



BUCKLEY CITY COUNCIL MEETING AGENDA
February 12, 2019
Multi-Purpose Center, 811 Main Street
City Council Meeting
Opening 7:00 P.M.

Call to Order
Pledge of Allegiance
Roll Call of Council Members

Next Ordinance #03-19
Next Resolution #19-02
Next Agenda Bill #AB19-017

A. Citizen Participation

David Santerre – Proposed UGA

Pg. 5

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. ORD No. ____-19 – Agreement with MCImetro Access Transmission Services Corp. Pg. 8
2. ORD No. ____-19 – Amending Title 8 and 14 of BMC (Payment of Fees) Pg. 49
3. RES No. 19-____ - Amending Taxes, Rates, and Fees Schedule #29 Pg. 53
4. Engineering Services Proposal – Design of Public Works Shop and Police Station Parking Lots Pg. 69
5. Interlocal Agreement – Street Sweeping and Brush Cutting Services Pg. 78
6. Rental Agreement – The Rescue Church Pg. 84

D. Consent Agenda

7. A. Approve Minutes of January 22, 2019, City Council Meeting Pg. 88
- B. Claims
- C. Transfer Voucher
- D. Payroll

E. Committee Reports

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

Council may add and take action on other items not listed on this agenda



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

February 2019

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

The above meetings will be held in the Multi-Purpose Center located at 811 Main Street unless otherwise noted.
Last Revised February 7, 2019

February 2019



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

A. CITIZEN PARTICIPATION



City of Buckley
Office of Administration -- Mayor Patricia Johnson

Citizen Participation Form

City Council Meeting Date: 2/12/2019

Name: David Santerre **Organization:** _____

Phone: 206-719-7036 **Email:** santerre@tx3.net

Address: 13118 288th Ave. Ct. E. **City:** Buckley

I WISH TO SPEAK ON THE FOLLOWING SUBJECT(S):

Proposed UGA

PLEASE NOTE:

This form must be submitted to City Hall (933 Main Street), Attn: City Clerk, by 5:00 PM on the Wednesday prior to the Council meeting you wish to attend.

Please include with your form **16 copies** of any written information you wish to have distributed at the Council meeting. You may wish to have additional copies available for the public audience.

As Council agendas are very full, you are asked to limit your talk/presentation to three (3) minutes.

Last Update: September 9, 2014

B. STAFF REPORTS

C. MAIN AGENDA



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: ORD No. ____-19: Granting to MCIMetro Access Transmission Services Corp DBA Verizon Access Transmission Services non-exclusive telecommunications franchise for five years.	Agenda Date: February 12, 2019		AB19-017
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts	X	X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
Municipal Court – Jessica Cash			
	PW/Utilities – Chris Banks		
Attachments: Ordinance with Franchise Agreement			
<p>SUMMARY STATEMENT: For City Council approval granting to MCIMetro Access Transmission Services Corp. DBA Verizon Access Transmission Services and its affiliates, successors and assigns the right, privilege, authority and nonexclusive franchise for five years, to construct, maintain, operate, replace, and repair a telecommunications network in, across, over, along, under, through and below certain designated public rights-of-way.</p> <p>Pursuant to RCW 35A.47.040 Franchise Ordinances must go through two readings for adoption. This presentation is the 2nd reading and therefore can be considered for adoption.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Trans/Utilities & 1 st Reading at Council 1/22/19			
RECOMMENDED ACTION: Motion to Approve ORD No. ____-19 Granting to MCIMetro Access Transmission Services Corp DBA Verizon Access Transmission Services non-exclusive telecommunications franchise for five year.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

CITY OF BUCKLEY, WASHINGTON

ORDINANCE NO. ____-19

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

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

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

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

Section 1 Franchise Granted.

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

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

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

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

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

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

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

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

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

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

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

Section 4 Location of Telecommunications Network Facilities.

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

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

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

Section 5 Relocation of Telecommunications Network Facilities.

Section 5.1 Improvement Projects.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6 Undergrounding of Facilities.

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

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

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

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

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

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

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

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

Section 7 Maps and Records.

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

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

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

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

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

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

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

Section 8 Work in the Rights-of-Way.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10 Safety Requirements.

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

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

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

Section 10.3 Additional standards include:

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

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

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

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

Section 12 Restoration after Construction.

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

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

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

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

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

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

Section 13 Emergency Work/Dangerous Conditions.

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

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

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

Section 14 Recovery of Costs.

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

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

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

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

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

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

Section 15 City's Reservation of Rights.

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

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

Section 16 Indemnification.

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

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

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

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

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

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

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

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

Section 17 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 19 Bonds.

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

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

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

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

Section 20 Remedies to Enforce Compliance.

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

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

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

Section 21 Revocation.

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

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

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

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

(3) Notice of revocation shall be by letter.

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

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

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

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

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

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

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

Section 27 Assignment.

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

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

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

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

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

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

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

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

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

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

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

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

Irving, TX 75038

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

Invoices:

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

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

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

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

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

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

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

Section 38 Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED:

Patricia Johnson
MAYOR

ATTEST/AUTHENTICATED:

Treva Percival, City Clerk

APPROVED AS TO FORM:

Scott Snyder
CITY ATTORNEY

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

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

SUMMARY OF ORDINANCE NO.

City of Buckley, Washington

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

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

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

Treva Percival, City Clerk

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



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: ORD No. ____-19 Amending Title 8 and Title 14 of the Buckley Municipal Code Related to the "Payment of Fees" for City Utility Services, Adding Language Governing Fee Waivers.	Agenda Date: February 12, 2019		AB19-018
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
Attachments: Ordinance			
<p>SUMMARY STATEMENT: With the recent government shutdown, the City wanted to be able to assist those citizens in our community that were affected. The Council passed a motion at their January 22, 2019, Council meeting to waive utility late fees and penalties to furloughed workers. However, the City received guidance from MRSC that a City may waive late charges and penalties, but only when done pursuant to an Ordinance or written policy that clearly describes the circumstances under which the waiver will be granted. Having this in place helps the City avoid any accusations that it is making a gift of public funds or that its decision-making is arbitrary.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS 2/12/19			
RECOMMENDED ACTION: MOVE to Approve ORD No. ____-19 Amending Title 8 and 14 of the Buckley Municipal Code (Payment of Fees).			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

CITY OF BUCKLEY, WASHINGTON

ORDINANCE NO. __-19

AN ORDINANCE OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON, AMENDING TITLE 8 AND TITLE 14 OF THE BUCKLEY MUNICIPAL CODE RELATED TO THE “PAYMENT OF FEES” FOR CITY UTILITY SERVICES ADDING LANGUAGE GOVERNING FEE WAIVERS.

WHEREAS, since the recent Federal Government shutdown the City has received requests from furloughed Federal workers asking that penalties and interest be waived on their utility accounts since they are not currently receiving pay checks; and

WHEREAS, this subject has been presented to the City Council who unanimously indicated that they desired to support the furloughed workers since this was a hardship that was beyond their control; and

WHEREAS, the City also recently received guidance from MRSC whose position is that a utility can waive late charges and penalties, but only when done pursuant to an ordinance or written policy that clearly describes the circumstances under which the waiver will be granted. Having a policy in place helps the jurisdiction avoid any accusations that it is making a gift of public funds or that its decision-making is arbitrary; and

WHEREAS, based on this opinion the City Council desires to add policies to the municipal code payment of fees sections that allows the City Administrator to consider the waiver of fees for excusable neglect or extreme hardship;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Chapter 8.12.070 of the Buckley Municipal Code entitled “Payment of fees” is hereby amended to read as follows:

The charges of refuse collection and disposal shall be compulsory.

- (1) 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 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 five percent of the delinquent amount.

(2) [The city administrator is authorized to waive all or any portion of the penalties and interest if the administrator determines that late payment was the result of excusable neglect or extreme hardship.](#)

Section 2. Chapter 14.04.050 of the Buckley Municipal Code entitled “Payment of fees” is hereby amended to read as follows:

(1) 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 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 five 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.

(2) [The city administrator is authorized to waive all or any portion of the penalties and interest if the administrator determines that late payment was the result of excusable neglect or extreme hardship.](#)

Section 3. Chapter 14.08.040 of the Buckley Municipal Code entitled “Payment of fees” is hereby amended to read as follows:

(1) 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 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 five 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.

(2) [The city administrator is authorized to waive all or any portion of the penalties and interest if the](#)

administrator determines that late payment was the result of excusable neglect or extreme hardship.

Section 4. Chapter 14.28.155 of the Buckley Municipal Code entitled "Payment of fees" is hereby amended to read as follows:

- (1) 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 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 five percent of the delinquent amount.
- (2) The city administrator is authorized to waive all or any portion of the penalties and interest if the administrator determines that late payment was the result of excusable neglect or extreme hardship.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

Passed by the City Council on the 12th day of February 2019.

Mayor Pat Johnson

Attest:

Trevia Percival, City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

PUBLISHED:

EFFECTIVE:



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: RES No. 19-___: Updating the City Taxes, Rates & Fees Schedule Revision #29	Agenda Date: January 22, 2019		AB19-019
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts	X	X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival		X
	Finance Dept – Sheila Bazzar		X
	Building Official – Mike Deadmond		X
	Fire Dept – Chief Predmore		X
	Parks & Rec Dept – Kevin Caviezel		X
	Planning Dept – Kathy James		X
	Police Dept – Chief Arsanto		X
	Municipal Court – Jessica Cash		X
	PW/Utilities – Chris Banks		X
Attachments: Resolution & Exhibit			
<p>SUMMARY STATEMENT: Resolution making corrections to language and adjusting permit fees and utility rates;</p> <ul style="list-style-type: none"> • Adjusts fees charged for Cardiopulmonary Resuscitation (CPR), First-Aid (FA) and Bloodborne Pathogens (BBP) classes; and • Adds fees for rate for Ambulance Event Standby; and • Proposes adjustments to garbage rates by 2.5% based on contractual and tipping fees; and • Increases basic water service rates by 6.5% based on the financing recommendations in the new Water System Plan; and • Increases water consumption rates by 1.5% for each tier; and • Increases stormwater utility rates by 5.0%; and • Adjusts GFC charges for water, sewer & storm by 4.93% to reflect CCI; and • Adds fees for processing applications for Small Wireless Facilities. 			
COMMITTEE REVIEW AND RECOMMENDATION: T/U 1/15/19			
RECOMMENDED ACTION: MOTION to approve RES No. 19-___ Updating the City Taxes, Rates & Fees Schedule Revision #29			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
1/22/2019			

CITY OF BUCKLEY

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

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

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

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

2.99.020 Fee Waiver Subject to BHB Review

Title 3 Revenue and Finance

3.18 Administrative Fees

Pierce County Auditor Recording Cost

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

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

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

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

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

3.434.020 Ambulance Service Fees
 Basic Life Support (BLS)
 Non-Emergency
 Per Patient Call

\$650.00

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

	Emergency Response Per Patient Call	\$725.00	
	Plus mileage charge of \$17.25/loaded patient mile		+ mileage charge (left)
	Advanced Life Support (ALS) Emergency Response Level 1 Per Patient Call	\$930.00	
	Plus mileage charge of \$17.25/loaded patient mile		+ mileage charge (left)
	Emergency Response Level 2 Per Patient Call	\$1,050.00	
	Plus mileage charge of \$17.25/loaded patient mile		+ mileage charge (left)
3.50.040	Impact fee for parks and recreation facilities. Single-family homes (includes duplexes) Multiple-family residential (Includes ADU's)	\$1,624.70 \$1,331.52	
3.50.050	Impact fee for the White River School District. Single-family homes (includes duplexes) Multiple-family residential (Includes ADU's)	\$0.00 \$0.00	
3.50.060	Impact fee for street facilities. Single-family homes (includes duplexes) Multiple-family residential (Includes ADU's) Commercial/Industrial	\$6,074.00 \$4,243.00	Per Comprehensive Plan Appendix E

Title 4 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

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

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

Title 6 Business License

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

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

Saturday Plateau Market License (Summer Season)

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

6.50.070	Special Event Permit	See 6.04.070 above
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Title 8 Utilities

8.12.070 **Payment of fees**

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

8.12.080 **Garbage Rates (per month)**

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

Commercial Container Service-

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

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

Title 9 Animals

9.10.080 **Licenses**

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

9.30.025 **Impoundment: Redemption Fees**

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

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

Title 10 Public Peace Safety & Morals

10.84.295 Parks and Recreation Department Fees

Facility Rental Fees

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

Youth Activities Center

Short Term Rentals

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

Long Term Rentals (Requires Rental Agreement)

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

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

Recreation Program Fees**

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

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

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

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

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

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

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

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

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

Table 12.04

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

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

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

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

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

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

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

Title 14 Water & Sewers

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

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

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

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

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

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

Effective Beginning		1/1/2017	1/1/2018	1/1/2019
				1.50%
Winter				
Single-family & Multifamily	2 - 7 CCF	2.03	2.06	2.09
	7.01 - 15 CCF	2.43	2.47	2.50
	Over 15 CCF	2.90	2.94	2.99
Commercial/Industrial Schools		2.13	2.16	2.19
		2.01	2.04	2.07
Winter rates will be reflected on bills covering October 1st through May 31st				
Summer				
Single-family & Multifamily	2 - 7 CCF	2.03	2.06	2.09
	7.01 - 15 CCF	2.69	2.73	2.77
	Over 15 CCF	3.51	3.56	3.62
Commercial/Industrial Schools		2.13	2.16	2.19
		2.13	2.16	2.19

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

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

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

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

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

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

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

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

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

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

14.04.320	Water System - General Facility	2018	2019
	For each single-family residence	\$6,500.00	\$6,820.45
	For each multi-family and/or accessory dwelling	\$4,875.00	\$5,115.34
	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	2019
For each single-family residence	\$8,100.62	\$8,499.98
For each multi-family and/or accessory dwelling	\$6,074.65	\$6,374.13
For all other uses	\$8,100.62/ each ERU*	\$8,499.98/ea 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- * or the actual time and materials cost to connect the storm sewer, whichever is greater Inspection Fee	\$ 565 /connection* Cost (see 20.01.268)
---	---

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

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

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

14.28.140 Surface water management utility general facilities charges- Single-family residence Service unit	2018 \$7,577.89 \$7,577.89/ESU*	2019 \$7,951.48 \$7,951.48/ESU*
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*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
	<u>Automatic Fire Sprinkler Systems **</u>		
	New System Installation		
	NFPA 13 System	\$325 per riser plus \$3.25 per sprinkler head	
	NFPA 13D System	\$95 per living unit	
	NFPA 13R System	\$300 per system up to 25 sprinkler heads and then add \$3.25 per sprinkler head for >25 sprinkler heads; plus \$60 per hose outlet	
	Existing System Modifications		
	NFPA 13 System	\$95 up to 6 sprinkler heads plus \$3.25 per sprinkler head >6 heads	
	NFPA 13D System	\$50 up to 6 sprinkler heads plus \$3.25 per sprinkler head >6 heads	
	NFPA 13R System	\$95 up to 6 sprinkler heads plus \$3.25 per sprinkler head >6 heads	
	<u>Automatic Fire Alarm Systems **</u>		
	New System Installation		
		\$112.50 plus \$2.25 per device ("device" includes each initiating and signaling appliance).	
	Existing System Modifications		
		\$65 up to 10 devices plus \$2.25 per device >10 devices	
	<u>Other Fire Protection Systems and Components **</u>		
	Commercial Cooking Hood & Duct Suppression System		
		\$195 - new installation (per system)	
		\$45 - modifications to an existing approved system	

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

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

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

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

Commercial Occupancy Annual Fire Safety Inspections

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

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

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

Title 17 Design and Construction Standards

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

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

Title 18 Subdivisions

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

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

Title 19 Zoning

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

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

19.54.010 See BMC 20.01.270

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

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

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

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

20.01.268

Costs incurred by the city

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

20.01.268

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

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

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



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Engineering Services Proposal for Design of Public Works Shop and Police Department Parking lots.	Agenda Date: February 12, 2019		AB19-020
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		X
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		X
Attachments: Letter and Exhibits A & B			
<p>SUMMARY STATEMENT: The City plans to construct improvements to the Public Works Shop and Police Station parking lots, to include planning, pavement removal, subgrade preparation, paving, gates, fences, curb, storm improvements, pavement marking, and signing. The City has requested Gray & Osborne, Inc. to provide the engineering design and bid services for these two parking lots.</p> <p>The scope of work being presented for consideration will allow the City to have plans and specifications prepared to go out to bid so that the project can be completed.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: MOVE to Approve the Engineering Services Proposal for Design and Bid of Public Works Shop and Police Station Parking Lots			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	



January 22, 2019

Mr. Dave Schmidt
City Administrator
City of Buckley
P.O. Box 1960
Buckley, Washington 98321

SUBJECT: ENGINEERING SERVICES PROPOSAL FOR DESIGN OF
PUBLIC WORKS SHOP AND POLICE STATION PARKING LOTS
CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON
G&O #20194.39

Dear Mr. Schmidt:

Gray & Osborne has developed this proposal to provide design engineering services for the Public Works Shop and Police Station Parking Lots.

The attached Exhibit A defines the scope of work for the design of the parking lot improvements. The attached Exhibit B includes a breakdown of hours and fees for this work. The estimated cost for completing the scope of work is \$22,920.

Thank you for the opportunity to provide this proposal. Should you concur with this engineering services proposal, please execute the authorization on the following page and return a copy of this transmittal to me.

Sincerely,

GRAY & OSBORNE, INC.



Tani Stafford, P.E.

TLS/hh
Encl.

cc: Mr. Chris Banks, Public Works Superintendent, City of Buckley



Mr. Dave Schmidt
January 22, 2019
Page 2

**CITY OF BUCKLEY – PUBLIC WORKS SHOP AND POLICE STATION
PARKING LOTS DESIGN**

Gray & Osborne, Inc. is hereby authorized to proceed with the engineering services as noted herein and under the terms and conditions of our current On-Call Engineering Services Contract dated September 14, 2011, for a cost not to exceed \$22,920 as noted herein without further written direction and authorization of the City.

Name (Print)

Title

Signature

Date

EXHIBIT A

SCOPE OF WORK

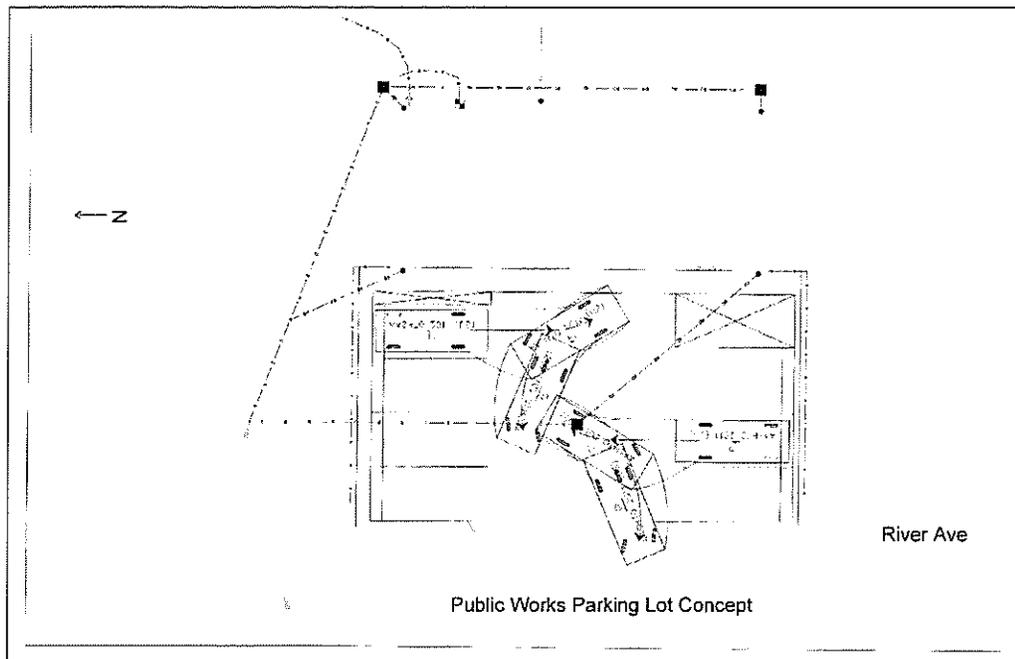
CITY OF BUCKLEY PUBLIC WORKS SHOP AND POLICE STATION PARKING LOTS DESIGN

PROJECT OVERVIEW

The City of Buckley plans to construct improvements to the Public Works Shop and Police Station parking lots, to include planing, pavement removal, subgrade preparation, paving, gates, fences, curb, storm improvements, pavement marking, and signing. The City has requested a scope of work for engineering services to design the two parking lots. The project includes the following locations and descriptions:

Public Works Shop Parking Lot

- Pave existing gravel parking area.
- Provide ADA-compliant van space.
- Stripe parking lot and add bumper curb.
- Match existing sidewalk at the building and at the street frontage.
- Remove portion existing fence and install new fence at the north and south sides of the parking lot.
- Provide storm treatment as required.



Police Station Parking Lot

- Plane portions of paved parking lot to facilitate overlay.
- Adjust catch basin to grade.
- Design pavement to drain to existing catch basin(s).
- Replace driveway entrance to Cedar Street to be ADA compliant.
- Add security fence/gate with a motorized gate between the police station building and garage.
- Add chain-link fence to separate parking lot from alley to the east.
- Add gate to section off impound area next to the alley.
- Restripe and provide ADA-compliant parking stall(s), bumper curb, and signage.

The estimated construction cost of the proposed project is \$205,500. The scope of work includes engineering services through the design portion of the project only. The design work is anticipated to begin by late spring of 2019.



ASSUMPTIONS

1. No right-of-way acquisition or temporary construction permits required.
2. No illumination will be designed.
3. No landscaping will be designed.
4. No cultural investigation is required.
5. No geotechnical investigation is required.
6. No environmental permitting is required and the projects are exempt from SEPA.
7. If construction support services are required, they will be provided by separate amendment.

More specifically, the work will include the following tasks.

DESIGN

Task 1 – Project Management and Oversight

Objective: Provide overall project management and oversight of the project work by the Principal-in-Charge and Project Manager.

- A. Provide overall project management and oversight services including:
 - 1. Procure sufficient staff resources to dedicate to the project.
 - 2. Management and control project budget and schedule.
 - 3. Manage and provide monthly progress reports and invoices.
- B. Coordinate responses and incorporate City review comments on design submittals.

Task 2 – Design Plans

Objective: Prepare draft design plans in City-approved format to include title sheet, legend, location and vicinity maps, pavement plan sheets, cross sections, channelization and signing, special notes, special details, etc.

- A. Complete topographical survey of project sites for basis of design.
- B. Utilize available information from utility companies for type and location of non-City utilities including gas, power, cable, phone, and fiber optics.

Task 3 – Design Specifications

Objective: Prepare draft project specifications in 2018 WSDOT Standard Specifications format. Specifications to include City-approved proposal, agreement/contract, and bonds.

- A. Prepare the specifications to include two separate schedules of work, one for each parking lot.

Task 4 – Cost Estimates

Objective: Calculate bid quantities and prepare construction cost estimates.

- A. Separate the costs into two schedules of work, one for each parking lot.

Task 5 – Bid Documents

Objective: Prepare final design plans and specifications for use as bid documents suitable for bidding, award, and construction of the project.

- A. Incorporate revisions from quality assurance/quality control (QA/QC) review and City review comments.

Task 6 – Bid and Award Services

Objective: Provide bid and award services. Utilize the small works roster process if possible.

- A. Distribution of bid documents to contractors and plan centers will be accomplished through the Gray & Osborne website.
- B. Respond to contractor inquiries and prepare addenda as necessary.
- C. Review bids, prepare bid tabulation, and prepare an award recommendation letter.

Task 7 – Quality Assurance/Quality Control

Objective: Ensure high-quality design and PS&E.

- A. Oversee two in-house QA/QC meetings at Gray & Osborne’s office during the course of the design project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired).
- B. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this scope of work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, is set forth in the attached Exhibit B. This amount will not be exceeded without prior written authorization of the City.

DELIVERABLES

At the conclusion of the design effort and during the course of the project, as applicable, the Engineer will deliver to the City the following documents:

- Two copies of half-scale plans and project specifications at 50 and 90 percent design effort levels
- One electronic set of final bid documents: full-scale and half-scale plans (hard copy and PDF), and specifications (hard copy and PDF)

EXHIBIT B

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Buckley - Public Works Shop and Police Station Parking Lots Design

Tasks	Principal Hours	Project Manager Hours	Civil Engineer Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
1 Project Management and Oversight	4					
2 Design Plans		8	24	20	8	8
3 Design Specifications		8	4			
4 Cost Estimates		1	16			
5 Bid Documents		4	24	24	1	
6 Bid and Award Services		8	8			
7 Quality Assurance/Quality Control	2	8	8			
Hour Estimate:	6	37	84	44	9	8
Fully Burdened Billing Rate Range:*	\$129 to \$190	\$119 to \$190	\$103 to \$129	\$48 to \$126	\$113 to \$145	\$166 to \$213
Estimated Fully Burdened Billing Rate:*	\$163	\$135	\$118	\$90	\$140	\$180
Fully Burdened Labor Cost:	\$978	\$4,995	\$9,912	\$3,960	\$1,260	\$1,440

Total Fully Burdened Labor Cost: \$ 22,545

Direct Non-Salary Cost:

Mileage & Expenses (mileage @ current IRS rate) \$ 120

Printing \$ 255

TOTAL ESTIMATED COST: \$ 22,920

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Interlocal Cooperation Agreement – Street Sweeping and Brush Cutting Services	Agenda Date: February 12, 2019		AB19-021
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		X
Attachments: Interlocal Agreement			
<p>SUMMARY STATEMENT: The Town of Wilkeson has asked the City of Buckley to enter into an Interlocal Cooperation Agreement to provide Street Sweeping and Brush Cutting Services to the Town of Wilkeson.</p> <p>Under the agreement, the City of Buckley shall avail its street sweeping and brush cutting equipment and personnel to provide services for and at the direction of Wilkeson and within Wilkeson’s regulatory jurisdiction. Buckley shall make reasonable effort to make all or portions of the street sweeping, brush cutting equipment and personnel available to Wilkeson upon request provided that nothing shall be construed as creating any duty upon Buckley to provide all or any portion of the street sweeping, brush cutting equipment and personnel to Wilkeson at any time.</p> <p>In return, the Town of Wilkeson will compensate the City of Buckley at a rate of \$113.24 per hour per employee while performing these services. Wilkeson will also pay a flat fee of \$113.24 for each roundtrip from Buckley to Wilkeson per employee.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
<p>RECOMMENDED ACTION: MOVE to Approve the Interlocal Cooperation Agreement for Street Sweeping and Brush Cutting Services with the Town of Wilkeson</p>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

INTERLOCAL COOPERATION AGREEMENT

Street Sweeping and Brush Cutting Services

THIS INTERLOCAL AGREEMENT (“the Agreement”) is entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the Town of Wilkeson, Washington (“Wilkeson”) and the City of Buckley, Washington (“Buckley”), both municipal corporations organized under the laws of the State of Washington, for the purpose of establishing a contractual relationship under which Buckley will avail to Wilkeson the services of Buckley’s street sweeping, brush cutting equipment and personnel.

Recitals

WHEREAS, both Wilkeson and Buckley (collectively “the Parties”) are “public agencies” as defined by Chapter 39.34 RCW, and are authorized by that statute to cooperate on a basis of mutual advantage in order to provide for services and facilities; and

WHEREAS, Wilkeson desires to contract with Buckley for the shared use of Buckley’s street sweeping, brush cutting equipment and personnel and Buckley has agreed to avail its street sweeping, brush cutting equipment and personnel to use by Wilkeson on a part-time basis subject to the terms and conditions set forth herein; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs and liabilities regarding this undertaking;

NOW, THEREFORE, in consideration of the mutual benefits set forth herein, and other good and sufficient consideration the receipt and sufficiency of which are mutually acknowledged, the Parties hereby agree as follows:

Terms

Section 1. Authority and Purpose. This Agreement is executed pursuant to Chapter 39.34 RCW as a cooperative endeavor of the Parties. The purpose of this Agreement is to establish a contractual relationship providing for the Parties’ shared use of Buckley’s street sweeping, brush cutting equipment and personnel, and to set forth the Parties’ respective rights, obligations, costs and liabilities regarding this undertaking. This Agreement shall be reasonably construed in furtherance of this purpose.

Section 2. Street Sweeping Services. Buckley shall avail its street sweeping equipment and personnel to provide services for and at the direction of Wilkeson and within Wilkeson’s regulatory jurisdiction subject to the provisions of this section.

- A. The street sweeping, brush cutting equipment and personnel referenced in this contract shall be composed of licensed, certified PW Utility operator(s), 1997 Tymo Street Sweeper and 1998 Tiger Boom Mower or other equipment of a like nature under the City’s equipment inventory. Buckley shall make reasonable effort to make all or portions of the street

sweeping, brush cutting equipment and personnel available to Wilkeson upon request by Wilkeson to the extent that such , provided that nothing in this Agreement shall be construed as creating any duty upon Buckley to provide all or any portion of the street sweeping, brush cutting equipment and personnel to Wilkeson at any time. Buckley reserves the right to schedule service based upon operational availability of Buckley's personnel and equipment.

- B. Insurance. Wilkeson shall provide insurance or risk pool coverage encompassing the street sweeping, brush cutting equipment and personnel in the same manner as provided for other Wilkeson employees. Such coverage shall commence whenever street sweeping and/or brush cutting personnel embark from Buckley to Wilkeson to perform street sweeping or brush cutting services and shall terminate when street sweeping or brush cutting personnel return to Buckley. Buckley shall provide insurance or risk pool coverage for the street sweeping, brush cutting equipment and personnel encompassing all other times and activities conducted for Buckley.

Section 3. Costs and Payment. The services provided to Wilkeson by the street sweeping equipment and personnel shall be compensated at the rates and in the manner set forth in this section.

- A. Hourly Fee. Wilkeson shall compensate Buckley for street sweeping and/or brush cutting equipment and personnel at the rate of \$113.24/hr per employee while performing street sweeping services within Wilkeson. Wilkeson shall also pay a flat fee of \$113.24 for each roundtrip from Buckley to Wilkeson per employee.
- B. Mileage Reimbursement. Separate from and additional to the fees set forth in subsection (A), Wilkeson shall reimburse Buckley for the mileage for each street sweeping truck at the rate of \$0.58/mile.
- C. Invoice and Payment Procedure. Buckley shall submit monthly written invoices to Wilkeson for street sweeping equipment and services rendered during the preceding month. Each invoice shall detail the services provided and any reimbursable expenses incurred. Wilkeson shall remit appropriate payment to Buckley within 30 days of receiving each invoice.
- D. Adjustment of Fees. Fees for labor and equipment services may be reviewed and adjusted by Buckley annually each January 1st, by the percentage reflected in the Seattle-Tacoma Consumer Price Index.

Section 4. Term. This Agreement shall be effective upon mutual execution by the Parties, and shall remain effective until December 31, 2020, unless terminated earlier in accordance with Section 5. The Parties may at their option renew this Agreement for a mutually agreed upon term by a writing signed by both Parties.

Section 5. Termination. Either Party may terminate this Agreement with or without cause by providing the other Party with thirty (30) days written notice of its intent to terminate. PROVIDED, that Wilkeson may in its sole discretion immediately discontinue its use of the Planner at any time upon written notice to Buckley. Wilkeson shall remit timely payment for all satisfactory services rendered by the Planner prior to the effective date of any termination.

Section 6. Administration; No Separate Entity Created. The Wilkeson Mayor and the Buckley City Administrator shall serve as Administrators of this Agreement. No separate legal entity is formed hereby.

Section 7. Property Acquisition, Retention and Disposition. No joint acquisition of real or personal property is contemplated by this Agreement. No property shall transfer from one jurisdiction to the other as a result of this Agreement.

Section 8. Indemnification. The City of Buckley shall defend, indemnify and hold the Town of Wilkeson, its officers, officials, employees and volunteers harmless from and against any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of City of Buckley in performance of this Agreement, except for injuries and damages caused by the negligence of the Town of Wilkeson.

It is further specially and expressly understood that the indemnification provided herein constitutes the City of Buckley's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Town of Wilkeson shall defend, indemnify and hold the City of Buckley, its officers, officials, employees and volunteers harmless from and against any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Town of Wilkeson in directing the City of Buckley's street sweeping personnel in performing services for Wilkeson of this Agreement, except for injuries and damages caused by the negligence of the City of Buckley.

It is further specially and expressly understood that the indemnification provided herein constitutes the City of Wilkeson's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 9. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. The venue for any action arising out of this Agreement shall be the Superior Court for Pierce County, Washington.

Section 10. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed as creating an employment relationship between Wilkeson and any employee, agent, representative or contractor of Buckley, or between Buckley and any employee,

agent, representative or contractor of Wilkeson. Without limiting the forgoing, the street sweeping personnel shall at all times relevant to this Agreement be and remain an employee of Buckley, and Buckley shall be exclusively responsible for providing all compensation, benefits, discipline and supervision with respect to the street sweeping personnel except as expressly set forth in this Agreement.

Section 11. Notices. Notices to Wilkeson shall be sent to the following address:

**Mayor
Town of Wilkeson
540 Church St
PO Box 89
Wilkeson, WA 98396**

Notices to Buckley shall be sent to the following address:

**City Administrator
City of Buckley
P.O. Box 1960
933 Main Street
Buckley, WA 98321**

Section 12. Duty to File Agreement With County Auditor. Prior to this Agreement's entry into force, Wilkeson shall, pursuant to RCW 39.34.040, (1) file this Agreement with the Pierce County Auditor's Office, or (2) list this Agreement by subject on Wilkeson's internet web site.

Section 13. Integration; Prior Agreement(s); Conflict Waiver. This document, together with any exhibits thereto, constitutes the entire embodiment of the contract between the Parties, and, unless modified in writing by an amendment signed by the Parties hereto, shall be implemented exclusively as described above.

Section 14. No Third-Party Beneficiary Created. This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any party hereto.

Section 15. Signatory Warranty. Each signatory hereto warrants and represents that he/she has been authorized to execute this Agreement by appropriate action of the legislative body of his/her respective city.

Section 16. Execution in Counterparts. This Agreement may be executed in separate counterparts.

Section 17. Regulatory Authority Reserved. Nothing herein shall be construed as waiving, limiting or otherwise abridging in any manner regulatory authority of either party, which Wilkeson and Buckley hereby expressly reserve in full.

EXECUTED this ____ day of _____, 2019.

TOWN OF WILKESON

CITY OF BUCKLEY

Mayor Jeff Sellers

Dave Schmidt, City Administrator

ATTEST/AUTHENTICATED

ATTEST/AUTHENTICATED

Marie Wellock, Clerk-Treasurer

Treva Percival, City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

Wilkeson City Attorney

Buckley City Attorney



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Rental Agreement – The Rescue Church	Agenda Date: February 12, 2019		AB19-022
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		X
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
Attachments: MPC Rental Form and Rental Addendum			
<p>SUMMARY STATEMENT: The Rescue Church would like to rent the Multi-Purpose Center on an ongoing basis every Saturday evening for the next year to provide free meals to those in need within the community and perform church services. This rental agreement is being presented for consideration by the City Council because of their desire to secure use of the facility for a long term period.</p> <p>The addendum attached to the Rental Agreement provides additional terms for maintenance and cleaning to ensure that the facility is maintained in a manner that allows the facility to continually be ready for City operations on preceding workdays.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS on 2/12/2019			
RECOMMENDED ACTION: MOVE to Approve the Rental Agreement with the Rescue Church for use of the Multi-Purpose Center			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	



**Buckley
Multi-Purpose
Center**

Please mail form to : Kevin Caviezel
PO Box 1960
Buckley, WA, 98321
Phone: 360-829-0190
Fax: 360-829-9363

The Buckley Multi-Purpose Center is owned and managed by the City of Buckley. To apply to rent the center, please fill in the shaded section below, review the terms and conditions, and sign this agreement.

Name: <u>Jeremy K Tost</u>	Event: <u>Weekly Free Meal & Church Service</u>
Address: <u>8415 234th Ave E</u> <u>Buckley, WA, 98321</u>	Event Date: <u>Possibly March 23rd 2019</u>
Day Phone: <u>253-797-7497</u>	Hours: <u>4PM</u> to <u>9PM</u>
Email: <u>Jeremytost@yahoo.com</u>	Organizations: <u>The Rescue Church-Buckley</u> <u>The Rescue Church-Summer</u>

CHECKLIST

Proof of Liability	Fee Waiver	Key Returned

MAKE CHECKS PAYABLE TO CITY OF BUCKLEY

	Cost	Date Paid
Daily Rental Rate (8hrs)	\$240 resident/\$280 non-resident	
Hourly Rate (2 hour minimum)	\$30 resident/35 non-resident	
Commercial Kitchen (Mon-Fri) Hourly	\$10 resident/\$25 non-resident	
Cleaning Fee (non-refundable)	\$25.00	
Damage Deposit (refundable)	\$200 MPC/ \$50 Kitchen Only	
Total:		

By signing below, the renter agrees to hold the City of Buckley, its agents, employees and officials harmless from any and all causes of action, demands, and claims including the cost of their defense due to the renter's use of the premises or in any way resulting from the willful or negligent acts or omissions of the renter and his or her agents, employees or representatives. The renter agrees to pay all reasonable costs and attorney fees incurred to enforce this agreement, regardless of whether suit is instituted. The renter agrees to the following rules, terms, and conditions:

- Renter must provide all dishes, utensils, coffee pots, punch bowls, dish detergent, towels, etc.
- No smoking in the building. Smoking in the building shall result in a forfeiture of the deposit.
- No nails, tacks or tape may be used on walls, ceilings, woodwork or furniture.
- Decorations must be removed and garbage put in large main garbage can before the end of the rental period.
- The renter assumes responsibility for the security of the building until the key is returned to the Recreation Services Director.
- The renter must obtain a license from Washington State if alcohol is to be served or sold.
- Occupant load limits of 146 people shall be observed (77 in meeting room & 69 in dining room)
- Rent shall be charged until the key is returned to the Community Services Director or the Activity Coordinator unless arrangements are made in advance.
- The City of Buckley is not responsible for accidents, injury, or the loss of property.
- Rice or Bird Seed are not allowed in or out of the building.

Jeremy K Tost
Print Name

Signature

02/06/2019
Date



**Buckley Multi-Purpose Center
Rental Agreement Addendum**

Renter: The Rescue Church-Buckley/Jeremy K Tost

- Rental rates are as follows: \$175.00 per week(based on average use of 5 hours per week). A one-time damage deposit of \$200.00 is also required.
- Renter shall use dining and courtroom area, main lobby, restrooms, senior center lobby area and kitchen for food preparation.
- The Renter shall perform cleaning after their event. All furniture will be cleaned and returned to proper space. The floor will be vacuumed, swept, mopped if needed, all trash will be bagged and put into dumpster; and any other action shall be performed to ensure that the rooms are left in the same condition as found prior to event and ready for City operations each Monday morning.
- Failure to clean any portion of rooms immediately following event will result in a minimum cleaning charge of \$25.00; however, total cost of cleaning will be based on the actual cost to the City.
- Renter is responsible for all breakage and damage done to the building, furniture, electrical/IT equipment and other property of the center.
- Rental agreement shall be renewed on an annual basis.

Renter

Signature

:The Rescue Church-Buckley/Jeremy K Tost

Date: 02/06/2019

D. CONSENT AGENDA

**City Council
January 22, 2019**

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

Upon roll call the following members were present: Smith, Leggett, B. Burkett, Wilbanks, Tremblay, and S. Burkett. Also in attendance were City Administrator Schmidt, Asst. Police Chief Northam, and Public Works Director Banks.

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

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

Council member Tremblay moved to approve the Amended agenda as presented. Council member B. Burkett seconded the motion. Motion carried.

CITIZEN PARTICIPATION

None.

STAFF REPORTS

Public Works Director Banks shared that the 410 signal project has been pushed back again. They should be finished by the end of February now. He also shared that we have taken possession of our new brush cutter.

City Administrator Schmidt stated that he would like the Council to take action to waive all late fees and shut-offs of utilities for furloughed workers during the government shutdown.

Council member Smith moved to waive all utility late fees and penalties to furloughed workers during the government shutdown. Council member Wilbanks seconded the motion. Motion carried.

MAIN AGENDA

ORD No. 01-19: Adding New Chapter 19.25A – Regulations for Small Wireless Facilities

Council member Tremblay moved to Approve ORD No. 01-19 Adding New Chapter 19.25A – Regulations for Small Wireless Facilities. Council member Leggett seconded the motion. Upon roll call vote, motion carried 6/0.

ORD No. 02-19: Amending BMC Chapter 13.35

Council member Smith moved to Approve ORD No. 02-19 Amending BMC Chapter 13.35. Council member S. Burkett seconded the motion. Upon roll call vote, motion carried 6/0.

ORD No. -19: Agreement with MCImetro Access Transmission Service Corp. – 1st Reading

No Action.

RES No. 19-01: Purchase of 2017 Ford Transit Wagon

Council member Leggett moved to Approve RES No. 19-01 Purchase of a 2017 Ford Transit Wagon and Waiving the Competitive Bidding Requirements due to Special Market Conditions. Council member Smith seconded the motion. Motion carried.

Final Acceptance: WWTP Non-Potable Water System Improvements

Council member Tremblay moved to Approve Final Acceptance of the WWTP Non-Potable Water System Improvements Project. Council member S. Burkett seconded the motion. Motion carried.

Final Acceptance: River Avenue Improvements

Council member Leggett moved to Approve Final Acceptance of the River Avenue Improvements Project. Council member Smith seconded the motion. Motion carried.

Technical Service Agreement – Town of Carbonado

Council member B. Burkett moved to Approve the Technical Service Agreement with the Town of Carbonado. Council member S. Burkett seconded the motion. Motion carried.

Employment Agreement – Public Works Director

Council member S. Burkett moved the Approve the Employment Agreement for the Public Works Director. Council member Smith seconded the motion. Motion carried.

CONSENT AGENDA

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

Approve Minutes of January 8, 2019.

Claim check numbers 59423 through 59476 in the amount of \$177,869.50 for the period of January 9, 2019, through January 22, 2019, are hereby approved and ordered paid this 22nd day of January 2019.

COMMITTEE REPORTS

Mayor's Report:

Mayor Johnson stated that she will be in Olympia all day tomorrow for the Mayor's Exchange. She also shared that she had to dismiss an employee for cause today.

Administration, Finance & Public Safety:

Council member Tremblay stated that the Committee met this morning. They reviewed items on tonight's agenda.

He also mentioned that there has been an audit finding; however, it is related to a glitch in our software program so we have taken corrective action. We will get more information during the Audit Exit Conference.

Council member Tremblay also stated that Information Systems Manager Frazier had shared that some of our software is getting to the end of its life so we will need to start planning for that throughout the year.

He also stated that we are looking for a fire training facility as the North Bend one is set to close for approximately a year. If anyone knows of anywhere that is close by and not overly expensive, please let us know.

Council member Tremblay also shared what happened at the PRCR UGA meeting. Our request was tabled and we will maintain our position at the front of the line.

If anyone is interested in serving on the Zoo and Trek Authority, please let Mayor Johnson know.

Transportation & Utilities:

Council member B. Burkett stated that the Committee met on January 15th. He stated there will be some utility increases that will come before Council at their next meeting for adoption.

Community Services:

Council member S. Burkett shared that the Committee met on January 17th and it was reported that the Youth Activities Center will be hosting a Teen Neon Night at Buckley Hall on February 8th. There is a church that would like to use the Multi-Purpose Center on Saturday nights. They reviewed sign designs for Gravity Coffee and the new Buckley Indoor Market. Work will be done on the field behind the Youth Activities Center. Next meeting will be on February 21st.

Council Member Comments & Good of the Order:

Council member Smith stated that after hearing City Administrators Schmidt’s comments regarding a software glitch and Information Systems Manager Frazier’s comments regarding software coming to the end of its life, he would like to see us invest in what will best suit the City as we move into the future.

Council member Wilbanks wanted to specifically thank and commend Public Works Director Banks on his commitment to the City.

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

With nothing further the meeting was adjourned at 7:52 PM.

Mayor

City Administrator

E. COMMITTEE REPORTS