



**CITY OF BLACK DIAMOND**  
**July 10, 2008 Special 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 253-631-0351. Thank you for attending this evening.

**PUBLIC HEARINGS: None**

**APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:**

**Police Presentation**

Chief Kiblinger

**UNFINISHED BUSINESS: None**

**NEW BUSINESS:**

- |   |                |
|---|----------------|
| 1.) AB08-070 – Resolution Adopting 2008 General Fee Schedule                          | Mr. Pilcher    |
| 2.) AB08-071 – Resolution Authorizing Software Purchase from Bitco Software           | Mr. Pilcher    |
| 3.) AB08-072 – Resolution Authorizing Generator Purchase                              | Mr. Williamson |
| 4.) AB08-073 – Resolution Authorizing Amendment #1 to O'Bryon & Associates Contract   | Mr. Williamson |
| 5.) AB08-074 – Resolution Accepting Park Funds from King County                       | Mr. Nix        |
| 6.) AB08-075 – Resolution Authorizing Contract with Microflex for Sales Tax Reporting | Ms. Miller     |

**DEPARTMENT REPORTS:**

**MAYOR'S REPORT:**

**COUNCIL REPORTS:**

**ATTORNEY REPORT:**

**PUBLIC COMMENTS:**

**CONSENT AGENDA:**

- 7.) **Minutes** – Council Meeting of May 15, 2008 and Workstudy of May 15, 2008
- 8.) **Claim Checks** – July 3, 2008, No. 31859, 31861 through 31868 and 31871 through 31896 and 31900 through 31903 and 31905 through 31931 (voided checks 31860, 61897, 31898, 31899, 31904) through in the amount of \$94,762.54

**EXECUTIVE SESSION:** Pending Litigation

**ADJOURNMENT:**





**CITY OF BLACK DIAMOND**  
**July 10, 2008 Workstudy Agenda**  
25510 Lawson St., Black Diamond, Washington

**6:00 P.M. – CALL TO ORDER**

**1.) Discussion on Transportation Level of Service (LOS)**      Mr. Pilcher, Mr. Boettcher and Mr. Davies

**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. 08-523, adopting a current fee schedule to include a \$1,500 fee for a Binding Site Plan Land Use Application</b>	<b>Agenda Date: July 10, 2008</b>		<b>AB08-070</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: N/A	Community Devel. – Steve Pilcher		<b>X</b>
Fund Source: N/A	Community Devel. – Steve Munson	<b>X</b>	
Timeline: <b>Effective July 10, 2008</b>			
<b>Attachments: Resolution No. 08-523, Revised Fee Schedule</b>			
<b>SUMMARY STATEMENT:</b>  <p>This Resolution adopts a current City of Black Diamond 2008 Fee Schedule effective July 10, 2008. This is being done to establish a fee for the Binding Site Plan Land Use Application and process created and authorized by the adoption of Ordinance No. 08-858. Community Development staff advises that this fee be set at \$1,500 per application. It is further recommended that this and selected other land use fees be reviewed later this year for possible applicable deposit fees in addition to the basic application fee.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION: N/A</b>			
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 08-523, adopting a general fee schedule for the City.</b>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
July 10, 2008			



RESOLUTION NO. 08-523

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON,  
ADOPTING A GENERAL SERVICES FEE SCHEDULE AND  
INCLUDING A PORTION OF TITLE 27, KING COUNTY  
DEVELOPMENT PERMIT FEES FOR CLEARING AND  
GRADING APPLICATIONS**

**WHEREAS**, the City charges for certain services provided by the City; and

**WHEREAS**, the Fee Schedule authorized in Black Diamond Municipal Code Section 2.62.010 requires amendment from time to time in order to reflect the reasonable costs for said services; and

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

**Section 1.** The Fee Schedule attached hereto as Exhibit "A" and by reference incorporated herein is hereby adopted to reflect the new fee established for the Binding Site Plan.

**Section 2.** The City hereby adopts those portions of Title 27, King County Development Permit Fees relating to fees for clearing and grading applications. A copy of Title 27 is attached hereto as Exhibit "B", a copy of which has been on file at the City during the time that the Council has considered adoption of this Resolution.

**Section 3.** The Staff is directed to charge said fees for the services listed in the Fee Schedule.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 10TH DAY OF JULY,  
2008.**

CITY OF BLACK DIAMOND:

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Howard Botts, Mayor

Attest:

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Brenda L. Streepy, City Clerk



**2008 FEE SCHEDULE**  
**Revised 7/10/08**

<b>POLICE</b>	<b>DESCRIPTION</b>	<b>FEE</b>
Animal License		By King County Ordinance
Fingerprinting	Non-Resident	\$15.00
Fingerprinting	Resident	\$10.00
Fingerprinting (FBI Fee)	For original permits only	\$19.25
Electronic Monitoring	Per Day, payable in advance	\$17.00
Hook Up Fee	One Time Charge	Current IRS Rate
	within 20 mile radius	\$25.00
Deposit		\$350.00
Hook Up Fee	One Time Charge	Current IRS Rate
	outside 20 mile radius	
Concealed Weapons Permit	See Fingerprint fees above	
Original	Original Permit, see above	\$55.25
Renewal	Valid Permit Renewal	\$32.00
Late	Within 90 days after expiration	\$42.00
Replacement		\$10.00
Process Service		\$25.00
Mileage for process service	\$0.505/Per Mile as of 01/01/08	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 request on Muni Court cases	
	others:	\$0.25
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	\$0.25 per page
Photographs		
Copies	each	\$0.25
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



**2008 FEE SCHEDULE**  
**Revised 7/10/08**

<b>STREETS</b>	<b>DESCRIPTION</b>	<b>FEE</b>
<b>FRANCHISE</b>		
Right of Way Use Permit	Incl. 2 Inspect. & 1/2 hr. City Review	\$250.00
Franchise Extra Inspection	1 hour minimum	\$95.00/hour
Franchise Extra City Staff Review	1 hour minimum	\$50.00/hour
Street Cleaning		Cost, plus 20%
Fines - ROW Use Permits	Failure to Call for Inspection	\$1,000.00
<b>NON-FRANCHISE</b>		
Right of Way Use Permit	Incl. permit, inspect., review	\$500.00
Street Cleaning		Cost, plus 20%
Fines - ROW Use Permits	Failure to Call for Inspection	\$1,000.00
Public Works Variance	Application and Review Fee	\$1,000.00
	Professional Services	Actual costs + 20%
Street Signs Charge	Sign Purchase	Actual costs plus 20%
	Installation	Hourly Rates
Street, Alley, City Property	Application Fees	\$750.00
Vacations	Deposit	\$1,000.00
Unauthorized connection	No meter present or bypassing	\$1,200.00
Meter Testing charge		Costs plus actual staff time
Customer Requested Turn Off	After Business Hours	2 Hour Minimum
<b>WATER SERVICE CHARGES</b>		
<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 20%
Irrigation 5/8" meter	City Installed	\$500.00
Installation of water service charges	Homeowner incurs <b>ALL</b> costs, plus deposit	Deposit \$1,000.00
	Per BDMC 13.04.050	
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
Capital Surcharge	Per month, per unit	\$2.30
Lien Release		\$120.00
Meter Rental/water purchase	Collect Deposit, Connection Fee, Rental Rate	Deposit \$1,000.00
	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





**2008 FEE SCHEDULE**  
Revised 7/10/08

Water Investigation Certificates		
	Residential	\$100.00
	Multi Family, Commercial	\$200.00
	Industrial, Public Use	\$200.00
Hydraulic Model for Water System	Deposit	\$500.00
Non Account Water Purchase		Double out of city rates
Water Equipment and Parts		Actual Cost plus 20%
<b>VARIOUS SEWER CHARGES</b>		
Connection Fee		Per BDMC 13.20.080
Sewer Investigation Certificates		
	Residential	\$100.00
	Multi-Family, Commercial, Industrial, Public Use	\$200.00
Engineered Hydraulic Flows to Sewer System	Deposit	\$1,000.00
Side Sewer Re-inspection Fees		Hourly rate, 30 min. minimum
<b>ALL UTILITY EMERGENCY CALL OUT CHARGES</b>		
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 per hour
	City Backhoe	\$75.00 per hour
	Miscellaneous Utility Equipment	\$25.00 per hour
	Parts	Cost plus 20%
<b>CEMETERY</b>	<b>DESCRIPTION</b>	<b>FEE</b>
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	11 a.m. to 1 p.m.	\$1,000.00
Saturday Service - Cremation	11 a.m. to 1 p.m.	\$250.00
Liner		Actual Cost plus 20%
Liner Setting Fee		\$250.00
Vault		Actual Cost plus 20%



**2008 FEE SCHEDULE**  
Revised 7/10/08

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 \$5,000.00
		or Actual Contract Cost
<b>PLANNING, LAND USE</b>	<b>DESCRIPTION</b>	<b>FEE</b>
Preliminary Long Plat Review	Permit Fee	\$2,000.00
	Per Lot Charge	\$100.00
	Deposit	10,000.00
<i>Binding Site Plan</i>	<i>Permit Fee</i>	<i>1,500.00</i>
Final Long Plat	Permit Fee	\$1,500.00
Five Lots plus	Per Lot Charge	\$100.00
	Deposit	\$7,500.00
Short Plat	Permit Fee	\$750.00
Four Lots or less	Per Lot Charge	\$100.00
	Deposit	\$1,500.00
Long Plat Extensions	1 Year Extensions	\$1,000.00
	Deposit	\$1,500.00
Lot Line Adjustments	Residential	\$300.00
	Others	\$600.00
	Deposit	\$1,000.00
Mobile Home Park Application	Permit Fee	\$5,000.00
	Per Lot Charge	\$50.00
	Deposit	\$2,500.00
Master Plan Application	Permit Fee	\$7,500.00
	Per Lot Charge	\$60.00
	Deposit	Determined by City Administrator
Annexation	Deposit	\$10,000.00
Annexation Filing Fee	Less than 50% developed	\$1,000.00
	More Than 50% developed	None
Conditional Use/Special Use Permit	Permit Fee	\$800.00
	Deposit	\$1,000.00
Accessory Dwelling Unit	Permit Fee	\$500.00
	Deposit	\$1,000.00
Variance	Single Family	\$300.00
	Others	\$600.00
	Deposit	\$1,000.00
Plat Inspections	Construction	Actual Staff Hours
	Deposit	\$5,000.00
Shoreline Exemption Determination	Permit Fee	\$100.00
Shorelines Substantial	Permit Fee	\$500.00



**2008 FEE SCHEDULE**  
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	Deposit	\$1,000.00
Shorelines Variance	Permit Fee	\$500.00
	Deposit	\$1,000.00
Shorelines Conditional Use	Permit Fee	\$500.00
	Deposit	\$1,000.00
Site Plan Review	Residential	\$1,000.00
	Deposit	\$2,000.00
	Commercial	\$1,500.00
	Deposit	\$3,500.00
Comprehensive Plan Amendment Request	Fee	\$1,000.00
	Deposit	\$3,500.00
Rezone Application	Permit Fee	\$1,200.00
	Deposit	\$3,500.00
Temporary Watchmans Quarters	1st Six Months	\$275.00
	Seven to Twelve Months	\$525.00
	Thirteen to Eighteen Months	\$1,050.00
	Doubling in succeeding 6 month	\$2,100.00 and up
SEPA Checklist	Checklist w/planning permit	\$400.00
	Checklist w/o planning permit	\$500.00
	Deposit	\$1,000.00
SEPA Appeals		\$300.00
Appeal on Land Use	Appeal Fee	\$500.00
Environmental Impact Statem.	City Review Time Charged	Consultant + 20%
	Deposit	\$75,000.00
Temporary Use Permit	Residential-Permit for first 6 months	\$150.00
	1 six month extention (not to exceed 12 total months)	\$240.00
	All Others-Permit for first 6 months	\$300.00
	1 six month extention (not to exceed 12 total months)	\$400.00
TDR Application		\$250.00
Each TDR Development Credit		\$50.00
U.L.I.D. or L.I.D.	City Costs	Actual costs plus 20%
Mobile Homes Landing	Landing Permit	Refer to 18.56.030d in Muni code
Livability Inspection	Deposit	\$100.00
	First Hour on site	\$50.00
	Each Hour Thereafter	\$30.00



**2008 FEE SCHEDULE**  
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<b>CITY STAFF FEES</b>	<b>DESCRIPTION</b>	<b>FEE PER HOUR</b>
City Administrator	Per Hour	\$75.00
City Clerk	Per Hour	\$60.00
Finance Director	Per Hour	\$60.00
Community Devel. Director	Per Hour	\$60.00
Economic Devel. Director	Per Hour	\$60.00
Building Official-Compliance	Per Hour	Per Contract + 20%
Public Works Representative	Per Hour	\$50.00
Construction Inspection	Per Hour	\$95.00
Police Chief	Per Hour	\$75.00
Police Officer w/vehicle	Per Hour	\$75.00
Police Officer w/o vehicle	Per Hour	\$55.00
City Planner	Per Hour	\$45.00
Clerical Staff	Per Hour	\$25.00
City Engineer		Per Contract + 20%
City Attorney		Per Contract + 20%
Landscape Architect		Per Contract + 20%
Consultant Planner		Per Contract + 20%
Other Consult. or Contractors		Per Contract + 20%
Contract Administration		Per Contract + 20%
Hearing Examiner		Per Contract + 20%

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 required to be paid in addition to the Permit Fees at the time of application.

The deposit is used to cover actual staff cost, engineering, and /or other professional consultant costs plus 20%

Deposits and costs will be tracked on a monthly basis. If the costs exceed 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.

<b>BUILDING DEPARTMENT</b>	<b>DESCRIPTION</b>	<b>FEE</b>
Building Permits		\$ Based on Currently Adopted
Plan Check Fees		Uniform Building Code, Uniform
Plumbing & Mechanical Fees		Plumbing Code and
Others		Uniform Mechanical Code
		and Uniform Fire Code
<b>BUILDING APPLICATION FEES</b>		
New Single Family Res. Review	Deposit	\$400.00
Building- addition, repair, alteration	including decks & out-bldgs	\$120.00
Demo - SFR, out-building etc.		Permit Fee 120.00 + 1,000.00 Dep.
Relocation Permit	incl mfg home	\$200.00
Fire Sprinkler/Alarm System		\$120.00
Driveway (stand alone)	expansion & new	\$200.00
Spa & Hot Tubs		\$60.00
Swimming Pool		\$250.00
Commercial Bldg.	Deposit	Plan Check Fee





**2008 FEE SCHEDULE**  
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Residential LPG Tanks	Base Fee	\$120.00
	Tank Under 125 gallons, add.	\$45.00
	126 to 500 gallons, additional	\$70.00
	501 gallons and up, additional	\$95.00
	Each 500 gallons additional	\$120.00
<b>BUSINESS LICENSE</b>		
Empolyess 0-50		Initial Fee \$70 Renewal \$60
Employees 51-100		Initial Fee \$130 Renewal \$120
Employees 101 or more		Initial Fee \$210 Renewal \$200
Duplicate Business License		\$10.00
Penalty, Late Payment	1- 30 Days	\$10.00
	31-60 Days	\$20.00
	61-90 Days	\$30.00
<b>SPECIAL LICENSES</b>		
Carnivals, circus and shows	Per Event	\$50.00
Cabaret	Per Event	\$75.00
	Per Year	\$150.00
Solicitors and Mobile Vendors	Per Day	\$15.00
	Per Month	\$50.00
	Per Year	\$150.00
Amusement Devices	Per Machine, per year	\$25.00
Adult Entertainment License	Per Establishment	\$1,000.00
	Operator License	\$100.00
	Employees License	\$50.00
Pawnbrokers	Yearly License	\$100.00
Firearms Dealers License	Federal Firearms License, yearly	\$250.00
Outdoor Advertising		See Sign Ordinance
Temp. Fireworks Stand	Permit	\$100.00
	Removal Bond	\$750.00
<b>MISC. FEES/PLAN COPIES</b>		
Photocopying	Per Page	\$0.25
Duplication Audio TapesCD's	Per TapeCD	\$10.00
Notary Public Work		\$10.00
Return Check Fee		\$35.00
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



**2008 FEE SCHEDULE**  
Revised 7/10/08

Black Diamond Zoning Map		\$10.00
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+Guidlines		\$50.00
- Each Section		\$10.00
<b>TYPE OF SIGN</b>	<b>DESCRIPTION</b>	<b>FEE</b>
Wall Sign, non electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$100.00, \$150.00, \$200.00
Wall Sign, electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$120.00, \$170.00, \$220.00
Ground, nonelectric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$140.00, \$190.00, \$240.00
Ground, electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$160.00, \$210.00, \$260.00
All signs less than 25 sq feet		\$90.00
Change of sign, all sizes		\$90.00
Variance application		Per Fee Schedule
Sign Permit Review	Per Hour	\$47.00
<b>CLEARING AND GRADING</b>	<b>DESCRIPTION</b>	<b>FEE</b>
Clearing and Grading Fees	Per King County Chapter 27	King County Fees + 20% or
	Clearing and Grading Fees	Professional Service Fees + 20%



Title 27  
DEVELOPMENT PERMIT FEES

Chapters:

- 27.02 Purpose - General Provisions
- 27.04 Definitions
- 27.06 Preapplication and Counter Service Fees
- 27.10 Fees
- 27.36 Zoning and Land Use Permit
- 27.44 School Impact Fees
- 27.46 Urban Plan Development Permit Fees

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Chapter 27.02  
PURPOSE - GENERAL PROVISIONS

## Sections:

27.02.010	Purpose.
27.02.015	Relationship to Comprehensive Plan and Growth Management Act.
27.02.020	General provisions.
27.02.025	Rules.
27.02.030	Late penalty.
27.02.040	Fee waivers.
27.02.050	Fee assessment.
27.02.060	Refunds.
27.02.067	Fee increases.
27.02.070	Code enforcement fees.
27.02.080	Financial guarantees fee.
27.02.085	Drainage defect and maintenance financial guarantee program fees.
27.02.090	Expedited review fees.
27.02.100	General service fee.
27.02.110	Contract fees.
27.02.130	Educational services fees.
27.02.140	Work without a permit - investigation fee.
27.02.150	Plan revision fees.
27.02.160	Nonpermit-related fees - late penalties – insufficient funds charge — addressing charge.
27.02.190	Hourly fees.
27.02.200	Fees due.
27.02.210	Deposits.
27.02.220	Disaster response expenditures.

*Fee increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067*

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**27.02.010 Purpose.** The purpose of this title is: to prescribe equitable fees and fee collection for all development and environmental review services provided by the department of development and environment services; and to prescribe school impact fees to cover the proportionate share of the cost of new school facilities needed to serve new growth and development. (Ord. 13332 § 55, 1998: Ord. 10662 § 42, 1992).

**27.02.015 Relationship to Comprehensive Plan and Growth Management Act.** This title of the King County Code is hereby enacted to be consistent and implement the comprehensive plan in accordance with RCW 36.70A. (Ord. 11623 § 1, 1994).

**27.02.020 General provisions.** This chapter deals with provisions general to the administration of this title and includes late penalties, fee waivers, fee assessments, refunds, code enforcement fee, overtime fees, general research, and financial guarantees. (Ord. 11141 § 37, 1993: Ord. 10662 § 43, 1992).

**27.02.025 Rules.** The department may adopt rules pursuant to K.C.C. chapter 2.98 to implement the provisions of this title. (Ord. 14683 § 4, 2003).

**27.02.030 Late penalty.** All invoiced fees shall be due and payable on or before the thirtieth day after receipt of an invoice. A late penalty payment equal to one and one-half percent of the delinquent unpaid balance, compounded monthly, shall be assessed on the delinquent unpaid balance. (Ord. 10662 § 44, 1992).

**27.02.040 Fee waivers.** The director shall have the discretion to waive all or a portion of the development review fees administered by the department and required pursuant to this title, provided, the waiver is warranted in the director's judgment. Any fee waiver shall be in writing and shall state a compelling need or public purpose to be served by the waiver. (Ord. 13332 § 56, 1998: Ord. 11141 § 38, 1993: Ord. 10662 § 45, 1992).

**27.02.050 Fee assessment.** Unless otherwise required by this title, development permit and environmental review fees shall be assessed at the fee rate in effect at the time the fee is collected. (Ord. 10662 § 46, 1992).

**27.02.060 Refunds.** Counter service and administrative fees are not refundable. Other service fees are refundable in proportion to the amount of work performed as of the date of application withdrawal by the applicant. (Ord. 13332 § 57, 1998: Ord. 10662 § 47, 1992).

**27.02.067 Fee increases - January 1, 2004, and January 1, 2005.**

A. Effective January 1, 2004, except for fees based on either valuation tables or fee rate tables, the fees authorized in the following sections, each as amended, shall increase five percent:

1. K.C.C. 27.02.190,
2. K.C.C. 27.06.020,
3. K.C.C. 27.06.030,
4. K.C.C. 27.10.030,
5. K.C.C. 27.10.040,
6. K.C.C. 27.10.050,
7. K.C.C. 27.10.060,
8. K.C.C. 27.10.070,
9. K.C.C. 27.10.080,
10. K.C.C. 27.10.090,
11. K.C.C. 27.10.120,
12. K.C.C. 27.10.130,
13. K.C.C. 27.10.210,
14. K.C.C. 27.10.220,
15. K.C.C. 27.10.230,
16. K.C.C. 27.10.330,
17. K.C.C. 27.10.350,
18. K.C.C. 27.10.390,
19. K.C.C. 27.10.420,
20. K.C.C. 27.10.430,
21. K.C.C. 27.10.450,
22. K.C.C. 27.10.460,
23. K.C.C. 27.10.500; and
24. K.C.C. 27.06.510.

B.1. Except for fees based on either valuation tables or fee rate tables or as otherwise provided in subsection B.2. of this section, the fees authorized in the following sections, each as amended and in effect on December 31, 2004, shall increase five percent on January 1, 2005:

- a. K.C.C. 27.02.190,
- b. K.C.C. 27.06.020,
- c. K.C.C. 27.06.030,
- d. K.C.C. 27.10.030,
- e. K.C.C. 27.10.040,
- f. K.C.C. 27.10.050,
- g. K.C.C. 27.10.060,
- h. K.C.C. 27.10.070,
- i. K.C.C. 27.10.080,
- j. K.C.C. 27.10.090,
- k. K.C.C. 27.10.120,
- l. K.C.C. 27.10.130,
- m. K.C.C. 27.10.210,
- n. K.C.C. 27.10.220,
- o. K.C.C. 27.10.230,
- p. K.C.C. 27.10.330,
- q. K.C.C. 27.10.350,
- r. K.C.C. 27.10.390,
- s. K.C.C. 27.10.420,
- t. K.C.C. 27.10.430,
- u. K.C.C. 27.10.450,

- v. K.C.C. 27.10.460,
- w. K.C.C. 27.10.500; and
- x. K.C.C. 27.06.510.

2. If the director determines that a fee increase of less than five percent will meet the department's financial goals for the calendar year 2005, not later than November 1, 2004, the director shall file with the clerk of the council the written determination of the percent of the fee increase, not to exceed five percent, that will be effective beginning January 1, 2005. (Ord. 14683 § 3, 2003).

**27.02.070 Code enforcement fees.** A fee assessed at the current hourly rate shall be charged for department staff time associated with code enforcement actions on all permits and reviews covered by this title. (Ord. 13332 § 58, 1998; Ord. 10662 § 58, 1992).

**27.02.080 Financial guarantees fee.** A fee assessed at the department's current hourly rate shall be charged for department staff time associated with all work done in conjunction with the setting, intake, monitoring, inspection, release and enforcement of financial guarantees for development permits. A minimum of one hour's fee shall be charged for intake or release of any guarantee. (Ord. 13332 § 59, 1998; Ord. 10662 § 49, 1992).

**27.02.085 Drainage defect and maintenance financial guarantee program fees.** A minimum of one hour's fee shall be charged by the departments of natural resources and parks and transportation for any financial guarantee work performed by those departments related to storm water drainage and roadway improvements. The fee shall be less than or equal to the department of development and environmental service's current hourly rate. (Ord. 14199 § 248, 2001; Ord. 13659 § 2, 1999).

**27.02.090 Expedited review fees.** Customer requested expedited review shall be charged at the department's current hourly rate, in addition to the normal review fee. If the normal review fee is an hourly fee, then the rate shall equal two hundred percent of the department's current hourly fee. (Ord. 13332 § 60, 1998; Ord. 11141 § 39, 1993).

**27.02.100 General service fee.** A general service fee assessed at the department's current hourly rate shall be charged for each of the following services:

- A. Research performed outside the context of a pending application review;
- B. Professional services to other governments under adopted interlocal agreement with the jurisdiction requesting the service; and
- C. Project management. (Ord. 14683 § 36, 2003; Ord. 13996 § 11, 2000; [Ord. 13664 § 12, 1999, repealed by Ord. 13996 § 13, 2000]; Ord. 13332 § 61, 1998; Ord. 11141 § 40, 1993).

**27.02.110 Contract fees.** An applicant may elect to have a review, inspection, or permit approval completed by a department approved and hired contractor. For reviews, inspections, and permit approvals completed by a department approved contractor, the department is authorized to charge the applicant the contract amount in addition to the required review, inspection, or permit fee. (Ord. 11141 § 41, 1993).

**27.02.130 Educational services fees.**

A. Education and training fees may be charged for classes or training provided by department of development and environmental services staff. The fees shall be charged at competitive market rates, and educational income may be less than or greater than all costs of preparing and presenting class. Class and training costs include, but are not limited to, the costs for planning, research, class preparation, class materials, notification, advertising, facility arrangements, related meetings, printing, presenting, follow-up and similar costs as applicable to the total cost of providing the service.

B. Fees for classes shall range from approximately twenty-five dollars daily per attendee to one hundred thirty-five dollars daily per attendee depending upon class content, length of class and number of attendees. Individual training may be provided at the department's current hourly rate. (Ord. 13332 § 8, 1998).

**27.02.140 Work without a permit - investigation fee.** Whenever any work for which a permit or application approval required under K.C.C. Title 16, 19, 20, 21A or 25 has commenced without first obtaining the required permit or application approval or has proceeded without obtaining necessary inspections, an investigation fee, in addition to the permit or application review fee, shall be collected whether or not a permit or application approval is subsequently issued. The investigation fee shall be equal to the amount of the permit or application fee required by this title. (Ord. 13332 § 10, 1998).

**27.02.150 Plan revision fees.** All plan revisions submitted by the applicant shall be charged a fee at the department's hourly rate. (Ord. 13332 § 12, 1998).

**27.02.160 Nonpermit-related fees - late penalties - insufficient funds charge — addressing charge.**

A. The department may collect nonpermit-related fees for services including, but not limited to, making copies, providing letters of zoning certification, notarizing documents, gathering, preparing, and publishing special request reports, and providing publications. The fees shall be at actual cost to the department and shall be collected at the time services are requested. The department shall publish an annual schedule of these fees.

B. Late penalties for unpaid balances shall be one and one-half percent of the delinquent unpaid balance, compounded monthly.

C. Insufficient funds charge: twenty-five dollars.

D. Special requests concerning addressing issues that require staff time for research or site visits shall be charged at the department's current hourly rate. (Ord. 14683 § 37, 2003; Ord. 13332 § 13, 1998).

**27.02.190 Hourly fees.**

A. Except as otherwise provided in subsections B and C of this section, the department's current hourly rate shall be assessed under this title at a rate of one hundred thirty-eight dollars per hour.

B. Land use permits for agricultural activities on lands within the agricultural production district shall be subject to an hourly rate of fifty-seven dollars fifty cents to a maximum of four hundred two dollars fifty cents.

C. Nonresidential building permits for agricultural activities on lands within the agricultural production district shall be subject to an hourly rate of fifty-seven dollars fifty cents. (Ord. 14683 § 38, 2003; Ord. 14683 § 5, 2003; [Ord. 13664 § 2, 1999, repealed by Ord. 13996 § 13, 2000]; Ord. 13332 § 9, 1998).

Note: Fee Increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.

**27.02.200 Fees due.** Fees are due at the time of application for service, or when the department's current hourly rates are accumulated, within fifteen days of receipt of an invoice from the department. (Ord. 13332 § 11, 1998).

**27.02.210 Deposits.** The department may require a deposit at the time of application. The deposit shall not exceed one hundred percent of the total actual or estimated cost of the review and inspection of a permit application. (Ord. 14683 § 39, 2003; Ord. 13332 § 63, 1998).

**27.02.220 Disaster response expenditures.** Expenditures drawn from the development and environmental services (DES) fund for disaster response, which are not recovered through the assessment of fees or reimbursement from the Federal Emergency Management Administration (FEMA), shall be reimbursed to the DES fund by the current expense fund within twelve months of when the expenses were incurred. (Ord. 14238 § 32, 2001).

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**Chapter 27.04  
DEFINITIONS****Sections:**

27.04.003	Building official.
27.04.005	Department.
27.04.010	Development permits.
27.04.015	Director.
27.04.025	Impact fee.
27.04.028	Environmental review.
27.04.040	Permit fee.
27.04.050	Valuation.

*Fee increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.*

**27.04.003 Building official.** "Building official" means the director of the department of development and environmental services or the director's designee. (Ord. 13332 § 14, 1998).

**27.04.005 Department.** "Department" means the department of development and environmental services. (Ord. 14683 § 6, 2003; Ord. 10662 § 51, 1992).

**27.04.010 Development permits.** "Development permits" mean all permits, reviews, and approvals administered by the department of development and environment services including, but not limited to, right-of-way use permits, grading permits, building permits, uniform fire code permits, subdivisions, short subdivisions, binding site plans, planned unit developments, zoning permits, master plan development permits, current use permits, boundary line adjustments, and environmental review and shoreline permits. (Ord. 10662 § 53, 1992; Ord. 8330 § 31, 1987).

**27.04.015 Director.** "Director" means the director of the department of development and environment services or his/her designee. (Ord. 10662 § 52, 1992).

**27.04.025 Impact fee.** "Impact fee" means a payment of money authorized by state law and county ordinance to be imposed upon development as a condition of development approval to pay for public facilities needed to serve new growth and development. Impact fees include but are not limited to roads mitigation payment fees and school impact fees. "Impact fees" do not include fees imposed to cover the costs of processing applications, inspecting and reviewing plans or other information required to be submitted for purpose of evaluation of an application, or inspecting or monitoring development activity. (Ord. 10162 § 22, 1991).

**27.04.028 Environmental review.** "Environmental review" means all permits, reviews, and approvals administered pursuant to K.C.C. 20.44. (Ord. 10662 § 50, 1992).

**27.04.040 Permit fee.** "Permit fee" means a payment of money imposed upon development as a condition of application for or approval of development to cover the costs of processing applications, inspecting and reviewing plans or other information required to be submitted for purpose of evaluation of an application, or inspecting or monitoring development activity. (Ord. 10162 § 23, 1991).

**27.04.050 Valuation.** "Valuation" means the determination of value made by the building official. In determining the applicable fee based on valuation, total valuation shall be determined based on current nationally recognized valuation tables, such as R.S. Means cost data publications, Dodge cost data publications or the current valuation data published by the International Conference of Building Officials. In determining the valuation for permit and plan review fees, the valuation includes the total value of all construction work for which the permit is issued, including all finish work, painting, roofing, electrical, plumbing, heating, ventilation and air conditioning, elevators, fire systems and any other permanent fixtures. (Ord. 13996 § 2, 2000; [Ord. 13664 § 3, 1999, repealed by Ord. 13996, § 13, 2000]; Ord. 13332 § 15, 1998).

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Chapter 27.06  
PREAPPLICATION AND COUNTER SERVICE FEES

**Sections:**

- 27.06.005 Purpose.
- 27.06.010 Preapplication fees.
- 27.06.020 Counter service fees - building services division.
- 27.06.030 Counter service fees – land use services division.

*Fee increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.*

**27.06.005 Purpose.** The purpose of this chapter is to establish preapplication and administrative fees for the department. Preapplication fees shall compensate the department for preliminary review and evaluation of projects and for advising permit applicants before submittal of a formal application. Counter service fees shall compensate the department for land use and building counter services for application intake, calculation of fees, creation of manual and electronic files, preparing applications for routing to review stations, packaging final permits, issuance of final permits and providing fee and submittal information to applicants. Administrative fees shall be collected at the time administrative services are rendered. (Ord. 14683 § 40, 2003; Ord. 13332 § 3, 1998).

**27.06.010 Preapplication fees.** An hourly preapplication fee, charged at the department's hourly rate, shall be charged for all professional time spent by department personnel based on an applicant's request for service. (Ord. 14683 § 41, 2003; Ord. 13332 § 4, 1998).

**27.06.020 Counter service fees - building services division.**

- |    |   |   |
|----|---|---|
| A. | Group 1: small, simple, easy-to-administer applications including residential mechanical, registered plans, special inspections, fire tank, extensions, basics and basic accessories and residential revisions:   | \$97.75                                 |
| B. | Group 2: applications more complex than group 1, including already built construction, fire system permits, accessories to residence, signs, shell modifications, commercial mechanical, additions, mobile homes and other applications not included in groups 1 and 3: | \$195.50                                |
| C. | Group 3: applications more complex than groups 1 and 2, including new residences, small nonbuilding permits, commercial tenant improvements and revisions, permits issued "subject to field inspection" and agricultural buildings:                                     | \$270.25                                |
| D. | Group 4: applications more complex and difficult than other groups, including small and large new commercial buildings, multifamily buildings, large nonbuilding structures or other permits with complex processing such as commercial site plans:                     | \$828.00 plus, per hour after six hours |

(Ord. 14683 § 7, 2003; Ord. 13332 § 5, 1998).

Note: Fee Increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.

**27.06.030 Counter service fees - land use services division.**

- |    |   |          |
|----|---|----------|
| A. | Group 1: small, simple applications, affidavits including short plats, revisions, shoreline exemptions, right-of-way use, lot line adjustments, all extensions, road and drainage variances and other miscellaneous services: | \$97.75  |
| B. | Group 2: applications more complex than group 1, including clearing and grading, final plats and final public utility district applications, alterations to final plats, or public utility districts and engineering plans:   | \$195.50 |
| C. | Group 3: applications more complex than groups 1 and 2, including variances, shoreline, preliminary short plats, and SAO utility exceptions:  | \$270.25 |
| D. | Group 4: the most complex applications, including preliminary plats, variances, conditional use permits, special use permits and zone and shoreline reclassifications:  | \$460.00 |

(Ord. 14683 § 8, 2003; Ord. 13332 § 6, 1998).

Note: Fee Increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.

Chapter 27.10  
FEES

Sections:

27.10.010	Application review fees - applicability.
27.10.020	Building plan review fees - revision fees — nonstandard methods or materials review fees.
27.10.030	Building review fees - mechanical.
27.10.040	Fire flow and fire access review - uniform fire code.
27.10.050	Fire systems and tank reviews.
27.10.060	Zoning, landscaping, parking.
27.10.070	Roads variance requests requiring department of transportation review.
27.10.080	Site engineering review.
27.10.090	Grading or clearing site plan review.
27.10.110	Forest practice policy compliance.
27.10.120	Right-of-way application review.
27.10.130	Critical areas review.
27.10.140	Critical areas exceptions and variances.
27.10.145	Consolidated site review for single-family residential development.
27.10.150	SEPA review - preparation of environmental impact statement.
27.10.160	Shoreline review.
27.10.170	Zoning application review.
27.10.180	Site-specific land use amendment.
27.10.190	Subdivision - preliminary review.
27.10.200	Subdivision - final review.
27.10.210	Separate lot recognitions and subdivision exemptions - recorded building envelope modification and name change request.
27.10.220	Boundary line adjustment review.
27.10.230	Current use permit reviews.
27.10.310	Construction and site development inspection fees – applicability.
27.10.320	Building construction inspection.
27.10.330	Structural-mechanical system inspections.
27.10.350	Fire system and fire tank inspections - conformance with approved plan.
27.10.360	Hazardous materials and public assembly inspections.
27.10.380	Site development inspections.
27.10.390	Grading inspections.
27.10.400	Clearing inspections.
27.10.410	Zoning, SEPA, sensitive area or shoreline condition and compliance.
27.10.420	Extensions of permits and approvals.
27.10.430	General inspections.
27.10.450	Mobile home fees.
27.10.460	Condominium conversion inspections.
27.10.500	Supplemental inspection and reinspection.
27.10.510	Certification of compliance or completion.
27.10.550	Partial development - preissuance construction authorization (PICA) inspections.

*Fee increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.*

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**27.10.010 Application review fees - applicability.** Plan review fees shall compensate the department for the plan review necessary to determine compliance with adopted uniform codes and other county regulations. The fees may be based on valuation and may be fixed, hourly or a combination thereof. The fees shall be collected to compensate the building services and land use services divisions for the review of:

- A. Commercial and residential building permit applications under K.C.C. chapters 16.04, 16.70, 16.74, 16.78 and 17.04 and K.C.C. Titles 20 and 21A;
- B. Grading and clearing permit applications under K.C.C. chapter 16.82 or its successor;
- C. Shoreline permit applications and exemptions under K.C.C. Title 25 or its successor;
- D. State Environmental Policy Act compliance under K.C.C. chapter 20.48 or its successor;
- E. Sensitive areas under K.C.C. chapter 21A.24 or its successor;
- F. Preliminary and final subdivisions under K.C.C. Title 19 or its successor;
- G. Binding site plan review under K.C.C. Title 19 or its successor;
- H. Boundary line adjustments under K.C.C. Title 19 or its successor; and
- I. Variance requests, conditional use permits, zone reclassification requests, special use permits and temporary use permits under K.C.C. Title 21A or its successor. (Ord. 13332 § 16, 1998).

**27.10.020 Building plan review fees - revision fees — nonstandard methods or materials review fees.**

A. Fees for the review of buildings and structures, including additions and modifications, shall be calculated using the current valuation table and fee rate table published by the International Conference of Building Officials or other current nationally recognized standards. For those items not covered by the valuation table, the department shall use other current nationally recognized publications, such as R.S. Means cost data or Dodge cost data, to determine the valuation and use the current International Conference of Building Officials fee rate tables or other current nationally recognized standards to determine the amount. The building official shall establish the final valuation. The fee charged shall be at sixty-five percent of the calculated amount, unless otherwise specified in this title.

B. Revisions to a permit application shall be charged at the current department hourly rate.

C. Additional plan review required when issuing a basic permit from a registered plan shall be charged at the department's current hourly rate.

D. Additional review required for applications using nonstandard methods, materials, or design shall be charged at the department's current hourly rate in addition to the standard fees. (Ord. 14683 § 42, 2003; Ord. 13996 § 3, 2000; [Ord. 13664 § 4, 1999, repealed by Ord. 13996, § 13, 2000]; Ord. 13332 § 17, 1998).

**27.10.030 Building review fees - mechanical.** Mechanical review fees are distinguished by residential mechanical systems and commercial mechanical systems. Residential mechanical system fees shall be charged a flat fee of one hundred twenty-six dollars fifty cents if the review is necessary. Commercial mechanical system fees shall be calculated based on the current valuation and fee rate tables published by the International Conference of Building Officials. (Ord. 14683 § 9, 2003; Ord. 13996 § 4, 2000; [Ord. 13664 § 5, 1999, repealed by Ord. 13996 § 13, 2000]; Ord. 13332 § 18, 1998).

Note: Fee Increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.

**27.10.040 Fire flow and fire access review - uniform fire code.** A flat fee shall be charged for uniform fire code review as follows:

A. Commercial buildings (excluding large)	\$299.00
B. Commercial revisions/multifamily	\$316.25
C. Large commercial	\$517.50
D. Single-family residential	\$172.50
E. Short subdivisions	\$132.25
F. Subdivisions	\$201.25
G. Boundary line adjustments	\$74.75
H. Other applications	\$69.00

(Ord. 14683 § 10, 2003; Ord. 13332 § 19, 1998).

Note: Fee Increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.

27.10.050 Fire systems and tank reviews. A fee shall be charged to cover the costs of the department to review fire systems and tank systems as follows:

<u>System</u>	<u>Fee</u>
A. Fire alarm systems	
1. One to four zones	\$184.00
2. Each additional zone	\$34.50
3. Each addressable panel	\$655.50
4. Plus for each device	\$2.53
B. Fire extinguishing systems	\$368.00
plus for each nozzle)	\$19.55
C. Automatic sprinkler systems	
1. Commercial - each riser	\$350.75
(plus for each head or plug)	\$3.45
2. Residential - each riser	\$281.75
(plus for each head or plug)	\$2.30
D. Standpipe systems	
1. Class I	\$368.00
2. Class II	\$368.00
3. Class III	\$1,013.15
4. Each outlet for Class I or II	\$69.00
5. Fire pump	\$327.75
E. Flammable or combustible liquids storage tanks:	
1. Underground, first tank	\$184.00
(plus each additional tank)	\$98.90
2. Above ground, each tank	\$184.00
F. Hazardous materials storage tanks:	
1. Less than 500 gallons - each	\$247.25
2. 500 to 1,199 gallons - each	\$502.55
3. 1,200 gallons or more - each	\$749.00
G. Liquefied petroleum tanks	
1. Less than 500 gallons	\$184.00
2. 500 - 9,999 gallons	\$368.00
3. 10,000 gallons or more	\$724.50
H. Gaseous oxygen systems	
1. Less than 6,000 cubic feet	\$111.55
2. 6,000 - 11,999 cubic feet	\$204.70
3. 12,000 cubic feet or more	\$368.00
I. Nitrous oxide systems	\$195.50
(plus each outlet)	\$14.95
J. Medical gas systems	
1. Gaseous system	\$391.00
(plus each outlet)	\$14.95
2. Liquefied system	\$841.80
(plus each outlet)	\$14.95
K. Hazardous material recycling systems:	
1. 110 gallons or less per day capacity	\$247.25
2. More than 110 gallons per day capacity	\$749.80
L. Vapor recovery systems: (per tank)	
1. Phase I - tank truck and tank	\$200.10
2. Phase II - vehicle fueled and tank	\$248.40
M. Cryogenic tanks (each)	\$200.10

N.	Flammable liquids devices:	
1.	Spray booths-updraft (each)	\$200.10
2.	Dip tank (each)	\$179.40
3.	Spray booths-downdraft (each)	\$333.50
4.	Flow coaters (each)	\$379.50
5.	Mixing/handling room	\$494.50
O.	Fiberglass work systems:	
1.	Spray or chopper booth	\$333.50
2.	Lay-up areas	\$388.70
P.	Organic peroxide storage facility	\$388.70
Q.	Explosives storage magazines:	
1.	Class I	\$388.70
2.	Class II	\$247.25
R.	Compressed natural gas systems (each)	\$379.50
S.	Liquefied natural gas systems	\$722.20
T.	High piled storage racks	\$379.50
U.	Smoke removal systems	\$388.70
V.	High rise emergency evacuation plans	\$388.70
W.	Commercial candle holding devices	\$247.25
X.	Computer rooms	\$388.70
Y.	Floor or layout plans required by the fire code for public assembly, special sales, outdoor storage of flammable liquids in drums or indoor storage of combustibles	\$379.50
Z.	Fire clearances when requested of the fire marshal including but not limited to the following:	
1.	State funding of school projects	\$247.25
2.	State or federal school, hospital, nursing home, rehabilitative facilities or custodial facilities accreditation	\$247.25
3.	State licensing of mini-day care, day care, foster home, boarding home	\$247.25
4.	State liquor license	\$247.25
5.	State gambling license	\$247.25
6.	Special out-of-occupancy uses	\$247.25
7.	County house moving permits	\$247.25
8.	Fire clearance for King County business license	\$247.25
AA.	Approval of carpet samples or decorative materials	\$247.25
BB.	Special inspections for occupancy determinations or change of use requirements	\$247.25
CC.	Requested preliminary inspections	\$247.25
DD.	Each retest or reinspection of a fire protection or hazardous materials system prior to acceptance of the system, issuance of a permit or issuance of a certificate of occupancy (the first test or inspection will be made without charge)	\$502.55
EE.	Witnessing tests of used underground flammable liquids storage tanks before installation	\$247.25
FF.	Investigating and processing leaking underground storage tanks or hazardous materials spills and the subsequent containment and recovery of lost product	- current hourly rate
GG.	Underground piping to flammable or combustible liquid storage tanks	\$247.25

HH.	Installation, removal or abandonment, or any combination thereof, of flammable or combustible liquid storage tanks:	
1.	First tank (commercial)	\$247.25
2.	Each additional tank (commercial)	\$128.80
3.	Contractor's permit for removal or abandonment of residential underground fuel tanks (annual)	\$172.50
II.	Witnessing tests of underground flammable or combustible liquid storage tanks for tank tightness	\$247.25
JJ.	Conducting fire flow tests or analysis	\$884.35
KK.	Fuel tanks for oil burning equipment:	
1.	Commercial	\$184.00
2.	Residential	\$88.55
LL.	Monitoring transmitters	\$248.40
	(plus each device)	\$2.53
MM.	Sprinkler system supply mains (public main to sprinkler riser) (each)	\$247.25
NN.	Emergency or standby power systems	\$247.25
OO.	Plan review of construction fire safety plans	\$247.25
PP.	Confidence testing of fire protection systems	
QQ.	High rise fire system review	\$247.25
RR.	Fire protection plan review:	
1.	Review of either water main extension, or replacement, or both	\$264.50
	(plus per hydrant)	\$74.75
2.	Review of hazardous material management plan	\$517.50
(Ord. 14683 § 11, 2003: Ord. 13996 § 5, 2000: [Ord. 13664 § 6, 1999, repealed by Ord. 13996, § 13, 2000]: Ord. 13332 § 20, 1998).		

Note: Fee Increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.

**27.10.060 Zoning, landscape, parking.** Review for compliance with zoning, landscape, parking and shoreline master program standards shall be charged fees as follows:

A. Each review of small projects such as residential additions, mobile homes, signs, shell modifications, tenant improvements and other small or simple applications: three hundred forty-five dollars base fee plus department's current hourly rate after two and one half hours.

B. Review of all other projects including new residential construction, large buildings, small and large nonbuilding structures and multifamily buildings, commercial site plans and other large, complex projects, including grading permits or other development permits: department current hourly rate. (Ord. 14683 § 43, 2003: Ord. 14683 § 12, 2003: Ord. 13996 § 6, 2000: [Ord. 13664 § 7, 1999, repealed by Ord. 13996, § 13, 2000]: Ord. 13332 § 21, 1998).

Note: Fee Increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.



**27.10.070 Roads variance requests requiring department of transportation review.** Roads standards variance requests requiring department of transportation review shall be charged fees as follows and others shall be charged a fee at department's current hourly rate.

- |  |             |
|--|-------------|
| A. Review by King County department of transportation:                         | \$897.00    |
| B. Review by King County department of development and environmental services: | Hourly rate |

(Ord. 14683 § 13, 2003: Ord. 13332 § 22, 1998).

Note: Fee Increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.

**27.10.080 Site engineering review.** Site engineering review includes review for code compliance with road design, drainage, erosion and sedimentation control, and right-of-way improvements. Review fees shall include a base fee and an hourly charge at the department's current hourly rate. Fees for short subdivisions, subdivisions or planned unit developments, right-of-way use, clearing or grading, and drainage plans shall include a deposit and an hourly charge at the department's current hourly rate.

- |   |                 |  |
|---|-----------------|--|
| A. Commercial buildings   |                 | \$828.00 plus hourly rate after six hours                |
| B. Residential buildings  | Basic Review    | \$345.00 plus hourly charge after two and one-half hours |
|   | Standard Review | \$690.00   |
|   | Complex Review  | \$1,380.00   |
| C. Subdivisions, short subdivision and planned unit developments, right-of-way use and grading and clearing permits (including alteration or vacation of final short plats and plats) |                 | Current department hourly rate                           |
| D. Preconstruction meetings and postpermit issuance inspections or monitoring   |                 | Current department hourly rate                           |

(Ord. 14683 § 44, 2003: Ord. 14683 § 14, 2003: Ord. 13332 § 23, 1998).

Note: Fee Increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.

**27.10.090 Grading or clearing site plan review.** Grading or clearing site plan review includes review for compliance with King County grading and clearing code requirements, and with the surface mine interlocal agreement. Grading or clearing site plan review shall include a base fee plus the department's current hourly rate as follows:

	<u>Disturbed Acres</u>	<u>Base Fee</u>	<u>Hourly Fee</u>
A. Grading or clearing permit application base review — residential development not subject to state environmental policy act review	0.0 to .20 .21 to 1.0 Over 1.0	\$276.00 \$552.00 \$966.00	N/A* After 6 hours After 9 hours
B. Grading or clearing permit application base review — residential development subject to state environmental policy act review	N/A	\$966.00	After 9 hours
C. Grading or clearing permit application base review — non-residential	0.0 to .20 .21 to 1.0  1.01 to 5.0 5.01 to 10.0 10.01 to 20.0 Over 20.0	\$690.00 \$2,070.00  \$4,140.00 \$5,520.00 \$8,280.00 \$11,040.00	After 7 hours After 17 hours After 32 hours After 42 hours After 62 hours After 82 hours
D. Review of other residential development permit applications or consultation with customer	N/A	\$276.00	No hourly
E. Review of other non-residential development permit applications		One-half the base fee	One-half the hourly credits
F. Plan revision fee	N/A	\$276.00	After 4 hours
G. Hazardous tree removal or other miscellaneous grading or clearing	N/A	None	Hourly
H. Moratorium			
Basic relief	N/A	\$414.00	After 4 hours
Complex	N/A	\$1,656.00	After 14 hours
I. Adjustment to grading or clearing base fees		Base fees may be doubled for work started without a permit	

\*Hourly fees apply after two hours for applications resulting from work done without a permit.  
(Ord. 14683 § 45, 2003; Ord. 14683 § 15, 2003; Ord. 13332 § 24, 1998).

Note: Fee Increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.

**27.10.110 Forest practice policy compliance.** A forest practice policy compliance fee shall be charged for all professional time spent by departmental personnel at the department's current hourly rate. (Ord. 13332 § 26, 1998).

**27.10.120 Right-of-way application review.** Right-of-way application review including revisions shall be charged a base fee and hourly charge as follows: four hundred fourteen dollars plus hourly after three hours at department's current hourly rate. (Ord. 14683 § 17, 2003; Ord. 13332 § 27, 1998).

Note: Fee Increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.

**27.10.130 Critical areas review.** Critical areas review fees shall be charged a base fee and hourly charge as follows:

	<u>Base fee</u>	<u>Hourly fee</u>
A. Residential initial site inspection	\$276.00	No hourly
B. Residential review		
1. With department as consultant	Flat fee established following initial site inspection	No hourly
2. With preferred consultant		
Group 1: Simple, less complex development proposals, such as additions, improvements, grading or clearing on a single-family residential site, and shoreline exemption on a single-family residential site	\$690.00 (flat fee)	No hourly
Group 2: More complex development proposals, including single-family residential.	\$1,242.00 (flat fee)	No hourly
3. With other consultant	Deposit based on project manager's estimate	Hourly
C. Review of a residential application for work done without a permit		Hourly
D. Nonresidential review	\$690.00	Hourly after five hours*
E. Postissuance inspections and monitoring		Hourly
F. Critical areas inquiries or designations		Hourly

\*Hourly fee deposits based on the project manager's estimate.

(Ord. 14683 § 46, 2003; Ord. 14683 § 18, 2003; Ord. 14187 § 4, 2001; Ord. 13332 § 28, 1998).

Note: Fee Increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.

**27.10.140 Critical areas exceptions and variances.** Critical areas exception and variances shall require a deposit, based on the project manager's estimate, and charge a fee based on the department's current hourly rate. (Ord. 14683 § 47, 2003; Ord. 13332 § 29, 1998).

**27.10.145 Consolidated site review for single-family residential development.** The fee for the consolidated site review for single-family residential development under K.C.C. 21A.24.550 shall be one thousand eight hundred fifty dollars. The department may charge additional fees for activities not covered

by the consolidated review, including, but not limited to, review to determine consistency with conditions established by the consolidated review, building permit review, inspections and mitigation. (Ord. 15063 § 2, 2004).

(King County 3-2005)  
DEVELOPMENT PERMIT FEES

27.10.150 - 27.10.230

**27.10.150 SEPA review - preparation of environmental impact statement.**

A. State Environmental Policy Act review fees for environmental check lists, environmental impact statements, mitigated determinations of nonsignificance and supplemental reviews shall be an hourly charge at department's current hourly rate.

B. Preparation of an environmental impact statement shall be charged at actual cost to the department including consultant costs, administrative costs and cost of review by other county departments and governmental agencies. (Ord. 13332 § 30, 1998).

**27.10.160 Shoreline review.** Shoreline application fees shall require a deposit and charge an hourly fee based on the department's current hourly rate. (Ord. 13332 § 31, 1998).

**27.10.170 Zoning application review.** Zoning application reviews shall require a deposit and an hourly fee based on the department's current hourly rate, except as otherwise specified herein. Transfer of development rights (TDR) Sending Site Certification Applications to qualify a proposed sending site and determine the number of rights available for transfer per application in accordance with K.C.C. chapter 21A.37 shall be based on the current hourly fee to a maximum of five hundred dollars. (Ord. 14683 § 19, 2003; Ord. 14190 § 39, 2001; Ord. 13332 § 32, 1998).

**27.10.180 Site-specific land use amendment.** Applicant generated site-specific land use map amendments shall be charged an application fee of one thousand five hundred dollars. If the amendment is implemented as part of the comprehensive plan amendment process, the application fee will be credited toward the zoning reclassification fee, provided that the application for zoning reclassification is filed within one year of the effective date of the land use map amendment. (Ord. 13332 § 33, 1998).

**27.10.190 Subdivision - preliminary review.** Preliminary subdivision, short subdivision or planned unit development review including initial applications, revisions and alterations shall require a deposit and be charged an hourly fee based on the department's current hourly rate. (Ord. 13332 § 34, 1998).

**27.10.200 Subdivision - final review.** Final subdivision, short subdivision or planned unit development review including alterations or vacations shall require a deposit and be charged an hourly fee based on the department's current hourly rate. (Ord. 13332 § 35, 1998).

**27.10.210 Separate lot recognitions and subdivision exemptions - recorded building envelope modification and name change request.** Separate lot recognitions and subdivision exemptions shall be charged an hourly fee based on the department's current hourly rate. Modification of a recorded building envelope or request for name change shall be charge a fixed fee as follows:

- |                                      |          |
|--------------------------------------|----------|
| A. Modification of building envelope | \$690.00 |
| B. Name change                       | \$230.00 |

(Ord. 14683 § 20, 2003; Ord. 13332 § 36, 1998).

Note: Fee Increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.

**27.10.220 Boundary line adjustment review.** Boundary line adjustment fees shall be five hundred fifty-two dollars plus an hourly charge after four hours at the department's current hourly rate. (Ord. 14683 § 21, 2003; Ord. 13332 § 37, 1998).

Note: Fee Increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.

**27.10.230 Current use permit reviews.** A fixed fee for the processing of current use permits shall be charged as follows:

- |  |          |
|--|----------|
| A. Farm and agricultural land classification       | \$172.50 |
| B. Open space and timber less than twenty acres    | \$230.00 |
| C. Open space and timber greater than twenty acres | \$460.00 |

(Ord. 14683 § 22, 2003; Ord. 13332 § 38, 1998).

Note: Fee Increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.

(King County 3-2005)  
FEES

27.10.310 - 27.10.320

**27.10.310 Construction and site development inspection fees - applicability.** Construction and site development inspection fees shall compensate the department for inspections necessary to determine compliance with adopted uniform codes and other county regulations. The fees may be based on valuation as defined in this title, fixed, hourly or a combination thereof. Fees shall be collected for reinspections and supplemental inspections, as well as being collected to compensate the building services and land use services divisions for inspection of:

A. Commercial and residential buildings, additions, and under K.C.C. chapters 16.04, 16.70, 16.74 and 16.78 and K.C.C. Titles 20 and 21A;

B. Grading and clearing sites under K.C.C. chapter 16.82;

C. Site development, which is roads and drainage and erosion control, under K.C.C. Titles 9 and 14;

D. Shoreline permit approvals under K.C.C. Title 25;

E. State Environmental Policy Act condition compliance under K.C.C. chapter 20.48;

F. Zoning condition compliance under K.C.C. Title 21A; and

G. Monitoring drainage and sensitive area conditions. (Ord. 13332 § 39, 1998).

**27.10.320 Building construction inspection.**

A. Permit fees for the inspection of buildings and other structures, including additions and modifications, shall be calculated from the current valuation table and the current fee rate table published by the International Conference of Building Officials or other current nationally recognized standards. For those items not covered by the valuation tables, the department shall use other current nationally recognized publications such as R.S. Means cost data and Dodge costs data, to determine the valuation and use the current International Conference of Building Officials or other current nationally recognized standards fee rate tables to determine the amount. The building official shall establish the final valuation. The permit fee charged shall be one-hundred percent of the calculated amount, unless otherwise specified in this title.

B. Additional inspections required for applications using nonstandard methods, materials, or design shall be charged at the department's current hourly rate in addition to the standard fees.

C. On single family residence construction sites to ensure required erosion control measures are in place and functioning, the limited site inspection fee shall be thirty-five dollars, plus the department's current hourly rate beyond 0.25 hours. If the department determines erosion problems are present on the construction site, additional inspections shall be charged at the department's current hourly rate. (Ord. 14683 § 48, 2003; Ord. 13996 § 8, 2000; [Ord. 13664 § 9, 1999, repealed by Ord. 13996 § 13, 2000]; Ord. 13332 § 40, 1998).

27.10.330

(King County 3-2005)  
DEVELOPMENT PERMIT FEES

**27.10.330 Structural-mechanical system inspections.** Fees shall be collected to cover the costs to the department of performing inspections of residential and commercial structural-mechanical systems. Structural-mechanical system inspections shall be as follows:

A. All separate residential mechanical systems for which inspections are required: one hundred twenty-six dollars and fifty cents.

B. Commercial mechanical fees shall be calculated based on the valuation and fee rate tables published by the international conference of building officials or other current nationally recognized standards. For those items not covered by these valuation tables, the department shall use other nationally recognized publications, such as R.S. Means cost data and Dodge cost data, to determine the valuation and use of the international conference of building officials fee rate tables or other current nationally recognized standards to determine the amount. (Ord. 14683 § 49, 2003: Ord. 14683 § 23, 2003: Ord. 13332 § 41, 1998).

Note: Fee Increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.

(King County 3-2005)  
FEES

27.10.350 - 27.10.380

**27.10.350 Fire system and fire tank inspections - conformance with approved plan.** Fees shall be charged to cover the costs of physical inspections to assure that projects are constructed in accordance with approved plans as follows.

A. Fire alarm systems	
1. One to four zones	\$184.00
2. Each additional zone	\$39.40
3. Each addressable panel	\$560.00
4. Plus each device	\$3.27
B. Fire extinguishing systems	\$405.00
plus for each nozzle	\$21.50
C. Automatic sprinkler systems	
Each riser	\$372.15
plus for each head or plug	\$1.00
D. Standpipe systems	
1. Class I	\$405.00
2. Class II	\$405.00
3. Class II	\$1,114.45
4. Each outlet for Class I or II	\$75.90
E. Liquefied Petroleum Tanks	
1. 1 to less than 125 gallons for residential	No Fee
2. 125 to less than 500 gallons	\$220.00
3. 500 to less than 10,000 gallons	\$300.00
4. 10,000 gallons or more	\$590.00
F. Inspection of either water main extension, or replacement, or both	\$185.15
plus per hydrant	\$52.35
G. Monitoring transmitters	\$248.40
plus each device	\$2.53
H. Sprinkler system supply mains (public main to sprinkler riser) (each)	\$264.50

Inspections for situations not listed above shall be charged two hundred forty-five dollars per system or apparatus, as appropriate. (Ord. 14683 § 24, 2003; Ord. 13996 § 9, 2000; [Ord. 13664 § 10, 1999, repealed by Ord. 13996 § 13, 2000]; Ord. 13332 § 42, 1998).

Note: Fee Increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.

**27.10.360 Hazardous materials and public assembly inspections.** Uniform fire code inspections, mitigations and code enforcement fees shall be based on the department's current hourly rate, with the following exceptions:

A. Fireworks stands and displays	Maximum allowed under chapter 70.77 RCW
B. Liquefied petroleum gas serving single family residences	N/C
C. Parade floats	N/C
D. Use of candles for ceremonial purposes by churches or nonprofit groups	N/C

**27.10.380 Site development inspections.** Fees for site inspections of construction of roads and drainage systems, landscaping and other site improvements and review of changes to approved plans shall be an hourly charge at department's current hourly rate. (Ord. 13332 § 46, 1998).

27.10.390 - 27.10.410

(King County 3-2005)  
DEVELOPMENT PERMIT FEES

**27.10.390 Grading inspections.** Grading inspection includes review for compliance with King County grading code requirements, and with the surface mine interlocal agreement. Grading inspections shall be based on the department's current hourly rate with a minimum number of hours as follows:

	<u>Area in Acres</u>	<u>Minimum</u>
A. Field monitoring or Inspection of grading residential site:	NA	NA
B. Field monitoring or Inspection of grading nonresidential site	0.00 to 0.10	two hours
	0.11 to 0.30	two hours
	0.31 to 1.00	four hours
	1.01 to 5.00	four hours
	5.01 to 10.00	eight hours
	10.01 to 20.00	eight hours
	over 20.00	twelve hours
C. Miscellaneous inspections		
1. Reclamation bond release inspection:		\$316.25
2. Reinspection of nonbonded actions:		\$316.25

(Ord. 14683 § 26, 2003: Ord. 13332 § 45, 1998).

Note: Fee Increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.

**27.10.400 Clearing inspections.** Clearing inspection includes review for compliance with King County grading code requirements and with the surface mine interlocal agreement. Clearing inspection shall be based on the department's current hourly rate with a minimum number of hours as follows:

	<u>Area in Acres</u>	<u>Minimum</u>
A. Field monitoring or Inspection of clearing residential site:	NA	NA
B. Inspection of clearing nonresidential site:	0.00 to 0.20	two hours
	0.20 to 2.00	four hours
	over 2.00	four hours

(Ord. 13332 § 44, 1998).

**27.10.410 Zoning, SEPA, sensitive area or shoreline condition and compliance.** Postapproval or postdevelopment monitoring or inspection, or both, for p-suffix conditions, or compliance with conditional use permits, special use permits, State Environmental Policy Act conditions, shoreline development permit conditions, sensitive areas conditions, drainage conditions or other conditions or mitigation associated with project approval shall be charged at the department's hourly rate. (Ord. 13332 § 47, 1998).



(King County 3-2005)  
FEES

27.10.420

**27.10.420 Extensions of permits and approvals.** Permit and approval extension fees shall be charged to cover the costs of administering permit extension applications and for final inspections. The hourly rates where applicable shall be charged at the department's current hourly rate.

A.	Final Inspections	
1.	Single-family residential	\$287.00
2.	All other permits	\$402.50
B.	All other extensions (more than final inspection):	
1.	Single family residential	\$402.50
2.	Temporary mobile home	\$207.00
3.	Temporary hardship mobile home	\$126.50
4.	All other building permits	\$828.00 plus hourly
C.	Mechanical permits:	
1.	Single Family residential	\$126.50
2.	Other permits final only	\$230.00
3.	Other permits full mechanical system inspection	20% of original permit fee
D.	Fire system permits:	
1.	Single family residential	\$143.75
2.	Final and correction inspections	\$230.00
3.	Full fire inspection	20% of original permit fee
E.	Sign permits	\$143.75
F.	Short plats	\$166.75
G.	Extensions of clearing permits:	
1.	Field monitoring or inspection of clearing residential site	\$189.75 plus hourly
2.	Field monitoring/inspection of clearing nonresidential site	\$379.50 plus hourly
H.	Extensions of grading permits:	
1.	Field monitoring or inspection of grading residential site — two-hour minimum	\$189.75 plus hourly
2.	Field monitoring or inspection of grading nonresidential site:	
a.	commercial, multifamily, and multilot sites — four-hour minimum	\$379.50 plus hourly
b.	industrial or mineral extraction sites:	\$862.50 plus hourly
I.	Right-of-way use permits	Hourly
J.	Conditional use permits	Hourly
K.	Variances	Hourly
L.	Shoreline permits	\$638.25 plus hourly

(Ord. 14683 § 50, 2003; Ord. 14683 § 27, 2003; Ord. 13332 § 48, 1998).

Note: Fee Increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.

(King County 3-2005)  
DEVELOPMENT PERMIT FEES

27.10.430 - 27.10.460

**27.10.430 General inspections.** A flat fee shall be charged to cover the costs of inspection services when buildings are damaged, require code compliance and verification, are being relocated or demolished.

A. Damage from fire, flood, earthquake, wind or other disasters	\$207.00
B. Minimum housing code	\$207.00
C. Relocation of structure	\$207.00
D. Demolition inspection	\$207.00

(Ord. 14683 § 28, 2003; Ord. 13332 § 49, 1998).

Note: Fee Increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.

**27.10.450 Mobile home fees.** A flat fee shall be charged to cover the costs associated with mobile home setup inspections.

A. Mobile home permit inspection	\$362.25
B. Temporary mobile home	\$287.50
C. Temporary mobile home/hardship	\$287.50
D. Noninsignia mobile home	\$287.50

(Ord. 14683 § 29, 2003; Ord. 13332 § 50, 1998).

Note: Fee Increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.

**27.10.460 Condominium conversion inspections.** Inspections of condominium conversions shall charge a fee to cover the costs of plan, code updates, monitoring of relocation assistance and other administrative requirements. The fees shall consist of a base fee of four hundred fourteen dollars plus an hourly fee based on the department's current hourly rate. (Ord. 14683 § 30, 2003; Ord. 13332 § 51, 1998).

Note: Fee Increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.

(King County 3-2005)  
FEES

27.10.500 - 27.10.550

**27.10.500 Supplemental inspection and reinspection.** Supplemental inspection and reinspection fees shall be charged if inspections are required in addition to what would normally be required. Supplemental inspection fees shall be hourly and reinspection fees shall be fixed.

A. Supplemental inspections: department's hourly rate with a minimum one and one-half hour charge.

B. Reinspections:

1. Residential

\$212.75

2. All other

\$460.00

(Ord. 14683 § 31, 2003; Ord. 13996 § 10, 2000; [Ord. 13664 § 11, 1999, repealed by Ord. 13996 § 13, 2000]; Ord. 13332 § 52, 1998).

Note: Fee Increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.

**27.10.510 Certification of compliance or completion.** Certificates of compliance or completion shall require a fixed fee to cover the administrative and clerical costs to the department of processing and issuing the certificate.

A. Temporary occupancy permit per building or tenant space \$327.35

B. Occupancy permit when more than one building per permit \$327.35

C. Occupancy permit for individual condominiums or other portions of building \$149.50

D. Letter of completion for shell construction when more than one building per permit \$327.35

(Ord. 14683 § 32, 2003; Ord. 13332 § 53, 1998).

Note: Fee Increases - January 1, 2004, and January 1, 2005: K.C.C. 27.02.067.

**27.10.550 Partial development - preissuance construction authorization (PICA) inspections.** A flat fee of nine hundred sixty-six dollars shall be charged for inspections of construction under partial development, preissuance construction authorization. (Ord. 14683 § 51, 2003; Ord. 14683 § 33, 2003; Ord. 13332 § 54, 1998).

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(King County 3-2005)

ZONING AND LAND USE PERMIT

27.36.030 - 27.36.040

**Chapter 27.36  
ZONING AND LAND USE PERMIT**

**Sections:**

- 27.36.030 Site-specific land use map amendment fee.
- 27.36.040 Site-specific shorelines redesignation fee.

**27.36.030 Site-specific land use map amendment fee.** Applicant generated site-specific land use map amendments shall be charged an application fee of one thousand five hundred dollars. If the amendment is implemented as part of the comprehensive plan amendment process, the application fee will be credited toward the zoning reclassification fee required pursuant to K.C.C. 27.36.020, provided that the application for zoning reclassification is filed with one year of the effective date of the land use map amendment. (Ord. 13147 § 35, 1998).

**27.36.040 Site-specific shorelines redesignation fee.** A site-specific shorelines redesignation, whether generated by an applicant or initiated by motion, is subject to application and review fees as provided in this title. The property owner shall be responsible for payment of the fees unless the council approves an appropriation ordinance to fund the review. If the property owner does not agree to payment of the fees, the redesignation shall not be processed. (Ord. 13687 § 8, 1999).

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(King County 3-2005)

## SCHOOL IMPACT FEES

27.44.010 - 27.44.100

Chapter 27.44  
SCHOOL IMPACT FEES

## Sections:

- 27.44.010 School impact fees.  
27.44.100 Severability.

**27.44.010 School impact fees.**

A. The following school impact fees shall be assessed for the indicated types of development:

SCHOOL DISTRICT	SINGLE FAMILY per dwelling unit	MULTIFAMILY per dwelling unit
Auburn, No. 408	\$5,657	\$1,229
Enumclaw, No. 216	0	0
Federal Way, No. 210	3,018	856
Fife, No. 417	3,629	586
Highline, No. 401	0	0
Issaquah, No. 411	6,136	1,264
Kent, No. 415	4,928	3,034
Lake Washington, No. 414	2,975	307
Northshore, No. 417	0	0
Riverview, No. 407	538	124
Snoqualmie Valley, No. 410	3,992	798
Tahoma, No. 409	0	0

B. The county's costs of administering the school impact fee program shall be sixty-five dollars per dwelling unit and shall be paid by the applicant to the county as part of the development application fee.

C. The school impact fees established in subsection A of this section take effect on January 1, 2007. (Ord. 15636 § 11, 2006: Ord. 15331 § 10, 2005: Ord. 15076 § 11, 2004: Ord. 14802 § 12, 2003: Ord. 14525 § 13, 2002: Ord. 14258 § 13, 2001: Ord. 14009 § 13, 2000: Ord. 13686 § 1, 1999: Ord. 13673 § 14, 1999: Ord. 13338 § 14, 1998: Ord. 12928 § 13, 1997: Ord. 12532 § 13, 1996: Ord. 12063 § 12, 1995: Ord. 11569 § 11, 1994: Ord. 11148 § 3, 1993: Ord. 11037 § 6, 1993: Ord. 10982 § 3, 1993: Ord. 10790 § 3, 1993: Ord. 10722 § 4, 1993: Ord. 10633 § 3, 1992: Ord. 10472 § 3, 1992: Ord. 10470 § 3, 1992: Ord. 10162 § 20, 1991: Ord. 10122 § 2, 1991).

**27.44.100 Severability.** Should any section, subsection, paragraph, sentence, clause or phrase of this chapter or its application to any person or circumstance be held to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remainder of the chapter or the application of the invalidated provision to other persons or circumstances. (Ord. 10470 § 4, 1992).

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(King County 12-2006)



**Chapter 27.46**  
**URBAN PLAN DEVELOPMENT PERMIT FEES**

**Sections:**

27.46.010 Urban plan development permit fees.

**27.46.010 Urban Plan Development permit fees.** Fees shall be assessed and collected to compensate King County for the review and monitoring of all urban plan development permit and associated applications when combined in a single coordinated review, pursuant to the provisions of K.C.C. Title 21A. Such fees compensate for preapplication review, application, and monitoring and compliance.

A. Preapplication fees. Preapplication fees shall compensate the department for preliminary review and evaluation of urban plan development permits and for advising the permit applicant prior to the submittal of a formal application for a permit. Preapplication fees shall be collected at the time preapplication review services are rendered and shall be an hourly charge at the department's current hourly rate.

B. Urban plan development permit application fees. Urban plan development application fees shall be an hourly fee to cover the costs of application intake, development of a scope of work and all work performed under the scope of work. A deposit shall be made at the time of application as a guarantee of work billed in arrears. The hourly fee shall be billed monthly. The scope of work shall include a complete description of the required reviews and products to be prepared by all affected county agencies, or contract agents for such agencies, specifying the amount and type of work task up to the final decision on the all urban plan development permit by the council. The scope of work shall be agreed upon in writing by the applicant and the department before starting any review work on the all urban plan development permit application.

C. Urban plan development monitoring and compliance fee. An hourly monitoring and compliance fee shall be collected to compensate the department for reviews, inspections, and project management activities associated with the approved all urban plan development permit. The fee will be used for determining, ensuring, and enforcing compliance with conditions placed on the all urban plan development or as required to maintain monitoring of specific conditions or compliance with other county code requirements. (Ord. 13332 § 62, 1998; Ord. 10662 § 37, 1992).

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(King County 3-2005)





# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
<b>SUBJECT:</b> <b>Resolution 08-524 authorizing the Mayor to execute a contract with Bitco Software, LLC for the purchase, installation and staff training in permit and business license tracking software</b>	<b>Agenda Date: July 10, 2008</b>		<b>AB08-071</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		<b>X</b>
	City Clerk – Brenda L. Streepy		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: <b>\$100,000.00</b>	Court – Kaaren Woods		
Fund Source: <b>YB Funding Agreement</b>	Comm. Development – Steve Pilcher	<b>X</b>	
Timeline: <b>Effective July 10, 2008</b>			
<b>Attachments: Resolution No. 08-524, proposed contract with Bitco Software, LLC</b>			
<p><b>SUMMARY STATEMENT:</b></p> <p>City staff currently does not have software to manage the land use, building permit or business license application review and approval process. With increased development and business activity anticipated with the potential lifting of the development moratorium later this year, it is important to have modern, efficient permit tracking software to effectively manage these processes and provide good customer service.</p> <p>Two months ago, a Request for Proposals was published. Three software providers responded with proposals. Permit Center and Finance staff, together with the IS Manager, visited other jurisdictions using the top two software systems. The staff consensus was that the Bitco Software product was the best fit for the City and its needs.</p> <p>The basic fee from Bitco is approx. \$99,500.00 (tax included). It may also be necessary to purchase an additional server at a cost of approx. \$3,000.00. Funding will be provided through the YarrowBay Funding Agreement.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION: None.</b>			
<b>RECOMMENDED ACTION: MOTION to adopt Resolution 08-524 authorizing the Mayor to execute a contract with Bitco Software, LLC to provide permit tracking software, including installation, configuration and staff training.</b>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
July 10, 2008			



**RESOLUTION NO. 08-524**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON,  
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT  
WITH BITCO SOFTWARE, LLC FOR THE PURCHASE,  
INSTALLATION, CONFIGURATION AND STAFF TRAINING  
IN PERMIT TRACKING SOFTWARE**

**WHEREAS**, the efficient tracking of land use applications, building and construction permits, and business licenses is most effectively accomplished with software systems specifically designed for that purpose; and

**WHEREAS**, a Request for Proposals was published, soliciting bids from software providers; and

**WHEREAS**, City staff has reviewed the submitted proposals, consulted and visited other jurisdictions using these programs and concluded that the proposal submitted by Bitco Software, LLC would best meet the City's needs; and

**WHEREAS**, funding for the software purchase, installation, configuration and staff training is available through the YarrowBay Funding Agreement; 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 a contract with Bitco Software, LLC for the purchase, installation, configuration and staff training in permit tracking software as contained 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 10TH DAY OF JULY, 2008.**

CITY OF BLACK DIAMOND:

---

Howard Botts, Mayor

Attest:

---

Brenda L. Streepy, City Clerk





# Bitco Software, LLC

## PROPRIETARY SOFTWARE LICENSE AGREEMENT

For City of Black Diamond, Washington

Subject to the provisions contained herein. Bitco Software, LLC ("Bitco Software") hereby grants to the City of Black Diamond, Washington ("Customer") a non-exclusive license to use the proprietary computer software products ("Licensed Program") and materials ("Licensed Materials") specified below.

### SOFTWARE

Bitco Software, will furnish one (1) copy of the Licensed Program to Customer in machine-readable object code form and provide one (1) copy of the Licensed Materials to Customer containing detailed specifications for the operation and use of the Licensed Program.

### PRODUCT LICENSE AND SERVICE FEES

-----	
PermitTrax™ Suite	
Software License Fee	\$15,000.00
Citizens Connect™	
Software License Fee	\$15,000.00
(See Schedule 1, Section A)	
-----	
Professional Services Fee	\$50,000.00
(See Schedule 1, Section B)	
-----	
Software Annual Maintenance Fee	\$7,300.00
Escrow Account Setup Fee	\$4,000.00
-----	
(See Schedule 1. Section C)	
-----	
<b>Total Fees Due &amp; Payable</b>	<b>\$91,300.00 + Tax</b>
	=====
-----	

## Bitco Software, LLC

### CUSTOMER INFORMATION

	City of Black Diamond, Washington
Customer Name:	-----
Address:	Community Development
	-----
	24301 Roberts Drive
	Black Diamond, Washington 98010
	-----
Attention:	Amy Donlan
	-----
Telephone Number:	(360) 886-2560
	-----
	-----
Customer's Designated Site	
Designated Site:	Community Development
	-----
	-----
	-----
Address:	24301 Roberts Drive
	Black Diamond, Washington 98010
	-----
	-----
	-----
Billing Address:	Same as above PO Box 599
	-----
Attention:	-----
Telephone:	-----
	-----
	-----
Shipping Address:	Same as above
	-----
(If different from above)	-----
	-----
	-----
Attention:	-----
	-----

# Bitco Software, LLC

## PROPRIETARY SOFTWARE LICENSE AGREEMENT

Bitco Software, LLC

### TERMS AND CONDITIONS

1. LICENSE. Bitco Software hereby grants to Customer a non-exclusive, non-transferable license (the "License") to use the Licensed Program and Licensed Materials on the Designated Site, identified on Page 2 of this Agreement, subject to the terms and conditions contained herein. The term of this license is perpetual, commencing upon acceptance of this Agreement by Bitco Software.

This Agreement, the Licensed Program and Licensed Materials, to which it applies, may not be assigned, sub licensed, or transferred by the Customer without prior written consent from Bitco Software, which will not be unreasonably withheld nor delayed.

2. USE. Bitco Software, shall be responsible for the delivery of the Licensed Program(s) together with the documentation. The Customer shall be exclusively responsible for the supervision, management and control of its use of the Licensed Program(s), including without limitation; (i) assuring proper machine configurations, audit controls and operating methods; (ii) establishing adequate backup plans, based on alternative procedures and access to qualified programming personnel; and (iii) implementing sufficient recovery procedures and checkpoints to satisfy its requirements for security and accuracy of input, as well as, system restart and recovery in the event of a malfunction.

The Licensed Program and Licensed Materials may be used only in the furtherance of the internal operations of the Customer, its sub agencies and commissions or its wholly owned or majority owned subsidiaries. In no event shall the Licensed Program be used to process information by or for the benefit of third parties.

The Customer may, from time to time, change the Designated Site and/or the location thereof to any computer site of the Customer or a subsidiary, provided that in each case the Customer gives timely written notice thereof to Bitco Software, LLC. During the term of this Agreement, and at any given time, the Customer is authorized to use the Licensed Program on only one (1) of the Customer's computers and intended backup computer.

The Customer may not copy or otherwise reproduce the Licensed Program, or any part thereof (except such copying, strictly limited in number, as is essential for system backup, testing, maintenance or recovery purposes). The Customer may reproduce the Licensed Materials solely for its own internal use provided that all titles, trademarks, trade names, copyright notices, and other proprietary notices of Bitco Software, are retained.

3. CONFIDENTIALITY. The ideas and the expressions hereof contained in the Licensed Program and Licensed Materials are confidential, proprietary information and trade secrets that the Customer will receive in confidence unless and only to the limited extent required by Washington state statues governing the release of public records. The Customer shall not in any manner or form disclose, provide or otherwise make available, in whole or in part, any Licensed Program and/or Licensed Material to any third parties except for Customer's employees and consultants who are bound by appropriate non-

## Bitco Software, LLC

disclosures. The obligations expressed within this Section 3 shall survive termination of this Agreement.

The Parties acknowledge and agree that all Parties' information that is marked "Confidential", except as specified below, that comes to be known by reason of work under this Agreement, is confidential to each Party and will not be disclosed to unauthorized third parties. The Parties will use the same standard of care, and will bind their employees, agents or representatives to such standard, to prevent disclosure of such confidential information as each uses to protect its own confidential information and trade secrets. Information received by either Party under this Agreement will not be considered confidential if the information: (a) is not marked "Confidential"; (b) is known to the other Party or is in the other Party's possession at the time of executing this Agreement; (c) is in the public domain at the time of disclosure; (d) is independently developed by the other Party; or (e) is disclosed to the other Party by a third party with written approval of the first Party.

The obligations expressed within this Section 3 shall survive termination of this Agreement.

4. WARRANTIES. Bitco Software warrants that (i) it may lawfully grant the license, (ii) neither the Licensed Program or Licensed Materials, or the use thereof within the scope of the License, infringes a patent or copyright or is claimed to be a trade secret of any person who has not consented to the granting of the License, (iii) at the time of installation, and for so long thereafter as Customer pays Maintenance Fees hereunder, the Licensed Program, will conform to applicable printed documentation (i.e., all Licensed Materials, including User Guides and Reference Manuals) delivered by Bitco Software to the Customer; (iv) neither the Licensed Program nor the Licensed Materials contain any virus, time bomb mechanism or other software or code that can disable or adversely affect any and all of the Licensed Program or the Licensed Materials or destroy any data or other software; and (v) both the Licensed Program and the Licensed Materials are Year 2000 Compliant. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. No employee or agent of Bitco Software is authorized to give a greater or different warranty.

5. INDEMNIFICATION. Bitco Software, at its own expense, will defend and indemnify against any action brought against the Customer based on a claim that any Licensed Program infringed a United States patent, copyright or trademark provided that (i) Bitco Software, shall be notified promptly in writing by the Customer of any notice of such claim; (ii) Bitco Software, shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; and (iii) the Customer shall permit Bitco Software, at Bitco Software, option and expense, either to procure for the Customer the right to continue using the Licensed Program or modify the Licensed Program so that it becomes non-infringing.

6. LIABILITY. Except as provided for in Section 5 above, Bitco Software, liability for damages to the Customer for any cause whatsoever, and regardless of the form of action, shall be limited to the License Fees paid by the Customer hereunder with respect to the affected Licensed Program. In no event will Bitco Software, be liable for any lost profits, goodwill, or other consequential, special or indirect damages suffered by the Customer in connection with or arising from the performance of the Licensed Program, even if Bitco Software,

## Bitco Software, LLC

has been advised of the possibility of such damages or for any claim against the Customer by any other party.

7. MAINTENANCE PLAN. Upon due and punctual payment of the applicable Maintenance Fees, the Customer shall receive:

New Releases: From time to time Bitco Software, may issue modified or enhanced versions of the Licensed Program, herein referred to as a "New Release", and will provide the Customer with one (1) complete copy of such New Release and one (1) copy of the documentation updates. Following shipment of the New Release materials, the previous release shall remain "current". for purposes hereof, for a period of six (6) months: thereafter only the New Release will be current. New Releases will only be issued to Customers who have a current Maintenance Plan in effect. Bitco Software, shall have no obligation hereunder to furnish the Customer with separately priced components to a Licensed Program or Licensed Materials except as explicitly described in this License Agreement, unless Customer has entered into an additional License Agreement for such separately priced components. Bitco Software, LLC shall continue to provide maintenance to the Licensed Program so long as it continues to make the Licensed Program commercially available.

Service: Upon receipt of written notice (e-mail acceptable) from the Customer specifying failures or errors found in a Licensed Program, and upon receipt of such additional information as Bitco Software, may request, Bitco Software, will act in an expeditious manner to correct defects in the current release of such Licensed Program, as long as it has not been substantially altered by Customer. Bitco Software, will provide telephone support services during normal business hours. Monday through Friday (9:30 AM - 5:00 PM, Pacific Standard Time). Bitco Software, is not obligated to perform investigation and/or correction of defects found by Bitco Software, to be in other than a current release, which has not been substantially altered by the Customer.

The Maintenance Plan shall be automatically renewed on an annual basis and the Customer shall pay therefore according to the then current Maintenance Fee, unless the Customer elects to cancel the annual renewal of the Maintenance Plan, effective upon any anniversary date of the commencement of the Maintenance Plan, by providing written notice to Bitco Software, no less than thirty (30) days prior to such anniversary date. Bitco Software, shall deliver to Customer an invoice no less than sixty (60) days prior to such anniversary date. Such invoice shall be due and payable within 60 days. Customer may elect at the execution of this Agreement, or upon any anniversary date hereof, to purchase a Multi-Year Maintenance Plan by paying in advance to Bitco Software, LLC maintenance fees for two or more years and receiving a maintenance prepayment discount of 10% (ten percent).

Bitco Software, in its sole discretion, shall establish Maintenance Fees payable under this Section. Notwithstanding the above, for the first three years after contract execution, the annual Maintenance Fees shall not be increased. For years thereafter, any Maintenance Fee increases shall be limited to the percent change in the U.S. Department of Labor Consumer Price Index for the calendar year prior to the renewal date of the Maintenance Plan.

8. PAYMENT. All Product License and Services Fees outlined on Page 1 of this Agreement are due and payable as described in Schedule 1, Section D ("Payment Terms"). All other fees and charges hereunder are due and payable in full upon receipt of Bitco Software, invoice by Customer. There shall be added to all charges hereunder (i) all reasonable shipping, handling, travel and other ?

## Bitco Software, LLC

reasonable out-of-pocket expenses incurred by Bitco Software, in connection with this Agreement or its performance; and (ii) amounts equal to any taxes paid or payable by Bitco Software, however designated, levied, or based on this Agreement, or on any Licensed Program or Licensed Materials, its charges or its use, including without limitation, any value-added, royalty, federal, state or local sales, use, and property taxes, and any taxes or amounts in lieu thereof, exclusive, however, of taxes based on the net income of Bitco Software. Customer will be charged interest at the rate of one and one-half percent (1-1/2%) per month on all sums hereunder which remain unpaid thirty (30) days after due, with such interest to commence on the due date.

9. GENERAL. The Customer acknowledges that he has read this Agreement, understands it and agrees to be bound by all terms and conditions hereof. All subsequent modifications, amendments, and waivers to this Agreement must be by written instrument, executed by authorized representatives of the parties hereto. In the event that any provision under this Agreement shall be deemed illegal or otherwise unenforceable by any applicable statute or rule of law, such provision shall be omitted and the entire Agreement shall not fail on account thereof and the remainder of the Agreement shall continue in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of any other provision hereof. Bitco Software, LLC shall not be liable for delay or failure to perform its obligations herein set forth if such delay or failure is due to any cause or condition beyond its reasonable control. This Agreement shall be binding upon and inure to the benefit of any successor of the Customer, who, whether by merger, purchase, or otherwise, acquires all or substantially all of the assets or business of the Customer.

Both parties agree that neither party shall solicit or hire the other party's employees involved directly in the relationship established by this Agreement as an employee or as a consultant in the same geographical region. This provision shall remain in effect until one (1) year has passed since the date the last services were provided by Bitco Software to Customer. Both parties recognize that their employees are valuable resources whose loss may be damaging to their respective businesses, and therefore, violation of this restriction shall result in the violating party making an immediate restitution payment of \$250,000 to the other, payable within 30 days of the start date of the hired employee or consultant.

All notices and other communications hereunder shall be by written instrument and shall be deemed given upon certified mailing with return receipt, addressed to the party to be notified at the address set forth on Page 2 of this Agreement, or to Bitco Software LLC.

This Agreement is governed and construed by the laws of the State of Washington.

This Agreement, including all Addenda, attached hereto, represents the complete and exclusive statement of the agreements between the parties and supersedes all prior agreements and representations between them. In the event of conflict between general Terms and Conditions, Schedule 1 and the Addenda, the following order of precedence shall apply: Schedule 1, Addenda, Terms and Conditions. This Agreement is binding upon the parties upon execution by Customer and acceptance by Bitco Software.

## Bitco Software, LLC

Accepted By:

City of Black Diamond, WA

Bitco Software, LLC

By:

By:

(Authorized Signature)

(Authorized Signature)

Cory Jorgensen, President

(Name and Title)

(Name and Title)

(Date)

(Date)



# Bitco Software, LLC

## PROPRIETARY SOFTWARE LICENSE AGREEMENT

Bitco Software, LLC

### SCHEDULE 1

City of Black Diamond, WA

#### Product Pricing, Configuration and Service Schedule

A.	Licensed Program(s): -----	License Fee -----
	Application: PermitTrax™ Suite Database: SQL Server Licensed number of Users: Unlimited	\$15,000.00
	Application: Citizens Connect™ Database: SQL Server Licensed number of Users: Unlimited	\$15,000.00
	<b>Total License Fees (after all applicable discounts):</b>	<b>\$30,000.00</b>

Note that the Customer is fully responsible for providing the relational database management software and other third party software and systems required for the operation of the Bitco Software, system.

#### B. Professional Services:

##### Implementation

Bitco Software agrees to design and implement new consoles for client until go-live. This includes Document Design, Scripting and Data Entry.

##### Data Conversion

Bitco Software Agrees to provide data conversions that will import data into the application. This includes an Assessor conversion of parcel and address data.

##### Reports

Bitco Software agrees to provide custom reports where canned reports will not meet the needs of the client.

After the completion of these professional services and customer goes LIVE, all Professional Services will be at then-current-hourly rate.

Below are Estimated Milestones of Professional Services:

Contract Execution through Week 3:



## Bitco Software, LLC

Information gathering by Bitco Software for Implementation, Data Conversion, Reports and Financial Link.

Week 4 through Week 8:

Data Conversion Delivered to Client for Review and sign off at end of week 8.

Week 9 through Week 12:

Console Designs, Documents and Scripting for Review and sign off at end of week 12.

Week 13 through Week 16:

Testing by Client, Custom Reports, Final Changes, Installation of Citizens Connect and Testing and Changes and Training. After Week 16, Set a GO Live Date with Client.

Data Conversion Fee:	\$10,000.00
Implementation Fee:	\$40,000.00

**Total Professional Services (after all applicable discounts): \$50,000.00**

C. Software Maintenance Fee:

Application: PermitTrax™ Suite	
Annual Maintenance Fee W/Escrow Account	\$6,100.00

Application: Citizens Connect™	
Annual Maintenance Fee W/Escrow Account	\$1,200.00

Escrow Account Setup Fee (1 Time Fee)	\$4,000.00
---------------------------------------	------------

**Total Maintenance Fees (after all applicable discounts): \$11,300.00**

Customer hereby purchases, as part of this Agreement, Software Maintenance Plan, commencing upon delivery of the Licensed Program to Customer and extending for a term of one (1) year. Customer will pay a software maintenance fee equal to (\$11,300) for this Software Maintenance Plan.

D. Payment Terms:

Due and payable upon contract execution:

PermitTrax™ Suite License	\$15,000.00
Escrow Account Setup Fee (1 Time Fee)	\$4,000.00
Annual Maintenance Fee W/Escrow Account	\$7,300.00
50% Data Conversion Fee	\$5,000.00
50% Implementation Fee	\$20,000.00
	-----
Total:	\$51,300.00 + Tax

Due and payable upon testing phase:

## Bitco Software, LLC

Citizens Connect™ License	\$15,000.00
	-----
Total:	\$15,000.00 + Tax

Due and payable upon Go LIVE:

50% Data Conversion Fee	\$5,000.00
50% Implementation Fee	\$20,000.00
	-----
Total:	\$25,000.00 + Tax

Payments for GO LIVE fees are due upon acceptance by the Customer as operational and meeting the terms of this agreement such acceptance shall not be unreasonably withheld.

E. License Fee Basis:

Customer acknowledges that the License Fees described herein are based on the number of IIS Servers of the Licensed Program. The license fee described herein is based on an unlimited number of users.

Accepted By:

City of Black Diamond, WA  
-----

Bitco Software, LLC  
-----

By:  
-----  
(Authorized Signature)

By:  
-----  
(Authorized Signature)

-----  
(Name and Title)

Cory Jorgensen, President

-----  
(Name and Title)

-----  
(Date)

-----  
(Date)

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Resolution No. 08-525, authorizing the purchase of a new generator from EC Power Systems</b>	<b>Agenda Date: July 10, 2008</b>		<b>AB08-072</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		<b>X</b>
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson	<b>X</b>	
	Police – Jamey Kiblinger		
Cost Impact: \$40,712.50	Court – Kaaren Woods		
Fund Source: Funding Agreement			
Timeline: ASAP			
<b>Attachments: Resolution No. 08-525, Bid Proposal</b>			
<b>SUMMARY STATEMENT:</b>  Adoption of this Resolution would accept and authorize the purchase of a new generator for the modular buildings on Roberts Drive. All costs associated for the purchase of this generator will be paid through the funding agreement.			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>  			
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 08-525, authorizing the purchase of a generator from EC Power Systems under State Contract No. 06605 for the amount of \$40,712.50.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
July 10, 2008			



**RESOLUTION NO. 08-525**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE PURCHASE OF A NEW GENERATOR  
FROM EC POWER SYSTEMS**

**WHEREAS**, the City received a proposal from EC Power Systems for a 150 KW generator, and;

**WHEREAS**, EC Power Systems is an authorized vendor on the State Contract No. 06605, and

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

**Section 1.** The City Council of the City of Black Diamond hereby authorizes the purchase of a new 150 KW generator from EC Power Systems for an amount not to exceed \$40,712.50 per bid proposal, as attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 10TH DAY OF JULY, 2008.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Howard Botts, Mayor

Attest:

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



# EC POWER SYSTEMS PROPOSAL







## POWER SYSTEMS

3104 C St NE Ste #200 Auburn WA 98002

dennisj@e-c-co.com

(Phone) 206-436-6019

(Fax) 253-872-6947

www.ecpower.com

### Proposal For Back-up Power 150 kW

August 31, 2007

Kevin  
City of Black Diamond  
25510 Lawson St Black Diamond WA 98010  
253-261-0594 (Phone)  
360-886-2901 (Fax)  
bdboat@aol.com

EC Power Systems submits the following proposal for the project: Back-up Power 150 kW

#### KATOLIGHT MODEL: (Qty - 1) - D150FGJ4T3

(File # 102 / Catalog #: 70020715)

GENERATOR: 150 kW, 150 kVA

VOLTAGE: 120/240 ACV 1-Phase 12 Wire (G)

ENGINE: John Deere 6068HF285, 60 Hz Diesel, 1800 RPM

\$ 21,145.00

#### Standard Features Included:

Steel Sub Base, Battery Cables, Battery Box, Flex Fuel Connector, Oil Drain Extension, Lube Oil and Anti-freeze

Standard in State Contract

#### Selected Model Features Included:

Isochronous Governor +/- 25%  
2 (Two) Year / 3000 Hour Basic Standby Limited Warranty  
UL2200

Standard in State Contract

#### CONTROL PANEL: KDGC 500

Standard in State Contract

Katolight Digital Genset Controller (KDGC-500) utilizes microprocessor based technology to provide a versatile system for genset control, protection and monitoring

The KDGC-500 is equipped with a microprocessor based, flash memory, displays 18 engine/generator parameters, has user programmable analog sender inputs for oil pressure, coolant temperature and fuel level, controls engine starting and stopping, programmable alarms and pre-alarms.

NFPA-110 level 1 compatible, (3) programmable inputs, (2) programmable outputs, remote annunciation via 2-wire communications, UL listed and CSA certified

#### Included Accessories

Emergency Stop Button - KDGC 500

\$ 75.00

Engine Fail Relay

\$ 48.75

Engine Run Relay

\$ 48.75

ANNUNCIATOR: KRDP-110 Surface Mounted Annunciator

\$ 416.25

ENCLOSURE: Weather Proof

\$ 4395.00



COPY OF STATE CONTRACT NUMBER  
06605



## CONTRACT RESULT

Contract No: 06605

Generator Sets, Service, And Equipment

■ **Description:** Generator Sets, Service, And Equipment

■ **State Procurement Officer Information:**

Name: KENNETH WOODFORK

Phone: (360) 902-7422

Email: kwoodfo@ga.wa.gov

■ **Available Documents:**

■ Current contract information (CCI) -- Contract details. (MSWord format)

■ Contract history -- Changes in contract since it was first awarded. (HTML format)

■ Contract Price Sheet: - File size: 114kb (MSExcel format)

■ **Contract vendors:** (in alphabetical order)

**BOWERS MACHINE COMPANY**

Website: <http://www.bowerspower.com>

**EC COMPANY**

Website: <http://www.ecpower.com>

**N C POWER SYSTEMS CO.**

Website: <http://www.ncpowersystems.com>

**PACIFIC POWER PRODUCTS**

Website: <http://www.pacificdda.com>

**ROGERS MACHINERY COMPANY, INC.**

Website: <http://www.rogers-machinery.com>

Return to the State Contracts Main Menu.



# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Resolution No. 08-526, authorizing the Mayor to execute amendment #1 to the Purchase Agreement with O'Bryon and Associates</b>	<b>Agenda Date: July 10 2008</b>		<b>AB08-073</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		<b>X</b>
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson	<b>X</b>	
	Police –Jamey kiblinger		
Timeline:	Court – Kaaren Woods		
Cost Impact:			
Fund Source: funding agreement			
<b>Attachments: Resolution No. 08-526, Quotation, Amendment #1</b>			
<p>Recently the City entered into an agreement with O'Bryon &amp; Associates for furniture for the Community Development building and the current City Hall offices. Now with the new lease of the old Library for City Hall offices we need to order additional furniture to outfit that space. Authorization of this amendment allows staff to order at the current contract price.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: <b>MOTION to adopt Resolution No. 08-526, authorizing the Mayor to execute amendment #1 to the Purchase Agreement with O'Bryon and Associates.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
July 10, 2008			





**RESOLUTION NO. 08-526**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT  
#1 TO THE PURCHASE AGREEMENT BETWEEN  
O' BRYON & ASSOCIATES AND THE CITY OF BLACK  
DIAMOND**

**WHEREAS**, the City of Black Diamond has determined the need for additional furniture for the new office space recently leased to relocate the City Hall offices.

**WHEREAS**, O'Bryon and Associates has a current contract with the City and is willing and able to provide furniture at set prices from their current contract that allowed the City to add on to the contract at the same price.

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

**Section 1.** The Mayor is authorized to execute Amendment #1 to the Purchase Agreement with O'Bryon and Associates as contained in form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 10TH DAY OF JULY, 2008.**

CITY OF BLACK DIAMOND:

---

Howard Botts, Mayor

Attest:

---

Brenda L. Streepy, City Clerk



**Amendment #1 to Purchase Agreement Between O'Bryon and Associates and the  
City of Black Diamond**

This Purchase Agreement Amendment is dated July 10, 2008 and is entered into by and between:

CITY OF BLACK DIAMOND, WASHINGTON (the "City")  
24301 Roberts Drive  
Black Diamond, WA 98010  
Contact: Andrew Williamosn  
Phone: 360-886-2560 Fax : 360-886-2592

and

O'Bryon and Associates ("Vendor")  
PO Box 245  
Redmond, WA 98073  
Contact: Patrick O'Bryon  
Phone: 425-861-1330 Fax: 425-867-8958

This amendment is entered into in accordance with the provisions of paragraph 7 of the agreement entitled City of Black Diamond Purchase Agreement dated June 19, 2008, the terms of said agreement being incorporated herein as if set forth in full. The furniture being purchased by this Amendment #1 is attached hereto as Exhibit A, for a price of \$47,488.68, which includes sales tax.

CITY OF BLACK DIAMOND

VENDOR

By: \_\_\_\_\_  
Howard Botts  
Its: Mayor

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

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

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

Attest:

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



oba

O'BRYON & ASSOCIATES  
po box 245  
redmond, wa 98073  
425.861.1330

## Quotation

Estimate #

3147

## Customer

City of Black Diamond  
Andrew Williamson  
24301 Roberts Drive  
PO Box 599  
Black Diamond, WA 98010

## Ship To

Date	Terms	Rep
6/20/2008	Net 10	

Item	Description	Unit Price	Quantity	Total
Trendway	Filing as shown on drawing	6,696.00	1	6,696.00T
4HD435000	4 Drawer Lateral Fire File by Schwab 43" wide Finish is Black pricing includes delivery and installation	3,421.20	1	3,421.20T
Trendway	Section A 7' x 8' cubicle as drawn to include a 84" High Panels for the Office in the Corner by the Street with a door	3,086.40	3	9,259.20T
Trendway	Section B 30" x 72" Bullet Table Desk with a 24" x 42" Bridge and Credenza that is 24" x 120" with 5ea. File/File pedestals all keyed different	2,219.27	1	2,219.27T
Trendway	Section C Reception area with 2 cubicles including the wall with door	6,227.87	1	6,227.87T
Trendway	Section E IT Area As Drawn to include a 30" x 84" work surface at 36" H	4,065.98	1	4,065.98T
Trendway	Private Offices with a Doors as Drawn	1,962.65	2	3,925.30T
FS11E3CK07AB3D7	Free Style with Height Adjustable and Pivoting Arms Connect Black Upholstery	220.80	7	1,545.60T
5214	Sit On It Freelance Chair Grade2 Fabric Black	170.40	6	1,022.40T
Fuel Surcharge	fuel Surcharge for the entire project	725.25	1	725.25T
		<b>Subtotal</b>		
		<b>Sales Tax (8.6%)</b>		
		<b>Total</b>		

Signature \_\_\_\_\_



oba

O'BRYON & ASSOCIATES  
po box 245  
redmond, wa 98073  
425.861.1330

# Quotation

Estimate #

3147

Customer

City of Black Diamond  
Andrew Williamson  
24301 Roberts Drive  
PO Box 599  
Black Diamond, WA 98010

Ship To

Date	Terms	Rep
6/20/2008	Net 10	

Item	Description	Unit Price	Quantity	Total
Delivery and Installation	Delivery and Set Up to be performed during normal business hours Space must be free and clear for installers	41.25	112	4,620.00T
		<b>Subtotal</b>		\$43,728.07
		<b>Sales Tax (8.6%)</b>		\$3,760.61
		<b>Total</b>		\$47,488.68

Signature \_\_\_\_\_





# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Resolution No. 08-527, authorizing the Mayor to sign a Grant Agreement with King County for the City's boat launch facility</b>	<b>Agenda Date: July 10, 2008</b>		<b>AB08-074</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		X
	City Clerk – Brenda L. Streepy		X
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: \$50,000	Court – Kaaren Woods		
Fund Source: Grant	Natural Resources – Aaron Nix	X	
Timeline: Close-out July 09			
<b>Attachments: Resolution No. 08-527, Grant Agreement</b>			
<b>SUMMARY STATEMENT:</b>  <p>The City is a recipient of a \$50,000 grant from the Capital Planning and Development Section from King County. The money will be utilized to develop a concept design for an enhancement to the Lake Sawyer Boat Launching Facility and to create additional parking stalls at the west end of the facility. Conceptual design for the boat launch should be completed by July 2009 and the parking area constructed by the end of summer 2008.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>  			
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 08-527, authorizing the Mayor to execute a Grant Agreement with King County for concept design for the Lake Sawyer boat launch facility.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
July 10, 2008			



**RESOLUTION NO. 08-527**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO SIGN A GRANT  
AGREEMENT WITH THE CAPITAL PLANNING AND  
DEVELOPMENT SECTION OF KING COUNTY, WA FOR  
PROFESSIONAL SERVICES IN THE CONCEPT DESIGN  
FOR ENHANCING THE LAKE SAWYER BOAT LAUNCH  
FACILITY**

**WHEREAS**, the City of Black Diamond's boat launch facility on Lake Sawyer is in need of repair in order to provide continued boating access for property owners and visitors to the lake; and

**WHEREAS**, the City of Black Diamond is a recipient of a grant from the Capital Planning and Development Section of King County, WA in the sum of \$50,000; and

**WHEREAS**, the City of Black Diamond will utilize these funds in the development of a concept plan utilizing a sub consultant to improve and upgrade the facility; and

**WHEREAS**, the City Attorney and staff have reviewed the Grant Agreement included in Attachment A of this document and concur with the conditions placed on this Grant Agreement

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

**Section 1.** The Mayor is authorized to sign the Grant Agreement with the Capital Planning and Development Section of King County, WA for the sum of \$50,000 to be utilized towards the development of a concept design in upgrading the current boat launch facility located on Lake Sawyer in the City of Black Diamond as attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 10TH DAY OF JULY, 2008.**

CITY OF BLACK DIAMOND:

---

Howard Botts, Mayor

Attest:

---

Brenda L. Streepy, City Clerk





King County

King County Contract No. D36670D  
Federal Taxpayer ID No. 91-6026294

Department/Division Department of Executive Services / Facilities Management Division  
Agency City of Black Diamond  
Project Title Lake Sawyer Boat Launch  
Contract Amount \$ 50,000 Fund Code 316703  
Contract Period From: July 1, 2008 To July 31, 2009

**KING COUNTY SPECIAL PROJECTS CONTRACT - 2008**

THIS CONTRACT is entered into by KING COUNTY (the "County"), and the City of Black Diamond (the "Agency"), whose address is 25510 Lawson Street, Black Diamond WA 98010.  
24301 Roberts Drive,

WHEREAS, the County has been advised that the following are the current funding sources, funding levels, and effective dates:

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
COUNTY	\$50,000	July 1, 2008 - July 31, 2009
FEDERAL Federal Catalogue No.		-
STATE		-
TOTAL		-

WHEREAS, the County desires to have certain services performed by the Agency as described in this Contract, and as authorized by Ordinance No.; 15652

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

**This form is available in alternate formats upon request for persons with disabilities.**



I. **EXHIBITS**

The Agency shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

<input checked="" type="checkbox"/>	Scope of Services	Attached hereto as Exhibit I
<input checked="" type="checkbox"/>	Certificates of Insurance/Endorsements	Attached hereto as Exhibit II
<input checked="" type="checkbox"/>	504 ADA Assurance of Compliance	Attached hereto as Exhibit III
<input checked="" type="checkbox"/>	Personnel Inventory Report (KCC 12.16)	Attached hereto as Exhibit IV
<input checked="" type="checkbox"/>	Affidavit and Certif. Of Compliance (KCC 12.16)	Attached hereto as Exhibit V
<input checked="" type="checkbox"/>	IRS W-9 Form	Attached hereto as Exhibit VI

II. **DURATION OF CONTRACT**

This Contract shall commence on the 1<sup>st</sup> day of July 2008, and shall terminate on the 31<sup>st</sup> day of July 2009, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

III. **COMPENSATION AND METHOD OF PAYMENT**

The County shall reimburse the Agency for satisfactory completion of the terms and conditions found in this Contract and its attached Exhibits. The method and timing of the County's payment to the Agency is specified in the Exhibits.

IV. **INTERNAL CONTROL AND ACCOUNTING SYSTEM**

The Agency shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, financial and governmental reporting standards as prescribed by the appropriate accounting standards board.

V. **AUDITS**

- A. The Agency shall provide the County with a copy of its IRS Form 990 (Return of Organization Exempt from Tax) when requested.
- B. The Agency shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of generally accepted auditing standards; Government Accountability Office Standards for Audits of Governmental Organizations, Programs, Activities, and Functions; and Office of Management and Budget Circulars A-21, A-87, A-102, A-122, and A-133, as amended, and as applicable. The County in its sole discretion may waive some or all of these requirements upon the written request of the agency. The Agency shall provide to the County a copy of the audit report, including any management letter or official correspondence submitted by the auditor, its response and corrective action plan for all findings and reportable conditions contained in its audit. These documents shall be submitted no later than six months subsequent to the end of the Agency's fiscal year.
- C. Additional federal and/or state audit or review requirements may be imposed on the County and the Agency shall be required to comply with any such requirements.





## **VI. EVALUATIONS, RECORDS AND INSPECTIONS**

- A. The Agency shall provide right of access to its facilities, including those of any subcontractor, to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County shall give advance notice to the Agency in the case of an audit to be conducted by the County.
- B. The Agency shall maintain accounts and records, including personnel, property, financial, programmatic records, and other such records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. If state funding is awarded in conjunction with this project, these records shall be maintained for a period of six years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14, or unless a longer retention period is required by law. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review, or audit by the County during the performance of this Contract.
- C. Agency agrees to cooperate with the County or its agent in the evaluation of Agency's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.17.

## **VII. CORRECTIVE ACTION**

If the County determines that a breach of contract has occurred, that is, the Agency has failed to comply with any terms or conditions of this Contract or the Agency has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure shall apply:

- A. The County shall notify the Agency in writing of the nature of the breach;
- B. The Agency shall respond in writing no later than ten working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than 30 days from the date of the Agency's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County shall notify the Agency in writing of the County's determination as to the sufficiency of the Agency's corrective action plan. The County shall have sole discretion in determining the sufficiency of the Agency's corrective action plan;
- D. In the event that the Agency does not respond within the appropriate time with a corrective action plan, or the Agency's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IX;



- E. In addition, the County may withhold any payment owed the Agency or prohibit the Agency from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IX.

#### **VIII. ASSIGNMENT/SUBCONTRACTING**

- A. The Agency shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Agency not less than 15 days prior to the date of any proposed assignment or subcontract.
- B. "Subcontract" shall mean any agreement between the Agency and a subcontractor or subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

#### **IX. TERMINATION**

- A. This Contract may be terminated by the County without cause, in whole or in part, prior to the date specified in Section II, by providing the Agency 30 days advance written notice of the termination.
- B. The County may terminate this Contract, in whole or in part, upon seven days advance written notice in the event: (1) the Agency materially breaches any duty, obligation, or service required pursuant to this Contract; or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.
- C. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in this Contract and its attached Exhibits, the County may, upon written notification to the Agency, terminate this Contract in whole or in part. Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract shall terminate at the close of the current appropriation year.
- D. The Agency may terminate this Contract upon seven days written notice, should the County commit any material breach of this Contract.
- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

#### **X. FUTURE SUPPORT**

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Contract.

#### **XI. HOLD HARMLESS AND INDEMNIFICATION**

- A. In providing services under this Contract, the Agency is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for



any purpose. The Agency shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Agency, its employees, and/or others by reason of this Contract. The Agency shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Agency's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Agency of work, services, materials, or supplies by Agency employees or other suppliers in connection with or support of the performance of this Contract.

- B. The Agency further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Agency, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract or the Termination sections.
- C. The Agency shall protect, defend, indemnify and save harmless the County, its officers, officials, employees and agents from any and all costs, claims, judgments and/or awards of damages, arising out of or in any way resulting from the activities associated with this Contract, by the Agency, its employees, representatives, volunteers and/or agents. The Agency agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Agency, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any costs including attorneys' fees to enforce the provisions of this article, all such costs and fees shall be recoverable from the Agency.
- D. To the extent that an Agency subcontractor fails to satisfy its obligation to defend and indemnify the County as detailed in Section XV.B. of this Contract, the Agency shall protect, defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards or damages arising out of, or in any way resulting from, the negligent act or omissions of the Agency's subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract.

## **XII. INSURANCE**

- A. By the date of execution of this Contract, the Agency shall, for the duration of this Contract, procure, maintain and provide evidence of coverage including the additional insured endorsement, for the applicable insurance required as outlined below.
  - 1. General Liability: Coverage shall be at least as broad as Insurance Services Office form number (CG 00 01) Commercial General Liability, in the amount



- B. The Agency shall be responsible for all such equipment, including the proper care and maintenance.
- C. The Agency shall ensure that all such equipment shall be returned to the appropriate government agency, whether federal, state or County upon written request of the County.
- D. The Agency shall admit County staff to the Agency's premises for the purpose of marking such property with appropriate government property tags.
- E. The Agency shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment purchased with Contract identified funds.

## **NOTICES**

Whenever this Contract requires that notice be provided by one party to another, such notice shall be in writing and directed to the chief executive officer of the Agency and the director of the County department specified on page one of this Contract.

## **I. CONTRACT AMENDMENTS**

Either party may request changes to this Contract. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this Contract.

## **II. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY**

The Agency shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than 15 percent higher than the cost of non-recycled paper, the Agency may notify the Contract Administrator, who may waive the recycled paper requirement. The Agency shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical at the fulfillment of this Contract.

## **III. ENTIRE CONTRACT/WAIVER OF DEFAULT**

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

## **IV. SERVICES PROVIDED IN ACCORDANCE WITH LAW AND RULE AND REGULATION**

The Agency and any subcontractor(s) agree to abide by the terms of the Revised Code of Washington, rules and regulations promulgated thereunder, and the DSHS and County Agreement on General Terms and Conditions between the Department of Social and Health Services and King County, as amended, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.





In the event of a conflict between any of the language contained in any exhibit or any attachment to this Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

**XXV. CONFIDENTIALITY**

The Agency agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

**XXVI. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996**

Terms used in this section shall have the same meaning as those terms in the Privacy Rule, 45 Code of Federal Regulations (CFR) Parts 160 and 164.

**A. Obligations and Activities of the Agency**

1. The Agency agrees not to use or disclose protected health information other than as permitted or required by law.
2. The Agency agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains or transmits on behalf of the County as required by 45 CFR, Part 164, Subpart C.
3. The Agency agrees to mitigate, to the extent practicable, any harmful effect that is known to the Agency of a use or disclosure of protected health information by the Agency in violation of the requirements of this Contract.
4. The Agency agrees to report in writing all unauthorized or otherwise improper disclosures of protected health information or security incident, to the County within two days of the Agency's knowledge of such event.
5. The Agency agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Agency on behalf of the County, agrees to the same restrictions and conditions that apply through this Contract to the Agency with respect to such information.
6. The Agency agrees to make available protected health information in accordance with 45 CFR § 164.524.
7. The Agency agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.
8. The Agency agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created or received by the Agency on behalf of King County, available to the Secretary, in a reasonable time and manner for purposes of the Secretary determining King County's compliance with the privacy rule.



9. The Agency agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528.

B. Permitted Uses and Disclosures by Business Associate

The Agency may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, King County as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by King County or the minimum necessary policies and procedures of King County.

C. Effect of Termination

1. Except as provided in paragraph C.2. of this Section, upon termination of this Contract, for any reason, the Agency shall return or destroy all protected health information received from the County, or created or received by the Agency on behalf of the County. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the Agency. The Agency shall retain no copies of the protected health information.
2. In the event the Agency determines that returning or destroying the protected health information is infeasible, the Agency shall provide to King County notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the Agency shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the Agency maintains such protected health information.

**KING COUNTY**

**AGENCY**

FOR

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Karen Heidergott, Section Manager  
Capital Planning and Development  
Name/Title

\_\_\_\_\_  
Howard Botts, Mayor of Black Diamond  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved by DCHS Director

Approved as to Form:

OFFICE OF THE KING COUNTY  
PROSECUTING ATTORNEY  
September 25, 2007



**EXHIBIT I**  
**Scope of Services and Reimbursement Requirements – D36670D**  
**Lake Sawyer Park Boat Launch – 316703**

**Scope of Project**

This contract will provide funds (\$50,000) to the City of Black Diamond to be used to replace the existing concrete boat launch ramp, the construction of a new floating dock and improvements to the parking lot to the boat ramp. The King County funds will be directed to cover the costs associated with design and permitting including SEPA checklist.

**Project Requirements**

The City of Black Diamond shall comply with all applicable laws, ordinances and regulations in using funds provided by the County including, to the extent applicable, those related to "public works," such as consultant selection Chapter (39.80 RCW), payment of prevailing wages (Chapter 39.12 RCW), submittal of performance and payment bond (Chapter 39.08 RCW) and competitive bidding of contracts (Chapter 36.32 RCW).

**Reimbursement Requirements**

- 1) Submit an invoice for costs that are due and payable or have been paid and for which reimbursement is being requested. Invoice(s) must include substantiating documentation of actual costs incurred. Such documentation shall include billing statements from consultant designers, vendors/suppliers/contractors/permitting agencies that are owed for goods and services received or that have been paid, and for which proof of payment is provided.
- 2) The City shall not use County funds to supplant other funds; the County will not pay for costs that have been paid for by another source of funds.
- 3) The City will submit evidence that the above-referenced improvements are underway or complete.
- 4) City Council Meeting minutes, resolution or ordinance documenting that the City approved a budget of income and expenses for the operating year 2008. The City and the County agree that compliance with this submittal shall be in lieu of compliance with Section V. AUDITS, of the Special Projects contract.

**Project Budget**

Design: \$37,000	Parking Lot Construction: \$13,000	King County
<u>\$54,891</u>	<u>\$17,000</u>	City REET
\$91891	\$30,000	

**Project Schedule**

Parking Lot Construction: underway summer, 2008, complete September, 2008  
Design: King County portion complete December, 2008, final design complete 2<sup>nd</sup> qtr. 2009



# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Resolution No. 08-528, authorizing the Mayor to execute a contract with Microflex, Inc. to audit sales tax and provide monthly detailed and summary reports</b>	<b>Agenda Date: July 10, 2008</b>		<b>AB08-075</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		X
	City Clerk – Brenda L. Streepy		
	Finance – May Miller	X	
	Public Works – Seth Boettcher		
	Police – Jamey Kiblinger		
	Court – Kaaren Woods		
Community Develop.- Steve Pilcher			
Economic Develop.- Andy Williamson			
<b>Attachments: Resolution No. 08-528, Contract, Authorizing Letters, and Sample Reports</b>			
<b>SUMMARY STATEMENT:</b>  <p>Microflex, Inc. has been in business since 1994 providing sales tax audit as well as summary and detailed sales tax reports for Municipal and County governments. Each month, they will specifically audit the sales of autos and boats in Washington State to ensure that all the sales tax that is due to Black Diamond is credited to Black Diamond. When they find taxes that were incorrectly remitted to another jurisdiction, they notify the state and the monies are then remitted to us. As a fee they charge 22% of the discovered sales tax. Many cities use this service and have verified its effectiveness.</p> <p>The other service Microflex, Inc will provide is a series of detailed and summary sales tax comparison reports. A brief sample is attached. These reports are a very valuable tool to use in analyzing and budgeting sales tax. They are even more important in assessing sales tax as it relates to economic development.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Finance Committee reviewed the Microflex, Inc Contract for Sales Tax Audit and reports at their June 10, 2008 meeting and recommended approval.			
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 08-528, authorizing the Mayor to execute a contract with Microflex, Inc to audit sales tax and provide monthly detail and summary reports.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
July 10, 2008			





**RESOLUTION NO. 08-528**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE A  
CONTRACT WITH MICROFLEX, INC. TO AUDIT SALES  
TAX AND PROVIDE SUMMARY AND DETAILED  
REPORTS**

**WHEREAS**, the City of Black Diamond is desirous of receiving all of the sales tax due to the City of Black Diamond each month; and

**WHEREAS**, Microflex, Inc. will audit Washington State sales tax and notify the State of remittance errors for the city of Black Diamond, ensuring the City collects all the sales tax revenue to which the City is entitled; and

**WHEREAS**, it is the City's desire to receive monthly detailed and summary analysis reports provided by Microflex; and

**WHEREAS**, the reports will assist the City of Black Diamond with budgeting and analysis of economic development, and

**WHEREAS**, Microflex, Inc is qualified, willing and able to perform the above-mentioned services;

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

**Section 1.** The Mayor is authorized to execute a contract with Microflex, Inc to provide sales tax audit and reporting services in form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 10<sup>TH</sup> DAY OF JULY, 2008.**

City of Black Diamond

\_\_\_\_\_  
Howard Botts, Mayor

Attest:

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



**TAX AND LICENSE AUDIT CONTRACT**

THIS CONTRACT is made by and between Microflex, Inc. a Washington State corporation (hereinafter "Microflex") and The City of Black Diamond (hereinafter "Client") the parties hereto. In consideration of the covenants contained herein, the parties AGREE as follows:

Section 1: Scope of Work. Microflex will provide a tax audit and discovery program in an attempt to recover additional tax revenue for Client. These services will include the following items.

- (a) Reports: On a monthly basis Microflex will provide the following reports.
  - (1) R00 Control Totals
  - (2) R01 Account Analysis
  - (3) R02 Account Analysis By Group
  - (4) R03 Group Analysis by Size
  - (5) R033 Group Changes by Category
  - (6) R035 Category Changes
  - (7) R04 Activity Audit Report
  - (8) R08 Budget Status Report
- (b) Use tax: Microflex will perform the following use tax service:
  - (1) Examine private party vehicle and boat sales to ensure use tax is properly allocated.
- (c) Microflex duties herein will be performed primarily using computer technology, and will be in large part dependent on cooperation of the Client, including the Client supplying the necessary data and resources requested by Microflex.
- (d) Microflex will perform the following aspects of audits:
  - (1) Using computer technology to identify potential missing taxes.

Section 2: Data to be supplied by Client. Client will provide Microflex within 20 days of request the following data in a computer readable format:

- (a) Faxed copies of the forms sent to the Washington Department of Revenue and Washington Department of Licensing.

Section 3: Client Responsibilities: The Client will provide Microflex with the following:

- (a) Data described in Section 2 hereof.
- (b) An accurate map, to scale, detailing and large enough to identify and clearly show the Client's boundaries and jurisdiction (e.g., City limits).
- (c) Any other information reasonably required from Client for Microflex to perform its duties.



- (d) Client will cooperate with Microflex in any reasonable and necessary request.

Section 4: Audit Fees. Microflex will be compensated on a percentage of revenue recovered basis as follows:

- (a) Reports are provided for an annual fee of \$1,200.
- (b) Incorrectly coded use tax accounts discovered -- 22% of the actual amount of tax recovered.

Section 5: Reimbursable Expenses. There are no additional reimbursable expenses.

Section 6: Payment Terms. Invoices are generally submitted monthly to the Client and are due within 20 days after receipt. Audit Fees are due upon the Client receiving the new revenue discovered by Microflex. Past due amounts shall accrue interest at the rate of 1.5% per month.

Section 7: Audit Termination. The audit services can be terminated with 30 days advance written notice by either party. There shall be no further fees paid after termination date.

Section 8: Confidentiality. In the course of fulfilling its responsibilities under this proposal, Microflex may have access to confidential taxpayer information from various sources. Microflex agrees not to disclose such information in any form to any party without the prior written consent of the Client, or as may otherwise be required by legal process. Notwithstanding the above provision, Client authorizes Microflex to distribute gross amounts collected on behalf of Client, and Client referral contacts, for marketing and promotional purposes of Microflex.

Section 9: Indemnification. Microflex will indemnify and hold harmless the Client, its officers, agents and employees from and against any and all liabilities, costs, damages, lawsuits, including the cost of all reasonable attorney fees, to the extent of its negligent performance of Microflex's responsibilities, but subject to the limitation of liability provisions elsewhere in this Contract.

Section 10: No Guarantees/Limitation of Liability. Microflex will put forth its best efforts to identify as much missing, unreported or under-reported tax and license revenue as possible, which will depend on the Client's cooperation among Client's other duties herein. However, Microflex does not guarantee that it will identify or recover 100% or any other percentage of missing or uncollected tax, license or other revenue. In no event will Microflex be liable for its failure to identify or collect missing or wrongfully reported taxes and license fees. Notwithstanding anything herein to the contrary, Microflex's maximum liability under this Contract for breach of contract or any other legal theory alleged against it is the return of Audit Fees paid to it by Client, or the sum of \$10,000, whichever is less.

Section 11: Computer Software. Client agrees to execute Microflex's applicable software licensing and/or other agreements should Microflex install its software on Client's computers.

Section 12: Notices. Notices may be addressed to the parties' representatives executing this Contract. A party may change its representative(s), or its address by written notice to the other party. Notices may be hand delivered, or mailed with pre-paid postage, or faxed or emailed if there is proof of receipt.

Section 13: Law and Venue. This Contract shall be governed by the laws of the State where the Client is located, and venue of any matter arising out of this Contract shall be maintained in the County where the Client is located.

Section 14: Attorney Fees. Should legal action be necessary to enforce or interpret this Contract, the prevailing party shall be entitled to its reasonable fees, costs and expenses, including expert witness fees.



Section 15: Severability. If any portion of this Contract is invalid, the remaining portions shall remain in full force and effect.

Section 16: Execution of Contract. This Contract may be executed and transmitted via facsimile or other electronic means. This Contract will become binding on the date of last execution hereon. This Contract may be executed in counter-parts, when both read together the Contract shall constitute one and the same agreement. The person signing this Contract represents that he or she has full and proper authority to do so and to bind the party which they are representing.

Section 17: No construing Against Drafter. This Contract in its finalized form is the result of the combined efforts of the parties, and any rule of construction that ambiguities are to be construed against the drafting party, shall not apply.

Section 18: Complete Contract. This document contains the full Contract between the parties, and supercedes all prior representations and promises with respect to the subject matter of this Contract. This Contract may only be changed by a signed writing by the parties.

**Microflex, Inc.**  
2201 SW 152<sup>nd</sup> Street  
Seattle, Washington 98166

**City of Black Diamond**  
25510 Lawson St  
Black Diamond WA 98010

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
John Smutny

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_





July 21, 2008

Washington State Dept. of Revenue  
P.O. Box 47450  
Olympia, WA 98504-7456

Attn. Tiffany Johnson

Dear Tiffany,

The City of Black Diamond has retained Microflex Inc. to process our sales tax information. We hereby appoint Microflex, Inc. as our processing agent to receive sales tax data and we request the following:

1. We would like to build a history of our sales tax collections. We therefore request that the following historical sales tax data be forwarded to Microflex for processing:

November 2005 (distributed January 2006) to Current.

This data can be placed on a CD-ROM as you have done in the past.

2. In the future, starting with the August 2008 data, please include the monthly City of Black Diamond sales tax distribution data on the CD-ROM on which you send data for other jurisdictions which use Microflex processing services.

Thank you for your help in accomplishing these changes.

Sincerely,

City of Black Diamond

May Miller  
Finance Director  
PO Box 599  
25510 Lawson St  
Black Diamond WA 98010  
360.886.2560

cc: Microflex  
Fax 206.243.6164



July 21, 2008

Washington State Department of Licensing  
Title & Registration Services  
PO Box 2957  
Olympia, WA 98507-2957

The City of Black Diamond has appointed Microflex as its agent to conduct an audit of use tax coding related to private sales of motor vehicles and watercraft. Mr. John Smutny will be the principal contact at Microflex regarding this audit.

We understand that you have a data download which provides the information needed to conduct this audit and the Microflex has already executed a contract to receive this data on behalf of other Washington cities. Please release this information to Microflex as our agent in accordance with contract in effect between the Department of Licensing and Microflex, Inc.

Thank you for your attention to this matter. Please feel free to call me if you have any questions. I can be reached at: 360.886.2560

Sincerely,

May Miller  
City of Black Diamond  
Finance Director  
PO Box 599  
25510 Lawson St  
Black Diamond WA 98010  
360.886.2560

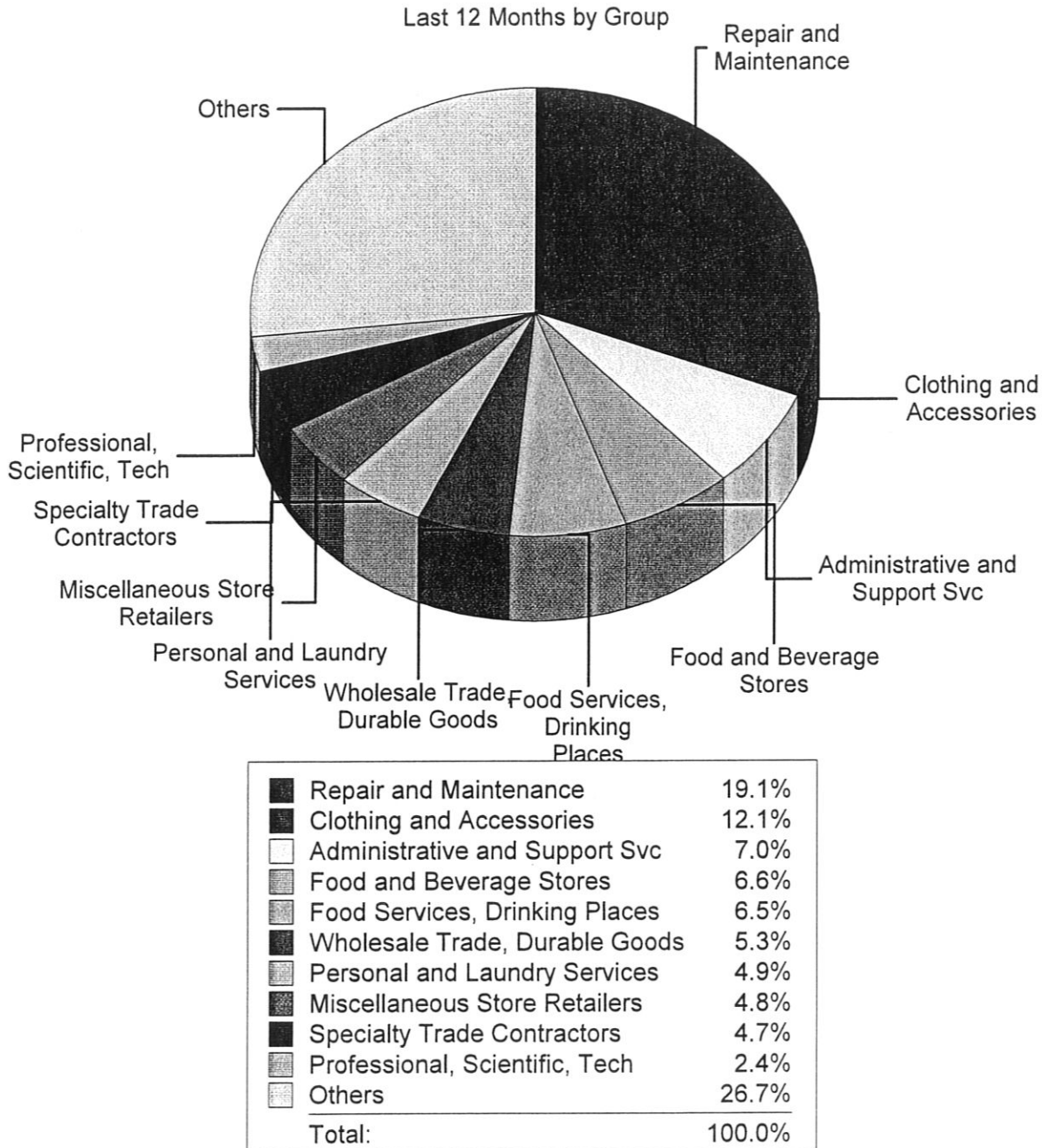
cc: Microflex  
Fax 206.243.6164



Group	Name	Current Period			Year To Date			Last 12 Months
		This Year	Last Year	% Chg	This Year	Last Year	% Chg	
811	Repair and Maintenance	63,526	30,470	108.5	136,284	61,838	120.4	656,267
448	Clothing and Accessories	39,499	30,660	28.8	69,426	62,359	11.3	416,801
561	Administrative and Support Svc	9,122	31,145	-70.7	25,883	48,804	-47.0	242,497
445	Food and Beverage Stores	17,757	13,068	35.9	34,184	29,605	15.5	225,967
722	Food Services, Drinking Places	24,997	21,358	17.0	39,646	37,991	4.4	225,279
423	Wholesale Trade, Durable Goods	15,305	13,159	16.3	30,301	27,209	11.4	182,159
812	Personal and Laundry Services	9,200	10,790	-14.7	18,920	21,375	-11.5	168,367
453	Miscellaneous Store Retailers	17,610	16,530	6.5	28,589	28,039	2.0	163,686
238	Specialty Trade Contractors	15,594	13,533	15.2	31,149	26,415	17.9	160,118
541	Professional, Scientific, Tech	8,002	6,598	21.3	14,854	12,392	19.9	81,265
339	Miscellaneous Manufacturing	9,600	147	6420.2	21,888	276	7838.0	78,369
441	Motor Vehicle and Parts Dealer	6,434	8,415	-23.5	15,024	14,974	0.3	76,433
213	Support Activities for Mining	6,222	7,604	-18.2	12,216	14,015	-12.8	75,031
531	Real Estate	4,748	4,572	3.8	9,084	8,675	4.7	54,754
444	Building Material and Garden	4,572	4,442	2.9	8,645	10,244	-15.6	53,674
532	Rental and Leasing Services	6,263	5,818	7.7	11,121	10,406	6.9	52,427
451	Sporting Goods, Hobby, Books	3,931	5,601	-29.8	7,512	10,219	-26.5	51,830
443	Electronics and Appliances	5,945	3,653	62.7	10,650	7,161	48.7	51,208
332	Fabricated Metal Product Manuf	3,783	3,965	-4.6	7,351	7,764	-5.3	49,086
323	Printing and Related Support	3,425	4,950	-30.8	6,756	6,570	2.8	45,178
522	Credit Intermediation	3,902	3,606	8.2	7,143	6,418	11.3	39,668
721	Accommodation	2,875	2,185	31.6	5,914	4,305	37.4	32,368
447	Gasoline Stations	2,829	2,440	15.9	4,860	4,230	14.9	29,719
237	Heavy and Civil Construction	2,915	2,164	34.7	5,229	3,845	36.0	28,587
511	Publishing Industries	14,451	75	9999.9	15,472	80	9999.9	25,821
236	Construction of Buildings	2,109	2,000	5.4	3,731	3,071	21.5	24,251
621	Ambulatory Health Care Service	1,749	1,209	44.6	3,777	3,611	4.6	20,979
446	Health and Personal Care Store	806	1,069	-24.6	2,330	2,169	7.4	19,045
424	Wholesale Trade, Nondurable	931	925	0.6	1,414	1,408	0.4	14,552
484	Truck Transportation	4,957	3,975	24.7	5,773	4,785	20.7	11,708
713	Amusement, Gambling, and Rec	463	745	-37.9	1,160	1,517	-23.5	10,384
311	Food Manufacturing	729	740	-1.4	2,118	1,632	29.8	9,843
623	Nursing and Residential Care	824	907	-9.2	1,639	1,765	-7.1	9,700
442	Furniture and Home Furnishings	798	742	7.6	1,537	1,481	3.8	9,401
524	Insurance Carriers and Related	865	1,655	-47.7	1,407	3,235	-56.5	8,135
493	Warehousing and Storage	657	673	-2.5	1,248	1,278	-2.4	8,078
813	Religious, Grantmaking, Civic	0	0	0.0	0	0	0.0	6,169
525	Funds, Trusts, and Other	0	1,070	-100.0	904	1,568	-42.4	5,737
337	Furniture and Related Products	413	409	0.9	788	804	-2.0	4,715
314	Textile Product Mills	454	402	13.0	755	694	8.8	3,442
452	General Merchandise Stores	240	221	8.3	472	454	4.0	2,833
611	Educational Services	223	164	36.0	399	383	4.2	2,707
321	Wood Product Manufacturing	0	26	-100.0	28	111	-74.6	2,519
<b>TOTAL</b>	<b>219 Accounts</b>	<b>318,723</b>	<b>263,880</b>	<b>20.8</b>	<b>607,581</b>	<b>495,170</b>	<b>22.7</b>	<b>3,440,756</b>

NOTE: YTD column includes returns from 200611 to 200612









**CITY OF BLACK DIAMOND  
CITY COUNCIL  
WORKSTUDY NOTES**

**May 15, 2008**

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

Mayor Botts called the meeting to order at 6:30 p.m.

**PRESENT:** Mayor Botts, Councilmembers Hanson, Bowie, Boston, Olness and Mulvihill.

**ABSENT:** None

Staff present: Gwendolyn Voelpel, City Administrator; Dan Dal Santo, Utilities Supervisor; Loren D. Combs, City Attorney and Rachel Pitzel, Deputy City Clerk.

**Binding Site Plan Ordinance**

City Attorney Loren D. Combs explained the Binding Site Plan in the packets with the changes made. They were reviewed by Community Development Department, and staff is recommending moving forward. Persons will need to comply if they want to deviate from standards as it is not done at staff level it needs to come before Council. Per the agreement it is for a period of five years. If they want more, they have to come before Council. Comments were made regarding easements, clearing and grading as well as utility easements. Loren stated that a few tweaks will be made regarding the Binding Site Plan.

**Latecomers Agreement**

Loren D. Combs stated that Council will be dealing with Latecomers Agreements in the near future and wanted to discuss the procedure with Council. Mr. Combs pointed out that if private persons are paying for a public improvement and the other properties are benefiting, the private persons would like for the other properties to pay for part of the improvement. If the property is benefited, the other properties still do not have to pay unless they connect to that line. It is more like an additional connection charge; if you do not connect or haven't connected then you do not pay. People will not be receiving a bill; it is only if they connect to the line. The charge goes into effect the day the Agreement is signed. Following discussion, examples were given regarding a connection to the line so Council better understood the concept of a Latecomers Agreement.

**ADJOURNMENT:**

The workstudy ended at 6:58 p.m.

ATTEST:

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Howard Botts, Mayor

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Rachel Pitzel, Deputy City Clerk



## **BLACK DIAMOND CITY COUNCIL MINUTES**

**May 15, 2008**

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

### **CALL TO ORDER, FLAG SALUTE:**

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

### **ROLL CALL:**

**PRESENT:** Mayor Botts, Councilmembers Hanson, Bowie, Boston, Mulvihill and Olness.

**ABSENT:** None

Staff present were: Gwendolyn Voelpel, City Administrator; Dan Dal Santo, Utilities Supervisor; Andrew Williamson, Economic Development Director; Steve Pilcher, Community Development Director; May Miller, Finance Director; Greg Smith, Fire Chief; Loren D. Combs, Jamey Kiblinger, Interim Police Chief; City Attorney; Steven Rosen, Municipal Court Judge; Kaaren Woods, Court Administrator; and Rachel Pitzel, Deputy City Clerk.

**PUBLIC COMMENTS:** None

Mayor Botts announced that Appointments will be done before the Public Hearings.

### **APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:**

#### **Resolution No. 08-506-Confirmation of Chief of Police**

Mayor Botts explained that on April 10<sup>th</sup> the Civil Service Commission met regarding the selection and hiring process for the Chief of Police. The Commission motioned that the position be filled through an internal recruitment process. Only one application was received, that of Jamey Kiblinger. On May 1, 2008 the Civil Service commission interviewed Ms. Kiblinger and recommended her appointment to the position by a May 2 letter to Mayor Botts. Mayor Botts explained some text changes in the employment agreement for the Chief of Police position under section 6 of the agreement, and noted a redlined copy is attached for the Council's review.

A **motion** was made by Councilmember Olness and **seconded** by Councilmember Mulvihill to adopt Resolution No. 08-506, confirming the appointment of Jamey



Kiblinger to the position of Police Chief and authorizing the Mayor to execute an Employment Agreement. Motion **passed** with all voting in favor (5-0).

Judge Rosen performed the Oath of Office for Jamey Kiblinger to become the newly appointed Police Chief for the City of Black Diamond.

#### **Resolution No. 08-504-Confirmation of Stewardship Director**

Mayor Botts explained that Aaron Nix has more than 20 years of environmental protection experience, including acting as a water quality/quantity scientist for Redmond, lead stormwater inspector for Federal Way and Environmental Protection Manager for Auburn since 2001. Mr. Nix was chosen after an open recruitment process and an interview panel screening as the most qualified candidate. On May 2<sup>nd</sup>, Aaron accepted the position of Stewardship Director for the City of Black Diamond, pending Council confirmation, with plans to begin work on May 19, 2008.

A **motion** was made by Councilmember Bowie and **seconded** by Councilmember Boston to adopt Resolution No. 08-504, confirming the appointment of Aaron Nix to the position of Stewardship Director. Motion **passed** with all voting in favor (5-0).

#### **Resolution No. 08-505-Confirmation of Public Works Director**

Mayor Botts explained that Seth Boettcher has more than 20 years of engineering experience, including acting as the Director of Public Works for Eatonville for over five years and Public Works Director in Bonney Lake for more than seven years. Seth is currently serving as City Engineer for Puyallup. Seth was chosen after an open recruitment process and an interview panel screening as the most qualified candidate. On April 30<sup>th</sup>, Seth accepted the position of Public Works Director for the City of Black Diamond, pending Council confirmation, with plans to begin work on June 2, 2008.

A **motion** was made by Councilmember Olness and **seconded** by Councilmember Mulvihill to adopt Resolution No. 08-505, confirming the appointment of Seth Boettcher to the position of Public Works Director. Motion **passed** with all voting in favor (5-0).

### **PUBLIC HEARINGS:**

#### **Variance Application- King County Library System and BNBuilders**

City Attorney, Loren D. Combs took the stand to explain that this is a Quasi-Judicial Hearing. City Attorney Combs also explained that everyone involved with the Library variance, employees, library district, city employees, contractors and councilmember's, etc. have all been told not to discuss the variance since it had been filed. City Attorney Combs asked that the record reflected there had been no comment and everyone involved nods their heads "No", this was conducted in a way to not render an impartial decision. The record reflects no one commented.



City Attorney Combs explained that the King County Library System and BNBuilders need a Burden of Proof that they deserve a variance. City Attorney Combs explained the process of the public hearing to the Council.

Mayor Botts opened the public hearing at 7:18 p.m.

Kirk Lilley, KNLGates, Seattle WA.

Mr. Lilley opened his comments by stating the King County Library System (referred to from now on as KCLS or library) asked him to help present to Council why City Council should grant the Library a variance to keep the utility pole as is. Mr. Lilley said he will explain that the pole was placed in a spot that would encroach two feet into a planned six foot sidewalk. Mr. Lilley stated that the question tonight is straightforward, should the Council allow the utility pole to remain where Puget Sound Energy placed it until the property owner next door puts his utilities underground under Code requirements, at which point the Library would remove the pole.

Mr. Lilley showed a diagram of the utility pole and new Library, as well as the street and application, which is entered into the record as Exhibits 1, 2 and 3.

Mr. Lilley stated that KCLS had received mixed messages from City staff, whereas, two days ago the Library was told they might not be receiving a temporary occupancy for the grand opening until a solution for the pole was reached. Mr. Lilley stated that Council can provide them with a solution that night, part of the Library's obligation was to provide frontage improvements, the sidewalk, put utilities underground and to also add a curb and bike lane. The Library is currently the only property with these improvements as it is the only developed property at this time. The Library is asking for a variance to either allow the sidewalk to end at the driveway 4 ft. instead of 6 ft. or allow the sidewalk to end just short of the pole. The variance would not be permanent; the Library would remove the pole and continue the sidewalk where it will end before or after, if that is what Council decides.

Mr. Lilley stated that KCLS and BNBuilders have learned earlier this week that city staff have taken a new position on the pole, whereas the City Attorney stated that new poles are not allowed in this zone at all. Mr. Lilley states that the City Code imposes six or seven criteria's that the Library must meet. Mr. Lilley read the Washington Case Law regarding variances and said that leaving the pole where it is will not hurt surrounding properties and unique physical circumstances were not created by the Library which makes the case even stronger since the pole would not be permanent. Mr. Lilley then stated that zoning codes for this area ensures that at some point in time, the property to the West would have utilities put underground, and when it does, the pole will be removed and the sidewalk would be extended in compliance with the code.

Mr. Lilley read and explained the seven criteria that the Library must meet per City code and explained each criteria and how the Library has met those needs. He then stated that granting the variance solves a transitional problem in this area; the Code enforces a parcel by parcel process, underground utilities and sidewalks. He states until the property next





door has their utilities underground, the Library's improvements will stand out. The sidewalk will end and the wires will come out of the ground, in the interim it will be like any other pole in the street. Mr. Lilley stated that the Library needs this pole for its utilities; the pole is making it necessary for frontage improvement work and that City staff recommends denial on the Library's request, because KCLS will be using the property in some profitable sense. Mr. Lilley added that we are talking about the public Library, a public service which is not about profitability.

Mr. Lilley then stated that he wanted to refer back to a recent message from the City suggesting a new position on the pole. He stated the City has changed their mind more than once on this project. He then enters into record Exhibit 5, which is a letter from 2005 reflecting a change in staff's mind regarding the pole. Mr. Lilley then addressed to the Council an email he received from City Attorney Combs last Monday stating that poles are not allowed to be rezoned; meaning library must go underground to the next available pole. He stated that the Library and BNBuilders had never heard this before and it is inconsistent with what was said in the past.

City Attorney Combs asks if the email was going to be admitted as evidence.

Mr. Lilley stated yes, he will get that to the City to be added to the record as Exhibit 6. Mr. Lilley referred to the drawings and reports which show staff's position that requests should be denied. The drawing shows the utility pole was not placed by what the drawing identifies. Mr. Lilley states that on an actual site, some things have to move per the schematic on map. In closing Mr. Lilley stated that the solution is to give KCLS the variance and once the whole road has underground utilities they are asking that Council allow the pole as is, although not perfect, it serves a purpose, it's not permanent and it will eventually go underground. The goal is to get the Library open for public use. Mr. Lilley states that engineers and contractors are there to answer any of Council's questions.

Loren D. Combs, VSI Law Group, Tacoma, WA.

City Attorney Combs entered into record an email from City Administrator Voelpel as Exhibit 7, sent to Library contractors on December 24 at 12:48 p.m., which includes an e-mail from Brian Wersma. Mr. Combs stated that he is really glad he brought the email as it dovetails with the argument that the City is sending mixed messages. Mr. Combs stated that the e-mail was sent twice which clearly says to move the pole. The contractor acknowledges that Ms. Voelpel says to move the pole. Mr. Combs stated that the City is dealing with a contractor who did not listen.

Mr. Combs stated that requirements for a sidewalk show very clearly that a pole should be behind the sidewalk. He stated that this is the contractor's document, not the City's document. City Attorney Comb stated that when out in the field adjustments can be done, but the result still stays the same, he also stated that the City did not put the rockery there, that the contractor built the rockery therefore, the contractor created the problem. City code allows variances, when the Library received the message, they could have applied for a variance for the sensitive areas and had it moved back. Mr. Combs stated



that the Library had to ask for it, they needed to come before Council and compensate for the wetland.

Mr. Combs stated that one of the conditions of the Code book is the contractor can't create the problem, the City did not put the pole there, the contractor did. Mr. Combs then stated that the zoning code was changed as recently as 1991 and this wasn't a new rule. He then reminded everyone that the City has been in a moratorium since 1994 or 1995, and is not an area in transition.

Mr. Combs stated that the Library can't ask for special dispensation because they are a Library, he stated that everyone agrees it's a great use and a needed use, but the Library has to play by the same rules. Mr. Combs explained that the Library had options, but they chose to do the work the way the contractor wanted. Mr. Combs explained to Council that the City did not change their position. He also explained that the City needs to set standards and that everyone needs to follow those standards.

Mr. Combs stated that the land can be reasonably used without this variance. Mr. Combs stated that the City has tried to be fair and cooperative and it shows in the email Exhibit 7, that if the Library agreed to take the pole down and go underground, that the City would give the variance application fee back. Mr. Combs stated that the Library needed to comply with the law. Mr. Combs then asked the Council to remember that the Library needed to convince them and if Council is not convinced, they should not allow the variance.

Kirk Lilley, KNLGates, Seattle WA.

Mr. Lilley was given a chance for rebuttal and stated he would like to clarify a few points. Mr. Lilley stated that Mr. Combs noted that the applicant wired the pole; Mr. Lilley wanted to let Council know that this is not the case as Puget Sound Energy wired the pole. Mr. Lilley then stated that zoning codes do not apply to every situation. The pole is in the middle of the sidewalk by two feet in a six foot sidewalk, leaving four feet which allowed for the ADA requirement. Mr. Lilley then asked for Council to look at the situation; this sidewalk ends on a gravel area, for about 3 feet until it turns into a four foot sidewalk. Mr. Lilley states that Council can not just say a former employee approved it, and therefore our hands are tied.

Mayor Botts closed the public hearing at 8:17 p.m.

A **motion** was made by Councilmember Olness and **seconded** by Councilmember Mulvihill to deny King County Library System a variance application. Motion **passed** with all voting in favor (5-0).

### **Stormwater Management Program**

Utilities Supervisor, Dal Santo stated that this public hearing is part of the requirements for Phase II of the Stormwater Management Plan for any public comment to be heard on



the plan that PacWest had put together. Mr. Dal Santo stated that the City will be submitting the plan to the Department of Ecology if Council moves to adopt it.

Mayor Botts opened the public hearing at 8:29 p.m.

No comments were heard.

Mayor Botts closed public hearing at 8:29 p.m.

A **motion** was made by Councilmember Mulvihill and **seconded** by Councilmember Olness authorizing the Mayor to submit the 2008 Stormwater Management Plan to the Department of Ecology. Motion **passed** with all voting in favor (5-0).

### **UNFINISHED BUSINESS: None**

### **NEW BUSINESS:**

#### **Resolution 08-507, Accepting Furniture Donation**

Economic Development Director Williamson reported that the City is currently in the process of receiving bids for new office furniture to outfit both City Hall and Community Development buildings. Until the new furniture is received, there is a need for used office furniture. YarrowBay has donated one conference table with eight chairs and one used desk, with a value of \$1,000. Mr. Williamson asked the Council to adopt Resolution 08-507.

A **motion** was made by Councilmember Hanson and **seconded** by Councilmember Boston to adopt Resolution No. 08-507, accepting furniture donation from YarrowBay. Motion **passed** with all voting in favor (5-0).

#### **Resolution No. 08-501, First Addendum to PSA with Parametrix**

Councilmember Boston exits the meeting.

City Attorney Loren D. Combs stated the Parametrix contract allowed the City and Consultant to amend the agreement to provide for certain work relative to the City's critical areas regulations. YarrowBay has agreed to fund the Professional Services Agreement and all costs that will be incurred by the City in entering into the First Addendum.

A **motion** was made by Councilmember Mulvihill and **seconded** by Councilmember Hanson to adopt Resolution No. 08-501, relating to the preparation of the critical areas ordinance authorizing the Mayor to execute the first addendum to the Professional Services between Parametrix, Inc. and the City of Black Diamond. Motion **passed** with all voting in favor (4-0).



### **Ordinance No. 08-862, Fixing the Compensation for Judge Pro-tem**

Municipal Court Judge Rosen explained that State Law requires compensation to have a Judge pro-tem sit in when he is not available.

Councilmember Bowie asked if there would be any other fees or cost incurred, such as travel time or is it strictly for the pro-tem services?

Judge Rosen responded that it is a two hour minimum. Judge Rosen also explained that on May 28<sup>th</sup> a different Judge would be coming to sit and watch the procedures.

A **motion** was made by Councilmember Olness and **seconded** by Councilmember Mulvihill to adopt Ordinance No. 08-862, Fixing the Compensation for Judge Pro-Tem. Motion **passed** with all voting in favor (4-0).

### **Resolution No. 08-509, Community Development Block Grant Funds**

Utilities Supervisor Dal Santo stated that the City had successfully completed the pre-application for the project and now needs to complete the full application packet by May 30, 2008 and is asking that Council authorize staff to apply for this grant with no matching funds.

Councilmember Boston re-enters the meeting.

A **motion** was made by Councilmember Hanson and **seconded** by Councilmember Bowie to authorize the Mayor to submit a 2009 King County Community Development Block Grant Fund application for Morgan Street sidewalk construction. Motion **passed** with all voting in favor (5-0).

### **Resolution 08-510, Inter-local agreement with King County**

Finance Director Miller explained that this Resolution would bring money into the City. Funds can be used for acquisition and open space, expansion of park and recreation opportunities. King County would remit money to the City monthly, with a first annual allocation estimate of \$7,908.52.

Councilmember Olness asked if there was some way we can allocate for parks.

Ms. Miller stated it can be used for acquisition of open space.

Councilmember Olness asked if it can be used for Lake Sawyer Park but not the boat launch.

City Administrator Gwendolyn Voelpel and Ms. Miller both stated that will be looked into.





A **motion** was made by Councilmember Olness and **seconded** by Councilmember Mulvihill to adopt Resolution No. 08-510, authorizing the Mayor to sign the Special Property Tax Levy Agreement with King County. Motion **passed** with all voting in favor (5-0).

## **DEPARTMENT REPORTS:**

### **Police Department**

Chief Kiblinger announced traffic school was back and running, the first class is scheduled for July.

Councilmember Olness asked about the boating classes and if many have signed up?

Chief Kiblinger stated that one came to the last meeting, but the next class has 15 students that are scheduled to attend.

Councilmember Olness asked about the new boat and if it was being used yet.

Chief Kiblinger stated yes, it is out in the water.

## **MAYOR'S REPORT:**

Mayor Botts asked the Council if they would like to keep the July 3<sup>rd</sup> meeting or cancel it. Councilmembers agreed to cancel July 3, 2008 meeting.

## **COUNCIL REPORTS:**

Councilmember Bowie states that the Utility Committee met and went over the Draft Water System Comprehensive Plan and should have a document ready to send to the Department of Health. Mr. Bowie stated that the City has a wish list, but the items on the list exceed the grant amount.

City Administrator Voelpel stated that she will work with Finance Director Miller regarding how to come up with the funds.

Councilmember Boston stated that he would like to talk about the parks and the questionnaire that City Administrator Voelpel sent out for review. Councilmember Boston stated the Councilmember Bowie brought up that the North coal cart park is not City property.

City Administrator Voelpel stated that it was used in the old survey, and Council does not have to list it as a Park and might want to look at an entrance some place else for a trail head.



Councilmember Boston stated that Councilmember Bowie also mentioned that the City may have an in-city forest located South of Lawson Hills. Councilmember Boston asked if there was any possibility that it is a park and should it be on the list of parks in the survey.

City Attorney Combs stated that the money to purchase that land is in escrow with Chicago Title and the City is waiting for a boundary lot adjustment to be done before the City can close the transaction. But stated yes, it will be a park.

Councilmember Olness spoke regarding Memorial Day, May 26<sup>th</sup> and asked everyone to remember there will be a ceremony at the cemetery starting at 10:00 a.m.

### **ATTORNEY REPORT:**

City Attorney Combs reported there will be a half hour executive session, with no action to follow.

### **PUBLIC COMMENTS: None**

### **CONSENT AGENDA:**

A **motion** was made by Councilmember Hanson and **seconded** by Councilmember Olness to adopt the Consent Agenda. Motion **passed** with all voting in favor (5-0). The Consent Agenda was approved as follows:

1. **Resolution 08-511**, authorizing the Mayor to execute the Coordinated Prevention Grant Regular Cycle Agreement with The Washington State Department of Ecology.
2. **Minutes** – Council Meeting of May 1, 2008 and Workstudy Notes of May 1, 2008.
3. **Claim Warrants** – May 15, 2008 No. 31648-31657, 31658-31702, 31707-31721 (voided checks 31703-31706) in the amount of \$198,943.48
4. **Payroll** – April 30, 2008, No. 14657 through 14719 (voided warrants 14720-14727) in the amount of \$210,415.57.

### **EXECUTIVE SESSION:**

Mayor Botts recessed the regular meeting for an Executive Session at 9:10 p.m. to discuss personnel issues. No action is to follow the Executive Session, which was expected to last for half hour.

The regular meeting was reconvened at 9:40 p.m.



## ADJOURNMENT:

A **motion** was made by Councilmember Bowie and **seconded** by Councilmember Boston to adjourn the meeting. Motion **passed** with all voting in favor (5-0). Meeting adjourned at 9:41 p.m.

ATTEST:

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Howard Botts, Mayor

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Rachel Pitzel, Deputy City Clerk

