



BUCKLEY CITY COUNCIL MEETING AGENDA
May 8, 2018
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 #09-18
Next Resolution #18-04
Next Agenda Bill #AB18-042

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

1. **Public Hearing:** Emergency Moratorium – Marijuana Production & Processing Pg. 7
2. RES No. 18-__ : Amending Taxes, Rates & Fees Schedule, Revision #27 Pg. 9
3. Lease Agreement - Chess Construction, LLC for DSHS Ag Facility (2018-2019) Pg.27
4. Rezone - Mariglobal, Inc. - File #R-17-0001 Pg.37

D. Consent Agenda

Pg.60

5. A. Approve Minutes of April 24, 2018 City Council Meeting
- B. Claims
- C. Transfer Voucher
- D. Payroll

E. Committee Reports

6. Mayor's Report Johnson
7. Administration, Finance & Public Safety Tremblay
8. Transportation & Utilities B. Burkett
9. Community Services S. Burkett
10. 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

~~May 1 7:00 PM City Council Study Session - CANCELLED~~

May 7	7:00 PM	Planning Commission
May 8	9:30 AM	Admin, Finance & Public Safety (City Hall)
May 8	7:00 PM	City Council
May 14	10:30 AM	Buckley Hall Board
May 15	7:00 PM	Transportation & Utilities (City Hall)
May 17	1:00 PM	Community Services (City Hall)
May 21	7:00 PM	Planning Commission
May 22	9:30 AM	Admin, Finance & Public Safety (City Hall)
May 22	7:00 PM	City Council

The above meetings will be held in the Multi-Purpose Center located at 811 Main Street unless otherwise noted.

Last Revised May 2, 2018

May 2018



Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7 7 Planning Commission	8 9:30 Admin, Finance & Public Safety 7 City Council	9	10	11	12 10 AM—City-Wide Shredding Event—Buckley Eagles Parking Lot
13 	14 10:30 Buckley Hall Board	15 7 Transportation & Utilities	16	17 1 Community Services	18	19
20	21 7 Planning Commission	22 9:30 Admin, Finance & Public Safety 7 City Council	23	24	25	26
27	28 	29	30	31		

A. CITIZEN PARTICIPATION

B. STAFF REPORTS

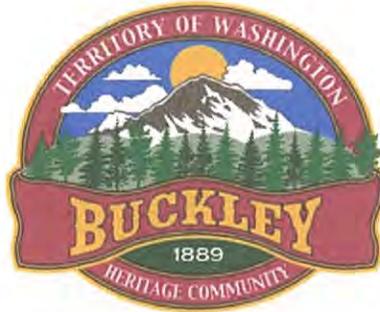
C. MAIN AGENDA



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Public Hearing: Moratorium – Marijuana Prod & Process Citywide	Agenda Date: May 8, 2018 AB18-042		
	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 – Joanne Starr	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Ellen Boyd		
	Planning Dept – Kathy Thompson		X
	Police Dept – Chief Arsanto		
Municipal Court – Jessica Cash			
	PW/Utilities – Chris Banks		
Attachments: Public Hearing Notice			
<p>SUMMARY STATEMENT: On March 27, 2018 the City Council adopted a six-month moratorium on the establishment, location, licensing or permitting of marijuana production or processing facilities and operations Citywide. The purpose of this Public Hearing is to solicit public input and comment from interested individuals or groups on the Citywide moratorium pertaining to marijuana production or processing facilities and operations.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: N/A			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	



NOTICE OF PUBLIC HEARING MARIJUANA PRODUCTION & PROCESSING CITY OF BUCKLEY

NOTICE IS HEREBY GIVEN that the Buckley City Council will hold a **Public Hearing** shortly after 7:00 PM at a City Council Meeting on **Tuesday, May 8, 2018**, at the Buckley Multipurpose Building, at 811 Main Street, Buckley. On March 27, 2018 the City Council adopted a six-month moratorium on the establishment, location, licensing or permitting of new marijuana production and processing facilities and operations in the City of Buckley. The purpose of this Public Hearing is to solicit public input and comment from interested individuals or groups on the moratorium pertaining to new marijuana production and processing facilities and operations in the City of Buckley.

Each person wishing to speak at this Public Hearing will take the podium, clearly state his or her name and full address for the record, and will be allowed three (3) minutes in which to voice their comments and/or concerns on the matter at hand. Speakers are asked to avoid repetitious or irrelevant comments, and personal attacks will not be tolerated. **Questions will not be taken at this time.** If you have questions, please contact the City as indicated below, in advance of the Public Hearing.

Buckley does not discriminate on the basis of disabilities. If you need special accommodations, please contact City Hall within three business days prior to the Public Hearing at (360) 761-7801.

Comments may be presented orally at the Public Hearing or submitted in writing to Dave Schmidt, City Administrator, P. O. Box 1960, Buckley, WA 98321, or by e-mail to: dschmidt@cityofbuckley.com, prior to 5:00 PM on Monday, May 7, 2018. Questions may be answered by contacting City staff at (360) 761-7801.

DATED this 28th day of March, 2018.

Posted: April 25, 2018
Published: May 2, 2018



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: RES 18-__ - Amending the City's Taxes, Rates & Fees Schedule Revision #27	Agenda Date: May 8, 2018		AB18-043
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson	X	X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts	X	X
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Julie Bevaart		X
	Planning Dept – Kathy Thompson		
	Police Dept – Chief Arsanto		
Timeline: N/A	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		X
Attachments: Resolution, Fee Schedule			
<p>SUMMARY STATEMENT: Resolution adjusting the GFC for water system connection charges based on recent adoption of the new Comprehensive Water System Plan.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
<p>RECOMMENDED ACTION: MOTION to Approve RES No. 18-__, amending the City's Taxes, Rates & Fees Schedule Revision #27.</p>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

CITY OF BUCKLEY, WASHINGTON

RESOLUTION NO. 18-___

A RESOLUTION OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON ADJUSTING THE FEE FOR WATER SYSTEM GENERAL FACILITY CHARGE TO CORRESPOND TO THE ADOPTED WATER SYSTEM PLAN.

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, through adoption of Ordinance 05-18 the City Council approved the new updated Comprehensive Water System Plan (WSP) that identified a schedule of capital improvements and recommended water connection fee increases necessary to fund projected operations expenses and capital improvements; and

WHEREAS, the City Council desires to amend the adopted Taxes, Rates and Fees Schedule to adjust the water connection fee to match the recommendation in the new WSP,

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. 18-02 with Ex. A, attached hereto and incorporated by this reference as if set forth in full.

Introduced, passed and approved this 8th day of May, 2018.

Pat Johnson, Mayor

ATTEST:

Joanne Starr, City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

Posted:

CITY OF BUCKLEY

TAXES, RATES & FEES SCHEDULE (RES #18- : 27th 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
	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)	Cost
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	
First-Aid only	\$10.00
CPR only	\$10.00
BBP	\$10.00
Combo CPR & FA	\$15.00
Non-Residents	
First-Aid only	\$20.00
CPR only	\$20.00
BBP	\$20.00
Combo CPR & FA	\$35.00

* (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)

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)	\$1,624.70
	Multiple-family residential (Includes ADU's)	\$1,331.52
3.50.050	Impact fee for the White River School District.	
	Single-family homes (includes duplexes)	\$0.00
	Multiple-family residential (Includes ADU's)	\$0.00
3.50.060	Impact fee for street facilities.	
	Single-family homes (includes duplexes)	\$6,074.00
	Multiple-family residential (Includes ADU's)	\$4,243.00
	Commercial/Industrial	Per Comprehensive Plan Appendix E

Title 4 Cemetery

4.20.020 **Cemetery**

Grave Sites

	Price	Endowment Fee	Total
Regular Lots			
Adult Size Lots	\$1,275	\$225	\$1,500
Upright Monument Lots	\$2,550	\$450	\$3,000
Child Size Lots	\$255	\$45	\$300
Urn Lots			
In-Ground Urn Lot	\$510	\$90	\$600
Urn Garden Lots (The Ridge)			
Dogwood Section (Single ground plot)			
In-Ground Urn Lot	\$765	\$135	\$900
Alder, Birch & Cedar Sections (Double ground plot)			
In-Ground Urn Lot	\$1,190	\$210	\$1,400
Bench Plots (Up to 4 Urns)*			
Space for Bench (Must add cost of bench)	\$1,318	\$233	\$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	\$1,800
Niche (2nd & 3rd Rows)			
Single Niche Space	\$1,360	\$240	\$1,600

50% of lot Price 15% of Extended Use **Price + Fee**
 Extended Land Use (each) **
 **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

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-	2017	2018
10 Gallon Cart	\$17.35	\$18.56
20 Gallon Cart	\$22.03	\$23.57
32 Gallon Cart	\$26.27	\$28.11
64 Gallon Cart	\$54.84	\$49.19
96 Gallon Cart	\$77.77	\$77.30
One can 50' maximum walk-in	\$31.76	\$32.55
Two cans 50' maximum walk-in	\$55.65	\$57.04
Each additional 50' maximum can walk-in	\$25.14	\$25.77
Extra garbage tag	\$5.90	\$7.40

Commercial Container Service-

1 yard once a week	\$124.71	\$127.83
1 yard twice a week	\$272.45	\$279.26
1-1/2 yards once a week	\$167.40	\$171.58
1-1/2 yards twice a week	\$344.39	\$353.00
2 yards once a week	\$218.20	\$223.65
2 yards twice a week	\$450.26	\$461.52
4 yards once a week	\$441.90	\$452.95
4 yards twice a week	\$902.65	\$925.22
4 yard three times a week	\$1,340.39	\$1,373.90
6 yards once a week	\$612.59	\$627.90

6 yards twice a week	\$1,260.18	\$1,291.68
6 yard three times a week	\$1,907.44	\$1,955.12
4 yard compactor (customer owned)	\$1,753.53	\$1,797.37
1 yard extra pickup on regular route	\$35.00	\$35.87
1-1/2 yards extra pickup on regular route	\$45.23	\$46.36
2 yards extra pickup on regular route	\$59.18	\$60.66
4 yards extra pickup on regular route	\$114.22	\$117.07
6 yards extra pickup on regular route	\$168.61	\$172.83

Special Services-

Special pickup (minimum one hour)	\$113.65	\$116.50
Plus tipping fee of \$153.48 per ton	+ Tipping Fee (Left)	
Bulk pickup (minimum one yard)	\$33.12	\$33.94
Connect/reconnect fee on customer - Owned compactors	\$20.85	\$21.37
Yard Waste - One 90-gallon toter	\$10.06	\$10.31
Re-delivery fee toter	\$30.16	\$30.91

Multi-Family Recycling -

90-gallon cart	\$12.70	\$13.01
2 yd once a week	\$56.28	\$57.69

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
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 Commerative Bricks* \$50.00

*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

Title 11 Traffic Code

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

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

<u>Project Valuation</u>	<u>Fee</u>
\$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 **Streets & Sidewalks** Intake Fee Deposit Fee

13.25.040	Street Vacation Petition	\$70.00	\$250.00
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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 review process (see BMC 20.01.268)

13.35	Franchise Application Deposit	\$0.00	\$2,500.00
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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 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

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

- Use Fee.

Type D: Franchised Utility Routine Maintenance Permit

- Regular \$250.00

Subject to BMC 13.35.120 and Administrator Review and Approval

Fee Waiver or Exemption

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
	Within City	Within City
Up to 3/4"	\$21.84	\$22.93
1"	\$27.69	\$29.07
1-1/2"	\$39.79	\$41.78
2"	\$59.80	\$62.79
3"	\$88.79	\$93.23
4"	\$144.03	\$151.23
6"	\$277.84	\$291.73
8"	\$680.70	\$714.74
10"	\$1,668.00	\$1,751.40
12"	\$4,086.00	\$4,290.30

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	1/1/2017	1/1/2018	
<u>Winter</u>			
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	
Schools	2.01	2.04	

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
Schools		2.13	2.16

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**

Single-family residence \$22.64/residence/month.
 Multi-family and/or Accessory residences \$14.94/residence/month.
 Other \$22.64/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

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 \$250.00 (nonrefundable fee), plus actual cost of reviewing and processing (see BMC 20.01.268)
 * plus SEPA Review 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

Automatic Fire Sprinkler Systems **

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	\$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

18.37.010

Subdivision

Intake Fee

Deposit Fee

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

19.54.010

See BMC 20.01.270

Title 20	<u>Administration of Land Use and Zoning Applications and Development Regulations</u>		
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	<p>Costs incurred by the city</p> <p>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.</p>		

		Hourly Rates for Billing
20.01.268	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: Lease Agreement: Ag Land Sublease Between the City and Chess Construction LLC 2018-209.	Agenda Date: May 8, 2018		AB18-044
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Julie Bevaart		
	Planning Dept – Kathy Thompson		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
PW/Utilities – Chris Banks			
Attachments: Chess Agreement, Exhibits A, B & D			
<p>SUMMARY STATEMENT: The agreement being presented is a new sublease for storage facilities at the DSHS Agricultural Facility to Chess Construction LLC for a 2 year period. The agreement includes use of the storage facilities listed in Appendix A & B of the agreement. Lease rate for the storage facility is currently set at \$750.00 per year along with the payment of State Leasehold Excise Tax and utility charges. The annual rent amount has been set at a lower amount to credit Chess Construction for the equipment use and labor to assist the City in relocating and graveling a new storage/parking area east of the existing concrete storage bins.</p> <p>Staff is recommending that the City Council accept and approve the sublease agreement with Chess Construction LLC for use of the identified storage facilities at the DSHS Agricultural Facility.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: MOTION to Approve the Lease Agreement Between the City and Chess Construction LLC for Lease of Storage Facilities on the DSHS Ag Facility.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

AGRICULTURAL LAND SUBLEASE

BETWEEN

THE CITY OF BUCKLEY

AND

CHESSE CONSTRUCTION, LLC (TOM CHESSE)

1. **PROPERTY.** The City of Buckley ("THE CITY"), subleases to Chess Construction, LLC ("LESSEE"), the following described Property:

Certain facilities to be used for storing excavation equipment and material. Facilities identified for the use are within the building complex located at 2000 Collins Road, Buckley, Washington, as more particularly described in Exhibit A, and depicted in Exhibit B.

2. **LEASE TERM.** This Lease shall be for a term of Two (2) years, commencing on the 1st day of May, 2018 with a possible two (2) year extension based upon satisfactory review and mutual agreement by both parties of the terms and conditions of the lease agreement. The Lessee shall be subject to earlier termination as provided in sections 21 and 22 herein.

3. **PAYMENT OF RENT AND LEASEHOLD EXCISE TAX.**

a. **Rent.** LESSEE shall pay THE CITY rent for the Property in the amount of **\$ 750.00 plus LET and a proportionate share of utility costs** annually as shown below and in Exhibit D, Lease Rates. Payments are due per the following schedule:

Payment Schedule					
Due Date	Rent	LE Tax:	Utilities	Total	Late Rent Penalty
May 1, 2018	\$750.00	\$96.30	\$0.00	\$846.30	\$50.78
Totals	\$750.00	\$96.30	\$0.00	\$846.30	\$50.78
Due Date - 2nd Year	Rent	LE Tax:	Utilities	Total	Late Rent Penalty
May 1, 2019	\$761.25	\$97.74	\$0.00	\$858.99	\$51.54
Totals	\$761.25	\$97.74	\$0.00	\$858.99	\$51.54

All payments shall be sent to:

City of Buckley
 Attention: Finance Department
 P.O. Box 1960
 Buckley, WA 98321

b. **Leasehold Excise Tax.** LESSEE shall also be responsible for the applicable Leasehold Excise Tax ("LET") for the lease of the Property. LESSEE shall submit payments equal to the LET amount due to THE CITY at the address above, per the payment schedule in Section 3 (a). The current LET rate is **12.84%** of the total Lease amount prior to offsets. LESSEE agrees to be responsible for any adjustments to the LET amount required by the Washington State Department of Revenue.

c. **Overdue Rent.** The LESSEE's failure to pay rent within 30 days after the due date shall be a default of the Lease, and THE CITY may then pursue remedies as provided in Section 22, Remedies for

Default. Rent payments received after 30 days following the due date shall include the late penalty and interest charges.

The LESSEE shall pay THE CITY a late charge of six percent (6%) of the amount of any rent payment received by THE CITY more than 30 days after the due date.

The LESSEE shall pay THE CITY interest at the rate of one percent (1%) per month, beginning on the date such rent is due and until the rent is paid, for any rent payment received by THE CITY more than 30 days after the due date.

4. **USE OF PROPERTY.** The Property may be used for the purpose of storing excavation equipment and material, and for no other purpose without the prior written consent of THE CITY.

The LESSEE shall ensure that all related material, implements, equipment and portable buildings are properly stored in designated areas leased by LESSEE when not in use. Storage and parking of all related material, implements, equipment and portable buildings shall not interfere or impede with THE CITY's and/or other tenants access and use of the Property.

5. **NON-EXCLUSIVE OCCUPANCY.** LESSEE agrees its occupancy is non-exclusive. LESSEE shall provide access for THE CITY, or persons authorized by THE CITY, to the Property at all reasonable times.

LESSEE shall not do or permit any use or activity on the Property that would constitute a nuisance or that would interfere with THE CITY's access and use of the Property.

6. **CONSTRUCTION ACCESS RIGHTS.** The parties agree that any construction activity encroaching on the Property shall be allowed for City and/or Rainier School projects. THE CITY shall provide the LESSEE with reasonable notice by phone prior to the beginning of City and/or Rainier School project construction activity. THE CITY shall reimburse the LESSEE for damages resulting from such activity.

7. **RULES AND REGULATIONS.** LESSEE, its employees and all visitors shall abide by all applicable rules and regulations of THE CITY to include the City's Noise Ordinance and shall not otherwise use the grounds or facilities without the permission of the City Administrator.

8. **SERVICES, SUPPORT, UTILITIES.** THE CITY shall not have any obligation to provide services, support, utilities, garbage collection or disposal, safety measures or security of any kind for the specified uses set forth above.

If services other than those provided by the City are desired then LESSEE will be required to arrange for services, support, utilities, garbage collection or disposal, safety measures or security that is needed at LESSEE's cost.

9. **CONDITION OF PREMISES.** THE CITY and the LESSEE have jointly inspected the Property. Exhibit C describes the current condition of the Property based on that inspection. By signing this Lease, LESSEE, subject to the conditions in Section 10, accepts the Property in its present condition "as is where is" for LESSEE's use.

10. **MAINTENANCE.** LESSEE shall then be responsible for all maintenance costs associated with the operation and maintenance of the Property. LESSEE shall maintain the Property in a state of repair equivalent to the condition documented in a newly revised Exhibit C, except for reasonable wear and tear from ordinary use of the property. LESSEE shall perform maintenance on leased facilities and adjacent grounds, spray, maintain fence rows, and control noxious weeds and vegetation as required by law.

If LESSEE fails to maintain the Property THE CITY may do so, and LESSEE will pay all reasonable maintenance charges incurred by THE CITY. Prior to engaging in such maintenance or repairs THE CITY will give the LESSEE thirty (30) days notice of its intent to effect such maintenance and repairs, stating

what needs to be done before THE CITY undertakes the repairs.

11. **RELOCATION OF PARKING FACILITY.** LESSEE agrees to assist the City's Public Works Department in relocating the existing parking area to a new location identified as Parking/Storage #4 as depicted in Exhibit B. Assistance includes the use of labor and equipment to remove vegetative surface material and installing City provided surfacing material (gravel or asphalt grindings) to the delineated area. Assistance may also include the relocation of ecology blocks that have been used to delineate borders.

12. **DAMAGE OR DESTRUCTION.** In the event land or buildings on the Property are damaged or destroyed by fire or other casualty, THE CITY may elect not to restore or make repairs to the Property. If THE CITY elects not to restore the property, THE CITY shall notify the LESSEE in writing as soon as possible after the damage occurs. In that event, THE CITY shall return to LESSEE a pro rata share of the rent and taxes paid by LESSEE for the property rendered unusable for its intended purposes, less any amounts due to the CITY, including any reimbursement for damages caused by LESSEE.

13. **HAZARDOUS MATERIALS.** LESSEE shall not receive, store, use, sell or dispose of on or about the premises any substances, product, materials or merchandise which are hazardous, toxic, harmful, explosive, highly flammable, dangerous, and/or which are subject to regulation as hazardous, toxic, dangerous, or a pollutant by any federal, state, or local law, regulation, statute or ordinance (collectively referred to herein as "hazardous substances").

LESSEE shall be fully liable to THE CITY and shall indemnify, defend and hold harmless THE CITY, its officers and employees, with respect to any and all damages, costs, fees (including attorney fees and costs), civil and criminal penalties, or clean-up costs assessed against or imposed as a result of LESSEE's use, disposal, generation, storage or sale of hazardous substances of LESSEE's employees, agents, or invitees. Breach of this provision shall entitle THE CITY to unilaterally terminate the Lease. These provisions are in addition to the provisions below and are intended to supplement them.

This obligation shall survive the termination of this Lease.

14. **FARM-RELATED OR WEED ABATEMENT MATERIALS.** Notwithstanding the above, LESSEE shall properly store, use and dispose of any such farm-related or weed abatement materials in accordance with applicable local, state and federal laws and regulations and shall properly and immediately clean up any spills or other contaminations caused by such hazardous substances on or about the premises.

15. **SURRENDER OF PROPERTY.** At the expiration or termination of this Lease, LESSEE shall quietly yield and surrender the Property to THE CITY in as good a condition as is documented in a revised Exhibit C, ordinary wear and tear and damage due to elements excepted.

16. **REMOVAL OF PERSONAL PROPERTY.** LESSEE shall remove all of its personal items from the Property upon expiration or termination of this Lease, including but not limited to all materials, equipment, vehicles, and/or parts thereof owned by the LESSEE. THE CITY shall not be liable for any damage to such personal items left on the Property after the termination or expiration of this Lease.

If LESSEE fails to remove personal items from the Property upon termination or vacation THE CITY may do so, and LESSEE will be liable for all reasonable charges incurred by THE CITY.

17. **LIENS.** LESSEE shall keep the Property free from any liens arising out of any work preformed, materials furnished or obligations incurred by LESSEE with respect to the Property or LESSEE's activities on the Property. If a lien is filed, LESSEE shall cause the same to be released and discharged of record within 30 days.

18. **NON-ASSIGNMENT.** LESSEE shall not sublease or sublet the Property, and shall not assign this Lease without written approval from THE CITY.

19. **INDEMNITY/HOLD HARMLESS.** Lessee agrees to indemnify, defend, and hold THE CITY harmless from any and all claims for bodily injury or property damage suffered or alleged to be suffered by Lessee, its agents, employees, invitees or other third parties upon or about the leased premises or in any way arising out of or in connection with the Lessee's operations upon or about the leased premises.

20. **INSURANCE.** LESSEE certifies that it has, and shall maintain throughout the term of this Lease, a Commercial General Liability Insurance Policy with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit, bodily and personal injury, as property damage, covering its activities under this Lease, and shall provide evidence of such insurance to THE CITY prior to execution of this Lease.

21. **LEASE ALTERATIONS AND AMENDMENTS.** This Lease may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

22. **CANCELLATION AND TERMINATION.** The parties agree that this Lease may be cancelled and terminated by either party upon 60 days prior written notice to the non-terminating party, in which event rent for that period shall be prorated, as necessary, to the date of termination.

23. **REMEDIES FOR DEFAULT.** When a default of any of the terms of this Lease occurs, THE CITY may thereafter reenter and take possession of the Property and/or terminate this Lease, remove all of LESSEE's personal property, and store the same in a public warehouse at the expense and for the account of LESSEE. In addition, THE CITY may then sublet or re-let the Property and pursue any other remedy allowed by law. Notwithstanding any re-entry or termination of this Lease, LESSEE shall be liable for the rent hereunder, as well as all costs THE CITY incurs by reason of re-entry, protecting or caring for the Property or subletting or re-letting the Property, including:

- a. Attorneys' fees.
- b. Brokers' commissions.
- c. All expenses for restoring the Property to its condition as of the beginning date of this Lease.

24. **NOTICE.** Official notices to the parties hereto shall be in writing and directed as follows, or to such other place as either party may designate in writing in advance to the other party:

THE CITY:
City Administrator
City of Buckley
833 Main Street
PO Box 1960
Buckley, WA 98321

LESSEE:
Tom Chess
Chess Construction, LLC
PO Box 310
Buckley, WA 98321

25. **ORDER OF PRECEDENCE.** In the event of an inconsistency in the terms of this Lease, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable Washington state and federal statutes and rules.
- b. This Lease.
- c. Any other provision of this Lease, including Exhibits and other materials incorporated by reference.

26. **GOVERNING LAW and VENUE.** This Lease shall be construed, interpreted and enforced pursuant to the laws of the State of Washington. Venue shall be in Pierce County.

27. **SEVERABILITY.** If any provision of this Lease or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Lease which can be

given effect without the invalid provision, if such remainder conforms to the requirement of applicable law and the fundamental purpose of this Lease, and to this end the provisions of this Lease are declared to be severable.

28. **ORDINARY MEANING.** The terms of this Lease shall be given their ordinary meaning and shall not be presumed construed in favor of or against either party.

29. **WAIVER.** A failure by either party to exercise its rights under this Lease shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Lease unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Lease.

30. **ASSURANCES.** The parties agree that all activity pursuant to this Lease will be in accordance with all applicable current or future federal, state and local laws, rules and regulations.

31. **ENTIRE LEASE.** This Lease contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Lease shall be deemed to exist or to bind any of the parties hereto.

This Lease is executed by the persons signing below who warrant that they have the authority to do so.

- Exhibit A: Property Description
- Exhibit B: Property Map
- Exhibit C: Property Condition Assessment
- Exhibit D: Lease Rates

CHESS CONSTRUCTION, LLC

CITY OF BUCKLEY

Signature

Pat Johnson

Title

Date

Mayor _____
Date

STATE OF WASHINGTON)
) ss.
County of Pierce)

On this ____ day of _____, 2018, the person known to me to be Tom Chess came before me and said person acknowledged that he/she signed this instrument, on oath stated he/she was authorized to execute the instrument and acknowledged it as the Owner of Chess Construction, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

NOTARY PUBLIC in and for the State of
Washington, residing at _____.

My commission expires _____.

DRAFT

EXHIBIT A
DESCRIPTION

AGRICULTURAL LAND LEASE
BETWEEN
CITY OF BUCKLEY
AND
CHESS CONSTRUCTION, LLC (TOM CHESS)

PROPERTY DESCRIPTION:

Leased area includes Parking Area #1 all as shown on the map(s) in Exhibit B.



Chess Lease Area
Write a description for your map.

- Legend**
- Bldg
 - Field J - 1.50 acres
 - Parking/Storage
 - Untitled Path
 - Untitled Polygon

(Old Calf Barn)

Parking/Storage #1

Parking/Storage #2

Parking/Storage #3

Parking/Storage #4

Field J - 1.50 acres



Exhibit D Lease Rates **City of Buckley Ag Land Lease (Chess) May, 2018**

Lease Area	Facilities	Rate/Each	Annual Amount
Buildings/Facilities	1	\$750	\$750.00
Total Rate	1		\$750.00
Leasehold Excise Tax			\$96.30
Proportionate Utility	Per Bldg		
Annual Power/Bldg (N/A	\$0.00	\$0.00
Annual Water/Bldg	N/A	\$0.00	\$0.00
Total Annual Rent and Tax			\$846.30

Payment Schedule

Due Date	Rent	LE Tax:	Utilities	Total	Late Rent Penalty
May 1, 2018	\$750.00	\$96.30	\$0.00	\$846.30	\$50.78
Totals	\$750.00	\$96.30	\$0.00	\$846.30	\$50.78
Due Date - 2nd Year	Rent	LE Tax:	Utilities	Total	Late Rent Penalty
May 1, 2019	\$761.25	\$97.74	\$0.00	\$858.99	\$51.54
Totals	\$761.25	\$97.74	\$0.00	\$858.99	\$51.54



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Mariglobal Inc. Rezone- Hearing Examiner Recommendation and request for approval.	Agenda Date: May 8, 2018		AB18-045
	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 – Joanne Starr		
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Julie Bevaart		
	Planning Dept – Kathy Thompson	X	X
	Police Dept – Chief Arsanto		
Municipal Court – Jessica Cash			
PW/Utilities – Chris Banks			
Attachments: Council Memo, City Staff Report, Hearing Examiner Report and Recommendation			
SUMMARY STATEMENT: The applicant is requesting a rezone of a portion of a neighboring parcel in order to finalize a boundary line adjustment. The rezone will designate the portion, referred to as the “transfer area”, from Sensitive to R-20,000. The comprehensive plan designation for both the subject parcel and the transfer area is Urban Low Density (ULD); the rezone and boundary line adjustment will be consistent with the city’s comprehensive plan. Additionally, it will eliminate what the city sees as a spot zoning issue.			
COMMITTEE REVIEW AND RECOMMENDATION: HE			
RECOMMENDED ACTION: MOTION to approve the rezone of a portion of land between the Mariglobal Inc. parcel and the Copperwynd subdivision.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

CITY OF BUCKLEY

P.O. Box 1960 ♦ Buckley, WA 98321 ♦ (360) 761-7801

<http://www.cityofbuckley.com/>; <http://www.codepublishing.com/WA/Buckley/>

MEMO



To: Mayor Pat Johnson
City Council Members
From: Associate Planner Leticia Wallgren
Date: May 2, 2018
Re: Mariglobal Rezone; File # RZ-17-0001

Mayor Johnson and Members of the City Council,

Attached are two documents; the first is the city staff report presented to the hearing examiner and the second is the report and recommendation from the hearing examiner to the city council. See below for a summary, history, and timeline of the subject project referred to as the Mariglobal Rezone. Detailed information can be found in the attached staff report and hearing examiner report & recommendation.

- **May 2015**: A building permit and application was submitted by the previous owner with Mariglobal Inc. as a co-applicant. The use, historically, was agriculture; the use will be continued.
- **July 2016**: Mariglobal Inc. completed the purchase of the subject parcel.
- **Early 2017**: After review of a survey submitted by the applicant, the city discovered encroachments onto a neighboring parcel. The encroachments were buildings constructed by the previous owner whom, we assume, was unaware that the area where the encroachments were discovered was not a part of his lot. The encroachments include a shed and the corner of a building. This could be remedied by either tearing down the buildings or moving the lot line.
- **March 2017**: Mariglobal Inc. applied for a Boundary Line Adjustment (BLA) in order to absorb the small slice of land between their parcel and the Copperwynd subdivision; this also happens to be the portion of land where the encroachments were discovered. See page 1 of the city staff report for a visual representation. The area labeled “transfer area” is the only portion of parcel B to be absorbed by parcel A (the Mariglobal parcel). During review of the BLA, it was discovered that parcel A and parcel B contained two different zoning designations resulting in the need for a rezone of the transfer area. The BLA has undergone a complete review and is approved contingent on the approval of the rezone.
- **November 2017**: Mariglobal Inc. applied for a rezone. The site-specific rezone is a quasi-judicial process that requires a hearing and a recommendation from the hearing examiner to the legislative body; in this case, the legislative body is the city council.
- **March 2018**: A hearing was conducted on March 28, 2018. The hearing included a presentation by associate planner, Leticia Wallgren who presented the findings in the staff

report to deputy hearing examiner, Terrence McCarthy. There was no public comment on the rezone aside from general inquiries.

- **April 2018**: The Report & Recommendation was received from the office of the hearing examiner on Tuesday, April 24, 2018.
- **May 2018**: The Report & Recommendation and the Rezone Proposal are before the City Council for approval.

Recommendation

A detailed statement of the findings, conclusion, and recommendation can be found on pages 3x-7x of the hearing examiner's report. A summary of the recommendation is as follows:

“It is the recommendation of the Hearing Examiner to the City Council that the applicant's request for a site rezone should be found to be consistent with the goals and policies of the Comprehensive Plan and the Buckley Municipal Code and should be granted subject to the above [in this memo, they are listed below] conditions.”

Conditions:

1. The recommendation set forth herein is based upon representations made and exhibits, including plans and proposals submitted at the hearing conducted by the hearing examiner. Any substantial change(s) or deviation(s) in such plans, proposals, or conditions of approval imposed shall be subject to the approval of the hearing examiner and may require further and additional hearings.
2. The authorization granted herein is subject to all applicable federal, state, and local laws, regulations, and ordinances. Compliance with such laws, regulations, and ordinances is a condition precedent to the approvals granted and is a continuing requirement of such approvals. By accepting this/these approvals, the applicant represents that the development and activities allowed will comply with such laws, regulations, and ordinances. If, during the term of the approval granted, the development and activities permitted do not comply with such laws, regulations, or ordinances, the applicant agrees to promptly bring such development or activities into compliance.

CITY OF BUCKLEY

P.O. Box 1960 ♦ Buckley, WA 98321 ♦ (360) 761-7801

<http://www.cityofbuckley.com/>; <http://www.codepublishing.com/WA/Buckley/>



REZONE STAFF REPORT

Project name: Mariglobal Inc. Rezone Request
File number: R-17-0001

I. Introduction.

To. Hearing Examiner
From. Associate Planner Leticia Wallgren
Subject. Staff Advisory Report: Findings, Conclusions, and Recommendations
Hearing. Wednesday, March 28, 2018 at 9am
City of Buckley Multi-Purpose Center
811 Main Street
Buckley, WA 98321

Proposal. Rezone portion of large parcel zoned “Sensitive” that lies between two residentially zoned parcels to effect a boundary line adjustment.

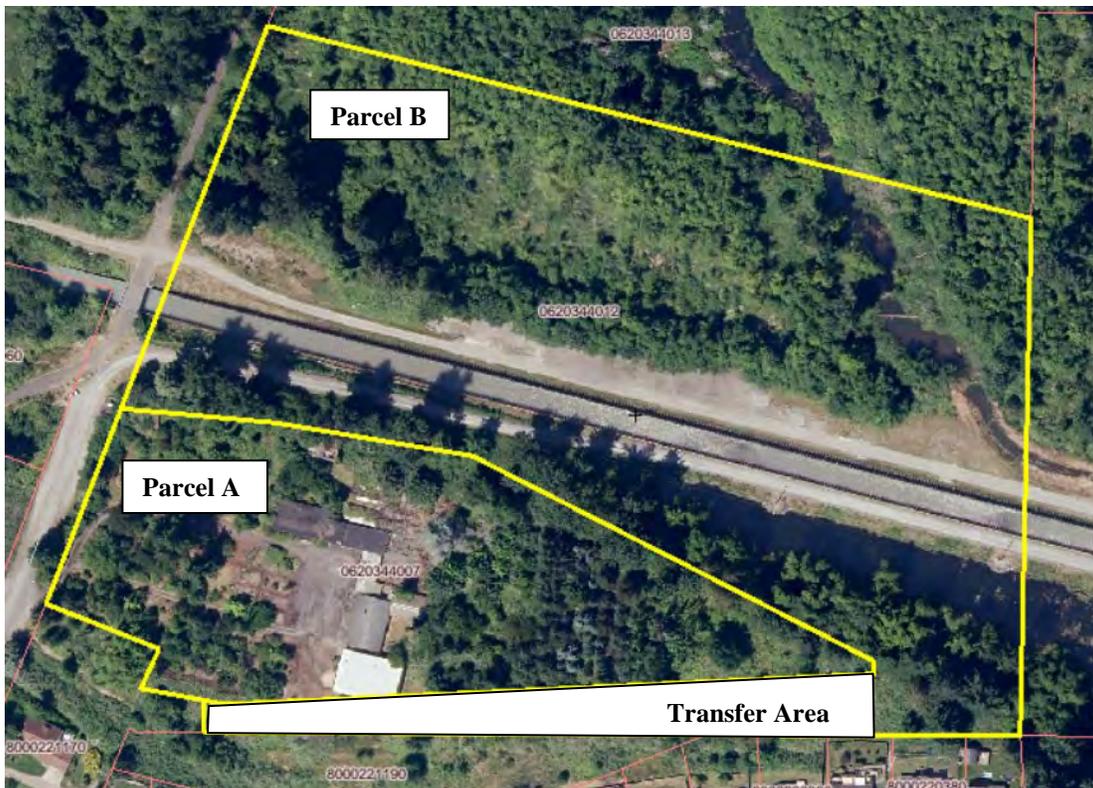


Figure 1. Subject area including Parcel A, Parcel B, and the transfer area.

II. Basic Information.

A. Application Information.

1. Applicant.

Mariglobal Incorporated.

2. Contact and Contact Information.

Larry Wagner.

253.230.4531

Larrywagner1234@aol.com

3. Location, Address, Parcel Number, and RTSQ/q.

- a. The area to be rezoned is between the property owned by the applicant and the Copperwynd plat.
- b. The Mariglobal parcel (parcel A) is located at 646 N. River Ave
The Cascade parcel (parcel B) does not have an address but it is also located on N. River Ave.
- c. Parcel A: 0620344007 (Mariglobal Parcel); Parcel B: 0620344012 (Cascade Parcel)
- d. Both parcels' RTSQ/q: 06203444

B. Lot information.

1. Land Use.

The previous use of parcel A was agricultural; Mariglobal will be continuing the use as marijuana grow-operation, which was considered "agricultural" at the time of building permit application. Mariglobal is vested in the agricultural use and therefore not subject to the current requirements related to the production of marijuana. The previous and continued use of parcel B is vacant undeveloped land, although prior owners of Parcel A constructed a storage shed on this portion of Parcel B for Parcel A's agricultural use.

2. Lot Size and Characteristics.

Parcel A: 4.88 acres (212,576 sf)

Parcel B: 12.44 acres (541,886 sf)

Transfer area: 41,553 sf.

3. Terrain & Vegetation.

- a. The terrain of parcel A is relatively flat with the majority of the soil being Buckley loam. Much of the parcel is covered with trees, shrubs and grasses typical and characteristic of those generally found in Buckley.
- b. The terrain of parcel B is mostly flat with the exception of the downslope leading to the flume; the majority of the soil of this lot is pilchuck fine sand. Parcel B sits at a slightly lower elevation than parcel A. It is also covered with trees, shrubs and grasses typical and characteristic of those generally found in Buckley.

4. Neighboring Zoning & Land Use.

- a. The land to the west is zoned Public (P) and is currently vacant and undeveloped.
- b. The land directly south is a single family development, Copperwynd, zoned R-8000, a residential zone.
- c. The land to the north and the east is land designated Sensitive (S); this land is currently vacant and undeveloped.

5. History.

- a. Parcel A, previously known as Buckley Nursery, was acquired by Mariglobal Inc. in June of 2016. The parcel contains several buildings which are designed for commercial agricultural use; the oldest of the three buildings was built in 1970. The site also contains three sheds along the outside borders which were likely added at a later date; specific details about the sheds are unknown.
- b. Parcel B was acquired by Cascade Water Alliance from Puget Sound Energy in December of 2009; the lot is vacant and undeveloped.

C. Zoning/Comprehensive Plan Designations.

*Note: no changes to take place in either zoning designation aside from the transfer area which is the portion of land between parcel A and the Copperwynd development. The proposed zoning designation of the transfer area is R-20,000.

Parcel	Existing zoning	Proposed zoning	Comprehensive plan designation
Parcel A	R-20,000	R-20,000	Urban Lower Density
Parcel B*	Sensitive	R-20,000	Urban Lower Density

*Only the transfer area (the portion of land between parcel A and the Copperwynd development) is subject to the rezone request.

D. Noticing Information

1. Public Participation and/or Notification.

- a. Notice of Application (NoAp) was mailed to property owners within 300-feet on December 13, 2017. NoAp was posted at city posting locations including the city website on December 13, 2017. The NoAp was published in the Wednesday, December 20, 2017 legal section of the Enumclaw Courier Herald.
- b. Public Hearing Notice and proposal description published in the Wednesday, March 7, 2018 legal section of The Enumclaw Courier Herald, posted on the City Bulletin Boards and city website on March 7, 2018.

- c. The SEPA threshold determination of non-significance (DNS) was issued on February 14, 2018 with a comment period ending February 28, 2018. The DNS was mailed to property owners within 300-feet, posted in city posting locations and published in the Enumclaw Courier Herald on February 14, 2018.

III. Code Review

A. Section 19.52, Zoning Code Amendments.

1. Process.

19.52.010 Determination – Final action.

In determining what, if any, amendments to this title are to be adopted, the city council shall give due consideration to the proper relationship of such amendments to the comprehensive plan and to this entire title, it being the intent to retain the integrity and validity of the zoning districts herein described, and to avoid any isolated spot zoning changes in the zoning map. Any amendments adopted by the council may be modified from the form in which they were advertised within the limits necessary to relate properly such amendment or amendments to this title. Final action on such modifications shall be subject to review and report of the planning commission prior to final passage by the council. (Ord. 22-08 § 1 (Exh. A), 2008; Ord. 22-05 § 1, 2005; Ord. 652 Art. 9(12), 1961). *The rezone would change the zoning designation in the transfer area of parcel B from Sensitive (S) to R-20,000, a residential zone. The primary purpose in changing the designation is to facilitate a Boundary Line Adjustment (BLA) in which an application is pending. The change would be consistent with the implementation of the Comprehensive Plan because the comp. plan designation will not be affected. With the comp. plan designation remaining Urban Low Density (ULD) in the transfer area, the lots will maintain the integrity and validity of their zoning districts. In addition, the proposal will not contribute to any isolated spot zone change; the transfer area will be absorbed by parcel A and assume the same zoning classification.*

2. 19.52.020 Priority of first application.

No application for a change of zoning of any lot, parcel or portion thereof shall be considered by the council within one year of the final action of the council upon a prior application covering any of the same described land. This provision, however, shall not impair the right of the council to propose any amendment of change in the boundaries of any of the districts in this title on its own motion. (Ord. 22-08 § 1 (Exh. A), 2008; Ord. 22-05 § 1, 2005; Ord. 652 Art. 9(12), 1961). *The affected lots have not been rezoned in the past year.*

3. 19.52.030 Conditional rezone – Approval.

As a condition precedent to the rezone of any parcel of land, the council may require that within a specified period of time an acceptable building permit application must be submitted for the use intended in the rezone application, and that failure to submit said building permit application and to start construction within a specified period of time will result in the rezone automatically becoming null and void and the property reverting back to the zone that existed at the time of the rezone application; provided, the council may extend any time limits set forth in the ordinance granting a conditional rezone if the application for extension is timely

made, good cause is shown why the extension is necessary, and the proposed use remains consistent with the comprehensive plan as in effect at the time the extension is requested. Good cause shall relate to factors beyond the control of the applicant and inadequate financing shall not be considered a good cause. (Ord. 22-08 § 1 (Exh. A), 2008; Ord. 22-05 § 1, 2005; Ord. 20-84 § 1, 1984). ***The applicant submitted an application for a Boundary Line Adjustment (BLA) on March 23, 2017. Over time, the supporting documents were submitted and the BLA was approved contingent upon the approval of the rezone. If and when the rezone is approved, the BLA is ready to be recorded. The applicant also submitted a building permit application for the remodel of one of the buildings on site. The applicant has plans to complete the buildings on site in three phases over an unspecified length of time; however additional use (aside from the existing building) of the transfer is not anticipated and has been restricted by the city until the BLA is finalized.***

4. 19.52.040 Conditional rezone – Concomitant agreement.

The council may, as a condition of any rezone, require the execution of an agreement concomitant to the rezone ordinance. The concomitant agreement may include such conditions as the council deems necessary in order to neutralize the impact of the proposed property usage upon public services, including streets, parks, utilities and other public services. The concomitant agreement may include both on-site and off-site improvements. The failure to comply with the terms of said concomitant agreement shall result in the rezone immediately becoming null and void and the property reverting to the zone that existed at the time of the rezone application. In the alternative, the council may require specific performance of the agreement. (Ord. 22-08 § 1 (Exh. A), 2008; Ord. 22-05 § 1, 2005; Ord. 20-84 § 2, 1984). ***No conditions to the rezone are anticipated.***

5. 19.52.050 Conditional rezone – Indication on zoning maps.

If a rezone is conditionally granted under the provisions of this chapter, then the zoning map shall reflect the rezone subject to compliance with certain conditions, and the date for compliance shall be written upon the zoning map. A certified copy of the conditional rezone ordinance and the concomitant agreement, if applicable, shall be filed for record with the Pierce County auditor. ***No conditions to the rezone are anticipated.***

B. Case Law.

The procedures for quasi-judicial and legislative rezones are slightly different.

- a. In our code, the hearing examiner reviews quasi-judicial rezones and the planning commission reviews legislative rezones. Both reviewing entities make recommendations to the city council for a decision.
- b. In quasi-judicial reviews, the appearance of fairness doctrine applies; in legislative rezones it doesn't.
- c. In quasi-judicial reviews, only one public hearing can be conducted; in legislative rezones, any number of hearings may be conducted.
- d. Quasi-judicial, or site-specific, rezones must show the following:

“Washington appellate courts have imposed some rezone criteria, requiring that the proponents of a rezone must establish that conditions have substantially changed since the original showing and that the rezone must bear a substantial relationship to the public health, safety, morals or welfare. *See Ahmann-Yamane, LLC v. Tabler*, 105 Wn. App.

103, 111 (2001). If a rezone implements the Comprehensive Plan, a showing that a change of circumstances has occurred is not required. *Id.* at 112.”

- i. Changed conditions. The area subject to rezone was used in the past by the previous owner or Parcel A in the mistaken notion that he owned it. In recent times, ownerships of both parcels changed. Both parties want to “clean up” the parcel lines to create no “S” zone between the two residential zones. The city concurs with this desire.*
- ii. Comprehensive plan designations for both zones remain the same.*

C. Zoning Classification

19.20.040 R-20,000 residential zone.

- (1) Intent and Purpose. The R-20,000 zone is intended to preserve or provide for large urban lots to serve as a transition from rural densities outside the urban growth area. Parcels within this zone are in areas of known or suspected geological or hydrological restriction. ***The prior zoning designation of parcel A was Residential Agricultural (RA). This classification allowed the use of general agricultural which included the previous commercial use as a plant nursery. Even though parcel A is now in a residential zone, legal nonconforming use may continue pursuant to BMC 19.36.020 which states that buildings and uses which were legal at time of construction or initiation of use may continue. Should the rezone be approved, the use will be allowed within the transfer area.***
- (2) Performance Standards – Dimensional Requirements.
 - (a) Lot Area and Coverage.
 - (i) Lot Area. The minimum lot area for a single-family detached dwelling shall be 20,000 square feet except as permitted within a residential cluster development. ***Existing and proposed conditions are compliant.***
 - (ii) Lot Coverage. The maximum lot coverage of the primary dwelling unit shall be 25 percent, not including outbuildings or accessory dwelling units. The maximum lot coverage of all structures shall be 35 percent. The maximum of all impervious coverage, including driveways and sidewalks and related impervious surfaces, shall be 45 percent. Sustainable permeable driveways, decks, patios and other on-site permeable surfaces shall not be included in the impervious surface calculations. ***Existing and proposed conditions are compliant.***
 - (iii) Floor Area Ratio. The second story of single-family residences shall be smaller than the first story by 10 percent of the first floor area (square footage) footprint excluding attached garage, unless the bulk of the living space is located above the attached garage. ***Not applicable.***
 - (b) Lot Dimensions. The minimum dimensions for any new lot or parcel shall be:
 - (i) Minimum lot width: 70 feet, except as allowed in flag lots. ***Existing and proposed***

conditions are compliant.

(ii) Minimum lot depth: 125 feet. *Existing and proposed conditions are compliant.*

(c) Setback Requirements. The minimum setback requirements shall be:

(i) Front yard: 20-foot front yard, except where a front porch consisting of more than or equal to two-thirds of the total length of the living space of a house with a minimum six feet in depth exists, then the minimum front yard setback shall be 14 feet to the front of the porch. *Existing and proposed conditions are compliant.*

(ii) Twelve-foot side yard. *The existing shed is assumed to be legally established because the city has no documentation to prove that it wasn't; therefore it meets the nonconforming status of BMC 19.36 and does not need to be moved at this time; any repairs that exceed the value mentioned in BMC 19.36 will require it to conform to the setbacks in effect at the time of the repair.*

(iii) Thirty-five-foot rear yard. *Existing and proposed conditions are compliant.*

(vi) Accessory Buildings and Uses. Accessory structure(s) may be permitted subject to the permitted uses in BMC [19.20.130](#) and the performance standards of BMC [19.22.120](#) and [19.22.130](#), and also subject to provision of a minimum 10-foot clearance between each structure and the principal dwelling. *The accessory structures will be reviewed during the site plan review process.*

(vii) Off-street parking requirements shall be per Chapter [19.28](#) BMC. (Ord. 15-17 § 2, 2017; Ord. 22-08 § 1 (Exh. A), 2008; Ord. 22-05 § 1, 2005. Formerly 19.20.030). *Off-street parking is as required in BMC 19.34.*

19.20.120 S environmentally sensitive area.

(1) Intent and Purpose. The purpose of the sensitive zone is to protect, conserve, and manage sensitive areas next to the shoreline, provide for recreation and public use in conjunction with the shoreline master program, to sustain the existing natural character of these sensitive areas, preserve or enhance the natural environment, and allow careful development of these areas for public enjoyment and recreation. Development in this zone should cause no net loss to shoreline functions. *The most notable environmental sensitivity exists in the north portion of parcel B where there is a wetland (see figure 2). The transfer area for the rezone is over 400 feet from the wetland. The building closest to the development in the subject area is over 300 feet away. The rezone should not affect the wetland.*



Figure 2. The area in pink indicates a wetland on Parcel B.

- (2) Lot Area and Coverage. No minimum requirements for lot area or lot coverage. **Noted.**
- (3) Lot Dimensions. No minimum requirements. **Noted.**
- (4) Setback Requirements. ***If the rezone is approved, the setback requirements will be pursuant to the requirements of the zone in which it is approved.***
 - (a) Required building setbacks shall be 15 feet from the required critical area buffer. ***All buildings in the subject area are more than 300 feet from the wetland.***
 - (i) If no critical area exists in the construction site area, setbacks shall be in accordance with building code requirements. **Noted.**
 - (b) Building setbacks from rights-of-way shall be 10 feet to allow for utility easement in the rights-of-way. ***The transfer area contains no portion within a right-of-way.***
- (5) Parking Requirements. Off-street parking requirements shall be as specified under Chapter [19.28](#) BMC. ***There will not be parking within the transfer area.***
- (6) Roads and Utilities. Standards for street and utility construction shall be as specified under Chapter [17.08](#) BMC, except that development shall cause no net loss to shoreline functions; any waiver requests to alter standards shall be considered with the overriding Shoreline Management Act goal for no net loss of shoreline functions. (Ord. 01-13 § 8, 2013; Ord. 01-12 § 12, 2012; Ord. 22-08 § 1 (Exh. A), 2008; Ord. 22-05 § 1, 2005). ***There are utilities available in the subject area but they do not necessarily apply to this rezone.***

D. Buckley Comprehensive Plan

1. Element 1, Land use; goals & Policies.

- . **Policy 1.1.3** With all new development and redevelopment, the city should carefully consider the way buildings, streets, and the spaces between them relate to one another, and strive to create a vibrant, welcoming urban environment. *The rezone will allow for the transfer area to become part of parcel A which means that, upon approval, parcel A will abut the Copperwynd development to the south. To the north and to the east, is vacant undeveloped land and directly west is River Ave; across River Ave. is vacant undeveloped land. The existing facility on parcel A is surrounded by thick vegetation barrier such as trees, shrubs and grasses. In the case of such a facility, separating uses is purposeful and intentional.*
- . **Goal 1.2** The city should carefully consider critical areas and their buffers before areas are designated for development. Development potential should be preserved by allowing smaller lots in the non-critical areas to reduce the loss of density. If preservation is not possible, development should protect the critical areas and augment or replace the area before construction is permitted. *There is a wetland in subject area; the buildings on parcel A are separated from the wetland by approximately 320 feet. The rezone should not affect the wetland.*
- . **Policy 1.2.2** Identify and preserve an integrated system of open space corridors and/or buffers to provide definition between critical areas and intensive land uses through cooperation with groups such as land trusts or environmental protection organizations. *The applicant submitted a SEPA checklist with the rezone application; Comments from the Department of Ecology and the Tacoma-Pierce Department of Health indicated no further action was needed on a previously documented environmental issue.*
- . **Policy 1.3.1** Protect and restore biodiversity and of supporting habitats in order to enjoy the benefits of important ecosystem services. *The applicant submitted a SEPA checklist with the rezone application; city staff issued a determination of non-significance (DNS) on February 14, 2018.*
- . **Policy 1.3.2** Identify and protect wildlife corridors before and during land development by using development restrictions, public education, and incentives. *The applicant submitted a SEPA checklist with the rezone application; city staff issued a determination of non-significance (DNS) on February 14, 2018. Comments from the Department of Ecology and the Tacoma-Pierce Department of Health indicated no further action was needed on a previously documented environmental issue. Further, the applicant is subject to comply with all environmental standards set forth to by the State of Washington, State agencies, and the City of Buckley.*
- . **Policy 1.5.2** Development in the city should promote livability through the following:
 - . 3. Development should limit stress factors such as noise, traffic, and damage to existing ecology. *The applicant submitted a SEPA checklist with the rezone application; city staff issued a determination of non-significance (DNS) on February 14, 2018.*
- . **Policy 1.9.3** Development approvals should be contingent upon facilities already being in place as the development occurs. The following actions constitute development: a building permit, subdivision approval, rezoning, shoreline permit, variance, or any other official action that affects the development of land. Provision for development application review and the timing of the actual impacts caused by

the different types of developments should be adopted in the city's concurrency management system as part of the land development regulations. *If the rezone is approved, the transfer area will become part of parcel A which has established utilities.*

- . **Policy 1.9.4** Land developers should be financially responsible for onsite and off-site improvements that reduce direct impacts of the development. These improvements **may** include, but are not limited to, street improvements, installation of traffic safety features, paths and/or sidewalks, utility construction, utility capacity expansion, and drainage ways. *Improvements will be addressed at the time of Site Plan Review.*
- . **Policy 1.9.6** The city should not issue development permits that result in a reduction of the level of service (LOS) standard for the public facilities identified in the capital facilities element. *Noted.*

2. Element 2, Housing; goals and policies.

- . **Policy 2.1.6** Existing farms and residences should be protected by provision of buffers, fences, and distances. *The existing facility on proposed parcel A (including transfer area) is surrounded by vegetation barrier such as trees, shrubs and grasses. No fence barrier exists but it's possible that the construction of a fence or some form of barrier will be recommended as a condition at the time of Site Plan Review.*
- . **Goal 2.6** Encourage open space dedication and green building techniques in new construction. *The applicant's plans indicate that several existing buildings will be reused including one building within the transfer area.*

3. Element 3, Economic Development; goals and policies.

- . **Goal 3.1** Promote, develop, and enhance a strong and sustainable economic climate. *The rezone will facilitate commercial development in Buckley.*
- . **Goal 3.7** Ensure regulation balances economic growth with the quality of life and the environment. *The rezone will facilitate commercial development in Buckley while considering environmental elements. The SEPA process was used to navigate the environmental element of the rezone; city staff issued a determination of non-significance on February 14, 2018.*

4. Element 4, Urban design; goals and policies.

This element contains no goal or policy pertinent to this rezone.

5. Element 5, Transportation (2005 comp plan); goals and policies.

This element contains no goal or policies pertinent to this rezone.

6. Element 6, Parks & recreation; goals and policies.

This element contains no goal or policies pertinent to this rezone.

7. Element 7, Capital facilities (2005 comp plan); goals and policies.

This element contains no goal or policies pertinent to this rezone.

8. Element 8, Utilities (2005 comp plan); goals and policies.

There are utilities available in the subject area that do not necessarily apply to this

rezone. This element contains no goal or policies pertinent to this rezone but likely does contain goals or policies pertinent to the project as a whole.

IV. CONCLUSIONS & STAFF RECOMMENDATION.

. Comprehensive Plan

The proposal meets the listed goals and policies of the comprehensive plan.

. Buckley Municipal Code

Based upon a review of facts and findings staff determined that the rezone would be consistent with Buckley Municipal Code.

Based upon a review of facts and findings, staff determined that the proposal would be consistent with the comprehensive plan and Buckley Municipal Code; the city seeks a recommendation from the hearing examiner to the city council.

Leticia Wallgren, Associate City Planner

Date

OFFICE OF THE HEARING EXAMINER

CITY OF BUCKLEY

REPORT AND RECOMMENDATION

FILE NO.: R-17-0001
MARIGLOBAL INC., REZONE

APPLICANT: Mariglobal Incorporated
Attn: Larry Wagner
7609-157th Street East
Puyallup, WA 98375

PLANNER: Leticia Wallgren, Associate Planner

SUMMARY OF REQUEST:

The applicant is requesting a rezone of a portion of a large parcel located on North River Avenue in Buckley. The site does not have an address. The Comprehensive Plan designation for the area where it is located is Urban Low Density. The site is zoned Sensitive. The portion which the applicant is request be rezoned is located between two parcels of property which are zoned R-20.

SUMMARY OF RECOMMENDATION: Recommended, subject to conditions.

DATE OF RECOMMENDATION: April 24, 2018

PUBLIC HEARING:

After reviewing the Planning Department Staff Report and examining available information on file with the application, the Examiner conducted a public hearing on the request as follows:

The hearing was opened on March 28, 2018, at 9:00 a.m.

Parties wishing to testify were sworn in by the Examiner.

The following exhibits were submitted and made a part of the record as follows:

- EXHIBIT "1"** - **Planning Department Staff Report**
- Att. "1"** - **Application Materials**
- Att. "2"** - **Notices**
- Att. "3"** - **SEPA**
- EXHIBIT "2"** - **Power Point Presentation**

The Minutes of the Public Hearing set forth below are not the official record and are provided for the convenience of the parties. The official record is the recording of the hearing that can be transcribed for purposes of appeal.

LETITIA WALGREEN, associate planner, appeared and briefly summarized the Staff Report and its attachments. The site in question has a highly unusual configuration. As set out in the Staff Report, this request involves two parcels of property. Parcel B, which is zoned Sensitive, almost completely encompasses Parcel A, which is zoned R-20. The property to the south of Parcel A is also zoned R-20. The area in question for rezone is a slice of property between Parcel A on the north side, which is zoned R-20, and the property to the south, which is also zoned R-20. The photograph on page 1 of the Staff Report outlines the configuration of the property, which is difficult to describe. The historical use of the site has been agricultural. In May of 2015, the applicant, Mariglobal, Inc., submitted a building permit application. At that time, staff discovered that Parcel A had buildings encroaching on the slice of property (Parcel B) which is zoned Sensitive. The applicant thought that this narrow slice of property which is zoned Sensitive, belonged to Parcel A and had customarily treated as a portion of Parcel A. Upon learning that the slice of property did not belong to Parcel A, the applicant moved for a boundary line adjustment, which was granted subject to a rezone. A rezone is necessary because Parcel B is zoned Sensitive and this thin slice of property is attached to Parcel B and not Parcel A, as most thought it was. The boundary line has been approved subject to a rezone application being granted. Basically, this thin slice of property because of the configuration of the site appears almost like spot zoning, which is to be avoided according to all experts. Staff has reviewed this request subject to the City's ordinances and case law. Based upon staff's review of facts and findings, staff has determined that the proposal is consistent with the Comprehensive Plan and the Buckley Municipal Code and therefore requests that the Hearing Examiner recommend to the City Council that the rezone be approved.

CHAD STEWARD appeared on behalf of the applicant. The applicant is in agreement with the Staff Report.

No one spoke further and the Examiner took this matter under advisement. The hearing was concluded at 9:10 a.m.

NOTE: A complete record of this hearing is available in the office of the City of Buckley Planning Department.

FINDINGS, CONCLUSIONS, AND RECOMMENDATION:

FINDINGS:

1. The Hearing Examiner has admitted documentary evidence into the record, heard testimony, read the Staff Report and attachments, and taken this matter under advisement.
2. Notice of application was mailed to property owners within 300 feet, but no less than two parcels deep, on December 13, 2017. Notice of the application was posted at City posting locations including the City website on December 13, 2017. Notice of the application was published on Wednesday, December 20, 2017, in the legal section of the Enumclaw Courier Herald. Public hearing notice and proposal description was published in the Wednesday, March 7, 2018, legal section of the Enumclaw Courier Herald and posted on City Bulletin Boards and the City website on March 7, 2017.
3. The SEPA threshold Determination of Non-Significance was issued on February 14, 2018, with a comment period ending on February 28, 2018. The DNS was mailed to property owners within 300 feet, but not less than two parcels deep, posted to City posting locations, and published in the Enumclaw Courier Herald on February 14, 2018.
4. The Staff Report with its attachments appropriately identifies the issues, findings, conclusion and recommendations and is hereby incorporated by reference as though fully set forth.
5. The applicant is requesting a rezone of a narrow slice of property located between 646 North River Avenue and Copperwynd plat. This site has been used for agricultural purposes and under the rezone will be continued as a marijuana grow-operation, which was considered agricultural at the time of the building permit application. The applicant, Mariglobal, Inc., is vested in agricultural use and therefore not subject to current requirements governing marijuana agriculture.
6. The thin slice of property that the applicant is requesting be rezoned is part and parcel of a large, 12.44 acre site located on North River Avenue. The site has no street address. The area to be transferred is 42,553 square feet and from all appearances, it belongs to a site located at 646 North River Avenue and has been historically treated as part of 646 North River Avenue as the previous owners had built sheds on this thin slice of property belonging to the unaddressed parcel of property on North River Avenue.

7. The terrain of 646 North River Avenue is relatively flat with a majority of the soil being Buckley loam. Much of the parcel is covered with trees, shrubs, and grasses, typical and characteristic of those found in Buckley. The narrow slice has a very similar terrain, whereas the unaddressed parcel is flat with the exception of a downslope leading to the flume. The majority of soil in Parcel B is pilchuck fine sand. It sits at a slightly lower elevation than 646 North River Avenue. Parcel B is covered with trees, shrubs and grasses, typical and characteristic of those generally found in Buckley.
8. The history of 646 North River Avenue is that this parcel was previously known as Buckley Nursery, which was acquired by Mariglobal, the applicant, in June of 2016. The parcel contains several buildings which are designed for commercial agricultural use. The oldest of the three large buildings was built in 1970. The site also contains three sheds along the outside borders which were likely added at a later date. Sheds were also built along the narrow slice of property which the applicant is requesting be rezoned.
9. 646 North River Avenue is zoned R-20. The Comprehensive Plan Designation of 646 North River Avenue is Urban Low Density as is the narrow slice of property which the applicant is requesting be rezoned. However, this narrow slice of property is zoned Sensitive. From all appearances, it looks like this narrow slice of property has traditionally been treated as part of 646 North River Avenue and the City fathers in all probability did not realize it was part of a larger parcel to the North of 646 North Avenue when they adopted the Comprehensive Plan and zoning code.
10. Buckley Municipal Code 19.52.010 which governs rezones provides as follows:

“In determining what, if any, amendments to this title are to be adopted, the city council shall give due consideration to the proper relationship of such amendments to the comprehensive plan and to this entire title, it being the intent to retain the integrity and validity of the zoning districts herein described, and to avoid any isolated spot zoning changes in the zoning map. Any amendments adopted by the council may be modified from the form in which they were advertised within the limits necessary to relate properly such amendment or amendments to this title. Final action on such modifications shall be subject to review and report of the planning commission prior to final passage by the council.”

In this case, this narrow slice of property which almost could be considered the tail of a dog appears to be spot zoning as it is located between two R-20 zoned parcels and it is labeled Sensitive. The Comprehensive Plan designation for both this narrow tail and the 646 North River Avenue parcel is Urban Low Density. So, the request is consistent with the Comprehensive Plan and consistent with the intent of

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the determination to avoid spot zoning. The amendment is consistent with implementation of the Comprehensive Plan, remaining Urban Low Density in the transfer area. The lots will maintain the integrity and validity of their zoning districts and in addition, the proposed amendment will not contribute to any isolated spot changes. In fact, it will avoid what appears to be a spot change. The transfer area will be absorbed into Parcel A, which is zoned R-20.

11. Buckley Municipal Code 19.52.020 governs priority of first application and prohibits the change of zoning of any lot, parcel, or portion thereof within one year of final action of the Council on a prior application covering any land described in the application. This lot has not been rezoned in the past year and so this provision is not applicable.
12. Buckley Municipal Code 19.52.030 governs conditional rezones and authorized that the council may require that, within a specified time period, an acceptable building permit application must be submitted by the applicant for the use intended in the rezone application, and that failure to submit such building permit application and to start construction within that time period would automatically make the rezone null and void. In this particular case, it would seem to be whether or not the applicant submitted a building permit application, this rezone should take effect and the parcels should be combined to avoid the appearance of spot zoning. However, the applicant did submit an application for a boundary line adjustment on March 23, 2017. Over time, the supporting documents were submitted and the boundary line adjustment was approved contingent upon approval of the rezone. If and when the rezone is approved, the boundary line adjustment is ready to be recorded. The applicant also submitted a building permit application for the remodel of one of the buildings on site. The applicant has plans to complete the buildings on site in three phases over an unspecified length of time. However, the additional use of the transfer is not anticipated and has been restricted by the City until the boundary line adjustment is finalized. As previously stated, this rezone is necessary to avoid the strong appearances of spot zoning.
13. Buckley Municipal Code 19.52.050 provides that if a rezone is conditionally granted under the provisions of this chapter, then the zoning map shall reflect the rezone subject to compliance with certain conditions, and the date for compliance shall be written upon the zoning map. As previously stated, this Examiner does not think the conditional rezone is appropriate in this particular case.
14. In examining rezone applications, the governmental body applies the following general rules, according to Ahmann-Yamane, LLC v. Tabler, 105 Wn. App. 103 (March, 2001):

“(1) There is no presumption of validity favoring the action of rezoning; (2) the proponents of rezone have the burden of proof in demonstrating that conditions have substantially changed since the

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original zoning; and (3) the rezone must bear a substantial relationship to the public health, safety, morals or welfare."

See Ahmann-Yamane, LLC, supra, and cases cited therein. An important consideration in considering land use patterns is the effect of the City's Comprehensive Plan. Any zoning designation must be consistent with the Comprehensive Plan. A showing of substantial change of circumstances is not required if the proposed rezone implements policies of the Comprehensive Plan, See Ahmann-Yamane, LLC, supra. In the instant case, a showing of a substantial change of circumstances is not necessary because the change will implement the City's Comprehensive Plan. Staff indicates that this thin slice of property has been used in the past by the previous owner of the 646 North River Avenue site. The owner of the 646 North River Avenue site believed that this thin slice of property was part and property of that site. The owners of both sites want to clean up the parcel lines and this rezone will implement their desires and eliminate a Sensitive a zoning site designation from being located between two residential R-20 sites.

15. Buckley Municipal Code 19.20.120 defines the intent and purpose of the sensitive zone:

The purpose of the sensitive zone is to protect, conserve, and manage sensitive areas next to the shoreline, provide for recreation and public use in conjunction with the shoreline master program, to sustain the existing natural character of these sensitive areas, preserve or enhance the natural environment, and allow careful development of these areas for public enjoyment and recreation. Development in this zone should cause no net loss to shoreline functions.

The transfer area for the proposed rezone is 400 feet from a wetland on the unaddressed parcel. There is no evidence that the proposed rezone will affect the wetland in any way.

16. Staff has reviewed the proposed rezone under the elements of the Buckley Comprehensive Plan on pages 8, 9, 10 and part of 11 of the Staff Report which is hereby incorporated by reference. Their review indicates that the rezone would be consistent with the policies and goals of the Comprehensive Plan.

From the foregoing Findings, the Examiner makes the following Conclusions:

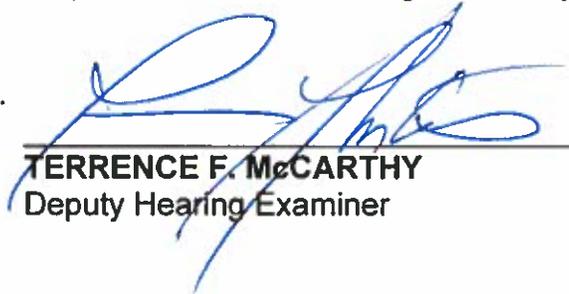
CONCLUSIONS:

1. The Hearing Examiner has jurisdiction to consider the issues presented.
2. The applicant's request for a rezone of a thin slice of property adjacent to the southern border of the site located at 646 North River Avenue is consistent with the requirements for a rezone listed in the Buckley Municipal Code and Comprehensive Plan as well as case law and the request should be granted.
 1. The recommendation set forth herein is based upon representations made and exhibits, including plans and proposals submitted at the hearing conducted by the hearing examiner. Any substantial change(s) or deviation(s) in such plans, proposals, or conditions of approval imposed shall be subject to the approval of the hearing examiner and may require further and additional hearings.
 2. The authorization granted herein is subject to all applicable federal, state, and local laws, regulations, and ordinances. Compliance with such laws, regulations, and ordinances is a condition precedent to the approvals granted and is a continuing requirement of such approvals. By accepting this/these approvals, the applicant represents that the development and activities allowed will comply with such laws, regulations, and ordinances. If, during the term of the approval granted, the development and activities permitted do not comply with such laws, regulations, or ordinances, the applicant agrees to promptly bring such development or activities into compliance.

RECOMMENDATION:

It is the recommendation of the Hearing Examiner to the City Council that the applicant's request for a site rezone should be found to be consistent with the goals and policies of the Comprehensive Plan and the Buckley Municipal Code and should be granted subject to the above conditions.

ORDERED this 24th day of April, 2018.



TERRENCE F. McCARTHY
Deputy Hearing Examiner

7X

TRANSMITTED this 24th day of April, 2018, to the following:

APPLICANT: Mariglobal Incorporated
Attn: Larry Wagner
7609-157th Street East
Puyallup, WA 98375

OTHERS:

Chad Steward
2522 North Proctor Street #282
Tacoma, WA 98406

CITY OF BUCKLEY

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APPEAL PROCEDURES

20.01.260 Appeals.

- (7) Judicial Appeal. BMC 20.01.030 identifies final decisions appealable to superior court (Hearing Examiner decision are identified as going to superior court). In lieu of superior court, some appeals of final decisions are required by state law to be filed in other forums. The appellant bears the responsibility of filing an appeal in the proper forum and no assurances are made as to the accuracy of the forums designated for appeal in Table 1, BMC 20.01.030.
 - (a) The cost of transcribing and preparing all records ordered certified by the court or desired by the appellant for such appeal shall be borne by the appellant.
 - (b) Prior to the preparation of any records, the appellant shall post with the city clerk an advance fee deposit in the amount specified by the city clerk. Any overage will be promptly returned to the appellant.

D. CONSENT AGENDA

**City Council
April 24, 2018**

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

Upon roll call the following Council members were present: Bender, Smith, Leggett, B. Burkett, Wilbanks and S. Burkett. Also in attendance were City Administrator Schmidt, Police Chief Arsanto, Assistant Police Chief Northam, City Planner Thompson, Assistant Planner Wallgren, Public Works Utility Superintendent Banks, Activities Coordinator Lopez, Permit Tech/Public Works Clerk Boyle and Police Sergeant Garrett.

Council member Leggett moved to excuse Council member Tremblay. Council member S. Burkett seconded the motion. Motion carried.

Mayor Johnson stated there is an amended agenda and asked if there were any other changes. **Council member Smith moved to approve the amended agenda as presented. Council member Bender seconded the motion. Motion carried.**

Mayor Johnson swore in Adam Garrett as Police Sergeant. Also, Mayor Johnson presented Permit Tech/Public Works Clerk Boyle with a plaque for her 30 years of employment with the City of Buckley.

CITIZEN PARTICIPATION

None.

STAFF REPORTS

City Planner Thompson stated that she received a decision from the Hearing Examiner on a subdivision just south of the Fire Station.

Public Works Utility Superintendent Banks encouraged all Council members to come take a look at the new Public Works Building, if you haven't already.

MAIN AGENDA

ORD No. 07-18: Amending BMC 3.50 – Street Impact Fee Discounts:

Council member S. Burkett moved to Approve ORD No. 07-18 Amending BMC 3.50 adding Street Impact Fee Discount. Council member Leggett seconded the motion. Upon roll call vote, motion carried 6/0.

ORD No. 08-18: Amending BMC 8.30 – Adding New Sections – Noise Control:

Council member B. Burkett moved to Approve ORD No. 08-18 Amending BMC 8.30 Adding New Sections to Noise Control. Council member Leggett seconded the motion. Upon roll call vote, motion carried 6/0.

Collective Bargaining Agreement – IUOE Local 286:

Council member Smith moved to Approve the Collective Bargaining Agreement between the City and the IUOE Local 286 for 2018 through 2020. Council member S. Burkett seconded the motion. Motion carried.

Bid Award: Police Department Storage Garage:

Council member S. Burkett moved to Award Bid of the Police Department Storage Garage Project to Pinnacle Construction for the bid price of \$54,798.09. Council member Leggett seconded the motion. Motion carried.

Agreement: Dept. of Ecology – Shoreline Master Program (1719):

Council member S. Burkett moved to Approve the Final Agreement for the 2019 SMP Periodic Review Update grant funding. Council member Smith seconded the motion. Motion carried.

Administrative Settlement Letter – River Ave Improvement Project (Fairbanks):

Council member S. Burkett moved to Approve the Administrative Settlement between the City and Mr. & Mrs. Fairbanks for the tree removal for the River Avenue Improvement Project. Council member Leggett seconded the motion. Motion carried.

CONSENT AGENDA

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

Approve Minutes of April 10, 2018 City Council Meeting

Claim check numbers 58302 through 58329, in the amount of \$238,420.66, for the period of April 11, 2018 through April 24, 2018, are hereby approved and ordered paid this 24th day of April, 2018.

COMMITTEE REPORTS

Mayor’s Report:

Mayor Johnson stated she was contacted by the Pierce County Human Services Aging and Disabilities Advisory Board about being on the Board of Directors. She is not able to take on another Board so if any Council members are interested she can get you all the information. Last Wednesday she and Council members Tremblay and Bender attended the Small Cities Connector Meeting in Yelm, and it was very informative.

Administration, Finance & Public Safety:

Council member Leggett stated they will meet May 8th.

Transportation & Utilities:

Council member B. Burkett stated they will meet May 15th.

Community Services:

Council member S. Burkett stated they will meet April 26th.

Council Member Comments & Good of the Order:

None.

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

With nothing further the meeting was adjourned at 7:40 PM.

Mayor

City Administrator

CITY OF BUCKLEY		30-Apr-18	TRANSFER VOUCHER	
From Fund #	NAME	AMOUNT	To Fund #	NAME
	Bars Number			Bars Number
1	General Fund	\$ 252,438.09		Payroll Fund
		\$ 135,641.05		Claims Fund
	597.00.40	\$ 100.00	430	Utility Equip Res
	597.00.65	\$ 416.00	2	Contingency Reserve Fund
				397.00.60
				397.00.10 St Merge
3	GF Cumulative Reserve			
	597.00.30	\$ 2.86	1	G F Investment Interest
				397.00.45 St Merge
4	Cemetery			Claims Fund
	597.00.00	\$ 83.00	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	\$ 1,911.37		Payroll Fund
				Claims Fund
8	Railroad ROW	\$ 2,189.61		Payroll Fund
				Claims Fund
	597.00.50.30		1	GF Insurance Portion
	597.00.00.46	\$ 83.00	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	\$ 165.96	1	G F Investment Interest
	597.10.10.10	\$ 2,778.00	307	Cap Imp Trailhead Parking
	597.10.20	\$ 223.00	430	Utility Equipment Reserve
				397.00.40 St Merge
				397.10.40
				397.00.75
101	Street Operations	\$ 4,352.49		Payroll Fund
		\$ 10,472.07		Claims Fund
	597.00.00	\$ 42.00	430	Utility Equipment Reserve
	597.50.00.30		1	GF Insurance Portion
	597.20.00	\$ 4,000.00	1	GF Administration
	597.30.00	\$ 1,000.00	102	Street Capital Improvement
	597.50.00.70	\$ 41.00	1	GF Dispatch
				397.00.10
				397.60.82
				397.60.20
				397.00.10.50
				397.60.22
102	Street Capital Improvement	\$ 19,835.66		Payroll Fund
				Claims Fund
	597.10.00.30	\$ 332.92	1	GF Investment Interest
	597.10.00.31	\$ 4,225.00	1	GF Project Administration
				397.00.40
				397.60.95

From Fund #	NAME	AMOUNT	To Fund #	NAME
	Bars Number			Bars Number
102	Street Capital Improvement			
	597.10.00.32	\$ 2,778.00	307	Cap Imp Trailhead Parking
	597.10.00.33	\$ 1,112.00	430	Utility Equipment Reserve
103	Tranportation Benefit District	\$ 20.80		Claims Fund
	597.00.00	\$ 4,167.00	101	City Street
	597.30.48	\$ 6,792.00	101	City Street
105	EMS	\$ 7,204.97		Payroll Fund
		\$ 38,740.13		Claims Fund
	597.90.00	\$ 500.00	030/131	Fire Equip/EMS Res
	597.90.00.40	\$ 125.00	30	Fire/EMS Bunker Gear
109	Criminal Justice			Payroll Fund
				Claims Fund
	597.10.00.20	\$ 4,167.00	7	PD Maintenance Reserve
134	Fire Station Construction			Payroll Fund
		\$ 739.12		Claims Fund
	597.10.00.30	\$ 71.33	202	FS Bond Investment Interest
136	Visitor Promo	\$ 572.18		Payroll Fund
				Claims Fund
	597.10.00.10		1	GF Investment Interest
	597.51.00.30		1	GF Insurance Portion
	597.52.00.60		1	GF Brick Sales Administration
202	Fire Station Construction Bond			Claims Fund
307	Capital Improvement			Payroll Fund
		\$ 294.64		Claims Fund
	597.10.00.10	\$ 446.35	1	GF Investment Interest
	597.10.00.31	\$ 530.00	1	GF Project Administration
	597.10.00.32		102	St Cap - PW Admin Bldg
308	Comp Plan Cap Imp	\$ 6,880.72		Payroll Fund
				Claims Fund
	597.10.30	\$ 5,556.00	307	Cap Imp - PW Admin Bldg
401	Natural Gas Operations			Claims
	6% tax 533.10.54	\$ 11.15	1	GF Business Tax
	597.00.00.70		1	GF Gas System Sale
From Fund #		AMOUNT		To Fund #

	NAME			NAME	
		Bars Number			Bars Number
402	Water Sewer Operations		\$ 73,735.11	Payroll Fund	
			\$ 53,390.05	Claims Fund	
	10% tax W	534.10.54	\$ 6,816.06	1 GF Business Tax	316.42
	10% tax S	535.10.54	\$ 16,437.25	1 GF Business Tax	316.44
		597.00.00.50	\$ 542.00	1 GF Dispatch	397.00.60
		597.00.00.51	\$ 6,768.00	1 GF Admin Water	397.60.10
		597.00.00.52	\$ 8,363.00	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	\$ 69,874.00	405 Sewer Imp Fund	397.00.00 St Merge
		597.00.00.80	\$ 20,105.00	406 Water Imp Fund	397.00.00 St Merge
		597.00.00.40	\$ 2,084.00	430 Utility Equipment Reserve	397.00.40
		597.00.00.90	\$ 5,556.00	307 Cap Imp - PW Admin Bldg	397.10.60
403	Solid Waste		\$ 69,955.03	Claims Fund	
	10% tax	537.10.54	\$ 9,269.08	1 GF Business Tax	316.45
		597.00.00.10	\$ 5,112.00	1 GF Administration	397.60.40
		597.00.00.55		1 GF Insurance Portion	397.60.83
405	Sewer Ext & Replacement		\$ 158,409.21	Payroll Fund	
		597.10.00.31	\$ 729.00	1 GF Project Administration	397.60.96
		597.10.00.32	\$ 4,445.00	307 Cap Imp - PW Admin Bldg	397.10.80.70
		597.10.00.33	\$ 2,778.00	430 Utility Equipment Reserve	397.00.85
406	Water Line Replacement & Ext		\$ 611.39	Payroll Fund	
		597.10.00.31	\$ 1,264.00	1 GF Project Administration	397.60.97
		597.10.00.32	\$ 2,778.00	307 Cap Imp - PW Admin Bldg	397.10.80.80
		597.10.00.40	\$ 2,778.00	430 Utility Equipment Reserve	397.00.90
407	Storm Drain Operation & Maint		\$ 15,090.47	Payroll Fund	
			\$ 12,562.86	Claims Fund	
	10 % tax	531.30.44.01	\$ 4,562.47	1 GF Business Tax	316.48
		597.00.00	\$ 1,250.00	430 Utility Equipment Reserve	397.00.50
		597.00.00.10	\$ 8,986.00	408 Storm Drain Cap	397.00.30 St Merge
		597.00.00.20	\$ 6,190.00	1 GF Admin	397.60.40.10
		597.00.00.53		1 GF Insurance Portion	397.60.71
		597.00.00.57	\$ 42.00	1 GF Dispatch	397.60.21
From Fund #			AMOUNT	To Fund #	
	NAME			NAME	

E. COMMITTEE REPORTS