



BUCKLEY CITY COUNCIL MEETING AGENDA
August 9, 2016
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 #17-16
Next Resolution #16-11
Next Agenda Bill #AB16-101

A. Citizen Participation

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

B. Staff Reports Pg. 7

- **Mid-Year Financial Report**

C. Main Agenda

- | | |
|---|--------|
| 1. RES No. 16-__ : Supporting the John Wayne Trail | Pg. 18 |
| 2. Waiver of August Lease Payment – Feed Store | Pg. 25 |
| 3. Sign Permit – Spinners Square Dance Club | Pg. 26 |
| 4. Sign Permit – Food Bank | Pg. 30 |
| 5. Agreement for Professional Services - Prosecutor Swain (6 month term) | Pg. 35 |
| 6. Agreement for Domestic Violence Services – Shattuck | Pg. 39 |
| 7. Exception to Noise Ordinance BMC 8.30.020(3) – White River Bridge Night Work | Pg. 47 |

D. Consent Agenda Pg. 57

8. A. Approve Minutes of July 26, 2016 City Council Meeting
Approve Minutes of August 2, 2016 City Council Study Session
- B. Claims
- C. Payroll

E. Committee Reports

- | | |
|---|---------------|
| 9. Mayor’s Report | Johnson |
| 10. Administration, Finance & Public Safety | Boyle Barrett |
| 11. Transportation & Utilities | Tremblay |
| 12. Community Services | Rose |
| 13. Council Member Comments & Good of the Order | |

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



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

CITY OF BUCKLEY MEETING LIST

Aug 8	10:30 AM	Buckley Hall Board (City Hall)
Aug 8	7:00 PM	Planning Commission
Aug 9	7:00 PM	City Council
Aug 16	9:30 AM	Admin, Finance & Public Safety (City Hall)
Aug 16	7:00 PM	Transportation & Utilities - CANCELLED
Aug 18	4:00 PM	Community Services
Aug 22	7:00 PM	Planning Commission
Aug 23	7:00 PM	City Council
Aug 30	4:00 PM	Joint Community Coordinating Committee (City Hall)
Sept 6	9:30 AM	Admin, Finance & Public Safety (City Hall)
Sept 6	7:00 PM	City Council Study Session
Sept 12	10:30 AM	Buckley Hall Board (City Hall)
Sept 12	7:00 PM	Planning Commission
Sept 13	7:00 PM	City Council
Sept 15	4:00 PM	Community Services
Sept 20	9:30 AM	Admin, Finance & Public Safety (City Hall)
Sept 20	7:00 PM	Transportation & Utilities (City Hall)
Sept 26	7:00 PM	Planning Commission
Sept 27	7:00 PM	City Council

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

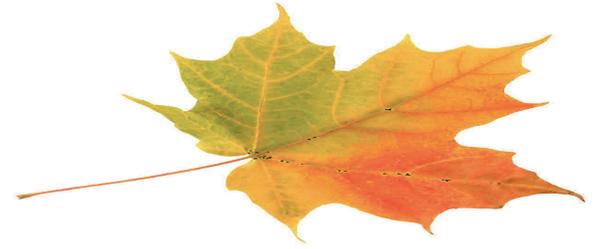
Last Revised August 4, 2016

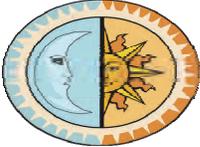
August 2016



Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 9:30 Admin, Fin & Public Safety 7 City Council Study Session	3	4	5	6
7	8 10:30 Buckley Hall Board 7 Planning Commission	9 7 City Council	10	11	12	13
14	15	16 9:30 Admin, Fin & Public Safety	17	18 4 Community Services 	19	20
21	22 7 Planning Commission	23 7 City Council	24	25	26	27
28	29	30 4 Joint Community Coordinating Committee (at City Hall)	31			

September 2016



Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5  HAPPY LABOR DAY	6 9:30 Admin, Fin & PS 7 City Council Study Session	7	8	9	10
11	12 10:30 Buckley Hall Board 7 Planning Commis- sion	13 7 City Council	14	15 4 Community Ser- vice3s	16	17
18	19	20 9:30 Admin, Fin & PS 7 Transportation & Utilities	21	22  Autumnal Equinox	23	24
25	26 7 Planning Commis- sion	27 7 City Council	28	29	30	

A. CITIZEN PARTICIPATION

B. STAFF REPORTS

Financial Report

2nd Quarter 2016



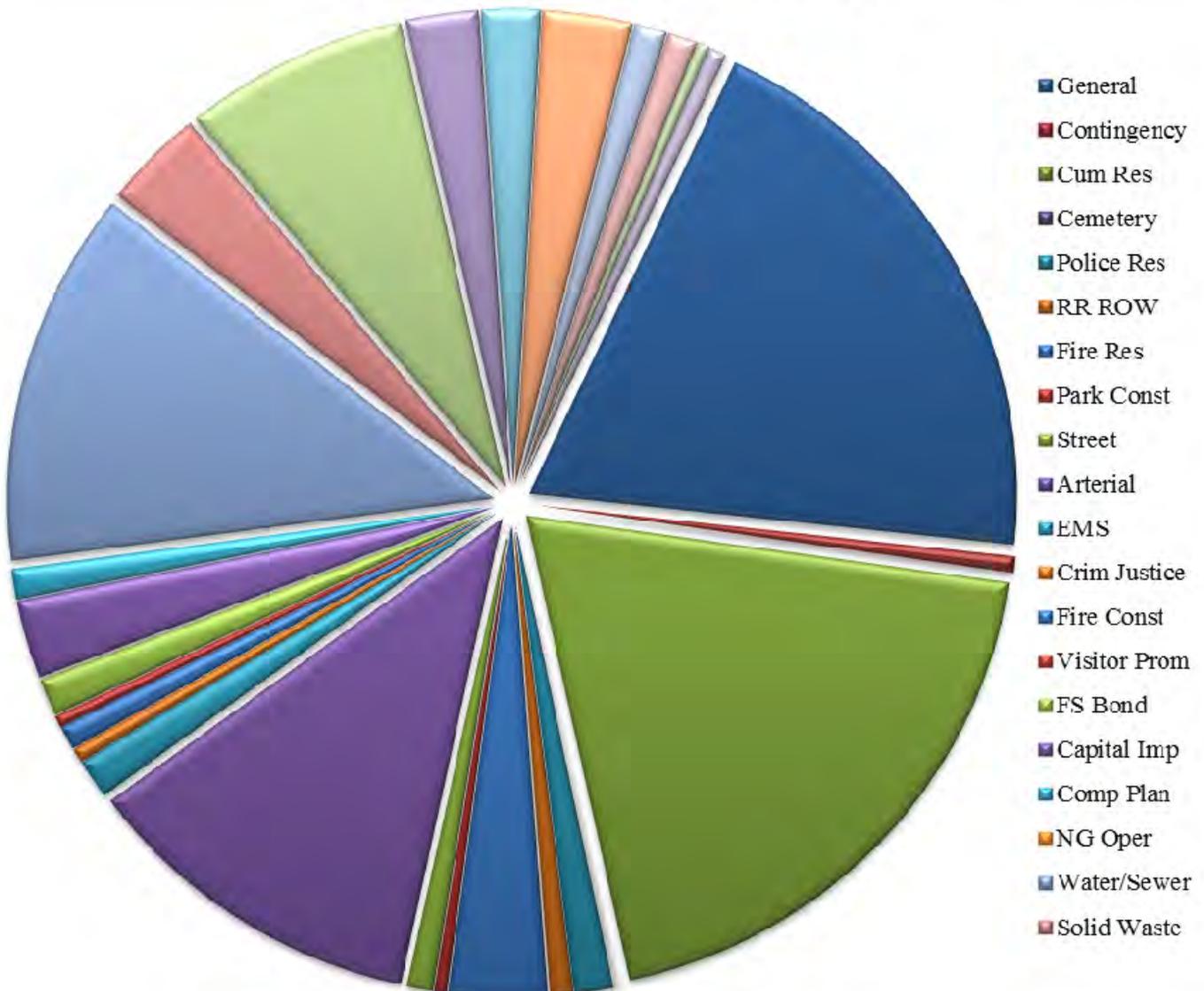
July 31, 2016 ISSUE	
Budget Update	1
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Intergov, Goods & Svcs	5
Fines & Penalties	6
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Overall Budget Update

Budget Update:

Second quarter revenue projections are fairly consistent with budgeted projections except in Cemetery and Street Operations. Both of these are projected to be under by double digits. General Fund revenue projections to year's end are slightly under by (-3.1%), but a large part of this shortfall was from the lower than anticipated BFB that we ended 2015 with. Expenditures are currently under by (-19.0%), which for the time being helps to offset the shortfall in revenue. Sales tax continues to increase which is a benefit. Overall citywide revenues are higher by (2.0%) with expenditures currently estimated to be under by (-43.2%). Large portions of this difference can be attributed to large capital projects that have yet to be started. Breakdowns for the various departments and enterprise/utility funds on the following pages will provide better detail on the status of each section.

City Budget Overview Mid - 2016

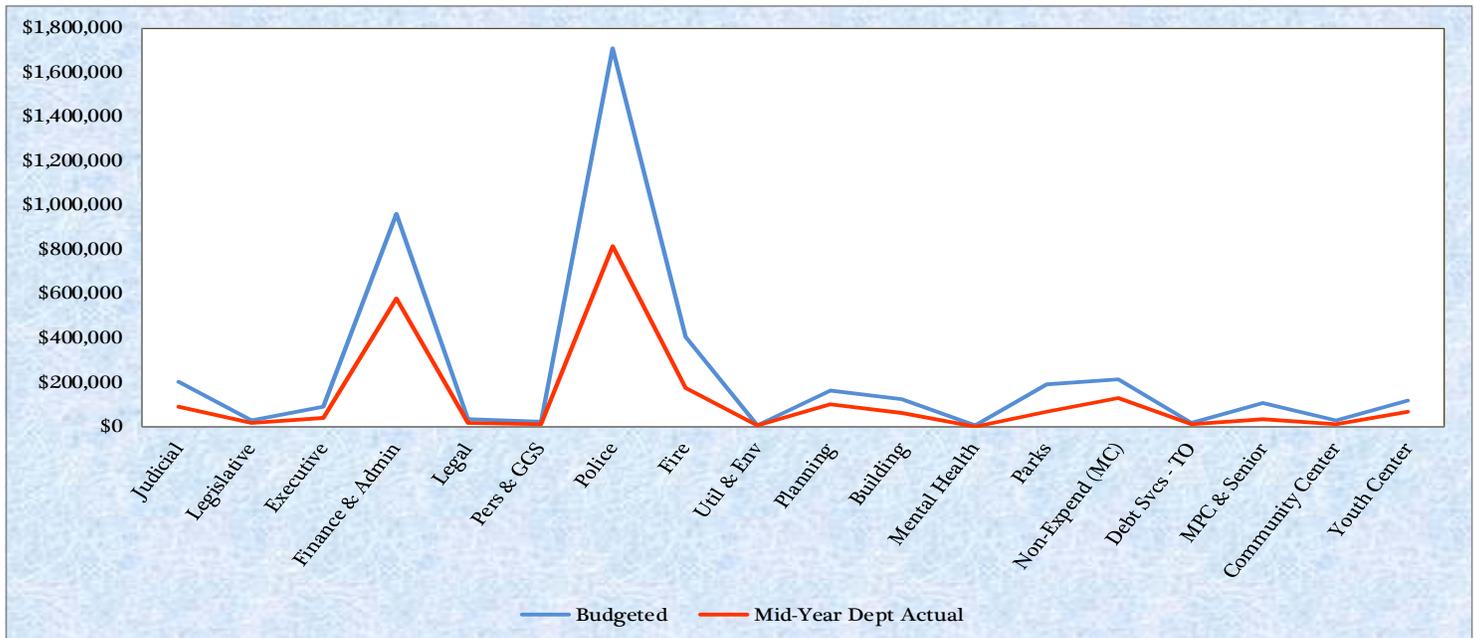


GENERAL FUND DEPARTMENTAL BUDGET EXPENSE UPDATE

	Full Year Budget	2nd Qtr Actual	Year End Projection	% of Year End Used	Notes
Judicial	\$198,722	\$88,578	\$174,975	-11.9%	
Legislative	\$27,232	\$13,969	\$27,295	0.2%	1
Executive	\$86,229	\$37,649	\$85,978	-0.3%	
Finance & Admin	\$960,987	\$577,648	\$959,342	-0.2%	
Legal	\$30,500	\$17,301	\$34,602	13.5%	2
Pers & GGS	\$22,850	\$12,025	\$15,098	-33.9%	
Police	\$1,708,715	\$811,430	\$1,638,061	-4.1%	
Fire	\$404,600	\$170,666	\$382,078	-5.6%	
Util & Env	\$3,950	\$2,627	\$3,929	-0.5%	
Planning	\$160,533	\$100,994	\$172,073	7.2%	3
Building	\$121,742	\$61,236	\$118,287	-2.8%	
Mental Health	\$1,000	\$598	\$1,000	0.0%	
Parks	\$189,790	\$67,028	\$136,002	-28.3%	
Non-Expend (MC)	\$214,000	\$125,005	\$250,010	16.8%	4
Debt Svcs - TO	\$14,193	\$7,097	\$14,193	0.0%	
MPC & Senior	\$107,297	\$32,734	\$104,355	-2.7%	
Community Center	\$24,350	\$10,994	\$21,869	-10.2%	
Youth Center	\$114,581	\$62,934	\$119,168	4.0%	5
Total	\$4,391,271	\$2,200,513	\$4,258,316	-3.0%	

Explanations for significant departmental budget increases

- (1) Legislative is slightly over by less than 1% primarily due to advertising costs and purchase of computer.
- (2) Legal is projected to be over by 13.5% due to ongoing consultation for franchises, labor contracts, records requests, etc.
- (3) Professional services in planning is over because of various land use decisions that require engineering review.
- (4) Non-expenditures are over slightly due to court remittances.
- (5) Youth Center is over significantly due to an accounting error on proportioning of staff between SC and YC. This will be corrected.



General Fund Summary

Revenue: The City's total revenue collection for the General Fund in the 2nd quarter was \$2,132,202.57 compared to a budget estimated average of \$2,074,774.50, which demonstrates a 2.1% increase over projected; however, after including the BFB, end of year projections are forecasting a **-3.1%** deficit for the General Fund. This is due to beginning 2016 with an EFB of **-\$250,886** less than projected. Sales tax, utility taxes, permits & licenses and goods & services are continuing to increase, with an overall combined increase of 8.15%.

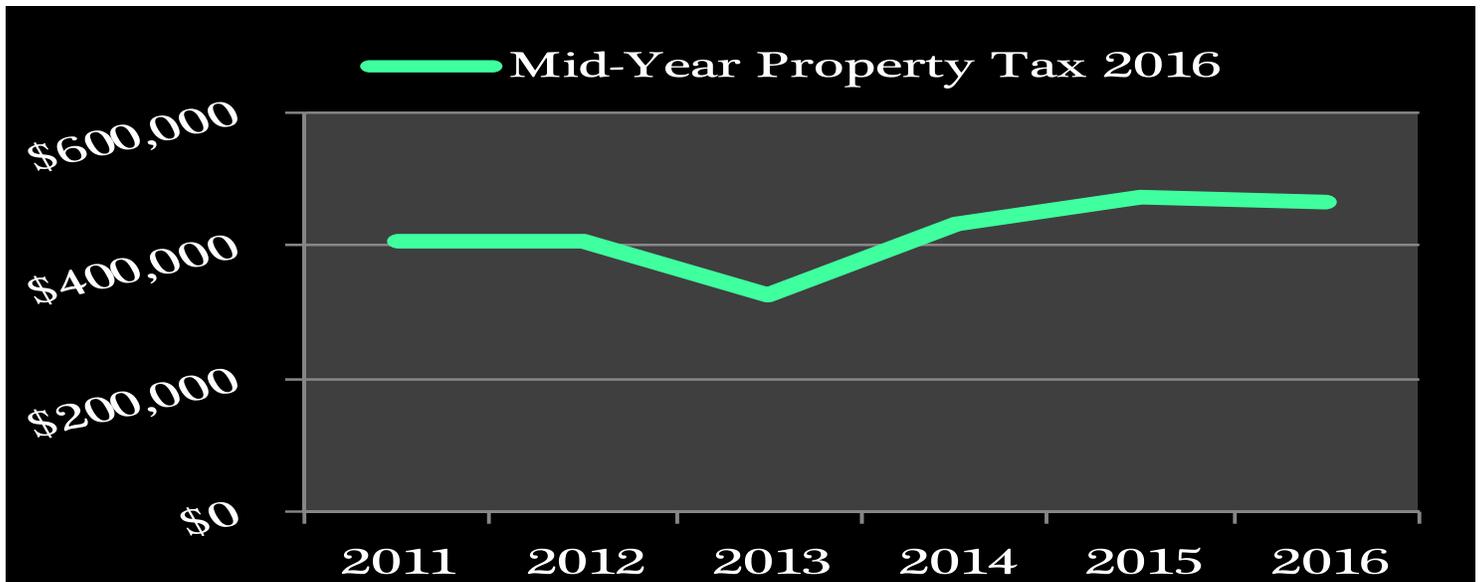
Expenditures: Overall spending within department categories is currently running (-3.9%) below budget. The five (5) areas of exception were briefly discussed in the note on the previous page. The two areas of most concern are; 1st being the cost of jail services, which are continuing to increase as more and more individuals are being court ordered to serve time. We have managed to keep this cost down for the last 2-3 years but it is steadily creeping higher. The 2nd is the cost associated with land development permits, which in large part are reimbursable; however, the expense is reflected in the line item under planning.

Bottom Line: The General Fund continues to hold its own with steady increases in sales tax and building permits. We're seeing a slight increase in utility taxes from private utilities. Overall health of the fund should continue to improve and we're currently projecting that the EFB should be slightly higher at the end of 2016 but this will in large part depend on sustaining the current level of spending going forward.

Property Tax

Projections based on 1st and 2nd quarter revenue are up from 2015. However, property tax collections are not always accurate or reflect what final collections will be, collections at this time through the 1st half of 2016 are consistent with 2015 and slightly higher than for the same period in the three prior years to 2015. Normally, the majority of property tax payments are received in May and November because the Pierce County Assessor's office collects them on our behalf in April and October. We are currently projecting that the City will reach the budgeted projection.

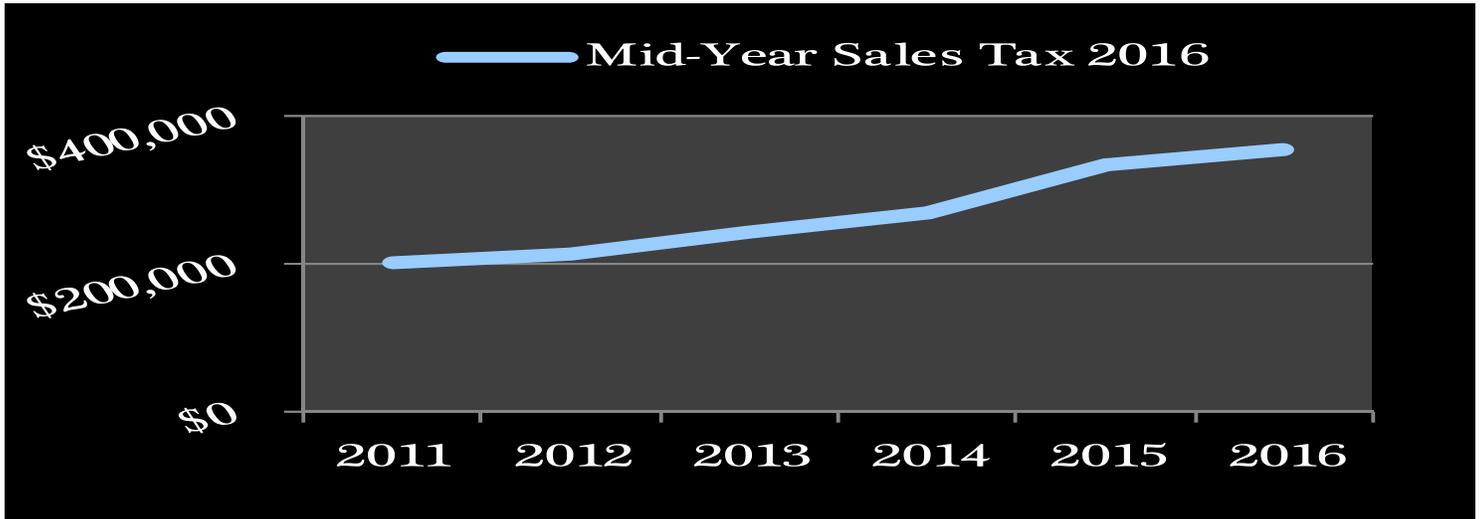
	Mid-Year Totals					
	2011	2012	2013	2014	2015	2016
Property Tax	\$408,561	\$408,072	\$324,710	\$431,670	\$471,894	\$467,399



Retail Sales & Use Tax

Through the end of the 2nd quarter the City received \$353,932 in sales and use tax revenue which is a 5.5% increase over 2015. We are currently projecting that revenue will exceed budgeted amounts for the year. This sales tax does not reflect the portion of marijuana tax that is distributed to the City, which in 2016 is projected to be \$100,720.

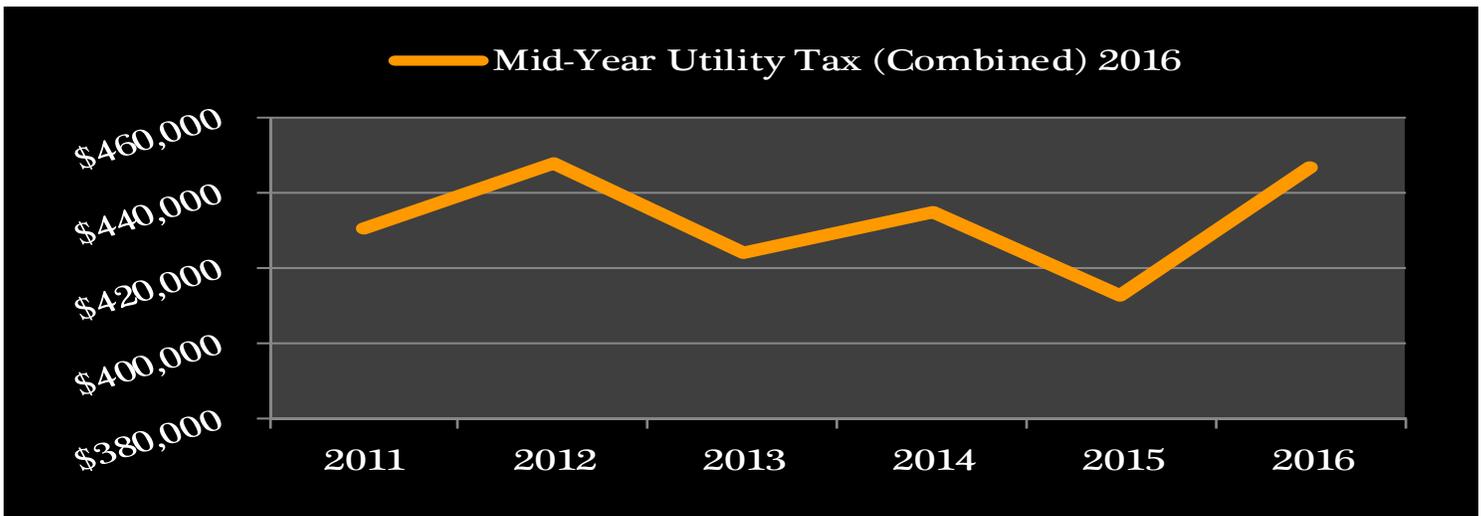
	Mid-Year Totals					
	2011	2012	2013	2014	2015	2016
Sales & Use Tax	\$201,315	\$212,825	\$242,867	\$269,573	\$335,559	\$353,932



Utility Taxes

The City of Buckley imposes a 6% utility tax on private utilities: electricity, natural gas, telephones and cell phones. City of Buckley utilities are taxed at 10%: water, sewer, stormwater and solid waste. The TV cable provider pays a 5% franchise fee to the City. As of the end of the 2nd quarter of 2016, the amount received from private utilities was \$244,951, which is a 10.69% increase over the same period last year. The City public utilities 2nd quarter income is \$201,523 which is higher by 5.42% over last year. When factored together, combined utility taxes are higher by 8.25% over this same period in 2015.

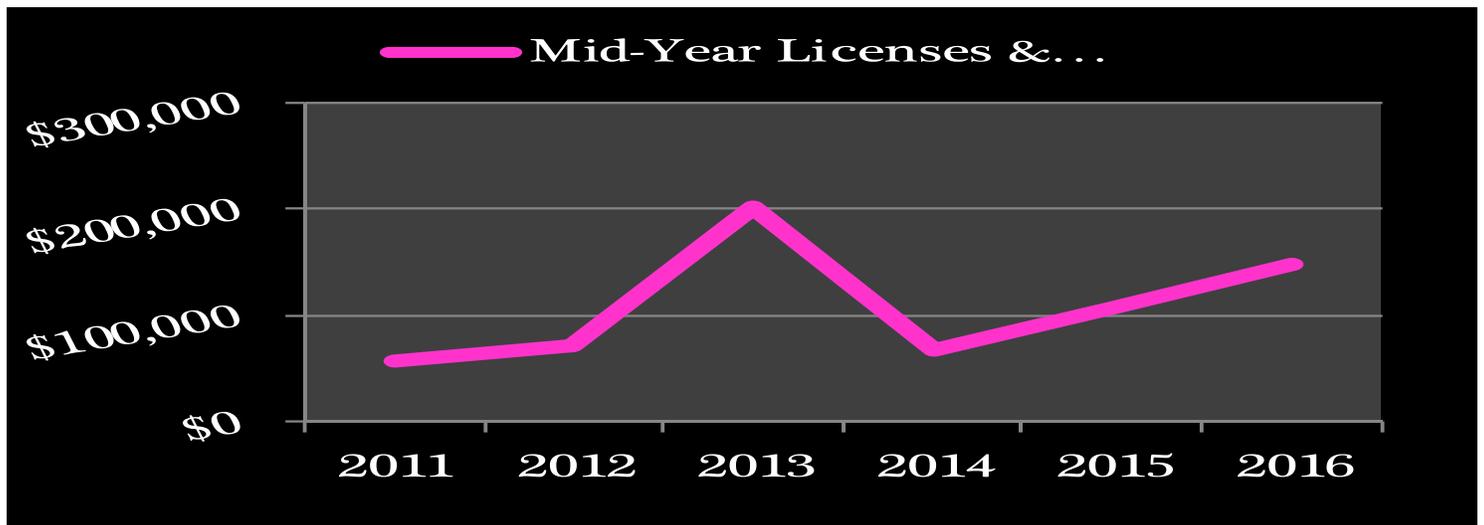
	Mid-Year Totals					
	2011	2012	2013	2014	2015	2016
Combined Utility Tax	\$430,528	\$448,032	\$424,236	\$434,918	\$412,461	\$446,474



Licenses & Permits

License and Permit Revenues are derived primarily from City business licenses, passports, building and fire permits, and animal licenses. Revenues are continuing to increase from building permits and business licenses. Building permits are by far the biggest gain with revenues currently 51% higher. We anticipate that we will achieve projections this year in this category.

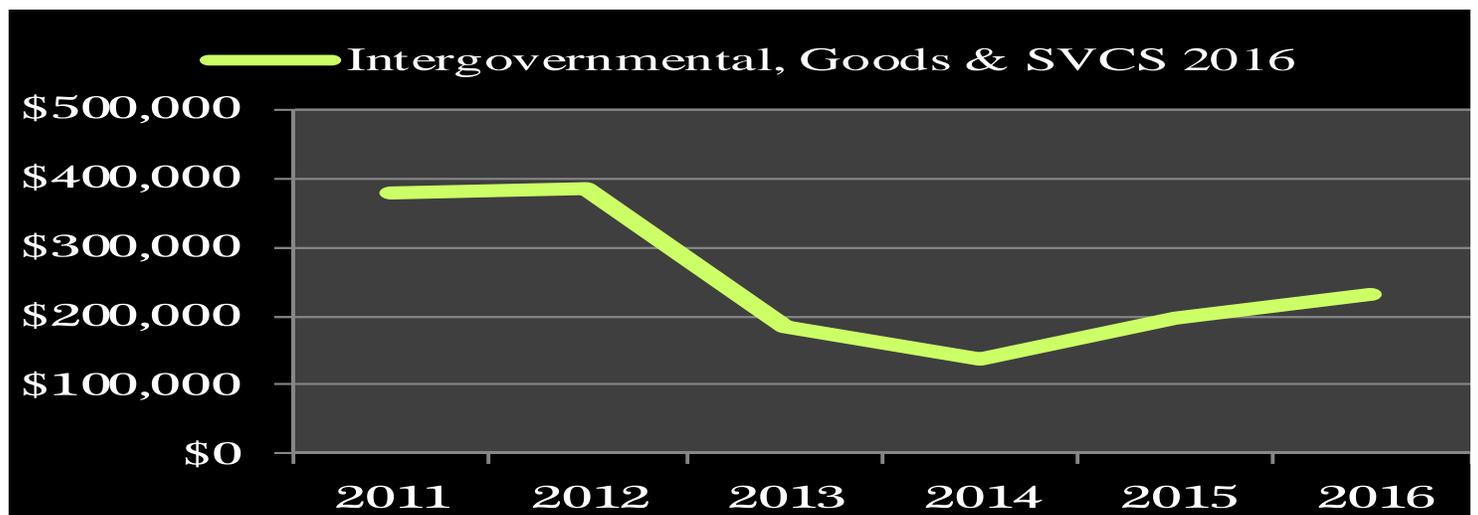
	Mid-Year Totals					
	2011	2012	2013	2014	2015	2016
Licenses & Permits	\$57,619	\$71,082	\$201,020	\$67,545	\$105,761	\$147,117



Intergovernmental + Goods & SVCS

Intergovernmental plus Goods and Services are derived primarily from State assistance, liquor profits/taxes, service contracts, planning & land use fees, charges for copies and records requests. Revenue is up 16.73% primarily due to all of the land development activity.

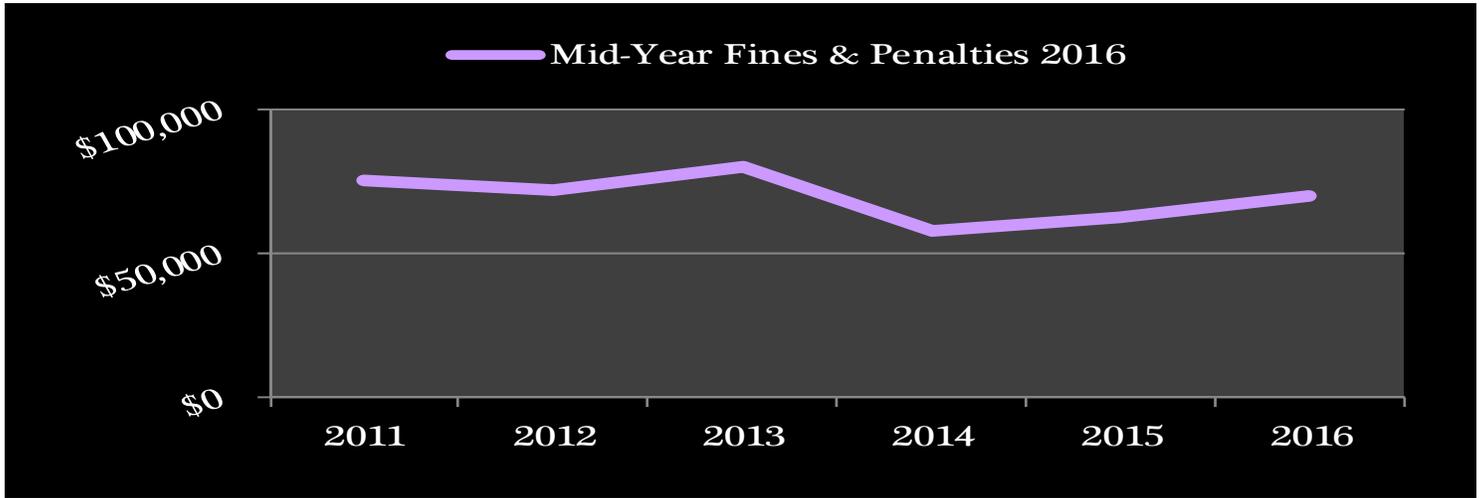
	Mid-Year Totals					
	2011	2012	2013	2014	2015	2016
Intergovern + Goods & SVCS	\$378,957	\$383,897	\$184,398	\$137,926	\$198,229	\$231,389



Fines & Penalties

Fines & Penalties are derived primarily from infractions, criminal misdemeanor, dog violations, public defense fees and DUI/DWIs. Revenue is up by 11.01%, which is directly related to the hiring of new patrol officers and having more enforcement in the community.

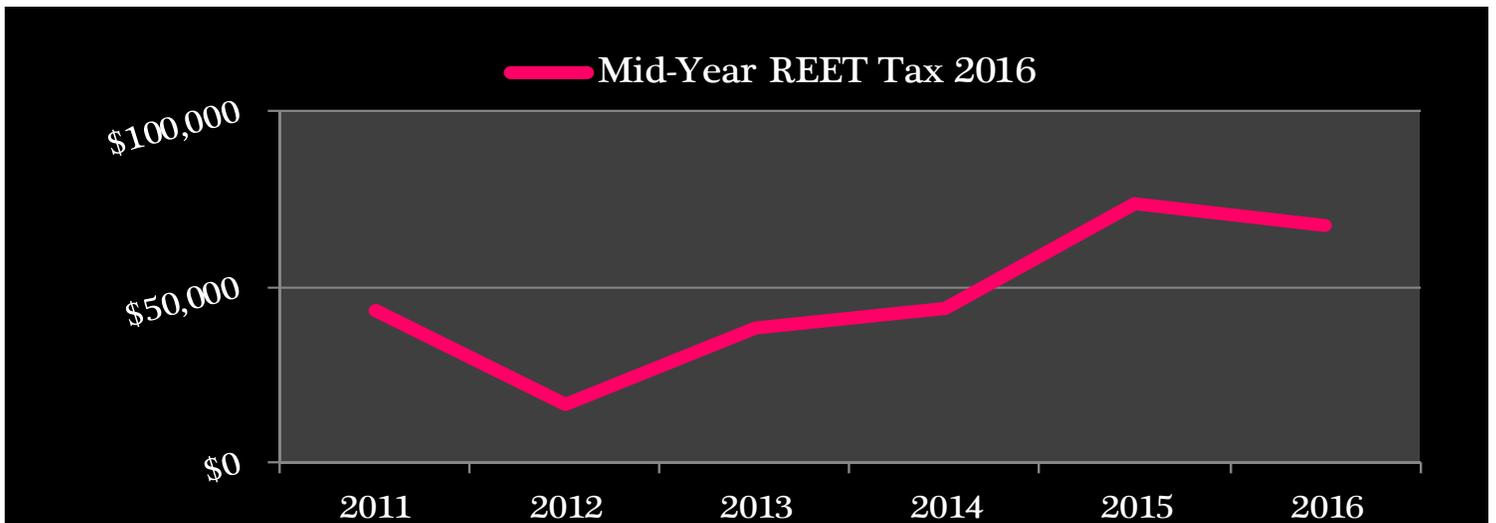
	Mid-Year Totals					
	2011	2012	2013	2014	2015	2016
Fines & Penalties	\$75,418	\$72,229	\$79,863	\$57,917	\$62,661	\$69,561



Real Estate Excise Tax

Real estate excise tax (REET) is the major funding source for the Capital Improvement Fund. The tax is imposed on all sales of real estate in the City at the total rate of one-half percent (two one-quarter percent assessments). The 2nd quarter of 2016 showed a (-8.64%) decrease over this time last year; however, market conditions are still strong in the City and housing sales continue at a good pace. Revenue from REET Tax should remain strong at least for the near term.

	Mid-Year Totals					
	2011	2012	2013	2014	2015	2016
REET Tax	\$43,460	\$16,416	\$38,592	\$44,117	\$73,792	\$67,420

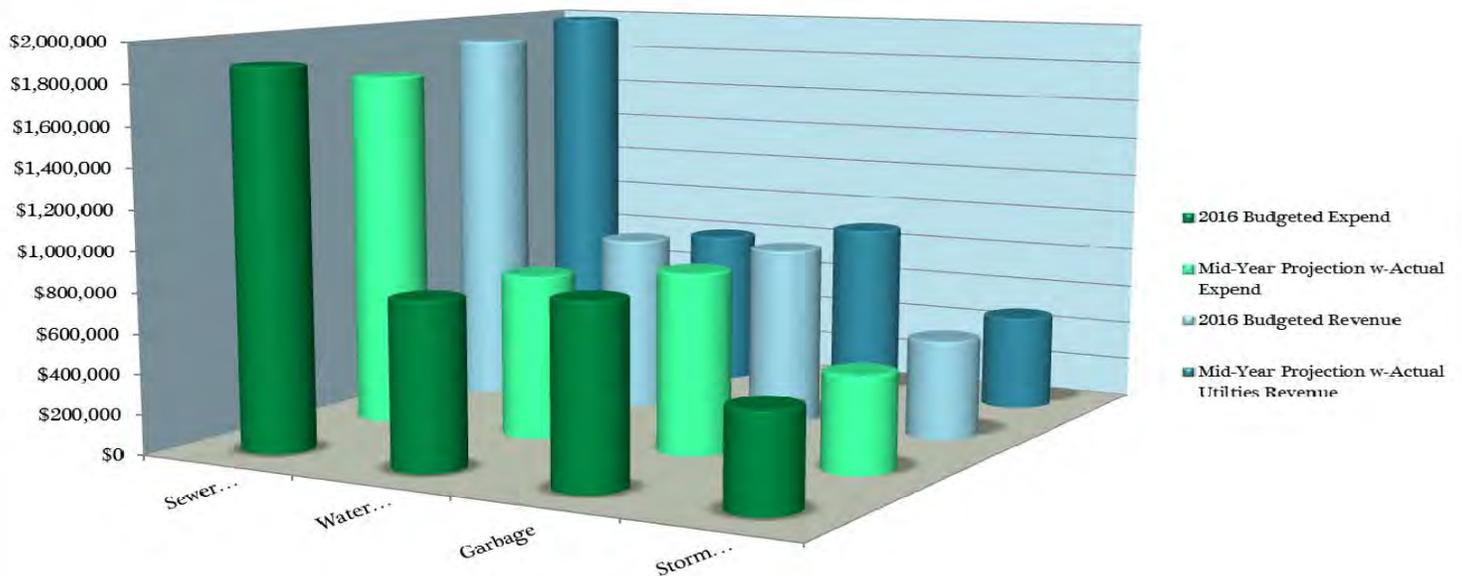


Utility Funds

2016 Mid-Year Utility Analysis

Utility	Revenue			Expenditures			EFB
	2016 Budgeted Revenue	Projection w/2nd Qtr Actual	Rev + or - difference	2016 Budgeted Expenditures	Projection w/2nd Qtr Actual	Exp + or - difference	Projected
Nat Gas Operations	\$6,896	\$7,716	11.9%	\$6,000	\$6,000	0.0%	\$1,716
Sewer Operations	\$1,909,041	\$1,984,366	3.9%	\$1,884,862	\$1,778,077	-5.7%	\$206,289
Water Operations	\$890,010	\$803,638	-9.7%	\$829,371	\$822,102	-0.9%	-\$18,464
Garbage	\$894,611	\$894,066	-0.1%	\$895,455	\$899,892	0.5%	-\$5,825
Storm Drainage	\$502,736	\$482,154	-4.1%	\$482,200	\$481,345	-0.2%	\$809

2016 Mid-Year Utility Analysis



NATURAL GAS—This fund is being left open to receive payment from outstanding delinquent accounts that have been turned over to collection. We continue to see small amounts of delinquent revenue trickle in, but still have approximately \$30K outstanding. So far we've received approximately \$1,450 in revenue in 2016.

WATER—Water revenue is showing a shortfall of (-9.7%) which is due to seasonal usage. As we progress into the summer we should see an increase in revenue. Expenditures through the 2nd quarter are under by (-0.9%). Due to the water quality issues that were experi-

enced this spring, water operations spent an additional \$30-\$35K addressing the problems. This pushed the expenditures higher than normal.

SEWER—Sewer revenues through the 2nd quarter are exceeding projections by 3.9%. This is coming from an increase in revenue from end users including customers and DSHS. Expenditures are under by (-5.7%).

SOLID WASTE—Solid Waste is operated by contracting with DM Disposal. 2nd quarter revenues are under by (-0.1%) and expenditures are under by (-0.5%). Currently we anticipate meeting

budget projections for the year; however, in March new rates took affect from DM so we will continue to monitor to ensure balance of the fund.

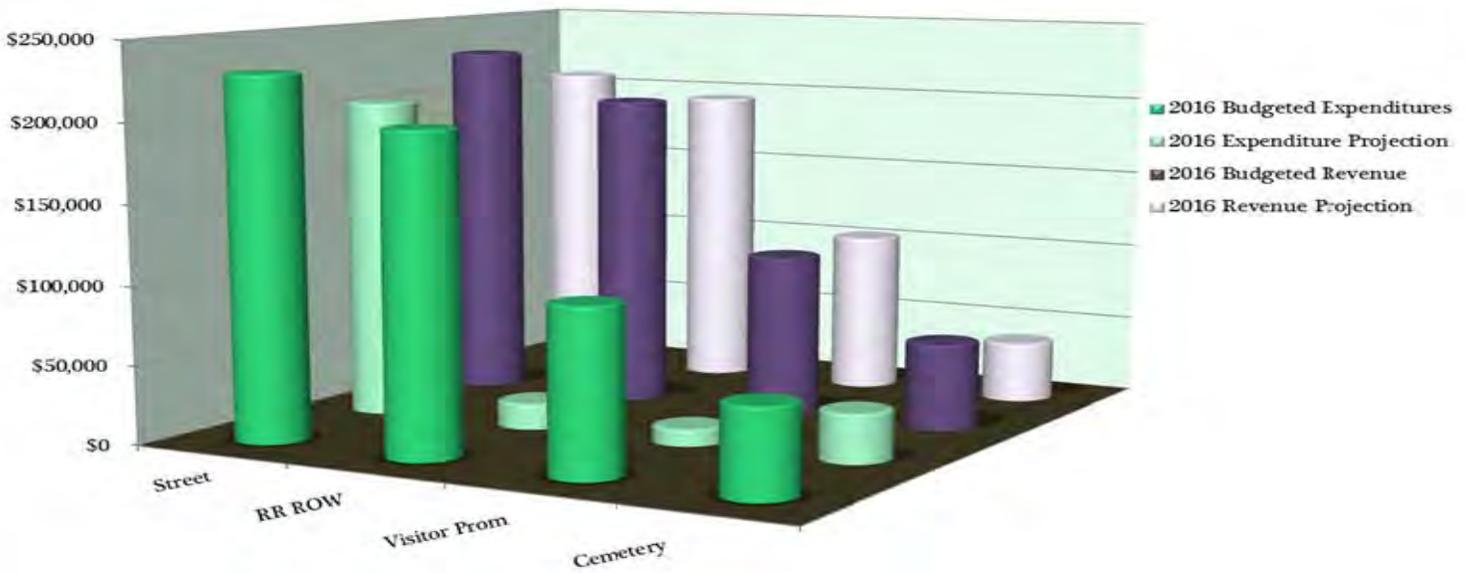
STORM DRAINAGE—Revenues from the Storm Drainage Utility are under projections by (-4.1%). Expenditures are under by (-0.2%).

Enterprise Funds

Enterprise Funds Mid-Year 2016

	2016 Est BFB	2016 Budget Revenue w/BFB	Projection w/2nd Qtr Actual	Rev + or - difference	2016 Budgeted Expend w/EFB	Projection w/2nd Qtr Actual	Exp + or - difference	Projected EFB - 2016
Street	\$28,109	\$229,080	\$207,533	-9.41%	\$229,079	\$203,577	-11.13%	\$25,502
RR ROW	\$168,097	\$200,535	\$194,720	-2.90%	\$200,534	\$16,606	-91.72%	\$183,928
Visitor Prom	\$86,047	\$103,897	\$103,438	-0.44%	\$103,897	\$10,779	-89.63%	\$93,118
Cemetery	\$10,371	\$55,621	\$38,948	-29.98%	\$55,620	\$31,162	-43.97%	\$24,458

2016 Mid-Year Enterprise Funds



CEMETERY—In May of this year the City Council entered into contract with Weeks Funeral Home to turn management, operation and maintenance over to them. Terms of the agreement were that Weeks would receive all revenue associated with the Cemetery operations for their service and provide an annual accounting to the City. So, for this fiscal year, our revenue and expenditure reporting will be off significantly as we transition to this change. To date Revenue is coming in significantly short of projections by (-29.98%) which covers the 4 1/2 months that the City maintained operations. This shortfall is offset by expenditures coming in under budget by (-43.97%).

RR ROW—Revenue to the Railroad

Right-of-Way Development fund comes solely from rental income from tenants on City property. 2nd quarter revenue is under by (-2.9%), but anticipate that this may improve as we move forward with the new lease for Del's Feed Store.

Expenditures are under by (-91.72%) but will increase slightly as property/park maintenance increases.

STREET OPERATIONS—Revenue to street operations comes primarily from State gas tax distributions, and City TBD fees. 2nd quarter revenues are under by (-9.4%), Vehicle fees from the TBD are slightly under by (-0.6%) and gas tax distributions by (-4.14%). Expenditures are still being closely monitored until revenue becomes more sta-

ble and as the table above illustrates expenditures are under by (-11.13%).

VISITOR PROMOTION—The City's tourism fund receives revenue from the Hotel & Motel Tax. 2nd quarter results show that revenue is under by (-0.44%). This fund is used to support tourism activities in the City and funds a portion of the Museum and Veteran's Memorial. Expenditures are under by (-89.63%). Expenditures are lower because the City has not implemented the geo-caching program that has been budgeted.

2016 Mid-Year Budget Analysis

2016 Mid-Year Budget Analysis								
FUND		2016 Budgeted Revenue w/BFB	End Projection Mid-Year Actual w/BFB	Rev + or - difference	Budgeted Expend w-EFB	End Projection Mid-Year Actual	Exp + or - difference	2016 Projected EFB Using Mid-Year Actual
001	General	\$5,202,598	\$5,039,661	-3.1%	\$5,207,451	\$4,218,197	-19.0%	\$821,463
002	Contingency	\$144,148	\$144,148	0.0%	\$144,148	\$0	-100.0%	\$144,148
003	Cum Res	\$5,092,000	\$5,060,003	-0.6%	\$5,092,000	\$60,000	-98.8%	\$5,000,003
004	Cemetery	\$55,621	\$38,948	-30.0%	\$55,620	\$31,162	-44.0%	\$7,786
007	Police Res	\$338,512	\$301,104	-11.1%	\$338,512	\$79,686	-76.5%	\$221,418
008	RR ROW	\$200,535	\$194,720	-2.9%	\$200,534	\$16,606	-91.7%	\$178,114
030	Fire Res	\$854,027	\$899,333	5.3%	\$860,027	\$826,826	-3.9%	\$72,507
035	Park Const	\$106,608	\$280,931	163.5%	\$52,700	\$231,456	339.2%	\$49,474
101	Street	\$229,080	\$207,533	-9.4%	\$229,079	\$203,577	-11.1%	\$3,957
102	Arterial	\$3,042,886	\$2,996,818	-1.5%	\$3,042,886	\$2,430,432	-20.1%	\$566,386
105	EMS	\$352,288	\$389,711	10.6%	\$352,188	\$228,218	-35.2%	\$161,493
109	Crim Justice	\$129,300	\$126,582	-2.1%	\$129,300	\$54,964	-57.5%	\$71,618
134	Fire Const	\$213,498	\$213,942	0.2%	\$213,498	\$2,101	0.0%	\$211,841
136	Visitor Prom	\$103,897	\$103,438	-0.4%	\$103,897	\$10,779	-89.6%	\$92,659
202	FS Bond	\$335,440	\$347,275	3.5%	\$335,440	\$298,450	-11.0%	\$48,825
307	Capital Imp	\$696,720	\$713,840	2.5%	\$696,720	\$242,437	-65.2%	\$471,403
308	Comp Plan	\$273,373	\$287,812	5.3%	\$273,373	\$49,183	-82.0%	\$238,629
401	NG Oper	\$6,896	\$7,716	11.9%	\$6,896	\$6,129	-11.1%	\$1,587
402	Water/Sewer	\$3,348,892	\$3,242,075	-3.2%	\$3,348,895	\$2,600,179	-22.4%	\$641,896
403	Solid Waste	\$898,792	\$908,922	1.1%	\$898,794	\$899,892	0.1%	\$9,031
405	Sewer Const	\$1,973,818	\$2,164,429	9.7%	\$1,973,318	\$734,661	-62.8%	\$1,429,767
406	Water Const	\$633,255	\$900,424	42.2%	\$558,255	\$561,383	0.6%	\$339,042
407	Stormwater	\$507,525	\$517,019	1.9%	\$507,525	\$481,345	-5.2%	\$35,674
408	Storm Const	\$777,086	\$951,088	22.4%	\$735,572	\$179,179	-75.6%	\$771,909
430	Equip Res	\$289,599	\$250,110	-13.6%	\$290,599	\$41,114	-85.9%	\$208,996
631	Muni Trust	\$261,533	\$288,079	10.2%	\$261,533	\$266,857	0.0%	\$21,222
632	TBD	\$109,306	\$108,615	-0.6%	\$109,366	\$108,334	0.0%	\$281
701	Ceme Imp	\$159,695	\$168,176	5.3%	\$159,695	\$973	-99.4%	\$167,202
TOTALS		\$26,336,928	\$26,852,452	2.0%	\$26,177,821	\$14,864,121	-43.2%	\$11,988,331

Investments

Bond & Investment Schedule & Allocation—July 2016

Investment	Maturity	Yield	Allocation								Annual	
			Cum Reserve	Police Reserve	RR ROW Develop	Fire Reserve	Capital Imp	Sewer Cap	Utility Reserve	Cemetery Imp	Total	Interest
FICO Strip PRN	(3yr-4mo) 08/03/2018	1.15%	\$897,557		\$50,000	\$350,000	\$50,000	\$250,000	\$50,000	\$50,000	\$1,697,557	\$19,522
FICO Strip PRN	(3yr-4mo) 08/03/2018	1.15%	\$99,913								\$99,913	\$1,149
FNMA Bond	(4yr-3mo) 05/14/2019	1.35%	\$1,000,335								\$1,000,335	\$13,505
FNMA Bond	(4yr-4mo) 06/13/2019	1.30%	\$0	\$0	\$0	\$100,000	\$50,000	\$100,000	\$50,000	\$0	\$300,000	\$3,900
FNMA Bond		1.64%				Called					\$0	\$0
FNMA Bond	(4yr-11mo) 01/10/2020	1.63%	\$2,000,850		\$50,000	\$100,000	\$100,000	\$168,000	\$100,000	\$79,557	\$2,598,407	\$42,354
FHLB Bond	(5yr-9mo) 11/27/2020	1.75%	\$999,338								\$999,338	\$17,488
FHLB Bond		1.80%				Called					\$0	\$0
Subtotal			\$4,997,993	\$0	\$100,000	\$550,000	\$200,000	\$518,000	\$200,000	\$129,557	\$6,695,550	\$97,918
LGIP		0.49%									\$4,728,808	\$23,341
Total Investments & Int.											\$11,424,358	\$121,259

Cash and Investment Activity

Period: 2016- June

Fund	Begin Cash	Begin Investments	Activity		Ending Cash	Ending Bond Invest	Ending Investments	Ending Balance
			In	Out				
Governmental								
001 Current Expense	\$38,591	\$744,962	\$494,924	\$423,976	\$34,539		\$820,264	\$854,803
Governmental Sub-Funds								
002 Contingency Reserve Fund	\$6,160	\$130,228	\$1,194	\$53	\$7,302		\$130,281	\$137,583
003 General Fund Cumulative Reserve	\$5,729	\$5,009,775	\$0	\$0	\$5,729	\$5,009,775		\$5,015,504
004 Cemetery	\$19,968	\$14	\$304	\$1,861	\$18,411		\$22	\$18,433
007 Police Equipment Reserve	\$730	\$148,462	\$6,891	\$7,362	\$259		\$146,023	\$146,281
008 Railroad Row Maint & Devel	\$21,354	\$154,528	\$619	\$2,748	\$19,225	\$100,000	\$54,550	\$173,775
030 Fire Equipment Reserve	\$4,881	\$821,552	\$21,068	\$640	\$25,310	\$550,000	\$271,662	\$846,972
035 Park Construction	\$383	\$159,830	\$64,065	\$63,768	\$680		\$95,894	\$96,574
Special Revenue Funds								
101 Street Operations	\$900	\$23,009	\$13,140	\$13,919	\$121		\$18,818	\$18,939
102 Street Capital Improvements	\$42,643	\$741,547	\$155,301	\$193,818	\$4,126		\$586,847	\$590,973
105 Emergency Medical Services	\$22,296	\$151,710	\$24,517	\$30,655	\$16,159		\$151,772	\$167,931
109 Crim Just/drug Enforcement	\$23,755	\$45,900	\$5,948	\$2,419	\$27,284		\$45,919	\$73,203
134 Fire Dept Station Construction	\$11,932	\$194,110	\$2,928	\$158	\$14,702		\$194,189	\$208,891
136 Visitor Promo & Devel	\$13,940	\$73,612	\$2,025	\$833	\$15,132		\$73,642	\$88,774
307 Capital Improvement	\$637	\$507,305	\$13,329	\$13,524	\$442	\$200,000	\$301,430	\$501,872
308 Comp Plan Capital Improve	\$5,229	\$219,757	\$6,969	\$3,008	\$9,190		\$219,847	\$229,036
Debt Fund								
202 Fire Station Const Debt Service	\$81,648	\$0	\$32,042	\$0	\$113,690		\$0	\$113,690
Utility Funds								
401 Natural Gas	\$7,157	\$0	\$454	\$27	\$7,584		\$0	\$7,584
402 Water Sewer	\$19,484	\$447,761	\$228,858	\$229,609	\$18,733		\$447,943	\$466,676
403 Solid Waste	\$5,133	\$0	\$75,457	\$74,507	\$6,083		\$0	\$6,083
407 Storm Water O & M Fund	\$11,905	\$0	\$46,605	\$47,170	\$11,340		\$0	\$11,340
Capital Construction Funds								
405 Sewer Line Repair & Construct	\$10,610	\$778,839	\$214,783	\$104,678	\$20,715	\$518,000	\$360,944	\$899,659
406 Water Line Repair & Construct	\$5,671	\$85,714	\$207,983	\$102,041	\$111,613		\$85,748	\$197,362
408 Stormwater Capital Project Fund	\$19,701	\$617,842	\$114,568	\$64,913	\$10,656		\$676,793	\$687,449
Internal Svcs Fund								
430 Utility Equipment Reserve	\$8,334	\$230,129	\$3,546	\$11,009	\$871	\$200,000	\$28,141	\$229,012
Fiduciary/ Trust Funds								
631 Municipal Court Trust	\$21,880	\$0	\$0	\$0	\$21,880		\$0	\$21,880
632 Transportation Benefit District	\$7,242	\$0	\$7,900	\$143	\$14,999		\$0	\$14,999
701 Cemetery Improvement	\$10,083	\$149,890	\$270	\$0	\$10,353	\$129,895	\$19,996	\$160,244
Totals	\$427,977	\$11,436,477	\$1,278,286	\$1,157,218	\$547,127	\$6,707,670	\$4,730,726	\$11,985,522

C. MAIN AGENDA



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Resolution Supporting the Preservation, Maintenance and Improvement of the John Wayne Pioneer Trail	Agenda Date: August 9, 2016 AB16-101		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Ellen Boyd		
	Planning Dept – Kathy Thompson		
	Police Dept – Chief Arsanto		
Municipal Court – Jessica Cash			
Cost Impact: 0			
Fund Source: N/A			
Timeline:			
Attachments:			
<p>SUMMARY STATEMENT: There has been recent discussion of closing a portion of the John Wayne Pioneer Trail east of the Columbia River. With this resolution we are standing with other cities across the state in support of the preservation, maintenance and improvement of the John Wayne Pioneer Trail.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: MOTION to Approve Resolution No. 16-___ in Support of Preservation, Maintenance and Improvement of the John Wayne Pioneer Trail.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

CITY OF BUCKLEY, WASHINGTON

RESOLUTION NO. 16-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUCKLEY,
PIERCE COUNTY, WASHINGTON, IN SUPPORT OF CONTINUED
PRESERVATION, MAINTENANCE AND IMPROVEMENT OF THE JOHN
WAYNE TRAIL.**

WHEREAS, the John Wayne Trail is a 300 mile long stretch of former railway roadbed that goes from the western slopes of the Cascade Mountains to the Idaho Border and is the longest rail trail in the United States; and

WHEREAS, the Washington State Parks Department and the Washington State Department of Natural Resources own the land the trail sits on; and

WHEREAS, in 2002 the trail was designated a National Recreational Trail by the federal government; and

WHEREAS, the trail is used by cyclists, horse riders and other recreational enthusiasts from around the state, including the John Wayne Pioneer Wagons and Riders Association for their annual "Ride Across Washington event; and

WHEREAS, the City of Spokane has spent more than \$3 million on improving connecting trails, and long term plans call for another \$4 million for the final phase of those improvements; and

WHEREAS, there has been recent discussion of closing a portion of the John Wayne Pioneer Trail east of the Columbia River; and

WHEREAS, the closure of the trail would decrease recreational opportunities for all of Washington's recreational enthusiasts, and close critical connections to other popular trails in the state, and forfeit the right-of-way for any possible future rail transport connection; and

WHEREAS, adjacent landowners have brought forward concerns about ongoing maintenance of the trail;

NOW, THEREFORE, be it resolved by the City Council of the City of Buckley that the City expresses its support for the preservation of the John Wayne Trail as well as the allocation of additional state resources for the maintenance and improvement of the trail east of the Columbia River.

Introduced, passed and approved this 9th day of August, 2016.

Pat Johnson, Mayor

ATTEST:

Joanne Starr, City Clerk

APPROVED AS TO FORM;

Phil Olbrechts, City Attorney

POSTED:

From: [CityofBuckley](#)
To: "Dave"
Subject: FW: Please Support the John Wayne Trail!
Date: Thursday, August 04, 2016 1:12:51 PM
Attachments: [City of Spokane John Wayne Pioneer Trail Resolution.docx](#)
[Cle ElumResolution No. 2015-009.pdf](#)
[Historic Rosalia Trestles of the JWPT.jpg](#)
[Long-Distance Trails WA.pdf](#)
[Municipalities supporting the JWPT.docx](#)
[Tekoa RES.1504 Proposed Closure of John Wayne Trail.docx](#)

From: Ted Blaszak [mailto:tekoatrailandtrestle@gmail.com]
Sent: Friday, July 29, 2016 10:31 AM
To: Patricia Johnson; city@cityofbuckley.com
Subject: Please Support the John Wayne Trail!

Subject: Please Support the John Wayne Trail!

Dear Mayor Patricia Johnson and Buckley City Council Members,

I am a member of the Tekoa City Council and the President of the Tekoa Trail and Trestle Association. My city of Tekoa WA (pop. 843) is at the eastern end of the John Wayne trail on the Idaho border.

The trail is critical to our small fragile economy and a central part of our community identity.

The John Wayne trail is the property of WA Parks and DNR in different sections. It is a ribbon of beauty filled with peaceful vistas of rich forests, dramatic scab lands and the pastures of the Palouse. It stretches for 285 miles and is Washington's only cross state trail.

I am writing to ask if you will join my city and a growing list of other Washington cities, 19 so far, and pass a resolution of support for the trail.

In the 2015 state legislative session, two legislators from the 9th district wrote a capitol budget proviso that closed 135 miles of the trail to the public. It gave exclusive control of the property to adjacent landowners. The proviso was inserted in the final hours of legislative budget negotiation. No public notice or invitation to comment occurred. We were told fellow legislatures weren't even notified or consulted because they needn't be bothered by something so trivial.

The implementation of the proviso however was prevented by a miraculous typographical error and after a public outcry the WA Parks Dept. formed a committee of trail users and adjacent landowners to advise parks. They met over a six month period and the final committee

report and a trail management plan was adopted by the WA State Parks Commission July 21st. It calls for trail repairs and a capitol budget request of \$2,016,000 to fund them.

We are hopeful that in 2017 our state legislature will honor this budget request. A resolution of support from your city would greatly encourage them. We are very unsure what level of opposition we will now encounter at the legislature.

I have attached:

- a) Sample resolution from the cities of Cle Elum, Spokane, and Tekoa.
- b) A map of the trail. Note that the John Wayne Trail is labeled "Iron Horse State Park Trail" and "Milwaukee Road Corridor".
- c) A picture of the trail.
- d) A list of those cities who have already passed a resolution.

Also here are some links to some news articles as well and the recently adopted John Wayne Trail maintenance plan.

Iron Horse State Park Trail Recommendations Report June 27, 2016
<http://parks.state.wa.us/DocumentCenter/Home/View/7653>

[January 29, 2016 - OBP. "Buoyed By Drafting Error, Trails Group Treks To WA Capitol To Continue Fight".](http://www.opb.org/news/article/npr-buoyed-by-drafting-error-trails-group-treks-to-capitol-to-continue-fight/)
<http://www.opb.org/news/article/npr-buoyed-by-drafting-error-trails-group-treks-to-capitol-to-continue-fight/>

[January 31, 2016 - The Spokesman Review. "The John Wayne Pioneer Trail track for a state park strategic plan"](http://www.spokesman.com/stories/2016/jan/30/the-john-wayne-pioneer-trail-track-for-a-state-par/)
<http://www.spokesman.com/stories/2016/jan/30/the-john-wayne-pioneer-trail-track-for-a-state-par/>

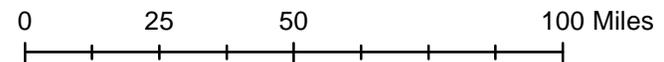
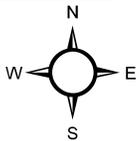
[May 1, 2016. The Seattle Times Op Ed. "**Washington's cross-state trail needs support, money.**"](http://www.seattletimes.com/opinion/washingtons-cross-state-trail-needs-support-money/)
<http://www.seattletimes.com/opinion/washingtons-cross-state-trail-needs-support-money/>

We would welcome an opportunity to discuss this issue with you if you have any questions or comments. You can reach us by email or call [509-284-2080](tel:509-284-2080).

Thank you!

Sincerely, Ted Blaszak







CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Lease Agreement - Burbank Bros. August Payment Waiver Cost Impact: N/A Fund Source: Fund 008 Timeline: Immediate	Agenda Date: August 9, 2016		AB16-102
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Ellen Boyd		
	Planning Dept – Kathy Thompson		
	Police Dept – Chief Arsanto		
Municipal Court – Jessica Cash			
Attachments: N/A			
<p>SUMMARY STATEMENT: On June 28, 2016 the City Council approved lease of the Del’s Feed Store to the Burbank Brothers for operation of a new farm & feed supply business. The City Council made a motion to waive the 1st month rent due to continued evaluation of structural issues with the building. This resulted in a delay of the tenant’s ability to occupy the building. This evaluation is still ongoing and it may be another month before the tenant can move heavier inventory into the building. Due to this delay staff and the tenant are requesting that the City Council grant another one month waiver from the lease payment due for August, 2016.</p> <p>In the interim the City is currently having the building and property appraised so further negotiations over potential purchase can occur.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: AF&PS 8/2/16			
RECOMMENDED ACTION: MOTION to Waive the August Lease Payment Due the City Per the Agreement Between the City and Don & Kelly Burbank for the Building and Property at 117 N. River Avenue.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Permission to place sign on city property for the Spinners Dance club.	Agenda Date: August 9, 2016		AB16-103
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		
	City Administrator – Dave Schmidt		
	City Attorney – Phil Olbrechts		
	City Engineer – Dominic Miller		
	Building Depart – Dean Mundy		
	Finance Depart – Sheila Bazzar		
	Fire Depart – Chief Predmore		
	Parks & Rec Depart – Ellen Boyd		
	Planning Depart – Kathy Thompson	X	
	Police Depart – Chief Arsanto		
Other – Hearing Examiner			
Attachments: Application			
<p>SUMMARY STATEMENT: Spinners is a dance club open to the public for lessons on a year-long basis. The membership drive is in the fall for the following year’s dance club activities and lessons.</p> <p>Because the sign will be on city property, the council must review and give permission, if appropriate for the city.</p> <p>This permit is requested annually.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: Motion to Approve placement of a sign on Buckley Hall for the Spinners Square Dance Club.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

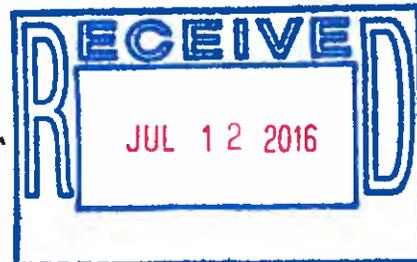


SA-3213

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

CITY OF BUCKLEY
GENERAL USE APPLICATION

- LAND DISTURBING PERMIT
- RIGHT-OF-WAY USE PERMIT
- CRITICAL AREAS PERMIT
- SIGN PERMIT
- FENCE PERMIT



(Check all that apply)

NO WORK OR ACTIVITY MAY BE STARTED WITHOUT APPROVAL AND ISSUANCE OF A PERMIT.

1. Applicant/Property Owner: DAVE PEARCY Phone # 360-829-0251

Address: 707 RYAN RD. BUCKLEY WA 98321

E-Mail address: SKIDAVE@COMCAST.NET

2. Contractor/Installer: _____ Phone # _____

Address: _____

E-Mail address: _____

Contact Person: _____ Contractor Lic. # _____

E-Mail address: _____

3. Project Location: BUCKLEY HALL

4. Project Description/Activity: SPINNERS SQUARE DANCE CLUB WOULD LIKE TO HANG A 3' X 25' BANNER ADVERTISING DANCE LESSONS ON THE WEST END OF THE BUCKLEY HALL. IT IS WHITE WITH BLACK LETTERS AND WILL BE HANG USING 1" SCREWS AND LARGE WASHERS. IT WILL HANG FOR 2 TO 3 WEEKS. LATE AUGUST TO MID SEPT.

5. Provide site plan and project design specifications check

6. Provide a complete environmental checklist for SEPA review*: check

*(if required by the City)

7. *If clearing, grading and/or filling:

Estimate number of cubic yards: _____ if over 500 cubic yards, attach SEPA checklist.

() Regraded () Removed from site () Imported to site () Other

Maximum height of fill _____ Maximum depth of cut _____.

Square footage of area to be covered with impervious surface _____.

8. * If sign and/or fence:

Setback distance from property line _____ Proposed height of structure (sign or fence) _____.

Application is for: Monument Sign Wall Mounted Sign Other

Note: Sign must be designed for 90 mph wind and seismic zone 3: Exposure B Exposure C

9. Describe and identify on site plan any streams, drainage course or wetlands known or suspected within 200 feet of the property:

10. Identify whether or not the project will effect or impact the flow of stormwater across the property. If the project will impact a flow please indicate on the site plan the current drainage pattern and how the project will effect the flow:

11. GENERAL CONDITIONS: Applicant shall;

- a. Comply with all applicable city ordinances, City design and construction standards, specifications, policies and administrative procedures.
- b. Agree to defend, indemnify and hold harmless the City of Buckley, its officers, employees and agents, from any and all suits, claims, causes of action or liabilities caused by or arising out of any activities conducted by the permittee resulting from issuance of the permit.
- c. Agree to maintain ingress and egress for vehicles and persons to abutting property at all times, unless written consent for an alternative plan is obtained from the City and impacted business or property owner.
- d. Agree to be responsible for providing adequate work zone safety controls for the protection of public pedestrians and vehicular traffic in and around the site.
- e. Agree to be responsible for restoration and clean-up of the street, sidewalk, curb and gutter and adjacent property to original or better condition immediately upon completion of the project.
- f. Agree to be responsible for providing a safe work environment for its employees according to OSHA and WISHA standards.
- g. Agree to be responsible for all site security during non-construction hours including providing adequate warning devices and barriers to hazardous conditions.
- h. Agree to be responsible for the protection of all foundations, buildings, fences, walls or other property likely to be damaged during the progress of the project, and agree to be responsible for the repair of any damaged items.
- i. Agree to be responsible for the security and protection of any unguarded machinery, equipment, materials or other device having the characteristic of an attractive nuisance likely to attract children and hazardous to their safety.
- j. Agree to be responsible for the location of all public and private utilities prior to any excavation work. **CALL FOR UTILITY LOCATES 1-800-424-5555 2 DAYS PRIOR TO DIGGING.**
- k. Agree to be responsible for protecting all public and private utilities from damage while excavation work is being done.
- l. Agree to be responsible for damage to private property due to damage to utilities, such as water pipes, sewer, gas pipe, electric conduit or other utility.
- m. Agree that he/she has read and understood the City's Stormwater Sedimentation and Erosion Control Guidelines and agrees to comply with the provisions as outlined.

- n. Agree to obtain all other required local, State and/or Federal permits or licenses associated with this work.
- o. Traffic controls, signs, road obstructions, barricades, and traffic control plans shall be in accordance with Part VI of the Manual on Uniform Traffic Control devices.
- p. Be aware the City may require a performance bond to conduct work within the public right-of-way.
- q. Failure to comply with these conditions may result in a posting of a Stop Work Order, which will remain in-place until the issue(s) resulting in the posting of a Stop Work Order are resolved to the satisfaction of the Public Works and/or Building Department.

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

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not provide authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction. I also acknowledge that it is my responsibility to maintain public streets free of dirt and debris.

David Pearson
SIGNATURE OF APPLICANT*

7/12/10
DATE

* (Must be the owner of the property or have a documented legal ownership interest verified by the City)

WORK AUTHORIZED BY THIS PERMIT MUST BE COMMENCED WITHIN 120 DAYS OF THE DATE OF ISSUANCE OR APPROVAL. THIS PERMIT EXPIRES 18 MONTHS AFTER ISSUANCE.

Agency Use Only:		
SPECIAL CONDITIONS: _____		

Payment of permit fee of \$ _____ Receipt # _____		
_____	_____	
City Administrator	Date	
_____	_____	
Public Works Supervisor	Date	
_____	_____	
City Planner	Date	
_____	_____	
City Building Official	Date	Permit Expiration Date
This permit is issued in conjunction with one or more of the following:		
<input type="checkbox"/> Valid building permit	<input type="checkbox"/> Utility extension	<input type="checkbox"/> Property access road
<input type="checkbox"/> Conditional use permit	<input type="checkbox"/> Approved short plat	<input type="checkbox"/> SEPA approval
<input type="checkbox"/> Approved street, water, storm and sanitary sewer construction drawings for a preliminary plat or site plan;		



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Permission to place sign on city property for the food bank.	Agenda Date: August 9, 2016		AB16-104
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		
	City Administrator – Dave Schmidt		
	City Attorney – Phil Olbrechts		
	City Engineer – Dominic Miller		
	Building Depart – Dean Mundy		
	Finance Depart – Sheila Bazzar		
	Fire Depart – Chief Predmore		
	Parks & Rec Depart – Ellen Boyd		
	Planning Depart – Kathy Thompson	X	
	Police Depart – Chief Arsanto		
Other – Hearing Examiner			
Attachments: Application			
<p>SUMMARY STATEMENT: Rose Clark, representing the food bank would like to place a permanent aluminum 18” x 24” white and blue sign on the side of the building beside the second door.</p> <p>Because the sign will be on city property, the council must review and give permission, if appropriate for the city.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: Motion to Approve placement of a sign on Buckley Hall by the Kiwanis Club for Food Bank Location.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	



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

**CITY OF BUCKLEY
GENERAL USE APPLICATION**

- LAND DISTURBING PERMIT
- RIGHT-OF-WAY USE PERMIT
- CRITICAL AREAS PERMIT
- SIGN PERMIT
- FENCE PERMIT



(Check all that apply)

NO WORK OR ACTIVITY MAY BE STARTED WITHOUT APPROVAL AND ISSUANCE OF A PERMIT.

1. Applicant/Property Owner: Rose Clark Phone # 360-829-0175
 Address: Box 642 / 575 Buckley, WA
 E-Mail address: ramblinrose575@gmail.com

2. Contractor/Installer: _____ Phone # _____
 Address: _____
 E-Mail address: _____
 Contact Person: _____ Contractor Lic. # _____
 E-Mail address: _____

3. Project Location: 127 N. River Rd. / food bank

4. Project Description/Activity: see attached sheet

5. **Provide site plan and project design specifications** check
6. **Provide a complete environmental checklist for SEPA review***: check
 *(if required by the City)

7. *If clearing, grading and/or filling:

Estimate number of cubic yards: _____ if over 500 cubic yards, attach SEPA checklist.
 () Regraded () Removed from site () Imported to site () Other

Maximum height of fill _____ Maximum depth of cut _____.

Square footage of area to be covered with impervious surface _____.

8. * If sign and/or fence:

Setback distance from property line _____ Proposed height of structure (sign or fence) _____.

Application is for: Monument Sign Wall Mounted Sign Other

Note: Sign must be designed for 90 mph wind and seismic zone 3: Exposure B Exposure C

9. Describe and identify on site plan any streams, drainage course or wetlands known or suspected within 200 feet of the property:

10. Identify whether or not the project will effect or impact the flow of stormwater across the property. If the project will impact a flow please indicate on the site plan the current drainage pattern and how the project will effect the flow:

11. GENERAL CONDITIONS: Applicant shall;

- a. Comply with all applicable city ordinances, City design and construction standards, specifications, policies and administrative procedures.
- b. Agree to defend, indemnify and hold harmless the City of Buckley, its officers, employees and agents, from any and all suits, claims, causes of action or liabilities caused by or arising out of any activities conducted by the permittee resulting from issuance of the permit.
- c. Agree to maintain ingress and egress for vehicles and persons to abutting property at all times, unless written consent for an alternative plan is obtained from the City and impacted business or property owner.
- d. Agree to be responsible for providing adequate work zone safety controls for the protection of public pedestrians and vehicular traffic in and around the site.
- e. Agree to be responsible for restoration and clean-up of the street, sidewalk, curb and gutter and adjacent property to original or better condition immediately upon completion of the project.
- f. Agree to be responsible for providing a safe work environment for its employees according to OSHA and WISHA standards.
- g. Agree to be responsible for all site security during non-construction hours including providing adequate warning devices and barriers to hazardous conditions.
- h. Agree to be responsible for the protection of all foundations, buildings, fences, walls or other property likely to be damaged during the progress of the project, and agree to be responsible for the repair of any damaged items.
- i. Agree to be responsible for the security and protection of any unguarded machinery, equipment, materials or other device having the characteristic of an attractive nuisance likely to attract children and hazardous to their safety.
- j. Agree to be responsible for the location of all public and private utilities prior to any excavation work. **CALL FOR UTILITY LOCATES 1-800-424-5555 2 DAYS PRIOR TO DIGGING.**
- k. Agree to be responsible for protecting all public and private utilities from damage while excavation work is being done.
- l. Agree to be responsible for damage to private property due to damage to utilities, such as water pipes, sewer, gas pipe, electric conduit or other utility.
- m. Agree that he/she has read and understood the City's Stormwater Sedimentation and Erosion Control Guidelines and agrees to comply with the provisions as outlined.

- n. Agree to obtain all other required local, State and/or Federal permits or licenses associated with this work.
- o. Traffic controls, signs, road obstructions, barricades, and traffic control plans shall be in accordance with Part VI of the Manual on Uniform Traffic Control devices.
- p. Be aware the City may require a performance bond to conduct work within the public right-of-way.
- q. Failure to comply with these conditions may result in a posting of a **Stop Work Order**, which will remain in-place until the issue(s) resulting in the posting of a **Stop Work Order** are resolved to the satisfaction of the Public Works and/or Building Department.

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

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not provide authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction. I also acknowledge that it is my responsibility to maintain public streets free of dirt and debris.

Rose Clark
SIGNATURE OF APPLICANT*

8/1/16
DATE

* (Must be the owner of the property or have a documented legal ownership interest verified by the City)

WORK AUTHORIZED BY THIS PERMIT MUST BE COMMENCED WITHIN 120 DAYS OF THE DATE OF ISSUANCE OR APPROVAL. THIS PERMIT EXPIRES 18 MONTHS AFTER ISSUANCE.

Agency Use Only:		
SPECIAL CONDITIONS: _____		

Payment of permit fee of \$ _____ Receipt # _____		
_____	_____	
City Administrator	Date	
_____	_____	
Public Works Supervisor	Date	
_____	_____	
City Planner	Date	
_____	_____	
City Building Official	Date	Permit Expiration Date
This permit is issued in conjunction with one or more of the following:		
<input type="checkbox"/> Valid building permit	<input type="checkbox"/> Utility extension	<input type="checkbox"/> Property access road
<input type="checkbox"/> Conditional use permit	<input type="checkbox"/> Approved short plat	<input type="checkbox"/> SEPA approval
<input type="checkbox"/> Approved street, water, storm and sanitary sewer construction drawings for a preliminary plat or site plan;		



> blue letters

> blue letters

size: 18" X 24"

material: aluminum

color: blue letters on white
~~black letters on white~~

font: Helvetica

fastenings: screws to the right of the ^{client} door (second door up the stairs)

no sign at the present time



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Agreement for Professional Services - Prosecutor Swain (6 month term)	Agenda Date: August 9, 2016		AB16-105
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Ellen Boyd		
	Planning Dept – Kathy Thompson		
	Police Dept – Chief Arsanto	X	X
Municipal Court – Jessica Cash			
Attachments: Agreement			
<p>SUMMARY STATEMENT: On Tuesday August 2, 2016 the City’s Prosecutor resigned his position with the City effective August 30, 2016. In order to ensure that the City continues to adequately provide prosecution services we have requested that Ms. Krista White Swain assume these duties per State and local regulation. Ms. Swain has provided us with an interim 6 month contract for services to fulfill these duties and responsibilities.</p> <p>Ms. Swain is well qualified and is currently serving as the Prosecutor for Enumclaw, Milton and Puyallup. In addition to prosecution she has experience in public defense, and litigation and is also a judge pro-tem. We are very fortunate to have the opportunity to have Ms. Swain assume these duties and responsibilities for the City.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: AF&PS 8/2/16			
RECOMMENDED ACTION: MOTION to Approve the Professional Services Agreement Between the City and Krista White Swain for the purpose of providing services as a Municipal Court prosecutor for the Buckley Municipal Court.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made and entered into this ____ day of _____, 2016, by and between the City of Buckley, a municipal corporation, hereinafter referred to as the “City” and Krista White Swain, attorney at law, hereinafter referred to as the “Prosecutor”, for purposes of providing services as a Municipal Court prosecutor for the Buckley Municipal Court.

The City hereby agrees to retain and employ the Prosecutor to provide prosecutorial services for the Buckley Municipal Court, established by the Buckley Municipal Code and statutes of the State of Washington, including Chapter 3.50 of the Revised Code of Washington, the provisions of which are incorporated herein by this reference.

1. Scope of Services. The Prosecutor shall be available, as needed, to provide prosecutorial services for the City of Buckley. The Prosecutor shall prepare cases for criminal prosecution of all misdemeanors and gross misdemeanors under the Buckley Municipal Code and the laws of the State of Washington.

2. Compensation. The City shall compensate the Prosecutor for services rendered under this Agreement in the amount of \$4,800 per month. In addition, Prosecutor shall be paid at the rate of \$100 per hour for in-court time for any appearance outside of the regular court schedule (currently three days per week), for any appearance in Superior Court or the Court of Appeals (this includes jury trials and all other specially set hearings outside of the regular calendar), or for any work not covered by the scope of this contract. Any change in compensation shall be proposed by the Prosecutor for consideration by the City no later than August 1 of each year. Such changes, if any, to the compensation shall become a part of this agreement upon the approval of the City Council and the acceptance by the Prosecutor.

3. Costs. The City shall pay for witness expenses, expert witness fees and certified court interpreters, and conflict prosecutors as needed by the Court.

4. Assistant Prosecutors. The Prosecutor shall be responsible for providing back-up coverage in the event of her absence, at no additional cost to the City. Such back-up coverage shall only be provided by attorneys, licensed to do business in the State of Washington, and who have been previously approved by the City.

5. Term of Contract. The term of this Agreement shall be for six months, commencing _____, 2016 through _____, 2017.

6. Termination. This Agreement may be terminated by either party with 90-days written notice to the other party. The City reserves the right to immediately terminate the Agreement for cause.

7. Ownership. All files and other documents maintained by the Prosecutor shall be the files of the City of Buckley and accessible by the City through its City Attorney or other duty authorized representative at their request. At the request of the City, any and all files maintained by the Prosecutor shall be tendered to the City.

8. Independent Contractor. The Prosecutor and assistant(s) are professionals acting without direct supervision and are independent contractors. The Prosecutor waives any claim in the nature of a tax, charge, cost or employee benefit which would attach if the Prosecutor or Prosecutors' assistant(s) were held to be employees of the City.

9. Non-exclusive Contract: This shall be a non-exclusive contract. The City reserves the right to contract for additional prosecutorial services in the future. Nothing herein shall be interpreted to prohibit such future contract or to guarantee renewal of this contact.

10. Legal Defense. So long as the Prosecutor is acting within the scope of this Agreement and in accord with their ethical responsibilities under the provisions of the Rules of Professional Conduct established by the Washington Supreme Court, the Prosecutor shall be entitled to legal defense and representation as an official of the City in accord with the provisions of the Buckley Municipal Code. Nothing herein shall be interpreted to require defense or indemnity for acts beyond the scope of this Agreement, including but not limited to tortuous or wrongful acts committed or alleged to have been committed by the Prosecutor.

11. Indemnity. The Prosecutor agrees to indemnify and hold harmless the City, its officers, agents and employees with loss, claim, or liability, including the cost of legal defense by counsel of the City's, officer's, agent's or employee's choosing, in the event of claim, loss or liability;

- Arising from acts beyond the scope of this Agreement, including but not limited to the wrongful or tortuous acts of the Prosecutor or their assistant(s); and/or
- Arising from malpractice or breach of the Rules of Professional Responsibility by the Prosecutor or their assistants;
- Arising from an alleged employment relationship between the City and the Prosecutor, and/or their assistant(s) and resulting claim, loss or liability for salary, wages overtime, or employee benefits of any kind or nature, whether through the Courts or an administrative agency of any kind.

Nothing herein shall be interpreted to require the Prosecutor to indemnify the City, its officers, agents or employees from loss, claim or liability arising from the negligent, wrongful, or tortuous conduct of said City, officer, agent or employee.

12. Entire Agreement. This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. This Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties, other than as provided in the Puyallup Municipal Code and/or RCW Chapter 3.50.

DATED this _____ day of July, 2016.

CITY OF Buckley

PROSECUTOR

By: _____

By: _____
Krista White Swain

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Agreement for Domestic Violence Services Cost Impact: N/A Fund Source: N/A Timeline: N/A	Agenda Date: August 9, 2016		AB16-106
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Ellen Boyd		
	Planning Dept – Kathy Thompson		
	Police Dept – Chief Arsanto	X	X
Municipal Court – Jessica Cash			
Attachments: Agreement			
<p>SUMMARY STATEMENT: The City currently lacks the ability to provide domestic violence services to victims of domestic violence, which should be a service that's provided. We've had several domestic violence cases lately and this is a service that we believe is critical in providing information and resources to victims. In order to provide these services the City has reached out to an experienced domestic violence advocate, Ms Nancy Shattuck and asked that she provide a proposal for these services.</p> <p>Under terms of the agreement being presented for consideration Ms. Shattuck will;</p> <ul style="list-style-type: none"> A. Contact the victim of domestic violence upon receipt of the police report. B. Make referrals to necessary community advocacy services (i.e., EDVP, Protection Order Office). C. Work with the prosecutor and the police to secure any additional evidence or information necessary to the prosecution of the case, (i.e., photographs, Smith affidavits, additional statements). D. Educate the victim about the court process and about his or her role as a witness. 			
COMMITTEE REVIEW AND RECOMMENDATION: AF&PS 8/2/16			
RECOMMENDED ACTION: MOTION to Approve the Agreement for Domestic Violence Services Between the City and Nancy Shattuck.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

City of Buckley

Agreement for Domestic Violence Services

THIS AGREEMENT dated this _____ day of _____, 2016 is entered into by and between the City of Buckley, Washington a municipal corporation hereinafter referred to as "City", and Nancy Shattuck, victim advocate and independent contractor, hereinafter referred to as "Contractor".

WHEREAS, the City desires to have certain services performed for its citizens who are victims of domestic violence; and

WHEREAS, the City has selected the Contractor to perform the above mentioned services;

NOW, THEREFORE, based upon mutual covenants to be derived, the parties agree as follows:

1. **Scope of Services to be Performed by the Contractor.** The Contractor shall perform services outlined in Exhibit "A" of this Agreement. In performing these services, the Contractor shall at all times comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Contractor shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. **Compensation.**

a. The Contractor shall be paid an amount of thirty dollars (\$30.00) per hour. The Contractor shall not proceed with the provision of services in excess of ten (10) hours per month without the express written permission of the City Administrator or his designee.

b. The City shall pay the Contractor for services rendered and allowable expenses incurred after receipt of an invoice separately detailing such services rendered and expenses incurred during the applicable period. The City shall make payments to the Contractor. The Contractor shall submit time sheets setting forth the services provided, by case name. All invoices shall be accompanied by an Invoice Summary Form substantially in the form set forth in Exhibit "B".

c. The Contractor shall be reimbursed for mileage at the current IRS allowed amounts. The Contractor's request for mileage reimbursement shall accompany the invoice shown on Exhibit B and shall include documentation of the mileage incurred.

d. Any change or modification to this Agreement for additional services as above referenced shall be in writing and signed by the parties to this Agreement. Any compensation due for the change or modifications shall be on the same terms and conditions as set forth or in a manner otherwise mutually agreed to by the parties.

e. The Contractor shall complete and return an IRS Form W-9, Request for Taxpayer Identification Number, prior to the execution of this Agreement.

3. **Termination.**

a. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon fourteen (14) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Contractor pursuant to this Agreement shall be submitted to the City.

b. In the event this Agreement is terminated or suspended, the Contractor shall be entitled to payment for all services performed and reimbursable expenses uncured up to the date of termination.

c. The City may cancel or terminate this Agreement immediately if the Contractor's insurance coverage is canceled for any reason or if the Contractor is unable to perform the services call for by this Agreement.

d. The Contractor reserves the right to terminate this Agreement with not less than sixty (60) days' written notice.

e. This section shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2016 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

5. **Ownership and Use of Documents.**

a. All documents, drawings, specifications, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not.

b. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released to the news media or any other source without the written permission of the City.

c. The Contractor shall preserve the confidentiality of all City documents and data accessed for use in Contractor's work product. Breach of confidentiality by the Contractor shall be grounds for immediate termination.

6. **Record Keeping and Reporting.**

a. The Contractor shall maintain accounts and record, 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.

b. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with Chapter 40.14 RCW and by the City.

7. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

8. **Independent Contractor.**

a. The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The Contractor will be solely responsible for its

acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

b. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.

9. **Indemnification/Hold Harmless.** The Contractor shall defend, indemnify, and hold harmless the City and its officers, officials, agents, employees, and volunteers from any and all costs, claims, injuries, damages, losses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 the bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

10. **Insurance.**

a. The Contractor shall procure and maintain in full force throughout the duration of the Agreement automobile insurance with combined single limits of liability not less than \$500,000 for bodily injury, including personal injury or death and property damage. The Contractor shall also procure and maintain in full force throughout the duration of the Agreement an umbrella policy with limits of liability not less than \$1,000,000.

b. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain the following provisions:

- (1) The Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.
- (2) The Contractor's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

d. **Verification of Coverage.** The Contractor 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 Contractor before commencement of the work.

e. **Subcontractors.** If the Contractor has subcontractors, the Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the contractor.

11. **Delays.** The Contractor is not responsible for delays caused by factors beyond the Contractor's reasonable control. When such delays beyond the Contractor's reasonable control occur, the City agrees the Contractor does not owe for damages, nor shall the Contractor be deemed to be in default under the Agreement.

12. **Successors and Assigns.** Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the written consent of the other.

13. **Discrimination Prohibited.** The Contractor shall not discriminate against any employee or applicant for employment, or any person seeking the services of the Contractor under this Agreement because of sex, age, race, color, religion, creed, national origin, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification.

14. **Notices.** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

To the City:

Buckley City Hall
933 Main Street
(PO Box 1960)
Buckley, Washington 98321

To the Contractor:

Nancy Shattuck
206-946-8827
nshattuck@yahoo.com

15. **Applicable Law; Venue; Attorney Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Pierce County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

16. **General Administration and Management.** The City's contract manager shall be the City Administrator or his designee. The Contractor shall refer questions or concerns related to this Agreement, other than the Scope of Work, to the City Administrator. The Contractor shall refer questions regarding the Scope of Work to the City Attorney or his designee.

17. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as reasonably possible to expressing the intention of the stricken provision.

18. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this Agreement.

CITY OF BUCKLEY:

NANCY SHATTUCK:

By:

Nancy Shattuck

Dated: _____

Dated: _____

Attested:

By: _____, City Clerk

Approved as to form:

By: _____, CITY ATTORNEY

Attachments: Exhibits "A" and "B"

Exhibit A to Domestic Violence Advocate Agreement

Scope of Services to be Provided by the Contractor. With the objective of working with the prosecutor to encourage the prosecution of each case while ensuring the safety, support, and education of the victim, the Contractor shall complete the following specific duties for domestic violence cases filed by the City:

- A. Contact the victim of domestic violence upon receipt of the police report.
- B. Make referrals to necessary community advocacy services (i.e., EDVP, Protection Order Office).
- C. Work with the prosecutor and the police to secure any additional evidence or information necessary to the prosecution of the case, (i.e., photographs, Smith affidavits, additional statements).
- D. Educate the victim about the court process and about his or her role as a witness.



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Exemption of BMC 8.30.020 “Noise Control” and WAC 173.60 for SR410 Paving and Bridge Joint Repair	Agenda Date: August 9, 2016		AB16-107
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Ellen Boyd	X	X
	Planning Dept – Kathy Thompson		
Police Dept – Chief Arsanto			
Municipal Court – Jessica Cash			
Attachments: Letter, Map & Photos			
<p>SUMMARY STATEMENT: See attached request. WSDOT is requesting a noise exemption from BMC 8.30.020 and WAC 173.60 for 6, non-consecutive nights to repair and replace the Bridge joints at the White River Bridge at State Route 410 within the jurisdiction of the City of Buckley. WSDOT Acoustics, Air Quality, and Energy program is requesting relief from the requirements of WAC 173.60 allowing WSDOT representatives to perform work at night between the hours of 10 PM and 7 AM. Dates are TBD but are anticipated to be in the Spring of 2017.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
<p>RECOMMENDED ACTION: Motion to Exempt the WSDOT from the Noise Restrictions of BMC 8.30.020 and WAC 173.60 for 6 non-consecutive nights to repair and replace the Bridge joints at the White River Bridge at State Route 410.</p>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	



Washington State
Department of Transportation

Northwest Region
15700 Dayton Avenue North
P.O. Box 330310
Seattle, WA 98133-9710

(206) 440-4000
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 11, 2016

Ms. Patricia Johnson
Mayor
City of Buckley
933 Main Street
Buckley, WA 98321

RE: **Noise Exemption City of Buckley - XL 5032**
SR 410/ White River Bridge to SR 164 – Paving and Bridge Joint repair MP 21.99-24.78

Dear Ms. Johnson:

The purpose of this letter is to request 6, non-consecutive nights of a noise exemption to repair and replace the Bridge joints at the White River Bridge at State Route 410 within the jurisdiction of the City of Buckley. WSDOT Acoustics, Air Quality, and Energy program is requesting relief from the requirements of 173.60 of the Washington Administrative Code (WAC) allowing WSDOT representatives to perform work at night between the hours of 10 PM and 7 AM.

Project Description

This project will mill and fill the existing asphalt surface on SR 410 between MP 22.02 and MP 24.78 within the jurisdiction of cities of Enumclaw and King County. Within the city of Buckley, the project will consist of cleaning, repairing and replacement of the bridge expansion joints. The project will start construction on March 1, 2017 and with an estimated completion of December 31, 2017, however, until the project is awarded we do not have a firm time when the bridge work will take place.

Justification for Nighttime work

The majority of the work is planned for the items of work within the city of Enumclaw and King County during nighttime and daytime closures. However, the bridge replacement work will require night work so the temporary closure would allow the work window with longer interval of hours improving productivity. Also, because traffic volumes and freight are lower, it is likely that when this work is performed during the nighttime closures it will be safer for the highway users and workers. City of Buckley closest residents are farther than 500 feet from the bridgework zone, so they will likely notice construction activities during the nighttime closures. However, for the bridgework we expect residents along the SR 410 corridor will notice back up alarms, saw cutting and jackhammering during bridge joint repair and replacement. Residents with direct line of sight to the work zone are likely to be more aware of the nighttime work than those farther from the highway as sound dissipates with distance. To mitigate and alleviate any inconvenience, we are proposing the listed mitigation measures under which the exemption would be granted.

Proposed Nighttime Noise Mitigation

To mitigate and alleviate any inconvenience, we are proposing the listed mitigation measures under which the exemption would be granted:

1. All vehicles shall be equipped with ambient sensitive backup warning devices. The Contractor may use back-up observers in lieu of back-up warning devices for all equipment except dump trucks in compliance with WAC Chapter 296-155-610 and 296-155-615. The Contractor shall use back-up observers and back-up warning devices for dump trucks in compliance with WAC Chapter 296-155-610.
2. Truck tailgate banging is prohibited. All trucks shall be secured to prevent excessive noise from banging.
3. All trucks performing export haul shall have well maintained bed liners as inspected and approved by the Engineer.
4. A copy of noise exemption shall be kept on the project site at all times.
5. Provide a WSDOT complaint number as well as a list of designated contact persons for the purpose of forwarding complaints.
6. The Contractor notifies residents at a radius that the city's request of nighttime work activities at least 14 calendar days in advance of the proposed nighttime construction works.

The Project Engineer administering this project is listed as follows

Aleta Borschowa P.E.
borscha@wsdot.wa.gov
6431 CORSON AVE S.
Seattle, WA 98108
206-768-5601

Should construction activities associated with this project cause noise impacts and a noise complaint is received, we request that you help us resolve it by notifying the above Project Engineer or myself within 24 hours of the occurrence.

Your attention to this matter is greatly appreciated. If you should have any questions, please call me at (206) 440-4554.

Sincerely,



Maria Laura Musso-Escudé
Acoustic, Air Quality and Energy Specialist

cc: Dave Schmidt	City of Buckley Administrator
John Chi PE/Mohammed Hassan	NB82-136
Aleta Borschowa, PE	NB82-52

File: SR 410/ White River Bridge to SR 164 – Paving Project MP 21.99-24.78

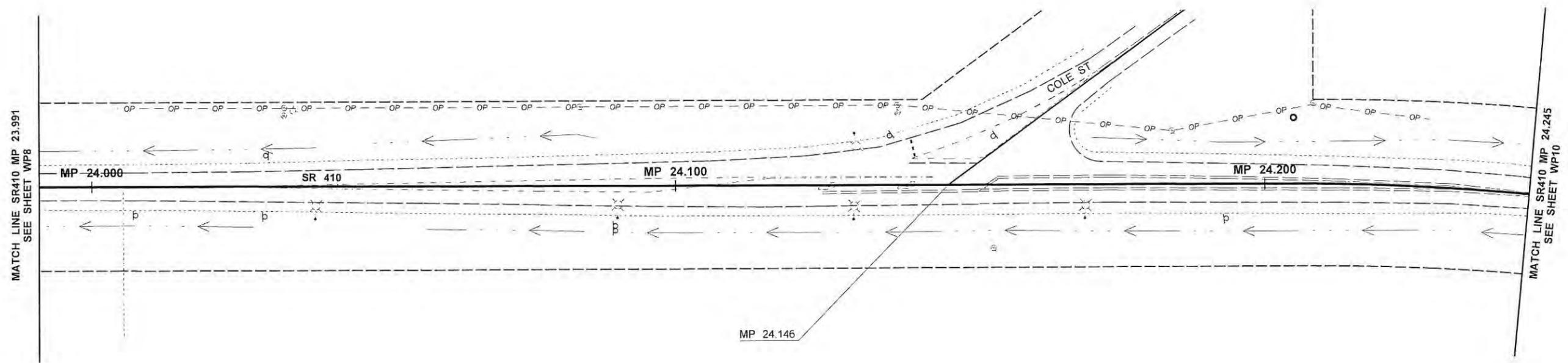
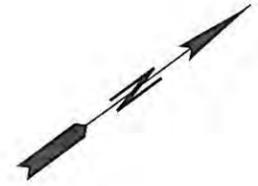
ATTACHMENT 1

Vicinity Map

ATTACHMENT 2

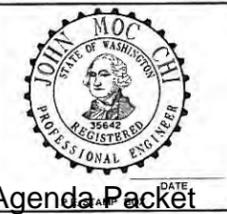
Traffic Lane closures Memo





FILE NAME	T:\412350\XL5032 SR410 White River Brdg. to SR 164\CAD\ContractPlans\XL5032_PS_WP.dgn		
TIME	12:46:43 PM		
DATE	3/7/2016		
PLOTTED BY	doughee		
DESIGNED BY	E. DOUGHERTY		
ENTERED BY	E. DOUGHERTY		
CHECKED BY	M. HASAN		
PROJ. ENGR.	J. M. CHI		
REGIONAL ADM.	L. ENG	REVISION	DATE BY

REGION NO.	STATE	FED.AID PROJ.NO.
10	WASH	
JOB NUMBER		
CONTRACT NO.		LOCATION NO

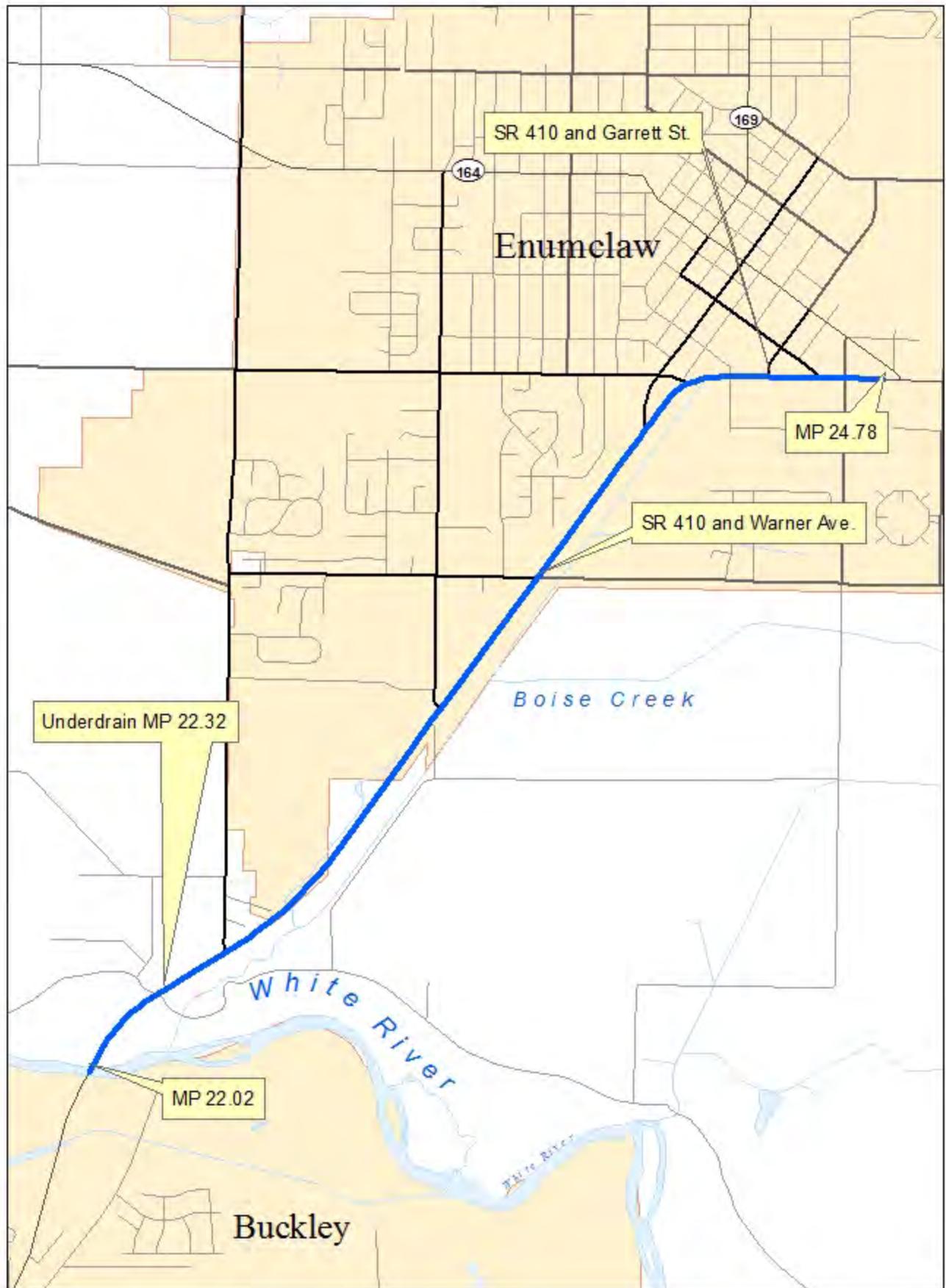


P.E. STAMP BOX	DATE



SR 410 WHITE RIVER BRIDGE TO SR 164 PAVING & ADA COMPLIANCE
WORK PLAN

Plot 9
PLAN REF NO WP9
SHEET OF SHEETS



D. CONSENT AGENDA

**City Council
July 26, 2016**

Mayor Johnson called the regularly scheduled meeting to order at 7:00 PM.

Upon roll call the following members were present: Sundstrom, Rose, Tremblay, Leggett, Burkett and Boyle Barrett. Also in attendance were City Administrator Schmidt, City Planner Thompson, and Recreation Services Director Boyd.

Mayor Johnson administered the Oath of Office to new Council member Sandy Burkett after which she took her place at the table.

Mayor Johnson asked if there were any changes, additions or deletions to the agenda. There were none. **Council member Rose moved to approve the agenda. Council member Tremblay seconded the motion. Motion carried.**

CITIZEN PARTICIPATION

Mark Gingrich – Murrey’s Disposal

Mark from Murrey’s Disposal presented information about the new garbage can system that will be going into effect around October of this year.

STAFF REPORTS

Recreation Services Director Boyd reminded the Council that National Night Out is next Tuesday evening at 6:00 PM. National Night Out is going to be different than it has been in the years past. There won’t be anything at the Youth Center this year; it will all be run by different neighborhoods. Also, the first Music in the Park was a success last Thursday night, and the Senior Center is having their annual rummage sale on Saturday.

City Administrator Schmidt stated that all projects are still ongoing. If you have noticed areas along the roads that haven’t been mowed it’s because the mower is currently getting repaired and should be back up soon. Johansen will be revising the section of the intersection that they are working on in order to be able to continue with the project. We received notice that our Sewer Treatment Plant Operator Jerry Forza is taking a job with North Bend and our Sewer Treatment Plant Supervisor is out for a week due to medical reasons, but he is available by phone.

MAIN AGENDA

Public Hearing – 2017-2022 Six Year Transportation Improvement Plan (STIP):
Mayor Johnson recessed the City Council meeting and entered into the Public Hearing at 7:50 PM. There were no speakers. **Mayor Johnson closed the Public Hearing and reconvened the City Council meeting at 7:53 PM.**

RES No. 16-10: Adopting 2017-2022 Six Year Transportation Improvement Plan (STIP):

Council member Tremblay moved to Approve Resolution No. 16-10 Adopting the 2017-2022 STIP. Council member Sundstrom seconded the motion. Motion carried.

Skate Park Reconstruction Project – Change Order #1:

Council member Boyle Barrett moved to Approve the Buckley Skatepark Reconstruction Project Change Order #1 for \$3,137.57. Council member Rose seconded the motion. Motion carried.

Exception to Noise Ordinance BMC 8.303020 (3) – Skatepark Grand Opening:

Council member Boyle Barrett moved to Exempt the Buckley Parks and Recreation Department From the Noise Control Regulations of BMC 8.30.020 for City Sponsored Skate Park Grand Opening and Community Block Party on 8/11/16. Council member Leggett seconded the motion. Motion carried.

CONSENT AGENDA

Council Member Boyle Barrett moved to Approve the Consent Agenda. Council member Leggett seconded the motion. Motion carried.

Approve Minutes of July 12, 2016 City Council Meeting

Claim check numbers 55505 through 55578, in the amount of \$824,546.55 for the period of June 29, 2016 through July 12, 2016; Treasurer check numbers 11915 through 11924 in the amount of \$2,433.56 and ACH transactions in the amount of \$10,812.38, for a total Treasurer check amount of \$13,245.94; Payroll check numbers 35844 through 35905, in the amount of \$137,869.89 and ACH transactions in the amount of \$238,604.84 for a total June payroll of \$376,474.73 for the month of June; and Claim check numbers 55579 through 55629, in the amount of \$141,509.09, for the period of July 13, 2016 through July 26, 2016 are hereby approved and ordered paid this 26th day of July, 2016.

COMMITTEE REPORTS

Mayor's Report: Mayor Johnson stated she didn't have anything to report at this time.

Administration, Finance & Public Safety:

Council member Boyle Barrett stated they will be meeting August 2nd.

Transportation & Utilities:

Council member Tremblay stated that he passed out the minutes from the last meeting and he will be cancelling the next meeting on August 16th.

Community Services: Council member Rose stated they didn't have a meeting due to lack of quorum. They will be meeting August 18th.

Council Member Comments & Good of the Order:

Council member Sundstrom stated that he would like to view the monthly vouchers pertaining to the utility operations.

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

With nothing further the meeting was adjourned at 8:11 PM.

Mayor

City Administrator

CITY COUNCIL

STUDY SESSION

August 2, 2016

ATTENDEES: Councilmembers Sundstrom, Rose, Leggett, Boyle Barrett, B. Burkett, Tremblay and S. Burkett. Also in attendance were Mayor Johnson, City Planner Thompson and City Administrator Schmidt.

Mayor Pro Tem Tremblay called the Study Session to order at 7:04 PM.

Mayor Pro Tem Tremblay introduced Lisa Klein and Brittany Port with AHBL, who then gave a presentation on the City's Design Standards. After a lengthy presentation the Council was able to give City Planner Thompson, Lisa Klein and Brittany Port feedback regarding the Design Standards. A final will be coming to Council for adoption.

With nothing further, the Study Session was adjourned at 8:35 PM.

City Administrator Dave Schmidt

Mayor Pat Johnson

E. COMMITTEE REPORTS