hr City Review	\$250.00
ROW Extra Inspection	1 hour minimum, per hour	\$95 <del>\$110</del>
ROW Extra City Staff Review	1 hour minimum, per hour	\$50.00
Fines- ROW Use Permits	Failure to call for an inspection	\$1,000.00
Street Cleaning		Cost, plus 10%
Public Works Variance	Application & Review Fee	\$1,000.00
	Professional Svcs/Consultant Review	Actual cost plus 10%
Street Signs Charge	Sign Purchase	Actual cost plus 10%
	Installation	Hourly Rates
Street, Alley, City Property Vacations	Application Fees	\$750.00
	Deposit	\$1,000.00
U.L.I.D. or L.I.D.	City Costs	Actual Costs plus 10%

PUBLIC WORKS - WATER		
TYPE	DESCRIPTION	FEE
Unauthorized connection	no meter present or bypassing	\$1,200.00
Meter Testing charge		Cost plus actual staff time

\$263.00

\$788.00

Customer Requested Turn Off	After Business Hours, 2 hour min.	staff time
Lifeline Utility Relief Rate	City water, sewer, & stormwater only (excluding KC Metro)	50%
<b>DROP IN METER CHARGES</b>		
5/8" meter	City Installed	\$500.00
3/4" meter	City Installed	\$500.00
1" meter	City Installed	\$600.00
1-1/2" meter thru 6" meter	City Installed	meter cost, plus 10%
Irrigation 5/8" meter	City Installed	\$500.00
Installation of water service charges	Homeowner incurs ALL costs, plus deposit per BDMC 13.040.050	Deposit \$1000.00
Installation Re-Inspection Fees	per hour, 1/2 hour minimum	\$110.00
Cap. Facilities Connection Fee	per ERU	Per BDMC 13.04.295
Door Hanger Charge, Warning		\$10.00
Door Hanger w/ Shut Off		\$20.00
Unpaid Account Reconnect Fee	During Working Hours	\$25.00
	After Working Hours	1 1/2 time, 2hr minimum
	Holidays	Double Time, 2hr minimum
Lien Release		\$120.00
Meter Rental/water purchase	Collect Deposit, Connect Fee, Rental Rate	Deposit \$1000.00
	Connection Fee dbl. current basic rate plus	Rental, per day \$25.00
	Connection Fee dbl. current basic rate plus	Rental, per week \$100.00
	Connection Fee dbl. current basic rate plus	Rental, per month \$250.00
Water Investigation Certificates	Residential	\$100.00
	Multi-Family, Commercial, Industrial, Public	\$200.00
Hydraulic Model for Water System	Note: some applications will require the use of outside consultants. See BDMC 2.60.050	Actual cost plus 10%
	Deposit	\$500.00
Non-Account Water Purchase		Double out of city rates
Water Equipment and Parts		Actual Costs plus 10%

\$105.00

\$210.00

**PUBLIC WORKS - SEWER**

TYPE	DESCRIPTION	FEE
Sewer Connection Fee		Per BDMC 13.20.080
Sewer Investigation Certificates	Residential	\$100.00
	Multi-family, Commercial, Industrial, Public	\$200.00
Side Sewer Review/Inspection		\$110.00
Engineered Hydraulic Flows to Sewer System	Deposit	\$1,000.00

\$105.00

\$210.00

Side Sewer Re-Inspection Fee		Hourly rate, 30min. Minimum
PW Plan Review		Hourly rate

**PUBLIC WORKS - CLEARING & GRADING, CIVIL**

TYPE	DESCRIPTION	FEE	
Clearing & Grading Permit Fee	Permit Fee	\$190.00	\$200.00
	Inspection Fee	3% of total cost of the project	
	Plan Review Fee		
	Clearing Only	\$70.00	\$74.00
	0-50 Cubic Yards	\$130.00	\$137.00
	51-100 Cubic Yards	\$240.00	\$252.00
	101-1,000 Cubic Yards	\$510.00	\$536.00
	1,001-10,000 Cubic Yards	\$760.00	\$798.00
	10, 001-100,000 Cubic Yards	\$1,000.00	\$1,050.00
	100,001-Cubic Yards and up	\$1,240.00	\$1,302.00
Civil Plan-Commercial, Multi-Family, Short Plat Projects	Engineering Plan Review Fee	\$470.00 (plus an additional per hour rate if review exceeds 5 hours, as outlined in Note 1)	\$494.00
	Engineering Permit Fee	\$300.00	\$315.00
	Inspection Fee	3% of total cost of the project	
	As-Built Review Fee	\$200.00	\$210.00
	Engineering Alternative Methods Request (per item)	\$250.00	\$263.00
Civil Plan-Long Plat Projects	Engineering Plan Review Fee	\$470.00 (plus an additional per hour rate if review exceeds 5 hours, as outlined in Note 1)	\$494.00
	Engineering Permit Fee	\$1,370.00	\$1,439.00
	Inspection Fee	3% of total cost of the project	
*Note 1: Hourly rates will be charged using the current billable rates of City Staff.			

**PUBLIC WORKS - UTILITY EMERGENCY CALL OUT CHARGES**

TYPE	DESCRIPTION	FEE
Emergency Repair	Working hours, if prior locate	Time and materials
	Working hours, if no locate	3 times, time and materials
	After hours, if prior locate	1 1/2 Time and materials
	After hours, no locate	3 Times, 1 1/2 time and material
	Holidays	Double time to above rates
Equipment Fee without Operator	City Dump Truck	\$75.00 per hour
	City Vehicle	\$50.00 per hour
	City Backhoe	\$75.00 per hour
	Miscellaneous Utility Equipment	\$25.00 per hour
	Parts	Cost plus 10%

**PUBLIC WORKS - CEMETERY**

TYPE	DESCRIPTION	FEE
Opening and Closing	For Normal Lots	\$500.00
Opening and Closing	For Cremation	\$100.00
Single Lot Purchase		\$1,500.00
Double Lot Purchase (2 lots)		\$2,500.00

Saturday Service - Burial	11am to 1pm	\$1,000.00
Saturday Service - Cremation	11am to 1pm	\$250.00
Liner		Actual Cost plus 10%
Liner Setting Fee		\$250.00
Liner Pickup & Delivery Fee	per unit	\$100.00
Vault		Actual Cost plus 10%
Vault Setting Fee		\$250.00
Vault Pickup & Delivery Fee	per unit	\$100.00
Niche	Single	\$325.00
	Double	\$425.00
Head Stone Placement	Normal, up to 44" x 20"	\$100.00
	Oversized Stone	\$.15 per square inch
Exhumation		Lesser of \$5000.00 or Actual Contract Cost

PLANNING/LAND USE			
TYPE	DESCRIPTION	FEE	
Consultant Fees	NOTE: some applications will require the use of outside consultants. See BDMC 2.60.050	Actual Cost plus 10%	
	Deposit	\$1000 min, per consultant quote	
Preliminary Plat	Base Application Fee	\$2,000.00	\$2,100.00
	per lot charge	\$100.00	
	Engineering Review - per lot charge	\$75.00	
	Plat Alteration or Vacation	\$1,500.00	\$1,575.00
	Time Extension - 1 year	\$1,000.00	\$1,050.00
Final Plat	Base Application Fee	\$1,500.00	\$1,575.00
	per lot charge	\$100.00	
	Engineering Final Review	\$300.00	
Binding Site Plan	Base Application Fee	\$1,500.00	\$1,575.00
	per lot charge	\$100.00	
Preliminary Short Plat	Base Application Fee	\$750.00	\$788.00
	per lot charge	\$100.00	
	Engineering Review - per lot charge	\$75.00	
	modified short plat	\$750.00	\$788.00
Final Short Plat	Application Fee	\$750.00	\$788.00
	Engineering Final Review	\$300.00	
Lot Line Adjustment	Residential application fee	\$300.00	\$315.00
	Non-Residential application fee	\$600.00	\$630.00
Lot Line Elimination	Application Fee	\$250.00	\$263.00
Master Plan Development	Application Fee	\$25,000.00	\$26,250.00

	per acre charge	\$100.00	
Development Agreement	Application Fee	\$1,500.00	\$1,575.00
	staff review time	Staff Hours + 10%	
Annexation	10% Notice of Intent	\$1,000.00	\$1,050.00
	60% Petition	\$5000 deposit, actual staff time	
Conditional Use	Application Fee	\$1,000.00	\$1,050.00
Administrative Conditional Use	Application Fee	\$250.00	\$263.00
Variance	Single Family Lot	\$500.00	\$525.00
	All Others	\$1,000.00	\$1,050.00
Administrative Variance	Application Fee	\$250.00	\$263.00
Accessory Dwelling Unit	Application Fee	\$250.00	\$263.00
Shoreline Exemption	Application Fee	\$100.00	\$105.00
Shoreline Substantial Development	Application Fee	\$1,000.00	\$1,050.00
Shoreline Variance	Application Fee	\$1,000.00	\$1,050.00
Shoreline Conditional Use	Application Fee	\$1,000.00	\$1,050.00
Site Plan Review	Application Fee	\$750.00	\$788.00
	Engineering Review	\$300.00	
Comp Plan Amendment	Application Fee	\$2,000.00	\$2,100.00
Text Amendment, Title 16-19	Application Fee	\$2,000.00	\$2,100.00
Rezone	Application Fee	\$1,000.00	\$1,050.00
SEPA Checklist	w/ land use or permit application	\$400.00	\$420.00
	w/o permit application	\$500.00	\$525.00
	for each additional study	\$250.00	\$263.00
Environmental Impact Statement	Per consultant contract	Actual Costs plus 10%	
Appeal of Administrative Decision	Application Fee	\$250.00	\$263.00
Appeal of SEPA action	Application Fee	\$250.00	\$263.00
Appeal of Notice of Violation	Application Fee	\$250.00	\$263.00
Temporary Use Permit	Application Fee	\$100.00	\$105.00
Transfer Development Rights	Application Fee	\$500.00	\$525.00
	per development credit	\$50.00	
	Treasured Place Status	\$250.00	\$263.00

Tree Permit	Level 1 application Fee	\$250.00	\$263.00
	Level 2 application Fee	\$500.00	\$525.00
	Exemption Review	\$100.00	
Reasonable Use Exception	Application Fee	\$250.00	\$263.00
Sensitive Areas Permit	Application Fee	\$500.00	\$525.00
Sensitive Area Utility Exception	Application Fee	\$1,000.00	\$1,050.00
Formal Code Interpretation	Application Fee	\$150.00	\$158.00
Pre-Application Meeting	1 hour meeting and review of submittal	No Charge	
	Additional meetings	\$200.00	\$210.00
Hearing Examiner	Hearing Fee	\$750.00	\$788.00
	actual costs	Hourly Rate + 10%	
Public Notice Boards	Per BDMC 18.08	3rd Party Vendor Charge	
Special Event Permit	1 day event	no charge	
	Multi-Day event requiring Council approval	\$200.00	
	Multi-Day event requiring Council approval & charging an entry fee	\$200.00 + Hourly Staff Time	
Signs			
Wall Sign, non electric	25-50sf, 51-99sf, 100+ sf	\$100.00, \$150.00, \$200.00	105, 155, 205
Wall Sign, electric	25-50sf, 51-99sf, 100+ sf	\$120.00, \$170.00, \$220.00	125, 175, 225
Ground, non-electric	25-50sf, 51-99sf, 100+ sf	\$140.00, \$190.00, \$240.00	145, 195, 245
Ground, electric	25-50sf, 51-99sf, 100+ sf	\$160.0, \$210.00, \$260.00	165, 215, 265
All signs less than 25sf		\$90.00	\$95.00
Change of sign, all sizes		\$90.00	\$95.00
Permit Review	per hour	\$47.00	\$50.00

BDMC 2.62.012 may require the posting of a deposit and payment of actual city costs for certain permits.

Deposits that are listed on the General Fee Schedule are require to be paid in addition to the Permit Fees. The Deposit is used to cover staff costs, engineering, and or other professional consultant costs plus 10%. Deposits will be tracked on a monthly basis. If the cost exceeds the deposit, an additional deposit invoice will be sent in writing. If the additional deposit is not paid within 30 days, the city may discontinue review or work on the project or deem the project incomplete.

At the end of the project, the city will invoice in writing any final costs over the deposits, or refund any remaining balance to the person who made the deposit. Final invoices are due within 30 days.

BUILDING - FIRE		
TYPE	DESCRIPTION	FEE
Building Permit Fee	Based on Project Valuation	See page 10
Building Plan Check Fee	Based on Project Valuation	65% of permit fee, see page 10
Mechanical Permit	Flat Fee plus fixture count	See page 12
Plumbing Permit	Flat Fee plus fixture count	See page 11
Training Fee	Per application (I-Code permits only)	\$1.00
Change of Use w/o a TI	Permit Fee & Deposit	\$200 deposit, actual staff hours
Demo - SFR, out-building etc.	Permit Fee & Deposit	\$120 permit, \$1000 deposit

Relocation Permit (incl mfg home)		\$200.00	\$210.00
Mobile Home Title Elimination	Permit Fee	\$100.00	\$105.00
Driveway (stand alone)	expansion & new	\$200.00	\$210.00
Re-Roof permit - Residential	Permit Fee	\$100.00	\$105.00
Re-Roof permit - Commercial/ MF	Permit Fee & Plan Check	based on valuation, see page 10	
Miscellaneous Permit	Permit Fee	\$100 deposit + actual hours	
Investigation Fee-Work w/o a permit	Permit Fee	Double Req'd permit fees	
Temporary Certificate of Occupancy	Per 30 day TCO	\$250.00	\$263.00
Permit Extension	180 day extension	\$50.00	
Application Extension	90 day extension	\$50.00	
Consultant/Peer Review	consultant fees	per contract plus 10%	
Coal Mine Hazard Report Review		\$100.00	
Fire Permit	Base Fee	\$100.00	\$105.00
Fire Sprinkler/Alarm System Review	Plan Review & Inspection Fee	per contract plus 10%	
Fireworks Display	Plan Review & Inspection Fee	per contract plus 10%	
Temporary Fireworks Stand	Permit Fee	\$100.00	
	Removal Bond-refundable	\$750.00	
Fuel/Oil Tanks Decommission/Remove	Base Permit Fee	\$100.00	\$105.00
	Plan Review & Inspection Fee	per contract plus 10%	
Residential LPG Tanks	Base Permit Fee	\$120.00	\$126.00
	Tank Under 125 gallons, additional	\$45.00	\$46.00
	126 to 500 gallons, additional	\$70.00	\$74.00
	501 gallons and up, additional	\$95.00	\$100.00
	Each 500 gallons additional	\$120.00	\$126.00

Technology Fee	per permit application	\$25.00
	per \$10,000 in project value	\$2.00

*The technology fee is assessed for each of the following transactions: Building Permits, Fire Permit, Sign Permit, Demolition Permit, Right of Way Use Permit and most Land Use permits. Land Use Exemption applications are exempt from the fee. The fee is collected at the time of issuance for building permits and right-of-way use permits. A technology fee will be assessed at Land Use application submittal.*

LICENSES		
TYPE	DESCRIPTION	FEE
Regular Business License	Annual	Initial Fee \$70 Renewal \$60
Regular Business License (partial)	Pro-rate: 50% fee reduction after June 30	\$35.00
Temp Business License (30 days)	per 30 day license, maximum of 2 per year	\$15.00
Duplicate Business License	per copy	\$10.00
Relocation/Re-issue	business moves locations	\$10.00
Specialty Licenses		
Pawnbrokers	Yearly	\$100.00
Firearms Dealer	Federal Firearms License, yearly	\$125.00
Solicitors and mobile vendors	Annual	\$70.00
	Temporary (30 Days)	\$15.00

Carnivals, circus, and shows	per event	\$50.00
Adult Entertainment License	per establishment	\$1,000.00
	operator license	\$100.00
	employees license	\$50.00
<b>Utility License</b>	<b>Annual</b>	<b>\$60.00</b>
Penalty, Late Renewal Payment	Feb 1-28	\$10.00
	Mar 1-31	\$20.00
	April 1-30	\$30.00
	May 1 and after	double renewal fee, collections

CITY STAFF RATES		
TYPE	DESCRIPTION	FEE
City Administrator	Per Hour	\$93 <del>\$94</del>
Asst. City Administrator/City Clerk	Per Hour	\$78 <del>\$84</del>
Deputy City Clerk	Per Hour	\$46 <del>\$50</del>
Finance Director	Per Hour	\$69 <del>\$70</del>
Deputy Finance Director	Per Hour	\$59 <del>\$58</del>
Senior Accountant	Per Hour	\$34 <del>\$40</del>
Community Development Director	Per Hour	\$70 <del>\$73</del>
Permit Technician Supervisor	Per Hour	\$52 <del>\$54</del>
Permit Technician	Per Hour	\$45 <del>\$44</del>
Economic Development Director	Per Hour	\$72 <del>\$75</del>
Natural Resources	Per Hour	\$73.00
Building Official/Code Official	Per Hour	Per Contract + 10%
Building Plans Examiner	Per Hour	Per Contract + 10%
Public Works Director	Per Hour	\$80.00
Public Works Admin. Asst. 3	Per Hour	\$45 <del>\$51</del>
Utilities Supervisor	Per Hour	\$72 <del>\$76</del>
Utility Operator	Per Hour	\$43 <del>\$47</del>
Utility Worker	Per Hour	\$39 <del>\$44</del>
Facilities Coordinator	Per Hour	\$49 <del>\$51</del>
Police Chief	Per Hour	\$90 <del>\$89</del>
Police Officer w/ vehicle	Per Hour	\$75.00
Senior Associate Planner	Per Hour	\$45 <del>\$48</del>
Information Services Manager	Per Hour	\$74 <del>\$73</del>
Clerical Staff	Per Hour	\$28.00
City Engineer		Per Contract + 10%
City Attorney		Per Contract + 10%
Landscape Architect		Per Contract + 10%
Consultant Planner		Per Contract + 10%
Other Consultant or Contractors		Per Contract + 10%
Hearing Examiner		Per Contract + 10%

PARKS		
TYPE	DESCRIPTION	FEE
Liquor Use Permit	Per Event	\$25.00
Overnight Camping Permit	Per Campsite	\$10.00
Vending Permit	Per Event	\$50.00
Overnight Moorage Permit	Per Boat	\$10.00
<b>Parking Fee @ Boat Launch</b>	<b>Per Vehicle</b>	<b>\$5.00</b>

PASSPORTS		
TYPE	DESCRIPTION	FEE
passport fee check is made payable to the US Department of State. The execution fee check is made payable to the		
<b>Passport Book</b>		
Passport Fee **	Age 16 and over	\$110.00
Execution Fee		\$25.00
		<b>Total \$135.00</b>
Passport Fee **	Under Age 16	\$80.00
Execution Fee		\$25.00
		<b>Total \$105.00</b>
<b>Passport Card</b>		
Passport Fee **	Age 16 and over	\$30.00
Execution Fee		\$25.00
		<b>Total \$55.00</b>
Passport Fee **	Under Age 16	\$15.00
Execution Fee		\$25.00
		<b>Total \$40.00</b>
Expediting Fee (Book Only)		\$60.00
File Search Fee		\$150.00
Overnight Delivery Return Fee	Passport book only	\$12.72
<b>Overnight Delivery Fee to Agency</b>		<b>\$19.95</b>
** Other conditions and restrictions may apply, see City Clerk's office for more details.		

MISCELLANEOUS FEES		
TYPE	DESCRIPTION	FEE
Photocopying	Materials copied on the copier on legal, letter or ledger size paper (includes packet material, ordinances, resolutions, minutes, contracts, etc.)	\$0.15
Oversize Documents/Plotter copies	per page, black & white	\$5.00
	per page, color	\$7.00
Duplication Audio Tapes CD's	Per tape/CD	\$10 <b>\$1.50</b>
<b>CD or DVD Disk</b>	<b>Per disk</b>	<b>\$1.50</b>
Transcription Preparation	staff time or outside agency	actual cost
	<b>Deposit</b>	<b>\$300.00</b>
<b>City Clerk Certification of Documents</b>	per page	<b>\$1.00</b>
<b>Notary Public Work</b>		<b>\$10.00</b>
King County Recording Fee	Per page, pass through King County fees	actual cost per King County
Return Check Fee		\$35.00
Return Check Fee plus door hanger for utility payments		\$45.00
Computer Printout List	Set up Fee	\$25.00

	1st 100 pages of printout	\$0.20
	All Additional Pages	\$0.20
City of Black Diamond Maps		\$5.00
Black Diamond Zoning Map	Oversized 18x24 or larger	\$7.00
	11x17	\$3.00
Zoning Ordinance Code		\$50.00
Comprehensive Plan		\$85.00
Water Comp Plan		\$80.00
Sewer Comp Plan		\$80.00
Municipal Code		Current Publishing Price
Public Works Standards		\$50.00
Stormwater Ordinance		\$25.00
BD Design Standards & Guidelines		\$50.00
Each Section		\$10.00

Exhibit 1

Table 1-A BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$1.00 TO \$500.00	\$23.50
\$501.00 TO \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 TO \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 TO \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 TO \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 TO \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 TO \$1,000,000.00	\$3,233.00 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 AND UP	\$5608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof
<b>Other Inspections and Fees:</b>	
<ol style="list-style-type: none"> <li>1. Inspections outside of normal business hours.....\$119.03 per hour<sup>1</sup> (Minimum charge – two hours)</li> <li>2. Re-Inspection fees.....\$104.15 per assessment<sup>1</sup></li> <li>3. Inspections for which no fee is specifically indicated.....\$104.15 per hour<sup>1</sup> (Minimum charge – one hour)</li> <li>4. Additional plan review due to additions or revisions to plans.....\$104.15 per hour<sup>1</sup> (Minimum charge – one hour)</li> <li>5. Additional plan review due to Deferred Submittals.....\$104.15 per hour<sup>1</sup> (Minimum charge – 1 hour)</li> <li>6. For use outside consultants for plan checking and Inspections or both.....Actual cost + 20%</li> <li>7. Plan review shall be 65% of the permit fee when required.</li> </ol>	
<p><u>Public Improvement Projects Fee Wavier.</u> The city administrator may, in his discretion, waive any or all of the permit fees required under the Uniform Building Code and any amendments thereto, for any public improvement project for which the city is providing some or all of the funding for said project.</p>	

<sup>1</sup>Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

## Exhibit 2 - PLUMBING PERMIT FEES

Permit Issuance	2009 Current	2013 Proposed
1. For issuing a plumbing permit associated with a building permit	\$22.00	\$40.00
2. For issuing a plumbing permit not associated with a current building permit.		\$100.00
3. For issuing each supplemental permit	\$11.00	\$12.00
4. Technology Fee - PLM/MEC		\$5.00

### Unit Fee Schedule (note the following do not include permit-issuing fee):

1. For each additional plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and back flow protection thereof)	\$8.00	\$9.00
2. For each building sewer and each trailer park sewer	\$17.00	\$19.00
3. Rainwater systems - per drain (inside building)	\$8.00	\$9.00
4. For each water heater and/or vent	\$8.00	\$9.00
5. For each industrial waste pretreatment interceptor including its trap and vent except kitchen-type grease interceptors functioning as fixture traps	\$8.00	\$9.00
6. For each installation, alteration or repair of water piping and/or water treatment, each	\$8.00	\$9.00
7. For each repair or alteration of a drainage or vent piping, each fixture	\$8.00	\$9.00
8. For each lawn sprinkler system on any one meter including back flow protection devices thereof	\$8.00	\$9.00
9. For atmospheric-type vacuum breakers not included in item 12:		
1 to 5	\$6.00	\$7.00
over 5, each	\$1.00	\$2.00
10. For each backflow protective device other than atmospheric type vacuum breakers:		
2 inch (51 mm) diameter and smaller	\$17.00	\$19.00
over 2 inch (51 mm) diameter	\$44.00	\$49.00
11. For initial installation and testing for a reclaimed water system	\$33.00	\$36.00
12. For each annual cross-connection testing of a reclaimed water system (excluding initial test)	\$33.00	\$36.00
13. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	\$55.00	\$61.00
14. For each additional medical gas inlet(s)/outlet(s)	\$6.00	\$7.00
15. Spa & Hot Tubs	Fixtures count + \$93.00/hr plan review	
16. Swimming Pool	Fixtures count + \$93.00/hr plan review	

### Other Inspections and Fees:

1. Inspections outside of normal business hours	\$84.00 *	\$125.00
2. Re-inspection fee	\$84.00 *	\$93.00
3. Inspections for which no fee is specifically indicated	\$84.00 *	\$93.00
4. Additional plan review required by changes, additions or revisions to approved plans (min. charge one-half hour)	\$84.00 *	\$93.00

**Exhibit 3 - MECHANICAL PERMIT FEES****Permit Issuance and Heaters:**

1. For issuing a mechanical permit associated with a building permit	\$40.00
2. For issuing a mechanical permit not associated with a current building permit.	\$100.00
2. For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized	\$9.00
3. Technology Fee - PLM/MEC	\$5.00

**Unit Fee Schedule (Note: the following do not include permit-issuing fee):****1. Furnaces**

For the installation or relocation of forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance up to and including 100,000 btu/h (29.3kW)	\$18.00
For the installation or relocation of forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3kW)	\$22.00
For the installation or relocation of each floor furnace, including vent	\$18.00
For the installation or relocation of each suspended heater, recessed wall heater or floor mounted unit heater	\$18.00

**2. Appliance Vents**

For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$9.00
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**3. Repairs or Additions**

For the repair of, the alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$17.00
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**4. Boilers, Compressors and Absorption Systems**

For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6kW) or each absorption system to and including 1,000,000 BTU/h	\$18.00
For the installation or relocation of each boiler or compressor over 3 horsepower (10.6kW) to and including 15 horsepower (52.7kW) to and including 30 horsepower (105.5kW) or each absorption system over 500,000btu/h (146.6kW) to and including 1,000,000 Btu/h (293.1kW)	\$45.00
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5kW) to and including 50 horsepower (176kW) or each absorption system over 1,000,000btu/h (293.1kW) to and including 1,750,000 Btu/h (512.9kW)	\$67.00
For the installation or relocation of each boiler or compressor over 50 horsepower (176kW), or each absorption system over 1,750,000 Btu/h (512.9kW)	\$112.00

**5. Air Handlers**

For each air handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto (Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance cooling system, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code)	\$14.00
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For each air-handling unit over 10,000 cfm (4719 L/s)	\$22.00
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**6. Evaporative Cooler**

For each evaporative cooler other than a portable type	\$14.00
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**7. Ventilation and Exhaust**

For each ventilation fan connected to a single duct	\$9.00
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For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$14.00
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For the installation of each hood which is served by a mechanical exhaust, including the ducts for each hood	\$14.00
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**8. Incinerators**

For the installation or relocation of each domestic-type incinerator	\$18.00
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For the installation or relocation of each commercial or industrial type incinerator	\$18.00
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**9. Gas Piping**

Gas piping systems 1-5 outlets	\$17.00
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For each additional gas outlet over 5	\$3.00
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**10. Miscellaneous**

For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories or for which no other fee is listed in the table	\$14.00
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**Other Inspections and Fees:**

1. Inspections outside of normal business hours, per hour (min. charge 2 hours)	\$125.00
2. Inspections for which no fee is specifically indicated, per hour (min. charge one-half hour)	\$93.00
3. Revisions to plans or to plans for which an initial review has been completed (min. charge one-half hour)	\$93.00

\*Building Official Contract fee + 10%

POLICE		
TYPE	DESCRIPTION	FEE
Animal License		By King Co Ordinance
Fingerprinting	Non-Resident	\$15.00
Fingerprinting	Resident	\$10.00
Equipment Deposit	refundable	\$350.00
Electronic Monitoring (police)	Per Day, payable in advance	\$17.00
Hook Up Fee	One Time Application Fee (non-refundable)	\$25.00
	within 20 mile radius	Current IRS Rate
	outside 20 mile radius	Current IRS Rate
Concealed Pistol License		
Original	Original License	\$55.25
Renewal	Valid License Renewal	\$32.00
Late	Within 90 days after expiration	\$42.00
Replacement		\$10.00
Process Service		\$25.00
Mileage for process service		Current IRS Rate
False Alarm Responses	First Occurrence	None
	Second Occurrence per year	\$50.00
	Third or more per year	\$75.00
Discovery	No charge for one copy of documents provided in compliance with defense requests on Muni Court cases	\$0.00
	others:	\$0.15
Civil Service Testing	Per Applicant	Contract w/ Public Safety Testing
Work Release	Per day, payable in advance	Contract Amount
Traffic Safety School		\$200.00
Booking Processing Fee	Per booking	Contract Rate
Police reports	Per Case Reports	\$0.15 per page
Photographs		
Copies	each	\$0.15
Originals	each	\$8.00
Video Tape Reproduction	each	\$50.00
CD Reproduction	each	\$10.00
Audio Tape Reproduction	each	\$10.00
Expurgements		\$35.00
Firearms Clearance Letter	For Foreign Countries	\$15.00
Local Record Clearance Letter	In-House Records Check	\$15.00
Vehicle Storage	For other PD only, per day	\$1.50
Work Crew	screening fee (non-refundable)	\$25.00
	per day, state fee	\$15.00

PUBLIC WORKS - STREETS		
TYPE	DESCRIPTION	FEE
Right-of-Way Use Permit	incl. 2 Inspect. & 1/2hr City Review	\$250.00
ROW Extra Inspection	1 hour minimum, per hour	\$95.00
ROW Extra City Staff Review	1 hour minimum, per hour	\$50.00
Fines- ROW Use Permits	Failure to call for an inspection	\$1,000.00
Street Cleaning		Cost, plus 10%
Public Works Variance	Application & Review Fee	\$1,000.00
	Professional Svcs/Consultant Review	Actual cost plus 10%
Street Signs Charge	Sign Purchase	Actual cost plus 10%
	Installation	Hourly Rates
Street, Alley, City Property Vacations	Application Fees	\$750.00
	Deposit	\$1,000.00
U.L.I.D. or L.I.D.	City Costs	Actual Costs plus 10%

PUBLIC WORKS - WATER		
TYPE	DESCRIPTION	FEE
Unauthorized connection	no meter present or bypassing	\$1,200.00
Meter Testing charge		Cost plus actual staff time
Customer Requested Turn Off	After Business Hours, 2 hour min.	staff time
Lifeline Utility Relief Rate	City water, sewer, & stormwater only (excluding KC Metro)	50%
DROP IN METER CHARGES		
5/8" meter	City Installed	\$500.00
3/4" meter	City Installed	\$500.00
1" meter	City Installed	\$600.00
1-1/2" meter thru 6" meter	City Installed	meter cost, plus 10%
Irrigation 5/8" meter	City Installed	\$500.00
Installation of water service charges	Homeowner incurs ALL costs, plus deposit per BDMC 13.040.050	Deposit \$1000.00
Installation Re-Inspection Fees		Hourly Rates, 30 min. minimum
Connection Fee		Per BDMC 13.04.280
Door Hanger Charge, Warning		\$10.00
Door Hanger w/ Shut Off		\$20.00
Unpaid Account Reconnect Fee	During Working Hours	\$25.00
	After Working Hours	1 1/2 time, 2hr minimum
	Holidays	Double Time, 2hr minimum
Lien Release		\$120.00
Meter Rental/water purchase	Collect Deposit, Connect Fee, Rental Rate	Deposit \$1000.00
	Connection Fee dbl. current basic rate plus	Rental, per day \$25.00
	Connection Fee dbl. current basic rate plus	Rental, per week \$100.00
	Connection Fee dbl. current basic rate plus	Rental, per month \$250.00
Water Investigation Certificates	Residential	\$100.00

FEE SCHEDULE

9/15/2011

	Multi-Family, Commercial, Industrial, Public	\$200.00
Hydraulic Model for Water System	Deposit	\$500.00
Non-Account Water Purchase		Double out of city rates
Water Equipment and Parts		Actual Costs plus 10%

PUBLIC WORKS - SEWER		
TYPE	DESCRIPTION	FEE
Sewer Connection Fee		Per BDMC 13.20.080
Sewer Investigation Certificates	Residential	\$100.00
	Multi-family, Commercial, Industrial, Public	\$200.00
Engineered Hydraulic Flows to Sewer System	Deposit	\$1,000.00
Side Sewer Re-Inspection Fee		Hourly rate, 30min. Minimum
PW Plan Review		Hourly rate

PUBLIC WORKS - CLEARING & GRADING - CIVIL		
TYPE	DESCRIPTION	FEE
Clearing & Grading Permit Fee	Permit Fee	\$190.00
	Inspection Fee	3% of total cost of the project
	Plan Review Fee	
	Clearing Only	\$70.00
	0-50 Cubic Yards	\$130.00
	51-100 Cubic Yards	\$240.00
	101-1,000 Cubic Yards	\$510.00
	1,001-10,000 Cubic Yards	\$760.00
	10,001-100,000 Cubic Yards	\$1,000.00
	100,001-Cubic Yards and up	\$1,240.00
Civil Plan-Commercial, Multi-Family, Short Plat Projects	Engineering Plan Review Fee	\$470.00 (plus an additional per hour rate if review exceeds 5 hours, as outlined in Note 1)
	Engineering Permit Fee	\$300.00
	Inspection Fee	3% of total cost of the project
	As-Built Review Fee	\$200.00
	Engineering Alternative Methods Request (per item)	\$250.00
Civil Plan-Long Plat Projects	Engineering Plan Review Fee	\$470.00 (plus an additional per hour rate if review exceeds 5 hours, as outlined in Note 1)
	Engineering Permit Fee	\$1,370.00
	Inspection Fee	3% of total cost of the project

\*Note 1: Hourly rates will be charged using the current billable rates of City Staff.

PUBLIC WORKS - UTILITY EMERGENCY CALL OUT CHARGES		
TYPE	DESCRIPTION	FEE
Emergency Repair	Working hours, if prior locate	Time and materials
	Working hours, if no locate	3 times, time and materials
	After hours, if prior locate	1 1/2 Time and materials
	After hours, no locate	3 Times, 1 1/2 time and material
	Holidays	Double time to above rates
Equipment Fee without Operator	City Dump Truck	\$75.00 per hour
	City Vehicle	\$50.00 per hour
	City Backhoe	\$75.00 per hour
	Miscellaneous Utility Equipment	\$25.00 per hour
	Parts	Cost plus 10%

PUBLIC WORKS - CEMETERY		
TYPE	DESCRIPTION	FEE
Opening and Closing	For Normal Lots	\$500.00
Opening and Closing	For Cremation	\$100.00
Single Lot Purchase		\$1,500.00
Double Lot Purchase (2 lots)		\$2,500.00
Saturday Service - Burial	11am to 1pm	\$1,000.00
Saturday Service - Cremation	11am to 1pm	\$250.00
Liner		Actual Cost plus 10%
Liner Setting Fee		\$250.00
Vault		Actual Cost plus 10%
Vault Setting Fee		\$250.00
Niche	Single	\$325.00
	Double	\$425.00
Head Stone Placement	Normal, up to 44" x 20"	\$100.00
	Oversized Stone	\$.15 per square inch
Exhumation		Lesser of \$5000.00 or Actual Contract Cost

PLANNING/LAND USE		
TYPE	DESCRIPTION	FEE
Consultant Fees	NOTE: some applications will require the use of outside consultants. See BDMC 2.60.050	Actual Cost plus 10%
	Deposit	\$1000 min, per consultant quote
Preliminary Plat	Base Application Fee	\$2,000.00
	per lot charge	\$100.00
	Plat Alteration or Vacation	\$1,500.00
	Time Extension - 1 year	\$1,000.00
Final Plat	Base Application Fee	\$1,500.00
	per lot charge	\$100.00
Binding Site Plan	Base Application Fee	\$1,500.00
	per lot charge	\$100.00

FEE SCHEDULE -

9/15/2011

Preliminary Short Plat	Base Application Fee	\$750.00
	per lot charge	\$100.00
	modified short plat	\$750.00
Final Short Plat	Application Fee	\$750.00
Lot Line Adjustment	Residential application fee	\$300.00
	Non-Residential application fee	\$600.00
Lot Line Elimination	Application Fee	\$250.00
Master Plan Development	Application Fee	\$25,000.00
	per acre charge	\$100.00
Development Agreement	Application Fee	\$1,500.00
	staff review time	Staff Hours + 10%
Annexation	10% Notice of Intent	\$1,000.00
	60% Petition	\$5000 deposit, actual staff time
Conditional Use	Application Fee	\$1,000.00
Administrative Conditional Use	Application Fee	\$250.00
Variance	Single Family Lot	\$500.00
	All Others	\$1,000.00
Administrative Variance	Application Fee	\$250.00
Accessory Dwelling Unit	Application Fee	\$250.00
Shoreline Exemption	Application Fee	\$100.00
Shoreline Substantial Development	Application Fee	\$1,000.00
Shoreline Variance	Application Fee	\$1,000.00
Shoreline Conditional Use	Application Fee	\$1,000.00
Site Plan Review	Application Fee	\$750.00
Comp Plan Amendment	Application Fee	\$2,000.00
Rezone	Application Fee	\$1,000.00
SEPA Checklist	w/ land use or permit application	\$400.00
	w/o permit application	\$500.00
	for each additional study	\$250.00
Environmental Impact Statement	Per consultant contract	Actual Costs plus 10%
Appeal of Administrative Decision	Application Fee	\$250.00
Appeal of SEPA action	Application Fee	\$250.00
Appeal of Notice of Violation	Application Fee	\$250.00
Temporary Use Permit	Application Fee	\$100.00

Transfer Development Rights	Application Fee	\$500.00
	per development credit	\$50.00
	Treasured Place Status	\$250.00
Tree Permit	Level 1 application Fee	\$250.00
	Level 2 application Fee	\$500.00
Reasonable Use Exception	Application Fee	\$250.00
Sensitive Areas Permit	Application Fee	\$500.00
Sensitive Area Utility Exception	Application Fee	\$1,000.00
Formal Code Interpretation	Application Fee	\$150.00
Pre-Application Meeting	1 hour meeting and review of submittal	No Charge
	Additional meetings	\$200.00
Hearing Examiner	Hearing Fee	\$750.00
	actual costs	Hourly Rate + 10%
Public Notice Boards	Per BDMC 18.08	3rd Party Vendor Charge
Signs		
Wall Sign, non electric	25-50sf, 51-99sf, 100+ sf	\$100.00, \$150.00, \$200.00
Wall Sign, electric	25-50sf, 51-99sf, 100+ sf	\$120.00, \$170.00, \$220.00
Ground, non-electric	25-50sf, 51-99sf, 100+ sf	\$140.00, \$190.00, \$240.00
Ground, electric	25-50sf, 51-99sf, 100+ sf	\$160.0, \$210.00, \$260.00
All signs less than 25sf		\$90.00
Change of sign, all sizes		\$90.00
Permit Review	per hour	\$47.00

BDMC 2.62.012 may require the posting of a deposit and payment of actual city costs for certain permits.

Deposits that are listed on the General Fee Schedule are require to be paid in addition to the Permit Fees. The Deposit is used to cover staff costs, engineering, and or other professional consultant costs plus 10%. Deposits will be tracked on a monthly basis. If the cost exceeds the deposit, an additional deposit invoice will be sent in writing. If the additional deposit is not paid within 30 days, the city may discontinue review or work on the project or deem the project incomplete.

At the end of the project, the city will invoice in writing any final costs over the deposits, or refund any remaining balance to the person who made the deposit. Final invoices are due within 30 days.

BUILDING - FIRE		
TYPE	DESCRIPTION	FEE
Building Permit Fee	Based on Project Valuation	See page 10
Building Plan Check Fee	Based on Project Valuation	65% of permit fee, see page 10
Mechanical Permit	Flat Fee plus fixture count	See page 12
Plumbing Permit	Flat Fee plus fixture count	See page 11
Change of Use w/o a TI	Permit Fee & Deposit	\$200 deposit, actual staff hours
Demo - SFR, out-building etc.	Permit Fee & Deposit	\$120 permit, \$1000 deposit
Relocation Permit (incl mfg home)		\$200.00
Mobile Home Title Elimination	Permit Fee	\$100.00
Driveway (stand alone)	expansion & new	\$200.00
Re-Roof permit - Residential	Permit Fee	\$100.00
Re-Roof permit - Commercial/ MF	Permit Fee & Plan Check	based on valuation, see page 10
Miscellaneous Permit	Permit Fee	\$100 deposit + actual hours
Investigation Fee-Work w/o a permit	Permit Fee	Double Req'd permit fees

Temporary Certificate of Occupancy	Per 30 day TCO	\$250.00
Permit Extension	180 day extension	\$50.00
Consultant/Peer Review	consultant fees	per contract plus 10%
Fire Permit	Base Fee	\$100.00
Fire Sprinkler/Alarm System Review	Plan Review & Inspection Fee	per contract plus 10%
Fireworks Display	Plan Review & Inspection Fee	per contract plus 10%
Temporary Fireworks Stand	Permit Fee	\$100.00
	Removal Bond-refundable	\$750.00
Fuel/Oil Tanks Decommission/Remove	Base Permit Fee	\$100.00
	Plan Review & Inspection Fee	per contract plus 10%
Residential LPG Tanks	Base Permit Fee	\$120.00
	Tank Under 125 gallons, additional	\$45.00
	126 to 500 gallons, additional	\$70.00
	501 gallons and up, additional	\$95.00
	Each 500 gallons additional	\$120.00

LICENSES		
TYPE	DESCRIPTION	FEE
Regular Business License	0-50 employees Annual	Initial Fee \$70 Renewal \$60
	51-100 employees	Initial Fee \$130 Renewal \$120
	101 or more employees	Initial Fee \$210 Renewal \$200
Regular Business License (partial)	Pro-rate: 50% fee reduction after June 30	\$35.00
Temp Business License (30 days)	per 30 day license, maximum of 2 per year	\$15.00
Duplicate Business License	per copy	\$10.00
Relocation/Re-issue	business moves locations	\$10.00
Specialty Licenses		
Pawnbrokers	Yearly	\$100.00
Firearms Dealer	Federal Firearms License, yearly	\$125.00
Solicitors and mobile vendors	per day-Annual	\$15.00- \$70.00
	per month-Temporary (30 Days)	\$50.00- \$15.00
	per year	\$150.00
Carnivals, circus, and shows	per event	\$50.00
Adult Entertainment License	per establishment	\$1,000.00
	operator license	\$100.00
	employees license	\$50.00
Penalty, Late Renewal Payment	Feb 1-28	\$10.00
	Mar 1-31	\$20.00
	April 1-30	\$30.00
	May 1 and after	double renewal fee, collections

CITY STAFF RATES		
TYPE	DESCRIPTION	FEE
City Administrator	Per Hour	\$93.00
Asst. City Administrator/City Clerk	Per Hour	\$78.00
Deputy City Clerk	Per Hour	\$46.00
Finance Director	Per Hour	\$69.00
Deputy Finance Director	Per Hour	\$59.00
Senior Accountant	Per Hour	\$34.00
Community Development Director	Per Hour	\$70.00
Permit Technician Supervisor	Per Hour	\$52.00
Permit Technician	Per Hour	\$45.00
Economic Development Director	Per Hour	\$72.00
Natural Resources	Per Hour	\$73.00

Building Official/Code Official	Per Hour	Per Contract + 10%
Building Plans Examiner	Per Hour	Per Contract + 10%
Public Works Director	Per Hour	\$80.00
Public Works Admin. Asst. 3	Per Hour	\$45.00
Utilities Supervisor	Per Hour	\$72.00
Utility Operator	Per Hour	\$43.00
Utility Worker	Per Hour	\$39.00
Facilities Coordinator	Per Hour	\$49.00
Police Chief	Per Hour	\$90.00
Police Officer w/ vehicle	Per Hour	\$75.00
Police Officer w/o vehicle	Per Hour	\$60.00
Associate Planner	Per Hour	\$45.00
Information Services Manager	Per Hour	\$71.00
Clerical Staff	Per Hour	\$28.00
City Engineer		Per Contract + 10%
City Attorney		Per Contract + 10%
Landscape Architect		Per Contract + 10%
Consultant Planner		Per Contract + 10%
Other Consultant or Contractors		Per Contract + 10%
Hearing Examiner		Per Contract + 10%

PARKS		
TYPE	DESCRIPTION	FEE
Liquor Use Permit	Per Event	\$25.00
Overnight Camping Permit	Per Campsite	\$10.00
Vending Permit	Per Event	\$50.00
Overnight Moorage Permit	Per Boat	\$10.00

PASSPORTS		
TYPE	DESCRIPTION	FEE
Passport Applications must be accompanied by 2 checks, one for the passport fee and one for the execution fee. The passport fee check is made payable to the US Department of State. The execution fee check is made payable to the City of Black Diamond.		
<b>Passport Book</b>		
Passport Fee **	Age 16 and over	\$110.00
Execution Fee		\$25.00
		<b>Total \$135.00</b>
Passport Fee **	Under Age 16	\$80.00
Execution Fee		\$25.00
		<b>Total \$105.00</b>
<b>Passport Card</b>		
Passport Fee **	Age 16 and over	\$30.00
Execution Fee		\$25.00
		<b>Total \$55.00</b>
Passport Fee **	Under Age 16	\$15.00
Execution Fee		\$25.00
		<b>Total \$40.00</b>
Expediting Fee (Book Only)		\$60.00
File Search Fee		\$150.00
Overnight Deliver Return Fee	Passport book only	\$12.72
** Other conditions and restrictions may apply, see City Clerk's office for more details.		

MISCELLANEOUS FEES		
TYPE	DESCRIPTION	FEE
Photocopying	per page	\$0.15
Oversize Documents/Plotter copies	per page, black & white	\$5.00
	per page, color	\$7.00
Duplication Audio Tapes CD's	Per tape/CD	\$10.00
Transcription Preparation	staff time or outside agency	actual cost
Notary Public Work		\$10.00
King County Recording Fee	Per page, pass through King County fees	actual cost per King County
Return Check Fee		\$35.00
Return Check Fee plus door hanger for utility payments		\$45.00
Computer Printout List	Set up Fee	\$25.00
	1st 100 pages of printout	\$0.20
	All Additional Pages	\$0.20
City of Black Diamond Maps		\$5.00
Black Diamond Zoning Map	Oversized 18x24 or larger	\$7.00
	11x17	\$3.00
Zoning Ordinance		\$50.00
Comprehensive Plan		\$85.00
Water Comp Plan		\$80.00
Sewer Comp Plan		\$80.00
Municipal Code		Current Publishing Price
Public Works Standards		\$50.00
Stormwater Ordinance		\$25.00
BD Design Standards & Guidelines		\$50.00
Each Section		\$10.00

Table 1-A BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$ 1.00 TO \$500.00	\$26.00
\$501.00 TO \$2,000.00	\$26.00 for the first \$500.00 plus \$3.35 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 TO \$25,000.00	\$76.20 for the first \$2,000.00 plus \$15.40 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 TO \$50,000.00	\$430.40 for the first \$25,000.00 plus \$11.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 TO \$100,000.00	\$708.20 for the first \$50,000.00 plus \$7.70 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 TO \$500,000.00	\$1093.20 for the first \$100,000.00 plus \$6.15 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 TO \$1,000,000.00	\$3556.30 for the first \$500,000.00 plus \$5.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 AND UP	\$6169.65 for the first \$1,000,000.00 plus \$4.05 for each additional \$1,000.00, or fraction thereof
Other Inspections and Fees:	
1. Inspections outside of normal business hours	\$100.00 per hour' (Minimum charge - two hours)
2. Re-Inspection fees	\$75.00 per assessment'
3. Inspections for which no fee is specifically indicated	\$75.00 per hour' (Minimum charge - one hour)
4. Additional plan review due to additions or revisions to plans	\$84.00 per hour' (Minimum charge - one hour)
5. Additional plan review due to Deferred Submittals	\$84.00 per hour' (Minimum charge - 1 hour)
6. For use outside consultants for plan checking and Inspections or both	Actual cost + 10%
7. Plan review shall be 65% of the permit fee when required,	
Public Improvement Projects Fee Waiver. The city administrator may, in his discretion, waive any or all of the permit fees required under the International Building Code and any amendments thereto, for any public improvement project for which the city is providing some or all of the funding for said project.	

'Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

## PLUMBING PERMIT FEES

### Permit Issuance

1. For issuing each permit	\$22.00
2. For issuing each supplemental permit	\$11.00

### Unit Fee Schedule (note the following do not include permit-issuing fee):

1. For each additional plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and back flow protection thereof)	\$8.00
2. For each building sewer and each trailer park sewer	\$17.00
3. Rainwater systems - per drain (inside building)	\$8.00
4. For each water heater and/or vent	\$8.00
5. For each industrial waste pretreatment interceptor including its trap and vent except kitchen-type grease interceptors functioning as fixture traps	\$8.00
6. For each installation, alteration or repair of water piping and/or water treatment, each	\$8.00
7. For each repair or alteration of a drainage or vent piping, each fixture	\$8.00
8. For each lawn sprinkler system on any one meter including back flow protection devices thereof	\$8.00
9. For atmospheric-type vacuum breakers not included in item 12:	
1 to 5	\$6.00
over 5, each	\$1.00
10. For each backflow protective device other than atmospheric type vacuum breakers:	
2 inch (51 mm) diameter and smaller	\$17.00
over 2 inch (51 mm) diameter	\$44.00
11. For initial installation and testing for a reclaimed water system	\$33.00
12. For each annual cross-connection testing of a reclaimed water system (excluding	\$33.00
13. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	\$55.00
14. For each additional medical gas inlet(s)/outlet(s)	\$6.00
15. Spa & Hot Tubs	Fixtures count + \$84.00/hr plan review
16. Swimming Pool	Fixtures count + \$84.00/hr plan review

### Other Inspections and Fees:

1. Inspections outside of normal business hours	\$84.00 *
2. Re-inspection fee	\$84.00 *
3. Inspections for which no fee is specifically indicated	\$84.00 *
4. Additional plan review required by changes, additions or revisions to approved plans (min. charge one-half hour)	\$84.00 *

\*Building Official Contract fee + 20%

## MECHANICAL PERMIT FEES

### Permit Issuance and Heaters:

1. For issuing each permit	\$26.00
2. For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized	\$8.00

### Unit Fee Schedule (Note: the following do not include permit-issuing fee):

#### 1. Furnaces

For the installation or relocation of forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance up to and including 100,000 btu/h (29.3kW)	\$16.00
For the installation or relocation of forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3kW)	\$20.00
For the installation or relocation of each floor furnace, including vent	\$16.00
For the installation or relocation of each suspended heater, recessed wall heater or floor mounted unit heater	\$16.00

#### 2. Appliance Vents

For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$8.00
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#### 3. Repairs or Additions

For the repair of, the alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$15.00
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#### 4. Boilers, Compressors and Absorption Systems

For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6kW) or each absorption system to and including 1,000,000 BTU/h	\$16.00
For the installation or relocation of each boiler or compressor over 3 horsepower (10.6kW) to and including 15 horsepower (52.7kW) to and including 30 horsepower (105.5kW) or each absorption system over 500,000btu/h (146.6kW) to and including 1,000,000 Btu/h (293.1kW)	\$41.00
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5kW) to and including 50 horsepower (176kW) or each absorption system over 1,000,000btu/h (293.1kW) to and including 1,750,000 Btu/h (512.9kW)	\$61.00
For the installation or relocation of each boiler or compressor over 50 horsepower (176kW), or each absorption system over 1,750,000 Btu/h (512.9kW)	\$102.00

#### 5. Air Handlers

For each air handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto (Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance cooling system, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code)	\$12.00
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For each air-handling unit over 10,000 cfm (4719 L/s)	\$20.00
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**6. Evaporative Cooler**

For each evaporative cooler other than a portable type	\$12.00
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**7. Ventilation and Exhaust**

For each ventilation fan connected to a single duct	\$8.00
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For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$12.00
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For the installation of each hood which is served by a mechanical exhaust, including the ducts for each hood	\$12.00
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**8. Incinerators**

For the installation or relocation of each domestic-type incinerator	\$16.00
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For the installation or relocation of each commercial or industrial type incinerator	\$16.00
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**9. Gas Piping**

Gas piping systems 1-5 outlets	\$15.00
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For each additional gas outlet over 5	\$2.00
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**10. Miscellaneous**

For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories or for which no other fee is listed in the table	\$12.00
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**Other Inspections and Fees:**

1. Inspections outside of normal business hours, per hour (min. charge 2 hours)	\$84.00 *
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2. Inspections for which no fee is specifically indicated, per hour (min. charge one-half hour)	\$84.00 *
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3. Revisions to plans or to plans for which an initial review has been completed (min. charge one-half hour)	\$84.00 *
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\*Building Official Contract fee + 20%

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>Ordinance No. 13-996, relating to the acceptance of donations, devisements or bequeathments as required by RCW 35.21.100.</b>	<b>Agenda Date: February 7, 2013</b>	
	<b>AB13-014</b>	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator –	
	City Attorney –Chris Bacha	<b>X</b>
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Natural Resources/Parks – Aaron Nix	
	Economic Devel. – Andy Williamson	
Cost Impact: Cost of publication	Police – Jamey Kiblinger	
Fund Source: General Fund	Court – Stephanie Metcalf	
Timeline :Effective 5 days after publication	Comm. Dev. – Steve Pilcher	
<b>Attachments: Proposed Ordinance No. 13-996, RCW 35.21.100</b>		
<p><b>SUMMARY STATEMENT:</b></p> <p>This Ordinance is provided in an effort to streamline future acceptance of donations, devisements or bequeathments, hereinafter known as “gifts” and to bring gift acceptance into conformance with state law. Please refer to RCW 35.21.100, attached.</p> <p>Staff is concerned that events that have taken place in other communities across the country could occur here and have therefore included language allowing the Mayor to defer acceptance if an organization such as the KKK or one advocating the overthrow of our government offers a gift. This authority may be found in Section 3. Please note that a deferral by the Mayor is to be referred to the Council.</p> <p>Gifts of real property have additional significance in law and therefore staff is suggesting the acceptance of such a gift by the Council. This is proposed to be done by Resolution to be more efficient and to reduce costs.</p>		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<p><b>RECOMMENDED ACTION: MOTION to adopt Ordinance No. 13-996, relating to the acceptance of donations, devisements, or bequeathments as required RCW 35.21.100 and establishing an effective date.</b></p>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 7, 2013		

# CITY OF BLACK DIAMOND WASHINGTON

ORDINANCE NO. 13-996

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## AN ORDINANCE OF THE CITY OF BLACK DIAMOND, WASHINGTON, RELATING TO THE ACCEPTANCE OF DONATIONS, DEVISEMENTS OR BEQUEATHMENTS AS REQUIRED BY THE REVISED CODE OF WASHINGTON, 35.21.100 AND ESTABLISHING AN EFFECTIVE DATE

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WHEREAS, Washington state law as codified in 35.21.100, RCW, requires municipalities to accept donations, devisements or bequeathments under the authority of an ordinance; and

WHEREAS, the city council desires to make the city donation, deviselement or bequeathment process easy to access, efficient to manage and to provide for annual reporting;

NOW, THEREFORE, the City Council of the City of Black Diamond, Washington, do ordain as follows:

Section 1. New Section: Donations, devisements or bequeathments.

There shall be added to Title 3 of the Black Diamond Municipal Code a new chapter, Chapter 3.01, with the following title: Acceptance of Gifts

Section 2. New Section: There shall be established Section 3.01.010 which shall read as follows:

### 3.01.010 Definitions

- A. Donations, devisements or bequeathments shall be known hereinafter as “gifts.”
- B. As used in this Chapter “mayor” shall include any designee.

Section 3. New Section. There shall be established Section 3.01.030 which shall read as follows

3.01.020 Gifts, other than of real property.

- A. The mayor may accept on behalf of the city any lawful gift.
- B. The mayor may defer acceptance of any gift if there is a belief that the gift may lead to improper influence or undesired public policy statement. Upon such deferral, the matter shall be placed before the city council for disposition.
- C. The gift shall be recorded in city records, including any designated purpose. If no specific purpose is designated, it may be expended for any municipal purpose.

Section 4. New Section. There shall be established Section 3.01.030 which shall read as follows:

3.01.030 Gifts of real property

A gift of real property may be accepted by resolution of the city council, under the authority of this ordinance. Such gift shall be recorded in city records and with King County.

Section 5. New Section. There shall be established Section 3.01,040 which shall read as follows

3.01.040 Reporting

The Mayor shall provide for an annual report of all gifts to the City Council. Nothing in this section prohibits more frequent reporting.

Section 6. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect five days thereafter.

**ADOPTED** BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 17<sup>th</sup> DAY OF JANUARY, 2013.

CITY OF BLACK DIAMOND

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Rebecca Olness, Mayor

ATTEST/AUTHENTICATED:

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Brenda L. Martinez, City Clerk

Approved as to form:

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Chris D. Bacha,  
Kenyon Disend PLLC  
City Attorney

Filed with the City Clerk:  
Passed by the City Council:  
Ordinance No.  
Date of Publication:  
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## RCW 35.21.100

### Donations — Authority to accept and use.

Every city and town by ordinance may accept any money or property donated, devised, or bequeathed to it and carry out the terms of the donation, devise, or bequest, if within the powers granted by law. If no terms or conditions are attached to the donation, devise, or bequest, the city or town may expend or use it for any municipal purpose.

[1965 c 7 § [35.21.100](#). Prior: 1941 c 80 § 1; Rem. Supp. 1941 § 9213-8.]

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# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>Ordinance No. 13-997, updating the City's Flood Damage Prevention code.</b>	<b>Agenda Date: February 7, 2013</b>	
	<b>AB13-015</b>	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator –	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Public Works – Seth Boettcher	<b>X</b>
	Economic Devel. – Andy Williamson	
Cost Impact: None, fee supported admin.	Police – Jamey Kiblinger	
Fund Source: Storm water fund	Court – Stephanie Metcalf	
Timeline: as soon as possible	Comm. Dev. – Steve Pilcher	
<b>Attachments: Proposed Ordinance No. 13-997; flood plain maps</b>		
<p><b>SUMMARY STATEMENT:</b>            The City must update their flood damage prevention ordinance in order to stay eligible for the National Flood Insurance Program. The Federal Emergency Management Agency has provided the City with a model ordinance that meets all of the environmental requirements of other federal agencies.</p> <p>City staff has evaluated the flooding scenarios in the City of Black Diamond surrounding the mapped flood hazard areas and customized the model ordinance for the lowest flood insurance rates, ease of administration and compatibility with our sensitive area ordinance.</p> <p>The flood hazard areas that FEMA has mapped in the City of Black Diamond are entirely within wetland sensitive areas and therefore already are protected, but this ordinance has been updated to meet the NFIP requirements and address public projects, and reasonable use applications.</p>		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<p><b>RECOMMENDED ACTION: MOTION to adopt Ordinance No. 13-997, relating to Flood Damage Prevention as codified at BDMC Chapter 5.24; adopting a new Flood Damage Prevention Code to be codified at BDMC Chapter 5.24; providing for severability; and establishing an effective date.</b></p>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
1/17/13	Public Hearing	
1/17/13	First Reading	
2/7/13		

**ORDINANCE NO. 13-997**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, REPEALING ORDINANCE NO. 410, RELATING TO FLOOD DAMAGE PREVENTION, AS CODIFIED AT BDMC CHAPTER 5.24; ADOPTING A NEW FLOOD DAMAGE PREVENTION CODE TO BE CODIFIED AT BDMC CHAPTER 5.24; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, the City of Black Diamond entered the National Flood Insurance Program in 1976 and converted to a regular program on October 30, 1979; and

**WHEREAS**, the City of Black Diamond established a Flood Damage Prevention code by Ordinance 410 in 1989; and

**WHEREAS**, the Federal Emergency Management Agency is requiring that any participant in the National Flood Insurance Program update its ordinances to comply with new environmental protections including the Endangered Species Act; and

**WHEREAS**, the Federal Emergency Management Agency has reviewed the City's new proposed ordinance language and has found it to be in compliance with the Agency's requirements;

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

**Section 1. Repealer.** Black Diamond Ordinance No. 410, codified at Black Diamond Municipal Code Chapter 15.24, relating to Flood Damage Prevention, is hereby repealed in its entirety.

**Section 2. New BDMC Chapter 15.24, Adopted.** The City of Black Diamond hereby adopts a new Flood Damage Prevention Code, to be codified at Black Diamond Municipal Code Chapter 15.24, and to read as follows:

**SECTION 1.0 - STATUTORY AUTHORIZATION, FINDINGS OF FACT,  
PURPOSE, AND OBJECTIVES**

**1.1 STATUTORY AUTHORIZATION**

The Legislature of the State of Washington has delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

## **1.2 FINDINGS OF FACT**

- 1) The flood hazard areas of Black Diamond are subject to periodic inundation which results in flooded roads and yards. If development were to be allowed in these areas there would be the potential for loss of life and property, health, and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, adverse environmental impacts and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- 2) Flood losses are exacerbated by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities, and when inadequately designed may cause damage in other areas. Uses that are inadequately flood-proofed, elevated, or otherwise protected from flood damage also contribute to the flood loss.
- 3) The mapped flood hazard zones within the City of Black Diamond are entirely within protected wetlands.

## **1.3 STATEMENT OF PURPOSE**

It is the purpose of this ordinance to promote the public health, safety, and general welfare; reduce the annual cost of flood insurance; and minimize public and private losses due to flood conditions in specific areas by provisions designed:

- 1) To protect human life and health;
- 2) To minimize expenditure of public money and costly flood control projects;
- 3) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- 4) To minimize prolonged business interruptions;
- 5) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, and bridges located in areas of special flood hazard;
- 6) To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;

- 7) To ensure that potential buyers are notified that property is in an area of special flood hazard and;
- 8) To ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

#### **1.4 METHODS OF REDUCING FLOOD LOSSES**

In order to accomplish its purposes, this ordinance includes methods and provisions for:

- 1) Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- 2) Requiring that uses vulnerable to floods, including facilities which serve such uses, process permits through the variance procedure to show necessity and minimize the impact of development within the flood hazard zone and such uses designed to be protected against flood damage at the time of initial construction;
- 3) Controlling the alteration of natural flood plains, stream channels, and natural protective barriers, which help to accommodate or channel flood waters;
- 4) Controlling, filling, grading, dredging, and other development within the flood plain; and
- 5) Preventing or regulating the construction of flood barriers that unnaturally divert floodwaters or may increase flood hazards in other areas.

### **SECTION 2.0 – DEFINITIONS**

**APPEAL:** a request for a review of the interpretation of any provision of this ordinance or a request for a variance.

**AREA OF SHALLOW FLOODING:** designated as AO, or AH Zone on the Flood Insurance Rate Map (FIRM). AO zones have base flood depths that range from one to three feet above the natural ground; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and, velocity flow may be evident. AO is characterized as sheet flow; AH indicates ponding, and is shown with standard base flood elevations.

**AREA OF SPECIAL FLOOD HAZARD:** is the land in the flood plain within a

community subject to a one percent or greater chance of flooding in any given year. Designation on maps always includes the letters A or V.

**BASE FLOOD:** the flood having a 1% chance of being equaled or exceeded in any given year (also referred to as the “100-year flood”) as designated on Flood Insurance Rate Maps by the letters A or V.

**BASEMENT:** means any area of the building having its floor sub-grade (below ground level) on all sides.

**BREAKAWAY WALL:** means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

**CRITICAL FACILITY:** means a facility for which even a slight chance of flooding might be too great. Critical facilities include (but are not limited to) schools, nursing homes, hospitals, police, fire and emergency response installations, and installations which produce, use, or store hazardous materials or hazardous waste.

**DEVELOPMENT:** means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.

**INFRASTRUCTURE OF PUBLIC SIGNIFICANCE:** means a public improvement, roads, utilities, sidewalks, pedestrian paths, bridges or parks.**ELEVATION CERTIFICATE:** means the official form (FEMA Form 81-31) used to track development, provide elevation information necessary to ensure compliance with community floodplain management ordinances, and determine the proper insurance premium rate with Section B completed by Community Officials.

**ELEVATED BUILDING:** means, for insurance purposes, a non-basement building that has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.

**EXISTING MANUFACTURED HOME PARK OR SUBDIVISION:** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the adopted

floodplain management regulations.

**EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION:** means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

**FLOOD or FLOODING:** means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- 1) The overflow of inland or tidal waters; and/or
- 2) The unusual and rapid accumulation of runoff of surface waters from any source.

**FLOOD INSURANCE RATE MAP (FIRM):** means the official Flood Insurance Rate Map for King County and Incorporated Areas, dated May 16, 1995 and any official revisions thereto.

**FLOOD INSURANCE STUDY (FIS):** means the official Flood Insurance Study for King County and Incorporated Areas, dated April 19<sup>th</sup>, 2005, and any official revisions thereto.

**FLOODWAY:** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

**LOWEST FLOOR:** means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance found at Section 5.2-1(2), (i.e. provided there are adequate flood ventilation openings).

**MANUFACTURED HOME:** means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

**MANUFACTURED HOME PARK OR SUBDIVISION:** means a parcel (or contiguous parcels) of land divided into two or more manufactured home

lots for rent or sale.

**NEW CONSTRUCTION:** means structures for which the “start of construction” commenced on or after the effective date of this ordinance.

**NEW MANUFACTURED HOME PARK OR SUBDIVISION:** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of adopted floodplain management regulations.

**RECREATIONAL VEHICLE:** means a vehicle,

- 1) Built on a single chassis;
- 2) 400 square feet or less when measured at the largest horizontal projection;
- 3) Designed to be self-propelled or permanently towable by a light duty truck; and
- 4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**START OF CONSTRUCTION:** includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**STRUCTURE:** a walled and roofed building, including a gas or liquid

storage tank that is principally above ground.

**SUBSTANTIAL DAMAGE:** means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

**SUBSTANTIAL IMPROVEMENT:** means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either:

- 1) Before the improvement or repair is started; or
- 2) If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term can exclude:

- 1) Any project for improvement of a structure to correct pre-cited existing violations of state or local health, sanitary, or safety code specifications which have been previously identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- 2) Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

**VARIANCE:** means a grant of relief from the requirements of this ordinance that permits construction in a manner that would otherwise be prohibited by this ordinance.

**WATER DEPENDENT:** means a structure for commerce or industry that cannot exist in any other location and is dependent on the water by reason of the intrinsic nature of its operations.

## **SECTION 3.0 – GENERAL PROVISIONS**

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### **3.1 LANDS TO WHICH THIS ORDINANCE APPLIES**

This ordinance shall apply to all areas of special flood hazards within the jurisdiction of Black Diamond.

**3.2 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD**

The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled “The Flood Insurance Study for King County and Incorporated Cities” dated May 16, 1995 and 2005, and any revisions thereto, with an accompanying Flood Insurance Rate Map (FIRM), and any revisions thereto, are hereby adopted by reference and declared to be a part of this ordinance. The Flood Insurance Study and the FIRM are on file at the City of Black Diamond. The best available information for flood hazard area identification as outlined in Section 4.3-2 shall be the basis for regulation until a new FIRM is issued that incorporates data utilized under Section 4.3-2.

**3.3 ABROGATION AND GREATER RESTRICTIONS**

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

**3.4 INTERPRETATION**

In the interpretation and application of this ordinance, all provisions shall be:

- 1) Considered as minimum requirements;
- 2) Liberally construed in favor of the governing body; and,
- 3) Deemed neither to limit nor repeal any other powers granted under State statutes.

**3.5 WARNING AND DISCLAIMER OF LIABILITY**

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Black Diamond, any officer or employee thereof, or the Federal Insurance Administration, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully

made hereunder.

## **SECTION 4.0 – ADMINISTRATION**

### **4.1 ESTABLISHMENT OF DEVELOPMENT PERMIT**

#### **4.1-1 ACTIVITIES AND PERMITTED USES**

- 1) Infrastructure of public significance is an allowed use within a flood hazard zone as long as the design of the feature or the activity meets the requirements of section 5.0.
- 2) Development and Structures as set forth in the Definitions are only allowed within the flood hazard zone by variance only.

#### **4.1-1 DEVELOPMENT PERMIT REQUIRED**

A development permit shall be obtained before construction or development begins within any area of special flood hazard established in Section 3.2. The permit shall be for Infrastructure of Public Significance or activities, structures, or uses approved by variance as set forth in the “Definitions.”

#### **4.1-2 APPLICATION FOR DEVELOPMENT PERMIT**

Application for a development permit shall be made on forms furnished by the City of Black Diamond and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

- 1) Elevation in relation to mean sea level of the lowest floor (including basement) of all structures recorded on a current elevation certificate (FF 81-31) with Section B completed by the local official;
- 2) Elevation in relation to mean sea level to which any structure has been flood-proofed;
- 3) Certification by a registered professional engineer or architect that the flood-proofing methods for any nonresidential structure meet flood-proofing criteria in Section 5.2-2; and
- 4) Description of the extent to which a watercourse will be altered or relocated as a result of proposed development.

### **4.2 DESIGNATION OF THE LOCAL ADMINISTRATOR**

The Public Works Director is hereby appointed to administer and implement this ordinance by granting or denying development permit applications in accordance with its provisions.

**4.3 DUTIES & RESPONSIBILITIES OF THE LOCAL ADMINISTRATOR**

Duties of the Public Works Director shall include, but not be limited to:

**4.3-1 PERMIT REVIEW**

- 1) Review all development permits to determine that the permit requirements of this ordinance have been satisfied.
- 2) Review all development permits to determine that all necessary permits have been obtained from those Federal, State, or local governmental agencies from which prior approval is required.
- 3) Review all development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of Section 5.4(1) are met.

**4.3-2 USE OF OTHER BASE FLOOD DATA (IN A AND V ZONES)**

When base flood elevation data has not been provided (in A or V Zones) in accordance with Section 3.2, BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD, the Public Works Director shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other source, in order to administer Sections 5.2, SPECIFIC STANDARDS, and 5.4, *FLOODWAYS*.

**4.3-3 INFORMATION TO BE OBTAINED AND MAINTAINED**

- 1) Where base flood elevation data is provided through the Flood Insurance Study, FIRM, or required as in Section 4.3-2, obtain and record the actual (as-built) elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, whether or not the structure contains a basement and record the information on a current elevation certificate (FF 81-31) with Section B completed by the local official.
- 2) For all new or substantially improved flood-proofed nonresidential structures where base flood elevation data is

provided through the FIS, FIRM, or as required in Section 4.3-2:

- i) Obtain and record the elevation (in relation to mean sea level) to which the structure was flood-proofed; and
  - ii) Maintain the flood-proofing certifications required in Section 4.1-2(3).
- 3) Maintain for public inspection all records pertaining to the provisions of this ordinance.

#### **4.3-4 ALTERATION OF WATERCOURSES**

- 1) Notify adjacent communities and the Department of Ecology prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration.
- 2) Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.

#### **4.3-5 INTERPRETATION OF FIRM BOUNDARIES**

The Public Works Director may make interpretations where needed, as to exact location of the boundaries of the areas of special flood hazards (e.g. where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation. Such appeals shall be granted consistent with the standards of Section 60.6 of the Rules and Regulations of the National Flood Insurance Program (44 CFR 59-76).

#### **4.4 CONDITIONS FOR VARIANCES**

- 1) Generally, the only condition under which a variance from the elevation standard may be issued is for new construction and substantial improvements to be erected on a small or irregularly shaped lot contiguous to and surrounded by lots with existing structures constructed below the base flood level. As the lot size increases the technical justification required for issuing the variance increases.
- 2) Variances shall not be issued within a designated floodway if any increase in flood levels during the base flood

discharge would result.

- 3) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- 4) Variances shall only be issued upon:
  - i) A showing of good and sufficient cause; Proposals that are not being considered as part of a reasonable use application under the City's Sensitive Areas Ordinance will not be considered as showing good and sufficient cause;
  - ii) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
  - iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- 5) Variances as interpreted in the National Flood Insurance Program are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, variances from flood elevations should be quite rare.
- 6) Variances may be issued for nonresidential buildings in very limited circumstances to allow a lesser degree of flood-proofing than watertight or dry flood-proofing, where it can be determined that such action will have low damage potential, complies with all other variance criteria except 4.4(1), and otherwise complies with Sections 5.1-1, 5.1-3, and 5.1-4 of the GENERAL STANDARDS.
- 7) Any applicant to whom a variance is granted shall meet all of the provisions of Section 5.0.

## **SECTION 5.0 – PROVISIONS FOR FLOOD HAZARD REDUCTION**

### **5.1 GENERAL STANDARDS**

In all areas of special flood hazards, the following standards are required:

**5.1-1 ANCHORING**

- 1) All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.
- 2) All manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors.

**5.1-2 CONSTRUCTION MATERIALS AND METHODS**

- 1) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- 2) All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
- 3) Electrical, heating, ventilation, plumbing, air-conditioning equipment, and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

**5.1-3 UTILITIES**

- 1) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems.
- 2) Water wells shall be located on high ground that is not in the floodway.
- 3) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- 4) Onsite waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

**5.1-4 SUBDIVISION PROPOSALS**

- 1) All subdivision proposals shall be consistent with the need

to minimize flood damage.

- 2) All subdivision proposals shall have public utilities and facilities, such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage.
- 3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage.
- 4) Where base flood elevation data has not been provided or is not available from another authoritative source, it shall be generated for subdivision proposals and other proposed developments which contain at least 50 lots or 5 acres (whichever is less).

#### **5.1-5 REVIEW OF BUILDING PERMITS**

Where elevation data is not available either through the Flood Insurance Study, FIRM, or from another authoritative source (Section 4.3-2), applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc., where available. Failure to elevate at least two feet above the highest adjacent grade in these zones may result in higher insurance rates.

### **5.2 SPECIFIC STANDARDS**

#### **5.2-1 RESIDENTIAL CONSTRUCTION**

- 1) New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated three feet or more above the base flood elevation(BFE).
- 2) Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:
  - i) A minimum of two openings having a total net area of not less than one square inch for every square foot of

enclosed area subject to flooding shall be provided.

- ii) The bottom of all openings shall be no higher than one foot above grade.
- iii) Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

#### **5.2-2 NONRESIDENTIAL CONSTRUCTION**

New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated three feet or more above the base flood elevation; or, together with attendant utility and sanitary facilities, shall:

- 1) Be flood-proofed so that below one foot or more above the base flood level the structure is watertight with walls substantially impermeable to the passage of water;
- 2) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
- 3) Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the official as set forth in Section 4.3-3(2); and
- 4) Nonresidential structures that are elevated, not flood-proofed, must meet the same standards for space below the lowest floor as described in 5.2-1(2).

#### **5.2-3 MANUFACTURED HOMES**

- 1) All manufactured homes in the floodplain to be placed or substantially improved on sites shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated three foot or more above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

#### **5.2-4 RECREATIONAL VEHICLES**

Recreational vehicles placed on sites are required to either:

- 1) Be on the site only during the months between June 1<sup>st</sup> and Sept 31<sup>st</sup>: or
- 2) Be fully licensed and ready for highway use, on wheels or jacking systems, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or
- 3) Meet the requirements of 5.2-3 above and the elevation and anchoring requirements for manufactured homes.

### **5.3 AE AND A1-30 ZONES WITH BASE FLOOD ELEVATIONS BUT NO FLOODWAYS**

In areas with base flood elevations (but a regulatory floodway has not been designated), no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

### **5.4 FLOODWAYS**

Located within areas of special flood hazard established in Section 3.2 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that can carry debris, and increase erosion potential, the following provisions apply:

- 1) Encroachments, including fill, new construction, substantial improvements, and other development are prohibited unless certification by a registered professional engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels during the occurrence of the base flood discharge;
- 2) Construction or reconstruction of residential structures is prohibited within designated floodways, except for (i) repairs, reconstruction, or improvements to a structure which do not increase the ground floor area; and (ii) repairs, reconstruction or improvements to a structure, the cost of which does not exceed 50 percent of the market value of the structure either, (A) before the repair, or

reconstruction is started, or (B) if the structure has been damaged, and is being restored, before the damage occurred. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or to structures identified as historic places, may be excluded in the 50 percent; and

- 3) If Section 5.4(1) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Section 5.0, PROVISIONS FOR FLOOD HAZARD REDUCTION.

### **5.5 CRITICAL FACILITY**

Construction of new critical facilities shall be located outside the limits of the Special Flood Hazard Area (SFHA) (100-year floodplain).

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

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

Introduced on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Passed by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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Mayor Rebecca Olness

ATTEST:

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Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Chris Bacha, City Attorney

Published: \_\_\_\_\_

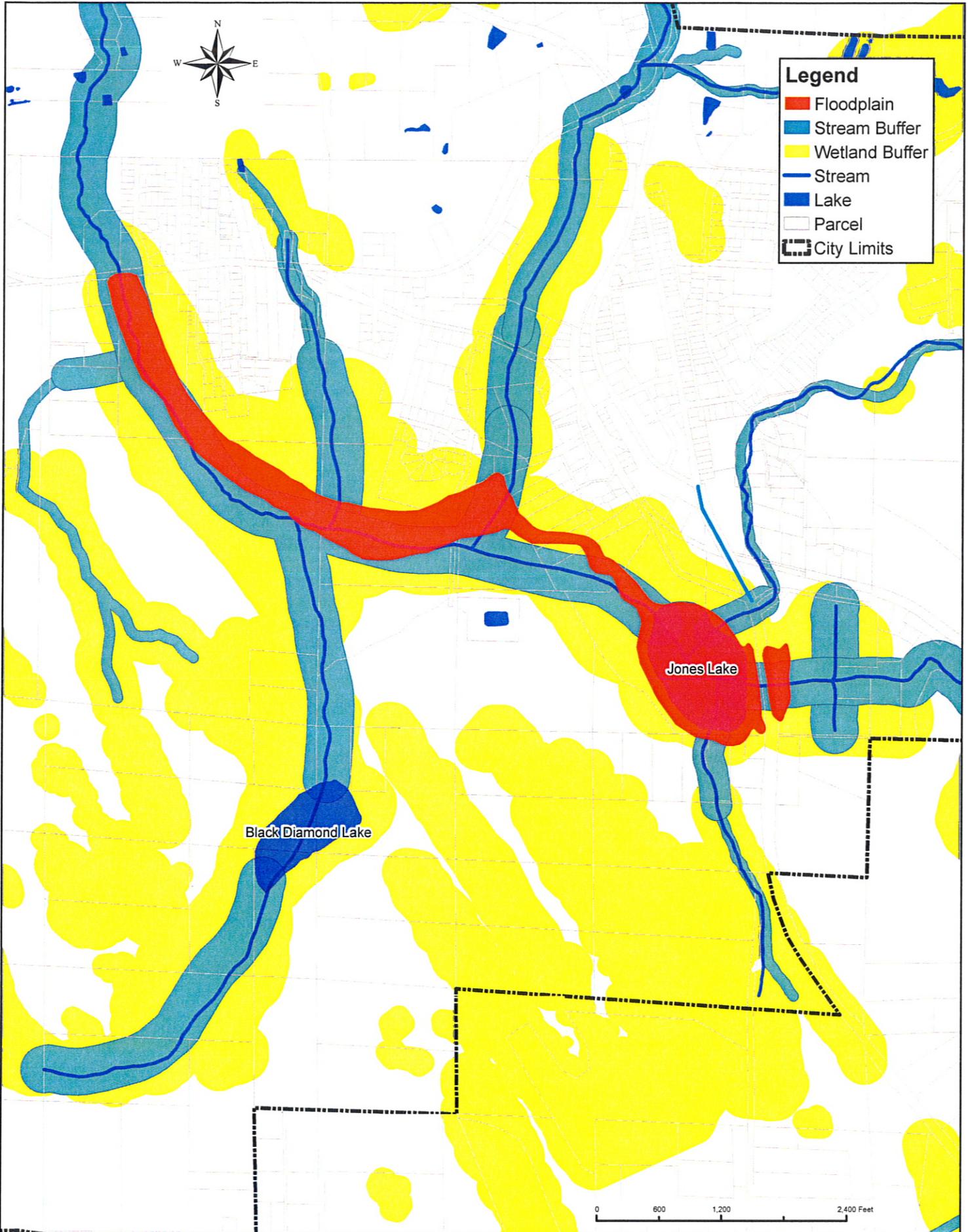
Posted: \_\_\_\_\_

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









Drawn and Approved By: SH/SB

Date: Jan. 9, 2013

# Floodplain, Wetlands & Buffers