



BUCKLEY CITY COUNCIL MEETING AGENDA
January 22, 2019
Multi-Purpose Center, 811 Main Street
City Council Meeting
Opening 7:00 P.M.

Call to Order
Pledge of Allegiance
Roll Call of Council Members

Next Ordinance #01-19
Next Resolution #19-01
Next Agenda Bill #AB19-009

A. Citizen Participation

Time Limit of Three Minutes (Must sign up at City Hall by Wednesday prior to the Council Meeting)

B. Staff Reports

C. Main Agenda

- | | |
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| Page 8 | 1. ORD No. ___-19 – Adding New Chapter 19.25A – Regulations for Small Wireless Facilities |
| Page 29 | 2. ORD No. ___-19 – Amending BMC Chapter 13.35 |
| Page 39 | 3. ORD No. ___-19 – Agreement with MCImetro Access Transmission Services Corp. (1 st Reading) |
| Page 80 | 4. RES. No. 19-___ - Amending Taxes, Rates, & Fees Schedule #29 |
| Page 99 | 5. Final Acceptance: WWTP Non-Potable Water System Improvements |
| Page 101 | 6. Final Acceptance: River Avenue Improvements |
| Page 104 | 7. Technical Service Agreement – Town of Carbonado |
| Page 110 | 8. Employment Agreement – Public Works Director |

D. Consent Agenda

- | | |
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| Page 117 | 9. A. Approve Minutes of January 8, 2019 |
| Page 121 | B. Transfer Vouchers |

E. Committee Reports

- | | |
|---|------------|
| 10. Mayor's Report | Johnson |
| 11. Administration, Finance & Public Safety | Tremblay |
| 12. Transportation & Utilities | B. Burkett |
| 13. Community Services | S. Burkett |
| 14. Council Member Comments & Good of the Order | |



CITY OF BUCKLEY ♦ PO BOX 1960 ♦ BUCKLEY, WA 98321
360-829-1921 ♦ Fax 360-829-2659 ♦ <http://www.cityofbuckley.com>

CITY OF BUCKLEY MEETING LIST

January 2019

Jan. 22	9:30 AM	Admin, Finance, & PS (City Hall)
Jan. 22	7:00 PM	City Council
Jan. 28	7:00 PM	Planning Commission

February 2019

Feb. 5	7:00 PM	City Council Study Session
Feb. 11	10:30 AM	Buckley Hall Board (City Hall)
Feb. 11	7:00 PM	Planning Commission
Feb. 12	9:30 AM	Admin, Finance, & PS (City Hall)
Feb. 12	7:00 PM	City Council
Feb. 19	7:00 PM	Transportation & Utilities (City Hall)
Feb. 21	1:00 PM	Community Services (City Hall)
Feb. 25	7:00 PM	Planning Commission
Feb. 26	9:30 AM	Admin, Finance, & PS (City Hall)
Feb. 26	7:00 PM	City Council

January 2019



Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 	2	3	4	5
6	7	8 9:30 A/F/PS 7 City Council	9	10	11	12
13	14 10:30 Buckley Hall Board 7 Planning Commission	15 7 Transportation & Utilities	16	17 1 Community Services	18	19
20	21 	22 9:30 A/F/PS 7 City Council	23	24	25	26
27	28 7 Planning Commission	29	30	31		

February 2019



Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5 <i>7 City Council Study Session</i>	6	7	8	9
10	11 <i>10:30 Buckley Hall Board 7 Planning Commission</i>	12 <i>9:30 A/F/PS 7 City Council</i>	13	14 	15	16
17	18 	19 <i>7 Transportation & Utilities</i>	20	21 <i>1 Community Services</i>	22	23
24	25 <i>7 Planning Commission</i>	26 <i>9:30 A/F/PS 7 City Council</i>	27	28		

A. CITIZEN PARTICIPATION

B. STAFF REPORTS

C. MAIN AGENDA

CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: ORD No. ____-19: Adopting Interim Land Use Regulations Regulating Small Wireless Communications Facilities	Agenda Date: January 22, 2019		AB19-009
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts	X	X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival		
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		X
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		X
Attachments: Ordinance, Attorney Statement			
<p>SUMMARY STATEMENT: The purpose of this ordinance is to adopt and establish interim permitting and aesthetic requirements and revisions to the City’s wireless communications facilities code provisions in response to the enactment of regulations by the FCC Order regarding small wireless facilities for a period of six (6) months, or until such earlier time as permanent regulations may be adopted.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: MOTION to approve Ordinance No. __-19 Adopting Interim Land Use Regulations Regulating Small Wireless Communications Facilities.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
1/22/2019			

CITY OF BUCKLEY, WASHINGTON

ORDINANCE NO. ____-19

AN ORDINANCE OF THE CITY OF BUCKLEY, WASHINGTON, ADOPTING INTERIM LAND USE REGULATIONS AND OFFICIAL CONTROLS PURSUANT TO RCW 35A.63.200 AND RCW 36.70A.390; AMENDING TITLE 19 OF THE BUCKLEY MUNICIPAL CODE TO ADD A NEW CHAPTER 19.25A AUTHORIZING AND ESTABLISHING PERMITTING REGULATIONS AND AESTHETIC AND DESIGN STANDARDS FOR THE DEPLOYMENT OF SMALL WIRELESS FACILITIES; REVISING SECTION 19.25.030 TO EXEMPT SMALL WIRELESS FACILITIES FROM EXISTING WIRELESS REQUIREMENTS; AMENDING CHAPTER 19.25 TO ADD A NEW SECTION TO ADDRESS ELIGIBLE FACILITY REQUESTS; ADOPTING FINDINGS IN SUPPORT OF THE FOREGOING; REQUIRING A POST-ADOPTION PUBLIC HEARING; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Federal Communications Commission (FCC) recently adopted a Declaratory Ruling and Third Report and Order (the “FCC Order”), which imposes limitations on the processing and review of all permits associated with the deployment of small wireless facilities; and

WHEREAS, the permitting procedures as well as the aesthetic design and concealment standards that govern deployment of small wireless facilities will become part of Chapter 19.25A;

WHEREAS, separately, federal law and regulation also sets time limits on the processing of applications for eligible facility requests to expand existing structures which do not substantially change the height or profile of the structures used to collocate wireless communications facilities and which regulations will also become part of Chapter 19.25; and

WHEREAS, the FCC Order allows the City to adopt aesthetic standards for deployment of small wireless facilities that will require utilization of a consolidated process emphasizing administrative review in order to comply with federal presumptively reasonable time limits for review; and

WHEREAS, the City Council finds that the existence of federal regulations requires the enactment of administrative procedures and processes which can comply with the FCC Order; and

WHEREAS, the potential conflict between existing City land use review timelines and the preemptive federal shot clocks creates a time sensitive emergency; and

WHEREAS, the City is authorized by state law, including RCW 36.70A.390 and RCW 35A.63.200, to expeditiously adopt interim zoning ordinances for the protection of the public peace, safety, or health while permanent regulations are developed, vetted and processed through the City’s standard legislative procedures; and

WHEREAS, the City Council finds that the use of the interim zoning ordinance will allow the City to meet the requirements of the FCC Order which became effective on January 14, 2019 while providing a meaningful opportunity for its citizens to provide input regarding design, concealment and

other aesthetic standards within the longer timeframe permitted by use of an interim zoning ordinance; and

WHEREAS, the City Council finds that adopting interim zoning regulations as set forth herein for up to six (6) months is necessary for the preservation of the public peace, health or safety;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUCKLEY, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Purpose. The purpose of this ordinance is to adopt and establish interim permitting and aesthetic requirements and revisions to the City’s wireless communications facilities code provisions in response to the FCC Order for a period of six (6) months, or until such earlier time as permanent regulations may be adopted.

Section 2. Findings. The City Council hereby adopts its findings above and further finds that this ordinance is necessary in order to address potential applications for small wireless facilities in the City within the review periods prescribed by the FCC Order.

Section 3. Amendment to BMC 19.25.030. The Buckley Municipal Code Section 19.25.030 is hereby amended as follows:

The following are exempt from the provisions of the wireless facilities portion of this chapter:

- (1) Routine maintenance or repair of a personal wireless service facility and related equipment (excluding structural work or changes in height or dimensions of antennas, towers, or buildings); provided, that compliance with the standards of this chapter is maintained.
- (2) A COW or other temporary personal wireless telecommunications facility shall be permitted during an emergency declared by the city.
- (3) Emergency services’ telecommunication devices.
- (4) Small wireless communications facilities subject to BMC Chapter 19.25A.

Section 4. Amendment to Chapter 19.25 BMC - Adoption of New Section BMC 19.25.170. Chapter 19.25 of the Buckley Municipal Code is hereby amended by the addition of a new section 19.25.170 Eligible Facilities Request and is hereby enacted as follows:

19.25.170 Eligible Facilities Requests

A. Definitions. The following definitions shall apply to Eligible Facilities Requests only as described in this Section 19.25.170.

1. “Base Station”: A structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined herein nor any equipment associated with a tower. Base Station includes, without limitation:
 - a. Equipment associated with wireless communications services as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

b. Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems (“DAS”) and small wireless networks).

c. Any structure other than a tower that, at the time the relevant application is filed (with jurisdiction) under this section, supports or houses equipment described in subparagraph (i) and (ii) above that has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing that support.

d. The term does not include any structure that, at the time the Eligible Facilities Request application is filed with the City, does not support or house equipment described in subparagraph (1)(a) and (1)(b) above.

2. “Collocation”: The mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communication purposes.

3. “Eligible Facilities Request”: Any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:

- a. Collocation of new transmission equipment;
- b. Removal of transmission equipment; or
- c. Replacement of transmission equipment.

4. “Eligible support structure”: Any tower or base station as defined in this section, provided that it is existing at the time the relevant application is filed with the City.

5. “Existing”: A constructed tower or base station is existing if it has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.

6. “Substantial Change”: A modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

- a. For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty (20) feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten (10) feet, whichever is greater;
- b. For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty (20) feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of

the structure by more than six (6) feet;

c. For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and Base Stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;

d. It entails any excavation or deployment outside the current site;

e. It would defeat the concealment elements of the eligible support structure; or

f. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided, however, that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified above.

7. “Tower”. Any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul and the associated site.

8. “Transmission equipment”. Equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

B. Application. The City shall prepare and make publicly available an application form used to consider whether an application is an Eligible Facilities Request. The application may not require the applicant to demonstrate a need or business case for the proposed modification.

C. Qualification as an Eligible Facilities Request. Upon receipt of an application for an Eligible Facilities Request, the City shall review such application to determine whether the application qualifies as an Eligible Facilities Request.

D. Timeframe for Review. Applications for an Eligible Facilities Request are subject to a Type A-1 decision, which application shall be approved within sixty (60) days of the date on which an applicant submits an Eligible Facilities Request application, unless the City determines that the application is not covered by this Section 19.25.170.

E. Tolling of the Time Frame for Review. The sixty (60) day review period begins to run when the application is filed and may be tolled only by mutual agreement by the City and the applicant or in cases where the City determines that the application is incomplete. The timeframe for review of an Eligible Facilities Request is not tolled by a moratorium on the review of applications.

1. To toll the timeframe for incompleteness, the City shall provide written notice to the

applicant within thirty (30) days of receipt of the application, clearly and specifically delineating all missing documents or information required in the application.

2. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City’s notice of incompleteness.

3. Following a supplemental submission, the City will notify the applicant within ten (10) days that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this sub-section. Second or subsequent notice of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

F. **Determination That Application Is Not an Eligible Facilities Request.** If the City determines that the applicant’s request does not qualify as an Eligible Facilities Request, the City shall deny the application.

G. **Failure to Act.** In the event the City fails to approve or deny a request for an Eligible Facilities Request within the timeframe for review (accounting for any tolling), the request shall be deemed granted. The deemed grant does not become effective until the applicant notifies the City in writing after the review period has expired (accounting for any tolling) that the application has been deemed granted.

Section 5. Amendment of Title 19 MMC – Adoption of New Chapter 19.25A. Title 19 of the Buckley Municipal Code is hereby amended by the addition of a new chapter 19.25A Small Wireless Facilities and is hereby enacted as follows:

**Chapter 19.25A
SMALL WIRELESS FACILITIES**

Sections:

- 19.25A.010 Purpose.
- 19.25A.020 Definitions.
- 19.25A.030 General provisions.
- 19.25A.040 Application requirements for small wireless facilities.
- 19.25A.050 Review Process.
- 19.25A.060 Permit Requirements.
- 19.25A.070 Modifications to Small Wireless Facilities.
- 19.25A.080 Consolidated Permit.

- 19.25A.090 Design and concealment standards for small wireless facility deployments.
- 19.25A.100 New poles in the rights-of-way for small wireless facilities.
- 19.25A.110 Appeals.

19.25A.010 Purpose.

The purpose of this chapter is to set forth the regulations for the placement, development, permitting, and removal of small wireless facilities. Among the purposes included are to:

H. Minimize potential adverse visual, aesthetic, and safety impacts of small wireless facilities.

- I. Establish objective standards for the placement of small wireless facilities.
- J. Ensure that such standards allow competition and do not unreasonably discriminate among providers of functionally equivalent services.
- K. Encourage the design of such small wireless facilities to be aesthetically and architecturally compatible with the surrounding built and natural environments where possible.
- L. Encourage the collocation or attachment of small wireless facilities on existing support structures to help minimize the total number and impact of such structures throughout the community.

19.25A.020 Definitions.

See Chapter BMC 13.35 for additional definitions for terms utilized in this Chapter.

- A. “Antenna” means any exterior apparatus designed for telephonic, radio, data, Internet or other communications through the sending and/or receiving of radio frequency signals including, but not limited to, equipment attached to a tower, utility pole, building or other structure for the purpose of providing wireless services.
- B. “City” means the City of Buckley, a municipal corporation of the state of Washington in its present incorporated form or in any later recognized, consolidated, enlarged or reincorporated form.
- C. “City property” means any real property owned by City, whether in fee or other ownership estate of interest.
- D. “Collocation” means (1) mounting or installing an antenna facility on a pre-existing structure, and/or (2) modifying a structure for the purpose of mounting or installing an antenna facility on that structure.
- E. “Director” means the Planning Director his/her designee.
- F. “FCC” or “Federal Communications Commission” means the federal administrative agency, or lawful successor, authorized to regulate and oversee telecommunications carriers, services and providers on a national level.
- G. “Franchise” or “franchise agreement” is a contract by which a grantee is allowed to use City right-of-way for the purpose of carrying on the business in which it is generally engaged, including furnishing service to members of the public.
- H. “Grantee” means the person, firm or corporation to whom or which a franchise, as defined in this section, is granted by the council under this Chapter and the lawful successor, transferee or assignee of such person, firm or corporation.
- I. “Grantor” means the City of Buckley acting through its City council.
- J. “Light Pole” means a pole owned by the City and used primarily for lighting streets, parking areas, parks or pedestrian paths.
- K. “Macro facility” means a large wireless communication facility that provides radio frequency coverage for a cellular telephone network. Generally, macro cell antennas are mounted on ground-based

towers, rooftops and other existing structures, at a height that provides a clear view over the surrounding buildings and terrain. Macro cell facilities typically contain antennas that are greater than three cubic feet per antenna and typically cover large geographic areas with relatively high capacity and may be capable of hosting multiple wireless service providers.

L. “Public right-of-way” or “right-of-way” means land acquired or dedicated for public roads and streets but does not include:

1. State highways;
2. Land dedicated for road, streets, and highways not opened and not improved for motor vehicle use by the public;
3. Structures, including poles and conduits, located within the right-of-way;
4. Federally granted trust lands or forest board trust lands;
5. Lands owned or managed by the state parks and recreation commission; or
6. Federally granted railroad rights-of-way acquired under 43 U.S.C. Sec 912 and related provisions of federal law that are not open for motor vehicle use.

M. “Service provider” is defined consistently with RCW 35.99.010(6). Service provider shall include those infrastructure companies that provide telecommunications services or equipment to enable the deployment of personal wireless services.

N. “Small wireless” and “small wireless facility” shall have the same meaning as a “small wireless facility” as set forth in 47 CFR 1.6002.

O. “State” means the state of Washington.

P. “Structure” means a pole, tower, base station, or other building, whether or not it has an existing antenna facility, that is used or to be used for the provision of telecommunications service (whether on its own or comingled with other types of services).

Q. “Telecommunications facilities” means the plant, equipment and property including, but not limited to, cables, wires, conduits, ducts, pedestals, electronics, and other appurtenances used or to be used to transmit, receive, distribute, provide or offer wireline or wireless telecommunications service.

R. “Telecommunications service” means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this subsection, “information” means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For the purpose of this Chapter, telecommunications service excludes the over-the-air transmission of broadcast television or broadcast radio signals.

S. “Traffic Signal Poles” means a pole that supports equipment used for controlling traffic, including but not limited to traffic lights, rapid flashing beacons, speed radar, and school zone flashers.

T. “Transmission equipment” means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas,

coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

U. “Unified enclosure” means a small wireless facility providing concealment of antennas and equipment within a single enclosure.

V. “Utility pole” means a structure designed and used primarily for the support of electrical wires, telephone wires, television cable, traffic signals, or lighting for streets, parking areas, or pedestrian paths.

19.25A.030 General provisions.

A. Small wireless facilities shall not be considered nor regulated as essential public facilities.

B. Small wireless facilities located outside of the public rights-of-way may be either a primary or a secondary use. A different use of an existing structure on the same lot shall not preclude the installation of a small wireless facility.

C. Small wireless facilities located within the public right-of-way pursuant to a valid franchise are outright permitted uses in every zone of the City but still require a small wireless facility permit pursuant to Section 19.25A.040.

19.25A.040 Application requirements for small wireless facilities.

A. Any application for a small wireless facility both inside and outside of the right-of-way shall comply with the following application requirements for a small wireless facility permit described in this section. For small wireless facilities inside the right-of-way, the applicant must also comply with the requirements pursuant to BMC 13.35.

B. Pursuant to Section 19.25A.080, all permits, leases, and right-of-way use authorizations necessary for the deployment of small wireless facilities and, if applicable an application for franchise, shall be consolidated for review and a decision rendered to the full extent feasible with the presumptively reasonable time periods established by 47 CFR 1.6003.

C. In order to manage its rights-of-way in a thoughtful manner which balances the need to accommodate new and evolving technologies with the preservation of the natural and aesthetic environment of the City, the City of Buckley has adopted this administrative process for the deployment of small wireless facilities. The City and an applicant for a franchise and other permits associated with the deployment of small wireless facilities face challenges in coordinating applicable legislative and administrative processes under the Federal Communications Commission (FCC) regulations. A franchise for the use of the City’s right-of-way is a contract which requires approval by the City Council. The small wireless permits are issued by the Director.

D. The Director is authorized to establish franchise and other application forms to gather the information required by these ordinances from applicants and to determine the completeness of the application process as provided herein. The application shall include Parts A, B, and C as described below.

1. Franchise. The process typically begins with and depends upon approval of a franchise for the use of the public right-of-way to deploy small wireless facilities if any portion of the

applicant's facilities are to be located in the right-of-way. A complete application for a franchise is designated as Part A. An applicant with a franchise for the deployment of small wireless facilities in the City may proceed to directly apply for a small wireless facility permit and related approvals (Parts B and C).

2. Small Wireless Facility Permits. Part B of the application requires specification of the small wireless facility components and locations as further required in the small wireless permit application described in Section 19.25A.040(E).

3. Associated Permit(s). Part C of the application shall attach all associated permit requirements such as applications or check lists required under the Critical Areas, Shoreline or SEPA ordinances. Applicants for deployment of small wireless facilities for new poles shall comply with the requirements in Section 19.25A.100.

4. Leases. An applicant who desires to attach a small wireless facility on any City-owned property shall include an application for a lease as a component of its application. Leases for the use of public property, structures or facilities shall be submitted to the City Council for approval.

E. Small Wireless Permit Application. The following information shall be provided by all applications for a small wireless permit.

1. The application shall provide specific locational information including GIS coordinates of all proposed small wireless facilities and specify where the small wireless facilities will utilize existing, replacement or new poles, towers, existing buildings and/or other structures. Ground mounted equipment, conduit, junction boxes and fiber and electrical connections necessary for and intended for use in the deployment shall also be specified regardless of whether the additional facilities are to be constructed by the applicant or leased from a third party. Detailed schematics and visual renderings of the small wireless facilities, including engineering and design standards, shall be provided by the applicant. The application shall have sufficient detail to identify:

a. The location of overhead and underground public utility, telecommunication, cable, water, sewer drainage and other lines and equipment in the rights-of-way along the proposed route;

b. The specific trees, structures, facilities, lines and equipment, and obstructions, if any, that applicant proposes to temporarily or permanently remove or relocate and a landscape plan for protecting, trimming, removing, replacing, and restoring any trees or areas to be disturbed during construction.

c. All existing proposed improvements related to the proposed location, including but not limited to poles, driveways, ADA ramps, equipment cabinets, street trees and structures within 250 feet from the proposed site.

d. If the site location includes a new replacement light pole, then the applicant must submit a photometric analysis of the roadway and sidewalk within 150 feet of the existing light.

e. Compliance with the aesthetic requirements of BMC 19.25.090.

2. The applicant must show written approval from the owner of any pole or structure for the installation of its small wireless facilities on such pole or structure. Such written approval shall

include approval of the specific pole, engineering and design standards, as well as assurances that the specific pole can withstand wind and seismic loads, from the pole owner, unless the pole owner is the City. Submission of the lease agreement between the owner and the applicant is not required.

3. The applicant can batch multiple small wireless facility sites in one application. The applicant is encouraged to batch the small wireless facility sites within an application in a contiguous service area.

4. Any application for a small wireless facility located in the right-of-way adjacent to a parcel zoned for residential use shall demonstrate that it has considered the following:

a. Whether a small wireless facility is currently installed on an existing pole in front of the same residential parcel. If a small wireless facility exists, then the applicant must demonstrate that no technically feasible alternative location exists which is not in front of the same residential parcel.

b. Whether the proposed small wireless facility can be screened from residential view by choosing a pole location that is not direction in front of a window or views.

5. Any application for a small wireless permit which contains an element which is not exempt from SEPA review shall simultaneously apply under Chapter 43.21C RCW and BMC Chapter 12.04. Further, any application proposing small wireless facilities in Shoreline Management Zones (pursuant to BMC Chapter 19.42) or in Critical Areas (pursuant to BMC Chapter 12.08) must indicate that the application is exempt or comply with the review processes in such codes.

6. The applicant shall submit a sworn affidavit signed by an RF Engineer with knowledge of the proposed project affirming that the small wireless facilities will be compliant with all FCC and other governmental regulations in connection with human exposure to radio frequency emissions for every frequency at which the Small Wireless facility will operate. If facilities which generate RF radiation necessary to the Small Wireless facility are to be provided by a third party, then the small wireless permit shall be conditioned on an RF Certification showing the cumulative impact of the RF emissions on the entire installation. The applicant may provide one emissions report for the entire small wireless deployment if the applicant is using the same small wireless facility configuration for all installations within that batch or may submit one emissions report for each subgroup installation identified in the batch.

7. The applicant shall provide proof of FCC and other regulatory approvals required to provide the service(s) or utilize the technologies sought to be installed.

8. A professional engineer licensed by the State of Washington shall certify in writing, over his or her seal, that both construction plans and final construction of the small wireless facilities and structure or pole and foundation are designed to reasonably withstand wind and seismic loads.

9. Application materials required for a right-of-way use permit as required by BMC 13.35.090(2)(f).

10. Recognizing that small wireless facility technology is rapidly evolving, the Director is authorized to adopt and publish standards for the technological and structural safety of City-

owned structures and to formulate and publish application questions for use when an applicant seeks to attach to City-owned structures.

11. Such other information as the Director, in his/her discretion, shall deem appropriate to effectively evaluate the application based on technical, engineering and aesthetic considerations.

19.25A.050 Review Process

A. Review. The following provisions relate to review of applications for a small wireless facility permit.

1. Only complete applications for a small wireless permit containing all required submission elements described in Section 19.25A.040 shall be considered by the City. Incomplete applications that are not made complete by the applicant within sixty (60) days of initial submission of the application materials shall be deemed withdrawn.

2. In any zone, upon application for a small wireless permit, the City will permit small wireless deployment on existing or replacement utility poles conforming to the City's generally applicable design and concealment standards adopted pursuant to Section 19.25A.090, except as provided in subsection B below.

3. Vertical clearance shall be reviewed by the Director to ensure that the small wireless facilities will not pose a hazard to other users of the rights-of-ways.

4. Replacement poles and new poles shall comply with the Americans with Disabilities Act (ADA), City construction and sidewalk clearance standards, traffic warrants, city ordinances, and state and federal statutes and regulations in order to provide a clear and safe passage within the rights-of-way. Further, the location of any replacement pole or new pole must: be physically possible, cannot obstruct vehicular or pedestrian traffic or the clear zone, not interfere with utility or safety fixtures (e.g., fire hydrants, traffic control devices), and not adversely affect the public welfare, health, or safety.

5. No equipment shall be operated so as to produce noise in violation of BMC Chapter 8.30.

6. Small wireless facilities may not encroach onto or over private property or property outside the right of way without the property owner's express written consent.

B. Final Review. Small wireless facility permits on existing structures will be reviewed and approved by the Director. Small wireless deployment on new poles, are subject to review and approval pursuant to Section 19.25A.100.

C. Eligible Facilities Requests. The design approved in a small wireless facility permit shall be considered concealment elements and such facilities may only be expanded upon an Eligible Facilities Request described in Section 19.25.170 when the modification does not defeat the concealment elements of the small wireless facility.

D. Review of Facilities. Review of the site locations proposed by the applicant shall be governed by the provisions of 47 USC 253 and 47 USC 332 and other applicable statutes, regulations and case law. Applicants for franchises and the small wireless facility permits shall be treated in a competitively neutral and non-discriminatory manner with other service providers, utilizing supporting infrastructure which is

functionally equivalent, that is, service providers whose facilities are similarly situated in terms of structure, placement, or cumulative impacts. Small wireless facility permit review under this Chapter shall neither prohibit nor have the effect of prohibiting the ability of an applicant to provide telecommunications services.

E. **Public Comment.** The City shall provide notice of a complete application for a small wireless facility permit on the City's website with a link to the application per BMC 20.01.090. The notice shall include an email contact and telephone number for the applicant to answer citizen inquiries. The applicant is encouraged to host informational meetings for the public regarding the deployment. The City shall post meeting notices, if any for informational meetings on its website. These meetings are for the public's information and are neither hearings nor part of any land use appeal process.

F. **Withdrawal.** Any applicant may withdraw an application submitted pursuant to Section 19.25A.040 at any time, provided the withdrawal is in writing and signed by all persons who signed the original application or their successors in interest. When a withdrawal is received, the application shall be deemed null and void. If such withdrawal occurs prior to the Director's decision, then reimbursement of fees submitted in association with said application shall be prorated to withhold the amount of City costs incurred in processing the application prior to time of withdrawal. If such withdrawal is not accomplished prior to the Director's decision, there shall be no refund of all or any portion of such fee.

19.25A.060 Permit Requirements

A. The grantee of any permit shall comply with all of the requirements within the small wireless permit.

B. **Post-Construction As-Built.** Within thirty (30) days after construction of the small wireless facility, the grantee shall provide the City with as-builts of the small wireless facilities demonstrating compliance with the permit and site photographs.

C. **Permit Time Limit.** Construction of the small wireless facility must be completed within six (6) months after the approval date by the City. The grantee may request one (1) extension to be limited to three (3) months, if the applicant cannot construct the small wireless facility within the original six (6) month period.

D. **Site Safety and Maintenance.** The grantee must maintain the small wireless facilities in safe and working condition. The grantee shall be responsible for the removal of any graffiti or other vandalism and shall keep the site neat and orderly, including but not limited to following any maintenance or modifications on the site.

E. **Operational Activity.** The grantee shall commence operation of the small wireless facility no later than three (3) months after installation.

19.25A.070 Modifications to small wireless facilities

A. If a grantee desires to make a modification to an existing small wireless facility, including but not limited to expanding or changing the antenna type, increasing the equipment enclosure, placing additional pole-mounted or ground-mounted equipment, or modifying the concealment elements, then the applicant shall apply for a small wireless facility permit.

B. A small wireless facility permit shall not be required for routine maintenance and repair of a

small wireless facility within the rights-of-way, or the replacement of an antenna or equipment of similar size, weight, and height, provided that such replacement does not defeat the concealment elements used in the original deployment of the small wireless facility, does not impact the structural integrity of the pole, and does not require pole replacement. Further, a small wireless facility permit shall not be required for replacing equipment within the equipment enclosure or reconfiguration of fiber or power to the small wireless facility. Right-of-way use permits may be required for such routine maintenance, repair or replacement consistent with 13.35 BMC.

19.25A.080 Consolidated Permit

A. The issuance of a small wireless permit grants authority to construct small wireless facilities in the rights-of-way in a consolidated manner to allow the applicant, in most situations, to avoid the need to seek duplicative approval by both the public works and the development services department. If the applicant requires a new franchise to utilize the right-of-way, the franchise approval may be consolidated with the small wireless facility permit review if requested by the applicant. As an exercise of police powers pursuant to RCW 35.99.040(2), the small wireless facility permit is not a right-of-way use permit, but instead a consolidated public works and land use permit and the issuance of a small wireless facility permit shall be governed by the time limits established by federal law for small wireless facilities.

B. To the extent they do not conflict with the requirements of this chapter, the general standards applicable to the use of the rights-of-way described in BMC 13.35 shall apply to all small wireless facility permits.

19.25A.090 Design and concealment standards for small wireless facility deployments.

Small wireless facility deployments permitted inside or outside the right-of way shall conform to the following design standards:

A. Small wireless facilities attached to existing or replacement non-wooden light poles and other non-wooden poles in the right-of-way or non-wooden poles outside of the right-of-way shall conform to the following design criteria:

1. Enclosure Location and Dimensions. The applicant shall minimize to the extent possible the antenna and equipment space and shall use the smallest amount of enclosure possible to fit the necessary equipment. The antennas and equipment shall be located using the following methods in priority order:

a. Concealed completely within the pole or pole base. Antennas and the associated equipment enclosures (including disconnect switches and other appurtenant devices) shall be fully concealed within the pole, unless such concealment is otherwise technically infeasible, or is incompatible with the pole design. If within the pole base, the base shall meet the ADA requirements and not impact the pedestrian access route.

b. Located on a pole. If located on a pole, antennas and associated equipment enclosures must be camouflaged to appear as an integral part of the pole or flush mounted to the pole, meaning no more than six (6) inches off of the pole, and the equipment enclosure and all other wireless equipment associated with the small wireless facility shall be the minimum size necessary for the intended purpose. The equipment enclosure and all other wireless equipment associated with the pole (including interior conduit), including wireless equipment associated with the antenna and any pre-existing associated equipment on the pole, may not exceed twenty-eight (28) cubic feet. If the equipment

enclosure is permitted on the exterior of the pole, the applicant is required to place the equipment enclosure behind any banners or road signs that may be on the pole, provided that such location does not interfere with the operation of the banners or signs. The furthest point of any antenna or equipment enclosure may not extend more than twenty-four (24) inches from the face of the pole.

c. Underground in a utility vault. If located underground, the access lid to the equipment enclosure shall be located outside the footprint of any pedestrian curb ramp and shall have a nonskid surface meeting ADA requirement if located within an existing pedestrian access route.

d. On private property. If located on private property, the applicant shall submit a copy of an executed easement or lease agreement with the private property owner prior to the right-of-way permit issuance.

2. The furthest point of any antenna or equipment enclosure may not extend more than twenty-four (24) inches from the face of the pole. Any equipment or antenna enclosures must meet WSDOT height clearance requirements.

3. All conduit, cables, wires and fiber must be routed internally in the non-wooden pole. Full concealment of all conduit, cables, wires and fiber is required within mounting brackets, shrouds, canisters or sleeves if attaching to exterior antennas or equipment.

4. An antenna on top of an existing pole may not extend more than six (6) feet above the height of the existing pole and the diameter may not exceed sixteen (16) inches, measured at the top of the pole, unless the applicant can demonstrate that more space is needed. The antennas shall be integrated into the pole design so that it appears as a continuation of the original pole, including colored or painted to match the pole, and shall be shrouded or screened to blend with the pole except for canister antennas which shall not require screening. All cabling and mounting hardware/brackets from the bottom of the antenna to the top of the pole shall be fully concealed and integrated with the pole.

5. Any replacement pole shall substantially conform to the design of the pole it is replacing or the neighboring pole design standards utilized within the contiguous right-of-way.

6. The height of any replacement pole may not extend more than ten (10) feet above the height of the existing pole or the minimum additional height necessary; provided that the height of the replacement pole cannot be extended further by additional antenna height.

7. The diameter of a replacement pole shall comply with the City's setback and sidewalk clearance requirements and shall, to the extent technically feasible, not be more than a 25% increase of the existing non-wooden pole measured at the base of the pole, unless additional diameter is needed in order to conceal equipment within the base of the pole, and shall comply with the requirements in subsection E(4) below.

8. The use of the pole for the siting of a small wireless facility shall be considered secondary to the primary function of the pole. If the primary function of a pole serving as the host site for a small wireless facility becomes unnecessary, the pole shall not be retained for the sole purpose of accommodating the small wireless facility and the small wireless facility and all associated equipment shall be removed.

B. Wooden pole design standards. Small wireless facilities located on wooden poles shall conform to the following design criteria:

1. The wooden pole at the proposed location may be replaced with a taller pole for the purpose of accommodating a small wireless facility; provided, that the replacement pole shall not exceed a height that is a maximum of ten (10) feet taller than the existing pole, unless a further height increase is required and confirmed in writing by the pole owner and that such height extension is the minimum extension possible to provide sufficient separation and/or clearance from electrical and wireline facilities.
2. A pole extender may be used instead of replacing an existing pole but may not increase the height of the existing pole by more than ten (10) feet, unless a further height increase is required and confirmed in writing by the pole owner and that such height increase is the minimum extension possible to provide sufficient separation and/or clearance from electrical and wireline facilities. A "pole extender" as used herein is an object affixed between the pole and the antenna for the purpose of increasing the height of the antenna above the pole. The pole extender shall be painted to approximately match the color of the pole and shall substantially match the diameter of the pole measured at the top of the pole.
3. Replacement wooden poles must either match the approximate color and materials of the replaced pole or shall be the standard new wooden pole used by the pole owner in the City.
4. Antennas, equipment enclosures, and all ancillary equipment, boxes and conduit shall be colored or painted to match the approximate color of the surface of the wooden pole on which they are attached.
5. Antennas shall not be mounted more than twelve (12) inches from the surface of the wooden pole.
6. Antennas should be placed in an effort to minimize visual clutter and obtrusiveness. Multiple antennas are permitted on a wooden pole provided that each antenna enclosure shall not be more than three (3) cubic feet in volume.
7. A canister antenna may be mounted on top of an existing wooden pole, which may not exceed the height requirements described in subsection B(1) above. A canister antenna mounted on the top of a wooden pole shall not exceed sixteen (16) inches, measured at the top of the pole, and shall be colored or painted to match the pole. The canister antenna must be placed to look as if it is an extension of the pole. In the alternative, the applicant may propose a side mounted canister antenna, so long as the inside edge of the antenna is no more than twelve (12) inches from the surface of the wooden pole. All cables shall be concealed either within the canister antenna or within a sleeve between the antenna and the wooden pole.
8. The furthest point of any antenna or equipment enclosure may not extend more than twenty-four (24) inches from the face of the pole. Any equipment or antenna enclosures must meet WSDOT height clearance requirements.
9. An omni-directional antenna may be mounted on the top of an existing wooden pole, provided such antenna is no more than four (4) feet in height and is mounted directly on the top of a pole or attached to a sleeve made to look like the exterior of the pole as close to the top of the pole as technically feasible. All cables shall be concealed within the sleeve between the bottom of the antenna and the mounting bracket.

10. All related equipment, including but not limited to ancillary equipment, radios, cables, associated shrouding, microwaves, and conduit which are mounted on wooden poles shall not be mounted more than six (6) inches from the surface of the pole, unless a further distance is technically required, and is confirmed in writing by the pole owner.

11. Equipment for small wireless facilities must be attached to the wooden pole, unless otherwise permitted to be ground mounted pursuant to subsection (E)(1). The equipment must be placed in the smallest enclosure possible for the intended purpose. The equipment enclosure and all other wireless equipment associated with the utility pole, including wireless equipment associated with the antenna and any pre-existing associated equipment on the pole, may not exceed twenty-eight (28) cubic feet. Multiple equipment enclosures may be acceptable if designed to more closely integrate with the pole design and does not cumulatively exceed twenty-eight (28) cubic feet. The applicant is encouraged to place the equipment enclosure behind any banners or road signs that may be on the pole, provided that such location does not interfere with the operation of the banners or signs.

12. An applicant who desires to enclose both its antennas and equipment within one unified enclosure may do so, provided that such enclosure is the minimum size necessary for its intended purpose and the enclosure and all other wireless equipment associated with the pole, including wireless equipment associated with the antenna and any pre-existing associated equipment on the pole does not exceed twenty-eight (28) cubic feet. The unified enclosure may not be placed more than six (6) inches from the surface of the pole, unless a further distance is required and confirmed in writing by the pole owner. To the extent possible, the unified enclosure shall be placed so as to appear as an integrated part of the pole or behind banners or signs, provided that such location does not interfere with the operation of the banners or signs.

13. The visual effect of the small wireless facility on all other aspects of the appearance of the wooden pole shall be minimized to the greatest extent possible.

14. The use of the wooden pole for the siting of a small wireless facility shall be considered secondary to the primary function of the pole. If the primary function of a pole serving as the host site for a small wireless facility becomes unnecessary, the pole shall not be retained for the sole purpose of accommodating the small wireless facility and the small wireless facility and all associated equipment shall be removed.

15. The diameter of a replacement pole shall comply with the City's setback and sidewalk clearance requirements and shall not be more than a 25% increase of the existing utility pole measured at the base of the pole.

16. All cables and wires shall be routed through conduit along the outside of the pole. The outside conduit shall be colored or painted to match the pole. The number of conduit shall be minimized to the number technically necessary to accommodate the small wireless facility.

C. Small wireless facilities attached to existing buildings, shall conform to the following design criteria:

1. Small wireless facilities may be mounted to the sides of a building if the antennas do not interrupt the building's architectural theme.

2. The interruption of architectural lines or horizontal or vertical reveals is discouraged.

3. New architectural features such as columns, pilasters, corbels, or other ornamentation that conceal antennas may be used if it complements the architecture of the existing building.
4. Small wireless facilities shall utilize the smallest mounting brackets necessary in order to provide the smallest offset from the building.
5. Skirts or shrouds shall be utilized on the sides and bottoms of antennas in order to conceal mounting hardware, create a cleaner appearance, and minimize the visual impact of the antennas. Exposed cabling/wiring is prohibited.
6. Small wireless facilities shall be painted and textured to match the adjacent building surfaces.

D. Small wireless facilities mounted on cables strung between existing utility poles shall conform to the following standards.

1. Each strand mounted facility shall not exceed three (3) cubic feet in volume;
2. Only one strand mounted facility is permitted per cable between any two existing poles;
3. The strand mounted devices shall be placed as close as possible to the nearest utility pole, in no event more than five (5) feet from the pole unless a greater instance technically necessary or is required by the pole owner for safety clearance;
4. No strand mounted device shall be located in or above the portion of the roadway open to vehicular traffic;
5. Ground mounted equipment to accommodate a shared mounted facility is not permitted except when placed in pre-existing equipment cabinets; and
6. Pole mounted equipment shall comply with the requirements of subsections A and B above.
7. Such strand mounted devices must be installed to cause the least visual impact and without excess exterior cabling or wires (other than the original strand).
8. Strand mounted facilities are prohibited on non-wooden poles.

E. General requirements.

1. Ground mounted equipment in the rights of way is prohibited, unless such facilities are placed under ground or the applicant can demonstrate that pole mounted or undergrounded equipment is technically infeasible. If ground mounted equipment is necessary, then the applicant shall submit a concealment element plan. Generators located in the rights of way are prohibited.
2. No equipment shall be operated so as to produce noise in violation of BMC 8.30.
3. Small wireless facilities are not permitted on traffic signal poles.
4. Replacement poles and new poles shall comply with the Americans with Disabilities Act (ADA), City construction and sidewalk clearance standards, city ordinance, and state and federal

laws and regulations in order to provide a clear and safe passage within the rights-of-way. Further, the location of any replacement or new pole must: be physically possible, comply with applicable traffic warrants, not interfere with utility or safety fixtures (e.g., fire hydrants, traffic control devices), and not adversely affect the public welfare, health or safety.

5. Replacement poles shall be located as near as possible to the existing pole with the requirement to remove the abandoned pole.
6. No signage, message or identification other than the manufacturer's identification or identification required by governing law is allowed to be portrayed on any antenna or equipment enclosure. Any permitted signage shall be located on the equipment enclosures and be of the minimum amount possible to achieve the intended purpose (no larger than 4x6 inches); provided that, signs are permitted as concealment element techniques where appropriate.
7. Antennas and related equipment shall not be illuminated except for security reasons, required by a federal or state authority, or unless approved as part of a concealment element plan.
8. Side arm mounts for antennas or equipment must be the minimum extension necessary and may not create a gap of more than twelve (12) inches for wooden poles and no more than six (6) inches for non-wooden poles between the pole and the antennas or equipment.
9. The preferred location of a small wireless facility on a pole is the location with the least visible impact.
10. Antennas, equipment enclosures, and ancillary equipment, conduit and cable, shall not dominate the structure or pole upon which they are attached.
11. Except for locations in the right-of-way, small wireless facilities are not permitted on any property containing a residential use in the residential zones.
12. The City may consider the cumulative visual effects of small wireless facilities mounted on poles within the rights-of-way in when assessing proposed siting locations so as to not adversely affect the visual character of the City. This provision shall not be applied to limit the number of permits issued when no alternative sites are reasonably available nor to impose a technological requirement on the applicant.
13. These design standards are intended to be used solely for the purpose of concealment and siting. Nothing herein shall be interpreted or applied in a manner which dictates the use of a particular technology. When strict application of these requirements would unreasonably impair the function of the technology chosen by the applicant, alternative forms of concealment or deployment may be permitted which provide similar or greater protections from negative visual impacts to the streetscape.

19.25A.100 New poles in the rights-of-way for small wireless facilities.

- A. New poles within the rights-of-way are only permitted if the applicant can establish that:
 1. The proposed small wireless facility cannot be located on an existing utility pole or light pole, electrical transmission tower or on a site outside of the public rights of way such as a public park, public property, building, transmission tower or in or on a non-residential use in a residential zone whether by roof or panel-mount or separate structure;

2. The proposed small wireless facility complies with the applicable requirements of Section 19.25A.090(G).
 3. The proposed small wireless facility receives approval for a concealment element design, as described in subsection C below;
 4. The proposed small wireless facility also complies with Shoreline Management Act, and SEPA, if applicable; and
 5. No new poles shall be located in a critical area or associated buffer required by the City's Critical Areas Management ordinance (Chapter 12.08 BMC), except when determined to be exempt pursuant to said ordinance.
- B. An application for a new pole is subject to a Type C-2 decision by the hearing examiner.
- C. The concealment element design shall include the design of the screening, fencing or other concealment technology for a tower, pole, or equipment structure, and all related transmission equipment or facilities associated with the proposed small wireless facility, including but not limited to fiber and power connections.
1. The concealment element design should seek to minimize the visual obtrusiveness of the small wireless facility. The proposed pole or structure should have similar designs to existing neighboring poles in the rights of way, including similar height to the extent technically feasible. Any concealment element design for a small wireless facility on a decorative pole should attempt to mimic the design of such pole and integrate the small wireless facility into the design of the decorative pole. Other concealment methods include, but are not limited to, integrating the installation with architectural features or building design components, utilization of coverings or concealment devices of similar material, color, and texture - or the appearance thereof - as the surface against which the installation will be seen or on which it will be installed, landscape design, or other camouflage strategies appropriate for the type of installation. Applicants are required to utilize designs in which all conduit and wirelines are installed internally in the structure. Further, applicant designs should, to the extent technically possible, comply with the generally applicable design standards adopted pursuant to Section 19.25A.090.
 2. If the Director has already approved a concealment element design either for the applicant or another small wireless facility along the same public right-of-way or for the same pole type, then the applicant shall utilize a substantially similar concealment element design, unless it can show that such concealment element design is not physically or technically feasible, or that such deployment would undermine the generally applicable design standards.
- D. Even if an alternative location is established pursuant to Section 19.25A.100(A)(1) the Director may determine that a new pole in the right-of-way is in fact a superior alternative based on the impact to the City, the concealment element design, the City's Comprehensive Plan and the added benefits to the community.
- E. Prior to the issuance of a permit to construct a new pole or ground mounted equipment in the right-of-way, the applicant must obtain a site-specific agreement from the City to locate such new pole or ground mounted equipment. This requirement also applies to replacement poles that are higher than the replaced pole, and the overall height of the replacement pole and the proposed small wireless facility is more than sixty (60) feet.

F. These design standards are intended to be used solely for the purpose of concealment and siting. Nothing herein shall be interpreted or applied in a manner which dictates the use of a particular technology. When strict application of these requirements would unreasonably impair the function of the technology chosen by the applicant, alternative forms of concealment or deployment may be permitted which provide similar or greater protections of the street scape.

19.25A.110 Appeals

Small wireless facilities permit decisions for applications located outside of the rights of way, made by the Director, are final decisions appealable to the Hearing Examiner within thirty (30) days of such decision. However, a decision on a request for new poles for the siting of small wireless facilities, as outlined in Section 19.25A.100, are determined by the Hearing Examiner at a public hearing. Such decisions on new poles are final and appealable to Pierce County Superior Court within thirty (30) days of such decision. The timely filing of an appeal of a small wireless facility permit decision shall stay the effective date of the decision until such time as the appeal is concluded or withdrawn.

Section 6. Public Hearing. The City Clerk is hereby authorized and directed to schedule a public hearing on the interim regulations set forth in this ordinance and to provide notice of said hearing in accordance with applicable standards and procedures. Said hearing shall be held no later than 60 days after the date of adoption hereof. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council may adopt additional legislative findings in support of this ordinance at the conclusion of said hearing.

Section 7. Corrections. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 8. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

Section 9. Effective Date. This ordinance shall be in full force and effective five (5) days from the passage and published in accordance with law.

Introduced, passed, and approved this 22nd day of January 2019.

Patricia Johnson, Mayor

ATTEST:

By: _____
Trevia Percival, City Clerk

PUBLISHED:
EFFECTIVE:

APPROVED AS TO FORM:

By: _____
Scott Snyder, City Attorney

CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: ORD No. ____-19: Amending BMC Chapter 13.35 – Franchise & SWF	Agenda Date: January 22, 2019		AB19-010
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts	X	X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival		
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		X
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		X
Attachments: Ordinance			
<p>SUMMARY STATEMENT: The purpose of this ordinance is to amend the City’s right-of-way use regulations to incorporate reference to the new interim land use regulations for small wireless facilities and establishing requirements for franchises.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: MOTION to approve Ordinance No. __-19 Amending BMC Chapter 13.35.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
1/22/2019			

CITY OF BUCKLEY, WASHINGTON

ORDINANCE NO. ____-19

AN ORDINANCE OF THE CITY OF BUCKLEY, WASHINGTON AMENDING TITLE 13 OF THE BUCKLEY MUNICIPAL CODE TO INCLUDE REVISIONS GOVERNING THE DEPLOYMENT OF SMALL WIRELESS FACILITIES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Federal Communications Commission (FCC) recently adopted a Declaratory Ruling, Order and Regulation (“FCC Order”), and which Ruling imposes limitations on the processing and review of all permits associated with the deployment of small wireless facilities, including setting presumptive safe harbor review periods for the consideration of such facilities; and

WHEREAS, poles within the public rights-of-way have been identified by the FCC as a primary resource for the deployment of small wireless facilities which are intended to increase the density and accessibility of radio frequency signals employed by such devices; and

WHEREAS, contemporaneously with the consideration of this ordinance, the Buckley City Council enacted amendments to BMC Title 19 by amending BMC Chapter 19.25 and adopting a new BMC chapter 19.25A authorizing and establishing aesthetic standards for the deployment of small wireless facilities;

WHEREAS, the City Council deems it to be in the public interest to revise, update, and add to its franchising requirements to address specifically small wireless facilities to be located in the City’s rights-of-way,

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BUCKLEY, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Amendment to BMC 13.35.040. The Buckley Municipal Code Section 13.35.040 - Definitions is hereby amended in its entirety as follows:

The following words and phrases when used in this chapter shall have the following meanings unless the context clearly indicates otherwise:

- (1) “Applicant” means any person or corporation submitting an application for a franchise.
- (2) “City administrator” means the individual or his/her designated representative appointed by the mayor to oversee day-to-day operations of the city.
- (3) “City” means the City of Buckley, a municipal corporation of the state of Washington in its present incorporated form or in any later recognized, consolidated, enlarged or reincorporated form.
- (4) “City engineer” means the engineer appointed as such by the city or his/her designated representative.

- (5) “City inspector” means the employee or agent designated by the city to inspect permitted work.
- (6) “City property” means any real property owned by City, whether in fee or other ownership estate of interest.
- (7) “Civil violation” or “violation” means an act or omission contrary to a regulation as defined in Chapter 1.12 BMC. A violation continues to exist until abated and each day, or a portion thereof, that a violation exists constitutes a separate and distinct offense.
- (8) “Complaint” means a written document initiating a procedure pursuant to Chapter 1.12 BMC.
- (9) “Cost of construction” means the cost incurred for design, acquisition for right-of-way and/or easements, permit and plan review fees, construction (including materials and installation), in accordance with all applicable laws, ordinances and standards, including the city’s public works standards. The cost of construction shall be documented in writing on final invoices or other documents showing the amounts paid by the applicant. The city will not accept written estimates in determining the cost of construction. In the event of a disagreement between the city and the applicant concerning the cost of the improvements and/or infrastructure, the city engineer’s determination shall be final.
- (10) “Department” means the public works and utilities department or other department designated by the mayor.
- (11) “Director” means the director of public works or his/her designated representative as appointed by the mayor.
- (12) “Emergency” means a condition of imminent danger to the health, safety, and welfare of property or persons located within the city including, but not limited to, damage to persons, property, or environment from natural or manmade consequences, such as storms, earthquakes, riots or wars.
- (13) “Enforcement officer” means the city’s code enforcement officer(s) or any other person or persons assigned or directed by the city administrator, or his or her designee, to enforce the regulations subject to the provisions of this chapter.
- (14) “FCC” or “Federal Communications Commission” means the federal administrative agency, or lawful successor, authorized to regulate and oversee telecommunications carriers, services and providers on a national level.
- (15) “Franchise” or “franchise agreement” is a contract by which a grantee is allowed to use City right-of-way for the purpose of carrying on the business in which it is generally engaged, including furnishing service to members of the public.
- (16) “Franchised utilities” means utilities that have city approval to use city rights-of-way for the purpose of providing their services within or beyond the city, whether by written franchise granted by the city, state tariff or other similar city authorization.
- (17) “Grantee” means the person, firm or corporation to whom or which a franchise, as defined in this section, is granted by the council under this Chapter and the lawful successor, transferee or assignee of such person, firm or corporation.

- (18) “Grantor” means the City of Buckley acting through its City council.
- (19) “Investigative” means the gathering of information about the proposed location of utilities, right-of-way, subsoil or subgrade conditions, etc., to assist in identifying ascertaining surface and subsurface conditions within a project area.
- (20) “Light Pole” means a pole owned by the City and used primarily for lighting streets, parking areas, parks or pedestrian paths.
- (21) “Minor repair or construction” means any activity which, in the discretion of the city engineer, includes a short-term temporary use of the right-of-way and where pavement or sidewalk is not to be disturbed or broken. Examples of such activities include, but are not limited to, the sweeping and/or cleaning of debris from the right-of-way and trimming, cutting and pruning vegetation within the right-of-way, placement or replacement of gravel on parking shoulders that were previously used for on street parking.
- (22) “Notice of violation” means a document mailed to a permittee or unauthorized user and posted at the site of a nonconforming or unsafe condition.
- (23) “Oral directive” means a directive given orally by city personnel designated by the director to correct or discontinue a specific condition.
- (24) “Permit” means a document issued by the city granting permission to engage in an activity not allowed without a permit.
- (25) “Permit center” means the city building and planning office.
- (26) “Permittee” means the person, partnership, group, organization, company, or corporation so designated on the permit application, or designee.
- (27) “Person” includes corporations, companies, associations, joint stock companies, firms, partnerships, limited liability companies, other entities, and individuals.
- (28) “Policy” means a policy adopted by the director to implement this chapter, or to carry out other responsibilities as may be required by this chapter or by other codes, ordinances, or resolutions of the city or other agencies.
- (29) “Private use” means use of the public right-of-way for the benefit of a person, partnership, group, organization, company, or corporation, other than as a thoroughfare for any type of vehicles, pedestrians or equestrians.
- (30) “Public right-of-way” or “right-of-way” means land acquired or dedicated for public roads and streets but does not include:
- (a) State highways;
 - (b) Land dedicated for road, streets, and highways not opened and not improved for motor vehicle use by the public;
 - (c) Structures, including poles and conduits, located within the right-of-way;

- (d) Federally granted trust lands or forest board trust lands;
 - (e) Lands owned or managed by the state parks and recreation commission; or
 - (f) Federally granted railroad rights-of-way acquired under 43 U.S.C. Sec 912 and related provisions of federal law that are not open for motor vehicle use.
- (31) “Revocation” means the cancellation of a permit.
- (32) “Service provider” is defined consistently with RCW 35.99.010(6). Service provider shall include those infrastructure companies that provide telecommunications services or equipment to enable the deployment of personal wireless services.
- (33) “Small wireless” and “small wireless facility” shall have the same meaning as a “small wireless facility” as set forth in 47 CFR 1.6002.
- (34) “State” means the state of Washington.
- (35) “Stop work order” means an oral directive or a written notice posted at the site of activity that requires all work to be stopped until the city approves continuation of work.
- (36) “Structure” means a pole, tower, base station, or other building, whether or not it has an existing antenna facility, that is used or to be used for the provision of personal wireless service (whether on its own or comingled with other types of services).
- (37) “Suspension” means the temporary stay of a permit.
- (38) “Telecommunications facilities” means the plant, equipment and property including, but not limited to, cables, wires, conduits, ducts, pedestals, electronics, and other appurtenances used or to be used to transmit, receive, distribute, provide or offer wireline or wireless telecommunications service.
- (39) “Telecommunications service” means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this subsection, “information” means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For the purpose of this Chapter, telecommunications service excludes the over-the-air transmission of broadcast television or broadcast radio signals.
- (40) “Temporary” as used in this chapter shall mean of a limited duration generally considered not to exceed three days after an event or a total duration of 14 days unless otherwise stated in this chapter or extended by exception.
- (41) “Traffic Signal Poles” means a pole that supports equipment used for controlling traffic, including but not limited to traffic lights, rapid flashing beacons, speed radar, and school zone flashers.
- (42) “Underground location service” means the underground utilities location center that will locate all underground utilities prior to an excavation.

(43) “Unsafe condition” means any condition which the director determines is a hazard to health, or endangers the safe use of the right-of-way by the public, or does or may impair or impede the operation or functioning of any portion of the right-of-way, or which may cause damage thereto.

(44) “Wireline” means services provided using a physically tangible means of transmission, including without limitation wire or cable, and the apparatus used for such transmission.

Section 2. Amendment to BMC 13.35.025. The Buckley Municipal Code Section 13.35.025 – Activities Regulated is hereby amended as follows:

This chapter shall regulate the following activities:

(1) Street Disturbance. Any activity which digs up, breaks, excavates, tunnels, undermines or in any manner disturbs any street or makes or causes to be made any excavation in or under the surface of any street for any purpose. This includes the placement of earth or other excavated material obstructing or tending to interfere with the free use of the street;

(2) Sidewalk, Curb and Gutter Disturbance. Activities which disturb curbs, gutters and sidewalks where such curbs, gutters and sidewalks are located within city rights-of-way. Other chapters of this title contain additional provisions concerning sidewalk regulations;

(3) Side Sewers and Water Connections. Activities involving the installation or repair of side sewers and water services not installed by the city, whether or not city rights-of-way are disturbed. BMC Title [14](#) outlines specific requirements for filing applications for water and sewer service and shall be read as supplemented by this chapter;

(4) Miscellaneous Activities. Activities which may involve disturbance to the rights-of-way, but more generally involve a long-term permanent installation of aboveground features in the rights-of-way such as street trees or vegetation, bus shelters, fountains, clocks, flagpoles, awnings, marquees, benches, permanent sales structures, permanent signs, fixed street furniture or similar fixtures; telecommunications facilities as defined in BMC 13.35.040(41).

Section 3. Amendment to BMC 13.35.060. The Buckley Municipal Code Section 13.35.060 – Permit Required is hereby amended as follows:

(1) No person, firm or corporation shall trench, dig, excavate or penetrate any city right-of-way, roadway, street, alleyway, sidewalk, curb or gutter by creating a ditch, excavation or other subgrade penetration for water, sewer, storm sewer, natural gas, telephone, cable TV, electrical power or other utility, or for any other purpose, without first obtaining a right-of-way use permit issued by the city.

(2) It is unlawful for anyone to make private use of any public right-of-way without first having obtained a right-of-way use permit issued by the city.

(3) It is unlawful for anyone to use any right-of-way without complying with all the provisions of such right-of-way use permit issued by the city.

(4) The city does not waive its right to use the right-of-way by issuance of any permit.

(5) A franchise shall be required of any telecommunications provider who desires to make use of telecommunications facilities which occupy rights-of-way and to provide telecommunications services to any person or area in the City. The franchise is a “master permit” within the meaning of RCW 35.99.010(3).

Section 4. Amendment to BMC 13.35 – Adoption of New Section 13.35.095. Chapter 13.35 of the Buckley Municipal Code is hereby amended by the addition of a new BMC Section 13.35.095 – Telecommunications Franchise Application and Review to provide in its entirety as follows:

- (1) Any person that desires a franchise hereunder shall file an application with the following information:
 - (a) The identity of the applicant;
 - (b) A description of the transmission medium that will be used by the applicant to offer or provide such telecommunications services;
 - (c) To the extent locations for installations are known, preliminary engineering plans, specifications and a map showing where the telecommunications facilities are to be located within the City, all in sufficient detail to identify:
 - i. The location and route requested for the applicant’s proposed telecommunications facilities;
 - ii. The location of applicant’s overhead and underground public utility, telecommunication, cable, water, sewer drainage and other lines and equipment in the rights-of-way along the proposed route;
 - iii. The specific trees, structures, improvements, facilities, lines and equipment and obstructions, if any, that the applicant proposes to temporarily or permanently remove or relocate;
 - (d) If the applicant is proposing an underground installation within new ducts or conduits to be constructed within the rights-of-way and to the extent specific locations are known:
 - i. The location proposed for the new ducts or conduits;
 - ii. Evidence that there is sufficient capacity within the rights-of-way for the proposed telecommunications facilities;
 - (e) A preliminary construction schedule and completion date;
 - (f) Evidence that the applicant is registered to participate in the one-number locator service, as described in RCW Chapter 19.122, if applicable;
 - (g) If the applicant is proposing personal wireless facilities, an accurate map showing the existing locations, if any, of any existing personal wireless facilities in the rights-of-way, owned or operated by the applicant;

(h) An application fee which shall be set by the City Council to recover City costs in accordance with applicable federal and state law; and

(i) Such other information as the Director, in his/her discretion, shall deem appropriate.

(2) Determination by the City. Within the time periods established by state and/or federal law, as applicable, after receiving a complete application hereunder, the City Council shall grant or deny a franchise application. If the City Council denies a franchise, such denial must be based on one of the following:

(a) The financial and technical ability of the applicant;

(b) The legal ability of the applicant to provide the telecommunications service;

(c) The capacity of the rights-of-way to accommodate the applicant's facilities;

(d) The capacity of the rights-of-way to accommodate additional utility and telecommunications facilities if the application is granted;

(e) The damage or disruption, if any, of public or private facilities, improvements, service, travel or landscaping if the application is granted, giving consideration to an applicant's willingness and ability to mitigate and/or repair same;

(f) The public interest in minimizing the cost and disruption of construction with the rights-of-way;

(g) The service that the applicant will provide to the region;

(h) The effect, if any, on general public health, safety, and welfare in City's sole opinion if the application is granted;

(i) Applicable federal, state and local laws, regulations, rules and policies;

(j) Such other factors as may demonstrate that the grant to use the rights-of-way will serve the community interest.

(3) Franchise agreement. No franchise shall be granted hereunder unless the applicant and the City have executed a written agreement setting forth the particular terms and provisions under which the franchise to occupy and use rights-of-way will be granted.

(4) Term of grant. Unless otherwise specified in a franchise, a franchise granted hereunder shall be valid for a term of not more than 10 years.

(5) Nonexclusive grant. No franchise granted hereunder shall confer any exclusive right, privilege, or franchise to occupy or use the rights-of-way for delivery of telecommunications services or any other purposes.

(6) Rights granted.

(a) No franchise granted hereunder shall convey any right, title, or interest in the rights-of-way, but shall be deemed a franchise only to use and occupy the rights-of-way for the limited purposes and term stated in the grant.

(b) No franchise granted hereunder shall authorize or excuse a grantee from securing such further easements, leases, permits or other approvals as may be required to lawfully occupy and use the rights-of-way. Grantee shall obtain the written approval of the facility or structure owner, including the City, if the grantee does not own it, prior to attaching to or otherwise using a facility or structure in the right-of-way.

(c) No franchise granted hereunder shall be construed as any warranty of title.

Section 5. Amendment of BMC 13.35 – Adoption of New Section 13.35.105. Chapter 13.35 of the Buckley Municipal Code is hereby amended by the addition of a new BMC section 13.35.105 – Amendment and Renewal Applications.

(1) A new franchise application and grant shall be required of any grantee that desires to extend its franchise territory or to locate its telecommunications facilities in rights-of-way which are not included in a franchise previously granted hereunder.

(2) A new franchise application and grant shall be required of any grantee that desires to add to or modify the telecommunications services provided pursuant to a franchise previously granted.

(3) A grantee that desires to renew its franchise hereunder shall, not less than 180 days before expiration of the current franchise, file an application with the City for renewal of its franchise which shall include the following information: the applicable information required pursuant to the franchise and any other information required by the City.

a. Franchise renewal determination. The City Council shall grant or deny a renewal application within the time periods established by state or federal law, as applicable. If the City Council determines to deny a franchise application, it shall make such determination consistent with BMC 13.35.095(2). As part of any franchise renewal determination the City Council shall consider grantee's compliance with the requirements of this Chapter and the franchise agreement.

b. Obligation to cure as a condition of renewal. No franchise shall be renewed until any ongoing violations or defaults in the grantee's obligations under the franchise, or the requirements of this Chapter, and all applicable laws, statutes, codes, ordinances, rules and regulations have been cured, or a plan detailing the corrective action to be taken by the grantee has been approved by the City.

Section 6. Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 7. Severability. If any section, sentence, clause, or phrase of this ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 8. Effective date. This ordinance shall be in full force and effective five (5) days from the passage and published in accordance with law.

Introduced, passed, and approved this 22nd day of January 2019.

Patricia Johnson, Mayor

Attested to by:

Approved as to form:

Treva Percival, City Clerk

Scott Snyder, City Attorney

PUBLISHED:
EFFECTIVE:

CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: ORD No. ____-19: Granting to MCIMetro Access Transmission Services Corp DBA Verizon Access Transmission Services non-exclusive telecommunications franchise for five years.	Agenda Date: January 22, 2019 AB19-011		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts	X	X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival		
	Finance Dept – Sheila Bazzar	X	X
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
Municipal Court – Jessica Cash			
	PW/Utilities – Chris Banks		
Attachments: Ordinance with Franchise Agreement			
<p>SUMMARY STATEMENT: For City Council approval granting to MCIMetro Access Transmission Services Corp. DBA Verizon Access Transmission Services and its affiliates, successors and assigns the right, privilege, authority and nonexclusive franchise for five years, to construct, maintain, operate, replace, and repair a telecommunications network in, across, over, along, under, through and below certain designated public rights-of-way.</p> <p>Pursuant to RCW 35A.47.040 Franchise Ordinances must go through two readings for adoption. Approval today would be for the first reading.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Trans/Utilities			
RECOMMENDED ACTION: 1st reading for presentation pursuant to RCW 35A.47.040.....NO MOTION OR ACTION			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
1/22/2019	First Reading Only		

CITY OF BUCKLEY, WASHINGTON

ORDINANCE NO. ____-19

AN ORDINANCE OF THE CITY OF BUCKLEY, WASHINGTON, GRANTING TO MCIMETRO ACCESS TRANSMISSION SERVICES CORP. D/B/A VERIZON ACCESS TRANSMISSION SERVICES AND ITS AFFILIATES, SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY AND NONEXCLUSIVE FRANCHISE FOR FIVE YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A TELECOMMUNICATIONS NETWORK, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF BUCKLEY, WASHINGTON.

WHEREAS, MCImetro Access Transmission Services Corp. D/B/A/ Verizon Access Transmission Services (“Franchisee”) has requested that the City Council grant it a nonexclusive franchise, and

WHEREAS, the City Council has the authority to grant franchises for the use of its streets and other public properties pursuant to RCW 35A.47.040, NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF BUCKLEY, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1 Franchise Granted.

Section 1.1 Pursuant to RCW 35A.47.040, the City of Buckley, a Washington municipal corporation (hereinafter the “City”), hereby grants to Franchisee, its affiliates, heirs, successors, legal representatives and assigns, subject to the terms and conditions hereinafter set forth, a franchise (“Franchise”).

Section 1.2 This Franchise shall be for five (5) years, beginning on the effective date of this ordinance, set forth in Section 39. This Franchise will automatically renew for an additional five (5) year period, unless a party gives notice to the other party of its intent not to renew at least one (1) year in advance of the expiration date.

Section 1.3 This Franchise ordinance grants Franchisee the right, privilege, and authority to construct, operate, maintain, replace, acquire, sell, lease and use all necessary Facilities for a telecommunications network, in, under, on, across, over, through, along or below the public Rights-of-Ways located in the City of Buckley, as approved pursuant to City permits issued

pursuant to this Franchise. Public “Right-of-Way” means land acquired or dedicated to the public or that is hereafter dedicated to the public and maintained under public authority, including, but not limited to, public streets or roads, highways, avenues, lanes, alleys, bridges, sidewalks, utility easements and similar public property located within the franchise area but does not include: State highways; land dedicated for road, streets, highways not opened and not improved for motor vehicle use by the public; structures including poles and conduits located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the State Parks and Recreation Commission; federally granted railroad rights-of-way acquired under 43 USC § 912 and related provisions of federal law that are not open for vehicular use; or leasehold or City-owned property to which the City holds fee title or other title and which is utilized for park, utility or a governmental or proprietary use (for example, buildings, other City-owned physical facilities, parks, poles, conduits, fixtures, real property or property rights owned or leased by the City not reserved for transportation purposes). “Facilities” as used in this Franchise means one or more elements of Franchisee’s telecommunications network, with all necessary cables, wires, conduits, ducts, pedestals, antennas, electronics, and other necessary appurtenances; provided that placement by Franchisee of new utility poles is specifically excluded unless otherwise specifically approved by the City. Equipment enclosures with air conditioning or other noise generating equipment are also excluded from “Facilities,” to the extent such equipment is located in zoned residential areas of the City. For the purposes of this Franchise the term Facilities excludes “microcell” facilities, “minor facilities,” “small cell facilities,” all as defined by RCW 80.36.375, and “macrocell” facilities, including towers and new base stations and other similar facilities (except for fiber optic cables) used for the provision of “personal wireless services” as defined by RCW 80.36.375.

Section 2 Authority Limited to Occupation of Public Rights-of-Way.

Section 2.1 The authority granted herein is a limited authorization to occupy and use the Rights-of-Way throughout the City (the “Franchise Area”). Nothing contained herein shall be construed to grant or convey any right, title, or interest in the Rights-of-Way of the City to the Franchisee other than for the purpose of providing telecommunications services. Franchisee hereby represents that it expects to provide the following services within the City: high speed

data and fiber optic services, internet protocol-based services, internet access services, conduit and dark fiber leasing, telephone, data transport and other telecommunications and information services (the “Services”). No right to install any facility, infrastructure, wires, lines, cables, or other equipment, on any City property other than a Right-of-Way, or upon private property without the owner’s consent, or upon any City, public or privately owned utility poles or conduits is granted herein. Nothing contained within this Franchise shall be construed to grant or convey any right, title, or interest in the Rights-of-Way of the City to Franchisee other than for the purpose of providing the Services, nor to subordinate the primary use of the Right-of-Way as a public thoroughfare. Franchisee may not offer Cable Services as defined in 47 U.S.C. § 522(6) or personal wireless services, without obtaining a new franchise or an amendment to this Franchise approved by the City Council.

Section 2.2 Franchisee shall have the right, without prior City approval, to offer or provide capacity or bandwidth to its customers consistent with this Franchise provided:

- (a) Franchisee at all times retains exclusive ownership over its telecommunications system, Facilities and Services and remains responsible for constructing, installing, and maintaining its Facilities pursuant to the terms and conditions of this Franchise;
- (b) Franchisee may not grant rights to any customer or lessee that are greater than any rights Franchisee has pursuant to this Franchise, provided that leases or other commercial arrangements for the use of the Facilities installed pursuant to this Franchise may extend beyond the term of the Franchise;
- (c) Such customer or lessee shall not be construed to be a third-party beneficiary under this Franchise; and
- (d) No such customer or lessee may use the telecommunications system or Services for any purpose not authorized by this Franchise, unless such rights are otherwise granted by the City.

Section 3 Non-Exclusive Franchise Grant. This Franchise is a non-exclusive franchise, and is granted upon the express condition that it shall not in any manner prevent the City from granting other or further Franchises in, along, over, through, under, below, or across any said Rights-of-

Way. Such Franchise shall in no way prevent or prohibit the City from using any of said roads, streets, or other public properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of same as the City may deem fit and consistent with applicable law, including the dedication, establishment, maintenance, and improvement of all new Rights-of-Way, thoroughfares and other public properties of every type and description.

Section 4 Location of Telecommunications Network Facilities.

Section 4.1 Franchisee is maintaining a telecommunications network, consisting of Facilities within the City. Franchisee may locate its Facilities anywhere within the Franchise Area consistent with the City's design standards and the Buckley Municipal Code and subject to the City's applicable permit requirements. Franchisee shall not be required to amend this Franchise to construct or acquire Facilities within the Franchise Area.

Section 4.2 To the extent that any Rights-of-Way within the Franchise Area are part of the state highway system ("State Highways"), for which the City issues permits, and are governed by the provisions of Chapter 47.24 RCW and applicable Washington State Department of Transportation (WSDOT) regulations, Franchisee shall comply fully with said requirements in addition to local ordinances and other applicable regulations. Franchisee specifically agrees that:

- (a) any pavement trenching and restoration performed by Franchisee within State Highways shall meet or exceed applicable WSDOT requirements;
- (b) any portion of a State Highway damaged or injured by Franchisee shall be restored, repaired and/or replaced by Franchisee to a condition that meets or exceeds applicable WSDOT requirements; and
- (c) without prejudice to any right or privilege of the City, WSDOT is authorized to enforce in an action brought in the name of the State of Washington any condition of this Franchise with respect to any portion of a State Highway.

Section 5 Relocation of Telecommunications Network Facilities.

Section 5.1 Improvement Projects.

- (a) The City may require Franchisee, and Franchisee covenants and agrees, to protect, support, temporarily disconnect, relocate, remove, its Facilities within the Right-of-Way when reasonably necessary for construction, alteration, repair, or improvement of the Right-of-Way for purposes of and for public welfare, health, or safety. These projects may include but are not limited to, improving the Rights-of-Way for traffic conditions, dedications of new Rights-of-Way and the establishment and improvement thereof, widening and improvement of existing Rights-of-Way, street vacations, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity or as otherwise necessary for the operations of the City or other governmental entity, regardless of the type of entity (public or private) performing the project. Collectively all such projects described in this Section 5.1(a) shall be considered an “Improvement Project”.
- (b) Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered pursuant to Section 5.1 shall be borne by Franchisee. Nothing contained within this Franchise shall limit Franchisee’s ability to seek reimbursement for relocation costs when permitted by RCW 35.99.060.
- (c) The City may require the relocation of Franchisee’s Facilities at Franchisee’s expense in the event of an unforeseen emergency that creates an immediate threat to the public safety, health or welfare.
- (d) Franchisee shall in all such cases have the privilege to temporarily bypass in the authorized portion of the same Rights-of-Way any Facilities required to be temporarily disconnected or removed upon approval by the City, which approval shall not unreasonably be withheld or delayed.

Section 5.2 Upon request of the City and in order to facilitate the design of City street and Right-of-Way improvements, Franchisee agrees, at its sole cost and expense, to locate, and if reasonably determined necessary by the City, to excavate and expose its Facilities for inspection so that the Facilities’ location may be taken into account in the improvement design. The decision as to whether any Facilities need to be relocated in order to accommodate the City’s

improvements shall be made by the City upon review of the location and construction of Franchisee's Facilities. The City shall provide Franchisee at least fourteen (14) days' written notice prior to any excavation or exposure of Facilities.

Section 5.3 If the City determines that the project necessitates the relocation of Franchisee's existing Facilities, the following process shall apply:

- (a) At least forty five (45) days prior to commencing the project, provide Franchisee with written notice requiring such relocation; provided, however, that in the event of an emergency situation, defined for purposes of this Franchise as a condition posing an imminent threat to property, life, health, or safety of any person or entity, the City shall give Franchisee written notice as soon as practicable; and
- (b) At least forty five (45) days prior to commencing the project, provide Franchisee with copies of pertinent portions of the plans and specifications for the improvement project and a proposed location for Franchisee's Facilities so that Franchisee may relocate its Facilities in other City Rights-of-Way in order to accommodate such improvement project; and
- (c) After receipt of such notice and such plans and specifications, Franchisee shall complete relocation of its Facilities at least ten (10) days prior to commencement of the City's project at no charge or expense to the City, except as otherwise provided by law. Relocation shall be accomplished in such a manner as to accommodate the City's project.

Section 5.4 Franchisee may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. Such alternatives must be submitted to the City at least thirty (30) days prior to commencement of the project. The City shall evaluate the alternatives and advise Franchisee in writing if one or more of the alternatives are suitable to accommodate the work that would otherwise necessitate relocation of the Facilities. If so requested by the City, Franchisee shall submit at its sole cost and expense additional information to assist the City in making such evaluation. The City shall give each alternative proposed by Franchisee full and fair consideration. In the event the City ultimately determines that there is no other reasonable or feasible alternative, Franchisee shall relocate its Facilities as otherwise provided in this Section 5.

Section 5.5 In the event the City ultimately determines that there is no other reasonable or feasible alternative, Franchisee shall relocate its Facilities as otherwise provided in this Section 5. Further, upon a notification of a delay due to Franchisee, Franchisee agrees to work cooperatively with the City, other franchisees and utilities, and the City's third party contractor to resolve such issues.

Section 5.6 Franchisee shall be solely responsible for the out-of-pocket costs incurred by the City for delays in an Improvement Project to the extent the delay is caused by or arises out of Franchisee's failure to comply with the final schedule for the relocation (other than as a result of a Force Majeure Event or causes or conditions caused by the acts or omissions of the City or any third party unrelated to Franchisee. Franchisee's vendors and contractors shall not be considered unrelated third parties). Such out-of-pocket costs may include, but are not limited to, payment to the City's contractors and/or consultants for increased costs and associated court costs, interest, and attorneys' fees incurred by the City to the extent directly attributable to such Franchisee's caused delay in the Improvement Project.

Section 5.7 Franchisee will indemnify, defend, hold harmless, and pay the costs of defending the City, in accordance with the provisions of Section 16, against any and all claims, suits, actions, damages, or liabilities for delays on City construction projects caused by or arising out of the failure of Franchisee to remove or relocate its Facilities in a timely manner; provided, that Franchisee shall not be responsible for damages due to delays caused by circumstances beyond the control of Franchisee or the negligence, willful misconduct, or unreasonable delay of the City or any unrelated third party.

Section 5.8 Whenever any person shall have obtained permission from the City to use any Right-of-Way for the purpose of moving any building, Franchisee, upon thirty (30) days' written notice from the City, shall raise, remove, or relocate to another part of the Right-of-Way, at the expense of the person desiring to move the building, any of Franchisee's Facilities that may obstruct the removal of such building.

Section 5.9 If Franchisee fails, neglects, or refuses to remove or relocate its Facilities as directed by the City following the procedures outlined in Section 5.1 through Section 5.4 the

City may perform such work or cause it to be done, and the City's costs shall be paid by Franchisee pursuant to Section 14.3 and Section 14.4.

Section 5.10 The provisions of this Section 5 shall survive the expiration or termination of this Franchise during such time as Franchisee continues to have Facilities in the Rights-of-Way.

Section 6 Undergrounding of Facilities.

Section 6.1 Except as specifically authorized by permit of the City, Franchisee shall not be permitted to erect poles. All Facilities shall be installed underground in all areas of the City where all other telecommunications and cable facilities are located underground unless otherwise exempted from this requirement, in writing, by the City. Franchisee acknowledges and agrees that if the City does not require the undergrounding of its Facilities at the time of permit application, the City may, at any time in the future, require the conversion of Franchisee's aerial facilities to underground installation at Franchisee's expense; provided that the City requires all other wireline utilities, except electrical utilities, with aerial facilities in the area to convert such facilities to underground installation at the same time. Unless otherwise permitted by the City, Franchisee shall underground its Facilities in all new developments and subdivisions, and any development or subdivision where all utilities, other than electrical utilities, are currently underground.

Section 6.2 Whenever the City may require the undergrounding of the aerial utilities (other than electrical utilities and personal wireless services facilities) in any area of the City, Franchisee shall underground its aerial facilities in the manner specified by the City, concurrently with and in the area of the other affected utilities. The location of any such relocated and underground utilities shall be approved by the City. Where other utilities are present and involved in the undergrounding project, Franchisee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Franchisee's own Facilities. "Common costs" shall include necessary costs not specifically attributable to the undergrounding of any particular facility, such as costs for common trenching and utility vaults. "Fair share" shall be determined for a project on the

basis of the number and size of Franchisee's Facilities being undergrounded in comparison to the total number and size of all other utility facilities being undergrounded.

Section 6.3 To the extent Franchisee is providing Services to personal wireless services facilities, Franchisee shall adhere to the design standards for such personal wireless services facilities, and shall underground its Facilities and/or place its Facilities within the pole as may be required by such design standards. For the purposes of clarity, this Section 6.3 does not require undergrounding or interior placement of Facilities within the pole to the extent that the personal wireless services facilities are located on utility poles that have pre-existing aerial wireline facilities and provided such construction of Franchisee's Facilities continue to comply with Section 6.1 or Section 6.2.

Section 6.4 Franchisee shall not remove any underground cable or conduit that requires trenching or other opening of the Rights-of-Way along the extension of cable to be removed, except as provided in this Section 6.4. Franchisee may remove any underground cable and other related facilities from the Right-of-Way that has been installed in such a manner that it can be removed without trenching or other opening of the Right-of-Way along the extension of cable to be removed, or if otherwise permitted by the City. Franchisee may remove any underground cable from the Rights-of-Way where reasonably necessary to replace, upgrade, or enhance its Facilities, or pursuant to Section 5. When the City determines, in the City's sole discretion, that Franchisee's underground Facilities must be removed in order to eliminate or prevent a hazardous condition, Franchisee shall remove the cable or conduit at Franchisee's sole cost and expense. Franchisee must apply and receive a permit, pursuant to Section 8.3, prior to any such removal of underground cable, conduit and other related facilities from the Right-of-Way and must provide as-built plans and maps pursuant to Section 7.1.

Section 6.5 Both the City and Franchisee shall be entitled to reasonable access to open utility trenches, provided that such access does not interfere with the other party's placement of utilities or increase such party's actual costs. Franchisee shall pay to the City the actual cost to the City resulting from providing Franchisee access to an open trench, including without limitation the pro rata share of the costs to access the open trench and any costs associated with

the delay of the completion of a public works project. The City shall pay to the Franchisee the incremental costs of providing such access to the open trench.

Section 6.6 The provisions of this Section 6 shall survive the expiration, revocation, or termination of this Franchise. Nothing in this Section 6 shall be construed as requiring the City to pay any costs of undergrounding any of the Franchisee's Facilities.

Section 7 Maps and Records.

Section 7.1 After underground construction is complete, Franchisee shall provide the City with accurate copies of as-built plans and maps stamped and signed by a professional land surveyor or engineer in a form and content acceptable to the Public Works Director or his/her designee in compliance with Buckley Municipal Code Section 13.35.160. Following any aerial construction, Franchisee shall provide the City with accurate copies of as-built plans and maps prepared by Franchisee's design and installation contractors. These plans and maps shall be provided at no cost to the City, and shall include hard copies and digital files in Autocad or other industry standard readable formats that are acceptable to the City and delivered electronically. Further, Franchisee shall provide such maps within ten (10) days following a request from the City. Franchisee shall warrant the accuracy of all plans, maps, and as-builts provided to the City.

Section 7.2 Within thirty (30) days of a written request from the Public Works Director, the Franchisee shall furnish the City with information sufficient to demonstrate: 1) that the Franchisee has complied with all applicable requirements of this Franchise; and 2) that all taxes, including but not limited to sales, utility and/or telecommunications taxes, due the City in connection with the Franchisee's services and Facilities provided by the Franchisee have been properly collected and paid by the Franchisee.

Section 7.3 Books, records, maps, and other documents maintained by Franchisee with respect to its Facilities within the Rights-of-Way and which are reasonably necessary to demonstrate compliance with the terms of this Franchise, shall, after reasonable prior notice from the City, be made available for inspection by the City at reasonable times and intervals but no more than one time each calendar year or upon the City's reasonable belief that there has been a violation of this Franchise by Franchisee; provided, however, that nothing in this Section 7.3

shall be construed to require Franchisee to violate state or federal law regarding customer privacy, nor shall this Section 7.3 be construed to require Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature. Unless otherwise permitted or required by State or federal law, nothing in this Section 7.3 shall be construed as permission to withhold relevant customer data from the City that the City requests in conjunction with a tax audit or review; provided, however, Franchisee may redact identifying information such as names, street addresses (excluding City and zip code), Social Security Numbers, or Employer Identification Numbers related to any confidentiality agreements Franchisee has with third parties.

Section 7.4 Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature; provided, however, Franchisee shall disclose such information to comply with a utility tax audit, or in the event the City is permitted to charge franchise fees as further described in Section 15.1, or as otherwise required in this Franchise. Franchisee shall be responsible for clearly and conspicuously identifying the work as confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. In the event that the City receives a public records request under Chapter 42.56 RCW or similar law for the disclosure of information Franchisee has designated as confidential, trade secret, or proprietary, the City shall promptly provide written notice of such disclosure so that Franchisee can take appropriate steps to protect its interests. Nothing in this Section 7.4 prohibits the City from complying with Chapter 42.56 RCW or any other applicable law or court order requiring the release of public records, and the City shall not be liable to Franchisee for compliance with any law or court order requiring the release of public records. The City shall comply with any injunction or court order obtained by Franchisee that prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order and such higher court action is or has become final and non-appealable, Franchisee shall reimburse the City for any fines or penalties imposed for failure to disclose such records as required hereunder within sixty (60) days of a request from the City.

Section 7.5 On an annual basis, upon thirty (30) days prior written notice, the City shall have the right to conduct an independent audit of Franchisee's records reasonably related to the

administration or enforcement of this Franchise and the collection of utility taxes, in accordance with GAAP. If the audit shows that tax payments have been underpaid by three percent (3%) or more, Franchisee shall pay the total cost of the audit.

Section 8 Work in the Rights-of-Way.

Section 8.1 During any period of relocation, construction or maintenance, all work performed by Franchisee or its contractors shall be accomplished in a safe and workmanlike manner, so to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private. Franchisee shall at all times post and maintain proper barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems.

Section 8.2 The provisions of this Section 8 shall survive the expiration or termination of this Franchise ordinance.

Section 8.3 Whenever Franchisee shall commence work in any public Rights-of-Way for the purpose of excavation, installation, construction, repair, maintenance, or relocation of its cable or equipment, it shall apply to the City for a permit to do so and, in addition, shall give the City at least one (1) working day prior notice (except in the case of an emergency) of its intent to commence work in the Rights-of-Way. The City shall only issue permits that are in compliance with Buckley Municipal Code and the City's generally applicable design standards. During the progress of the work, the Franchisee shall not unnecessarily obstruct the passage or proper use of the Rights-of-Way, and all work by the Franchisee in the area shall be performed in accordance with applicable City standards and specifications. In no case shall any work commence within any Rights-of-Way without a permit, except as otherwise provided in this Franchise ordinance.

Section 8.4 If the Franchisee shall at any time plan to make excavations in any area covered by this Franchise and as described in this Section 8.4, the Franchisee shall afford the City and/or other private utility companies, upon receipt of a written request to do so, an opportunity to share such excavation, PROVIDED THAT:

- (a) Such joint use shall not unreasonably delay the work of the Franchisee causing the excavation to be made;
- (b) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties and in accordance with the applicable codes, rules and regulations; and
- (c) Franchisee may deny such request for safety reasons.

Section 8.5 Except for emergency situations, Franchisee shall give at least seven (7) days' prior notice of intended construction to residents in the affected area prior to any underground construction or disturbance. Such notice shall contain the dates, contact number, nature and location of the work to be performed. At least twenty-four (24) hours prior to entering private property or streets or public easements adjacent to or on such private property, Franchisee shall physically post a notice on the property indicating the nature and location of the work to be performed. Door hangers are permissible methods of notifications to residents. Franchisee shall make a good faith effort to comply with the property owner/resident's preferences, if any, on location or placement of underground installations (excluding aerial cable lines utilizing existing poles and existing cable paths), consistent with sound engineering practices. Following performance of the work, Franchisee shall restore the private property as nearly as possible to its condition prior to construction, except for any change in condition not caused by Franchisee. Any disturbance of landscaping, fencing, or other improvements on private property caused by Franchisee's work shall, at the sole expense of Franchisee, be promptly repaired and restored to the reasonable satisfaction of the property owner/resident. Notwithstanding the above, nothing herein shall give Franchisee the right to enter onto private property without the permission of such private property owner, or as otherwise authorized by applicable law.

Section 8.6 Upon receipt of a permit (except in emergency situations), Franchisee may trim trees upon and overhanging on public ways, streets, alleys, sidewalks, and other public places of the City so as to prevent the branches of such trees from coming in contact with Franchisee's Facilities. The right to trim trees in this Section 8.6 shall only apply to the extent necessary to protect above ground Facilities. Franchisee's tree trimming activities shall protect the appearance, integrity, and health of the trees to the extent reasonably possible. Franchisee

shall be responsible for all debris removal from such activities. All trimming shall be at the expense of Franchisee. Franchisee may contract for such services, however, any firm or individual so retained must first receive City approval prior to commencing such trimming. Nothing herein grants Franchisee any authority to act on behalf of the City, to enter upon any private property, or to trim any tree or natural growth not owned by the City except to the extent it is necessary that Franchisee trims trees or vegetation upon, overhanging, or encroaching on public ways, streets, alleys, sidewalks, and other public places of the City so as to prevent such vegetation from coming in contact with Franchisee's Facilities. Franchisee shall be solely responsible and liable for any damage to any third parties' trees or natural growth caused by Franchisee's actions. Franchisee shall indemnify, defend and hold harmless the City from third-party claims of any nature arising out of any act or negligence of Franchisee with regard to tree and/or natural growth trimming, damage, and/or removal. Franchisee shall reasonably compensate the City or the property owner for any damage caused by trimming, damage, or removal by Franchisee. Except in an emergency situation, all tree trimming must be performed under the direction of an arborist certified by the International Society of Arboriculture, unless otherwise approved by the Public Works Director or his/her designee.

Section 8.7 Franchisee shall meet with the City and other franchise holders and users of the Rights-of-Way upon written notice as determined by the City, to schedule and coordinate construction in the Rights-of-Way. All construction locations, activities, and schedules shall be coordinated, as ordered by the City to minimize public inconvenience, disruption or damages.

Section 8.8 Franchisee shall inform the City with at least thirty (30) days' advance written notice that it is constructing, relocating, or placing ducts or conduits in the Rights-of-Way and provide the City with an opportunity to request that Franchisee provide the City with additional duct or conduit and related structures necessary to access the conduit pursuant to RCW 35.99.070.

Section 8.9 The granting of this Franchise shall not preclude the City, its accredited agents or its contractors, from blasting, grading or doing other necessary road work contiguous to the Franchisee's improvements. The City shall provide Franchisee with twenty-four (24) hours

written notice of any blasting, grading, excavating or doing other necessary road work contiguous to Franchisee's improvement.

Section 8.10 All pavement types shall not be cut for a period of five years after the pavement has been constructed or resurfaced. During this period, untrenched construction techniques such as pushing, jacking, or boring shall be explored on all new or existing pavement road crossings. In cases of emergency or construction failures, or if all alternatives to pavement cutting have been exhausted, provisions for cutting the pavement may be obtained if approved by the Public Works Director. Provisions may be conditioned upon providing a standard grind and asphalt patch and minimum 150-linear-foot full-width overlay for asphalt concrete pavement and bituminous surface treatment pavement or standard cement concrete restoration for cement concrete pavements.

Section 9 One Call Locator Service. Prior to doing any work in the Rights-of-Way, the Franchisee shall follow established procedures, including contacting the Utility Notification Center in Washington and comply with all applicable State statutes regarding the One Call Locator Service pursuant to Chapter 19.122 RCW. Further, upon request from a third party or the City, Franchisee shall locate its Facilities consistent with the requirements of Chapter 19.122 RCW. The City shall not be liable for any damages to Franchisee's Facilities or for interruptions in service to Franchisee's customers that are a direct result of Franchisee's failure to locate its Facilities within the prescribed time limits and guidelines established by the One Call Locator Service regardless of whether the City issued a permit.

Section 10 Safety Requirements.

Section 10.1 Franchisee shall, at all times, employ professional care and shall install and maintain and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connections in, over, under, and upon the Rights-of-Ways, wherever situated or located, shall at all times be kept and maintained in a safe condition. Franchisee shall comply with all federal, State, and City safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its Facilities. By way of illustration and not limitation, Franchisee

shall also comply with the applicable provisions of the National Electric Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) Standards. Upon reasonable notice to Franchisee, the City reserves the general right to inspect the Facilities to evaluate if they are constructed and maintained in a safe condition.

Section 10.2 If an unsafe condition or a violation of Section 10.1 is found to exist, and becomes known to the City, the City agrees to give Franchisee written notice of such condition and afford Franchisee a reasonable opportunity to repair the same. If Franchisee fails to start to make the necessary repairs and alterations within the time frame specified in such notice (and pursue such cure to completion), then the City may make such repairs or contract for them to be made. All costs, including administrative costs, incurred by the City in repairing any unsafe conditions shall be borne by Franchisee and reimbursed to the City pursuant to Section 14.3 and Section 14.4.

Section 10.3 Additional standards include:

- (a) Franchisee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of all bundles of unused cable on any aerial facilities. If permitted pursuant to a permit, Franchisee may maintain a bundle of unused cable on an aerial facility to be used as slack for relocation or repairs.
- (b) All installations of equipment, lines, and ancillary facilities shall be installed in accordance with industry-standard engineering practices and shall comply with all federal, State, and local regulations, ordinances, and laws.
- (c) Any opening or obstruction in the Rights-of-Way or other public places made by Franchisee in the course of its operations shall be protected by Franchisee at all times by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked and visible.

Section 10.4 Franchisee shall comply with any order issued by the Public Works Director or his/her designee regarding the correction or discontinuance of an unsafe, nonconforming or unauthorized condition within the Rights-of-Way as further described by the Buckley Municipal Code Section 13.35.250 and any stop work orders as described in the

Buckley Municipal Code Section 13.35.290. Further, Franchisee shall comply with any determinations by the Public Works Director or his/her designee regarding “Nuisance Utility Facilities” as that term is defined in the Buckley Municipal Code Section 13.35.270.

Section 11 Work of Contractors and Subcontractors. Franchisee’s contractors and subcontractors shall be licensed and bonded in accordance with State law and the City’s ordinances, regulations, and requirements. Work by contractors and subcontractors are subject to the same restrictions, limitations, and conditions as if the work were performed by Franchisee. Franchisee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by Franchisee and shall ensure that all such work is performed in compliance with this Franchise and applicable law.

Section 12 Restoration after Construction.

Section 12.1 Franchisee shall, after installation, construction, relocation, maintenance, or repair of its Facilities, or after abandonment approved pursuant to Section 18, promptly remove any obstructions from the Rights-of-Way and restore the surface of the Rights-of-Way to at least the same condition the Rights-of-Way were in immediately prior to any such installation, construction, relocation, maintenance or repair, provided Franchisee shall not be responsible for any changes to the Rights-of-Way not caused by Franchisee or anyone doing work for Franchisee. The Public Works Director or his/her designee shall have final approval of the condition of such Rights-of-Way after restoration. All concrete encased survey monuments that have been disturbed or displaced by such work shall be restored pursuant to federal, state (such as Chapter 332-120 WAC), and local standards and specifications.

Section 12.2 Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by work to the Franchise Area or other affected area at its sole cost and expense and according to the time and terms specified in the construction permit issued by the City. All work by Franchisee pursuant to this Franchise shall be performed in accordance with applicable City standards.

Section 12.3 If conditions (e.g. weather) make the complete restoration required under Section 12 impracticable, Franchisee shall temporarily restore the affected Right-of-Way or

property. Such temporary restoration shall be at Franchisee's sole cost and expense. Franchisee shall promptly undertake and complete the required permanent restoration when conditions no longer make such permanent restoration impracticable.

Section 12.4 In the event Franchisee does not repair a Right-of-Way or an improvement in or to a Right-of-Way within the time reasonably directed by the Public Works Director, or his/her designee, in order to maintain the public welfare, health or safety, the City may repair the damage and shall be reimbursed its actual cost within sixty (60) days of submitting an invoice to Franchisee in accordance with the provisions of Section 14.3 and Section 14.4. In addition, and pursuant to Section 14.3 and Section 14.4, the City may bill Franchisee for expenses associated with the inspection of such restoration work. The failure by Franchisee to complete such repairs shall be considered a breach of this Franchise and is subject to remedies by the City including the imposition of damages consistent with Section 20.2.

Section 12.5 The provisions of this Section 12 shall survive the expiration or termination of this Franchise so long as Franchisee continues to have Facilities in the Rights-of-Way and has not completed all restoration to the City's standards.

Section 13 Emergency Work/Dangerous Conditions.

Section 13.1 In the event of any emergency in which any of Franchisee's Facilities located in or under any street endangers the property, life, health or safety of any person, or if Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health or safety of any individual, Franchisee shall immediately take the proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health or safety of individuals without first applying for and obtaining a permit as required by this Franchise. However, this shall not relieve Franchisee from the requirement of obtaining any permits necessary for this purpose, and Franchisee shall apply for all such permits not later than the next succeeding day during which the Buckley City Hall is open for business. The City retains the right and privilege to cut or move any Facilities located within the Rights-of-Way of the City, in response to any public health or safety emergency.

Section 13.2 The City shall not be liable for any damage to or loss of Facilities within the Rights-of-Way as a result of or in connection with any public works, public improvements, construction, grading, excavation, filling, or work of any kind in the Rights-of-Way by or on behalf of the City, except to the extent directly and proximately caused by sole negligence, intentional misconduct or criminal actions of the City, its employees, contractors, or agents. The City shall further not be liable to Franchisee for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City's actions under this Section 13 except to the extent caused by the sole negligence, intentional misconduct or criminal actions of the City, its employees, contractors, or agents.

Section 13.3 Whenever the construction, installation or excavation of Facilities conducted by Franchisee as authorized by this Franchise has caused or materially contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place, street utilities or City property, the Public Works Director may direct Franchisee, at Franchisee's own expense, to take reasonable action to protect the public, adjacent public places, City property or street utilities, and such action may include compliance within a prescribed time. In the event that Franchisee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, before the City can timely contact Franchisee to request Franchisee effect the immediate repair, the City may enter upon the property and take such reasonable actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, or reasonable actions regarded as necessary safety precautions, and Franchisee shall be liable to the City for the costs thereof.

Section 14 Recovery of Costs.

Section 14.1 Franchisee shall pay a one-time fee for the actual administrative expenses incurred by the City that are directly related to the receiving and approving this Franchise pursuant to RCW 35.21.860, including the costs associated with the City's legal costs incurred in drafting and processing this Franchise, which shall not exceed \$5,000. No construction permits shall be issued for the installation of Facilities authorized until such time as the City has received

payment of this fee; further, this Franchise shall be considered void if the fee is not paid within ninety (90) days of receipt of the invoice. Franchisee shall further be subject to all permit fees associated with activities undertaken through the authority granted in this Franchise or under the laws of the City. Where the City incurs costs and expenses for review, inspection, or supervision of activities, including but not limited to reasonable fees associated with attorneys, consultants, City Staff and City Attorney time, undertaken through the authority granted in this Franchise or any ordinances relating to the subject for which a permit fee is not established, Franchisee shall pay such costs and expenses directly to the City in accordance with the provisions of Section 14.3.

Section 14.2 In addition to Section 14, Franchisee shall promptly reimburse the City in accordance with the provisions of Section 14.3 and Section 14.4 for any and all costs the City reasonably incurs in response to any emergency situation involving Franchisee's Facilities, to the extent said emergency is not the fault of the City. The City agrees to simultaneously seek reimbursement from any franchisee or permit holder who caused or contributed to the emergency situation.

Section 14.3 Consistent with state law, Franchisee shall reimburse the City within sixty (60) days of submittal by the City of an itemized billing for reasonably incurred costs, itemized by project, for Franchisee's proportionate share of all actual, identified expenses incurred by the City in planning, constructing, installing, repairing, altering, or maintaining any City facility as the result of the presence of Franchisee's Facilities in the Right-of-Way. Such costs and expenses shall include but not be limited to Franchisee's proportionate cost of City personnel assigned to oversee or engage in any work in the Right-of-Way as the result of the presence of Franchisee's Facilities in the Right-of-Way. Such costs and expenses shall also include Franchisee's proportionate share of any time spent reviewing construction plans in order to either accomplish the relocation of Franchisee's Facilities or the routing or rerouting of any utilities so as not to interfere with Franchisee's Facilities.

Section 14.4 The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and reasonable overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to

specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. At the City's option, the billing may be on an annual basis, but the City shall provide the Franchisee with the City's itemization of costs, in writing, at the conclusion of each project for information purposes.

Section 15 City's Reservation of Rights.

Section 15.1 Franchisee hereby represents that its operations as authorized under this Franchise are those of a telephone business as defined in RCW 82.16.010, or service provider as defined in RCW 35.21.860. As a result, the City will not impose a Franchise fee under the terms of this Franchise, other than as described herein. The City hereby reserves its right to impose a Franchise fee on Franchisee if Franchisee's operations as authorized by this Franchise change such that the statutory prohibitions of RCW 35.21.860 no longer apply or, if statutory prohibitions on the imposition of such fees are removed. In either instance, the City also reserves its right to require that Franchisee obtain a separate Franchise for its change in use. Nothing contained herein shall preclude Franchisee from challenging any such new fee or separate agreement under applicable federal, State, or local laws.

Section 15.2 Franchisee acknowledges that its operation with the City constitutes a telecommunications business subject to the utility tax imposed pursuant to the Buckley Municipal Code Chapter 3.96. Franchisee stipulates and agrees that certain of its business activities are subject to taxation as a telephone business and that Franchisee shall pay to the City the rate applicable to such taxable services under Buckley Municipal Code Chapter 3.96, and consistent with state and federal law. The parties agree however, that nothing in this Franchise shall limit the City's power of taxation as may exist now or as later imposed by the City. This provision does not limit the City's power to amend Buckley Municipal Code Chapter 3.96 as may be permitted by law. Nothing in this Franchise is intended to alter, amend, modify or expand the taxes and fees that may be lawfully assessed on Franchisee's Services.

Section 16 Indemnification.

Section 16.1 Franchisee releases, covenants not to bring suit, and agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property caused by or arising out of any acts or omissions of Franchisee, its agents, servants, officers, or employees in the performance of this Franchise and any rights granted within this Franchise.

Section 16.2 Inspection or acceptance by the City of any work performed by Franchisee at the time of completion of construction shall not be grounds for avoidance by Franchisee of any of its obligations under this Section 16. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised, with Franchisee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

Section 16.3 The City shall promptly notify Franchisee of any claim or suit and request in writing that Franchisee indemnify the City. Franchisee may choose counsel to defend the City subject to this Section 16.3. City's failure to so notify and request indemnification shall not relieve Franchisee of any liability that Franchisee might have, except to the extent that such failure prejudices Franchisee's ability to defend such claim or suit. In the event that Franchisee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Franchisee, Franchisee shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Franchisee to represent the City, then upon the prior written approval and consent of Franchisee, which shall not be unreasonably withheld, the City shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and Franchisee shall pay the reasonable fees and expenses of such separate counsel, except that Franchisee shall not be required to pay the fees and expenses of separate counsel on behalf of the City for the City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The City's

fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by the City but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Franchisee. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

Section 16.4 The parties acknowledge that this Franchise may be subject to RCW 4.24.115. Accordingly, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Franchisee and the City, its officers, officials, employees, and volunteers, Franchisee's liability shall be only to the extent of Franchisee's negligence. It is further specifically and expressly understood that the indemnification provided constitutes Franchisee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

Section 16.5 Notwithstanding any other provisions of this Section 16, Franchisee assumes the risk of damage to its Facilities located in the Rights-of-Way and upon City-owned property from activities conducted by the City, its officers, agents, employees, volunteers, elected and appointed officials, and contractors, except to the extent any such damage or destruction is caused by or arises from any sole negligence, intentional misconduct or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. In no event shall the City be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under this Franchise. Franchisee releases and waives any and all such claims against the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. Franchisee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages, lost profits and consequential damages, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of

Franchisee's Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors except to the extent any such damage or destruction is caused by or arises from the sole negligence or intentional misconduct, or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors.

Section 16.6 The provisions of this Section 16 shall survive the expiration, revocation, or termination of this Franchise.

Section 17 Insurance.

Section 17.1 Franchisee shall procure and maintain for so long as Franchisee has Facilities in the Right-of-Way, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of rights, privileges and authority granted to Franchisee, its agents representatives or employees. Franchisee shall require that every contractor and subcontractor maintain insurance coverage and policy limits consistent with this Section 17. Franchisee shall procure insurance from insurers with a current A.M. Best rating of not less than A-. Franchisee shall provide a copy of a certificate of insurance and additional insured endorsement to the City for its inspection at the time of or prior to acceptance of this Franchise, and such insurance certificate shall evidence a policy of insurance that includes:

(a) Automobile Liability insurance with limits no less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage.

(b) Commercial General Liability insurance, written on an occurrence basis with limits no less than \$3,000,000 combined single limit per occurrence and \$5,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; premises; operations; independent contractors; stop gap liability; personal injury; products and completed operations; broad form property damage; explosion, collapse and underground (XCU); and employer's liability.

(c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington. No deductible is presently required for this insurance; and

(d) Umbrella liability policy with limits not less than \$10,000,000 per occurrence and in the aggregate.

Section 17.2 Any deductibles or self-insured retentions must be declared to and approved by the City. Such approval shall not be unreasonably withheld or delayed. The City acknowledges that Franchisee's current deductibles are subject to change based on business needs and the commercial insurance market. Payment of deductible or self-insured retention shall be the sole responsibility of Franchisee. Additionally, Franchisee shall pay all premiums for the insurance on a timely basis. Franchisee may utilize primary and umbrella liability insurance policies to satisfy the insurance policy limits required in this Section 17. Franchisee's umbrella liability insurance policy shall provide "follow form" coverage over its primary liability insurance policies.

Section 17.3 The insurance policies, with the exception of Workers' Compensation obtained by Franchisee shall name the City, its officers, officials, employees, agents, and volunteers ("Additional Insureds"), as an additional insured with regard to activities performed by or on behalf of Franchisee. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Franchisee shall provide to the City prior to or upon acceptance either (1) a true copy of the additional insured endorsement for each insurance policy required in this Section 17 and providing that such insurance shall apply as primary insurance on behalf of the Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of Franchisee's obligations to fulfill the requirements. Franchisee's insurance shall be primary insurance with respect to the Additional Insureds, and the endorsement should specifically state that the insurance is the primary insurance. Any insurance maintained by the Additional Insureds shall be in excess of Franchisee's insurance and shall not contribute with it.

Section 17.4 Franchisee is obligated to notify the City of any cancellation or intent not to renew any insurance policy, required pursuant to this Section 17, thirty (30) days prior to any

such cancellation. Within fifteen (15) days prior to said cancellation or intent not to renew, Franchisee shall obtain and furnish to the City replacement insurance policies meeting the requirements of this Section 17. Failure to provide the insurance cancellation notice and to furnish to the City replacement insurance policies meeting the requirements of this Section 17 shall be considered a material breach of this Franchise and subject to the City's election of remedies described in Section 20 below. Notwithstanding the cure period described in Section 20.2, the City may pursue its remedies immediately upon a failure to furnish replacement insurance.

Section 17.5 Franchisee's maintenance of insurance as required by this Section 17 shall not be construed to limit the liability of Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Franchisee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Franchisee.

Section 17.6 As of the effective date of this Franchise, Franchisee is not self-insured. Should Franchisee wish to become self-insured at the levels outlined in this Franchise at a later date, Franchisee must provide the City with thirty (30) days advanced written notice of its intent to self-insure. In order to self-insure, Franchisee shall comply with the following: (i) provide a written attestation that Franchisee possesses the necessary amount of unencumbered financial assets to support the financial exposure of self-insurance, as evidenced by an outside auditor's review of Franchisee's financial statements; (ii) the City, upon request, may review Franchisee's financial statements; (iii) Franchisee is responsible for all payments within the self-insured retention; and (iv) Franchisee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise. These requirements may be modified by written amendment executed by both parties.

Section 18 Abandonment of Franchisee's Telecommunications Fiber Optic Cable Network.

Section 18.1 Upon the expiration, termination, or revocation of the rights granted under this Franchise, Franchisee shall remove all of its Facilities from the Right-of-Way within thirty (30) days of receiving written notice from the Public Works Director or his/her designee. The

Facilities, in whole or in part, may not be abandoned by Franchisee without written approval by the City. Any plan for abandonment or removal of Franchisee's Facilities must be first approved by the Public Works Director or his/her designee, and all necessary permits must be obtained prior to such work. Franchisee shall restore the Right-of-Way to at least the same condition the Right-of-Way were in immediately prior to any such removal provided Franchisee shall not be responsible for any changes to the Right-of-Way not caused by Franchisee or any person doing work for Franchisee. Franchisee shall be solely responsible for all costs associated with removing its Facilities.

Section 18.2 Notwithstanding Section 18.1 above, the City may permit Franchisee's improvements to be abandoned in place in such a manner as the City may prescribe. Upon permanent abandonment, and Franchisee's agreement to transfer ownership of the Facilities to the City, Franchisee shall submit to the City a proposal and instruments for transferring ownership to the City.

Section 18.3 Any Facilities which are not removed within one hundred (120) days of either the date of termination or revocation or the date the City issued a permit authorizing removal, whichever is later, shall automatically become the property of the City. Any costs incurred by the City in safeguarding such Facilities or removing the Facilities shall be reimbursed by Franchisee. Nothing contained within this Section 18 shall prevent the City from compelling Franchisee to remove any such Facilities through judicial action when the City has not permitted Franchisee to abandon said Facilities in place. The provisions of this Section 18 shall survive the expiration, revocation, or termination of this Franchise.

Section 18.4 If Franchisee leases a structure in the Right-of-Way from a landlord and such landlord later replaces, removes or relocates the structure, for example by building a replacement structure, Franchisee shall remove or relocate its Facilities within the Right-of-Way within ninety (90) days of such notification from the landlord at no cost to the City.

Section 18.5 The provisions of this Section 18 shall survive the expiration, revocation, or termination of this Franchise and for so long as Franchisee has Facilities in Rights-of-Way.

Section 19 Bonds.

Section 19.1 Construction Performance Bond. Upon an application for a permit involving excavation, installation, construction, restoration or relocation of the Facilities and if required by the City, Franchisee shall furnish a performance bond (“Performance Bond”) written by a corporate surety reasonably acceptable to the city in an amount equal to 150% of the construction cost, which should not be less than \$2,000. The amount of the Performance Bond may be reduced during construction as determined by the City. The Performance Bond shall guarantee the following: (1) timely completion of construction; (2) construction in compliance with all applicable plans, permits, technical codes, and standards; (3) proper location of the Facilities as specified by the City; (4) restoration of the Rights-of-Way and other City properties affected by the construction; (5) submission of as-built drawings after completion of construction; and (6) timely payment and satisfaction of all claims, demands, or liens for labor, materials, or services provided in connection with the work which could be asserted against the City or City property. Said bond must remain in full force until the completion of construction, including final inspection, corrections, and final approval of the work, recording of all easements, provision of as-built drawings, and the posting of a Maintenance Bond as described in Section 19.2.

Section 19.2 Maintenance Bond. Following excavation, installation, construction, restoration or relocation of the Facilities and if required by the City, Franchisee shall furnish a two (2) year maintenance bond (“Maintenance Bond”), or other surety acceptable to the City, at the time of final acceptance of construction work on Facilities within the Rights-of-Way. The Maintenance Bond amount will be equal to twenty five percent (25%) of the actual, documented final cost of the construction work. The Maintenance Bond in this Section 19.2 must be in place prior to City’s release of the bond required by Section 19.1.

Section 19.3 Franchise Bond. Franchisee shall provide City with a bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) (“Franchise Bond”) running or renewable for the term of this Franchise, in a form and substance reasonably acceptable to City. In the event Franchisee shall fail to substantially comply with any one or more of the provisions of this Franchise following notice and a reasonable opportunity to cure, then there shall be recovered jointly and severally from Franchisee and the bond any actual damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs,

compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Franchisee specifically agrees that its failure to comply with the terms of this Section 19 shall constitute a material breach of this Franchise. The amount of the bond shall not be construed to limit Franchisee's liability or to limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 20 Remedies to Enforce Compliance.

Section 20.1 The City may elect, without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Franchisee to comply with the provisions of the Franchise and to recover damages and costs incurred by the City by reason of Franchisee's failure to comply. In addition to any other remedy provided herein, the City reserves the right to pursue any remedy to compel or force Franchisee and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein. In addition to any other remedy provided in this Franchise, Franchisee reserves the right to pursue any remedy available at law or in equity to compel or require the City, its officers, employees, volunteers, contractors and other agents and representatives, to comply with the terms of this Franchise. Further, all rights and remedies provided herein shall be in addition to and cumulative with any and all other rights and remedies available to either the City or Franchisee. Such rights and remedies shall not be exclusive, and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy. Provided, further, that by entering into this Franchise, it is not the intention of the City or Franchisee to waive any other rights, remedies, or obligations as otherwise provided by law equity, or otherwise, and nothing contained here shall be deemed or construed to effect any such waiver. The parties agree that in the event a party obtains injunctive relief, neither party shall be required to post a bond or other security and the parties agree not to seek the imposition of such a requirement.

Section 20.2 If either party (the "Defaulting Party") shall violate, or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to such party under the provisions of this Franchise, the other party (the "Non-Defaulting Party")

shall provide the Defaulting Party with written notice specifying with reasonable particularity the nature of any such breach and the Defaulting Party shall undertake all commercially reasonable efforts to cure such breach within thirty (30) days of receipt of notification. If the parties reasonably determine the breach cannot be cured within (30) thirty days, the Non-Defaulting Party may specify a longer cure period, and condition the extension of time on the Defaulting Party's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Defaulting Party does not comply with the specified conditions, the Non-Defaulting Party may pursue any available remedy at law or in equity as provided in Section 20.1 above, or in the event Franchisee has failed to timely cure or commence cure of the breach, the City may, at its discretion, (1) revoke this Franchise with no further notification pursuant to Section 21, (2) refuse to grant additional permits, or (3) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the Franchisee or Franchise Bond set forth in Section 19.3.

Section 21 Revocation.

(1) The director may revoke any permit issued under Buckley Municipal Code 13.35 whenever in the director's sole determination:

- (a) The work or activity does not proceed in accordance with the plans as approved, or conditions of approval, or is not in compliance with the requirements of BMC 13.35 or procedures, or other city ordinances, state law or federal law;
- (b) The city has been denied access to investigate and perform inspection;
- (c) The permittee has made a misrepresentation of a material fact in applying for a permit;
- (d) The progress or condition of the approved work or activity indicates that it is or will be inadequate to protect the public and adjoining property, the street or utilities in the street, or any excavation or fill endangers or will endanger the public, the adjoining property, street or utilities in the street;

(e) The right-of-way is being used in violation of a permit issued under BMC 13.35 or is being used in violation of any provision of BMC 13.35.

(2) Upon suspension or revocation of a permit, all use of the right-of-way shall cease, except as authorized or directed by the director.

(3) Notice of revocation shall be by letter.

(4) Revocation may be appealed to the city hearing examiner subject to BMC 21.01.260.

Section 22 Non-Waiver. The failure of either party to insist upon strict performance of any of the covenants and agreements of this Franchise or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenants, agreements or option or any other covenants, agreements or option.

Section 23 Police Powers and City Ordinances. Nothing herein shall be deemed to restrict the City's ability to adopt and enforce, consistent with applicable law, all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to reasonably control by appropriate regulations consistent with applicable law, including but not limited to 47 U.S.C. Section 253, the location, elevation, manner of construction and maintenance of Facilities by Franchisee and facilities of other similarly situated franchisees, and Franchisee shall promptly conform with all such regulations, unless compliance would cause Franchisee to violate other requirements of law. In the event of a conflict between the provisions of this Franchise ordinance and any other generally applicable ordinance(s) enacted under the City's police power authority, such other ordinances(s) shall take precedence over the provisions set forth herein.

Section 24 Cost of Publication. The cost of publication of this Franchise ordinance shall be borne by Franchisee.

Section 25 Acceptance. This Franchise may be accepted by Franchisee by its filing with the City Clerk of an unconditional written acceptance, within thirty (30) days from the City's execution of this Franchise, in the form attached as Exhibit A. Failure of Franchisee to so accept

this Franchise shall be deemed a rejection by Franchisee and the rights and privileges granted shall cease. In addition, Franchisee shall submit proof of insurance obtained and additional insured endorsement pursuant to Section 17, any applicable construction Performance Bond pursuant to Section 19.1 and the Franchise Bond required pursuant to Section 19.3. The administrative fee pursuant to Section 14.1 is due within thirty days of receipt of the invoice from the City.

Section 26 Survival. All of the provisions, conditions, and requirements of Section 5, Section 6, Section 8, Section 12, Section 16, Section 18, Section 26, Section 27, and Section 38.2 of this Franchise shall be in addition to any and all other obligations and liabilities Franchisee may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to Franchisee for the use of the Franchise Area, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of Franchisee and all privileges, as well as all obligations and liabilities of Franchisee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned where Franchisee is named herein.

Section 27 Assignment.

Section 27.1 This Franchise may not be directly or indirectly assigned, transferred, or disposed of by sale, lease, merger, consolidation or other act of Franchisee, by operation of law or otherwise, unless prompt written notice is provided to the City within sixty (60) days following the assignment. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such notice shall not be required unless and until the secured party elects to realize upon the collateral. For purposes of this Section 27, no assignment or transfer of this Franchise shall be deemed to occur based on the public trading of Franchisee's stock; provided, however, any tender offer, merger, or similar transaction resulting in a change of control shall be subject to the provisions of this Franchise.

Section 27.2 Any transactions which singularly or collectively result in a change of 50% or more of the (i) ownership or working control (for example, management of Franchisee or its Telecommunications facilities) of the Franchisee; or (ii) ownership or working control of the

Franchisee's Telecommunications facilities within the City; or (iii) control of the capacity or bandwidth of the Franchisee's Telecommunication facilities within the City, shall be considered an assignment or transfer requiring notice to the City pursuant to this Franchise. Such transactions between affiliated entities are not exempt from notice requirements. A Franchisee shall notify the City of any proposed change in, or transfer of, or acquisition by any other party of control of a Franchisee within sixty (60) days following the closing of the transaction.

Section 28 Extension. If this Franchise expires without renewal or is otherwise lawfully terminated or revoked, the City may, subject to applicable law:

- (a) Allow Franchisee to maintain and operate its Facilities on a month-to-month basis, provided that Franchisee maintains insurance for such Facilities during such period and continues to comply with this Franchise; or
- (b) The City may order the removal of any and all Facilities at Franchisee's sole cost and expense consistent with Section 18.

Section 29 Entire Agreement. This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Franchise.

Section 30 Eminent Domain. The existence of this Franchise shall not preclude the City from acquiring by condemnation in accordance with applicable law, all or a portion of the Franchisee's Facilities for the fair market value thereof. In determining the value of such Facilities, no value shall be attributed to the right to occupy the area conferred by this Franchise.

Section 31 Vacation. If at any time the City, by ordinance, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to the Franchisee by reason of such vacation. If Franchisee has Facilities in the vacated portion of the Right-of-Way, the City shall use reasonable efforts to reserve an appurtenant easement for Franchisee within the vacated portion of the Right-of-Way within which Franchisee may continue to operate existing Facilities under the terms of this Franchise for the remaining period of the term set forth in Section 1.2. Notwithstanding the preceding sentence, the City shall incur no liability for failing to reserve such easement. The City shall notify the Franchisee in writing not less than

sixty (60) days before vacating all or any portion of any such area, in which Franchisee is located. The City may, after sixty (60) days written notice to the Franchisee, terminate this Franchise with respect to such vacated area.

Section 32 Notice. Any Notice or information required or permitted to be given to the parties under this Franchise agreement may be sent to the following addresses unless otherwise specified:

CITY OF BUCKLEY
ATTN: City Clerk
PO Box 1960
Buckley, WA 98321
Telephone: 360-829-1921

FRANCHISEE:
MCImetro Access Transmission Services Corp.
Attn: Franchise Manager
600 Hidden Ridge
Mailcode: HQE02E102

Irving, TX 75038

with a copy to (except for invoices):
Verizon Business Services
1320 N. Courthouse Road, Suite 900
Arlington, VA 22201
Attn: Vice President and
Deputy General Counsel, Network Services

Invoices:

Verizon
Attn: Contract Admin
6929 N. Lakewood Ave, MD. 5.3-4009
Tulsa, OK 74117

Section 33 Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance unless such invalidity or unconstitutionality materially alters the rights, privileges, duties, or obligations hereunder, in which event either party may request renegotiation of those remaining terms of this Franchise materially affected by such court's ruling.

Section 34 Compliance with All Applicable Laws. Each party agrees to comply with all present and future federal, state and local laws, ordinances, rules and regulations. This Franchise is subject to BMC Chapter 13.35 and to ordinances of general applicability enacted pursuant to the City's police powers. Franchisee further agrees to remove all liens and encumbrances arising as a result of said use or work. Franchisee shall, at its own expense, maintain its Facilities in a safe condition, in good repair and in a manner reasonably suitable to the City. Additionally, Franchisee shall keep its Facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services. City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City ordinance enacted pursuant to such federal or state statute or regulation when such statute, regulation, or ordinance necessitates this Franchise be amended in order to remain in compliance with applicable laws, but only upon providing Franchisee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, Franchisee makes a written request for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, either party may pursue any available remedies at law or in equity.

Section 35 Attorneys' Fees. If a suit or other action is instituted in connection with any controversy arising out of this Franchise, each party shall pay all its legal costs and attorney fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this section shall be construed to limit the City's right to indemnification under Section 16 of this Franchise.

Section 36 Hazardous Substances. Franchisee shall not introduce or use any hazardous substances (chemical or waste), in violation of any applicable law or regulation, nor shall Franchisee allow any of its agents, contractors or any person under its control to do the same. Franchisee will be solely responsible for and will defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from and against any and all

claims, costs and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property to the extent caused by Franchisee's use, storage, or disposal of hazardous substances, whether or not intentional, and the use, storage or disposal of such substances by Franchisee's agents, contractors or other persons acting under Franchisee's control, whether or not intentional.

Section 37 Licenses, Fees and Taxes. Prior to constructing any Facilities, Franchisee shall obtain a business or utility license from the City. Franchisee shall pay promptly and before they become delinquent, all taxes on personal property and improvements owned or placed by Franchisee and shall pay all license fees and public utility charges relating to the conduct of its business, shall pay for all permits, licenses and zoning approvals, shall pay any other applicable tax unless documentation of exemption is provided to the City and shall pay utility taxes and license fees imposed by the City.

Section 38 Miscellaneous.

Section 38.1 City and Franchisee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Franchise.

Section 38.2 This Franchise shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or Snohomish County Superior Court.

Section 38.3 Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

Section 38.4 Where the context so requires, the singular shall include the plural and the plural includes the singular.

Section 38.5 Franchisee shall be responsible for obtaining all other necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the City is making no representation, warranty or covenant whether any of the foregoing

approvals, authorizations or agreements are required or have been obtained by Franchisee by any person or entity.

Section 38.6 This Franchise may be enforced at both law and equity.

Section 38.7 Franchisee acknowledges that it, and not the City, shall be responsible for the premises and equipment's compliance with all marking and lighting requirements of the FAA and the FCC. Franchisee shall indemnify and hold the City harmless from any fines or other liabilities caused by Franchisee's failure to comply with such requirements. Should Franchisee or the City be cited by either the FCC or the FAA because the Facilities or the Franchisee's equipment is not in compliance and should Franchisee fail to cure the conditions of noncompliance within the timeframe allowed by the citing agency, the City may either terminate this Franchise immediately on notice to the Franchisee or proceed to cure the conditions of noncompliance at the Franchisee's expense.

Section 38.8 This Franchise is subject to all current and future applicable federal, State and local laws, regulations and orders of governmental agencies as amended, including but not limited to the Communications Act of 1934, as amended, the Telecommunications Act of 1996, as amended and the Rules and Regulations of the FCC. Neither the City nor Franchisee waive any rights they may have under any such laws, rules or regulations.

Section 38.9 There are no third party beneficiaries to this Franchise.

Section 38.10 Neither party shall be required to perform any covenant or obligation in this Franchise, or be liable in damages to the other party, so long as the performance of the covenant or obligation is delayed, caused or prevented by a Force Majeure Event. A "Force Majeure Event" is defined for purposes of this Franchise as strikes, lockouts, sit-down strike, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including inclement weather which prevents construction), acts of the public enemy, wars, terrorism, insurrections, and any other similar act of God event.

Section 39 Ordinance Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect (5) days after passage and publication of an approved summary thereof consisting of the title.

APPROVED:

Patricia Johnson
MAYOR

ATTEST/AUTHENTICATED:

Treva Percival, City Clerk

APPROVED AS TO FORM:

Scott Snyder
CITY ATTORNEY

<u>Vote</u>	Connie Bender	Ron Smith	Sandy Burkett	Beau Burkett	John Leggett	Milt Tremblay	Luke Wilbanks
Ayes:							
Nays:							
Abstentions:							
Absent:							

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.:

SUMMARY OF ORDINANCE NO.

City of Buckley, Washington

On the ___ day of _____, 201__, the City Council of the City of Buckley passed Ordinance No. _____ (201__). A summary of the content of said Ordinance, consisting of the title, is provided as follows:

AN ORDINANCE OF THE CITY OF BUCKLEY, WASHINGTON, GRANTING TO MCIMETRO ACCESS TRANSMISSION SERVICES CORP. D/B/A VERIZON ACCESS TRANSMISSION SERVICES AND ITS AFFILIATES, SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY AND NONEXCLUSIVE FRANCHISE FOR FIVE YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A TELECOMMUNICATIONS NETWORK, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF BUCKLEY, WASHINGTON.

The full text of this Ordinance will be mailed upon request.

Treva Percival, City Clerk

FILED WITH THE CITY CLERK: _____, 201__
PASSED BY THE CITY COUNCIL: _____, 201__
PUBLISHED: _____, 201__
EFFECTIVE DATE: _____, 201__
ORDINANCE NO.: _____ (201__)

CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: RES No. 19-___: Updating the City Taxes, Rates & Fees Schedule Revision #29	Agenda Date: January 22, 2019		AB19-012
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts	X	X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival		X
	Finance Dept – Sheila Bazzar		X
	Building Official – Mike Deadmond		X
	Fire Dept – Chief Predmore		X
	Parks & Rec Dept – Kevin Caviezel		X
	Planning Dept – Kathy James		X
	Police Dept – Chief Arsanto		X
	Municipal Court – Jessica Cash		X
	PW/Utilities – Chris Banks		X
Attachments: Resolution & Exhibit			
<p>SUMMARY STATEMENT: Resolution making corrections to language and adjusting permit fees and utility rates;</p> <ul style="list-style-type: none"> • Adjusts fees charged for Cardiopulmonary Resuscitation (CPR), First-Aid (FA) and Bloodborne Pathogens (BBP) classes; and • Adds fees for rate for Ambulance Event Standby; and • Proposes adjustments to garbage rates by 2.5% based on contractual and tipping fees; and • Increases basic water service rates by 5% based on the financing recommendations in the new Water System Plan; and • Increases water consumption rates by 1.5% for each tier; and • Increases stormwater utility rates by 5.0%; and • Adds fees for processing applications for Small Wireless Facilities. 			
COMMITTEE REVIEW AND RECOMMENDATION: T/U 1/15/19			
RECOMMENDED ACTION: MOTION to approve RES No. 19-___ Updating the City Taxes, Rates & Fees Schedule Revision #29			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
1/22/2019			

CITY OF BUCKLEY, WASHINGTON

RESOLUTION NO. 19-___

A RESOLUTION OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON REVISING THE COMPREHENSIVE TAXES, RATES AND FEES SCHEDULE TO ADJUST CHARGES AND RATES FOR CPR/FA/BBP CLASSES, SOLID WASTE SERVICES (GARBAGE), WATER, STORMWATER UTILITY AND ADD FEES FOR ALS/BLS STANBY SERVICES AND SMALL WIRELESS FACILITY APPLICATIONS.

WHEREAS, through adoption of Resolution 08-05 the City Council established a comprehensive schedule of taxes, rates and fees for the City; and

WHEREAS, subsequently the comprehensive schedule of taxes, rates and fees has been amended to update taxes, rates and fees on an as needed basis; and

WHEREAS, the Fire Department has evaluated the fee that the department charges for Cardiopulmonary Resuscitation (CPR), First-Aid (FA) and Bloodborne Pathogens (BBP) classes and determined that an increase in the fee charge is necessary to capture costs; and

WHEREAS, the Fire Department has evaluated the fees for EMS transport services and determined that the City currently has no established rate for Ambulance Event Standby Fees and proposes adding this fee; and

WHEREAS, based upon a review of the City's 2019 revenue and expenditures for solid waste services the City Council has determined that due to increases in contractual cost and Pierce County tipping fees, overall rates for all solid waste service categories will need to increase by 2.5%; and

WHEREAS, based upon a review of the City's 2019 revenue and expenditures for the water system the City Council has determined that a range of adjustments is

needed to adequately fund operations and capital replacement. Adjustments for basic service will increase by 5.0% for all meter sizes and consumption rates for all usage tiers by 1.5%; and

WHEREAS, based upon a review of the City's 2019 revenue and expenditures for the stormwater utility the City Council has determined that a 5.0% increase in the rates for the stormwater utility is needed to adequately fund operations and capital replacement; and

WHEREAS, due to interest from outside telecommunication companies into installing new Small Wireless Facilities infrastructure in the City's public right-of-way, the City needs to establish news fees for processing applications for this construction activity; and

WHEREAS, the City Council desires to amend the adopted Taxes, Rates and Fees Schedule to adjust the fees and/or language for the aforementioned services,

NOW THEREFORE BE IT RESOLVED the City Council of the City of Buckley hereby repeals and replaces the "City of Buckley Taxes, Rates and Fee Schedule" adopted by Resolution No. 18-05 with Ex. A, attached hereto and incorporated by this reference as if set forth in full.

Introduced, passed and approved this 22nd day of January, 2019.

Pat Johnson, Mayor

ATTEST:

Treva Percival, City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

Posted:

CITY OF BUCKLEY

TAXES, RATES & FEES SCHEDULE (RES #19- : 29th Revision)

BMC SECTION	DESCRIPTION	TAX, RATE OR FEE
Title 1	<u>General</u>	
	General Penalties	
1.04.020	Gross Misdemeanor	Fine not to exceed \$5,000 or by confinement in jail for a term not to exceed 1 year or by both such fine and confinement
1.04.020	Misdemeanor	Fine not to exceed \$1,000 or by confinement in jail for a term not to exceed 90 days or by both such fine and confinement
1.04.020	Infraction	Civil infractions are punishable by a maximum penalty of \$250.00 not including statutory assessments.
1.12.140	Infraction	(a) Payment of a fine of not more than \$250.00 for each day of noncompliance; (b) Payment of court costs as defined by rule or statute; (c) Payment to the prevailing party of its reasonable attorneys' fees as allowed by RCW 7.80.140.
Title 2	<u>Administration</u>	
2.99.010	Buckley Community Hall Short Term Rentals	
	Entire Day Rental Fee (8am - 12am)	\$500.00
	Hourly charge (8am - 12am) (3 HR MIN/5 HR MAX)	\$50.00
	After Hours Rate (after 12am)	\$75/HR
	Utility Surcharge (Oct 15 through April 15)	\$25.00
	Building Deposit (to include Key Charge) wo/ alcohol served	\$350.00
	Refundable Amount (Subject to Terms of Rental Agreement)	\$350.00
	Building Deposit (to include Key Charge) w/ alcohol served	\$750.00
	Refundable Amount (Subject to Terms of Rental Agreement)	\$750.00
	Commercial kitchen only (Mon-Thurs)	
	Hourly Rate (per user - no minimum)	
	- resident	\$10.00
	- nonresident	\$25.00
	Daily rate (8 hours or more)	
	- resident	\$80.00
	- nonresident	\$200.00
	+ cleaning deposit (refundable)	\$50.00
	Long Term Rentals (Requires Rental Agreement)	
	Weekly Rate (Hours TBD)	\$500.00
	Monthly Rate (Hours TBD)	\$1,612.00
	Partial Periods	\$1.18/mo/sq ft of space used*
	Annual Rate (Hours TBD)	TBD
	*Note: Space used encompasses the entire area of any portion occupied in a room that is not considered as storage and/ or a closet. As an example, use of a small portion of a space (i.e. office, common area, meeting room, etc.) will constitute use of the entire area. Space used in storage area(s) or closet encompasses only the area used and/ or occupied in the room/ area. Use of kitchen and restroom facilities will be detailed in the Rental Agreement	
	Old Jail Facility Rental	
	Short Term Rentals	
	Entire Day Rental Fee (8am - 12am)	\$250.00
	Hourly charge (8am - 12am) (3 HR MIN/5 HR MAX)	\$50.00
	Note: Portions of the jail facility are not accessible to public uses due to sensitive and security concerns. Due to this the City requires that a designated officer be on-site at all times during use. In addition to the rental rate users will also be required to pay the actual cost for any staff required to be onsite during the rental period.	

Private/Public Program Fees**	
Youth Classes/Programs	TBA - Instructor Cost, supply cost, plus 20%*
Adult Classes/Programs	TBA - Instructor Cost, supply cost, plus 20%*
Family Classes/Programs	TBA - Instructor Cost, supply cost, plus 20%*
Drop In Classes	TBA - Drop In Rate plus 20%*

*Note: Contract Instructors - Any contract instructor charging for their services or classes is required to pay the City of Buckley 20% of all program enrollment fees he/she charges. The instructor is responsible for providing their own class supplies and needed materials.

2.99.020 Fee Waiver Subject to BHB Review

Title 3 Revenue and Finance

3.18 Administrative Fees

Pierce County Auditor Recording Cost

Copy charge - Per Page - 8 1/2 X 11, 8 1/2 X 14, and 11 X 17 paper sizes \$ 0.15/page
 Audio or Video Tapes \$10.00
 Computer Disks and/or USB Flash Drive \$10.00
 Oversized Plans, Aerial Photos, Drawings, and Maps (Black and White)

Color GIS Plotted Maps Cost
 Other Documents Cost
 Public Notice Cost
 Insufficient Funds - Returned Check Charge \$25.00

City Flag (Any Size) Cost + 20% Admin Charge

Concealed Pistol Permit

Original	\$48.00
Replacement	\$10.00
Renewal (up to 90 Days before)	\$32.00
Late Renewal (up to 90 days after)	\$42.00

Fingerprinting

One card	\$10.00
Two cards	\$15.00

Cardiopulmonary Resuscitation (CPR), First-Aid (FA) and Bloodborne Pathogens (BBP) classes

*Residents	Current	2019
First-Aid only	\$10.00	\$30.00
CPR only	\$10.00	\$30.00
BBP	\$10.00	\$20.00
Combo CPR & FA	\$15.00	\$30.00
Non-Residents		
First-Aid only	\$20.00	\$40.00
CPR only	\$20.00	\$40.00
BBP	\$20.00	\$40.00
Combo CPR & FA	\$35.00	\$40.00

* (includes individuals currently employed at a business located within the City of Buckley who are taking a community offered class as a requirement of their employment will be charged the Resident fee)

Ambulance Event Standby Fees (hourly rate charged portal-to-portal; overtime rate (x1.5) applies for each hour after twenty-four hours)

BLS Ambulance	\$112.60 per hour
ALS Ambulance	\$142.46 per hour

3.434.020 Ambulance Service Fees

Basic Life Support (BLS)	
Non-Emergency	
Per Patient Call	\$650.00

Plus mileage charge of \$17.25/loaded patient mile + mileage charge (left)

	Emergency Response Per Patient Call	\$725.00	
	Plus mileage charge of \$17.25/loaded patient mile		+ mileage charge (left)
	Advanced Life Support (ALS) Emergency Response Level 1 Per Patient Call	\$930.00	
	Plus mileage charge of \$17.25/loaded patient mile		+ mileage charge (left)
	Emergency Response Level 2 Per Patient Call	\$1,050.00	
	Plus mileage charge of \$17.25/loaded patient mile		+ mileage charge (left)
3.50.040	Impact fee for parks and recreation facilities. Single-family homes (includes duplexes) Multiple-family residential (Includes ADU's)	\$1,624.70 \$1,331.52	
3.50.050	Impact fee for the White River School District. Single-family homes (includes duplexes) Multiple-family residential (Includes ADU's)	\$0.00 \$0.00	
3.50.060	Impact fee for street facilities. Single-family homes (includes duplexes) Multiple-family residential (Includes ADU's) Commercial/Industrial	\$6,074.00 \$4,243.00	Per Comprehensive Plan Appendix E
Title 4	<u>Cemetery</u>		
4.20.020	Cemetery		
	Grave Sites		
	Regular Lots	Price	Endowment Fee
	Adult Size Lots	\$1,275	\$225
	Upright Monument Lots	\$2,550	\$450
	Child Size Lots	\$255	\$45
	Urn Lots		
	In-Ground Urn Lot	\$510	\$90
	Urn Garden Lots (The Ridge)		
	Dogwood Section (Single ground plot) In-Ground Urn Lot	\$765	\$135
	Alder, Birch & Cedar Sections (Double ground plot) In-Ground Urn Lot	\$1,190	\$210
	Bench Plots (Up to 4 Urns)* Space for Bench (Must add cost of bench)	\$1,318	\$233
			Total
			\$1,500
			\$3,000
			\$300
			\$600
			\$900
			\$1,400
			\$1,550
	* Note: Bench Plots are designated by the Cemetery Caretaker within the Ridge Area and require purchase of bench, foundation, and installation from the cemetery maker office. Each additional inurnment and inscription will be charged separately at current pricing at time of need.		
	Niche Wall Containers (Old Glory Niche Pavilion)		
	Niche (Top Row) Single Niche Space	\$1,530	\$270
	Niche (2nd & 3rd Rows) Single Niche Space	\$1,360	\$240
	Extended Land Use (each) **	50% of lot Price	15% of Extended Use
			Price + Fee

**Note: Cremated remains may be interred upon an existing single grave when the individual remains to be interred are related to the lot owner. Number of second right usages allowed to be interred on a single grave site shall be limited pursuant to BMC 4.20.060.

Title 6 Business License

6.04.055	Fee Wavier	Subject to 6.04.055
6.04.070	Temporary business license	\$50.00
New	Special Event License (3 day) *	
	0 - 15 Vendors	\$100.00
	16 - 30 Vendors	\$150.00
	31 Vendors and Above	\$250.00

*Note: In addition to the license fee listed above the special event applicant shall pay to the city all additional costs incurred by the city that are associated with the event, including security and law enforcement, traffic control, street closures, street & parking lot sweeping, garbage pickup, sani-cans, etc. Hourly rates for determining fee will be based on the rates listed in BMC 20.01.268 below.

Saturday Plateau Market License (Summer Season)

	- Fee without City utilities	\$25.00
	- Fee with City utilities	\$30.00
6.04.110	Business License	
	In-town business license	\$75.00
	Out-of-town business license	\$75.00
	Annual Renewal (Due in Conjunction with Renewal of State Business License)	\$50.00
	Penalty - Late Renewal (Imposed 30 days after Renewal Date)	\$100.00

6.50.070	Special Event Permit	See 6.04.070 above
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Title 8 Utilities

8.12.070 **Payment of fees**

The charges of refuse collection and disposal shall be compulsory. All charges and/or fees for refuse collection and disposal are due and payable at the office of the city administrator by the fifteenth of every month (due date). If payment is not received within five (5) days of the due date, the account shall become delinquent. On or about the first of every month a notice shall be sent to the customer noting the balance due, including any penalties and interest. After the city sends a notice of delinquency on the account, the customer must pay any delinquent amounts within 15 days or unpaid amounts shall become a lien against the property as authorized under RCW 35.21.130. Any account that has been deemed delinquent shall be assessed a late penalty of 5 percent of the delinquent amount.

8.12.080 **Garbage Rates (per month)**

Cans-	2018	2019
10 Gallon Cart	\$19.96	\$20.46
20 Gallon Cart	\$25.34	\$25.97
32 Gallon Cart	\$30.22	\$30.97
64 Gallon Cart	\$52.88	\$54.20
96 Gallon Cart	\$83.10	\$85.17
One can 50' maximum walk-in	\$32.55	\$33.37
Two cans 50' maximum walk-in	\$57.04	\$58.46
Each additional 50' maximum can walk-in	\$25.77	\$26.42
Extra garbage tag	\$7.40	\$7.59

Commercial Container Service-

1 yard once a week	\$127.83	\$131.02
1 yard twice a week	\$279.26	\$286.25
1-1/2 yards once a week	\$171.58	\$175.87
1-1/2 yards twice a week	\$353.00	\$361.82
2 yards once a week	\$223.65	\$229.24
2 yards twice a week	\$461.52	\$473.05
2 yard three times a week	\$0.00	\$702.46
4 yards once a week	\$452.95	\$464.27
4 yards twice a week	\$925.22	\$948.35
4 yard three times a week	\$1,373.90	\$1,408.25
6 yards once a week	\$627.90	\$643.60
6 yards twice a week	\$1,291.68	\$1,323.97

6 yard three times a week	\$1,955.12	\$2,004.00
4 yard compactor (customer owned)	\$1,797.37	\$1,842.30
1 yard extra pickup on regular route	\$35.87	\$36.77
1-1/2 yards extra pickup on regular route	\$46.36	\$47.52
2 yards extra pickup on regular route	\$60.66	\$62.17
4 yards extra pickup on regular route	\$117.07	\$120.00
6 yards extra pickup on regular route	\$172.83	\$177.15
Special Services-		
Special pickup (minimum one hour)	\$116.50	\$119.41
Plus tipping fee of \$164.34 per ton		
	+ Tipping Fee (Left)	
Bulk pickup (minimum one yard)	\$33.94	\$34.79
Connect/reconnect fee on customer - Owned compactors	\$21.37	\$21.90
Yard Waste - One 90-gallon toter	\$10.31	\$10.57
Re-delivery fee toter	\$30.91	\$31.69
Multi-Family Recycling -		
90-gallon cart	\$13.01	\$13.34
2 yd once a week	\$57.69	\$59.13

Title 9 Animals

9.10.080 **Licenses**

Unaltered - not sterilized, spayed or neutered - dogs or miniature pigs	\$30.00 per year; seniors age 60 and older, \$15.00 per year.
Altered - Sterilized, spayed or neutered - dogs or miniature pigs	\$20.00 per year; seniors age 60 and older, \$10.00 per year.
Identification Tags "only"	\$15.00; seniors age 60 and older, \$10.00.
Replacement of metal tags	\$5.00
Exemption from Fee	Guide or Service Dogs

9.30.025 **Impoundment: Redemption Fees**

Daily Maintenance Fee	\$12.00/day
Redemption Fee	
First Impound of Animal	\$50.00
Second Impound of Animal	\$75.00
Third or Greater Impound of Animal	\$100.00
Total Fee consists of both Redemption and Daily Maintenance Fee	

9.25.030 Kennel License	\$50.00
Annual Renewal Fee	\$50.00

Title 10 Public Peace Safety & Morals

10.84.295 Parks and Recreation Department Fees

Facility Rental Fees

Multi-Purpose Center	
Hourly Rate (2 hour minimum)	
- resident	\$30.00
- nonresident	\$35.00
Daily rate (8 hours or more)	
- resident	\$240.00
- nonresident	\$280.00
+ cleaning fee (non-refundable)	\$25.00
+ damage deposit	\$200.00
Commercial kitchen only (Mon-Fri)	
Hourly Rate (per user - no minimum)	
- resident	\$10.00
- nonresident	\$25.00
Daily rate (8 hours or more)	
- resident	\$80.00
- nonresident	\$200.00
+ cleaning deposit (refundable)	\$50.00

Youth Activities Center

Short Term Rentals

Hourly Rate (2 hour minimum)	
- resident	\$50.00
- nonresident	\$55.00
Daily rate (8 hours or more)	
- resident	\$300.00
- nonresident	\$340.00
+ cleaning fee (non-refundable)	\$25.00
+ damage deposit	\$200.00
Party Rental (90 min. hosted party)	
- resident	\$100.00
- nonresident	\$110.00
Additional 30 min. Rate	\$12.50
+ cleaning fee (non-refundable)	\$25.00

Long Term Rentals (Requires Rental Agreement)

Weekly Rate (Mon-Fri 8-2)	\$500.00
Monthly Rate (Mon-Fri 8-2)	\$1,612.00
Partial Periods	\$1.18/mo/sq ft of space used*
Annual Rate (Mon-Fri 8-5)	TBD

*Note: Space used encompasses the entire area of any portion occupied in a room that is not considered as storage and/or a closet. As an example, use of a small portion of a space (i.e. office, common area, meeting room, etc.) will constitute use of the entire area. Space used in storage area(s) or closet encompasses only the area used and/or occupied in the room/area. Use of kitchen and restroom facilities will be detailed in the Rental Agreement

Recreation Program Fees**

Youth Classes/Programs	TBA - Instructor Cost, supply cost, plus 20%*
Adult Classes/Programs	TBA - Instructor Cost, supply cost, plus 20%*
Family Classes/Programs	TBA - Instructor Cost, supply cost, plus 20%*
Drop In Classes	TBA - Drop In Rate plus 20%*

*Note: **Contract Instructors** - Any contract instructor charging for their services or classes is required to pay the City of Buckley 20% of all program enrollment fees he/she charges. The instructor is responsible for providing their own class supplies and needed materials.

**Note: In addition to class and program fees listed above, anyone desiring to participate in programs and/or classes offered through the Youth Center must be a active member of the Youth Center and ensure that all membership fees and/or charges have been paid.

Veteran's Monument Commemorative Bricks*	\$50.00
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*Note: Price includes 3 lines of text up to 16 characters per line.

10.90.030	Recovery Costs for Emergency Response	Washington State Association of Fire Chiefs (WSAFC) Rate Schedule
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Title 11 Traffic Code

11.48.040	RV Trailer Use Permit (14 days)	\$25.00
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Title 12 Environment

12.04.350	(A) Threshold Determination.	Intake Fee \$70.00	Deposit Fee \$375.00
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*Note: The total fee for which the applicant is responsible shall be the amount of the actual costs incurred by the city during the threshold determination process (see BMC 20.01.268)

The services described in subsections (a) through (c) of this section shall include those rendered with respect to both an initial checklist and any revised one which includes mitigating measures. The total fee calculated in subsections (a) through (c) of this section and charged to the applicant shall be reduced by the amount of the previously paid \$375.00 deposit fee. Prior to issuance of the city's threshold determination, the applicant shall remit to the city the amount of the city's actual costs, if any, which exceeds the \$375.00 deposit fee. If the fee exceeds the city's actual costs, the city shall promptly refund the balance to the applicant.

(B) Declaration of Significance and Environmental Impact Statement (EIS): in addition to the amount collected for the threshold determination the applicant shall pay the amount from Table 12.04 below:

Table 12.04

Project Valuation

Fee

\$0 to \$10,000,000	\$4,436 for the first \$1,000,000 plus \$1.88/\$1,000 or fraction thereof for all over \$1,000,000
\$10,000,001 to \$20,000,000	\$21,356 for the first \$10,000,000 plus \$1.63/\$1,000 or fraction thereof for all over \$10,000,000
\$20,000,001 to \$30,000,000	\$37,656 for the first \$20,000,000 plus \$1.40/\$1,000 or fraction thereof for all over \$20,000,000
\$30,000,001 to \$40,000,000	\$51,656 for the first \$30,000,000 plus \$1.22/\$1,000 or fraction thereof for all over \$30,000,000
\$40,000,001 to \$50,000,000	\$63,856 for the first \$40,000,000 plus \$0.98/\$1,000 or fraction thereof for all over \$40,000,000
\$50,000,001 to \$75,000,000	\$73,656 for the first \$50,000,000 plus \$0.71/\$1,000 or fraction thereof for all over \$50,000,000
\$75,000,001 to 100,000,000	\$91,406 for the first \$75,000,000 plus \$0.50/\$1,000 or fraction thereof for all over \$75,000,000
\$100,000,001 and over	\$103,906

Fifty percent of the fees shall be collected prior to the initiation of scoping, and the remaining 50 percent shall be collected prior to distribution of the draft environmental impact statement. Alternatively, the planning director may determine that the city will contract directly with a consultant, for preparation of an EIS or a portion of an EIS, for activities initiated by some persons or entity other than the city and may bill such costs and expenses directly to the applicant. The city may require the applicant to post bond or otherwise ensure payment of such costs in a manner satisfactory to the city, prior to any work being commenced upon the EIS.

(C) If a proposal is modified so that an EIS is no longer required or the proposal is withdrawn or canceled, the applicant shall remain responsible for payment of the city's actual costs incurred prior to its receipt or a written cancellation or withdrawal notification.

12.08.050	Critical Areas Permit	Intake Fee	Deposit Fee
	- No Critical Areas Present	\$70.00	
	- Critical Areas Present, but No Impact - Waiver	\$70.00	\$125.00
	- Critical Areas May Be Affected by Proposal	\$70.00	\$425.00
	*Note: The total fee for which the applicant is responsible shall be the amount of the actual costs incurred by the city during the critical areas review process (see BMC 20.01.268)		
Title 13	<u>Streets & Sidewalks</u>	Intake Fee	Deposit Fee
13.25.040	Street Vacation Petition	\$70.00	\$250.00
	*Note: The total fee for which the applicant is responsible shall be the amount of the actual costs incurred by the city during the review process (see BMC 20.01.268)		
13.35	Franchise Application Deposit	\$0.00	\$2,500.00
	*Note: The total fee for which the applicant is responsible shall be the amount of the actual costs incurred by the city during the review process (see BMC 20.01.268)		
13.35.120	Right-of-way Use Permit Fees		
	Type A: Short-Term Use Permit.		
	- Regular	\$50.00	
	- Additional*	*See Note	
	*Note: Use of portions of right-of-way for special events such as those listed in BMC 13.35.080 (A)(3) may be assessed additional charges for City services and equipment including but not limited to overtime incurred by city personnel, the use of police officers and public works employees for traffic and crowd control, pickup and delivery of traffic control devices, picnic tables, extraordinary street sweeping, and any other needed, requested or required city service and the cost of operating city equipment to provide such services.		
	Type B: Disturbance of Right-of-Way Permit		
	Minor - Application Fee (nonrefundable base fee)*	\$100.00	
	Major - Application Fee (nonrefundable base fee)*	\$500.00	
	*Note: The permit applicant shall pay to the city all costs incurred by the City that are associated with processing the proposals and/or permits, including consultant costs. City and consultant reimbursables include, but are not limited to staff time for application review, assessment, engineering, plan review, inspections, traffic control, legal, secretarial, administrative costs, cost of publications, and other city processing costs; provided, however, that no charge will apply for one preapplication meeting. City will notify the applicant, in writing, of the applicability of hourly charges for further consultation on a project after the pre-application meeting.		
	- Repair and Replacement Charges.	*See Note	
	*Note: If the City should incur any costs in repairing or replacing any property as the result of the permittee's actions, the costs of repair and replacement will be charged to the permittee. These charges will be for the actual costs to the City.		
	Type C: Long-Term Use Permit		
	- Application Fee (nonrefundable base fee)*	\$250.00	

- Use Fee. A use fee will be established which incorporates the value of the land used and the length of the use.

Type D: Franchised Utility Routine Maintenance Permit - Regular \$250.00

Fee Waiver or Exemption Subject to BMC 13.35.120 and Administrator Review and Approval

Title 14 Water & Sewers

14.04.080 Waterline Connection \$840.00/connection *
 * or the actual cost of labor and material expended as required in making the connection, whichever is greater.
 Inspection Fee Cost (see 20.01.268)
 Water Meter, Setter and Vault Fee Cost of Components

14.04.130 Water rates and charges
 A. 1. For the base (minimum) service, including water usage from zero to 200 cubic feet per month according to meter size and location within the corporate limits of the city:

Meter Size	2017	2018	2019
	Within City	Within City	Within City
Up to 3/4"	\$21.84	\$22.93	\$24.42
1"	\$27.69	\$29.07	\$30.96
1-1/2"	\$39.79	\$41.78	\$44.50
2"	\$59.80	\$62.79	\$66.87
3"	\$88.79	\$93.23	\$99.29
4"	\$144.03	\$151.23	\$161.06
6"	\$277.84	\$291.73	\$310.69
8"	\$680.70	\$714.74	\$761.19
10"	\$1,668.00	\$1,751.40	\$1,865.24
12"	\$4,086.00	\$4,290.30	\$4,569.17

2. Users outside the city limits shall pay the monthly charges set forth in subsections A(1) and B(1) of this section plus a surcharge of 20 percent of the total charge.

B. 1. For usage above 200 cubic feet, the following rates are imposed for each 100 cubic feet of usage according to location within or without the corporate limits of the city:

The consumption charge per 100 cubic feet (CCF), or any part thereof used, shall be as follows:

Effective Beginning	1/1/2017	1/1/2018	1/1/2019
			1.50%
Winter			
Single-family & Multifamily	2 - 7 CCF	2.03	2.06
	7.01 - 15 CCF	2.43	2.47
	Over 15 CCF	2.90	2.94
Commercial/Industrial	2.13	2.16	2.19
Schools	2.01	2.04	2.07
Winter rates will be reflected on bills covering October 1st through May 31st			
Summer			
Single-family & Multifamily	2 - 7 CCF	2.03	2.06
	7.01 - 15 CCF	2.69	2.73
	Over 15 CCF	3.51	3.56
Commercial/Industrial	2.13	2.16	2.19
Schools	2.13	2.16	2.19

Summer rates will be reflected on bills covering June 1st through September 30th

C. Multiple Residential Units.

1. The water availability charge for a connection serving multiple residential units shall be the availability charge set forth above, multiplied by the number of dwelling units connected to the meter, as follows:
 a) Each duplex unit will be billed as though separately connected to the water main, based on 3/4" meter rates.
 b) In the case of apartment/trailer courts having one meter, each unit will be billed as though separately connected to

the water main, occupied or not, based on 3/4" meter rates.

c) In the case of building lots which have been granted a use permit to allow more than one dwelling on one service meter, each dwelling unit will be billed as though separately connected to the water main, based on 3/4" meter rates.
 2. There shall be only one water meter for each building housing multiple residential units.

D. Multiple Commercial and Industrial Buildings. Where all commercial or industrial buildings connected to a single service are used in the same business under single management, billing shall be made as for a single building.

E. Special Use Charge. Special purpose use of water from fire hydrants or stand pipes shall be \$50.00 plus \$2.33 per 100 cubic feet for all water used inside the city limits and \$60.00 plus \$2.79 for all water used outside the city limits.

F. In the event a customer is not connected to a meter service, or a meter has broken, become out-of-order or fails to accurately meter actual water usage, the customer shall be charged the base or minimum charge, together with an estimated charge for the water used at the premises, based upon the average usage for the corresponding month of the preceding year, averaged over a three-month period including the preceding and following month. In the event there is no prior history for the preceding year, the charge shall be based upon the average water usage for the month for all customers of the municipal water supply system in the same service class.

14.04.150 Shut-Off/Dispatch Fee \$25.00/Water
 Payment of Fees

All charges and/or fees for water service are due and payable at the office of the city administrator by the fifteenth of every month (due date). If payment is not received within five (5) days of the due date, the account shall become delinquent. On or about the first of every month a notice shall be sent to the customer noting the balance due, including any penalties and interest. After the city sends a notice of delinquency on the account, the customer must pay any delinquent amounts within 15 days or services may be disconnected. Any water service account that has been deemed delinquent shall be assessed a late penalty of 5 percent of the delinquent amount. The utility billing clerk shall, not later than the fifteenth day of each following month, furnish to the public works director a list of all meters in which water service accounts are delinquent.

After water service accounts become delinquent, the public works director shall cause to be shut off the service to the premises affected by such delinquency, and the water service shall not be turned on again until all, or if less, at least four months of delinquent charges, interest and fees, including a fee established by resolution of the city council for the cost of issuing the shut-off notice and dispatching the city crew, is paid in full to the city administrator's office.

14.04.320 Water System - General Facility **2018**
 For each single-family residence \$6,500.00
 For each multi-family and/or accessory dwelling \$4,875.00
 For all other uses \$6,500/each equivalent residential unit

*Each "equivalent residential unit" means 265 gallons per day; provided, that every use shall be assumed to be at least one equivalent residential use. Gallons per day for any use shall be established by reference to the city of Buckley sewer flow factors - BMC 14.10.016(2), Table 14.10.016. The general facility charges for the water system identified in this section will be automatically increased each year on January 1st, compared to the prior year, by the percentage reflected in the Seattle ENR Construction Cost Index (CCI).

145.05.060 Standard Charges For Backflow Prevention Services Performed by the City shall be:
 Initial inspection of backflow prevention assemblies..... No Charge

 Re-inspection of backflow prevention assemblies not installed as required by the City.....\$50.00 for the first assembly and \$25.00 for each additional assembly at the same address and on the same date.

 Mailing reminder notices to customers that have not provided acceptable proof of the annual testing of backflow prevention assemblies\$35.00 for each additional notice mailed for each month past due.

 Mailing reminder notices to customers who did not install backflow prevention assemblies as required by the City.....\$35.00 for each additional notice mailed

14.06.150 Sewer-
 Residential building sewer permit \$70.00
 Commercial building sewer permit \$70.00
 Industrial building sewer permit \$100.00

14.08.030 (A) Sewer Connection Charge \$873.70/connection*
 * or the actual cost of labor and material expended as required in making the connection, whichever is greater.
 Inspection Fee Cost (see 20.01.268)

(B) Rates Designated **2018**
 For a single-family residence \$77.99/month

for multi-family and/or accessory residences	\$65.89 per unit, per month
For mobile homes	\$77.99/month
Non-System Sewage Disposal	\$275.66/105 cubic feet
Commercial users	\$77.99/900 cubic feet +\$3.05/100 cubic feet excess

(C) Users outside the city limits shall pay the monthly charges set forth in subsections A and B of this section plus a surcharge of 20 percent of the total charge.

14.08.040 Payment of Fees

All charges and/or fees for sanitary sewage disposal services are due and payable at the office of the city administrator by the fifteenth of every month (due date). If payment is not received within five (5) days of the due date, the account shall become delinquent. On or about the first of every month a notice shall be sent to the customer noting the balance due, including any penalties and interest. After the city sends a notice of delinquency on the account, the customer must pay any delinquent amounts within 15 days or service may be disconnected. Any sanitary sewage disposal service account that has been deemed delinquent shall be assessed a late penalty of 5 percent of the delinquent amount. The utility billing clerk shall, not later than the fifteenth day of each following month, furnish to the public works director a list of all sanitary sewage disposal service accounts that are delinquent.

After sanitary sewage disposal service accounts become delinquent, the public works director shall cause to be shut off water service to the premises affected by such delinquency and the water service shall not be turned on again until all, or if less, at least 12 months of delinquent charges and fees, including a fee established by resolution of the city council for the cost of issuing the shut-off notice and dispatching the city crew, shall be paid in full to the city administrator's office.

14.10.016 Sanitary Sewer- General Facility Charge	2018
For each single-family residence	\$8,100.62
For each multi-family and/or accessory dwelling	\$6,074.65
For all other uses	\$8,100.62/ each ERU*

*Each equivalent residential unit means 265 gallons per day; provided, that every use shall be assumed to be at least one equivalent residential use. Gallons per day for any use shall be established by reference to the city of Buckley sewer flow factors - Table 14.10.016. The general facility charges for the sanitary sewer system identified in this section will be automatically increased each year on January 1st, compared to the prior year, by the percentage reflected in the Seattle ENR Construction Cost Index (CCI).

Intake Fee

14.14.050 Utility Latecomer's Agreements	\$500 Nonrefundable *Plus 5% of Amount Proposed for Collection
14.14.070 Latecomer - Administrative fees and recording costs.	
14.16.020 Low-Income Utility Discount Rates- Per BMC 14.16.020	

14.28.110 Storm Sewer Connection-	\$ 565 /connection*
* or the actual time and materials cost to connect the storm sewer, whichever is greater	
Inspection Fee	Cost (see 20.01.268)

14.28.120 Storm Sewer Monthly Service Charge	2018	2019
Single-family residence	\$22.64/residence/ month.	\$23.77/residence/ month.
Multi-family and/or Accessory residences	\$14.94/residence/ month.	\$15.69/residence/ month.
Other	\$22.64/ESU*/ month.	\$23.77/ESU*/ month.

*ESU for Storm Sewer calculation is defined to mean 8,000 square feet of impervious surface area or 1 SFR

14.28.125 Alternative commercial service charge.	
Commercial developed parcels	\$22.64/business/month plus \$22.64 for parking whether on-site or off-site
	\$23.77/business/ month plus \$23.77 for parking whether on-site or off-site

14.28.140 Surface water management utility general facilities charges-	2018
Single-family residence	\$7,577.89
Service unit	\$7,577.89/ESU*

*ESU for Storm Sewer calculation is defined to mean 8,000 square feet of impervious surface area or 1 SFR

The general facility charges for surface water management identified in this section will be automatically increased each year on January 1st, compared to the prior year, by the percentage reflected in the Seattle ENR Construction Cost Index (CCI).

14.28.155 Payment of Fees

All surface water management utility service charges are due and payable at the office of the city administrator by the fifteenth of every month (due date). If payment is not received within five (5) days of the due date, the account shall become delinquent. On or about the first of every month a notice shall be sent to the customer noting the balance due, including any penalties and interest. After the city sends a notice of delinquency on the account, the customer must pay any delinquent amounts within 15 days. Any surface water management utility service account that has been deemed delinquent shall be assessed a late penalty of 5 percent of the delinquent amount.

Pursuant to RCW 35.67.200, et seq., the city shall have a lien for delinquent and unpaid stormwater sewer charges. A sewer lien shall be effective for a total not to exceed one year's delinquent service charges without the necessity of any writing or recording of the lien with the county auditor. Enforcement and foreclosure of any sewer lien shall be in the manner provided by state law. Interest on the unpaid balance shall be eight percent per annum or higher rate as authorized by law.

Title 16 Building and Construction

16.01.050	Land Disturbing Permit		
	<500 Cubic Yards (Lifetime Total)	\$50.00 (nonrefundable fee), plus actual cost of reviewing and processing (see BMC 20.01.268)	
	>500 Cubic Yards * plus SEPA Review	\$250.00 (nonrefundable fee), plus actual cost of reviewing and processing (see BMC 20.01.268) BMC 12.04.350	
	*Note: The total fee for which the applicant is responsible shall be the amount of the actual costs incurred by the city during the land disturbing permit review process (see BMC 20.01.268)		
16.06.020	Building Permit Fees		Per BMC 16.06.020
	** Established fees include the original review, permit, and related inspection(s) performed by the Building Department. This fee is based on one inspection and one re-inspection to verify compliance. Additional inspections for the same inspection type will be charged in accordance with the following:		
	Re-inspection	\$70.00	
	3rd and subsequent re-inspections	\$100.00 per inspection	
	Building Code Appeals		Per BMC 20.01
16.10.010	Temporary Dwelling Permit Fees		Per BMC 16.10.010
16.24.035	Fire Code Fees		Per BMC 16.24.035
	<u>Automatic Fire Sprinkler Systems **</u>		
	New System Installation		
	NFPA 13 System	\$325 per riser plus \$3.25 per sprinkler head	
	NFPA 13D System	\$95 per living unit	
	NFPA 13R System	\$300 per system up to 25 sprinkler heads and then add \$3.25 per sprinkler head for >25 sprinkler heads; plus \$60 per hose outlet	
	Existing System Modifications		
	NFPA 13 System	\$95 up to 6 sprinkler heads plus \$3.25 per sprinkler head >6 heads	
	NFPA 13D System	\$50 up to 6 sprinkler heads plus \$3.25 per sprinkler head >6 heads	
	NFPA 13R System	\$95 up to 6 sprinkler heads plus \$3.25 per sprinkler head >6 heads	
	<u>Automatic Fire Alarm Systems **</u>		
	New System Installation		
		\$112.50 plus \$2.25 per device ("device" includes each initiating and signaling appliance).	
	Existing System Modifications		
		\$65 up to 10 devices plus \$2.25 per device >10 devices	
	<u>Other Fire Protection Systems and Components **</u>		
	Commercial Cooking Hood & Duct Suppression System		
		\$195 - new installation (per system)	
		\$45 - modifications to an existing approved system	

Fire Pumps	\$425 - per pump
Standpipe System	\$350 - for up to 6 outlets plus \$60 per outlet >6
Private underground fire service main	\$140 - new installation up to 100 lineal ft. plus \$0.50 per ft. >100 lineal ft.
Private fire hydrant	\$85 - per fire hydrant
Smoke Control Systems	\$85 - per shaft or plenum
Pre-Engineered Fire Protection Systems	\$195 - new installation (per system) \$45 - modifications to an existing approved system
Underground Storage Tank Decommission or Removal	\$95 - 500 gallons or less \$125 - 501 - 1,000 gallons \$225 - 1,001 - 3,000 gallons \$275 - >3,000 gallons
Above ground fuel storage tank	\$125 - 1,000 gallons or less \$150 - 1,001 - 2,000 gallons \$200 - >2,000 gallons
Underground fuel storage tank	\$175 - 1,000 gallons or less plus \$65 per dispensing station \$250 - 1,001 - 2,000 gallons plus \$65 per dispensing station \$300 - >2,000 gallons plus \$65 per dispensing station
LP-Gas tank when installed for use as a dispensing station	\$175 - 1,000 gallons or less plus \$65 per dispensing station \$250 - 1,001 - 2,000 gallons plus \$65 per dispensing station \$300 - >2,000 gallons plus \$65 per dispensing station
Electronic Access Gates	\$75 - per gate
Retail Fireworks Stand Permit (per year per stand)	\$100 - "For Profit" seller \$25 - "Non-Profit" seller (must be verified)
Pyrotechnic Fireworks Display	\$125 - per event
Marijuana Extraction System	\$350 - per system

** Established fees include the original review, permit, and related inspection(s) performed by the Fire Department. This fee is based on one inspection and one re-inspection to verify compliance. Additional inspections for the same inspection type will be charged in accordance with the following:

2nd re-inspection	\$100.00
3rd and subsequent re-inspections	\$250.00 per inspection

** One submittal will be processed under the initial permit, review and inspection fees. An hourly rate of \$70 per hour will be charged for additional review time for revisions that have already been plan reviewed, with a minimum one-hour charge.

Commercial Occupancy Annual Fire Safety Inspections

- Initial Inspection	No Charge
- First re-inspection	No Charge
- Second re-inspection	No Charge
- Third re-inspection	\$50.00
- Fourth and subsequent re-inspections	\$100.00

16.24.040	Fire Code Appeals	Per BMC 20.01
16.40	Manufactured Home Installation Fees	
16.40.040	Installation Permit	Per BMC 16.06.020(23)

16.40.040	Inspection Fees		Per BMC 16.40.050
16.80.040	Canopy Permit Fee		Per BMC 16.80.040

Title 17 Design and Construction Standards

17.08.010	Variance from Public Works Standards	Intake Fee	
	Minor	\$70.00	
	Major	\$250.00	

*Note: The total fee for which the applicant is responsible shall be the amount of the actual costs incurred by the city during the variance review and approval process (see BMC 20.01.268).

Title 18 Subdivisions

		Intake Fee	Deposit Fee
18.37.010	Subdivision		
	Preliminary Subdivision	\$70.00	\$2,500 + \$150.00/ acre
	Final Subdivision	\$70.00	\$1,500
	Short subdivision	\$70.00	\$1000 + \$150.00/ acre
	Lot line Adjustment	\$70.00	\$475.00
	Binding Site Plan or Subdivision Amendment	\$70.00	\$1,500.00
	Pre-application Meeting Fee		See Title 20 Fees

*Note: The total fee for which the applicant is responsible shall be the amount of the actual costs incurred by the city during the subdivision, short subdivision, lot line adjustment or amendment review and approval process (to include construction of improvements and inspection) (see BMC 20.01.268)

Title 19 Zoning

19.25A	Small Wireless Facilities	Intake Fee	Deposit Fee*
	Single up-front application (includes up to five small wireless facilities) - each additional small wireless facility beyond five	\$50.00	\$500.00 \$100.00
	New pole (not a collocation) intended to support one or more small wireless facilities	\$50.00	\$1,000.00

*Note: The total fee for which the applicant is responsible shall be the amount of the actual costs incurred by the city during the review process (see BMC 20.01.268)

19.54.010 See BMC 20.01.270

Title 20 Administration of Land Use and Zoning Applications and Development Regulations

20.01.260	Land Use Decision Appeals	Intake Fee	Deposit Fee
	Appeal Fee	\$300.00	plus Cost

20.01.262	Land Use and Permit Fees		
	Shoreline conditional use permit	\$70.00	\$500.00
	Shoreline revision	\$70.00	\$300.00
	Shoreline substantial development permit	\$70.00	\$750.00
	Shoreline variance	\$70.00	\$500.00
	Shoreline substantial development exemption letter	\$70.00	
	When Wetland Analysis is required in connection with any application authorized under Title 19		
	-Added to the standard application fee	\$220.00	
	-In conjunction with EIS	\$440.00	
	Variance		
	Fence Variance	\$70.00	\$125.00
	Public Hearing/Individual Single-Family Residential	\$70.00	\$500.00
	Public Hearing/Other	\$70.00	\$1,000.00
	Conditional Use		

Hearing Examiner/Single-Family Residential	\$70.00		\$500.00
Hearing Examiner/Other	\$70.00		\$1,000.00
Site plan review, including RV Parks			
< 1 acre	\$70.00		\$750.00
> 1 acre	\$70.00		\$1,750.00
Type B home occupation permit	\$70.00		\$250.00
Sign Permits			
Home Occupation	\$35.00		
Commercial/Industrial	\$70.00		plus Cost
Sign Recovery Fee	\$70.00		
Comprehensive Plan Amendment	\$1,200.00		
Zoning Code Ordinance Amendments			
Text	\$70.00		\$700.00
Rezone	\$70.00		\$1,775 + \$100.00/acre
Annexation Petition		\$1,200	
Design Review Fee			
Minor		\$25	
Major	\$210.00		plus Cost
Notice of Proposed Land Use Action Sign	\$50.00		
Residential Cluster Development	\$70.00		\$1000 + \$150.00/acre
Cottage Housing Development	\$70.00		\$1000 + \$150.00/acre
Pre-application Meeting Fee			
Consultation With City Planner		No Charge	
Pre-Application Meeting with no more than 3 City Staff are in attendance.		\$210.00	
Pre-Application Meeting where 3 or more City Staff are in attendance (Types A-2 and C-2 Development Permits)		\$500.00	
Development Agreements		\$500.00	
Nonconforming Use Determination		\$250.00	
Director's Code Interpretation		\$100.00	

20.01.268

Costs incurred by the city

The land use and/or permit applicant shall pay to the city all costs incurred by the city that are associated with processing the land use proposals and/or permits, including consultant costs. City and consultant reimbursables include, but are not limited to staff time for application review, assessment, engineering, inspections, legal, secretarial, administrative costs, cost of publications, and other city processing costs; provided, however, that no charge will apply for one preapplication meeting. City will notify the applicant, in writing, of the applicability of hourly charges for further consultation on a project after the pre-application meeting.

20.01.268

	Hourly Rates for Billing
Review rates and costs.	
City Administrator	\$85.00
Finance Director	\$70.00
City Clerk	\$60.00
Building Official	\$70.00
Fire Marshall/Chief	\$75.00
Assistant Fire Chief	\$65.00
Public Works Director	\$70.00
Utilities Superintendent	\$70.00
Public Works Supervisor*	\$60.00
WWTP Supervisor*	\$55.00
City Planner	\$70.00
Associate Planner	\$60.00
Building Inspector	\$60.00
Permit Coordinator*	\$50.00
Administrative Assistant*	\$40.00
Police Chief	\$75.00
Assistant Police Chief	\$65.00
Police Sergeant*	\$60.00
Police Patrol*	\$55.00
Community Services Officer	\$50.00
Public Works Utility Systems Tech*	\$55.00
Public Works Utility*	\$50.00

City Engineer	per contract
City Attorney	per contract
Consultants	per contract
Mailing(s)	actual cost
Other	actual cost

*Note: Overtime rates for all covered employees will be calculated at 1.5 times the listed rate with a 2-hour minimum charge.

CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Final Acceptance – WWTP Non-Potable Water System Improvements	Agenda Date: January 22, 2019 AB19-013		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		X
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		X
Attachments: Notice of Completion – WWTP Non-Potable Water System Improvements			
<p>SUMMARY STATEMENT: Staff is requesting and recommending that the City Council grant final acceptance of the WWTP Non-Potable Water System Improvements Project. Pursuant to the engineer’s certification, the project has been constructed in conformity to the approved plans and specification.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None.			
RECOMMENDED ACTION: MOVE to Approve Final Acceptance of the WWTP Non-Potable Water System Improvements Project.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
1/22/2019			



Original
 Revised # _____

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Date: October 30, 2018

Contractor's UBI Number: 600149378

Name & Mailing Address of Public Agency
RL Alia Company 107 Williams Ave S. Renton, WA 98057 UBI Number: 600149378

Department Use Only
Assigned to: _____
Date Assigned: _____

Notice is hereby given relative to the completion of contract or project described below

Project Name WWTP Non-Potable Water System Improvements	Contract Number 17230.00	Job Order Contracting <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Description of Work Done/Include Jobsite Address(es) Installation of buried flow meter vault, replacement of existing pump motors and installation of VFD motor starters, installation of additional pressure transducer, and associated electrical work. 600 Hatch Street, Buckley, WA, 98321		
Federally funded transportation project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if yes, provide Contract Bond Statement below)		
Contractor's Name RL Alia Company	E-mail Address dpank@ralia.com	Affidavit ID*
Contractor Address 107 Williams Ave S., Renton, WA, 98057	Telephone # (425) 226-8100	
If Retainage is not withheld, please select one of the following and List Surety's Name & Bond Number. <input type="checkbox"/> Retainage Bond <input type="checkbox"/> Contract/Payment bond (valid for federally funded transportation projects)		
Name: _____		Bond Number: _____
Date Contract Awarded 8/9/2017	Date Work Commenced 3/5/2018	Date Work Completed 10/15/2018
		Date Work Accepted 10/30/2018
Were Subcontractors used on this project? If so, please complete Addendum A.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Affidavit ID* - No L&I release will be granted until all affidavits are listed.		

Contract Amount	\$ 219,000.00	
Additions (+)	\$ 2,500.00	Liquidated Damages \$ 0.00
Reductions (-)	\$ 3,000.00	Amount Disbursed \$ 224,836.50
Sub-Total	\$ 218,500.00	Amount Retained \$ 10,925.00
Amount of Sales Tax <u>7.9</u>	\$ 17261.50	
(If various rates apply, please send a breakdown)	TOTAL \$ 235,761.50	TOTAL \$ 235,761.50

NOTE: These two totals must be equal

Comments: N/A

Note: The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.
 NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.
Submitting Form: Please submit the completed form by email to all three agencies below.

Contact Name: Chris Banks
 Email Address: cbanks@cityofbuckley.com

Title: Utility Superintendent
 Phone Number: (360) 761-7884



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Final Acceptance – River Avenue Improvements	Agenda Date: January 22, 2019		AB19-014
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		X
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		X
Attachments: Notice of Completion – River Avenue Project			
<p>SUMMARY STATEMENT: Staff is requesting and recommending that the City Council grant final acceptance to the River Avenue Improvement Project. Pursuant to the engineer’s certification, the project has been constructed in conformity to the approved plans and specification.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: MOVE to Approve Final Acceptance of the River Avenue Improvement Project			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	



Original
 Revised # _____

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Date: _____ Contractor's UBI Number: 601915034

Name & Mailing Address of Public Agency
City of Buckley 933 Main Street Buckley, WA 98321 UBI Number:

Department Use Only
Assigned to: _____
Date Assigned: _____

Notice is hereby given relative to the completion of contract or project described below

Project Name River Avenue Improvements	Contract Number 6-P-808(013)-1	Job Order Contracting <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Description of Work Done/Include Jobsite Address(es) Reconstruct Pavement, add curb/gutter/sidewalk/planter strip, add street lights, underground utilities and add minor storm improvements on River Avenue, north and south of Jefferson Avenue. Reconstruct sanitary sewer line on Jefferson Avenue, east and west of River Ave.		
Federally funded transportation project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, provide Contract Bond Statement below)		
Contractor's Name Reed Trucking & Excavating, Inc.	E-mail Address sreed@reedtrucking.com	Affidavit ID* 830210
Contractor Address 2207 Inter Ave. Suite A, Puyallup, WA 96372		Telephone # 253-405-3905
If Retainage is not withheld, please select one of the following and List Surety's Name & Bond Number. <input type="checkbox"/> Retainage Bond <input type="checkbox"/> Contract/Payment bond (valid for federally funded transportation projects)		
Name: _____		Bond Number: _____
Date Contract Awarded 3/27/2018	Date Work Commenced 4/11/2018	Date Work Completed 11/12/2018
Were Subcontractors used on this project? If so, please complete Addendum A.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Affidavit ID* - No L&I release will be granted until all affidavits are listed.		

Contract Amount	\$ 977,089.00		
Additions (+)	\$ 9,690.50	Liquidated Damages \$	0.00
Reductions (-)	\$ _____	Amount Disbursed \$	956,985.95
Sub-Total	\$ 986,779.50	Amount Retained \$	49,338.98
Amount of Sales Tax _____ <small>(If various rates apply, please send a breakdown)</small>	\$ 19545.43		
TOTAL	\$ 1,006,324.93	TOTAL \$	1,006,324.93

NOTE: These two totals must be equal

Comments:
Schedule A Sales Tax= \$0.00 on \$607,599.16 Schedule B Sales Tax= \$0.00 on \$131,118.57 Schedule C Sales Tax= \$13,394.94 on \$169,556.07 Schedule D Sales Tax= \$6,150.49 on \$77,854.20
Note: The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract. NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates. Submitting Form: Please submit the completed form by email to all three agencies below.

Contact Name: Dave Schmidt
 Email Address: dschmidt@cityofbuckley.com

Title: City Administrator
 Phone Number: 360-761-7802



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Agreement – TSA Between Buckley & Carbonado for WWTP Lab Services	Agenda Date: January 22, 2019		AB19-015
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
Attachments: Technical Services Agreement			
<p>SUMMARY STATEMENT: The City of Buckley WWTP staff has been providing laboratory testing services to the Town of Carbonado for the last year. This service has been provided through a previous Technical Service Agreement; however, that agreement expired December 31, 2018. This new agreement will allow the City of Buckley to continue to provide these services to the Town of Carbonado until one or both parties choose to terminate the agreement.</p> <p>Staff is requesting and recommending that Council approve this Agreement.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: T/U 1/15/19			
RECOMMENDED ACTION: MOVE to Approve the Technical Services Agreement Between Buckley & Carbonado for WWTP Lab Services.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

TECHNICAL SERVICE AGREEMENT

Between: City of Buckley and Town of Carbonado
For: Lab Testing Services

I. PURPOSE

This Agreement is made and entered into by City of Buckley, Washington ("City of Buckley"), by and through its Wastewater Treatment Section of the Public Works Department ("WWPW") and Town of Carbonado (the "Service Recipient") collectively referred to as the "Parties." This Agreement provides the terms under which the City of Buckley will perform work for the Service Recipient as summarized in II A. below, and as more particularly described in the Scope of Work in Exhibit One, attached to this Agreement and incorporated herein and made a part hereof.

I. TERMS

A. Description of service provided by the City of Buckley

Provide laboratory testing services as described in Exhibit One.

B. Administration

1. Each Party shall appoint a representative to manage the Project. The name of each representative is provided in Exhibit One of this Agreement.
2. In the event that a dispute arises under this Agreement, it shall be referred for resolution to the Buckley City Administrator, or other representative as designated by the City, and a staff person designated by the Service Recipient signatory to this Agreement. This provision shall not be construed as prohibiting either Party from seeking enforcement of the terms of this Agreement, or relief or remedy from a breach of the terms of this Agreement, in law or in equity.

C. Responsibilities

1. The City of Buckley shall perform the work described in the Scope of Work in Exhibit One.
2. The Service Recipient shall pay for the work described in Exhibit One and make payments in accordance with the terms of Section D. below.

D. Billing and Payment

1. The Service Recipient shall pay the City of Buckley up to the amount stated in Section C.2. above for actual costs incurred to perform work as described in Exhibit One.
2. The City of Buckley shall include the charges billed to the Service Recipient on an itemized invoice and provide the invoice to the Service Recipient.
3. The Service Recipient will make payment to the City of Buckley for invoiced amounts within sixty (60) days.
4. The Parties represent that funds for service provision under this Agreement have been appropriated and are available. To the extent that such service provision requires future appropriations beyond current appropriation authority, each of the Parties' obligations are contingent upon the appropriation of sufficient funds by that Party's legislative authority to complete the activities described herein. If no such appropriation is made for either Party, this Agreement will terminate at the close of the appropriation year for which the last appropriation that funds these activities was made.
5. Fees for labor services as described in Exhibit One shall be reviewed and adjusted annually each January 1st, by the percentage reflected in the Seattle-Tacoma Consumer Price Index.

E. Effectiveness and Duration

1. This Agreement is effective upon signature by both Parties and shall remain in effect until terminated as set forth in Section H. of this Agreement.
2. This Agreement may be amended, altered, clarified, or extended only by the written agreement of the Parties hereto.
3. This Agreement is not assignable by either Party, either in whole or in part.
4. This Agreement is a complete expression of the intent of the Parties and any oral or written representations or understandings not incorporated herein are excluded. The Parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the Parties which shall be attached to the original Agreement.

F. Indemnification

To the maximum extent allowable by law, the Service Recipient shall protect, defend, indemnify, and save harmless the City of Buckley, its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgments, penalties, and/or awards of damages, arising out of or in any way resulting from the Service Recipient's own negligent acts or omissions in performing its obligations pursuant to this Agreement. To the maximum extent allowable by law, the City of Buckley shall protect, defend, indemnify, and save harmless the Service Recipient, its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgments, penalties, and/or awards of damages, arising out of or in any way resulting from the City of Buckley's own negligent acts or omissions in performing its obligations pursuant to this Agreement. Each Party agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that a Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. The indemnifications provided for in this Section F. shall survive the termination of this Agreement.

G. Reporting obligation

Should the City of Buckley perform laboratory testing under this Agreement, its sole reporting obligations under the terms of this Agreement are to provide the results of the laboratory analytical services to the Service Recipient. The Parties agree that the City of Buckley's reporting obligations do not extend to any third party, including any regulatory agency that may seek to obtain or require the results of laboratory analyses. The Parties further agree that any reporting obligations that may exist with regard to third parties, including regulatory agencies, shall remain solely the responsibility of the Service Recipient. The City of Buckley shall have no liability for any failure to meet any existing reporting requirements and the Service Recipient agrees to defend, indemnify and hold harmless the City of Buckley for any damages, suits or claims by third parties related to the failure to report the results of the laboratory analyses.

H. Termination

Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

I. Counterparts

This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on this _____ day of _____, 201__.

Town of Carbonado

City of Buckley

By:

Dave Schmidt, City Administrator

ATTEST/AUTHENTICATED

ATTEST/AUTHENTICATED

By:

Treva Percival, City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

Carbonado City Attorney

Buckley City Attorney

EXHIBIT ONE
SCOPE OF WORK & BUDGET

Project Purpose/Description

Laboratory analysis of influent and effluent samples related to NPDES permit compliance testing. Testing methods must comply with current NPDES requirements.

Service Contacts for this project

- For City of Buckley: Jim Doty
- For the Town of Carbonado: Sewer Dept.

Scope of Work

TASK TITLE	DESCRIPTION	PRODUCT TO BE DELIVERED	DATE OF COMPLETION	COST
Influent and Effluent Weekly testing	Weekly and Bi-weekly testing of Influent and Effluent samples for the following parameters only: Fecal Coliform, Total Ammonia, Total Suspended Solids (TSS), Biochemical Oxygen Demand (BOD)	Lab Analysis Report	Report to be sent to recipient as soon as practical following the end of the month.	\$236.33 /wk including Admin Fee

- The City of Buckley will ensure testing is performed by a laboratory having Washington State Environmental Laboratory Accreditation.
- The City of Buckley will provide field sheets.
- Town of Carbonado staff will collect, package and ship or transport the sample(s), using appropriate collection, chain of custody documentation and shipping techniques. All sampling events will be conducted on mutually agreed upon dates.
- Analysis results will be available within 30 days of receipt of the sample by the City of Buckley Environmental Laboratory.
- The Environmental Laboratory will prepare a Lab Analysis Report consisting of a Comprehensive Data Report (standard laboratory format) available as hardcopy and / or PDF file; a cover letter describing analytical anomalies if any occurred; and copies of associated laboratory QC data.

Budget Estimate

Total estimated cost(s) for above task(s) is/ are as outlined below. City of Carbonado will be billed on actual costs to perform tasks, not to exceed the budget amount in the Grand Total box for the cost(s) described in the budget table below.

Budget Estimate Table

	Method	Sample	Frequency	Labor (Hours)	Supplies	Labor	Total
Fecal Coliform	SM 9222 D (m-FC)-97	Effluent Composite	Weekly	1	\$9.51	\$58.03	\$67.54
Total Ammonia	SM 4500-NH3 F-97 (*1)	Effluent Grab	Bi-Weekly	0.5	\$7.30	\$29.02	\$36.32
			Weekly	1	\$11.01	\$58.03	\$69.04
Total Suspended Solids	SM 2540 D-97	Influent and Effluent Composite	Weekly	1	\$5.41	\$58.03	\$63.44
BOD Test	SM 5210 B-01 (*1) Hach TNT 830	Influent and Effluent Composite	Weekly	1	\$9.51	\$58.03	\$67.54
Subtotal Weekly							\$236.33
Administration Fee	5% of Weekly Total		Weekly				\$11.82
Total Weekly							\$248.14
Average Per Month Cost							\$1,075.27

- For the purposes of this agreement, TSS tests run on both Influent and Effluent Samples collected on the same date, shall count for billing purposes as one test.
- For the purposes of this agreement, BOD tests run on both Influent and Effluent Samples collected on the same date, shall count for billing purposes as one test.
- For the purposes of this agreement, Total cost for the Ammonia test was halved due to the fact that the test is performed bi-weekly.

CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Employment Agreement Between the City and Chris Banks for the Public Works Director’s Position	Agenda Date: January 22, 2019		AB19-016
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts	X	X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		X
Attachments: Public Works Director’s Employment Agreement			
<p>SUMMARY STATEMENT: Employment Agreement for the Public Works Director position for the City of Buckley with Chris Banks. Salary for the position was established under the exempt salary schedule adopted in December 2018 and the employee is to receive the same medical benefits, vacation accrual, holiday scheduling, and sick leave as those other city employees classified as “exempt” and as provided for in accordance with the City’s Personnel Policy.</p> <p>The Agreement establishes the appointment of Chris Banks to the position of Public Works Director after converting from the position of Utilities Superintendent as approved in the 2019 Budget. The Agreement allows an increase in annual vacation carryover from 240 hours to 360 hours due the current workload of the position and amount of ongoing construction activity in the City.</p>			
<p>COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS 1/8/19 and Full Council As part of the 2019 budget process and approval.</p>			
<p>RECOMMENDED ACTION: MOVE to Approve the Employment Agreement for the position of Public Works Director for the City of Buckley with Chris Banks.</p>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF BUCKLEY, WASHINGTON, AND CHRIS BANKS

THIS AGREEMENT, is made this ___ day of _____, 2019, by and between the City of Buckley (hereinafter referred to as the “Employer”), and Chris Banks (hereinafter referred to as the “Employee”).

WHEREAS, the City of Buckley is a non-charter, optional municipal code city organized under the Mayor-Council form of government; and

WHEREAS, the City desires to have Chris Banks continue to perform the duties of City Public Works Director; and

WHEREAS, due to funding constraints, limited staffing and complexity of job duties the City desires to allow the Employee to accrue and carryover vacation time above the threshold established under City Personnel Policies; and

WHEREAS, the City wishes to (1) induce Employee to serve in such position, (2) enhance work productivity by protecting Employee’s morale and peace of mind, and (3) and provide a fair method of terminating Employee’s services in a professional and businesslike manner, should this be in the City’s best interest;

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties agree as follows:

TERMS

1. **Commencement of Services.** The Employer agrees to continue the employment of Chris Banks as its City Public Works Director, and Chris Banks agrees to continue serving as the City Public Works Director in accordance with the terms and conditions of this Agreement.

2. **Term.** The Employee shall commence performing services as required under this Agreement effective January 1, 2019 and shall continue employment in this position until terminated under the provisions of this Agreement, Promotion, or for Retirement from the City, which ever comes first.

3. **Duties.** Employee will serve as the Public Works Director for the City of Buckley, Washington performing the duties that have been established by the parties over the existing course of employment. Such duties shall include, but shall not be limited to, duties assigned by the Mayor and/or City Administrator and those specified within City adopted position description.

4. **Executive.** The Employee acknowledges that he is an administrative, executive or professional employee within the meaning of the Fair Labor Standards Act or comparable state laws and as such, is not entitled to overtime pay for hours in excess of forty (40) hours per week.

5. **Annual Compensation.** Employee shall be compensated pursuant to the adopted exempt employee salary scale. Employee shall be compensated at Range 9, Step C of the salary scale, which is listed at \$8,295 per month, which shall be paid in accordance with procedures for other employees of the City classified as exempt under the Fair Labor Standards Act (“FLSA”) (29 U.S.C. 201 et seq.). Employee shall be eligible for subsequent pay increases subject to the adopted City Salary Ordinance.

6. **Benefits.** The Employee shall be paid the same benefits as other full-time City of Buckley employees that are classified as FLSA exempt.

In accordance with the City’s Personnel Policy the Employee shall be authorized to earn administrative compensatory time at a straight time rate for time worked in excess of 40 hours per week. However, in the event that this provision/benefit is repealed or

terminated by the City then the Employee shall begin to be annually credited with six (6) days of executive leave to be used at the Employee's discretion.

The Employee is entitled to accrue and carryover, year to year, all unused leave (vacation & holiday) to a maximum of 360 hours and sick time to a maximum of 1760 hours. The Employee shall be compensated on an annual basis for all unused vacation & holiday leave beyond the maximum amount. Accrual of sick time beyond the maximum limits will be forfeited by the Employee. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, administrative/executive compensatory time, 25% of sick time and other benefits to date.

7. **Termination.**

A. Employee is, at all times, an "at will" employee who can be terminated at any time, with or without cause. Nothing in this agreement is to be interpreted as changing Employee's status as an "at will" employee.

B. Termination "for cause" shall have the same meaning as those actions, dispositions and/or acts specified in RCW 41.12.080.

C. If terminated "for cause" the City's obligation to pay Employee salary and benefits ceases on the effective date of termination; however Employee shall be compensated for one-hundred percent of his unused vacation accrual.

8. **Applicable Law.** This Agreement shall be governed by the laws of the State of Washington. In case of a dispute arising out of this Agreement, the venue of any lawsuit shall be Pierce County, Washington.

9. **Attorney's fees.** If any action, arbitration or mediation is commenced to enforce any of the provisions of this Agreement or resolve any disputes arising out of this

Agreement, the prevailing party shall in addition to other remedies, be entitled to recover its reasonable attorney's fees.

10. **Dispute Resolution.** In the event a dispute arises, the parties agree to submit the dispute to alternate dispute resolution prior to commencing arbitration or litigation.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this Agreement. In addition to this Agreement, however, the Assistant Police Chief shall also be subject to the personnel policies of the City of Buckley to the extent they do not conflict with this Agreement.

12. **Presumption of Drafting.** All parties agree that they have had the opportunity to have the Agreement reviewed with counsel so there shall be no presumption of drafting.

13. **Modification.** The parties agree that this Agreement can be amended or modified only with the written concurrence of both parties.

14. **Notices.** Any notice required to be given under this Agreement shall be delivered or mailed to the following parties at the following addresses:

City of Buckley
Office of the Mayor
P.O. Box 1960
Buckley, WA 98321

Public Works Director
(Address as shown on the most
current City roster at the time of
mailing)

Notices may be delivered either personally to the addresses of the notice, or may be deposited in the United States mail, postage prepaid to the address set forth above. Any

notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

DATED this _____ day of _____, 2019.

CITY OF BUCKLEY

PUBLIC WORKS DIRECTOR

By _____

Mayor Pat Johnson

By _____

Chris Banks

Attest/Authenticated

By _____

Treva Percival, City Clerk

Approved as to Form:

By _____

Phil Olbrechts, City Attorney

D. CONSENT AGENDA

**City Council
January 8, 2019**

Mayor Johnson called the regularly scheduled meeting to order at 7:01 PM.

Upon roll call the following members were present: Bender, Smith, Leggett, B. Burkett, Wilbanks, Tremblay, and S. Burkett. Also in attendance were City Administrator Schmidt, Police Chief Arsanto, Associate Planner Wallgren, Public Works Director Banks, Community Services Director Caviezel, and City Planner James.

Mayor Johnson asked if there were any additions, deletions, or changes to the agenda.

Council member Smith moved to approve the agenda as presented. Council member Leggett seconded the motion. Motion carried.

CITIZEN PARTICIPATION

None.

STAFF REPORTS

Associate Planner Wallgren introduced the City's new Assistant Planner Evan Lewis. Evan started at the end of December and has hit the ground running. Ms. Wallgren also stated that there was a hearing for the Citizen's Beer Bank and it has been approved. There is a hearing on January 15th for Buckley Storage. A public hearing will be held on February 5th for a Conditional Use Permit submitted by Wood, Wine, and Whimsy to be able to serve wine, beer, and food at their shop. Two projects have been handed off to our Consultant to make sure we are keeping up with everything. There are two more storage facilities under review. Ms. Wallgren finished by stating that the old IGA store will be converted into something similar to an indoor Farmers' Market.

Police Chief Arsanto stated that Rosalia graduated from the Police Academy last week. The Department has been having some difficulty with recruiting but Chief Arsanto has some ideas he would like to present to the Admin/Finance/PS Committee. Chief Arsanto also brought it to everyone's attention that there has been a local gentleman who has been out prowling, the police are aware and are keeping their eyes out for him. Chief Arsanto also stated that the Police went out and checked on the seniors during the storm to make sure all their generators were working and they were taken care of.

City Administrator Schmidt thanked the Police and Fire staff for all of their work during the storm. There was a fence at the Public Works' yard that was damaged so we will have the fence company back out to fix that. There is a meeting with the Auditor next week. City Administrator Schmidt also announced that Jessica Clark accepted the position of Administrative Assistant at City Hall and will now be there 30 hours a week.

MAIN AGENDA

Agreement With Youth Activities Board

Council member Tremblay moved to Approve the Agreement with the Buckley Youth Activities Board. Council member S. Burkett seconded the motion. Motion carried.

Agreement – TIB Grant Funding – FY 2020 Overlay Project, Naches Street

Council member Smith moved to Approve TIB Grant Funding Agreement for FY 2020 Overlay Project, Naches Street from Park Ave. to Mason Ave. Council member Leggett seconded the motion. Motion carried.

Agreement – TIB Grant Funding – Cedar Street, Main St. to Jefferson St.

Council member Tremblay moved to Approve TIB Grant Funding Agreement for Cedar Street, Main St. to Jefferson St. Council member Leggett seconded the motion. Motion carried.

Local 286 Bargaining Unit Revision #2

Council member S. Burkett moved to Approve Revision #2 of the 2018-2020 Collective Bargaining Unit Agreement between the City and Local #286. Council member Tremblay seconded the motion. Motion carried.

Purchase Bus/Van

Council member Tremblay moved to Tentatively Approve the Purchase of a Used 2017 Passenger Van from Fugate Ford for Youth Center and Fire Department Use for the Purchase price of \$29,662.56 pending legal approval. Council member Leggett seconded the motion. Motion carried.

Engineering Scope of Work – Spiketon Culvert Additional Permitting

Council member B. Burkett moved to Approve the Engineering Scope of Work – Spiketon Culvert Additional Permitting. Council member Bender seconded the motion. Motion carried.

2018 Utilities Project – Change Order No. 7

Council member B. Burkett moved to Approve 2018 Utilities Project Change Order #7. Council member Leggett seconded the motion. Motion carried.

UGA Discussion

Council member Tremblay moved to Reject the County Staff's recommendation and to send a letter to the County stating that we will only move forward with the request we have already submitted. Council member Smith seconded the motion. Motion carried.

CONSENT AGENDA

Council Member S. Burkett moved to approve the Consent Agenda. Council member Leggett seconded the motion. Motion carried.

Approve Minutes of December 11, 2018.

Claim check numbers 59307 through 59340, in the amount of \$102,273.30, for the period of December 12, 2018, through December 24, 2018; Treasurer Check numbers 12130 through 12134, in the amount of \$1,378.37; EFT payments in the amount of \$13,399.98 for the month of December 2018; Payroll check numbers 37648 through 37710, in the amount of \$130,541.62 and ACH/EFT payroll in the amount of \$332,678.40 for the month of December 2018. Claim check numbers 59341, 59345 through 59422, in the amount of \$377,783.58, for the 2018 Open Period and claim check numbers 59343 and 59344 in the amount \$276,294.55 for January 2, 2019, through January 8, 2019, are hereby approved and ordered paid this 8th day of January 2019.

COMMITTEE REPORTS

Mayor's Report:

Mayor Johnson stated that she may miss the next Council meeting as she has been asked to attend the AWC Legislative Reception in Olympia and she will be attending the Mayor's Exchange the following day. She also stated that the AWC City Action Days will be February 13 and 14. This is a great time for Council members to meet with representatives and share what the Cities needs are.

Administration, Finance & Public Safety:

Council member Tremblay stated that the Committee met this morning and reviewed the items on tonight's agenda. The Finance department is cleaning up end of year items and the 2018 books will close on January 16, 2019. He also stated that there will be an Urban Studies Forum at University of Washington, Tacoma on February 21, 2019. There is no charge for this forum and he encouraged Council members to attend.

Transportation & Utilities:

Council member B. Burkett stated that their first meeting of the year will be on January 15th at City Hall at 7 PM.

Community Services:

Council member S. Burkett stated that their first meeting of the year will be on January 17th at 1 PM at City Hall.

Council Member Comments & Good of the Order:

None.

Council member Smith moved to adjourn. Council member B. Burkett seconded the motion. Motion carried.

With nothing further the meeting was adjourned at 7:58 PM.

Mayor

City Administrator

DRAFT

CITY OF BUCKLEY		TRANSFER VOUCHER	
		Dec 31 2018	
From Fund #	NAME	AMOUNT	To Fund #
	NAME		NAME
	Bars Number		Bars Number
1	General Fund	\$ 323,507.00	Payroll Fund
		\$ 81,495.94	Claims Fund
	597.00.40	\$ 100.00	430 Utility Equip Res
	597.00.65	\$ 424.00	2 Contingency Reserve Fund
			397.00.60
			397.00.10 St Merge
3	GF Cumulative Reserve		
	597.00.30	\$ 964.82	1 G F Investment Interest
			397.00.45 St Merge
4	Cemetery		Claims Fund
	597.00.00	\$ 87.00	430 Utility Equipment Reserve
	597.00.50.30		1 GF Insurance Portion
			397.00.20
			397.60.80 St Merge
7	P D Maintenance Reserve		Payroll Fund
		\$ 4,597.06	Claims Fund
8	Railroad ROW	\$ 2,048.40	Payroll Fund
			Claims Fund
	597.00.50.30		1 GF Insurance Portion
	597.00.00.46	\$ 87.00	430 Utility Equipment Reserve
			397.60.80 St Merge
			397.00.70
30	Fire Equipment & EMS Reserve		Payroll Fund
			Claims Fund
35	Park Construction		Payroll Fund
			Claims Fund
	597.10.00.10	\$ 260.85	1 G F Investment Interest
	597.10.10.10	\$ 2,776.00	307 Cap Imp Trailhead Parking
	597.10.20	\$ 216.00	430 Utility Equipment Reserve
			397.00.40 St Merge
			397.10.40
			397.00.75
101	Street Operations	\$ 6,154.29	Payroll Fund
		\$ 6,213.68	Claims Fund
	597.00.00	\$ 164.00	430 Utility Equipment Reserve
	597.50.00.30	\$ 3,200.00	1 GF Insurance Portion
	597.20.00		1 GF Administration
	597.30.00	\$ 38,833.00	102 Street Capital Improvement
	597.50.00.70		1 GF Dispatch
			397.00.10
			397.60.82
			397.60.20
			397.00.10.50
			397.60.22
102	Street Capital Improvement		Payroll Fund
		\$ 75,622.85	Claims Fund
	597.10.00.30		1 GF Investment Interest
	597.10.00.31	\$ 4,227.00	1 GF Project Administration
			397.00.40
			397.60.95

From Fund #	NAME	AMOUNT	To Fund #	NAME	Bars Number
102	Street Capital Improvement				
	597.10.00.32	\$ 2,776.00	307	Cap Imp Trailhead Parking	397.10.80.60
	597.10.00.33	\$ 1,104.00	430	Utility Equipment Reserve	397.00.80
103	Tranportation Benefit District	\$ 43.20		Claims Fund	
	597.00.00	\$ 4,163.00	101	City Street	397.42
	597.30.48	\$ 6,788.00	101	City Street	397.20.10
105	EMS	\$ 10,609.79		Payroll Fund	
		\$ 9,501.43		Claims Fund	
	597.90.00	\$ 500.00	030/131	Fire Equip/EMS Res	131-397
	597.90.00.40	\$ 125.00	30	Fire/EMS Bunker Gear	397.10.10
109	Criminal Justice			Payroll Fund	
		\$ 2,136.42		Claims Fund	
	597.10.00.20	\$ 4,163.00	7	PD Maintenance Reserve	397.00.00
134	Fire Station Construction			Payroll Fund	
				Claims Fund	
	597.10.00.30	\$ 1,259.04	202	FS Bond Investment Interest	397.00.40
136	Visitor Promo			Payroll Fund	
		\$ 644.71		Claims Fund	
	597.10.00.10		1	GF Investment Interest	397.00.40
	597.51.00.30		1	GF Insurance Portion	397.60.90
	597.52.00.60		1	GF Brick Sales Administration	397.60.91
202	Fire Station Construction Bond			Claims Fund	
307	Capital Improvement			Payroll Fund	
		\$ 16,003.66		Claims Fund	
	597.10.00.10		1	GF Investment Interest	397.00.40
	597.10.00.31	\$ 84.94	1	GF Project Administration	397.60.99
	597.00.20.00		102	St CIP - River Avenue	397.00.20
	597.10.00.32		102	PW Admin Bldg	397.10.50
308	Comp Plan Cap Imp	\$ 9,586.59		Payroll Fund	
				Claims Fund	
	597.10.30	\$ 16,664.00	307	Cap Imp - PW Admin Bldg	397.10.80.50
	597.10.20		102	St CIP - River Avenue	397.10.40
401	Natural Gas Operations			Claims	
	6% tax 533.10.54	\$ 3.40	1	GF Business Tax	316.43
	597.00.00.70	\$ 3,000.00	1	GF Gas System Sale	397.60.93

From Fund #	NAME	AMOUNT	To Fund #	NAME	Bars Number
402	Water Sewer Operations	\$ 92,292.11		Payroll Fund	
		\$ 44,915.98		Claims Fund	
	10% tax W 534.10.54	\$ 6,622.10	1	GF Business Tax	316.42
	10% tax S 535.10.54	\$ 14,209.92	1	GF Business Tax	316.44
	597.00.00.50	\$ 538.00	1	GF Dispatch	397.00.60
	597.00.00.51	\$ 6,773.00	1	GF Admin Water	397.60.10
	597.00.00.52	\$ 8,366.00	1	GF Admin Sewer	397.60.10
	W 597.00.00.53		1	GF Insurance Portion	397.60.60
	S 597.00.00.55		1	GF Insurance Portion	397.60.60
	597.00.00.70	\$ 69,877.00	405	Sewer Imp Fund	397.00.00 St Merge
	597.00.00.80	\$ 20,101.00	406	Water Imp Fund	397.00.00 St Merge
	597.00.00.40	\$ 2,076.00	430	Utility Equipment Reserve	397.00.40
	597.00.00.90	\$ 5,552.00	307	Cap Imp - PW Admin Bldg	397.10.60
403	Solid Waste	\$ 79,654.16		Claims Fund	
	10% tax 537.10.54	\$ 9,942.86	1	GF Business Tax	316.45
	597.00.00.10	\$ 5,109.00	1	GF Administration	397.60.40
	597.00.00.55		1	GF Insurance Portion	397.60.83
405	Sewer Ext & Replacement			Payroll Fund	
		\$ 500,491.98		Claims Fund	
	597.10.00.31	\$ 2,183.00	1	GF Project Administration	397.60.96
	597.10.00.32	\$ 8,885.00	307	Cap Imp - PW Admin Bldg	397.10.80.70
	597.10.00.33	\$ 2,776.00	430	Utility Equipment Reserve	397.00.85
406	Water Line Replacement & Ext			Payroll Fund	
		\$ 94,400.29		Claims Fund	
	597.10.00.31	\$ (195.00)	1	GF Project Administration	397.60.97
	597.10.00.32	\$ (1,669.00)	307	Cap Imp - PW Admin Bldg	397.10.80.80
	597.10.00.40	\$ 2,776.00	430	Utility Equipment Reserve	397.00.90
407	Storm Drain Operation & Maint	\$ 19,021.84		Payroll Fund	
		\$ 5,998.94		Claims Fund	
	10 % tax 531.30.44.01	\$ 4,623.80	1	GF Business Tax	316.48
	597.00.00	\$ 1,250.00	430	Utility Equipment Reserve	397.00.50
	597.00.00.10	\$ -	408	Storm Drain Cap	397.00.30 St Merge
	597.00.00.20	\$ 6,188.00	1	GF Admin	397.60.40.10
	597.00.00.53		1	GF Insurance Portion	397.60.71
	597.00.00.57	\$ 38.00	1	GF Dispatch	397.60.21

E. COMMITTEE REPORTS