



BUCKLEY CITY COUNCIL MEETING AGENDA
April 23, 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 #08-19
Next Resolution #19-03
Next Agenda Bill #AB19-040

A. Citizen Participation

Time Limit of Three Minutes (Citizens wishing to speak are encouraged to sign up at City Hall by Wednesday prior to the Council Meeting)

B. Staff Reports

C. Main Agenda

- | | |
|--|--------|
| 1. ORD No. ____-19, Adding New Section to BMC and Amending BMC 14.04.325 and 14.10.020 | Pg. 8 |
| 2. RES No. 19-____, Amending Taxes, Rates, and Fees Schedule #30 | Pg. 11 |
| 3. Agreement – Financial Consulting Services | Pg. 28 |
| 4. Halkjar Final ShortPlat | Pg. 39 |

D. Consent Agenda

- | | |
|--|--------|
| 5. A. Approve Minutes of April 9, 2019, City Council Meeting | Pg. 61 |
| B. Claims | |
| C. Transfer Voucher | |
| D. Payroll | |

E. Committee Reports

- | | |
|---|------------|
| 6. Mayor's Report | Johnson |
| 7. Administration, Finance & Public Safety | Tremblay |
| 8. Transportation & Utilities | B. Burkett |
| 9. Community Services | S. Burkett |
| 10. Council Member Comments & Good of the Order | |



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

CITY OF BUCKLEY MEETING LIST

April 2019

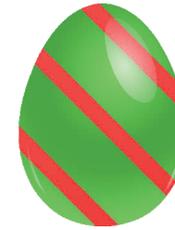
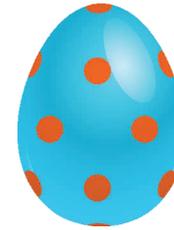
April 18	1:00 PM	Community Services
April 22	7:00 PM	Planning Commission
April 23	9:30 AM	Admin, Finance, & PS (City Hall)
April 23	7:00 PM	City Council

May 2019

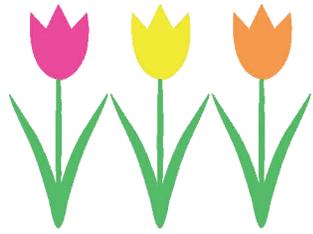
May 6	7:00 PM	Planning Commission
May 7	7:00 PM	City Council Study Session In Lieu of the Study Session, Council will be attending the Community Summit at White River High School
May 13	10:30 AM	Buckley Hall Board (City Hall)
May 14	9:30 AM	Admin, Finance, & PS (City Hall)
May 14	7:00 PM	City Council
May 16	1:00 PM	Community Services (City Hall)
May 20	7:00 PM	Planning Commission
May 21	7:00 PM	Transportation & Utilities (City Hall)
May 28	9:30 AM	Admin, Finance, & PS (City Hall)
May 28	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 April 15, 2019

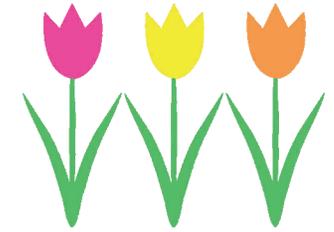
April 2019



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



May 2019



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

A. CITIZEN PARTICIPATION

B. STAFF REPORTS

C. MAIN AGENDA



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: ORD No. ____-19: Adding New Sections to BMC and Amending Sections 14.04.325 and 14.10.020	Agenda Date: April 23, 2019 AB19-040		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival		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: The City Council has adopted language in BMC 14.28.170 (1) that allows them to consider awarding a property owner/applicant a partial or full exemption/credit from the stormwater general facility charge for one or more of the following reasons:</p> <p>(1) <i>For the value of the construction of off-site, nonfrontage, stormwater facilities; provided, that the facilities are identified in the list of projects used to determine the impact fee.</i></p> <p>(2) <i>For the value of low impact development measures incorporated into design and construction, which reduces the quantity of runoff and increases the water quality.</i></p> <p>Based on the number of capital improvement projects in the adopted Utility System Plans for water & sewer and proximity of many of these to new development either planned or undergoing construction, the City Council desires to expand this consideration to both the water and sewer utilities.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOVE to Approve Ordinance No. 08-19 Adding New Sections to BMC and Amending Sections 14.04.325 and 14.10.020 Exemption from the Payment of General Facility Charges for the Water and Sewer Systems.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

CITY OF BUCKLEY

ORDINANCE NO. ____ - 19

**AN ORDINANCE OF THE CITY OF BUCKLEY,
WASHINGTON, ADDING NEW SECTIONS TO BMC
AMENDING BMC 14.04.325 AND BMC 14.10.020
EXEMPTION FROM THE PAYMENT OF GENERAL
FACILITY CHARGES FOR THE WATER AND
SEWER SYSTEMS.**

WHEREAS, the City current assesses general facility charges on new construction for water, sewer and stormwater connections; and

WHEREAS, currently the City allows an exemption from the payment of a portion of all of this fee for the value of the construction of off-site, nonfrontage, stormwater facilities; provided, that the facilities are identified in the list of projects used to determine the impact fee; and

WHEREAS, with the large amount of construction activity occurring in the City, in some situations, developers construct and make improvements to the water system and sewer system that encompasses all or a portion of projects identified in the capital improvement plan that were used in calculating the fee for that utility; and

WHEREAS, in order to provide similar relief for improvements made to the water and sewer system, the City Council desires to adopt the same exemption consideration as is allowed for the stormwater system;

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

Section 1. BMC 14.04.325 is hereby added to read as follows:

14.04.325 General facility charge exemptions.

The city council may consider awarding a property owner/applicant a partial or full exemption/credit from the water system general facility charge for the value of the construction of

off-site, nonfrontage, water system facilities; provided, that the facilities are identified in the list of projects used to determine the impact fee.

Section 2. BMC 14.10.020 is hereby added to read as follows:

14.10.020 General facility charge exemptions.

The city council may consider awarding a property owner/applicant a partial or full exemption/credit from the sewer system general facility charge for the value of the construction of off-site, nonfrontage, sewer system facilities; provided, that the facilities are identified in the list of projects used to determine the impact fee.

Section 3. 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 4. Effective Date. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after publication.

APPROVED by the Buckley City Council this 23rd day of April 2019.

Pat Johnson, Mayor

ATTEST:

Treva Percival, City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney



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 #30	Agenda Date:, 2019 AB19-041		
	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: Resolution & Exhibit			
<p>SUMMARY STATEMENT: Resolution adjusting Concealed Pistol Permit fees and Hourly Billing Rates for City Employees. The increase to the Concealed Pistol Permit fees comes from the Washington State Patrol. The Hourly Billing Rates for City employees is updated to reflect 2019 wages.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS on 4/23/2019			
<p>RECOMMENDED ACTION: MOVE to Approve Resolution No. 19-03 Updating the City Taxes, Rates & Fees Schedule Revision #30.</p>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

CITY OF BUCKLEY, WASHINGTON

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON REVISING THE COMPREHENSIVE TAXES, RATES AND FEES SCHEDULE TO ADJUST CHARGES AND RATES FOR CONCEALED PISTOL PERMITS AND TO REFLECT THE 2019 WAGES FOR CITY EMPLOYEE HOURLY BILLING RATES.

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

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

WHEREAS, the Buckley Police Department identified specific rate/fee adjustments for processing and issuance of concealed pistol permits; and

WHEREAS, due to increases in employee salaries the City Council desires to adjust the hourly billing rates for 2019; and

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

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Buckley hereby repeals and replaces the “City of Buckley Taxes, Rates and Fee Schedule” adopted by Resolution No. 19-02 with Exhibit A, attached hereto and incorporated by this reference as if set forth in full.

Introduced, passed and approved this 23rd day of April 2019.

Pat Johnson, Mayor

ATTEST:

Trevia Percival, City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

Posted: _____

CITY OF BUCKLEY

TAXES, RATES & FEES SCHEDULE (RES #19-...; 30th Revision)

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

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

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

2.99.020 Fee Waiver Subject to BHB Review

Title 3 Revenue and Finance

3.18 Administrative Fees

Pierce County Auditor Recording Cost

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

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	New Rate for 2019 \$49.25
Replacement	\$10.00	
Renewal (up to 90 Days before)	\$32.00	
Late Renewal (up to 90 days after)	\$42.00	

Fingerprinting

One card	\$10.00
Two cards	\$15.00

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

*Residents

First-Aid only	\$30.00
CPR only	\$30.00
BBP	\$20.00
Combo CPR & FA	\$30.00

Non-Residents

First-Aid only	\$40.00
CPR only	\$40.00
BBP	\$40.00
Combo CPR & FA	\$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-poartal; 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

Project Valuation

Fee

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

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

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

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

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

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

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

Title 14 Water & Sewers

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

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

Meter Size	2018	2019
	Within City	Within City
Up to 3/4"	\$22.93	\$24.42
1"	\$29.07	\$30.96
1-1/2"	\$41.78	\$44.50
2"	\$62.79	\$66.87
3"	\$93.23	\$99.29
4"	\$151.23	\$161.06
6"	\$291.73	\$310.69
8"	\$714.74	\$761.19
10"	\$1,751.40	\$1,865.24
12"	\$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	1/1/2018	1/1/2019	
Winter			
Single-family & Multifamily	2 - 7 CCF	2.06	2.09
	7.01 - 15 CCF	2.47	2.50
	Over 15 CCF	2.94	2.99
Commercial/Industrial	2.16	2.19	
Schools	2.04	2.07	

Winter rates will be reflected on bills covering October 1st through May 31st

Summer			
Single-family & Multifamily	2 - 7 CCF	2.06	2.09
	7.01 - 15 CCF	2.73	2.77
	Over 15 CCF	3.56	3.62
Commercial/Industrial	2.16	2.19	
Schools	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 **2019**
 For each single-family residence \$6,820.45
 For each multi-family and/or accessory dwelling \$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	2019
For each single-family residence	\$8,499.98
For each multi-family and/or accessory dwelling	\$6,374.13
For all other uses	\$8499.98/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-	\$ 565 /connection*
* or the actual time and materials cost to connect the storm sewer, whichever is greater	
Inspection Fee	Cost (see 20.01.268)

14.28.120 Storm Sewer Monthly Service Charge	2019
Single-family residence	\$23.77/residence/ month.
Multi-family and/or Accessory residences	\$15.69/residence/ month.
Other	\$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	\$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-	2019
Single-family residence	\$7,951.48
Service unit	\$7,951.48/ESU*
*ESU for Storm Sewer calculation is defined to mean 8,000 square feet of impervious surface area or 1 SFR	
The general facility charges for surface water management identified in this section will be automatically increased each year on January 1st, compared to the prior year, by the percentage reflected in the Seattle ENR Construction Cost Index (CCI).	

14.28.155 Payment of Fees

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

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

Title 16 Building and Construction

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

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

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

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

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

Commercial Occupancy Annual Fire Safety Inspections

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

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

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

Title 17 Design and Construction Standards

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

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

Title 18 Subdivisions

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

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

Title 19 Zoning

19.25A	Small Wireless Facilities		
		Intake Fee	Deposit Fee*
	Single up-front application (includes up to five small wireless facilities)	\$50.00	\$500.00
	- each additional small wireless facility beyond five		\$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

Review rates and costs.	Hourly Rates for Billing	Hourly Rates for Billing - 2019
City Administrator	\$85.00	\$105.00
Finance Director	\$70.00	\$80.00
City Clerk	\$60.00	\$60.00
Building Official	\$70.00	\$70.00
Fire Marshall/Chief	\$75.00	\$95.00
Assistant Fire Chief	\$65.00	\$75.00
Firefighter		\$50.00
Public Works Director	\$70.00	\$75.00
Utilities Superintendent	\$70.00	
Public Works Supervisor*	\$60.00	\$60.00
WWTP Supervisor*	\$55.00	\$55.00
City Planner	\$70.00	\$70.00
Associate Planner	\$60.00	\$60.00
Building Inspector	\$60.00	\$65.00
Permit Coordinator*	\$50.00	\$50.00
Administrative Assistant*	\$40.00	\$40.00
Police Chief	\$75.00	\$95.00
Assistant Police Chief	\$65.00	\$80.00
Police Sergeant*	\$60.00	\$60.00
Police Patrol*	\$55.00	\$55.00
Community Services Officer	\$50.00	\$50.00
Public Works Utility Systems Tech*	\$55.00	\$55.00

Public Works Utility*	\$50.00	\$50.00
City Engineer	per contract	per contract
City Attorney	per contract	per contract
Consultants	per contract	per contract
Mailing(s)	actual cost	actual cost
Other	actual cost	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: Agreement – Financial Consulting Services	Agenda Date:, 2019 AB19-042		
	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		X
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
Municipal Court – Jessica Cash			
	PW/Utilities – Chris Banks		
Attachments: Letter of Interest, Agreement			
SUMMARY STATEMENT: See attached Letter of Interest and Agreement.			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS 4/23/19 (tentative)			
RECOMMENDED ACTION: MOVE to Approve the Agreement with Tara Dunford for Financial Consulting Services.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

Tara Dunford, CPA
Certified Public Accountant

taradunfordcpa@yahoo.com

(253) 273-4379

March 27, 2019

Sheila Bazzar
City of Buckley
933 Main Street
Buckley, WA 98321

Dear Sheila

Thank you for requesting my assistance with your accounting needs. The purpose of this letter is to outline the services to be provided and give you an estimate of the time it will take.

You have requested that I assist with preparation of the financial statements the City of Buckley, which comprise of the statements of fund resources and uses from cash transactions as of December 31, 2018, and the related notes to the financial statements; and that I provide other technical accounting assistance as requested.

My Responsibilities

The objective of the engagement is to apply accounting and financial reporting expertise to assist you in the preparation of financial statements in accordance with accounting practices prescribed by the State Auditor's Budgeting, Accounting and Reporting System (BARS) manual.

I will conduct the engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence and due care.

I am not required to, and will not, verify the accuracy or completeness of the information you provide for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, I will not express an opinion or a conclusion nor provide any assurance on the financial statements.

The engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the city or noncompliance with laws or regulations. However, I will inform you of any material errors or evidence of fraud that come to my attention during the financial statement preparation process. In addition, I will inform you of any evidence or information that comes to my attention during the preparation process regarding any wrongdoing within the city or noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential. I have no responsibility to identify and communicate deficiencies or material weakness in your internal control as part of this engagement.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that my responsibility is to assist you in the preparation of the financial statements in accordance with BARS requirements. You have the following overall responsibilities that are fundamental to my undertaking the engagement in accordance with Statements on Standards for Accounting and Review Services:

1. The prevention and detection of fraud.
2. To ensure that the city complies with the laws and regulations applicable to its activities.
3. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgements, you provide to me for the engagement.
4. To provide me with –
 - a. Documentation and other related information that is relevant to the preparation and presentation of the financial statements.
 - b. Additional information that I may request for the purpose of preparing the financial statements.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Relevant Information

I am solely responsible for performing the engagement. Work will be performed primarily from my home office, with visits to your office as needed. Fees for these services will be based on the actual time spent at an hourly rate of \$150/hour, not to exceed XX hours or \$\$\$. I will not bill you for any travel, out-of-pocket or other costs. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before additional costs are incurred. Invoices for these fees will be rendered each month as work progresses and are payable within 30 days.

I appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of the engagement. If you have any questions, please let me know. If you acknowledge and agree with the terms of the engagement as described in this letter, please sign and attach it as an addendum to the contract covering this engagement.

Sincerely,

Tara Dunford

Tara Dunford, CPA

Acknowledged:

City of Buckley

Sheila Bazzar, Finance Director

Date

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF BUCKLEY AND
TARA DUNFORD, CERTIFIED PUBLIC ACCOUNTANT**

THIS AGREEMENT is made by and between the City of Buckley, a Washington municipal corporation (the "City"), and Tara Dunford, CPA organized under the laws of the State of Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City presently has need of assistance with annual report and reconciliation services and desires that the Consultant perform services as needed to provide the following consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Services including any addenda thereto as of the effective date of this Agreement, all of which are attached hereto as **Exhibit A**, and are incorporated by this reference as if fully set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

1. **Retention of Consultant - Scope of Services.** The Consultant shall perform those professional services described in **Exhibit A** attached hereto and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the services, except as specifically noted otherwise in this Agreement. In performing such services, the Consultant shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. **Payment.** The City shall pay the Consultant for services rendered according to the rate and method set forth on **Exhibit B**.

3. **Relationship of Parties.** The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subconsultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or subconsultant of the City. In the performance of the services, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or subconsultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees,

representatives and subconsultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar services that the Consultant performs hereunder.

4. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing _____, 2019, and ending _____, 2019, unless sooner terminated under the provisions hereinafter specified. Upon the expiration of the initial Agreement, this Agreement shall automatically renew for additional one year terms; provided, the City may terminate the Agreement at any time with or without cause.

5. Termination. This Agreement may be terminated by either party at any time prior to completion of the services described in **Exhibit A** upon ten (10) days written notice. Any such notice shall be given to the appropriate address specified in Section 16. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed prior to the date of termination. Failure to provide services on schedule may result in contract termination. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

6. Non-Discrimination. The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. Independent Status of Contractor. The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

8. City Business License. The Service Provider has obtained, or agrees to obtain, a business license from the City prior to commencing to perform any services under this agreement. The Service Provider will maintain the business license in good standing throughout the term of this agreement.

9. Indemnification.

A. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from 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 Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or property caused by or resulting from the concurrent negligence of the

Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under the 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.

10. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own services including the services of the Consultant's agents, representatives, employees, subconsultants or subcontractors.

B. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01, or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the services performed for the City.

2. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

3. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

2. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

E. Other Insurance Provisions.

1. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right

of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

3. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

F. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the services.

H. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

11. Ownership and Use of Work Product. Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

12. City's Right of Inspection. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the services authorized under this Agreement, the services must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

13. Records. The Consultant shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by

the City to ensure the performance of this Agreement. The Consultant shall keep all records related to this Agreement for a period of seven (7) years following completion of the services for which the Consultant is retained, unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records.

14. Services Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the services hereunder and shall utilize all protection necessary for that purpose. All services shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the services.

15. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

16. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Administrator, and the City shall determine the term or provision's true intent or meaning at its sole discretion. The City Administrator shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Administrator's determination, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

17. Written Notice. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:
Tara Dunford, CPA
18241 Rampart Drive SE

City of Buckley
ATTN: Dave Schmidt
City Administrator

Yelm, WA 98597
taradunfordcpa@yahoo.com
(253) 273-4379

933 Main Street
Buckley, WA 98321
(360) 761-7802

18. Subcontracting or Assignment. The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express advance written consent of the City.

19. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20_____.

CONSULTANT

CITY OF BUCKLEY

Tara Dunford, CPA

By: _____
Mayor Patricia Johnson

ATTEST:

Trevia Percival, City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

Exhibit A

Scope of Services

1. Tara Dunford will perform “as needed” assistance with annual reports, reconciliations, etc. including::

- Providing a direct phone number for Consultant. All calls will be returned within one business day and on the same business day whenever feasible.
- Meet with City staff and/or the public at City Hall to answer or assist with financial questions when posed.
- Apply accounting and financial reporting expertise to assist in the preparation of financial statements in accordance with accounting practices prescribed by the State Auditor’s Budgeting, Accounting, and Reporting System (BARS) manual.
- Conduct engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA’s *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence and due care.

2. Provide support “as needed” to the City’s Finance Department consisting of but not limited to communication and coordination for general finance questions.

Exhibit B
Compensation and Method of Payment

A. Proposed Fees

The following fee schedule is listed by type of work.

The Consultant shall not bill for Consultant's staff positions not identified or listed in Exhibit A or bill at rates in excess of the hourly rates shown in Exhibit A, unless the parties agree to a modification of this Contract, pursuant to the terms herein.

Description of Work	Hourly Fee
Administrative Performing the engagement. Work will be performed from Tara's home office with visits to the City as needed. Fees for services will be based on the actual time spent at an hourly rate of \$150/hour.	\$150
Travel and Mileage	No Fee
Standard Office Materials and Equipment	No Fee

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. The City may also negotiate "Not To Exceed" contracts for larger scope projects, as the need arises.



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION

SUBJECT: Halkjar Final Short Plat	Agenda Date: April 23, 2019 AB19-043		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		X
	City Clerk – Treva Percival		X
	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: Halkjar Final Plat Staff Report with Exhibits

SUMMARY STATEMENT:

Preliminary approval for the Halkjar Short Plat was granted on March 19, 2019. The platting process has 4 phases: pre-application (feasibility), preliminary plat, construction, and final plat approval. The plat has undergone and completed all or most of the first 3 phases as indicated in detail in the staff report. It is the responsibility of the planner to prepare a staff report and recommendation based on the final plat review criteria. In the case of a final plat, the planner, the city engineer, and the applicant work together to verify the work completed, work in progress and establish a performance bond for work not completed. Additionally, the planner and the city engineer verify that the conditions of the preliminary plat have been satisfied or will be satisfied. All pertinent information is presented in the staff report. Supplemental documents are available to view at the building and planning office; all other necessary documents have been attached to the staff report as exhibits.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: Move to Approve the final plat for the Halkjar Short Plat

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>



LAND USE STAFF REPORT

INTRODUCTION

Proposal Name: Halkjar Short Plat

Proposal Address: 162 S McNeely St

Proposal Description: Final Plat Approval for the Halkjar Short Plat which seeks to subdivide an existing lot into one 37,009 sf lot, and two 19,103 sf lots.

File Number: FSPT-19-0001

Applicant: Tanner and Andra Wate
162 S McNeely St
Buckley, WA 98321
253-230-6295; a.wate@hotmail.com

Planner: Evan Lewis, Assistant Planner
elewis@cityofbuckley.com
360-761-7819

State Environmental Policy (SEPA) Threshold Determination: Exempt

Recommendations Included: Final Plat Approval

Staff Recommendation: Approval with Conditions

Evan Lewis, Assistant Planner
City of Buckley

Date: 04/23/2019

EXHIBITS

Items Attached Include:

1. Final Plat Map (3 pages)
2. Conceptual Utilities Plan
3. City Performance and Maintenance Bond Agreement
4. Estimate for work not completed (performance bond is based off this cost)

*Preliminary plat materials are available at the Building and Planning Office

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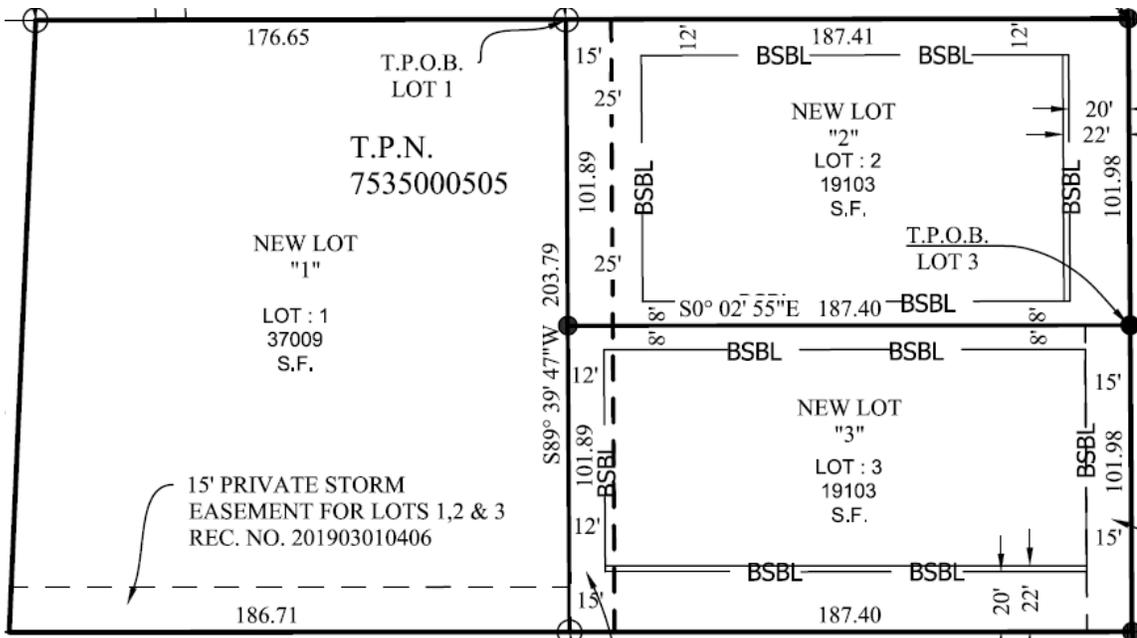
FINDINGS OF FACT

I. History

The preliminary plat known as the Halkjar Short Plat was conditionally approved on March 29, 2019 by the interim planning director, city administrator, Dave Schmidt; the decision was issued after a thorough review of application materials. The preliminary approval is indicative of the end of the preliminary review process where the preliminary plans are reviewed by city staff such as the city engineer, city planner, public works, fire department, city administrator, and any other applicable staff. During the preliminary review, city staff verify compliance with any applicable regulations including federal, state and municipal code. The conditions issued on the preliminary approval were largely related (though, not limited) to the construction phase of the plat.

A concept utilities plan was submitted for the plat and approved by the city engineer on March 18, 2019. No construction has commenced as of the date of this report; the applicant submitted a performance bond in the amount of \$6,767 for incomplete improvements. The bond amount represents at least 150% of the cost of said improvements and was accepted after the city engineer reviewed a construction estimate for the unfinished work.

Figure 1. Plat Map (see Exhibit 1 for complete final plat map)



II. Recommendation

City Staff recommends the council approve the final plat as conditioned based on satisfaction of the requirements set forth in the guidelines for final approval (see Conclusions of Law section) and compliance with the conditions of approval as outlined in Section VI.

III. Preliminary Plat Conditions of Approval

The Halkjar preliminary plat was approved subject to the following conditions:

1. The applicant shall be responsible to complete or bond any work such as frontage improvements, construction of utilities or any item listed in the summary of technical review prior to final plat approval.

Staff response: The applicant submitted a bond in the amount of \$6,767 on March 27, 2019.

2. The applicant shall submit civil/construction plans to the city engineer for review and approval.

Staff response: Civil/construction plans have been submitted to the City. The Conceptual Utilities Plan shall serve as civil/construction plans.

3. The applicant shall acquire all applicable regulatory permits prior to commencing work.

Staff response: Condition of final plat approval.

4. The applicant/contractor/agent shall attend a pre-construction meeting before commencing work.

Staff response: Condition of final plat approval.

5. Compliance with lot coverage and setback requirements shall be determined at time of building permit for any new development on Lots 1, 2 or 3.

Staff response: Condition of final plat approval.

6. Any future development shall comply with the bulk and dimensional requirements of [BMC 19.20.010](#) which limits the height of residential structures to 30 feet, as well as requirements of [BMC 19.22](#) which addresses bulk modifications.

Staff response: Condition of final plat approval.

7. Future development of these three parcels shall comply with all [BMC 19.28](#) Off-Street Parking and Loading requirements.

Staff response: Condition of final plat approval.

8. Pursuant to [BMC 19.20.010](#) and [BMC 17.08.010](#) (Section 4.07A), full street frontage improvements shall be required, unless the applicant obtains a waiver from the City pursuant to [BMC 17.08.010](#) (Section 4.07C).

Staff response: Condition of final plat approval.

9. The applicant shall be required to pay for all general facility and/or connection charges pertaining to each city utility as required by adopted city code.

Staff response: Condition of final plat approval.

10. Upon application for a building permit for construction of a dwelling unit upon any lot within the short plat adopted fees associated with impacts to the city's transportation system, parks and schools shall be paid to the City of Buckley.

Staff response: Condition of final plat approval.

11. Storm drainage shall be contained onsite, as feasible.

Staff response: Condition of final plat approval.

12. All proposed new easements must be recorded with Pierce County.

Staff response: All proposed new easements have been recorded with Pierce County.

13. Short plat drawings and the conceptual utilities plan shall reflect any and all revisions required by the City prior to final plat approval.

Staff response: Short plat drawings and the conceptual utilities plan reflect all revisions required by the City prior to final plat approval.

CONCLUSIONS OF LAW

IV. Decision Making Authority

BMC 18.16.030 Final approval

The planning department shall review the final plat to determine if the plat conforms with the conditions of the preliminary plat, and within 30 days from the date of filing shall prepare a staff report and recommendation on the final plat, unless the applicant consents to an extension of such time period. The final plat staff report and recommendation shall be submitted to the city council for final action. Upon approval of the final plat by the city council, the developer shall obtain the required signatures on the final tracing, and record the plat in accordance with RCW 58.17.160.

Staff Response: The assistant planner did prepare a staff report and a recommendation based on a review of the materials submitted with the final plat application. The assistant planner and the city engineer did determine that the plat conforms with the conditions of the preliminary plat to the satisfaction of the City and Buckley Municipal Code. The plat, the staff report, and recommendation is before the city council for final approval.

V. Review Criteria.

18.24.050 Required data for approval of final plat.

The final plat shall be produced on mylar, 18 inches by 24 inches, either vertical or horizontal and shall be at a scale of not less than 50 feet to one inch, unless approved by the city. Where necessary, the plat may be on several sheets accompanied by an index sheet showing the entire subdivision. For large subdivisions, the final plat may be submitted progressively in continuous sections satisfactory to the city engineer. The final plat shall show the following:

- 1. Primary control points, approved by the city engineer, or descriptions and "ties" to such control points, to which all dimensions, angles, bearings and similar data on the plat shall be referred;*
- 2. Tract boundary lines, right-of-way lines of streets, easements and other rights-of-way, and property lines of residential lots and other sites, with accurate dimensions, bearings or deflection angles, and radii, arcs and central angles of all curves;*
- 3. Name and right-of-way width of each road or other right-of-way;*

4. *Location, dimensions and purpose of any easement;*
5. *Number to identify each lot and each block;*
6. *Purpose for which sites, other than residential lots, are dedicated or reserved, and the site shall be labeled Tract A, B, etc., with their dedicated use (storm, park, etc.);*
7. *Minimum building setback lines from all proposed lot boundaries, including additional setbacks in front of the proposed garage area to permit vehicular turnaround on flag lots or other lots without street frontage, to be indicated by a dashed line;*
8. *Location and description of all monuments;*
9. *Recorded names of subdivisions adjacent to proposed subdivision;*
10. *Certification by land surveyor or engineer certifying to accuracy of plat and survey;*
11. *Statement by owner dedicating roads, rights-of-way, easements and any sites for public purposes as required by BMC 18.24.070;*
12. *The title under which the subdivision is recorded, true north arrow, scale and date;*
13. *No plat, subdivision or dedication shall be approved unless accompanied by a complete survey of the section or sections in which it may be located, with complete field and computation notes showing original and re-established corners with the description of the same and actual traverse showing error of closure and method of balancing, with sketch showing all distances, angles, and calculations required to determine corners, and distances of the plat; allowable errors of closure shall not exceed one foot in 4,000 feet;*
14. *Any additional items required on the city's master land use application form as prepared in accordance with the city code. (Ord. 18-08 § 1, 2008; Ord. 743 § 6, 1967).*

Staff Response: The final plat map data satisfies the requirements of BMC 18.24.050. Once granted approval by the city council, the applicant shall provide a mylar copy of the approved plat as indicated in BMC 18.24.050.

18.24.060 Final plat profiles, covenants, drainage plan and title.

Additional final plat data required shall be as follows:

1. *When required by the city engineer, cross-sections and profiles of streets showing grades approved by the city engineer shall be submitted. The profiles shall be drawn to city standards, scales and elevations on file in the office of the city clerk, and shall be based on a datum plane approved by the city engineer;*
2. *Protective covenants in form for recording;*
3. *A drainage plan approved by the city engineer;*

4. *A certificate of title from a title insurance company showing ownership of the land to be subdivided, no older than 30 days. (Ord. 06-15 § 30, 2015; Ord. 18-08 § 1, 2008; Ord. 743 § 6, 1967).*

Staff response: The city engineer did review and approve a concept utilities plan and associated documents including but not limited to those listed in BMC 18.24.060.

18.24.070 Final plat certification

Certification to be shown on final plat shall be as follows:

NAME OF PLAT

DESCRIPTION

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned _____ owners in fee simple of the land hereby platted, hereby declare this plat and dedicate to the use of the public forever, all streets, avenues and alleys shown hereon and the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes; also all parks, easements or whatever public property or places there are shown on the plat for the purpose thereon indicated; also the right to make all necessary slopes for cuts or fills upon the lots, blocks, tracts, or parcels of land shown on this plat in the original reasonable grading of all the streets, avenues, alleys and places shown thereon.

IN WITNESS WHEREOF we have hereunto set our hands and seals this _____ day of _____, 20__.

ACKNOWLEDGEMENT

STATE OF WASHINGTON)

) ss

CITY OF BUCKLEY)

This is to certify that on this ____ day of _____, 20__ before me, the undersigned, a Notary Public, personally appeared _____ to me known to be the person _____ who executed the foregoing dedication, and who acknowledged to me that _____ signed and sealed the same _____ free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year first above written.

Notary Public in and for the
State of Washington, residing
at _____ Washington.

Staff response: The final plat map does contain the final plat certification as indicated in BMC 18.24.070.

18.24.080 Restrictions – Land surveyor’s certificate.

The final plat map shall be certified by a land surveyor or engineer registered in the state of Washington. The following approvals shall be shown, with signature and date, on the face of the final plat map: mayor, city engineer, planning director, city attorney, utilities superintendent, fire chief, Pierce County assessor/treasurer, Pierce County auditor. (Ord. 2-96 § 15, 1996; Ord. 743 § 6, 1967).

Staff response: The final plat map is certified by professional land surveyor Phil Sargent of Holmvig, Dewitt, Gallion and Associates. The face of the plat map does contain the approval signature lines for the mayor, city engineer, planning director, city attorney, utilities superintendent, fire chief, pierce county assessor/treasurer, and the pierce county auditor.

18.16.050 Expiration.

If a final plat has not been recorded with the Pierce County auditor’s office within six months after approval by the city council, the map shall expire and be null and void. One six-month extension shall be granted by the city council if the appropriate fee has been paid and if the applicant’s reasons for granting the extension satisfy the council. To revitalize the expired subdivision plat map, the map shall be resubmitted as a preliminary plat map. (Ord. 18-08 § 1, 2008).

Staff response: The applicant shall record the plat within 6 months of the approval date to avoid expiration.

VI. Conditions of Final Plat Approval

1. The applicant shall be responsible to complete or bond any work such as frontage improvements, construction of utilities or any item listed in the summary of technical review prior to final plat approval.
2. The applicant shall submit civil/construction plans to the city engineer for review and approval.
3. The applicant shall acquire all applicable regulatory permits prior to commencing work.
4. The applicant/contractor/agent shall attend a pre-construction meeting before commencing work.
5. Compliance with lot coverage and setback requirements shall be determined at time of building permit for any new development on Lots 1, 2 or 3.
6. Any future development shall comply with the bulk and dimensional requirements of [BMC 19.20.010](#) which limits the height of residential structures to 30 feet, as well as requirements of [BMC 19.22](#) which addresses bulk modifications.
7. Future development of these three parcels shall comply with all [BMC 19.28](#) Off-Street Parking and Loading requirements.
8. Pursuant to [BMC 19.20.010](#) and [BMC 17.08.010](#) (Section 4.07A), full street frontage improvements shall be required, unless the applicant obtains a waiver from the City pursuant to [BMC 17.08.010](#) (Section 4.07C).
9. The applicant shall be required to pay for all general facility and/or connection charges pertaining to each city utility as required by adopted city code.
10. Upon application for a building permit for construction of a dwelling unit upon any lot within the short plat adopted fees associated with impacts to the city's transportation system, parks and schools shall be paid to the City of Buckley.
11. Storm drainage shall be contained onsite, as feasible.
12. All proposed new easements must be recorded with Pierce County.
13. Short plat drawings and the conceptual utilities plan shall reflect any and all revisions required by the City prior to final plat approval.

Exhibit 1: Final Plat Map

LEGEND:

- OTHER CORNERS FOUND AS NOTED
- ⊙ IRON PIPE FOUND AS NOTED
- ⊕ BOLLARD
- ⊙ SANITARY SEWER MAN HOLE
- ▲ WATER VALVE
- ⊠ WATER METER
- ⊠ GAS METER
- ⊕ FIRE HYDRANT
- ICV IRRIGATION CONTROL VALVE
- ▣ YARD DRAIN
- ▣ STORM CATCH BASIN
- POWER POLE
- ⊠ POWER JUNCTION BOX
- ⊠ MAIL BOXES
- ▲ CULVERT
- ⊗ CONCRETE PILLAR / YARD LIGHT
- ⊗ T-BAR FENCE POST
- ⊖ CARSONITE GAS WARNING SIGN
- X-X-X-X-X- FENCE LINE
- - - - - MONUMENT LINE
- - - - - R.O.W
- /// /// /// /// EDGE OF ASPHALT
- EG — GRAVEL EDGE
- W — BLUE PAINT
- G — YELLOW PAINT
- P — RED PAINT
- SS — GREEN PAINT
- ▨ GRAVEL
- ▨ CONCRETE

NOTES:

THIS SURVEY WAS PERFORMED BY FIELD TRAVERSE WITH FINAL RESULTS MEETING OR EXCEEDING THE CURRENT TRAVERSE STANDARDS CONTAINED IN W.A.C. 332-130-090

THE BOUNDARY CORNERS AND LINES DEPICTED ON THIS MAP REPRESENT DEED LINES ONLY. THEY DO NOT PURPORT TO SHOW OWNERSHIP LINES THAT MAY OTHERWISE BE DETERMINED BY A COURT OF LAW.

THIS SURVEY COMPLIES WITH ALL STANDARDS AND GUIDELINES OF THE "SURVEY RECORDING ACT" CHAPTER 58.09 RCW, AND 332-130 WAC.

FENCE LINES SHOWN ON THIS SURVEY WERE FIELD LOCATED AT VISABLE ANGLE POINTS IN THE CENTER OF THE FENCE. THE ACTUAL OCCUPATION OF THE FENCE OR SUPPORTING POSTS ARE NOT ASSURED BEYOND THE ACTUAL WIDTH OF THE FENCE STRUCTURE. ONLY THE ABOVE GROUND PORTIONS OF THE FENCE WERE LOCATED.

EXISTING FEATURES SHOWN HEREON ARE AS OF AUGUST 2018.

ALL DISTANCES ARE IN US FEET.

PROCEDURE/NARRATIVE

A FIELD TRAVERSE USING A LIECA 1201 TOTAL ROBOTIC STATION, SUPPLEMENTED WITH FIELD NOTES WAS PERFORMED. ESTABLISHING THE ANGULAR DISTANCE BETWEEN THE MONUMENTS, PROPERTY LINES AND TOPOGRAPHIC FEATURES AS SHOWN HEREON, THE RESULTING DATA MEETS OR EXCEEDS THE STANDARDS FOR LAND BOUNDARY SURVEYS AS SET FORTH IN WAC 332-130-090.

DATUM:

NAD 83/91 WASHINGTON NORTH ZONE (4601)

NAVD 88, U.S. FEET UTILIZING H.D.G.A. GPS NETWORK

SURFACE CONTOURS = 2' INTERVALS

CITY OF BUCKLEY HALKJAR SHORT PLAT

NE 1/4 OF THE SW 1/4, SECTION 2, TWP 19N, R6E, W.M.

PIERCE COUNTY, WASHINGTON

"EXISTING CONDITIONS"

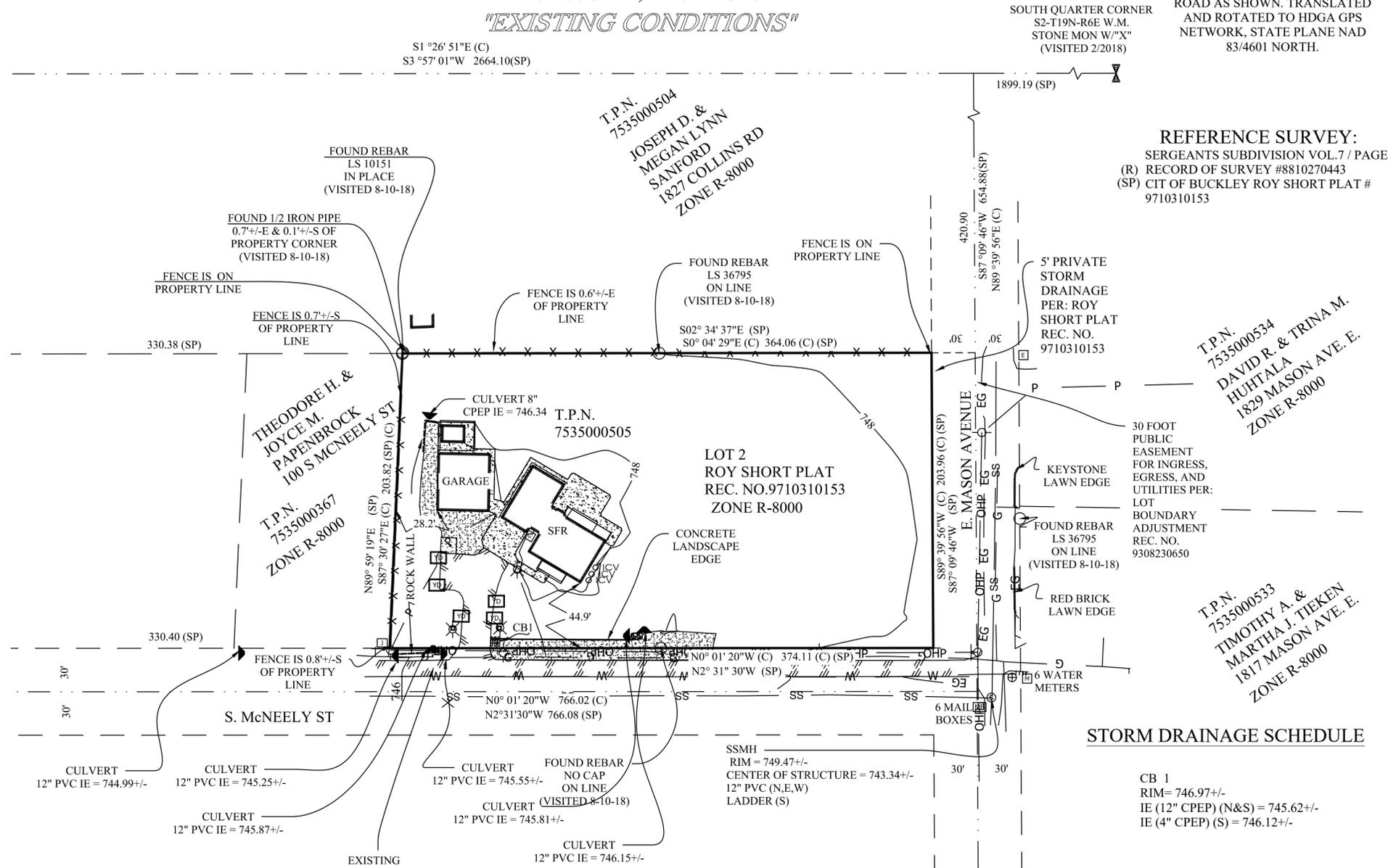
S1 °26' 51"E (C)
S3 °57' 01"W 2664.10(SP)



BASIS OF BEARING:

N87°30'27"E
BETWEEN TWO FOUND MONUMENTS ALONG COLLINS ROAD AS SHOWN. TRANSLATED AND ROTATED TO HDGA GPS NETWORK, STATE PLANE NAD 83/4601 NORTH.

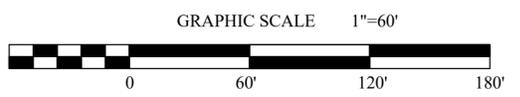
REFERENCE SURVEY:
SERGEANTS SUBDIVISION VOL.7 / PAGE 52
(R) RECORD OF SURVEY #8810270443
(SP) CIT OF BUCKLEY ROY SHORT PLAT # 9710310153



STORM DRAINAGE SCHEDULE

CB 1	RIM= 746.97+/-
IE (12" CPEP) (N&S)	= 745.62+/-
IE (4" CPEP) (S)	= 746.12+/-

EQUIPMENT USED:
LEICA TCRP 1201 ROBOTIC TOTAL STATION & LEICA CS15 DATA COLLECTOR



RECORDING CERTIFICATE:
FILED FOR RECORD THIS _____ DAY OF _____
2019, AT _____ M., IN BOOK _____ OF SURVEYS
AT PAGE _____, AT THE REQUEST OF G. PHIL SARGENT.

MANAGER SUPT. OF RECORDS

SURVEYOR'S CERTIFICATE:
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AT THE REQUEST OF THOMAS HALKJAR
THIS 20TH DAY OF MARCH 2019.

PROFESSIONAL LAND SURVEYOR CERTIFICATE NO. 34145
G. PHIL SARGENT.



FILE NAME
1573 HALKJAR
DRAWN
KWHITEHOUSE
CHECKED BY
GPS
DATE
03/20/2019
JOB NO.
1573
FIELD BOOK NO.
609

HOLMVIG, DEWITT, GALLION & ASSOC., LLC.
LAND SURVEYING & ENGINEERING SUPPORT
1036 COLE STREET, ENUMCLAW, WA 98022 (360) 825-6963
www.hdgallion.com

Exhibit 1: Final Plat Map

- LEGEND:**
- ▲ MONUMENT AS NOTED
 - MONUMENT AS NOTED
 - REBAR WITH CAP SET LS 34145
 - HYDRANT
 - R.O.W.
 - - - - - MONUMENT LINE
 - - - - - EASEMENT LINE

CITY OF BUCKLEY HALKJAR SHORT PLAT

*NE 1/4 OF THE SW 1/4, SECTION 2, TWP 19N, R6E, W.M.
PIERCE COUNTY, WASHINGTON
"NEW LOTS"*



BASIS OF BEARING:

N87°30'27"E
BETWEEN TWO FOUND MONUMENTS ALONG COLLINS ROAD AS SHOWN. TRANSLATED AND ROTATED TO HDGA GPS NETWORK, STATE PLANE NAD 83/4601 NORTH.

REFERENCE SURVEY:

SERGEANTS SUBDIVISION VOL.7 / PAGE 52
(R) RECORD OF SURVEY #8810270443
(SP) CIT OF BUCKLEY ROY SHORT PLAT # 9710310153

EQUIPMENT USED:

LEICA TCRP 1201 ROBOTIC TOTAL STATION & LEICA CS15 DATA COLLECTOR

NOTES:

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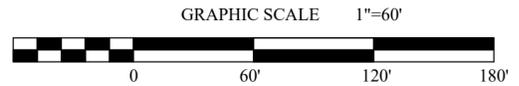
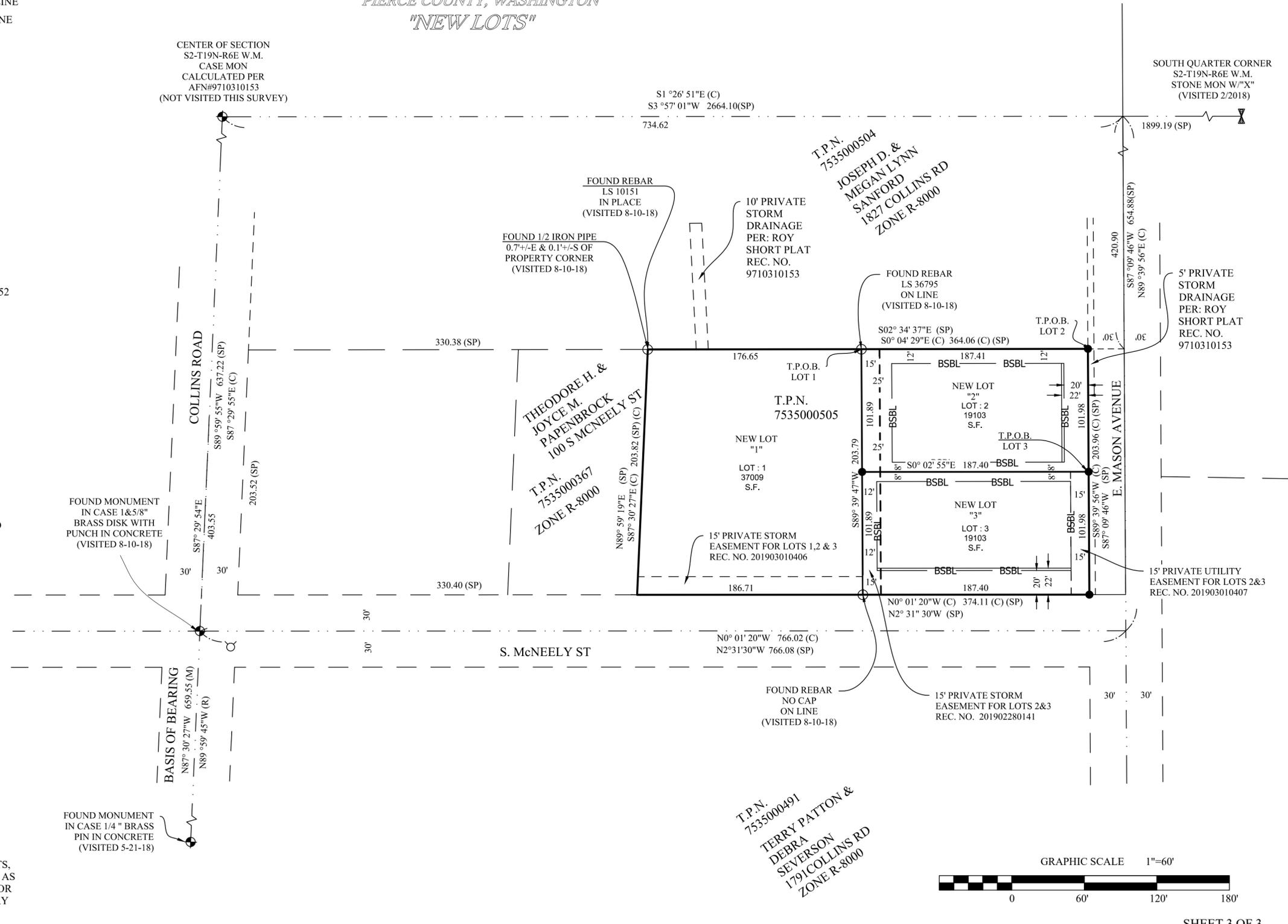
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RECORDING CERTIFICATE:

FILED FOR RECORD THIS _____ DAY OF _____
2019, AT _____ M., IN BOOK _____ OF SURVEYS
AT PAGE _____, AT THE REQUEST OF G. PHIL SARGENT.

MANAGER SUPT. OF RECORDS

SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AT THE REQUEST OF THOMAS HALKJAR
THIS 20TH DAY OF MARCH 2019.

PROFESSIONAL LAND SURVEYOR CERTIFICATE NO. 34145
G. PHIL SARGENT.

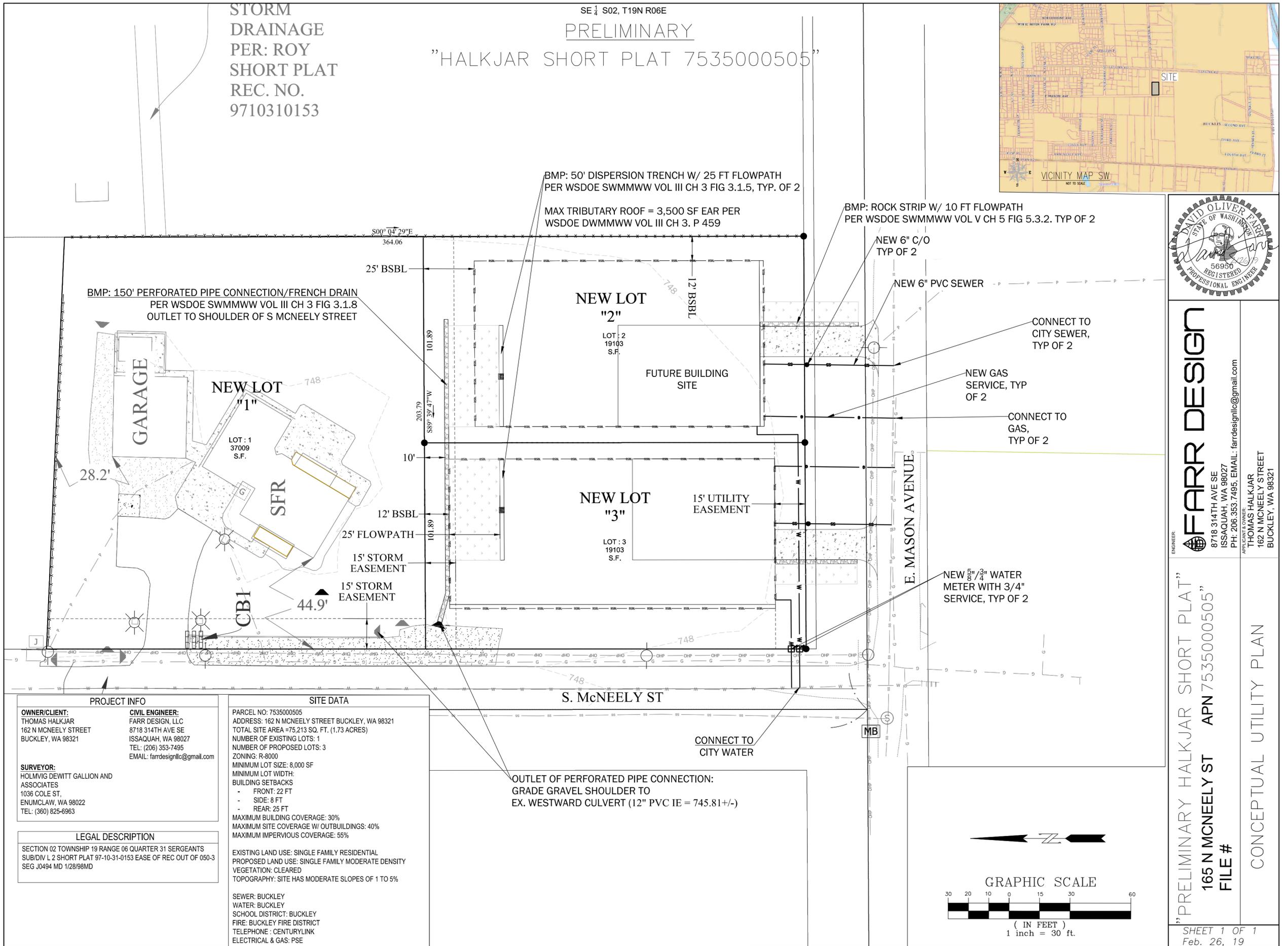


FILE NAME	1573 HALKJAR
DRAWN	KWHITEHOUSE
CHECKED BY	GPS
DATE	03/20/2019
JOB NO.	1573
FIELD BOOK NO.	609



HOLMVIG, DEWITT, GALLION & ASSOC., LLC.
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1036 COLE STREET, ENUMCLAW, WA 98022 (360) 825-6963
www.hdgallion.com

Exhibit 2: Conceptual Utilities Plan



FARR DESIGN

ENGINEER:
8718 314TH AVE SE
ISSAQUAH, WA 98027
PH: 206.353.7495, EMAIL: farrdesignllc@gmail.com

APPLICANT'S OWNER:
THOMAS HALKJAR
162 N MCNEELY STREET
BUCKLEY, WA 98321

"PRELIMINARY HALKJAR SHORT PLAT"
165 N MCNEELY ST APN 7535000505"
FILE #

CONCEPTUAL UTILITY PLAN

SHEET 1 OF 1
Feb. 26, 19

**Exhibit 3: City Performance
& Maintenance Bond
Agreement**



**PERFORMANCE AND MAINTENANCE
BOND FOR DEVELOPMENT IMPROVEMENTS**

THIS AGREEMENT is made between Thomas Halkjar ("Developer"), and the CITY OF BUCKLEY (the "City") as follows:

RECITALS

A. Developer has applied for, or received, final approval by the City of a SHORT PLAT, pursuant to City File No. _____, for a project know as Halkjar SP and located at 162 S. McLesly St (the "Development").

B. In the event not already performed as of the date of final approval of the Development by the City, as a condition of such approval, Developer is required to complete the following work and install the improvements on Attachment A, Conditions of Approval, not later than 6/1/2020 (up to twenty-four (24) months) months from the date of the proposed Development's approval by the City:

Name of plan, dated	Est. completion date	Improvement
<u>Halkjar Civil Plans</u>	<u>6/1/2020</u>	<u>AS ATTACHED TO BID DOCUMENT</u>

and as amended and approved by the City (the "Improvements").

C. As another condition of such approval by the City, Developer is required to maintain, correct, repair or replace any defects appearing or developing in the improvements within a period of two (2) years following the later of: (a) final approval of the Development by the City; or (b) acceptance by the City of the Improvements.

D. To insure the performance of Developer's obligation, Developer has agreed to provide the City with security, in a form and amount acceptable to the City.

NOW, THEREFORE, in consideration of the approval of the Development by the City, and for other good and valuable consideration, the parties hereby agree as follows:

AGREEMENT

1. Developer agrees to perform the obligations of Developer set forth above.
2. Developer shall provide the City with security, in a form and amount acceptable to the City, to insure the full performance of all obligations of Developer set forth above.

Exhibit 3: City Performance & Maintenance Bond Agreement

3. Developer agrees that in the event the security provided by Developer is impaired or reduced in amount at any time, upon demand by the City, Developer will restore the security to its original condition and amount.

4. Developer understands and agrees that the site plan or any other document required to be recorded with the Pierce County Auditor to finalize approval of the Development will not occur until the security for the installation of the Improvements has been provided.

5. In the event any legal action is brought to enforce the terms of this Agreement, a reasonable attorney's fee shall be awarded to the prevailing party.

DATED this 27th day of MARCH, 2019.

Thomas Halkyar
(Developer)

N/A
(Surety)

By Andra Wate
(Print Name)

By N/A
(Print Name)

Andra Wate
Signature

N/A
Signature

Title

N/A
Title (Attach Power of Attorney)

Address: _____

Address: _____

Telephone No. _____

Telephone No. _____

Fax No. _____

Fax No. _____

APPROVED:

CITY OF BUCKLEY

By David Schmidt
(Print Name)

[Signature]
Signature

City Administrator
Title

Date: 3/27/19

Attachment A

**Exhibit 4: Estimate for Work
Not Completed**

Kenny Arsanto - Fenix <kenny@fenixearthworks.com>
Mon 3/25/2019 7:23 PM

Good evening,

Your right of way work with parts, labor, import, export, machine time and pavement patch with 4 inches of HMA is \$4,181. This bid is for sewer installation and water service to property line at back of right of way. If you have any questions let me know.



FENIX
EARTHWORKS,

Kenny Arsanto
Fenix Earthworks
office: 360-893-1821
mobile: 253-377-3729
fax: 360-893-2093
kenny@fenixearthworks
.com
P.O. Box 677
Buckley, WA 98321

Exhibit 4: Estimate for Work Not Completed

Attachment A Conditions of Approval

File Number:
Approved on:

1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

D. CONSENT AGENDA

City Council
April 9, 2019

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

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

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

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

CITIZEN PARTICIPATION

None.

STAFF REPORTS

Police Chief Arsanto shared that you may notice a couple of police vehicles that have been outfitted with bike racks. We have two officers that will be participating in bike training so that they will be able to use their bikes around town or during parades.

Mayor Johnson suggested that with so many E-bikes being out now, we should look at putting a speed limit on the trail.

Associate Planner Wallgren shared some spreadsheets with current and anticipated projects. Planning has received Phase IV of Perkins Prairie. Citizens Beer Bank has withdrawn their application, the building turned out to be too small for their needs.

Community Services Director Caviezel shared that the Youth Activities Center took their first trip with the new van in March. Approximately 10 kids were transported to the YMCA in Sumner. Another trip is planned for April 30th to the Chalet Theater. May 4th will be the Mother/Son event. April 13th is another teen late night at Buckley Hall. On April 25th, the Senior Center volunteers will be taken to the Black Diamond Bakery for Volunteer Appreciation Day.

MAIN AGENDA

Addendum #1 to Early Separation Agreement with Don Kyllonen

Council member Tremblay moved to Approve Addendum #1 to the Early Separation Agreement with Don Kyllonen. Council member Bender seconded the motion. Motion carried.

Don Davis – Final Short Plat

Council member B. Burkett moved to Approve the Final Plat for the Davis Short Plat. Council member Smith seconded the motion. Motion carried.

Climbing Boulder Project

Council member Smith moved to Approve the Bids from AllPlay Systems and Lake Tapps Construction Unltd for the Climbing Boulders Project. Council member B. Burkett seconded the motion. Motion carried.

CONSENT AGENDA

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

Approve Minutes of March 26, 2019, City Council Meeting
Approve Minutes of April 2, 2019, City Council Study Session

Claim check numbers 59726 through 59800, in the amount of \$285,288.52 for the period of March 27, 2019, through April 9, 2019. Payroll check numbers 37796 through 37836 in the amount of \$83,411.03 and EFT/ACH Payroll in the amount of \$334,726.66 for the month of March 2019. TR check numbers 12151 through 12157 in the amount of \$1,917.85 and EFT/ACH TR payments in the amount of \$13,300.37 are hereby approved and ordered paid this 9th day of April 2019.

COMMITTEE REPORTS

Mayor's Report:

Mayor Johnson stated that the Community Summit will be on May 7th at White River High School. Mayor shared with the Council that she feels the Councils attendance at this event is necessary so in lieu of our normal Study Session on May 7th, the Council will attend the Community Summit.

Administration, Finance & Public Safety:

Council member Tremblay stated that the Committee met this morning and reviewed tonight's agenda. They have authorized the posting of the Finance Director position. Next meeting will be April 23rd at 9:30 AM at City Hall.

Transportation & Utilities:

Council member B. Burkett stated that the next Committee meeting is on April 16th at 7:00 PM at City Hall and is open to the public.

Community Services:

Council member S. Burkett stated that their next meeting is on April 18th at 1:00 PM at City Hall and is open to the public.

Council Member Comments & Good of the Order:

None.

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

With nothing further the meeting was adjourned at 8:02 PM.

Mayor

City Administrator

E. COMMITTEE REPORTS