



<p>Title</p> <p>Right-of-Way and Drainage Facility Inspection Fees</p>	<p>Document Code No.</p>
<p>Department/Issuing Agency</p> <p>County Executive Office</p>	<p>Effective Date.</p> <p>April 2000</p>
<p>Approved</p>	

County Executive

1.0 SUBJECT TITLE: Right-of-Way and Drainage Facility Inspection Fees

1.1 **EFFECTIVE DATE:** Ten days after signature

1.2 **TYPE OF ACTION:** Implement KCC 27.02.085

1.3 **KEYWORDS:** Applicant, Financial Guarantee, Drainage Facility Improvement, Road Right-of-Way Improvement, Inspection Fees

2.0 PURPOSE:

2.1 To implement the fee collection provisions of K.C.C. 27.02.085 which mandates the charging of fees for any financial guarantee work performed by the departments of natural resources and transportation related to storm water drainage facilities and roadway improvements.

3.0 ORGANIZATIONS AFFECTED:

- 3.1 Applicants
- 3.2 King County Department of Transportation (DOT)
- 3.3 King County Department of Natural Resources (DNR), Water & Land Resources Division (WLR)
- 3.4 King County Department of Development and Environmental Services (DDES)

4.0 REFERENCES:

- 4.1 King County Code Title 9
- 4.2 King County Code Title 14
- 4.3 King County Code Title 19 or 19A, as applicable
- 4.4 King County Code Title 27
- 4.5 King County Ordinance 12020
- 4.6 King County Ordinance 13659
- 4.7 These references are available from DDES:
 - 4.7.1 Site Improvement Financial guarantee Quantity Worksheet
 - 4.7.2 Pre-Issuance Construction Authorization Financial guarantee Quantity Worksheet
 - 4.7.3 Maintenance and Defect Agreement (Two Years) for Public Roads and Drainage Facilities

5.0 DEFINITIONS:

- 5.1 **Applicant** - a property owner, or any person or entity designated or named in writing by the property owner to be the Applicant, in an application for a development proposal, permit, or approval.
- 5.2 **Development** - any activity that requires a permit or approval, including but not limited to a building permit, grading permit, shoreline substantial development permit, conditional use permit, special use

permit, zoning variance or reclassification subdivision, short subdivision, Urban Planned Development, binding site plan, site development or right-of-way use permit.

- 5.3 **Drainage Facility Improvement** - a constructed or engineered feature that collects, conveys, stores, or treats surface and storm water runoff. Drainage facility improvements shall include, but not be limited to, all constructed or engineered streams, pipelines, channels, ditches, gutters, lakes, wetlands, closed depressions, flow control or water quality treatment facilities, erosion or sedimentation control facilities, and other drainage structures and appurtenances that provide for drainage.
- 5.4 **Drainage Review** - an evaluation by King County staff of a proposed improvement's compliance with the drainage requirements in the King County Surface Water Design Manual. The Surface Water Design Manual is available from WLR.
- 5.5 **Financial Guarantee** - a form of financial security posted to ensure proper and timely completion of improvements in compliance with the engineering plan, to ensure compliance with the King County Code and/or to warranty materials, workmanship of improvements and design. Financial guarantees include assignments of funds, cash deposit, surety financial guarantees and/or other forms of financial security acceptable to or required by the director of the Department of Development and Environmental Services. The term "defect and maintenance guarantee" is a subcategory of financial guarantee.
 - 5.5.1 **Defect and Maintenance Guarantee** - a form of financial guarantee posted to warrant the materials, workmanship, design, maintenance, and operation of improvements to roads and drainage facilities for a specific period of time, normally for two years.
- 5.6 **Inspection Fee** - a fee charged to the Applicant by King County Department of Transportation and/or Department of Natural Resources to recover the cost of inventorying and inspecting newly constructed drainage facilities and road right-of-way improvements upon completion of construction and during the timeframe governed by a Defect and Maintenance Guarantee.
- 5.7 **Road Right-of-Way Improvement** - includes but is not limited to streets, street surfaces and all subgrades and lateral supports, curbs and gutters, other drainage structures and appurtenances that provide for drainage, sidewalks, and crosswalks. Anything done within the right-of-way is maintained by Roads Maintenance and therefore should be considered Roads right-of-way improvements.
- 5.8 **Site** – the property or the portion of a property in, on or for which drainage or roadway improvements are constructed, operated and/or maintained.

6.0 **POLICIES:**

Construction, Inspection, and Maintenance

- 6.1 The Applicant required to construct road right-of-way and/or a drainage facility improvements which are covered by a defect and maintenance guarantee shall be responsible for the operation and maintenance of the improvement in accordance with standards and requirements of the departments of natural resources and transportation. The Applicant will be liable as a result of breach of these duties for the period covered by the defect and maintenance guarantee.
- 6.2 During the timeframe covered by the defect and maintenance guarantee, King County staff will periodically inspect road right-of-way and drainage facility improvements. King County shall provide notice to the Applicant when maintenance and/or repairs are necessary to the improvement, specifying a reasonable timeframe within which such work is to be completed.
- 6.3 In the event that the Applicant does not complete such maintenance and/or repairs, King County may perform such work upon prior notice to the Applicant. When this occurs, the Applicant is required to reimburse King County for any and all costs incurred for such work.

- 6.4 If, on the basis of its inspections, the County determines that repairs must be performed immediately to prevent risk to person(s) and property, the County may make necessary repairs and the costs of those repairs shall be paid by the Applicant upon demand.
- 6.5 The Applicant shall pay fees for the inspections performed by the County that are incurred during the timeframe covered by the defect and maintenance guarantee. Inspection fees will be based on actual hourly rates of employees and equipment costs and shall not exceed on an hourly basis the current hourly rate charged by DDES.
- 6.6 After the final inspection and during the timeframe of the defect and maintenance guarantee, if King County, at its sole discretion, determines that the improvements are not adequately maintained, do not operate satisfactorily or contain defects in design, materials or workmanship, then the Applicant shall promptly perform maintenance, correction or repair to the County's satisfaction.

7.0 PROCEDURES:

Action By: Action:
Inspection and Billing Process

DNR and DOT Provide periodic inspections of the improvements and record their status. DNR and DOT will make joint billings for inspections that are performed during the two-year defect and maintenance agreement.

Inform Applicant by mail of any failures and/or maintenance necessary. DOT will send a copy of all correction notices to WLR and WLR will send a copy of all correction notices to DOT. King County staff shall be available to coordinate repairs with the Applicant.

Provide the final inspection prior to the end of the normally two-year period and send punch list to the Applicant by the end of the 22nd month of such period.

DNR and DOT will inspect facilities to ensure that all repairs are completed before the end of the two-year defect and maintenance guarantee period. If the Applicant fails to complete the repairs in the required timeframe, DNR and DOT will send a joint letter identifying deficiencies.

8.0 RESPONSIBILITIES:

- 8.1 The Applicant is responsible, at a minimum, for:
 - 8.1.1 Demonstrating that the development complies with the Surface Water Design Manual, King County Roads Standards, Preliminary Plat Conditions, Permit Requirements, and Building Requirements.
 - 8.1.2 Constructing, maintaining, and repairing the improvements required by the approved plans and County inspectors.
 - 8.1.3 Paying inspection fees and acquiring necessary financial guarantee and insurance.
- 8.2 DDES is responsible for:
 - 8.2.1 Setting the right-of-way and drainage facility financial guarantee amount.
 - 8.2.2 Intaking the financial guarantee and transferring it to DOT.
- 8.3 DOT is responsible for:
 - 8.3.1 Periodically inspecting road right-of way improvements to ensure that they meet King County standards.
 - 8.3.2 Billing the Applicant for inspection services.
 - 8.3.3 Ensuring road right-of-way improvements are inspected and inventoried prior to final acceptance for operation and maintenance.
- 8.4 DNR is responsible for:

- 8.4.1 Periodically inspecting drainage facility improvements to ensure they meet King County standards.
- 8.4.2 Billing the Applicant for inspection services.
- 8.4.3 Ensuring drainage facilities are inspected and inventoried prior to final acceptance for operation and maintenance.

9.0 SEVERABILITY:

If a provision of the rules contained herein or its applicability to any person or circumstance is held invalid, the remainder of the provisions of these rules or the application of the provision to other persons or circumstances shall not be affected.

10.0 APPENDICES:

None.