

**CITY OF MAPLE VALLEY, WASHINGTON**

**ORDINANCE NO. O-15-571**

**AN ORDINANCE OF THE CITY OF MAPLE VALLEY, WASHINGTON,  
GRANTING A FRANCHISE TO FIORITO ENTERPRISES, INC. &  
RABANCO COMPANIES PROVIDING FOR ACCEPTANCE OF  
FRANCHISE, AND SEVERABILITY, AND ESTABLISHING AN  
EFFECTIVE DATE**

WHEREAS, RCW 35A.14.900 provides that annexation by any code city shall cancel, as of the effective date of such annexation, any franchise granted to any entity by the state of Washington authorizing or otherwise permitting the operation of any solid waste collection business within the limits of the annexed territory; and

WHEREAS, RCW 35A.14.900 provides that the holder of such canceled franchise, shall be granted by the annexing code city a franchise to continue such business within the annexed territory for a term of not less than seven years from the date of issuance thereof; and

WHEREAS, in the event that any entity whose franchise has been canceled, suffers any measurable damages as a result of annexation pursuant to RCW 35A.14.900, such entity has the right of action against any city causing such damages; and

WHEREAS, the City of Maple Valley adopted Ordinance O-13-541, published on October 29, 2013 and November 5, 2013 to annex the approximately 156 acre property commonly known as the Donut Hole or Summit Place effective December 1, 2013; and

WHEREAS, it is essential that residential, commercial and industrial solid waste be properly collected and recycled or disposed of in order to avoid adverse environmental and social effects; and

WHEREAS, Fiorito Enterprises, Inc. & Rabanco Companies has operated a municipal solid waste collection business within unincorporated King County pursuant to Tariff 27 and/or its predecessor or successors series and Certificate G-000060; and

WHEREAS, Maple Valley City Code 12.15.005 defines a “franchise” as the initial authorization or renewal thereof, approved by an ordinance of the City which authorizes the franchisee to provide services to persons or areas in the City; and

WHEREAS, the Council finds that the grant of the franchise contained in this ordinance is in the best interests of the public;

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Notice to Hauler. The publication of Ordinance O-13-541 on October 29, 2013 and November 5, 2013 shall constitute the City's notification to the hauler, Fiorito Enterprises, Inc. & Rabanco Companies, of the effective date of annexation of the area known as the Donut Hole or Summit Place, pursuant to RCW 35A.14.900.

Section 2. Franchise Granted. In satisfaction of the City's obligations under applicable law, including without limitation, RCW 35A.14.900, the City hereby grants to Fiorito Enterprises, Inc. & Rabanco Companies, its successors and assigns, retroactive to December 1, 2013, a continued franchise for a period of seven years and eight months. The franchise term will end August 31, 2021. The franchise authorizes Fiorito Enterprises, Inc. & Rabanco Companies to collect solid waste within the applicable annexation area known as the Donut Hole or Summit Place, in the City of Maple Valley. Fiorito Enterprises, Inc. & Rabanco Companies unconditionally accepts this franchise to collect solid waste inside the City of Maple Valley, within the annexation area known as the Donut Hole or Summit Place, as more fully described in Ordinances O-13-541, incorporated herein as if fully set forth. The Public Works Director shall administer this franchise and monitor Fiorito Enterprises, Inc. & Rabanco Companies compliance with the terms and provisions herein. Nothing in this franchise exceeds the scope of Fiorito Enterprises, Inc. & Rabanco Companies solid waste certificate in the annexed area at the time of annexation. At the time the franchise terminates, Fiorito Enterprises, Inc. & Rabanco Companies shall provide all route, customer and other information as required by the Public Works Director, under such arrangements as may be convenient to both parties, but in no event shall Fiorito Enterprises, Inc. & Rabanco Companies fail to provide such information thirty (30) days prior to the franchise termination date. The City reserves full authority to regulate and tax Fiorito Enterprises, Inc. & Rabanco Companies as authorized by law. Fiorito Enterprises, Inc. & Rabanco Companies agree to indemnify and hold harmless the City, its officers, elected and appointed officials, agents and employees from all loss or liability for Fiorito Enterprises, Inc. & Rabanco Companies actions in connection with the enjoyment of this franchise. This provision survives expiration or revocation of this franchise. Fiorito Enterprises, Inc. & Rabanco Companies obligation to indemnify and hold harmless the City shall not in any way be modified by the grant of immunity to employers under Title 51 RCW, such immunity being waived for purposes of that obligation. This provision has been mutually negotiated between the parties. All Fiorito Enterprises, Inc. & Rabanco Companies records relating to operation of this franchise are subject to inspection and copying by the Public Works Director, or his/her designee. Fiorito Enterprises, Inc. & Rabanco Companies shall provide a copy of its annual report for Certificate G-000060 to the WUTC, to the Public Works Director, relating to its operations hereunder. Fiorito Enterprises, Inc. & Rabanco Companies agree to provide evidence of insurance coverage to include General Commercial Liability with limits no less than \$3,000,000 each

occurrence; \$5,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit. Fiorito Enterprises, Inc. & Rabanco Companies agree to provide Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$3,000,000 per accident. Fiorito Enterprises, Inc. & Rabanco Companies shall provide Contractor's Pollution Liability insurance with limits no less than \$3,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, cleanup costs and legal defense expense.

Section 3. Service and Charges. Fiorito Enterprises, Inc. & Rabanco Companies shall continue to offer and provide equivalent collection services at the same base customer rates throughout the franchise area as provided under its WUTC G-certificate tariff for Fiorito Enterprises, Inc. & Rabanco Companies, as amended periodically through the WUTC rate-setting process and as amended by any City franchise fee or other embedded tax. Operating standards shall be equivalent to and consistent with those required under WUTC Certificate G-000060 regulations for Fiorito Enterprises, Inc. & Rabanco Companies.

Section 4. End of Franchise. The City may plan or initiate transition activities for any collection arrangement to succeed the franchise services, provided that the franchise period will be in effect for the entire seven years and eight month period set forth in Section 2.

Section 5. Compliance with Law. Fiorito Enterprises, Inc. & Rabanco Companies shall comply with all City, County, State and Federal laws and regulations applicable to the services provided under this Franchise. Such compliance shall include, but not be limited to, customer rate change notification, collecting and paying utility and other taxes, and otherwise complying with City Code.

Section 6. Acceptance of Franchise. The City tenders this franchise and Fiorito Enterprises, Inc. & Rabanco Companies accepts the same in full satisfaction of any and all claims for measurable damages caused by cancellation of any state certificate whether arising under RCW 35A.14.900 or any other authority. Fiorito Enterprises, Inc. & Rabanco Companies acknowledges that City has granted a franchise term, pursuant to RCW 35A.14.900 and the term granted is accepted in full settlement and compromise of any additional claims for damages or additional compensation because of the City's exercise of its collection authority over the annexed territory upon the expiration of this franchise or for any other reason. The signature of Fiorito Enterprises, Inc. & Rabanco Companies on this Ordinance shall be deemed acceptance of all franchise terms.

Section 7. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of

the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 8. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 9. Effective Date. This Ordinance is effective December 1, 2013.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF  
ON THE 12<sup>TH</sup> DAY OF JANUARY, 2015.**

CITY OF MAPLE VALLEY

\_\_\_\_\_  
William T. Allison, Mayor

ATTEST/AUTHENTICATED:

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Shaunna Lee-Rice, City Clerk

Approved as to form:

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Patricia Taraday, City Attorney

Date of Publication: January 20, 2015  
Effective Date: December 1, 2013

Terms of Franchise Accepted:

By: \_\_\_\_\_  
Fiorito Enterprises, Inc. & Rabanco Companies

Its: \_\_\_\_\_

Date: \_\_\_\_\_