



CITY OF BLACK DIAMOND
March 3, 2011 REVISED Meeting Agenda
25510 Lawson St., Black Diamond, Washington

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

PUBLIC COMMENTS: Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. When recognized by the Mayor, please come to the podium and clearly state your name and address. Please limit your comments to 3 minutes. If you desire a formal agenda placement, please contact the City Clerk at 360-886-2560. Thank you for attending this evening.

PUBLIC HEARINGS:

- 1) **AB11- 015** – Tree Preservation Ordinance Mr. Nix
(Public Hearing only- no action anticipated to follow)

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS

Presentation – Raise the Bar - Exterra

UNFINISHED BUSINESS:

NEW BUSINESS:

- 2) **AB11- 016** – Resolution Authorizing Sorci Lease Agreement – Modulares Mr. Williamson
3) **AB11- 017** – Resolution Authorizing Sorci Lease Agreement – City Hall Mr. Williamson
4) **AB11- 018** – Resolution Amending Fee Schedule regarding Passport Fees Ms. Martinez

DEPARTMENT REPORTS:

MAYOR’S REPORT:

COUNCIL REPORTS:

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

- 5) **Claim Checks** – March 3, 2011, No. 36687 through No. 36731 (voided No. 36691) in the amount of \$108,446.64
6) **Minutes** – Special Council Meetings of August 9 and 10, 2010 and Special Council Meeting of February 16, 2011, Workstudy Notes of February 17, 2011 and Council Meeting of February 17, 2011

EXECUTIVE SESSION:

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: PUBLIC HEARING Tree Preservation Ordinance	Agenda Date: March 3, 2011		AB11-015
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		X
	City Administrator –		
	City Attorney –Chris Bacha		
	City Clerk – Brenda L. Martinez		X
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact:	Natural Resources/Parks – Aaron Nix		
Fund Source:		X	
Timeline:	Comm. Dev. – Steve Pilcher		
Attachments: Memo and Proposed Tree Preservation Ordinance			
SUMMARY STATEMENT:			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: No action, Public Hearing only.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
March 3, 2011			



CITY OF BLACK DIAMOND

Interoffice Memorandum

TO: FULL CITY COUNCIL

FROM: AARON NIX, PARKS/NATURAL RESOURCES DIRECTOR

SUBJECT: TREE RETENTION ORDINANCE

DATE: FEBRUARY 8, 2011

Honorable Councilmembers,

As requested staff is bringing forward the tree retention ordinance for your review and discussion. Please note that changes suggested at the study session on January 20, 2011 have been integrated into the new ordinance and are listed at the front of the materials. It is staff's opinion that an additional public hearing should be held since the ordinance has seen significant changes since our last public hearing (September 2, 2010). We've slated this public hearing for your March 3, 2011 council meeting.

Thanks in advance for your time and all of the work that you've put into redrafting this new ordinance.

Thank You,

Aaron Nix

City of Black Diamond

Parks/Natural Resources Director

Revised – February 2, 2011 by CDB, KD, PLLC

The following revisions were made based upon my recollection of City Council member comments made during the City Council Workshop on January 20th.

1. BDMC 19.30.040(D); Density Incentive. This section relates to density incentives. Council member Goodwin suggested that this language should be revised to apply only to large developments, in particular a subdivision. In addition, the Natural Resources Director suggested a 20 tree acre minimum which is consistent with the provisions in the sensitive areas ordinance. The language in this section has been revised accordingly.
2. BDMC 19.30.050(C); Removal of Dead or Diseased Trees. This section provides an exemption from tree removal permits for removal of dead or diseased trees. We were asked to remove the language requirement proof that the tree must be removed to prevent harm to persons or property. This language has been stricken.
3. BDMC 19.30.070(B). Housekeeping changes were made to this section.
4. BDMC 19.30.070(6) Timing of Transplanted Trees. This is a new section that incorporates ANSI A300 standards for the timing of planting of replacement trees. This is an industry accepted standard; however, this language allows the Natural Resources Director to accept a comparable standard. This amendment was requested by CM Hansen.
5. BDMC 19.30.110(E) Heritage tree declassification. This section allows a heritage tree to be declassified as a heritage tree upon request of the property owner. CM Hansen thought this language was unclear. This section was therefore revised to address those concerns.
6. BDMC 19.30.110(G) Protection of Heritage Trees. CM Goodwin and Hansen requested that language be included in this section of the code establishing a policy for the protection and preservation of heritage trees. The intent was to establish a foundation in policy for future expenditures of public funds to protect heritage trees.

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CITY OF BLACK DIAMOND
WASHINGTON

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF BLACK DIAMOND,
WASHINGTON, RELATING TO PRESERVATION OF
TREES; REPEALING AND RE-ENACTING CHAPTER
19.30 OF THE BLACK DIAMOND MUNICIPAL CODE;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING
AN EFFECTIVE DATE**

WHEREAS, the City Council finds that trees and woodlands are an important asset to the natural ecosystem, beneficially contribute to the character of the community and positively influence the quality of life in the City; and

WHEREAS, the City Council further finds that conventional development without specific regulations to protect natural resources frequently encroaches upon, damages or eliminates important trees, other forms of vegetation and natural resources and that these trees, if preserved and maintained in an undisturbed and natural condition, constitute important physical, aesthetic, recreation and economic assets to residents of the City, visitors, businesses and the general public; and

WHEREAS, the City Council further finds that tree conservation is a cost effective method of reducing air pollution in urban environments, can reduce storm water runoff and lessen erosion by anchoring soil, and filter pollutants before reaching waterways, can protect wildlife habitat, reduce noise and energy consumption, and can improve physical and psychological health through the aesthetic, restorative qualities of natural, scenic settings; and

WHEREAS, City Council finds that tree conservation can yield tangible economic benefits including increased land value; lower heating and cooling costs; greater appeal to tourists, employers, and employees; and reducing costs for engineered alternatives to manage pollution; and

WHEREAS, in 2008, the City Council adopted City Ordinance No. 866 creating the "Tree Preservation Code" of the City with the objective to reduce tree loss during construction and development; reduce indiscriminate removal and destruction of trees; and to mitigate tree loss by requiring replacement of trees; and

WHEREAS, the City desires to amend the Tree Preservation Code to provide for additional measures for the conservation and preservation of significant trees by, among other things, adopting site development guidelines, providing incentives to encourage retention of

significant trees, clarifying the exemptions from the requirements of the Tree Preservation Code, modifying the ratio for replacement of significant trees that are removed, establishing a process for a variance from the requirements of the Tree Preservation Code, adopting requirements for the maintenance of replacement trees, providing for additional remedial measures, and amending the enforcement provisions; and

WHEREAS, the City Council finds that it is in the best interests of the public health, safety and welfare to amend the Tree Preservation Code as set forth herein;

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

Section 1. Repeal and Re-enactment of BDMC Chapter 19.30 (Tree Preservation).
Chapter 19.30 of the Black Diamond Municipal Code is hereby repealed in its entirety and re-enacted as set forth below:

19.30.010 Intent

A. The City recognizes the importance of trees for the benefits they provide to property values and to the environment. Trees stabilize soil and control water pollution, conserve energy, reduce storm water runoff, improve air quality, provide habitat to and protect wildlife, improve the appearance of the community, provide buffering and screening, provide shade and wind protection, conserve water supplies, and preserve the forested character of the Pacific Northwest that citizen's value. Preserving trees in large quantities also contributes to a reduction in global warming.

B. The objectives of this chapter include reducing tree loss during construction and development; reducing indiscriminate removal and destruction of trees; mitigating tree loss by requiring replacement of trees; and protecting significant and heritage trees.

C. It is further the intent of this chapter that it be interpreted in a manner that is consistent with the applicable provisions of BDMC Ch. 18.72 (Landscaping).

19.30.020 Applicability

Except as provided pursuant to BDMC 19.30.050 (Exemptions), the requirements of this chapter shall apply to any removal of a significant tree or heritage tree, and shall apply, without limitation, any time of any land alteration, whether pursuant to a permit for clearing, grading, land alteration, land disturbance, building construction or land development, or on an existing developed site.

19.30.030 Definitions

The following definitions shall apply in the interpretation and enforcement of this Chapter. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. If specific

provisions of law, regulation or rule referred to herein be renumbered or re-codified, then the reference shall be read to refer to the renumbered or re-codified provision.

Caliper: Standard for trunk diameter measurement of nursery stock. Caliper of the trunk shall be the trunk diameter measured at DBH (Diameter at Breast Height), which is four and one-half feet above grade.

Development: Land disturbing activities, including Class IV – general forest practices that are conversions from timber land to other uses; structural development, including construction or installation of a building or other structures; the installation of utilities; creation or addition of impervious surfaces; the expansion of a building footprint or addition or replacement of a structure.

Drip Line: An area encircling the base of a tree delineated by a vertical line descending from the outer limit of a tree's branch tips to the ground.

Heritage Tree: A tree of unique significance to the community that may be associated with historic figures, events or properties; be of rare or unusual species; or may have aesthetic value worthy of preservation for the health and general welfare of the community.

Lot: Lot shall have the same meaning as that term is given pursuant to BDMC 17.08.010.

Significant Tree: Any healthy tree that is at least six (6) inches in caliper, excepting nonsignificant trees. A tree growing with multiple stems shall be considered significant if at least one of the stems, as measured at a point six (6) inches from where the stems digress from the main trunk, is at least four (4) inches in diameter. Any tree that is planted to fulfill requirements of this chapter shall be considered significant, regardless of size or species.

Nonsignificant Tree: any tree under six (6) inches caliper or those included on the following list, regardless of size:

1. Black locust (*Robinia pseudoacacia*);
2. Cottonwood (*Populus freemontii*);
3. Native alder (Native *Alnus* only);
4. Native willow (Native *Salix* only);
5. Lombardy poplar (*Populus nigra*).

Site: The portion of a single lot, or two or more contiguous lots that are under common ownership or documented legal control, which lot(s) is(are) directly subject to development.

Site Improvements: Changes to a site resulting from development.

19.30.040 Retention of Significant Trees

A. Permit Required. No person, corporation, agency or other entity shall remove any significant tree, as defined in this chapter, without first obtaining a tree removal permit pursuant to this

chapter; provided that, a permit shall not be required for situations specifically exempted by this chapter.

B. General Site Design Guidelines. Site improvements associated with land development shall be designed and constructed to meet the following guidelines:

1. The site design incorporates trees as a site amenity, and reflects a strong emphasis on tree protection.
2. To the extent possible, forested sites retain their forested look, value, and function after development. Trees should be protected within vegetated islands and stands rather than as individual, isolated trees scattered throughout the site.
3. Site improvements should be designed to give priority to protection of trees with the following characteristics, functions, or location:
 - a. Existing stands of healthy trees;
 - b. Healthy trees that have a reasonable chance of survival once the site is developed or will not pose a threat to life or property;
 - c. Trees that have a screening function or provide relief from glare, blight, commercial or industrial harshness;
 - d. Trees providing habitat value, such as riparian habitat;
 - e. Trees within the required yard setbacks or around the site perimeter;
 - f. Trees having a significant land stability function;
 - g. Trees adjacent to public parks and open space.
 - h. Trees that are significant trees or heritage trees.
4. Building footprints, parking areas, roadways, utility corridors and other structures are designed and located with a consideration of tree protection opportunities.
5. The project grading plans accommodate existing trees and avoid alteration to grades around existing significant trees.
6. Required open space and recreational space is designed and located to protect existing stands of trees.
7. The site design and landscape plans provide suitable locations and adequate area for replacement trees as required in BDMC 19.30.070, Tree Replacement.
8. In considering trees for protection, avoid selecting trees that may become hazardous because of wind gusts, including trees adjacent to utility corridors where falling trees may cause power outages or other damage. Remaining trees may be susceptible to blow downs because of loss of a buffer from other trees, grade changes affecting the tree health and stability and/or the presence of buildings in close proximity.
9. The landscape requirements set forth in BDMC Ch. 18.72, when applicable.
10. To the extent possible, without reducing development densities from those indicated in the comprehensive plan, the site improvements and landscape plans should be designed to give priority to protection of significant trees and heritage trees.

C. Density. In all new development of land, it shall be presumed that the proposed site improvements and landscape plan meet the guidelines for protection of significant trees set forth in BDMC 19.30.040(B)(10) above, if twenty (20) percent or more of all significant trees have been retained on each site; provided that, if there are fewer than 5 significant trees at the time of development, at least one significant tree shall be retained.

D. Density Incentive. As an incentive to encourage retention of significant trees, in all new development of land pursuant to a subdivision, site developments that retain thirty percent (30%) or more of all existing significant trees, but no less than an average density of ~~20~~ ²⁰ significant trees per acre, the applicant may apply for and be granted an administrative variance from lot design standards by the community development director. Such an administrative variance may be granted pursuant to the procedures set forth in BDMC Chapter 18.08 and upon such terms and conditions that will, as determined by the community development director, ensure the retention and preservation of such significant trees and that it does not create health or safety problems, will not be injurious to the public welfare, and does not grant a special privilege to the property owners. Such a variance shall be limited to one of the following lot design standards:

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1. increase maximum building height (primary and accessory buildings) by ten percent (10%); or
2. increase maximum building coverage by twenty percent (20%); or
3. reduce any required minimum yard setback a minimum of two (2) feet or twenty percent (20%) when such reduction results in the preservation of one or more significant trees; or
4. reduce required interior parking lot landscaping by twenty percent (20%).

19.30.050 Exemptions

The following actions are exempt from the requirements of BDMC 19.30.040, 19.30.060, 19.30.070, 19.30.080 and 19.30.090:

A. Emergency removal of any hazardous significant trees necessary to remedy an imminent threat to persons or property;

B. Removal of significant trees within or adjacent to public rights-of-way or easements, at the direction of the City, for the protection of the public safety (such as obstructions inhibiting visibility at intersections) or for the improvement of the public rights-of-way or easements;

C. Removal of obviously dead or diseased trees. Prior to removal of an obviously dead or diseased significant tree, the property owner or person in control of the property shall file an exemption application for tree removal with the Community Development Department and request exemption from the requirement to obtain a tree removal permit. The City Administrator, or designee, may grant an exemption upon satisfaction that the significant tree is dead or diseased and should be removed. ~~A diseased significant tree should not be removed unless it is found that there is a substantial and imminent risk of failure of the diseased tree which could cause injury or significant property damage, and corrective measures are neither feasible nor cost effective should be removed.~~ In cases where conflicts arise regarding the condition or health of a tree, the City can require the applicant to submit a certified arborist's report to the City. The certified arborist report shall identify the tree or trees and the condition and health of the tree, including whether or not the diseased tree should be removed. The certified arborist and the arborist's report must be submitted and approved by the City prior to tree removal. The cost for the certified arborist shall be borne entirely by the applicant;

D. The owner or person in control of a lot may remove no more than six (6) significant trees under (16) inches in caliper, in any period of thirty-six (36) consecutive months. Prior to removal, the owner, or person in control of the lot, shall file an exemption application for tree removal with the Community Development Department and request exemption from the requirement to obtain a tree removal permit. The City Administrator, or designee, may grant an exemption from the permit requirement subject to the following conditions:

1. There is no current application for development on the subject lot;
2. The tree(s) is (are) not within, an easement protecting a regulated critical area, a designated primary or secondary open space or a required buffer area;
3. At least two significant trees must remain on each lot; and
4. Removal of the trees will not reduce the density of significant trees on the lot below the density approved as part of the landscape plan pursuant to BDMC 19.30.060(C).

E. Trees that have been grown for the purpose of sales of Christmas trees or commercial landscaping materials by commercial nurseries and tree farms; and

F. Harvesting with a Class II or Class III forest practices permit issued by the Washington State Department of Natural Resources under RCW 76.09.050. Provided that, the City shall not accept and/or issue any land use or building permit for six years from the date of approval of a Class II or Class III forest practices permit.

19.30.060 Tree Removal Permits

A. Tree Removal Permit Required. A tree removal permit is required for the removal of significant trees unless the tree removal is exempt from the permit requirements of this Chapter. No person shall remove a significant tree except pursuant to a tree removal permit lawfully issued pursuant to this Chapter or pursuant to an exemption granted herein. All applications for a tree removal permit shall be filed with the Community Development Department using a form provided by the City. The tree removal permit fee shall be set by resolution or ordinance of the City Council.

B. Persons Authorized to Apply. No person may apply for a tree removal permit under this Chapter unless that person is the owner or person in control of the property or has been otherwise authorized in writing by the property owner to apply for the tree removal permit on behalf of the property owner.

C. Tree Plan Required. All applications for a tree removal permit under this Chapter, for which there is no exemption or request for an exemption, shall include a tree plan showing the location, species, and size of new trees to be planted and the location of any significant tree to be removed. A tree plan for significant tree removal when associated with the development or redevelopment of property, shall meet the following requirements and standards, and may be incorporated within the landscaping plan if such a plan is required pursuant to BDMC Chapter 18.72:

1. Redevelopment/Level I Tree Plan. A Level I Tree Plan is required for changes to existing development, including all residential, commercial, industrial or institutional sites that involve a land disturbance or expansion of buildings or impervious surface. The following information shall be provided as part of the plan:
 - a. A site plan showing all proposed development or expansion of structures, parking, driveways, roadways, lanes, sidewalks and pathways, and retaining walls;
 - b. The site plan will show all significant trees located within the site subject to development and shall depict those significant trees to be retained in order to meet the guidelines of BDMC 19.30.040(B); and
 - c. Planting plan including location, species, and size of new trees to be planted.
2. New Development/Level II Tree Plan. A Level II Tree Plan is required for new development, including residential, commercial, industrial or institutional developments that involve land disturbance, parking areas, roads, buildings, or other construction. The Tree Plan must be completed by a certified professional forester, arborist, or landscape architect and must provide the following information:
 - a. Information required for a Level I Plan; and
 - b. Description of off-site trees that could be affected by proposed activity.

D. All significant trees within any required perimeter planting area, critical area, buffer, designated primary or secondary open space, or native growth protection area shall be retained, except for driveways, lanes, or streets necessary for access and as approved by the City. In all other areas, site improvement design should integrate significant trees into required landscaping.

19.30.070 Tree Replacement

A. Each application for a tree removal permit shall require a tree replacement plan. With the exception of significant trees that are relocated, each significant tree removed shall be replaced by new trees on a 1:1 removal to replacement ratio.

B. Replacement trees shall be planted on the site from which significant trees are removed. ~~If on-site replacement tree is not feasible, an off-site location must~~ may be approved by the City Administrator.

C. Replacement trees must meet the following criteria:

1. Native trees are preferred over non-native trees;
2. New trees shall meet or exceed current American Nursery and Landscape Association or equivalent organization's standards for nursery stock;
3. New trees shall be planted in locations appropriate to the species' growth habit and horticultural requirements and marked appropriately;
4. New trees must be located away from areas where damage is likely;
5. Deciduous replacement trees shall be a minimum of one and half (1.5) inch in caliper (DBH), evergreen trees shall be a minimum of six (6) feet in height; and

6. The time period for planting of replacement trees shall conform to standards for transplanting trees as set forth in ANSI A300, part 6, as now exists or may hereafter be amended, or such other comparable standard as may be approved by the Natural Resources Director.

7. Trees shall be watered as necessary to ensure survival and growth during their first two growing seasons after planting. Dead trees shall be replaced within the two-year planting period to ensure survival.

D. The City shall create a "Significant Tree Removal Mitigation Fund". An applicant for a tree removal permit can, at the election of the applicant, pay a tree removal mitigation fee into the removal mitigation fund in lieu of replacement. If such request is made, the applicant may deposit the amount of \$500.00 for each replacement tree that would be required. These funds will be maintained by the City and utilized in replanting projects throughout the City of Black Diamond and for the designation and protection of heritage trees, as determined by the City.

19.30.080 Protection of Trees During Construction

The following best management practices shall be applied to protect trees during development or construction activities.

A. All construction activities, including staging and traffic areas, shall be prohibited within five feet of the drip line of all heritage and significant trees.

B. Tree protective fencing shall be installed along the outer edge and completely surrounds the drip line of significant trees and all heritage trees to be protected prior to any land disturbance.

C. Tree protective fencing shall be a minimum of four feet high and be highly visible. Signs must be posted on the fence reading "Tree Protection Area."

D. Trees to be retained shall be watered appropriately during and immediately after construction and shall be protected from erosion and sedimentation.

E. The grade shall not be changed within 5 feet of the drip line of all heritage trees and the significant trees to be preserved, nor shall any impervious surface be installed within 5 feet of the drip line of any heritage trees or the significant trees to be preserved.

F. Directional felling shall be used to avoid damaging any heritage trees or significant trees designated for protection.

19.30.090 Maintenance.

A. All required replacement trees and relocated trees shown on an approved tree removal permit shall be maintained in healthy condition by the property owner, and the person in control of the property, throughout the duration of the work necessary to complete all site improvements, unless otherwise approved by the City Administrator in a subsequent tree removal permit.

B. Cutting and Pruning.

1. Heritage trees and significant shall not be topped. Topping is defined as the severe cutting back of limbs to stubs larger than 3" in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Significant and heritage trees severely damaged by storms or other causes or certain trees under utility wires or other obstructions, where other pruning practices are impractical are exempt from this prohibition.

2. Street trees shall be cut or pruned only under the supervision of the City of Black Diamond Public Works Department.

3. Pruning and maintenance of Heritage trees and significant trees shall be consistent with best management practices in the field of arboriculture and further the long-term health of the tree. Pruning shall mean the selective removal of portions of branches from a tree so as to modify the tree(s) shape or profile or alter the tree's appearance.

4. Thinning or windowing of significant or heritage trees shall not be allowed unless necessary to protect life or property or where other pruning practices are impractical because of the tree has been severely damaged by storms or other causes or for certain trees under utility wires.

19.30.100 Enforcement.

A. Application of BDMC Chapter 8.02. The provisions of this Chapter shall constitute a regulation within the meaning of BDMC 8.02.020, a violation of which is subject to the code enforcement provisions and penalties set forth at BDMC Chapter 8.02 together with the code enforcement provisions, penalties and remedies set forth in BDMC Chapter 19.30.

B. Abatement. In cases where significant trees are removed without a required tree removal permit, corrective action shall include the requirement that each tree removed shall be replaced with the number of replacement trees, based on Diameter at Breast Height (DBH), as set forth in the following table:

Size of Tree Removed (DBH)	Number of Replacement Trees Required
6" – 9"	3
9" – 12"	4
12" – 16"	5
>16"	6

In the alternative to tree replacement, corrective action may include a requirement for payment in to the Significant Tree Removal Mitigation Fund the amount of \$500.00 for each replacement tree that would be required in accordance with the tree replacement ratios set forth in the above table.

C. Replacement trees shall meet the requirements of BDMC 19.30.070(C).

D. Monetary Penalties. Any person found to have removed a significant tree in violation of BDMC 19.30.060 or found to have damaged a significant tree or heritage tree in violation of BDMC 19.30.090 or BDMC 19.30.100, shall be subject to a monetary penalty in the amount of \$1,000 for each such violation.

19.30.110 Heritage Trees

The purpose of the heritage tree designation is to recognize trees with a unique significance to the community, to establish a register of these trees, and to provide additional means for their protection. Heritage trees may be associated with historic figures, events or properties; be of rare or unusual species; or may have aesthetic value worthy of preservation for the health and general welfare of the community.

A. The City shall maintain a heritage tree register and map, which may be amended at any time pursuant to the process in this section.

1. Trees can be nominated for designation by individual citizens, community groups, city staff, or any board or commission of the City.

2. Staff shall review an application, obtain consent in writing of the affected property owner, and make a recommendation to the City Council, which shall have the final authority for designating heritage trees.

3. Trees designated as heritage trees shall be classified as follows:

a. Historical – a tree which by virtue of its age, its association with or contribution to a historical structure or district, or its association with a noted citizen or historical event;

b. Specimen – age, size, health and quality factors combine to qualify the tree as unique among the species in Black Diamond and Washington State;

c. Rare – one or very few of a kind, or is unusual in some form of growth or species; and

d. Significant grove – outstanding rows or groups of trees that impact the City's landscape.

B. Upon receipt of a nomination, the Natural Resources Director shall review the request and provide mailed notice of the nomination to the property owner and provide other public notice such as to invite public comment for a period of not less than ten (10) days. The director shall inspect the tree, consider public comments, and formulate a recommendation to the City Council for its consideration at a regular City Council meeting no less than 60 days after the nomination is made.

C. Each property owner who has one or more registered heritage trees shall be notified by first class mail of the designation within thirty (30) days of the City Council's action. The City may file such written designation for record with the King County Recorder's Office.

D. The City, with the consent of the Property Owner, may place an informational sign or marker at or near the location of the heritage tree to inform the public of its designation as a heritage tree.

E. Heritage tree declassification. Any heritage tree may be removed from heritage tree status by ~~action upon approval~~ of the City Council following the written request of the property owner; provided that, if the request is based upon whether made because the tree is of poor health, diseased or no longer alive, the request may be approved by the Natural Resources Director ~~may approve the request without further action of the City Council.~~

1. The request shall be filed with the Natural Resources Director. If the request for decertification is based upon the health of the tree, and a visual inspection by the director cannot establish that the tree is dead, diseased, or hazardous, the applicant shall pay for an outside certified arborist or forester to make a determination. If it is determined that the tree is dead, diseased, or otherwise hazardous and cannot be saved, the director may ~~approval~~approve the removal. If the tree is determined to be healthy, or with treatable infestation or infection, the director may deny the permit.

2. In its evaluation of whether to declassify a heritage tree, the City Council shall consider the following:

- a. if the tree may be considered hazardous according to this chapter;
- b. if the tree no longer meets the criteria for initial designation as specified in subsection (A) of this section;
- c. retention of the tree would make reasonable use of the property allowed under the current zoning district impractical or impossible in that development would not be allowed to meet the maximum density/intensity allowed by that zoning district.

F. Heritage trees warrant protection from unnecessary removal. No person may remove a heritage tree except as provided in BDMC 19.30.110. Any person removing a heritage tree shall be subject to a \$2,000 monetary penalty and may be required to replace each removed heritage tree in accordance with the ratios identified in BDMC 19.30.100(B).

G.. Protection of Heritage Trees. Heritage trees represent a valuable and irreplaceable public resource. It is therefore in the public interest and a policy of the City to identify, protect and preserve such trees. The City will consider development and implementation of programs to carry out such policies when resources are made available to do so. Such programs may include, but are not limited to, preservation and protection of heritage trees through protective covenants, easements, and dedications.

19.30.120. Duty not creating liability.

Nothing in this chapter is intended to impose any duty upon the city or any of its officers or employees which would subject them to damages in a civil action.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ____ DAY OF _____, 20__.

CITY OF BLACK DIAMOND

Rebecca Olness, Mayor

ATTEST/AUTHENTICATED:

Brenda Martinez, City Clerk

Approved as to form:

Chris D. Bacha
Kenyon Disend,
City Attorney

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

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 11-738, authorizing Lease Agreement (Public Works/Community Development) with Sorci Family LLC	Agenda Date: March 3, 2011		AB11-016
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney –Chris Bacha	X	X
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson	X	
Cost Impact:	Police – Jamey Kiblinger		
Fund Source: funding agreement	Court – Stephanie Metcalf		
Timeline:	Comm. Dev. – Steve Pilcher		
Attachments: Resolution No. 11-738, Proposed Lease Agreement, Current Lease Agreement			
<p>SUMMARY STATEMENT:</p> <p>This is to continue the lease of the property that the City modulares are located on with minor adjustments to the current lease.</p>			
<p>COMMITTEE REVIEW AND RECOMMENDATION: Budget and Finance Committee reviewed this material at their meeting on February 24, 2011 with approval.</p>			
<p>RECOMMENDED ACTION: MOTION to adopt Resolution No. 11-738, authorizing Lease Agreement for the Public Works/Community Development property with Sorci Family LLC.</p>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
March 3, 2011			

RESOLUTION NO. 11-738

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT
NO. 1 TO THE LEASE FOR A PORTION OF UNIMPROVED
REAL PROPERTY WITH THE SORCI FAMILY, LLC**

WHEREAS, the City entered into a lease agreement for unimproved real property with Sorci Family, LLC on December 14, 2007; and

WHEREAS, the City has placed two modular buildings (Public Works and Community Development) on a portion of unimproved property, which buildings are currently under a separate lease agreement; and

WHEREAS, the City desires to continue to occupy this portion of unimproved real property for a three year term with an effective date of January 1, 2011; and

WHEREAS, Sorci Family, LLC has offered to continue to lease to the City property that is zoned for office use; said property being identified as King County Assessor's Parcel Number 1521069093 and legally described as Exhibit A in the original lease agreement; and

WHEREAS, the City may elect to terminate this lease before the end of the lease term provided a minimum of 90 days written notification is provided and terminates the lease for modular buildings that are located on the property; and

WHEREAS, the City will reimburse Sorci Family, LLC for one half of the municipal stormwater fees associated with the parcel that is subject to the lease which will be invoiced and paid on a quarterly basis;

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

Section 1. Authorizing the Mayor to execute Amendment No. 1 to the lease for a portion of unimproved real property with the Sorci Family, LLC for the use of City office space substantially in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 3RD DAY OF MARCH, 2011.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

FIRST AMENDMENT TO LEASE AGREEMENT
FOR UNIMPROVED REAL PROPERTY (*Public Works*)
BY AND BETWEEN
CITY OF BLACK DIAMOND AND SORCI FAMILY LLC

This FIRST AMEDMENT (the “**First Amendment**”) to that certain lease agreement dated the 14th day of December 2007 by and between the parties herein set forth below (the “**Lease**”), is entered into on this ____ day of _____, 2011 by and between the City of Black Diamond, a municipal corporation operating under the laws of the state of Washington as a code city (the “**City**” or “**Lessee**”) and Sorci Family LLC, a Washington limited liability company (“**Lessor**”), the City and the Lessor hereinafter being collectively referred to as the “**Parties**” or individually as the “**Party**”.

WHEREAS, the City desires to continue to occupy the premises described in the Lease for a three year term; and

WHEREAS, the Lessor desires to continue to lease said premises to the City upon the same terms and conditions with the exception of the amendments to the Lease set forth herein; and

WHEREAS, the City and the Lessor desire to enter into this First Amendment for the purpose of renewing the Lease as amended herein;

NOW THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions set forth below, the Parties hereto agree as follows:

Section 1. Renewal of Lease. The Lease, as amended herein, is hereby renewed for a third renewal term with a commencement date for the third term of January 1, 2011 and terminating on December 31, 2013. The parties agree that in the event that this First Amendment is executed on or after the above date, the terms and conditions of this First Amendment shall apply as though it became effective on January 1, 2011.

Section 2. Amendment of Section 3 (Lease Term). Section 3 of the Lease is hereby amended to read as follows:

The term of the Lease shall commence on the 1st day of January, 2011 ~~14th day of December, 2007~~ and end on the 31st day of December, ~~2013~~209. ~~The term may be extended for up to 5 consecutive 2 year terms.~~ Provided, the Lessee may elect to terminate this lease in the event that it does not renew its lease of the modular buildings that are located on the Subject Property. In the event that the City makes such election, it shall give notice of such early

~~termination to Lessor upon no less than 90 days written notice. lease shall automatically terminate at the end of each 2 year term unless, by June 15 of the last year of each term the Lessee gives written notice of its intent to extend the lease term. If the notice if timely given and the Lessee is not in default under any of the Lease provisions then the Term shall be extended for an additional 2 years, upon the same terms and conditions, except for the adjustment of the lease amount as set forth in Paragraph 5 below.~~

Section 3. Amendment of Section 5 (Utilities). Section 5 of the Lease is hereby amended by the addition of the following at the end of the second sentence of therein:

Lessee agrees to reimburse Lessor for one half of the municipal stormwater fees associated with the parcel that is subject to the Lease. Lessor agrees that it will invoice the City for this amount on a quarterly basis which amount shall be paid by the City within 30 days of receipt of such invoice.

Section 4. Terms and Conditions. All other terms and conditions of the Lease shall be and remain the same.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the day and year first above written.

CITY OF BLACK DIAMOND:

By: _____
Rebecca Olness, Mayor

Date: _____

SORCI FAMILY LLC:

By: _____

Print Name: _____

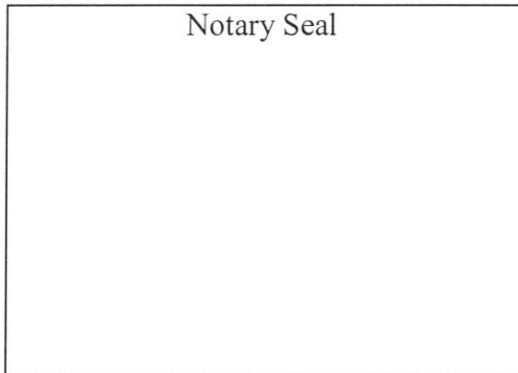
Its: _____

Date: _____

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **REBECCA OLNES** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the **MAYOR** of the **CITY OF BLACK DIAMOND**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

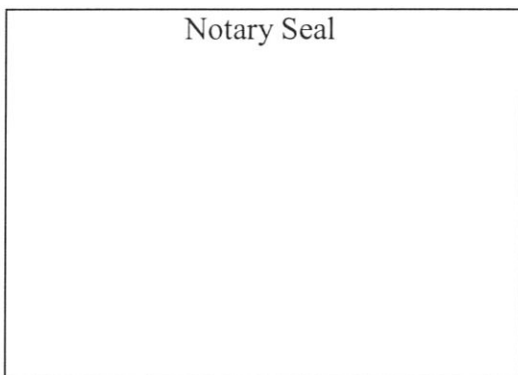
Notary Public in and for the State of
Washington

My appointment expires: _____

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

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

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of
Washington

My appointment expires: _____

LEASE FOR UNIMPROVED REAL PROPERTY
Between
CITY OF BLACK DIAMOND AND SORCI FAMILY LLC

1. Date and Parties.

This Lease, for reference purposes only, is dated the 14th day of December, 2007, and is entered into by and between Sorci Family LLC, a Washington Limited Liability Company ("Lessor") and the City of Black Diamond, a municipal corporation of the State of Washington, ("Lessee"):

2. Subject Property.

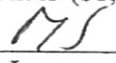
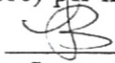
Lessor hereby leases to Lessee and Lessee hereby leases from Lessor a portion of the real property identified under King County Assessor's number 1521069093, and more fully described on Exhibit "A" attached hereto. The portion being leased is pictorially illustrated in Exhibit B attached hereto. The portion being leased includes the area in and around the two modular buildings that have been placed on the property, the gravel portion of the parcel immediately to the south of the modular buildings, and non-exclusive use for parking in the area to the north of the modular buildings. The parties do not want to incur the expense of a survey, and thus they have attached photographs of the modular buildings located on the parcel, and the surrounding gravel area to the south and the shared parking area to the north. The square footage of the property upon which the modular building are place is 103' x 60', for a total of 6,180 square feet. The graveled parking and the 6,180 feet attributable to the modular buildings shall be referred to herein as the "Subject Property". The modular buildings are place on the Subject Property, but are not considered part of the Subject Property, as they will continue to leased by the Lessee from a third party.

3. Lease Term.

The term of the Lease shall commence on the 14th day of December, 2007 and end on the 31st day of December, 2009. The term may be extended for up to 5 consecutive 2 year terms. Provided, the lease shall automatically terminate at the end of each 2 year term unless, by June 15 of the last year of each term the Lessee gives written notice of its intent to extend the lease term. If the notice is timely given and the Lessee is not in default under any of the Lease provisions, then the Term shall be extended for an additional 2 years, upon the same terms and conditions, except for the adjustment of the lease amount as set forth in Paragraph 5 below.

4. Rent.

Lessee agrees to pay, in advance, the monthly base rent. The initial base rent shall be one thousand five hundred forty five and no/100 U.S. dollars (\$1,545.00) per month. The

 _____ Lessor	 _____ Lessee
---	--

rent for December 2007 shall be prorated and paid with the January 2008 rent, both of which shall be due by January 18, 2008. All subsequent rent shall be due and payable on the 1st day of each month, commencing with February, 2008, and shall be paid without further invoice from Lessor. The rent shall be increased each year to reflect the increase in the Consumer Price Index for urban workers (CPI-U) for the Seattle/Tacoma/ Everett metropolitan area, as prepared by the US Department of Labor, from July to July in the preceding year. As additional rent the Lessee shall pay the leasehold tax and any lawful assessments against the subject property if there is any leasehold tax imposed as a result of the location of the modular buildings upon the property.

5. Utilities.



Lessee agrees to pay for all utilities charges in the event such are charged against the property as a result of the use of two modular buildings. Lessor has provided trash and recycle dumpsters and shall provide such services for Lessee at no additional charge.

6. Indemnification and Liability. Lessee agrees to save harmless and indemnify Lessor against and from all demands, claims, causes of action, or judgments, and all reasonable expenses incurred in investigating or resisting the same for injury to person, loss of life, or damage to property occurring on the leased premises and arising out of Lessee's use and occupancy; and Lessee agrees to carry liability insurance to protect Lessor with insurance limits to be approved by Lessor.

7. Assignment and Subletting. Lessee shall not assign this Lease nor sublet the leased premises without Lessor's written consent. Provided, however, if the Lease is transferred to a legal entity in which the Lessee is the only person with an ownership interest, then no consent shall be required but written notice of the assignment shall be given to the Lessee at the time of assignment.

8. Waivers. One or more waivers of any covenants or conditions by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition or agreement.

9. Use of Premises. Lessee will not make any changes or alterations to the property without Lessor's prior written consent, which consent may be withheld by Lessor in his sole discretion. Lessor consents to the improvements that are pictorially illustrated in Exhibit C attached hereto. Lessee agrees not to violate any law, ordinance, rule, or regulations of any governmental authority having jurisdiction of the leased premises. The Lessee agrees to indemnify and hold the Lessor harmless from any claims relative to the filling and grading that Lessee performed in anticipation of the placement of the modular building. This indemnity includes, but is not limited to, stormwater runoff damage claims and contamination claims incurred in evaluating the Lessee's proposal and the review and/or drafting of documents necessary to effectuate the provisions of this paragraph.

 _____ Lessor	 _____ Lessee
---	--

10. Default. It is agreed that if any rent shall be due and unpaid, or if default is made of any of the covenants and agreements to be performed by Lessee as set forth herein, then the Lessor may, at his option, enter upon said premises and relet the same for such rent and upon such terms as Lessor may see fit; and if the full rental herein shall not be realized by Lessor over and above any expense to Lessor in such reletting, Lessee will pay any deficiency promptly upon demand, or the Lessor may declare this Lease terminated and forfeited and take possession of the said premises, and Lessee agrees to pay a reasonable attorney fee and the costs of any Court action should it be necessary to enforce any of Lessor's remedies in this paragraph contained if Lessor is the prevailing party. Lessor agrees to pay a reasonable attorney fee and the costs of any Court action if Lessee should be the prevailing party.


11. Right of First Refusal. Lessor hereby grants to Lessee, on the terms and conditions herein set forth, the Right of First Refusal to purchase (as that term is hereafter described) the property subject to this lease. In the event that, while this Lease is in effect, the Lessor has received an offer for the purchase of the leased property subject only to this right of First Refusal, then Lessor shall provide Lessee with a fully signed copy of that Offer. If Lessee desires to exercise this Right, then Lessee shall, within ten (10) days after delivery to it of a copy of such Offer, deliver to Lessor a written notice of exercise. Upon such notice of exercise having been delivered, the Sale to Lessee shall close upon all the terms and conditions contained in the offer, except that Lessee shall be substituted for the original purchaser. If the original proposed purchaser has deposited any earnest money, then Lessee must, in order to make his notice of exercise effective, tender to Lessor along with his notice of exercise, the same amount of earnest money in the same form. If the notice to exercise the Right of First Refusal is not timely received, then the right is automatically terminated, and the Lessor may sell the property on the terms and conditions set forth in the Offer. If the transaction is closed, then the lease shall automatically terminate on the date the conveyance document is recorded. For the purpose of this Right of First Refusal, an Offer to purchase shall mean not only an agreement for conveyance of title either immediately at closing, or upon payment in full of a real estate contract, but also any ground lease with an initial term of not less than twenty-five (25) years. Provided, however, nothing in this provision is to be construed as preventing the parties from negotiating in the future with regards to whether or not credit against the purchase price should be given for any or all of the authorized improvements Lessee may make to the Subject Property.

12. Written Notices. All Notices required by this Agreement shall be considered properly delivered (1) when personally delivered, or (2) when transmitted by facsimile showing date and time of transmittal, or (3) on the day following mailing, postage prepaid, certified mail, return receipt requested, or (4) one (1) day after depositing in overnight carrier, e.g. Federal Express to:


Lessor:

Sorci Family LLC
c/o Mario Sorci

Lease
Page 3 of 5
011408



Lessor



Lessee

Anesthesia Equipment Supply Inc.
24301 Roberts Drive
Black Diamond, WA 98010
Facsimile: (800) 568-1679

Lessee: City of Black Diamond
Attention: City Administrator
P.O. Box 599
Black Diamond, WA 98010
Facsimile: (360) 886-2592

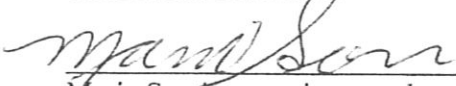
Lessee's Representative: Loren D. Combs
VSI Law Group, PLLC
3600 Port of Tacoma Rd., Suite 311
Tacoma, WA 98424
Facsimile: (253) 922-5848

13. Removal of Improvements at End of Lease Term. The Lessee shall remove at its expense the modular units and the associated decks and ramps, at the end of the lease term. The utilities, ballast, gravel, and any other improvements to the Subject Property shall not be removed and shall be deemed part of the Subject Property.

DATED this 15TH day of JAN., 2008.


LESSOR:

SORCI FAMILY LLC


Mario Sorci, managing member

LESSEE:

CITY OF BLACK DIAMOND


Howard Botts, Mayor


ATTEST:


Brenda Streepy, City Clerk

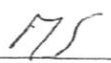

Approved as to Form:

Loren D. Combs
City Attorney


Lessor


Lessee

Lease
Page 5 of 5
011408

	
_____ Lessor	_____ Lessee

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that Mario Sorci is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath, stated that he was authorized to execute the instrument and acknowledged it as the Manager of Sorci Family LLC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 11/5/08

Shelly K Fulkerson
NOTARY PUBLIC
Print Name: Shelly K Fulkerson
My appointment expires: 2/13/09



b\18256\SorciLease011408.doc

MS B
Lessor Lessee

PARCEL A:

PARCEL 1 OF CITY OF BLACK DIAMOND SHORT PLAT NUMBER 78-007 RECORDED UNDER RECORDING NUMBER 7811039014, SAID SHORT PLAT BEING A SUBDIVISION OF THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON,

TOGETHER WITH THE NORTH 93 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 15, THENCE SOUTH $00^{\circ} 08' 52''$ EAST, ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 1915.41 FEET;

THENCE SOUTH $89^{\circ} 51' 08''$ WEST, A DISTANCE OF 440.67 FEET, TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN AN INSTRUMENT RECORDED UNDER RECORDING NUMBER 1645619 AND THE TRUE POINT OF BEGINNING;

THENCE NORTH $3^{\circ} 30' 28''$ WEST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 630.39 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF PARCEL 1, AS SHOWN ON A SURVEY OF RECORD BY GARY D. HOLMVIO, L.S. 10151, UNDER RECORDING NUMBER 7808229010, IN VOLUME 14 OF SURVEYS, PAGE 103;

THENCE SOUTH $87^{\circ} 45' 28''$ EAST 178.48 FEET, MORE OR LESS, TO A POINT 60 FEET FROM THE WEST LINE OF A TRACT OF LAND DESCRIBED BY DEED RECORDED UNDER RECORDING NUMBER 7501070376;

THENCE SOUTH $0^{\circ} 08' 52''$ EAST 320 FEET, MORE OR LESS, PARALLEL TO THE WEST LINE OF SAID TRACT TO A POINT 60 FEET FROM THE SOUTHWEST CORNER THEREOF;

THENCE SOUTH $5^{\circ} 45' 43''$ WEST 308 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN AN INSTRUMENT RECORDED UNDER RECORDING NUMBER 1656204;

THENCE NORTH $87^{\circ} 45' 28''$ WEST, ALONG THE SOUTH LINES OF TRACTS OF LAND DESCRIBED IN INSTRUMENTS RECORDED UNDER RECORDING NUMBERS 1656204 AND 1645617, A DISTANCE OF 110.00 FEET TO THE TRUE POINT OF BEGINNING.

(ALSO KNOWN AS LOT B, CITY OF BLACK DIAMOND LOT LINE ADJUSTMENT NUMBER 90-02, RECORDED UNDER RECORDING NUMBER 9002280435.)

EXHIBIT A
Page 2 of 2

PARCEL B:

THAT PORTION OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING ON EAST LINE OF THE SECTION 1,211.3 FEET SOUTH OF NORTHEAST CORNER OF SECTION;
THENCE NORTH 65° 16' 00" WEST 348.84 FEET;
THENCE NORTH 87° 49' 00" WEST, 70.9 FEET TO TRUE POINT OF BEGINNING;
THENCE SOUTH 3° 34' 00" EAST 100 FEET;
THENCE NORTH 87° 49' 00" WEST 60 FEET;
THENCE NORTH 3° 34' 00" WEST 100 FEET;
THENCE SOUTH 67° 49' 00" EAST 60 FEET TO TRUE POINT OF BEGINNING.

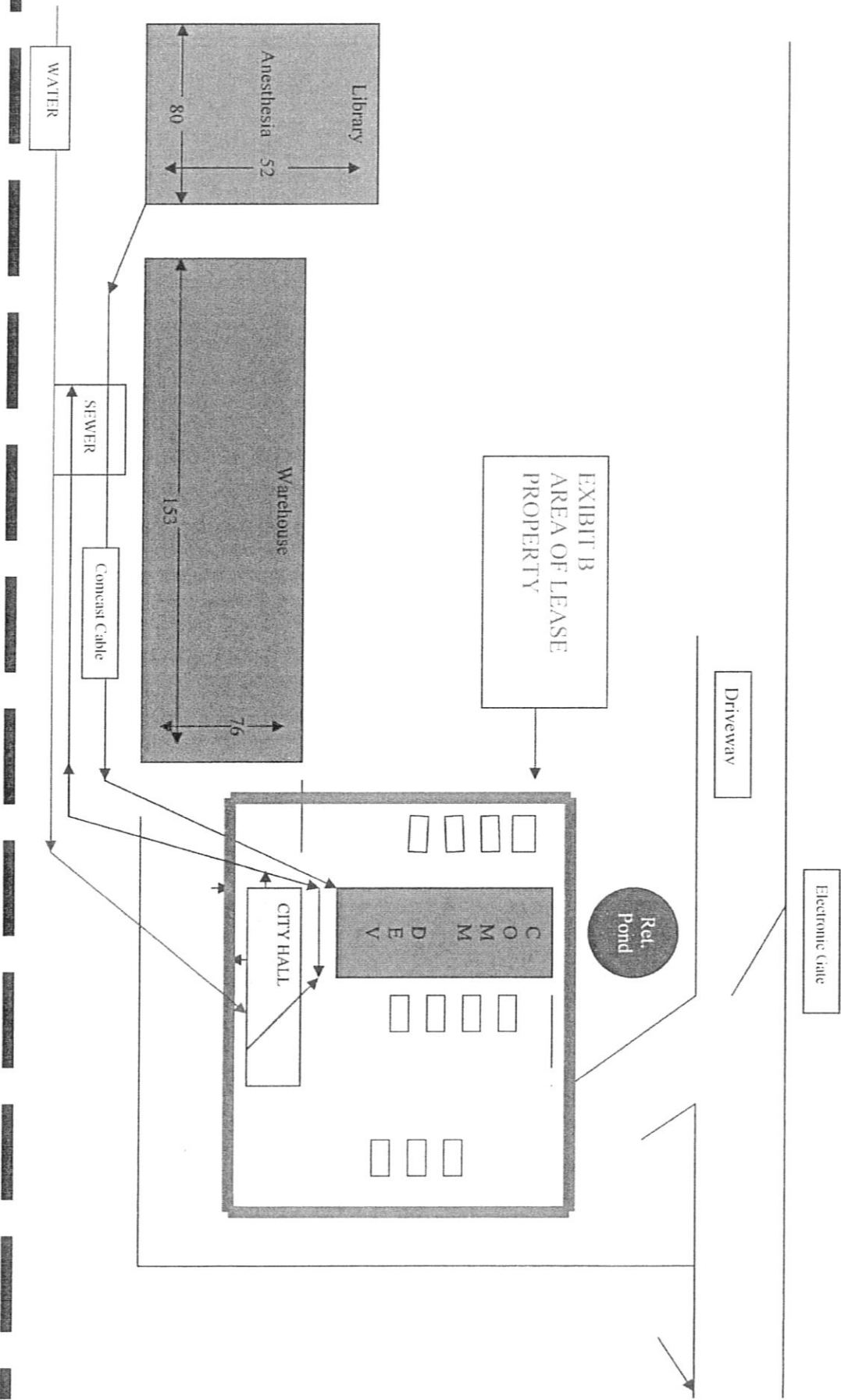


EXHIBIT C



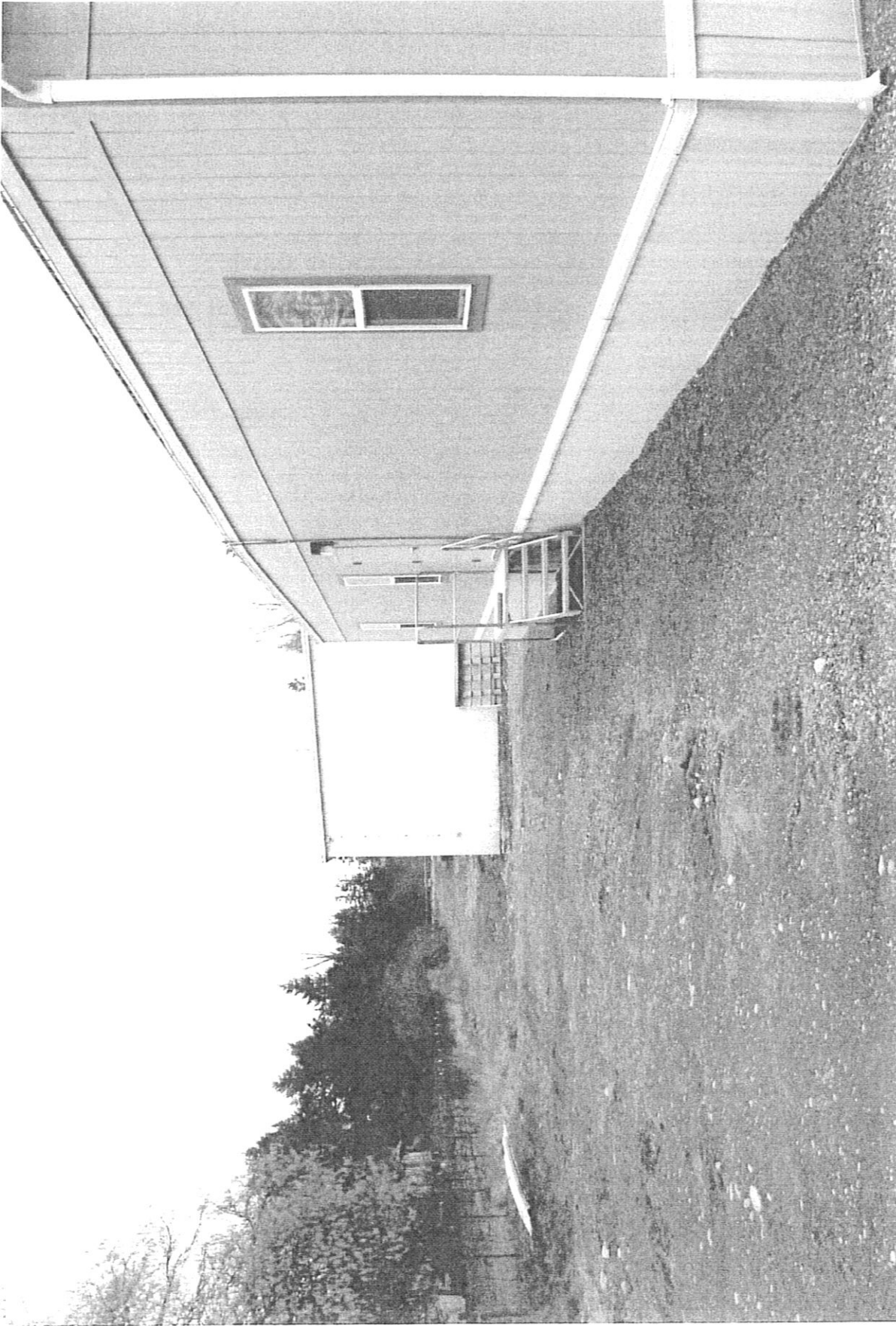
LOOKING EAST TO WEST AT REAR OF BUILDING

EXHIBIT C



LOOKING FROM SW TO NE FROM REAR OF WAREHOUSE

EXHIBIT C



LOOKING FROM SOUTH TO NORTH FROM SW CORNER OF CITY HALL

EXHIBIT C



LOOKING SOUTH TO NORTH FROM REAR OF BLDG.

EXHIBIT C



LOOKING NORTH TO SOUTH FRONT OF BLDG

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 11-739, Authorizing Lease Agreement (City Hall office space) with Sorci Family LLC	Agenda Date: March 3, 2011		AB11-017
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney –Chris Bacha	X	X
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson	X	
Cost Impact:	Police – Jamey Kiblinger		
Fund Source: funding agreement	Court – Stephanie Metcalf		
Timeline:	Comm. Dev. – Steve Pilcher		
Attachments: Resolution No. 11-739, Proposed Lease Agreement, Current Lease Agreement			
<p>SUMMARY STATEMENT:</p> <p>This is to continue the lease of the City Hall building with minor adjustments to the current lease.</p>			
<p>COMMITTEE REVIEW AND RECOMMENDATION: Budget and Finance Committee reviewed this material at their meeting on February 24, 2011 with approval.</p>			
<p>RECOMMENDED ACTION: MOTION to adopt Resolution No. 11-739, authorizing Lease Agreement for the City Hall building with Sorci Family LLC.</p>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
March 3, 2011			

RESOLUTION NO. 11-739

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT
NO. 1 TO THE LEASE FOR REAL PROPERTY WITH THE
SORCI FAMILY, LLC FOR THE USE OF CITY OFFICE
SPACE**

WHEREAS, the City entered into a lease agreement for real property with Sorci Family, LLC on June 19, 2008; and

WHEREAS, the City desires to continue to occupy the office space (City Hall) for a three year term with an effective date of January 1, 2011; and

WHEREAS, Sorci Family, LLC has offered to continue to lease to the City property that is zoned for office use; said property being identified as King County Assessor's Parcel Number 1521069093 and legally described as Exhibit A in the original lease agreement; and

WHEREAS, the City may elect to terminate this lease before the end of the lease term provided a minimum of 90 days written notification is provided and terminates the companion lease for unimproved real property as well; and

WHEREAS, the City will reimburse Sorci Family, LLC for one half of the municipal stormwater fees associated with the parcel that is subject to the lease and one fourth of the sanitary sewer fees, which will be invoiced and paid on a quarterly basis;

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

Section 1. Authorizing the Mayor to execute Amendment No. 1 to the lease for real property with the Sorci Family, LLC for the use of City office space substantially in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 3RD DAY OF MARCH, 2011.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

FIRST AMENDMENT TO LEASE AGREEMENT

FOR REAL PROPERTY (*City Hall*)

BY AND BETWEEN

CITY OF BLACK DIAMOND AND SORCI FAMILY LLC

This FIRST AMEDMENT (the “**First Amendment**”) to that certain lease agreement entered into on the 19th day of June 2008 by and between the parties herein set forth below (the “**Lease**”) for the lease of office space, is entered into on this ____ day of _____, 2011 by and between the City of Black Diamond, a municipal corporation operating under the laws of the state of Washington as a code city (the “**City**” or “**Lessee**”) and Sorci Family LLC, a Washington limited liability company (“**Lessor**”), the City and the Lessor hereinafter being collectively referred to as the “**Parties**” or individually as the “**Party**”.

WHEREAS, the City desires to continue to occupy the office space described in the Lease for a three year term; and

WHEREAS, the Lessor desires to continue to lease said premises to the City upon the same terms and conditions with the exception of the amendments to the Lease set forth herein; and

WHEREAS, the City and the Lessor desire to enter into this First Amendment for the purpose of renewing the Lease as amended herein;

NOW THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

Section 1. Renewal of Lease. The Lease, as amended herein, is hereby renewed with a commencement date of January 1, 2011 and terminating on December 31, 2013. The parties agree that in the event that this First Amendment is executed on or after the above date, the terms and conditions of this First Amendment shall apply as though it became effective on January 1, 2011.

Section 2. Amendment of Section 3 (Lease Term). Section 3 of the Lease is hereby stricken and replaced with the following:

The term of the Lease shall commence on the 1st day of January, 2011 and end on the 31st day of December, 2013. Provided, the Lessee may elect to terminate this lease in the event that it elects to and does timely terminate the companion lease dated the 14th day of December, 2007 and entered into by and between the City and the Lessor for the lease of unimproved real

property. In the event that the City makes such election, it shall give notice of such early termination to Lessor upon no less than 90 days written notice.

Section 3. Amendment of Section 5 (Utilities). Section 5 of the Lease is hereby amended by the addition of the following at the end of the second sentence therein:

Lessee agrees to reimburse Lessor for one half of the municipal stormwater fees associated with the parcel that is subject to the Lease and one fourth of the sanitary sewer fees. Lessor agrees that it will invoice the City for these amounts on a quarterly basis which amount shall be paid by the City within 30 days of receipt of such invoice.

Section 4. Terms and Conditions. All other terms and conditions of the Lease shall be and remain the same.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the day and year first above written.

CITY OF BLACK DIAMOND:

By: _____
Rebecca Olness, Mayor

Date: _____

SORCI FAMILY LLC:

By: _____

Print Name: _____

Its: _____

Date: _____

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **REBECCA OLNESS** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the **MAYOR** of the **CITY OF BLACK DIAMOND**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of
Washington

My appointment expires: _____

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

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

DATED: _____.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of
Washington

My appointment expires: _____

After Recording Return to:

Loren D. Combs
VSI Law Group, PLLC
3600 Port of Tacoma Road, Suite 311
Tacoma, WA 98424

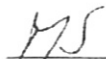
LEASE FOR REAL PROPERTY

1. Date and Parties. This Lease, for reference purposes only, is dated the 19th day of June, 2008, and is entered into by and between Sorci Family LLC, a Washington Limited Liability Company ("Lessor") and the City of Black Diamond, a municipal corporation of the State of Washington, ("Lessee").


2. Subject Property and Leased Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor approximately 2,000 square feet of office space ("Leased Premises") and identified as Unit B in the office building on the real property located at 24301 Roberts Drive, situated in Black Diamond, King County, Washington, identified under King County Assessor's number 1521069093, hereinafter referred to as the "Subject Property", and more fully described on Exhibit "A" attached hereto. The Leased Premises are pictorially illustrated on Exhibit B.

3. Lease Term. The term of the Lease shall commence on the 23rd day of June, 2008 and end on the 31st day of May, 2009. The term may be extended for six (6) additional one (1) year terms, not more than three (3) additional five (5) year terms. Provided, the lease shall automatically terminate at the end each one (1) year term unless, by March 15th of each term the Lessee gives written notice of its intent to extend the lease term. If the notice is timely given and the Lessee is not in default under any of the Lease provisions, then the Term shall be extended for an additional one (1) year, upon the same terms and conditions, except for the adjustment of the lease amount as set forth in Paragraph 4 below.

Lease Between Sorci Family LLC and
The City of Black Diamond
Page 1 of 7



Lessor



Lessee

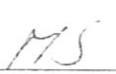

4. Rent. The initial base rent shall be Two Thousand and no/100 U.S. dollars (\$2,000.00) per month. Lessee shall pay to Lessor the base rent monthly, the payment shall be due by the 8th day of each month. The rent shall be increased each year to reflect the increase in the Consumer Price Index for urban workers (CPI-U) for the Seattle/Tacoma/ Everett metropolitan area, as prepared by the US Department of Labor, from July to July in the preceding year. As additional rent the Lessee shall pay the leasehold tax and any lawful assessments against the subject property. In addition to the above referenced increases, the rent shall be adjusted to the fair market rental value at the beginning of each fifth lease extension term. Between the time the notice of intent to extend the lease is given and March 15th preceding the commencement of the lease extension term, the parties shall meet in an attempt to establish the fair market value. If the parties cannot agree, then the parties shall attempt to agree on a licensed appraiser to perform an appraisal. Each party shall be responsible for ½ of the appraisal cost. If the parties cannot agree on an appraiser then the parties shall each choose an appraiser and the two appraisers shall choose a third appraiser who shall then perform the appraisal.

5. Utilities. Lessee agrees to pay for all utilities charges associated with Lessee's use of the Leased Premises, except for water charges. Provided, however, Lessor shall be responsible for any utility assessment charged to the Subject Property for system wide utility improvements, such as, but not limited to LID and ULID assessments.

6. Parking.

6.1 Lessee shall be provided with a minimum of 15 parking stalls. The Parking stalls shall not be reserved stalls, but will be undesignated stalls within the common surface parking area on the Subject Property, adjacent to the office building. Lessor agrees that he will not allow further uses on the Subject Property that would require the use of any of the 15 stalls in order to meet City of Black Diamond parking requirements, nor shall the Lessor enter into other contractual arrangements for parking that would require the use of the undesignated 15 stalls to meet the contractual obligation..

6.2 Lessee shall make a one time payment to Lessor of Two Thousand Five Hundred Dollars and no/100 (\$2,500.00) to be used for parking lot improvements.

 _____ Lessor	 _____ Lessee
---	--

7. Indemnification and Liability. Lessee agrees to save harmless and indemnify Lessor against and from all demands, claims, causes of action, or judgments, and all reasonable expenses incurred in investigating or resisting the same for injury to person, loss of life, or damage to property occurring on the leased premises and arising out of Lessee's use and occupancy; and Lessee agrees to carry liability insurance to protect Lessor with insurance limits to be approved by Lessor.

8. Assignment and Subletting. Lessee shall not assign this Lease nor sublet the leased premises without Lessor's written consent.

9. Waivers. One or more waivers of any covenants or conditions by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition or agreement.

10. Use of Premises. Lessee will not make any changes or alterations to the property without Lessor's prior written consent, which consent will not be unreasonably withheld. Lessee agrees not to violate any law, ordinance, rule, or regulations of any governmental authority having jurisdiction of the leased premises. Provided, it is anticipated that the Lessee may desire to make improvements to the inside of the building in order to make it accommodate the intended purpose of using the building for City offices. The Lessor shall consent to such tenant improvements as necessary to carry out the purpose of the lease of the Leased Premises and cooperate in obtaining necessary permits, if necessary, to do so if all the following conditions are met:

- (1) Adequate assurances are provided to protect the Subject Property from any liens;
- (2) The permitting process and structure improvements are done at no expense to Lessor;
- (3) The Lessee agrees to indemnify and hold the Lessor harmless from any claims relative to the building interior modifications; and

11. Default. It is agreed that if any rent shall be due and unpaid, or if default is made of any of the covenants and agreements to be performed by Lessee as set forth herein, then the Lessor may, at his option, enter upon said premises and relet the same for such rent and upon such terms as Lessor may see fit; and if the full rental herein shall not be realized by Lessor over and above any expense to Lessor in such reletting, Lessee will pay any deficiency promptly upon demand, or the Lessor may declare this Lease terminated and forfeited and take possession of the said premises, and Lessee agrees to pay a reasonable attorney fee and the costs of any Court action should it be necessary to enforce any of Lessor's remedies in this paragraph contained if Lessor is the prevailing party. Lessor agrees to pay a reasonable attorney fee and the costs of any Court action if Lessee should be the prevailing party.

12. Right of First Refusal. Lessor hereby grants to Lessee, on the terms and conditions herein set forth, the Right of First Refusal to purchase (as that term is hereafter described) the property subject to this lease. In the event that, while this Lease is in effect, the Lessor has received an offer for the purchase of the leased property subject only to this right of First Refusal, then Lessor shall provide Lessee with a fully signed copy of that Offer. If Lessee desires to exercise this Right, then Lessee shall, within ten (10) days after delivery to it of a copy of such Offer, deliver to Lessor a written notice of exercise. Upon such notice of exercise having been delivered, the Sale to Lessee shall close upon all the terms and conditions contained in the offer, except that Lessee shall be substituted for the original purchaser. If the original proposed purchaser has deposited any earnest money, then Lessee must, in order to make his notice of exercise effective, tender to Lessor along with his notice of exercise, the same amount of earnest money in the same form. If the notice to exercise the Right of First Refusal is not timely received, then the right is automatically terminated, and the Lessor may sell the property on the terms and conditions set forth in the Offer. If the transaction is closed, then the lease shall automatically terminate on the date the conveyance document is recorded. For the purpose of this Right of First Refusal, an Offer to purchase shall mean not only an agreement for conveyance of title either immediately at closing, or upon payment in full of a real estate contract, but also any ground lease with an initial term of not less than twenty-five (25) years. Provided, however, nothing in this provision is to be construed as preventing the parties from negotiating in the future with regards to whether or not credit against the purchase price should be given for any or all of the authorized improvements Lessee may make to the Leased Premises.

13. Written Notices: All Notices required by this Agreement shall be considered properly delivered (1) when personally delivered, or (2) when transmitted by facsimile showing date and time of transmittal, or (3) on the day of receipt of a mailing, postage prepaid, certified mail, return receipt requested, or (4) one (1) day after depositing in overnight carrier, e.g. Federal Express to:

Lessor: Sorci Family LLC
c/o Mario Sorci
Anesthesia Equipment Supply Inc.
24301 Roberts Drive
Black Diamond, WA 98010
Facsimile: (800) 568-1679

Lessee: City of Black Diamond
Attention: City Administrator
P.O. Box 599
Black Diamond, WA 98010
Facsimile: (360) 886-2592



Lessor



Lessee

DATED this 19th day of June, 2008.

CITY OF BLACK DIAMOND

MS [Signature]
Lessor Lessee

that he was authorized to execute the instrument and acknowledged it as the Managing Member of Sorci Family LLC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 6/30/08



Shelly K Fulkerson

NOTARY PUBLIC

Print Name: Shelly K Fulkerson

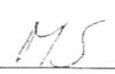
My appointment expires: 2/13/09

MS [Signature]
Lessor Lessee


EXHIBIT A

LEGAL DESCRIPTION

POR NE 1/4 BEG NE COR TH S ALG E LN 1296.05 FT TH S 89-51-08 W 239.34 FT TAP ON E LN TR DESC AUD # 3031570 & TPOB TH N 87-45-28 W 238.48 FT TO W LN TR DESC AUD #1645619 TH N 3-30-28 W COMMON WITH LN DESC AUD #1645619 240.81 FT TH S 87-45-28 E 180.9 FT TH S 63-12-28 E TO NE COR TR DESC AUD #3031570 TH S 0-08-52 E COMMON WITH LN DESC AUD #3031570 TO TPOB AKA POR OF PCL 1 OF BLACK DIAMOND SP NO 78-007 RECORDING NO 7811039014 TGW N 93 FT OF FOLG DESC PCL - BEG NE COR SD SEC 15 TH S ALG E LN OF SEC 1915.41 FT TH S 89-51- 08 W 440.67 FT TO SW COR OF TR CONV UNDER AUD #1645619 & TPOB TH N 03-30-28 W ALG W LN OF SD TR 630.39 FT M/L TO SW COR SD PCL 1 BD SP 78-007 REC #7811039014 TH S 87-45-28 E 178.48 FT M/L TAP 60 FT W FR TR DESC UNDER REC # 7501070376 TH S 0-08-52 E 320 FT M/L PLT W LN OF SD TR TAP 60 FT W FR SW COR TH OF TH S 05-45-43 W 308 FT M/L TO SE COR OF TR DESC UNDER AUD #1656204 TH N 87-45-28 W ALG S LN OF TRS DESC UNDER AUD #1656204 & 1645619 DIST 110 FT TO TPOB - SD PCL CONTAINS ALL OF LOT B OF BLACK DIAMOND LLA #90-02 REC #9002280435

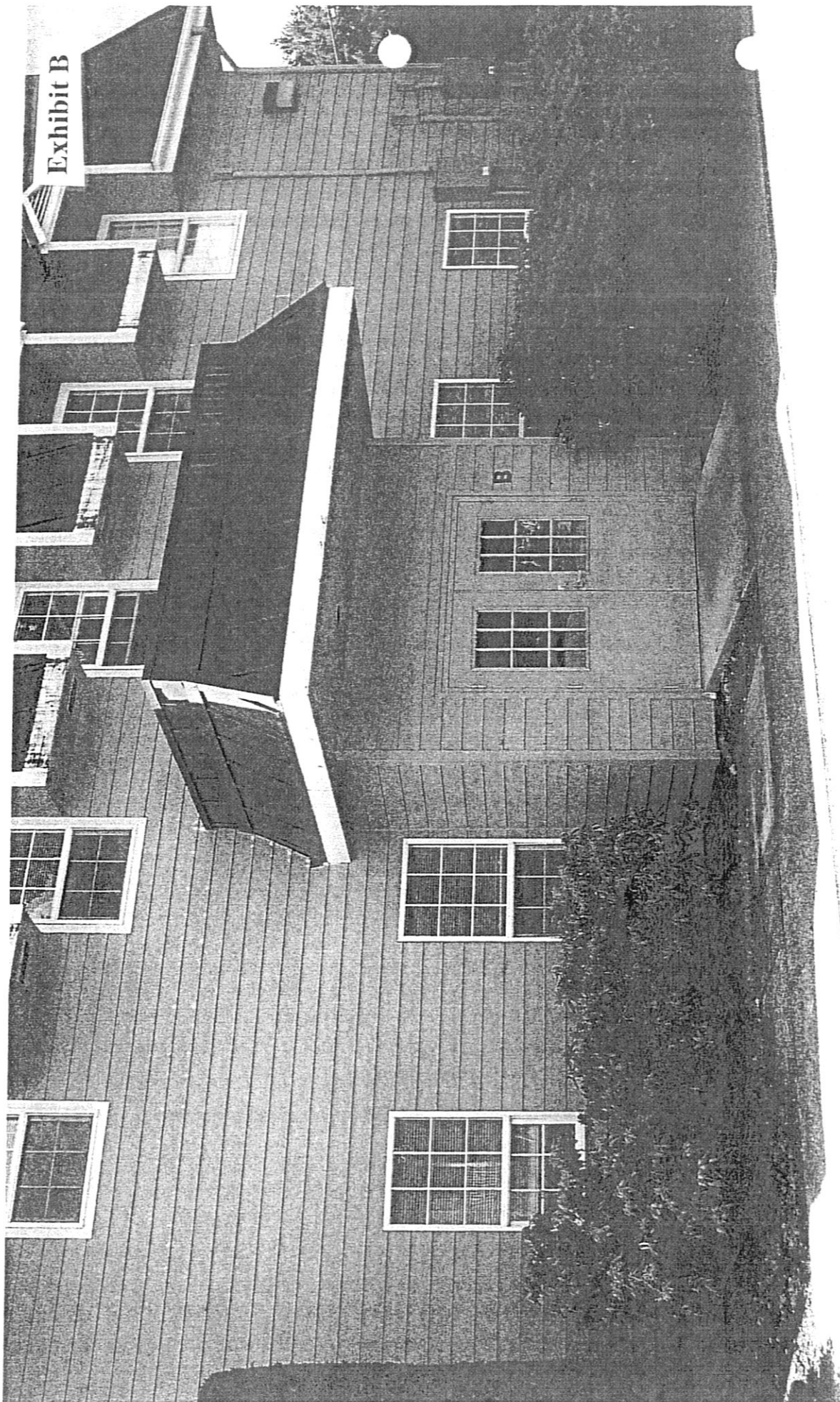


Lessor



Lessee

Exhibit B



CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 11-740, updating the City's official fee schedule to change certain Travel Document fees	Agenda Date: March 3, 2011		AB11-018
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		X
	City Administrator –		
	City Attorney – Chris Bacha		
	City Clerk – Brenda L. Martinez	X	
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact:	Court – Stephanie Metcalf		
Fund Source:			
Timeline:			
Attachments: Resolution No. 11-740, New Proposed Fee Schedule (Exhibit A) and Current Fee Schedule (Exhibit B)			
SUMMARY STATEMENT: <p>The City of Black Diamond became an approved passport acceptance facility in 2009 and in order for the City to collect the fees associated with this service those fees have been added to our official fee schedule.</p> <p>Recently we were notified of a change to one of the fees. Adoption of the resolution will update the current fee schedule to reflect the most current charge. For ease in reviewing, those areas where the fee schedule has been changed are highlighted.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Budget and Finance Committee reviewed this material at their meeting on February 24, 2011 with approval.			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 11-740, updating the City's official fee schedule to change certain travel document fees.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
March 3, 2011			

RESOLUTION NO. 11-740

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
UPDATING THE CITY'S FEE SCHEDULE TO CHANGE
CERTAIN FEES FOR TRAVEL DOCUMENTS**

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

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

WHEREAS, certain fees associated with Travel Documents have recently been changed and the fee schedule needs to reflect this change;

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

Section 1. The City's official fee schedule, previously adopted by Resolution No. 11-735 and shown in the attached Exhibit B is hereby amended as shown in attached Exhibit A. Areas where the fee schedule has been changed are highlighted in Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 3RD DAY OF MARCH, 2011.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

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

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

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

Water Investigation Certificates	Residential	\$100.00
	Multi-Family, Commercial, Industrial, Public	\$200.00
Hydraulic Model for Water System	Deposit	\$500.00
Non-Account Water Purchase		Double out of city rates
Water Equipment and Parts		Actual Costs plus 10%

PUBLIC WORKS - SEWER

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

PUBLIC WORKS - CLEARING & GRADING, CIVIL

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

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

PUBLIC WORKS - UTILITY EMERGENCY CALL OUT CHARGES

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

PUBLIC WORKS - CEMETERY

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

PLANNING/LAND USE

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

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

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

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

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

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

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

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

LICENSES

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

CITY STAFF RATES

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

Economic Development Director	Per Hour	\$72.00
Natural Resources	Per Hour	\$73.00
Building Official/Code Official	Per Hour	\$52.00
Public Works Director	Per Hour	\$80.00
Public Works Admin. Asst. 3	Per Hour	\$45.00
Utilities Supervisor	Per Hour	\$72.00
Utility Operator	Per Hour	\$43.00
Utility Worker	Per Hour	\$39.00
Facilities Coordinator	Per Hour	\$49.00
Police Chief	Per Hour	\$90.00
Police Officer w/ vehicle	Per Hour	\$75.00
Police Officer w/o vehicle	Per Hour	\$60.00
Associate Planner	Per Hour	\$45.00
Information Services Manager	Per Hour	\$71.00
Clerical Staff	Per Hour	\$28.00
City Engineer		Per Contract + 10%
City Attorney		Per Contract + 10%
Landscape Architect		Per Contract + 10%
Consultant Planner		Per Contract + 10%
Other Consultant or Contractors		Per Contract + 10%
Hearing Examiner		Per Contract + 10%

PARKS

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

PASSPORTS

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

** Other conditions and restrictions may apply, see City Clerk's office for more details.

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

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

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

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

Water Investigation Certificates	Residential	\$100.00
	Multi-Family, Commercial, Industrial, Public	\$200.00
Hydraulic Model for Water System	Deposit	\$500.00
Non-Account Water Purchase		Double out of city rates
Water Equipment and Parts		Actual Costs plus 10%

PUBLIC WORKS - SEWER

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

PUBLIC WORKS - CLEARING & GRADING, CIVIL

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

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

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

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

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

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

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

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

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

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

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

LICENSES

TYPE	DESCRIPTION	FEE
Regular Business License	0-50 employees	Initial Fee \$70 Renewal \$60
	51-100 employees	Initial Fee \$130 Renewal \$120
	101 or more employees	Initial Fee \$210 Renewal \$200
Regular Business License (partial)	Pro-rate: 50% fee reduction after June 30	\$35.00
Temp Business License (30 days)	per 30 day license, maximum of 2 per year	\$15.00
Duplicate Business License	per copy	\$10.00
Relocation/Re-issue	business moves locations	\$10.00
Specialty Licenses		
Pawnbrokers	Yearly	\$100.00
Firearms Dealer	Federal Firearms License, yearly	\$125.00
Solicitors and mobile vendors	per day	\$15.00
	per month	\$50.00
	per year	\$150.00
Carnivals, circus, and shows	per event	\$50.00
Adult Entertainment License	per establishment	\$1,000.00
	operator license	\$100.00
	employees license	\$50.00
Penalty, Late Renewal Payment	Feb 1-28	\$10.00
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	April 1-30	\$30.00
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Utility Worker	Per Hour	\$39.00
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City Engineer		Per Contract + 10%
City Attorney		Per Contract + 10%
Landscape Architect		Per Contract + 10%
Consultant Planner		Per Contract + 10%
Other Consultant or Contractors		Per Contract + 10%
Hearing Examiner		Per Contract + 10%

PARKS

TYPE	DESCRIPTION	FEE
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Execution Fee		\$25.00
		Total \$135.00
Passport Fee **	Under Age 16	\$80.00
Execution Fee		\$25.00
		Total \$105.00
Passport Card		
Passport Fee **	Age 16 and over	\$30.00
Execution Fee		\$25.00
		Total \$55.00
Passport Fee **	Under Age 16	\$15.00
Execution Fee		\$25.00
		Total \$40.00
Expediting Fee (Book Only)		\$60.00
File Search Fee		\$150.00
Overnight Deliver Return Fee	Passport book only	\$14.96

** Other conditions and restrictions may apply, see City Clerk's office for more details.

MISCELLANEOUS FEES		
TYPE	DESCRIPTION	FEE
Photocopying	per page	\$0.15
Oversize Documents/Plotter copies	per page, black & white	\$5.00
	per page, color	\$7.00
Duplication Audio Tapes CD's	Per tape/CD	\$10.00
Transcription Preparation	staff time or outside agency	actual cost
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Return Check Fee plus door hanger for utility payments		\$45.00
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