



**BUCKLEY CITY COUNCIL MEETING AGENDA**  
**August 23, 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 #16-12  
Next Agenda Bill #AB16-108

**A. Citizen Participation**

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

**B. Staff Reports**

**C. Main Agenda**

1. RES No. 16-\_\_ : Supporting City Sponsored Music In The Park Pg. 8
2. Agreement - Yakima Jail Contract Pg. 13
3. Final Acceptance – North Parking Lot Reconstruction Project Pg. 31
4. Lease Agreement - Addendum #5 to Doxa (“SoZo”) CrossFit LLC Lease Pg. 50
5. Change Order No. 2 - Realignment Phase 2 Project Pg. 55
6. Bid Award – Elk Heights Paving Project Pg. 63

**7. Executive Session: Real Estate Negotiations**

**D. Consent Agenda**

8. A. Approve Minutes of August 9, 2016 City Council Meeting Pg. 64
- B. Claims
- C. Transfer Voucher

**E. Committee Reports**

9. Mayor’s Report Johnson
10. Administration, Finance & Public Safety Boyle Barrett
11. Transportation & Utilities Tremblay
12. Community Services Rose
15. 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>

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## CITY OF BUCKLEY MEETING LIST

Aug 18	4:00 PM	Community Services
Aug 22	7:00 PM	Planning Commission
Aug 23	7:00 PM	City Council
<b>Aug 30</b>	<b>4:00 PM</b>	<b>Joint Community Coordinating Committee (City Hall)</b>

## **BUDGET MEETINGS IN BOLD COLOR**

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
<b>Sept 19</b>	<b>9:30 AM</b>	<b>Admin, Finance &amp; PS (<u>BUDGET</u>) – City Hall</b>
Sept 20	9:30 AM	Admin, Finance & Public Safety (City Hall)
<b>Sept 20</b>	<b>7:00 PM</b>	<b>Transportation &amp; Utilities (<u>BUDGET</u>) – City Hall</b>
<b>Sept 22</b>	<b>4:00 PM</b>	<b>Community Services (<u>BUDGET</u>) – City Hall</b>
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 18, 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 <b>4 Joint Community Coordinating Committee (at City Hall)</b>	31			

# September 2016



Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5  <b>HAPPY LABOR DAY</b>	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 9:30 AM—Admin, Fin & PS— <u>BUDGET</u>	20 9:30 Admin, Fin & PS 7 Transportation & Utilities— <u>BUDGET</u>	21 	22 4 Community Ser- vices— <u>BUDGET</u>	23	24
25	26 7 Planning Commis- sion	27 7 City Council	28	29	30	

**A. CITIZEN PARTICIPATION**

**B. STAFF REPORTS**

**C. MAIN AGENDA**



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b> <b>RES No. 16-___ - Supporting City Sponsored Music In The Park</b>	<b>Agenda Date: August 23, 2016</b>		<b>AB16-108</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts		
	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			
Cost Impact: N/A			
Fund Source: N/A			
Timeline: N/A			
<b>Attachments:</b>			
<p>SUMMARY STATEMENT: A recent article from MRSC discussed concerns about City sponsored summer events and if not done correctly could violate the gift of public funds prohibition of Article 8, Section 7 of the Washington State Constitution. The attorney for MRSC recommended that those Cities who sponsored or co-sponsored these types of events should adopt a resolution describing the event’s valid municipal purpose, and the municipality’s role in the event.</p> <p>The City Council made the decision to budget for and offer Music in the Park to strengthen the City’s sense of community and provide economic benefit to the City by drawing tourists to Buckley.</p> <p>This Resolution memorializes the City Council intent and purpose for the expense of public funds.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: <b>MOTION to Approve Resolution No. 16-___ Supporting City Sponsored Music In The Park.</b>			
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, DESIGNATING THE CITY'S SUMMER  
CONCERTS IN THE PARK PROGRAM A SPECIAL CIVIC EVENT.**

**WHEREAS**, the City recognizes and acknowledges the importance of public special events that serve to enrich the civic, charitable, cultural, economic, entertainment and other values of the community and that enhance community identity; and

**WHEREAS**, Buckley Municipal Code Section 6.50 defines and establishes specific conditions and exemptions for Special Civic and/or Community Events; and

**WHEREAS**, during the 2016 Budget process the City Council discussed and budgeted for a new City sponsored summer event called Music in the Park that was to consist of 6 separate events, that would be open to the public “free of charge” where different musical groups would perform in the City’s open space between River Avenue and SR410; and

**WHEREAS**, the purpose of this event was to bring people together to strengthen a sense of community and provide economic benefit to the City by drawing tourists to Buckley; and

**WHEREAS**, the City Council approved the 2016 Budget and directed staff to organize a City-sponsored Buckley Summer Concerts in the Park event series in coordination with the Buckley Youth Activities Center; and

**WHEREAS**, Policy 3.3.3 of the City’s Comprehensive Plan Economic Element states “Magnet” events, or special events that draw crowds, such as the circus, should be sought out and advertised well in advance of the event; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUCKLEY, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

**Section 1.** The Buckley City Council designates the summer concert series “Music in the Park”

as a "Special Civic Event", according to the definition provided in BMC Section 6.50.020, for the purpose of strengthening the City's sense of community and providing economic benefit to the City by drawing tourists to Buckley.

Introduced, passed and approved this 23<sup>rd</sup> day of August, 2016.

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Pat Johnson, Mayor

ATTEST:

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Joanne Starr, City Clerk

APPROVED AS TO FORM;

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Phil Olbrechts, City Attorney

POSTED:

# Summer Celebrations: How to Hold an Event Without Gifting Public Funds

August 10, 2016 by [Flannary Collins](#)



Summer is a perfect time to celebrate—the days are longer, the weather is warmer, and the community-vibe is in full swing. Cities, counties, and other municipalities like to join in the summertime fun by organizing community celebrations and events, including [fun runs](#), [community festivals](#), [outdoor movie nights](#), [parades](#), and [concerts](#).

While municipalities can sponsor such events, they do need to be mindful of the gift of public funds prohibition contained in [article 8, section 7](#) of the Washington State Constitution: No county, city, town or other municipal corporation shall hereafter give any money, or property, or loan its money, or credit to or in aid of any individual, association, company or corporation, except for the necessary support of the poor and infirm . . . .

When evaluating whether public expenditures on community events are impermissible gifts of public funds, the state auditor’s office refers to and relies upon [Eating and Drinking at Public Expense](#), a 1987 memorandum written by Senior Assistant Attorney General James Pharris, which I also think still provides excellent guidance on this issue, even 30 years later. As detailed in the memorandum, the following factors determine the legality of a municipality’s expenditure on a celebratory event:

- **Does the celebration match the powers and purposes of the municipality?**

Cities and counties, as general governments with broad powers, can more appropriately sponsor community celebrations (such as parades and festivals) than smaller special purpose districts, whose purposes are more focused and limited.

- **What is the municipality celebrating? Is it a valid municipal purpose?**

For example, valid municipal purposes could be strengthening a city's sense of community or celebrating a county's history.

- **Is the municipality the main sponsor or a co-sponsor?**

If a co-sponsor, keep in mind that the municipality's sponsorship of the celebration cannot be in the form of a gratuitous contribution to a private organization. According to Mr. Pharris, "[p]ublic expenditures will have to be either direct through city employees and purchasers or, if indirectly through private organizations, by proper contract for legitimate and measurable services rendered." Thus, if another organization is sponsoring the event, the municipality should enter into a contract with the other organization that sets out the terms of the co-sponsorship, including funding, and distribution of duties and responsibilities for management and operation of the event.

To ensure your summer celebration goes off without a constitutional hitch, we recommend that your municipality:

1. **Adopt a resolution** about the celebration.

The resolution should describe the event's valid municipal purpose, and identify the municipality's role in the event.

2. **Invite the public.**

Limiting attendance to just councilmembers and staff is really a private celebration, thus defeating the valid municipal purpose requirement.

3. **Enjoy and have fun!**

*Have a question or comment about this information? Let me know below or contact me directly at [fcollins@mrsc.org](mailto:fcollins@mrsc.org).*



### **About Flannary Collins**

Flannary's legal background is in local government law. She joined MRSC in 2013 after serving 10 years as assistant city attorney at the City of Shoreline, where she advised all city departments. At MRSC, Flannary provides advice to municipalities on a wide range of legal issues, including public records, public works, and land use.



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Agreement: Yakima County Jail Contract</b>  Cost Impact: N/A Fund Source: N/A Timeline: N/A	<b>Agenda Date:</b> August 23, 2016		<b>AB16-109</b>
	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		
<b>Attachments:</b> Agreement			
<p>SUMMARY STATEMENT: New contract with Yakima County for inmate housing. Currently the City uses SCORE and Enumclaw for jail services, but the cost for such continues to increase. The new 2017 price/day at SCORE is increasing to \$108.78; however, under this contract Yakima only charges \$54.75, which is one-half what we are currently paying. In addition Yakima provides transport of inmates 5 days/week which saves us additional cost.</p> <p>We are hoping that by using a variety of facilities we'll be able to mitigate our costs.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: AF&PS 8/16/16			
RECOMMENDED ACTION: <b>MOTION to Approve the Agreement with Yakima County for Inmate Housing.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

## AGREEMENT FOR INMATE HOUSING 2016

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THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between **Yakima County** (hereinafter the "County") and **the City of Buckley** (hereinafter the "City").

WHEREAS, RCW Chapters 39.34 and RCW 70.48 authorize the City and the County to enter into a contract for inmate housing, and

WHEREAS, the City desires to transfer custody of certain of its inmates to the County to be housed in the County's corrections facilities during those inmates' confinement, and to compensate the County for housing such inmates, and

WHEREAS, the County desires to house inmates who would be otherwise in the City's custody on the terms agreed herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto mutually agree as follows:

1. **Purpose.** The purpose and intent of this Agreement is to establish the terms under which the County will house City inmates during the calendar year 2016.

2. **Definitions.**

**Business day** means Monday through Friday excluding Yakima County standard holidays.

**Committing Court** means the court that issued the order or sentence that established the City's custody of a City Inmate.

**Detainer** – A legal order authorizing or commanding another agency a right to take custody of a person.

**City Inmate** means a person subject to City custody who is transferred to County custody under this Agreement

3. **General Provisions.** The County shall accept City Inmates according to the terms of this Agreement and shall provide housing, care, and custody of those City Inmates in the same manner as it provides housing, care and custody to its own inmates.

The County shall manage, maintain, and operate its corrections facilities in compliance with all applicable federal, state, and local laws and regulations.

4. **Right to Refuse or Return Inmate.** To the greatest extent permitted by law, the County shall have the right to refuse to accept a City Inmate or to return a City Inmate to the City, if the Inmate has a current illness or injury that is listed in **Attachment A - Medical Acceptability**. The County shall provide notice to the City at least one business day prior to transport.

5. **Inmate Transport. County Transported:** The County shall transport Inmates to and from the County's corrections facilities except when weather or other conditions beyond the County's control prevent transport. **Inmate transport dates will be determined by the amount of inmates the City has housed with the County.**

The County will pick up and drop off Inmates at a mutually agreed upon destination. In the event the City wishes the County to pick up and/or drop off a City Inmate at another detention or correction facility, the City shall notify the County of the location of the Inmate for pick up and/or drop off.

The City shall provide a written inmate transport list to the County the business day prior to transport. At the time of scheduling transport if possible, but no later than transport pickup, the City shall provide to the County the warrant or court order detaining or committing the Inmate, as well as any order that specifies the Inmate's next court date or sentence to confinement.

The City shall provide a complete copy of each Inmate's records in its possession to the County prior to transferring custody of the Inmate to the County. The County will not assume custody of any inmate without a warrant or court order that commits the Inmate to confinement.

**City Transported:** The City will provide the County a written transport list to the County the business day prior to delivery. At the time of delivery, the City shall provide the County the warrant or court order detaining or committing the inmate as well as any order that specifies the Inmate's next court date or sentence to confinement.

The City shall provide a complete copy of each Inmate's records in its possession to the County prior to transferring custody of the Inmate to the County. The County will not assume custody of any inmate without a warrant or court order that commits the Inmate to confinement.

**6. Inmate Records.** The City shall provide all medical records in its possession to the County's transport officers prior to the Inmate's departure from the City's detention or designated detention facility. In the event the Inmate is transported by the City, the City shall provide all medical records in its possession to the County's booking officer. In the event additional information is requested by the County regarding a particular Inmate, the County and City will mutually cooperate to provide the additional information needed.

**7. Inmate Property.** The County shall accept and transport Inmate property in accordance with **Attachment B – Property**, and shall be responsible only for inmate property actually delivered into County possession. The County shall hold and handle each Inmate's personal property in the same manner it holds and handles property of other County inmates. In the event a City Inmate is being transported from a City designated detention or correction facility, it will be the responsibility of the City to dispose of the Inmate's property not delivered and accepted into County possession. When returning Inmates to the City, the County shall transport Inmate property according to the provisions of Attachment B – Property, and it shall be the responsibility of the County to dispose of any of the Inmate's property not transported with the Inmate.

**8. Booking.** Inmates shall be booked pursuant to the County's booking policies and procedures. Inmates transported by the City that are not acceptable at booking, will be the responsibility of the City to transport back to City.

Pursuant to RCW 70.48.130, and as part of the booking procedure, the Department of Corrections shall obtain general information concerning the Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a City Inmate is entitled. The information is to be used for third party billing.

The County and City will attempt to develop a process at City detention facilities for pre-booking Inmates who are being transferred to the custody of the County.

**9. Classification.** Inmates shall be classified pursuant to the County's classification policies and procedures, and within the sole discretion and judgment of the County. The City shall provide information identified in **Attachment C – Classification**, of this Agreement.

**10. Housing.** Inmates shall be assigned to housing pursuant to the County's policies and procedures, and within the sole discretion and judgment of the County. Provided however, that generally, if a City Inmate's classification qualifies him/her to be housed in the Yakima County Corrections Center, and there is a bed available at the Yakima County Corrections Center, the Inmate shall be housed in the Yakima County Corrections Center. Exceptions to this general provision include circumstances such as: 1) No women are housed at the Yakima County Corrections Center; 2) Inmates assigned to certain work crews must be housed in the Main Jail or Annex; 3) Certain programs are available only to Inmates housed in the Main Jail or Annex; 4) Inmates who will be housed for less than one week will usually be housed in the Main Jail or Annex.

**11. Inmate Work Programs.** The County may assign Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties.

**12. Health Care.** The County shall provide in-facility medical care commonly associated with county corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care standards.

Inmates shall be responsible for co-payment for health services according to County policy. The City shall not be responsible to the County for Inmate co-payments. No Inmate shall be denied necessary health care because of an inability to pay for health services.

The County shall notify the City's designee(s) via e-mail or fax if a City Inmate requires medical or dental treatment at an outside medical or health care facility. The City shall be responsible to promptly notify the County of any changes in its designee(s).

The City shall pay for all medical, mental health, dental or any other medical services that are required to care for the City's Inmates outside YCDOC facilities. Except, the County shall bear the expense of any such medical care necessitated by improper conduct of the County, or of its officers or agents.

The County shall notify the City as soon as reasonably possible before the Inmate receives medical and/or dental treatment outside of YCDOC facilities. The City acknowledges that such notice may not be reasonably possible prior to emergency care. Lack of prior notice shall not excuse the City from financial responsibility for related medical expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on the County.

Outside medical expenses for Inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

**13. Inmate Discipline.** The County shall discipline Inmates according to the same policies and procedures under which other County inmates are disciplined. However, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable County inmate, up to and including the removal of earned early release credits as approved by the City.

**14. Removal from County Facilities.** Except for work programs or health care, and during emergencies, Inmates shall not be removed from County facilities without written authorization from the City or by the order of any court having jurisdiction. Other jurisdictions

may "borrow" a City Inmate only according to the provisions of **Attachment D – Borrowing**. In the event of the Inmate's emergency removal, the County shall notify the City by email or fax as soon as reasonably possible. No early release or alternative to incarceration, including furloughs, home detention, or work release shall be granted to any Inmate without written authorization by the committing court.

**15. Visitation.** The County shall provide scheduled visitation for attorneys, spouses, family and friends of Inmates. Such visitation may be accomplished as provided in Section 24 of this Agreement.

**16. Inmate-Attorney Communication.** Confidential telephones or visitation rooms shall be available to inmates to communicate with their attorneys.

**17. Inmate Accounts.** The County shall establish and maintain an account for each Inmate. The County shall ensure family members and others have a reasonable process to add funds to a City Inmate's account,

Upon returning custody of a City Inmate to the City, the County shall transfer the balance of that Inmate's account that is not subject to charges, to the Inmate or to the City in the form of a check or a debit card in the name of the Inmate.

In the event the County contracts with a company/business that furnishes technology for wireless inmate account crediting (such as Keefee or JPAY) the City may allow the County (or County's contracted representative) to install the equipment necessary for use of the system. The City shall not be financially responsible for any aspect of the system, including but not limited to installation or maintenance costs. The City shall not receive any compensation or profits for such a system.

**18. Detainers.** Inmates in a "Detainer" status shall be handled according to **Attachment E – Detainers**.

**19. Releases.** The City shall be responsible for computing and tracking all sentence time calculations, good time, court dates and release dates. Inmates will be released in accordance with **Attachment F – Inmate Release**.

The County shall not transfer custody of a City Inmate housed pursuant to this Agreement to any party other than the City, except as provided in this Agreement or as directed by the City.

**20. Escape.** If a City Inmate escapes County custody, the County shall notify the City as soon as reasonably possible. The County shall use all reasonable efforts to pursue and regain custody of escaped City Inmates, and shall assume all costs connected with the recapture of the City Inmate.

**21. Death.** If a City Inmate dies in County custody, the County shall notify the City as soon as reasonably possible. The Yakima County Coroner shall assume custody of the City Inmate's body. Unless another agency becomes responsible for investigation, YCDOC shall investigate and shall provide the City with a report of its investigation. The City may participate in the investigation. If another agency becomes responsible for investigation, YCDOC shall liaison or otherwise facilitate the City's communication with and receipt of reports from the other agency.

The City shall provide the County with written instructions regarding the disposition of the City Inmate's body. The City shall pay for all reasonable expenses for the preparation and shipment of the body. The City may request in writing that the County arrange for burial and all matters related or incidental thereto and the City shall be responsible for all costs associate with this

request. Except, the County shall bear such expenses necessitated by improper conduct of County, or its officers or agents.

**22. Reporting Requirements.** Ordinarily on business days, the County will deliver the following reports to the JAG, which will disseminate them to the City:

Here Now Report - a report detailing City inmates in YCDOC custody.

Housing Report – a report detailing which city inmates are housed at the Yakima County Corrections Center.

Custody Report – a report of total inmate populations confined at all YCDOC facilities. It includes current and historical safety and population data.

Special Housing Report – Identifies city inmates who are in special housing assignments.

**23. City’s Right of Inspection.** The City shall have the right, upon reasonable advance notice, to inspect County correction facilities where City Inmates are housed at reasonable times. During such inspections, the City may interview its Inmates and review its Inmates’ records. The City shall have no right to interview inmates housed for other jurisdictions or to review their medical records, unless it is properly authorized to do so by the inmate or the other jurisdiction.

**24. Technology.** The County and City may each permit the other continuous access to its computer database regarding all City Inmates housed by the County. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the City and appropriate computer(s) of the County.

By separate mutual agreement, the County and City may provide video conference capabilities for personal visiting, professional visiting, pre-trial conferences, arraignments and other court and conferencing needs.

**Bed Rate.** In consideration of Yakima County’s commitment to house City Inmates, the City shall pay the County based on the Monthly Average Daily Population (MADP) sliding scale:

<i>Monthly Average Daily Population (MADP)</i>	<i>Daily Rate Per Inmate</i>
151 - above	\$48.75
126-150	\$49.75
101-125	\$50.75
76-100	\$51.75
51-75	\$52.75
26-50	\$53.75
0-25	\$54.75

The Bed Rate includes all in-facility medical, dental (if available), and mental health services. In the event an inmate requires out of facility medical, dental or mental health services, the City shall be responsible for the cost of the services.

The County shall not charge a booking fee in connection with housing the City's Inmates.

The City may purchase additional beds, as available, at the then- existing bed rate; however, the County shall have the right to refuse to accept custody of or house inmates in excess of the City's minimum bed commitment.

The Daily Fee for inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

**25. Billing and Payment.** The County shall provide the City with monthly statements itemizing the name of each City Inmate, the number of days of housing, including the date and time booked into the County and date and time released from the County and itemization of any additional charges including a description of the service provided, date provided and reason for service.

The County shall provide said statement for each month on or about the 10<sup>th</sup> day of the following month. Payment shall be due to the County within (30) days from the billing date. The County may bill the City electronically. Payments not received by the 30<sup>th</sup> day shall bear interest at the rate of 1% per month until payment is received.

The Daily Fee for City Inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

**26. Duration of Agreement.** The duration of this Agreement shall be from January 1, 2016, at 1200 A.M. and shall end at 11:59 P.M., on December 31 2016 unless otherwise terminated in accordance with Section 31 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the County and City.

**27. Independent Contractor.** In providing services under this Agreement, the County is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the City for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the City under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement.

**28. Hold Harmless, Defense, and Indemnification.** The County shall hold harmless, defend, and indemnify the City, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, injury, or death of any City Inmate, or loss or damage to City Inmate property while in County custody) that result from or arise out of the acts or omissions of County, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the County's services, duties, and obligations under this Agreement.

The City shall hold harmless, defend, and indemnify the County, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, injury, or death of any City Inmate, or loss or damage to City Inmate property while in County custody) that result from or arise out of the acts or omissions of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the City and the County in connection with or incidental to the performance or non-performance of the City's and or County's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the City and County shall each be liable for its proportionate share of fault in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this Section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

The County and City hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

**29. Insurance.** The County and City shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

The County and City shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage on an occurrence basis.

**30. Termination.**

A. Mutual Agreement: This Agreement may be terminated by mutual written consent between the County and City with ninety (90) days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected City Inmates.

B. Imperiling Conditions: The City shall have the right to terminate this Agreement where: 1) conditions and/or circumstances at Yakima's facilities present an imminent risk of serious injury or death to the City's Inmates [Imperiling Conditions]; 2) the City has sent County written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) the County has failed to cure the Imperiling Conditions within a reasonable period of time, which, unless the parties agree in writing to a longer period, shall be no more than 30 days after the County receives the City's notice. Termination under this provision shall be effective if and when: 1) after at least 30 days, the County has not cured the Imperiling Condition(s); and 2) the City has removed its Inmates; and 3) the City has given the

County formal written notice of final termination under this provision. After Termination under this provision the City shall have no further financial obligations under this Agreement.

C. **Material Breach:** Either party shall have the right to terminate this Agreement if: 1) the other party is in material breach of any term of this Agreement; 2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and 3) the breaching party has failed to cure the breach within ninety (90) days, unless the parties agree in writing to a longer cure period. Termination shall be effective upon and the City shall have no further financial obligations under this Agreement from the date of removal of its Inmates from the Yakima Facility or County's receipt of final notice that City is terminating the Agreement after the expiration of the cure period, whichever occurs last.

**31. Real or Personal Property.** It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.

**32. Equal Opportunity.** Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12110 et seq.). In the event of the violation of this provision, the other party may terminate this Agreement immediately.

**33. Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the County to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of County stated herein.

**34. Non-Waiver.** The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

**35. Severability.** If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

**36. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any actions, suit, or judicial or administrative proceeding for the enforcement of this Agreement shall be brought and tried in the Federal or Superior Court for the State of Washington in King County

**37. Approval and Filing.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City, Manager or Mayor and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Yakima County Auditor's Office pursuant to RCW 39.34.040.

**38. General Provisions.** Unless otherwise agreed in writing executed by both parties, on and after January 1, 2016, and so long as this Agreement remains in effect, this document constitutes the entire Agreement between the City and the County under which the County

houses City Inmates, and no other oral or written agreements between the parties shall affect this Agreement.

No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

The County shall not delegate its duties pertaining to housing City Inmates without the written consent of the City, which consent shall not be withheld unreasonably.

Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision.

In the event the County or City defaults on the performance of any terms of this Agreement and files a lawsuit, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses.

This Agreement may be executed in any number of counterparts.

**39. Notices.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: Asst. Police Chief, Mike Northam  
Buckley Police Department  
146 South Cedar Street  
Buckley, WA 98321

TO COUNTY: Ed Campbell, Director  
Yakima County Department of Corrections  
111 North Front Street  
Yakima, WA 98901

Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand - delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

	<p><b>CITY OF BUCKLEY, WASHINGTON</b></p> <p>By: _____ Patricia Johnson, Mayor</p> <p>Date: _____</p> <p>Attest: By: _____ Joanne Starr, City Clerk</p>
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	<p>Approved as to form:</p> <p>By: _____</p> <p>City Attorney</p>
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**ATTACHMENT A**  
**MEDICAL ACCEPTABILITY**

The County shall determine the medical and mental acceptability of inmates for transport using the following excluding criteria:

1. Blood or fluid present at an open wound site or bleeding from an open wound.
2. Signs of untreated broken bones or dislocated joints.
3. Any injury or illness requiring immediate or emergency medical treatment.
4. Unconsciousness.
5. Inmates unable to stand and walk under their own power.
6. Wheel chair bound individuals.
7. Signs of alcohol toxicity and signs of current or recent use of any intoxicants.
8. Signs of alcohol and/or drug withdrawal.
9. Bed bound individuals.
10. Individuals with attached IV or requiring IV medications.
11. Individuals requiring the use of oxygen tanks.
12. AMA (Against Medical Advice) from the hospital.
13. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
14. Post-operative persons who have follow up appointments within the next four weeks.
15. Wounds with drainage tubes attached.
16. Persons with permanent catheters.
17. Open and/or oozing bedsores.
18. Individuals requiring nebulizers who cannot obtain one.
19. Persons with Alzheimer's, dementia or other psychological conditions to the point where the inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
20. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
21. Female inmates more than 5 months pregnant. Or any female inmate considered a high-risk pregnancy.
22. Persons undergoing chemotherapy and/or radiation treatment.
23. Persons undergoing dialysis.

24. Persons with the following untreated medical conditions:
  - a) Heart disease
  - b) Seizures disorders
  - c) Insulin dependent diabetes
  - d) Cancer
  - e) Asthma
  - f) Psychosis
  - g) HIV Positive or AIDS
25. Persons who are HIV positive or have AIDS and are taking anti-viral medications.
26. Persons taking Methadone, or Suboxone, a substitute for Methadone.
27. Persons with suicidal ideations or gestures within the past 72 hours.
28. Person, if prescribed, have not taken psychotropic medications for at least 72 hours.
29. Persons who have attempted suicide within the last 30 days.
30. Persons who have attempted suicide by overdose or ligature strangulation during current incarceration.
31. Persons displaying current psychotic episode.
32. Persons requiring CPAP machines as prescribed must be transported with the machine.

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**ATTACHMENT B**  
**PROPERTY**

County transport personnel will only accept Inmate property as follows:

1. The property shall be sealed in a single property bag no larger than a common paper grocery bag.
2. Money, valuables, and medications shall be placed in a clear envelope and sealed within the Inmate's property bag.
3. Checks and documents (court, warrants, etc) shall be attached to the outside of the property bag.
4. The transporting officer shall account for the property bag and funds being transported. Yakima County Department of Corrections transport personnel will not accept or transport the following:
  - a) Backpacks, suitcases, etc.
  - b) Unpackaged food products or food products in packaging that has been opened.
  - c) Any type of weapon (includes pocketknives).
  - d) Liquids.
  - e) Any items that will not fit into the property bag.
  - f) Material deemed to be contraband.

Yakima County will limit property returned with the Inmate to the City according to these criteria.

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**ATTACHMENT C**  
**CLASSIFICATION**

The City shall supply the County with the following Classification related information, if it known to or in possession of the City:

1. If the City Inmate has been classified to a special housing unit and/or if the City Inmate has been classified as protective custody.
2. If the City Inmate is a violent offender or has displayed violent behavior during present or past incarcerations.
3. If the City Inmate is an escape risk.

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**ATTACHMENT D**  
**BORROWING**

One contracting city may "borrow" another contracting city's inmate as follows:

1. If a City requests the transport of another contracting City's Inmate from the County the requesting City must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies the County in writing (e-mail) of its approval, the County shall provide the requested transport. The County will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the inmate.
2. Once custody of the City Inmate has been transferred to another agency, it is the responsibility of the requesting City to determine whether the City Inmate shall be returned to the custody of the County, and if so, the requesting City shall make all necessary and proper arrangements with the County and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this agreement.
3. The County will not track the City Inmate once he or she has left the County's facility.
4. If the Inmate is returned to the custody of the County, the requesting City shall provide the County with sentencing/charge information. The City shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid Yakima County in determining split billing and release dates.
5. If the agency requesting to borrow a City Inmate is not in the "Contracting Agency," the requesting agency will be responsible to make all transport arrangements including all legal paperwork for the transport with the City of jurisdiction.
6. The County will transport the City Inmate only to a King County city that also contracts with the County for Inmate housing.
7. Inmates transported by the City, cannot be borrowed out of YCDOC.

## ATTACHMENT E

**This attachment only applies to Inmates transported by the YCDOC.**

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### **WARRANTS/OTHER COURT ORDERS/DETAINERS**

1. The following shall apply to City Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers. When receiving a City Inmate, the Transport Officers shall review all paperwork provided by the City for all grounds to hold the Inmate and ensure that this information is entered into the County's JMS and is routed to the Out of County Transport Section Office Specialist.
2. Prior to releasing a City Inmate, the County shall check the NCIC and WACIC systems to determine if the Inmate is subject to any valid warrants or other detainers.
  - a) If the Inmate is subject to a warrant that is limited to King County, YCDOC will, upon receiving written permission (e mail) from the City, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, Yakima County will not assume responsibility to serve any such warrants.
  - b) If the City Inmate is subject to a warrant from a western Washington jurisdiction outside King County, YCDOC will release the Inmate at the location determined by written (e mail) agreement of the YCDOC and the City under Section 5 of this Agreement.
  - c) If the City Inmate is subject to a warrant from an eastern Washington jurisdiction, YCDOC will send the Inmate to the custodial agency for that jurisdiction on the Mini-Chain.
  - d) If, upon return from YCDOC to the City, the Inmate is subject to a warrant that provides for statewide extradition, YCDOC will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini-Chain.
3. City Inmates who have or are subject to Immigration and Custom Enforcement (ICE) detainers shall be returned to the City, unless the County and City agree in writing (email) to some other course of action.

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## ATTACHMENT F

### INMATE RELEASE

County transport personnel will release City Inmates as follows:

1. Inside a staffed correction or detention facility (jail).
2. Inside a staffed police agency (sally port or other secured area).
3. Outside of a Law Enforcement Agency when agency personnel, telephone access, and weather protection (lobby areas) are available to the released Inmate.
4. The County does not transport on Mondays.
5. City Inmates for whom bail is posted, or who otherwise have a right to be released may, by signed written waiver, choose to remain in custody and return to City by the regularly scheduled transport, or to be released to a family member or friend, or to the streets of Yakima.
6. Inmates transported by City must be picked up at least 12-(twelve) hours prior to the inmate's scheduled release date and time. If the inmate is not picked up before the scheduled release time, the Inmate will be automatically scheduled to be transported, at the City's cost to include the addition of transport fees for all days served, on the next available transport to the City.



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Final Acceptance: North Parking Lot Reconstruction Project</b>  Cost Impact: N/A Fund Source: N/A Timeline: N/A	<b>Agenda Date: August 23, 2016</b>		<b>AB16-110</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller	X	X
	Building Depart – Mike Deadmond		
	Finance Depart – Sheila Bazzar		
	Fire Depart – Chief Predmore		
	Parks & Rec Depart – Ellen Boyd		
	Planning Depart – Kathy James		
	Police Depart – Chief Arsanto		
	City Clerk – Joanne Starr		X
Muni Court – Jessica Cash			
<b>Attachments:</b> None			
SUMMARY STATEMENT: Staff is requesting and recommending that the City Council grant final acceptance to the 2016 North Parking Lot Reconstruction Project. Pursuant to the engineer's certification the project has been constructed in conformity to the approved plans and specifications.			
COMMITTEE REVIEW AND RECOMMENDATION: None			
<b>RECOMMENDED ACTION: MOTION to Approve Final Acceptance of the 2016 North Parking Lot Reconstruction Project.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	



August 17, 2016

Ms. Sheila Bazzar  
Finance Officer  
City of Buckley  
P.O. Box 1960  
Buckley, Washington 98321

SUBJECT: FINAL PROGRESS ESTIMATE NO. 3, PROJECT ACCEPTANCE,  
AND RELEASE OF RETAINAGE, DOWNTOWN PARKING LOT  
STORMWATER RETROFIT AND OVERLAY PROJECT - REBID  
CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON  
G&O #14215

Dear Ms. Bazzar:

This letter provides the City with guidance regarding the final progress estimate, accepting the project as complete, and release of the retainage.

**1. FINAL PROGRESS ESTIMATE**

We have enclosed the signed Final Contract Voucher and two copies of Progress Estimate No. 3, which is the final progress estimate for this project. One progress estimate is for the City files and the other copy should be forwarded to the contractor with the payment. The amount now due the contractor and the amount to be deposited in the retainage account are as follows:

<u>Amount Now Due</u>	<u>Amount to be Deposited in Retainage Account</u>	<u>Total Retainage Amount</u>
\$5,671.85	\$275.06	\$16,255.03

Please note that this estimate includes \$3,862.00 (without tax) associated with the Museum damage. This amount is under Bid Item 2, Minor Changes.

Please sign the enclosed "Final Contract Voucher" and forward a copy to the contractor and Gray & Osborne, Inc.



Ms. Sheila Bazzar  
August 17, 2016  
Page 2

## **2. PROJECT COMPLETION ACCEPTANCE**

The project has been completed in compliance with the Contract, with the exception of the contractor submitting Affidavits of Wages Paid for all contractors on the project. We therefore recommend the City accept the project as complete after the contractor has submitted all required Affidavits of Wage Paid forms to the City. After the contractor has submitted all required Affidavits of Wages Paid, insert the affidavit identification numbers for each subcontractor on the Notice of Completion form. Attached for your use is a draft “Notice of Completion of Public Works Contract” form. We have also e-mailed this form to you for your use.

After the City has accepted the project as complete, the City needs to forward the “Notice of Completion of Public Works Contract” form to the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Washington State Employment Security Department.

## **3. RELEASE OF RETAINAGE**

We have also enclosed two copies of the release of retainage progress estimate for this project. One progress estimate is for the City files and the other copy should be forwarded to the Contractor with the payment. The retainage should be released to the contractor contingent upon the following requirements being fulfilled:

1. Sixty days have elapsed since the date of project acceptance as indicated in the City meeting minutes.
2. The City receives the Washington State Department of Revenue “Certificate of Payment of State Excise Taxes by Public Works Contractor” (RCW 60.28).
3. The City receives the “Certificate of Payment of Contribution Penalties and Interest on Public Works Contract” from the Washington State Employment Security Department.
4. There are no claims or liens filed for labor and materials furnished on this Contract.
5. The City receives notification from the Washington State Department of Labor and Industries that the contractor and their subcontractors are current with payments of industrial insurance and medical aid premiums.



Ms. Sheila Bazzar  
August 17, 2016  
Page 3

Please contact me if you have any questions or concerns regarding these matters.

Sincerely,

GRAY & OSBORNE, INC.

Dominic J. Miller, P.E.

DJM/sp  
Encl.

cc: Mr. Mik Peterson, Puget Paving & Construction, Inc.  
Mr. Phil Van Earwage, Resident Inspector, Gray & Osborne, Inc.

**FINAL PROGRESS ESTIMATE NO. 3  
AUGUST 11, 2016**

CITY OF BUCKLEY  
PIERCE COUNTY  
WASHINGTON

PROGRESS ESTIMATE PERIOD  
JUNE 19, 2016 TO AUGUST 6, 2016

PROJECT:  
CITY OF BUCKLEY  
DOWNTOWN PARKING LOT STORMWATER RETROFIT AND OVERLAY  
G&O JOB NUMBER #14215

CONTRACTOR:  
PUGET PAVING & CONSTRUCTION, INC.  
10817 26TH AVENUE SOUTH  
LAKEWOOD, WA 98499

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
<b>SCHEDULE A</b>								
1	Minor Changes	1 CALC	\$10,000.00					
	Buckley Hall Striping	1 LS	\$750.00	0.00%	100.00%	\$0.00	\$750.00	100%
	Remove, Haul and Dispose of Curb and Gutter, Form and Pour New	1 LS	\$3,862.00	100.00%	100.00%	\$3,862.00	\$3,862.00	100%
	Install EV Charging Stencil	1 LS	\$450.00	100.00%	100.00%	\$450.00	\$450.00	100%
2	SPCC Plan	1 LS	\$500.00	0.00%	100.00%	\$0.00	\$500.00	100%
3	Mobilization, Cleanup and Demobilization	1 LS	\$15,000.00	0.00%	100.00%	\$0.00	\$15,000.00	100%
4	Project Temporary Traffic Control	1 LS	\$3,000.00	0.00%	100.00%	\$0.00	\$3,000.00	100%
5	Removal of Structure and Obstruction	1 LS	\$16,000.00	0.00%	100.00%	\$0.00	\$16,000.00	100%
6	Unsuitable Foundation Excavation, Incl. Haul	70 CY	\$24.00	0	70	\$0.00	\$1,680.00	100%
7	Common Borrow	20 CY	\$35.00	0	0	\$0.00	\$0.00	0%
8	Ditch Excavation, Incl. Haul	170 CY	\$24.00	0	170	\$0.00	\$4,080.00	100%
9	Locate Existing Utilities	1 LS	\$1,500.00	0.00%	100.00%	\$0.00	\$1,500.00	100%
10	Crushed Surfacing Base Course	185 TN	\$35.00	0.00	192.83	\$0.00	\$6,749.05	104%
11	<del>Commercial HMA</del>	<del>450 TN</del>	<del>\$76.50</del>	0	0	\$0.00	\$0.00	0%
12	<del>Planing Bituminous Pavement</del>	<del>90 SY</del>	<del>\$30.00</del>	0	0	\$0.00	\$0.00	0%
13	Solid Wall PVC Storm Sewer Pipe, 8 In. Diam.	85 LF	\$40.00	0	81	\$0.00	\$3,240.00	95%
14	Concrete Inlet	1 EA	\$1,200.00	0	1	\$0.00	\$1,200.00	100%
15	Adjust Catch Basin	3 EA	\$500.00	0	3	\$0.00	\$1,500.00	100%
16	Perforated PVC Underdrain Pipe, 4 In.	55 LF	\$35.00	0	55	\$0.00	\$1,925.00	100%
17	Connection to Drainage Structure	2 EA	\$750.00	0	2	\$0.00	\$1,500.00	100%

**FINAL PROGRESS ESTIMATE NO. 3**  
**AUGUST 11, 2016**

CITY OF BUCKLEY  
 PIERCE COUNTY  
 WASHINGTON

PROGRESS ESTIMATE PERIOD  
 JUNE 19, 2016 TO AUGUST 6, 2016

PROJECT:  
 CITY OF BUCKLEY  
 DOWNTOWN PARKING LOT STORMWATER RETROFIT AND OVERLAY  
 G&O JOB NUMBER #14215

CONTRACTOR:  
 PUGET PAVING & CONSTRUCTION, INC.  
 10817 26TH AVENUE SOUTH  
 LAKEWOOD, WA 98499

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
					TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
18	Pea Gravel for Underdrain	50	TN	\$63.00	0.00	69.69	\$0.00	\$4,390.47	139%
19	Bank Run Gravel for Trench Backfill	35	TN	\$35.00	0.00	14.61	\$0.00	\$511.35	42%
20	Trench Excavation Safety Systems	1	LS	\$1,000.00	0.00%	100.00%	\$0.00	\$1,000.00	100%
21	Erosion and Water Pollution Control	1	LS	\$500.00	0.00%	100.00%	\$0.00	\$500.00	100%
22	Bioretention Facility Soil	95	CY	\$80.00	0	39	\$0.00	\$3,120.00	41%
23	Bioretention Facility Plants	1	LS	\$3,300.00	0.00%	100.00%	\$0.00	\$3,300.00	100%
24	Bark Mulch	20	CY	\$80.00	0	9	\$0.00	\$720.00	45%
25	Installation of Contract Agency Purchased Landscaping	1	LS	\$2,500.00	0.00%	100.00%	\$0.00	\$2,500.00	100%
26	Topsoil, Type A	20	CY	\$80.00	0	63	\$0.00	\$5,040.00	315%
27	Cement Concrete Traffic Curb and Gutter	55	LF	\$20.00	0	9	\$0.00	\$180.00	16%
28	Cement Concrete Traffic Curb	390	LF	\$20.00	0	390	\$0.00	\$7,800.00	100%
29	Extruded Curb	310	LF	\$8.00	0	418	\$0.00	\$3,344.00	135%
30	Cement Concrete Sidewalk	570	SY	\$30.00	0.00	514.24	\$0.00	\$15,427.20	90%
31	Cement Concrete Curb Ramp Type Perpendicular	5	EA	\$1,500.00	0	4	\$0.00	\$6,000.00	80%
32	Cement Concrete Curb Ramp Type Parallel	1	EA	\$1,500.00	0	1	\$0.00	\$1,500.00	100%
33	Permanent Signing	1	LS	\$3,500.00	0.00%	100.00%	\$0.00	\$3,500.00	100%
34	Paint Line	1,400	LF	\$0.40	0	1,364	\$0.00	\$545.60	97%
35	Painted Stop Line	35	LF	\$3.50	0	41	\$0.00	\$143.50	117%
36	Painted Traffic Arrow	3	EA	\$75.00	0	3	\$0.00	\$225.00	100%
37	Painted Access Parking Space Symbol	3	EA	\$100.00	0	3	\$0.00	\$300.00	100%
38	Painted Crosswalk Line	64	SF	\$5.00	0	40	\$0.00	\$200.00	63%
39	Project Documentation	1	LS	\$1,000.00	0.00%	0.00%	\$0.00	\$0.00	0%

**FINAL PROGRESS ESTIMATE NO. 3**  
**AUGUST 11, 2016**

CITY OF BUCKLEY  
 PIERCE COUNTY  
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NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
					TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
<b>CHANGE ORDER NO. 1</b>									
	Item 1 - Remove and Replace Curb	1	LS	\$5,040.00	0.00%	100.00%	\$0.00	\$5,040.00	100%
	Item 2 - Plane and Overlay Entire Parking Lot	1	LS	\$46,485.00	0.00%	100.00%	\$0.00	\$46,485.00	100%
	Item 3 - Remove and Replace Sidewalk Along Cottage Street	1	LS	\$5,100.00	0.00%	100.00%	\$0.00	\$5,100.00	100%
	Item 4 - Remove and Replace Sidewalk Along River Road	1	LS	\$6,975.00	0.00%	100.00%	\$0.00	\$6,975.00	100%
	<b>Subtotal, Schedule A</b>						<b>\$4,312.00</b>	<b>\$186,783.17</b>	
<b>SCHEDULE B</b>									
1	Minor Changes	1	CALC	\$5,000.00					
	Unsuitable Foundation Excavation, Incl. Haul	8.88	CY	\$35.00	0.00	8.88	\$0.00	\$310.80	100%
	Provide and Install Six Bollards Around Gas Meters	1.00	LS	\$1,200.00	100.00%	100.00%	\$1,200.00	\$1,200.00	100%
2	SPCC Plan	1	LS	\$100.00	0.00%	100.00%	\$0.00	\$100.00	100%
3	Mobilization, Cleanup and Demobilization	1	LS	\$8,500.00	0.00%	100.00%	\$0.00	\$8,500.00	100%
4	Project Temporary Traffic Control	1	LS	\$5,100.00	0.00%	100.00%	\$0.00	\$5,100.00	100%
5	Removal of Structure and Obstruction	1	LS	\$4,500.00	0.00%	100.00%	\$0.00	\$4,500.00	100%
6	<del>Unsuitable Foundation Excavation, Incl. Haul</del>	<del>50</del>	<del>CY</del>	<del>\$35.00</del>	<del>0.00</del>	<del>0.00</del>	<del>\$0.00</del>	<del>\$0.00</del>	<del>0%</del>
7	Locate Existing Utilities	1	LS	\$1,500.00	0.00%	100.00%	\$0.00	\$1,500.00	100%
8	Crushed Surfacing Base Course	60	TN	\$35.00	0	0	\$0.00	\$0.00	0%

**FINAL PROGRESS ESTIMATE NO. 3**  
**AUGUST 11, 2016**

CITY OF BUCKLEY  
 PIERCE COUNTY  
 WASHINGTON

PROGRESS ESTIMATE PERIOD  
 JUNE 19, 2016 TO AUGUST 6, 2016

PROJECT:  
 CITY OF BUCKLEY  
 DOWNTOWN PARKING LOT STORMWATER RETROFIT AND OVERLAY  
 G&O JOB NUMBER #14215

CONTRACTOR:  
 PUGET PAVING & CONSTRUCTION, INC.  
 10817 26TH AVENUE SOUTH  
 LAKEWOOD, WA 98499

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
					TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
9	Commercial HMA	50	TN	\$100.00	0	0	\$0.00	\$0.00	0%
10	48-Inch Sanitary Sewer Manhole	2	EA	\$4,000.00	0	2	\$0.00	\$8,000.00	100%
11	48-Inch Sanitary Sewer Saddle Manhole	1	EA	\$8,500.00	0	1	\$0.00	\$8,500.00	100%
12	Abandon Existing Manhole	2	EA	\$1,500.00	0	2	\$0.00	\$3,000.00	100%
13	Plugging Existing Pipe	3	EA	\$500.00	0	3	\$0.00	\$1,500.00	100%
14	Solid Wall PVC Sewer Pipe, 8 In. Diam.	270	LF	\$65.00	0	270	\$0.00	\$17,550.00	100%
15	Side Sewer, Cleanout and Connection	6	EA	\$1,500.00	0	6	\$0.00	\$9,000.00	100%
16	Bank Run Gravel for Trench Backfill	550	TN	\$20.00	0.00	727.68	\$0.00	\$14,553.60	132%
17	Trench Excavation Safety Systems	1	LS	\$5,000.00	0.00%	100.00%	\$0.00	\$5,000.00	100%
18	Erosion and Water Pollution Control	1	LS	\$500.00	0.00%	100.00%	\$0.00	\$500.00	100%
19'	Cement Concrete Traffic Curb and Gutter	45	LF	\$20.00	0.00	45.00	\$0.00	\$900.00	100%
20	Cement Concrete Sidewalk	145	SY	\$30.00	0.00	145.00	\$0.00	\$4,350.00	100%
21	Cement Concrete Curb Ramp Type Perpendicular	2	EA	\$1,500.00	0	1	\$0.00	\$1,500.00	50%
22	Project Documentation	1	LS	\$500.00	0.00%	0.00%	\$0.00	\$0.00	0%
CHANGE ORDER NO. 1									
	Item 1 - Additional Side Sewer Installation	1	LS	\$12,000.00	0.00%	100.00%	\$0.00	\$12,000.00	100%
	Item 2 - Remove and Replace Sidewalk and Curb on South End	1	LS	\$22,550.00	0.00%	100.00%	\$0.00	\$22,550.00	100%
	Item 3 - Planing and Overlay Entire Parking Lot	1	LS	\$8,203.00	0.00%	100.00%	\$0.00	\$8,203.00	100%
	<b>Subtotal, Schedule B</b>						<b>\$1,200.00</b>	<b>\$138,317.40</b>	

**FINAL PROGRESS ESTIMATE NO. 3  
AUGUST 11, 2016**

CITY OF BUCKLEY  
PIERCE COUNTY  
WASHINGTON

PROGRESS ESTIMATE PERIOD  
JUNE 19, 2016 TO AUGUST 6, 2016

PROJECT:  
CITY OF BUCKLEY  
DOWNTOWN PARKING LOT STORMWATER RETROFIT AND OVERLAY  
G&O JOB NUMBER #14215

CONTRACTOR:  
PUGET PAVING & CONSTRUCTION, INC.  
10817 26TH AVENUE SOUTH  
LAKEWOOD, WA 98499

	PROJECT COSTS	
	AMOUNT THIS PERIOD	AMOUNT TO DATE
<b>SUBTOTAL EARNED TO DATE</b>	\$5,512.00	\$325,100.57
<b>SALES TAX</b> 7.90%	\$435.45	\$25,682.94
<b>MATERIALS ON HAND</b>	\$0.00	\$0.00
<b>TOTAL</b>	\$5,947.45	\$350,783.51
<b>LESS 5% RETAINED (BEFORE TAX)</b>	\$275.60	\$16,255.03
<b>TOTAL EARNED TO DATE LESS RETAINAGE</b>		<b>\$334,528.48</b>
<b><u>LESS AMOUNTS PREVIOUSLY PAID</u></b>		
PROGRESS ESTIMATE NO. 1		\$108,244.21
PROGRESS ESTIMATE NO. 2		\$220,612.42
<b>TOTAL PAYMENT NOW DUE:</b>	<b>\$5,671.85</b>	<b>\$5,671.85</b>
<b>ORIGINAL CONTRACT AMOUNT</b>	\$277,917.50	
<b>CONTRACT AMOUNT WITH CHANGE ORDER 1</b>	\$340,031.50	
<b>CONTRACT PERCENTAGE TO DATE</b>	96%	

**FINAL PROGRESS ESTIMATE NO. 3  
AUGUST 11, 2016**

CITY OF BUCKLEY  
PIERCE COUNTY  
WASHINGTON

PROGRESS ESTIMATE PERIOD  
JUNE 19, 2016 TO AUGUST 6, 2016

PROJECT:  
CITY OF BUCKLEY  
DOWNTOWN PARKING LOT STORMWATER RETROFIT AND OVERLAY  
G&O JOB NUMBER #14215

CONTRACTOR:  
PUGET PAVING & CONSTRUCTION, INC.  
10817 26TH AVENUE SOUTH  
LAKEWOOD, WA 98499

I HEREBY CERTIFY THE ABOVE ESTIMATE IS A TRUE AND CORRECT STATEMENT OF THE WORK PERFORMED UNDER THIS CONTRACT.

I HEREBY CERTIFY THAT THE WAGES HAVE BEEN PAID IN ACCORDANCE WITH RCW 39.12 (PREVAILING WAGES).

GRAY & OSBORNE, INC.

PUGET PAVING & CONSTRUCTION, INC.

  
DOMINIC J. MILLER, P.E.

  
CONTRACTOR'S REPRESENTATIVE

**SUMMARY AND DISTRIBUTION OF PAYMENTS**

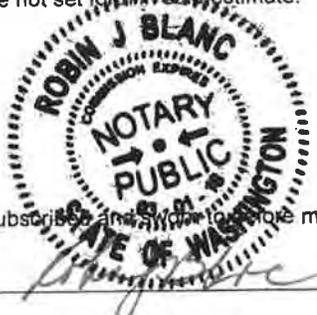
PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL		SALES		MATERIALS ON HAND	RETAINAGE (5%)	TOTAL PAYMENT
		EARNED PER PERIOD	SALES TAX RATE	TAX AMOUNT				
1	APRIL 8, 2016 TO APRIL 30, 2016	\$105,193.60	7.90%	\$8,310.29		\$0.00	\$5,259.68	\$108,244.21
2	MAY 1, 2016 TO JUNE 18, 2016	\$214,394.97	7.90%	\$16,937.20		\$0.00	\$10,719.75	\$220,612.42
3	JUNE 19, 2016 TO AUGUST 6, 2016	\$5,512.00	7.90%	\$435.45		\$0.00	\$275.60	\$5,671.85
<b>TOTAL:</b>		\$325,100.57		\$25,682.94		\$0.00	\$16,255.03	\$334,528.48

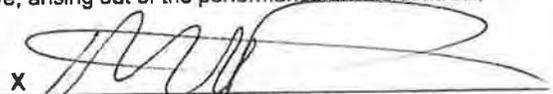
## Final Contract Voucher Certificate

Contractor <b>Puget Paving and Construction, Inc.</b>			
Street Address <b>10817 26<sup>th</sup> Avenue South</b>			
City <b>Lakewood</b>	State <b>WA</b>	Zip <b>98499</b>	Date <b>August 11, 2016</b>
Project Number (Owner) <b>14215.00</b>			
Job Description (Title) <b>Downtown Parking Lot Stormwater Retrofit and Overlay</b>			
Date Work Physically Completed <b>August 6, 2016</b>		Final Amount <b>\$350,783.51</b>	

### Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Buckley (Owner) nor have I rented or purchased any equipment or materials from any employee of the City of Buckley (Owner); I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Buckley (Owner) for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same; have paid all labor, material, and other costs for this project; and that I hereby release the City of Buckley (Owner) from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



  
 Contractor Authorized Signature Required

MIK PETERSON  
 Type Signature Name

Subscribed and sworn to before me this 17 day of August 20 16

 Notary Public in and for the State of Washington

Residing at Pierce County

### City of Buckley (Owner) Certification

I, certify the attached final estimate to be based upon actual measurements, and to be true and correct.

Approved Date \_\_\_\_\_

\_\_\_\_\_  
Project Engineer

\_\_\_\_\_  
City of Buckley (Owner)

This Final Contract Voucher Certification is to be prepared by the Engineer and the original forwarded to the City of Buckley (Owner) for acceptance and payment

Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.

(August 25, 2006)\\L:\BUCKLEY\14215 Downtown Parking Lot Stormwater Retrofits\05 Project Closeout\Forms\Final Contract Voucher Certificate.doc



Original  
 Revised # \_\_\_\_\_

## NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Date: August 17, 2016

Contractor's UBI Number: 600 403 309

Name & Mailing Address of Public Agency
City of Buckley 933 Main Street, PO Box 1960 Buckley, Washington 98321 UBI Number: 270 000 333

Department Use Only
Assigned to: _____
Date Assigned: _____

*Notice is hereby given relative to the completion of contract or project described below*

<b>Project Name</b> Downtown Parking Lot Stormwater Retrofit and Overlay Project	<b>Contract Number</b> 14215.00	<b>Job Order Contracting</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Description of Work Done/Include Jobsite Address(es)</b> The project included two schedules of work. Schedule A consisted of retrofitting the stormwater system and overlaying the parking lot. Schedule B consisted of the installation of a new sanitary sewer main. the parking lot is located east of 117 N River Avenue.		
<b>Federally funded transportation project?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if yes, provide Contract Bond Statement below)		
<b>Contractor's Name</b> Puget Paving and Construction, Inc.	<b>E-mail Address</b> mik@pugetpaving.com	<b>Affidavit ID*</b> 659281
<b>Contractor Address</b> 10817 26th Avenue South Lakewood ,WA 98499		<b>Telephone #</b> (253) 474-5616
<b>If Retainage is not withheld, please select one of the following and List Surety's Name &amp; Bond Number.</b> <input type="checkbox"/> Retainage Bond <input type="checkbox"/> Contract/Payment bond (valid for federally funded transportation projects)		
Name: _____		Bond Number: _____
<b>Date Contract Awarded</b> February 23, 2016	<b>Date Work Commenced</b> April 14, 2016	<b>Date Work Completed</b> August 6, 2016
		<b>Date Work Accepted</b> August 11, 2016
<b>Were Subcontractors used on this project? If so, please complete Addendum A.</b>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Affidavit ID* - No L&I release will be granted until all affidavits are listed.		

Contract Amount	\$ 277,553.50		
Additions (+)	\$ 47,547.07	Liquidated Damages \$	0.00
Reductions (-)	\$ _____	Amount Disbursed \$	334,528.48
<b>Sub-Total</b>	<b>\$ 325,100.57</b>	Amount Retained \$	<b>16,255.03</b>
Amount of Sales Tax <u>7.9</u>	\$ _____		
(If various rates apply, please send a breakdown)	\$ 25682.94		
<b>TOTAL</b>	<b>\$ 350,783.51</b>	<b>TOTAL \$</b>	<b>350,783.51</b>

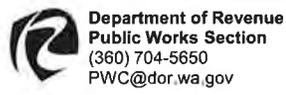
**NOTE: These two totals must be equal**

<b>Comments:</b>

**Note:** The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract. NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.

**Submitting Form:** Please submit the completed form by email to all three agencies below.

Contact Name: Sheila Bazzar Title: Finance Director  
 Email Address: sbazzar@cityofbuckley.com Phone Number: (360) 829 - 1921





**RELEASE OF RETAINAGE PROGRESS ESTIMATE NO. 4**  
**AUGUST 17, 2016**

CITY OF BUCKLEY  
 PIERCE COUNTY  
 WASHINGTON

PROJECT:  
 CITY OF BUCKLEY  
 DOWNTOWN PARKING LOT STORMWATER RETROFIT AND OVERLAY  
 G&O JOB NUMBER #14215

CONTRACTOR:  
 PUGET PAVING & CONSTRUCTION, INC.  
 10817 26TH AVENUE SOUTH  
 LAKEWOOD, WA 98499

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY	
NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE		
<b>SCHEDULE A</b>									
1	Minor Changes	1	CALC	\$10,000.00					
	Buckley Hall Striping	1	LS	\$750.00	0.00%	100.00%	\$0.00	\$750.00	100%
	Remove, Haul and Dispose of Curb and Gutter, Form and Pour New	1	LS	\$3,862.00	0.00%	100.00%	\$0.00	\$3,862.00	100%
	Install EV Charging Stencil	1	LS	\$450.00	0.00%	100.00%	\$0.00	\$450.00	100%
2	SPCC Plan	1	LS	\$500.00	0.00%	100.00%	\$0.00	\$500.00	100%
3	Mobilization, Cleanup and Demobilization	1	LS	\$15,000.00	0.00%	100.00%	\$0.00	\$15,000.00	100%
4	Project Temporary Traffic Control	1	LS	\$3,000.00	0.00%	100.00%	\$0.00	\$3,000.00	100%
5	Removal of Structure and Obstruction	1	LS	\$16,000.00	0.00%	100.00%	\$0.00	\$16,000.00	100%
6	Unsuitable Foundation Excavation, Incl. Haul	70	CY	\$24.00	0	70	\$0.00	\$1,680.00	100%
7	Common Borrow	20	CY	\$35.00	0	0	\$0.00	\$0.00	0%
8	Ditch Excavation, Incl. Haul	170	CY	\$24.00	0	170	\$0.00	\$4,080.00	100%
9	Locate Existing Utilities	1	LS	\$1,500.00	0.00%	100.00%	\$0.00	\$1,500.00	100%
10	Crushed Surfacing Base Course	185	TN	\$35.00	0.00	192.83	\$0.00	\$6,749.05	104%
11	Commercial HMA	450	TN	\$76.50	0	0	\$0.00	\$0.00	0%
12	Planing Bituminous Pavement	90	SY	\$30.00	0	0	\$0.00	\$0.00	0%
13	Solid Wall PVC Storm Sewer Pipe, 8 In. Diam.	85	LF	\$40.00	0	81	\$0.00	\$3,240.00	95%
14	Concrete Inlet	1	EA	\$1,200.00	0	1	\$0.00	\$1,200.00	100%
15	Adjust Catch Basin	3	EA	\$500.00	0	3	\$0.00	\$1,500.00	100%
16	Perforated PVC Underdrain Pipe, 4 In.	55	LF	\$35.00	0	55	\$0.00	\$1,925.00	100%
17	Connection to Drainage Structure	2	EA	\$750.00	0	2	\$0.00	\$1,500.00	100%

**RELEASE OF RETAINAGE PROGRESS ESTIMATE NO. 4  
AUGUST 17, 2016**

CITY OF BUCKLEY  
PIERCE COUNTY  
WASHINGTON

PROJECT:  
CITY OF BUCKLEY  
DOWNTOWN PARKING LOT STORMWATER RETROFIT AND OVERLAY  
G&O JOB NUMBER #14215

CONTRACTOR:  
PUGET PAVING & CONSTRUCTION, INC.  
10817 26TH AVENUE SOUTH  
LAKEWOOD, WA 98499

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
18	Pea Gravel for Underdrain	50 TN	\$63.00	0.00	69.69	\$0.00	\$4,390.47	139%
19	Bank Run Gravel for Trench Backfill	35 TN	\$35.00	0.00	14.61	\$0.00	\$511.35	42%
20	Trench Excavation Safety Systems	1 LS	\$1,000.00	0.00%	100.00%	\$0.00	\$1,000.00	100%
21	Erosion and Water Pollution Control	1 LS	\$500.00	0.00%	100.00%	\$0.00	\$500.00	100%
22	Bioretention Facility Soil	95 CY	\$80.00	0	39	\$0.00	\$3,120.00	41%
23	Bioretention Facility Plants	1 LS	\$3,300.00	0.00%	100.00%	\$0.00	\$3,300.00	100%
24	Bark Mulch	20 CY	\$80.00	0	9	\$0.00	\$720.00	45%
25	Installation of Contract Agency Purchased Landscaping	1 LS	\$2,500.00	0.00%	100.00%	\$0.00	\$2,500.00	100%
26	Topsoil, Type A	20 CY	\$80.00	0	63	\$0.00	\$5,040.00	315%
27	Cement Concrete Traffic Curb and Gutter	55 LF	\$20.00	0	9	\$0.00	\$180.00	16%
28	Cement Concrete Traffic Curb	390 LF	\$20.00	0	390	\$0.00	\$7,800.00	100%
29	Extruded Curb	310 LF	\$8.00	0	418	\$0.00	\$3,344.00	135%
30	Cement Concrete Sidewalk	570 SY	\$30.00	0.00	514.24	\$0.00	\$15,427.20	90%
31	Cement Concrete Curb Ramp Type Perpendicular	5 EA	\$1,500.00	0	4	\$0.00	\$6,000.00	80%
32	Cement Concrete Curb Ramp Type Parallel	1 EA	\$1,500.00	0	1	\$0.00	\$1,500.00	100%
33	Permanent Signing	1 LS	\$3,500.00	0.00%	100.00%	\$0.00	\$3,500.00	100%
34	Paint Line	1,400 LF	\$0.40	0	1,364	\$0.00	\$545.60	97%
35	Painted Stop Line	35 LF	\$3.50	0	41	\$0.00	\$143.50	117%
36	Painted Traffic Arrow	3 EA	\$75.00	0	3	\$0.00	\$225.00	100%
37	Painted Access Parking Space Symbol	3 EA	\$100.00	0	3	\$0.00	\$300.00	100%
38	Painted Crosswalk Line	64 SF	\$5.00	0	40	\$0.00	\$200.00	63%
39	Project Documentation	1 LS	\$1,000.00	0.00%	0.00%	\$0.00	\$0.00	0%

**RELEASE OF RETAINAGE PROGRESS ESTIMATE NO. 4**  
**AUGUST 17, 2016**

CITY OF BUCKLEY  
 PIERCE COUNTY  
 WASHINGTON

PROJECT:  
 CITY OF BUCKLEY  
 DOWNTOWN PARKING LOT STORMWATER RETROFIT AND OVERLAY  
 G&O JOB NUMBER #14215

CONTRACTOR:  
 PUGET PAVING & CONSTRUCTION, INC.  
 10817 26TH AVENUE SOUTH  
 LAKEWOOD, WA 98499

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
<b>CHANGE ORDER NO. 1</b>								
	Item 1 - Remove and Replace Curb	1 LS	\$5,040.00	0.00%	100.00%	\$0.00	\$5,040.00	100%
	Item 2 - Plane and Overlay Entire Parking Lot	1 LS	\$46,485.00	0.00%	100.00%	\$0.00	\$46,485.00	100%
	Item 3 - Remove and Replace Sidewalk Along Cottage Street	1 LS	\$5,100.00	0.00%	100.00%	\$0.00	\$5,100.00	100%
	Item 4 - Remove and Replace Sidewalk Along River Road	1 LS	\$6,975.00	0.00%	100.00%	\$0.00	\$6,975.00	100%
	<b>Subtotal, Schedule A</b>					<b>\$0.00</b>	<b>\$186,783.17</b>	
<b>SCHEDULE B</b>								
1	Minor Changes	1 CALC	\$5,000.00					
	Unsuitable Foundation Excavation, Incl. Haul	8.88 CY	\$35.00	0.00	8.88	\$0.00	\$310.80	100%
	Provide and Install Six Bollards Around Gas Meters	1.00 LS	\$1,200.00	0.00%	100.00%	\$0.00	\$1,200.00	100%
2	SPCC Plan	1 LS	\$100.00	0.00%	100.00%	\$0.00	\$100.00	100%
3	Mobilization, Cleanup and Demobilization	1 LS	\$8,500.00	0.00%	100.00%	\$0.00	\$8,500.00	100%
4	Project Temporary Traffic Control	1 LS	\$5,100.00	0.00%	100.00%	\$0.00	\$5,100.00	100%
5	Removal of Structure and Obstruction	1 LS	\$4,500.00	0.00%	100.00%	\$0.00	\$4,500.00	100%
6	<del>Unsuitable Foundation Excavation, Incl. Haul</del>	<del>50 CY</del>	<del>\$35.00</del>	<del>0.00</del>	<del>0.00</del>	<del>\$0.00</del>	<del>\$0.00</del>	<del>0%</del>
7	Locate Existing Utilities	1 LS	\$1,500.00	0.00%	100.00%	\$0.00	\$1,500.00	100%
8	Crushed Surfacing Base Course	60 TN	\$35.00	0	0	\$0.00	\$0.00	0%

**RELEASE OF RETAINAGE PROGRESS ESTIMATE NO. 4**  
**AUGUST 17, 2016**

CITY OF BUCKLEY  
 PIERCE COUNTY  
 WASHINGTON

PROJECT:  
 CITY OF BUCKLEY  
 DOWNTOWN PARKING LOT STORMWATER RETROFIT AND OVERLAY  
 G&O JOB NUMBER #14215

CONTRACTOR:  
 PUGET PAVING & CONSTRUCTION, INC.  
 10817 26TH AVENUE SOUTH  
 LAKEWOOD, WA 98499

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
9	Commercial HMA	50 TN	\$100.00	0	0	\$0.00	\$0.00	0%
10	48-Inch Sanitary Sewer Manhole	2 EA	\$4,000.00	0	2	\$0.00	\$8,000.00	100%
11	48-Inch Sanitary Sewer Saddle Manhole	1 EA	\$8,500.00	0	1	\$0.00	\$8,500.00	100%
12	Abandon Existing Manhole	2 EA	\$1,500.00	0	2	\$0.00	\$3,000.00	100%
13	Plugging Existing Pipe	3 EA	\$500.00	0	3	\$0.00	\$1,500.00	100%
14	Solid Wall PVC Sewer Pipe, 8 In. Diam.	270 LF	\$65.00	0	270	\$0.00	\$17,550.00	100%
15	Side Sewer, Cleanout and Connection	6 EA	\$1,500.00	0	6	\$0.00	\$9,000.00	100%
16	Bank Run Gravel for Trench Backfill	550 TN	\$20.00	0.00	727.68	\$0.00	\$14,553.60	132%
17	Trench Excavation Safety Systems	1 LS	\$5,000.00	0.00%	100.00%	\$0.00	\$5,000.00	100%
18	Erosion and Water Pollution Control	1 LS	\$500.00	0.00%	100.00%	\$0.00	\$500.00	100%
19	Cement Concrete Traffic Curb and Gutter	45 LF	\$20.00	0.00	45.00	\$0.00	\$900.00	100%
20	Cement Concrete Sidewalk	145 SY	\$30.00	0.00	145.00	\$0.00	\$4,350.00	100%
21	Cement Concrete Curb Ramp Type Perpendicular	2 EA	\$1,500.00	0	1	\$0.00	\$1,500.00	50%
22	Project Documentation	1 LS	\$500.00	0.00%	0.00%	\$0.00	\$0.00	0%
CHANGE ORDER NO. 1								
	Item 1 - Additional Side Sewer Installation	1 LS	\$12,000.00	0.00%	100.00%	\$0.00	\$12,000.00	100%
	Item 2 - Remove and Replace Sidewalk and Curb on South End	1 LS	\$22,550.00	0.00%	100.00%	\$0.00	\$22,550.00	100%
	Item 3 - Planing and Overlay Entire Parking Lot	1 LS	\$8,203.00	0.00%	100.00%	\$0.00	\$8,203.00	100%
<b>Subtotal, Schedule B</b>						<b>\$0.00</b>	<b>\$138,317.40</b>	

**RELEASE OF RETAINAGE PROGRESS ESTIMATE NO. 4  
AUGUST 17, 2016**

CITY OF BUCKLEY  
PIERCE COUNTY  
WASHINGTON

PROJECT:  
CITY OF BUCKLEY  
DOWNTOWN PARKING LOT STORMWATER RETROFIT AND OVERLAY  
G&O JOB NUMBER #14215

CONTRACTOR:  
PUGET PAVING & CONSTRUCTION, INC.  
10817 26TH AVENUE SOUTH  
LAKEWOOD, WA 98499

	PROJECT COSTS	
	AMOUNT THIS PERIOD	AMOUNT TO DATE
<b>SUBTOTAL EARNED TO DATE</b>	\$0.00	\$325,100.57
<b>SALES TAX</b>	7.90% \$0.00	\$25,682.94
<b>MATERIALS ON HAND</b>	\$0.00	\$0.00
<b>TOTAL</b>	\$0.00	\$350,783.51
<b>LESS 5% RETAINED (BEFORE TAX)</b>	(\$16,255.03)	\$0.00
<b>TOTAL EARNED TO DATE LESS RETAINAGE</b>		<b>\$350,783.51</b>
<b><u>LESS AMOUNTS PREVIOUSLY PAID</u></b>		
PROGRESS ESTIMATE NO. 1		\$108,244.21
PROGRESS ESTIMATE NO. 2		\$220,612.42
PROGRESS ESTIMATE NO. 3		\$5,671.85
<b>TOTAL PAYMENT NOW DUE:</b>	<b>\$16,255.03</b>	<b>\$16,255.03</b>
<b>ORIGINAL CONTRACT AMOUNT</b>	\$277,917.50	
<b>CONTRACT AMOUNT WITH CHANGE ORDER 1</b>	\$340,031.50	
<b>CONTRACT PERCENTAGE TO DATE</b>	96%	

**RELEASE OF RETAINAGE PROGRESS ESTIMATE NO. 4  
AUGUST 17, 2016**

CITY OF BUCKLEY  
PIERCE COUNTY  
WASHINGTON

PROJECT:  
CITY OF BUCKLEY  
DOWNTOWN PARKING LOT STORMWATER RETROFIT AND OVERLAY  
G&O JOB NUMBER #14215

CONTRACTOR:  
PUGET PAVING & CONSTRUCTION, INC.  
10817 26TH AVENUE SOUTH  
LAKEWOOD, WA 98499

I HEREBY CERTIFY THE ABOVE ESTIMATE IS A  
TRUE AND CORRECT STATEMENT OF THE  
WORK PERFORMED UNDER THIS CONTRACT.

GRAY & OSBORNE, INC.

  
DOMINIC J. MILLER, P.E.

**SUMMARY AND DISTRIBUTION OF PAYMENTS**

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL EARNED PER PERIOD	SALES TAX RATE	SALES TAX AMOUNT	MATERIALS ON HAND	RETAINAGE (5%)	TOTAL PAYMENT
1	APRIL 8, 2016 TO APRIL 30, 2016	\$105,193.60	7.90%	\$8,310.29	\$0.00	\$5,259.68	\$108,244.21
2	MAY 1, 2016 TO JUNE 18, 2016	\$214,394.97	7.90%	\$16,937.20	\$0.00	\$10,719.75	\$220,612.42
3	JUNE 19, 2016 TO AUGUST 6, 2016	\$5,512.00	7.90%	\$435.45	\$0.00	\$275.60	\$5,671.85
4	AUGUST 17, 2016	\$0.00	7.90%	\$0.00	\$0.00	-\$16,255.03	\$16,255.03
<b>TOTAL:</b>		\$325,100.57		\$25,682.94	\$0.00	\$0.00	\$350,783.51



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Agreement: Addendum #5 to Doxa (“SoZo”) CrossFit LLC Lease of the Old Fire Station Building</b>	<b>Agenda Date:</b> August 23, 2016		<b>AB16-111</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		
	City Administrator – Dave Schmidt	X	X
	City Attorney – Kristin Eick		X
	City Engineer – Dominic Miller		
	Building Depart – Mike Deadmond		
	Finance Depart – Sheila Bazzar		
	Fire Depart – Chief Predmore		
	Parks & Rec Depart – Ellen Boyd		
	Planning Depart – Kathy James		
	Police Depart – Chief Arsanto		
	Muni Court – Jessica Cash		
	City Clerk – Joanne Starr		X
<b>Attachments:</b> Lease Addendum			
<p>SUMMARY STATEMENT: In March, 2016 the Council extended the lease agreement with Doxa (“SoZo”) Crossfit to allow for additional time within which to complete negotiations for their purchase of the building because the lease was set to expire on March 31, 2016. We are still working through obstacles that have come up concerning needed repairs to the building and financing due to the age and uniqueness of the building. In order to give staff more time to identify options and complete negotiations we are requesting that the lease be extended to December 31, 2016 to provide sufficient time to complete this process.</p> <p>Staff is requesting and recommending that the City Council approve the addendum to the lease.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: PAF 8/16/16			
<b>RECOMMENDED ACTION: MOTION to Approve Addendum #5 to the Agreement Between the City and Doxa (SoZo) Crossfit LLC for Lease of the Old Fire Station Building.</b>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

**FOURTH ADDENDUM TO THE LEASE AGREEMENT BETWEEN THE  
CITY OF BUCKLEY AND SOZO CROSSFIT, LLC**

THIS THIRD ADDENDUM is made this \_\_\_\_\_ day of August, 2016, by and between the City of Buckley (“Landlord”), and SoZo Crossfit, LLC (“Tenant”).

**WHEREAS**, Landlord and Tenant (collectively, “the parties”) are currently in negotiation of purchase and sale of the premises; and

**WHEREAS**, the current Lease Agreement expired on June 30, 2016; and

**WHEREAS**, negotiation and agreement of purchase and sale terms are expected to continue for several more weeks; and

**WHEREAS**, Landlord and Tenant desire to extend the termination date for a period of 180 days to complete negotiations;

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

**I. Amendment of Paragraph 3 – Term.**

3. Term. This Lease shall be for a term of 4 years, commencing on the 1<sup>st</sup> day of January, 2013. This Lease shall be subject to earlier termination as provided in Section 20 herein.

**II. Effect of Addendum.** This Fifth Addendum modifies the Lease Agreement, but does not supersede it except as and to the extent provided by this Fifth Addendum. All provisions of the Lease Agreement shall remain in full force and effect except to the extent indicated hereunder.

City of Buckley

SoZo "Doxa" CrossFit

-----  
By: Pat Johnson, Mayor

-----  
By: Kevin Schneider

-----  
By: David Schmidt, City Administrator

APPROVED AS TO FORM:

-----  
By: Phil Olbrechts, City Attorney



STATE OF WASHINGTON)

)ss.

COUNTY OF PIERCE )

On this day personally appeared before me David Schmidt to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_

NOTARY PUBLIC in and for the  
State of Washington

Residing at: \_\_\_\_\_

My Commission Expires\_\_\_\_\_



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Phase II SR410 Realignment Project – Change Order #2</b>  Cost Impact: \$8,723.39 Fund Source: Fund 102 Timeline: N/A	<b>Agenda Date: August 23, 2016</b>		<b>AB16-112</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller	X	X
	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		
Municipal Court – Jessica Cash			
<b>Attachments:</b> Change Order #2 with Engineer's Explanation and Summary			
<p>SUMMARY STATEMENT: The change order being presented is related to ongoing work with Phase II SR410/SR165/RyanRd/112thStE Realignment Project. The change order relates to 5 items listed in the attached engineer's explanation and summary.</p> <p>Staff is recommending and requesting that the Council approve the change order for a total of \$8,723.39.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: <b>MOTION to Approve the Phase II SR410 Realignment Project – Change Order #2.</b>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	



Contract Number TA 5415	Contract Title SR410/SR165/Ryan Rd/112th Street E Realignment Ph 2	Federal Aid Number stp0410(062)
Change Order Number 2	Change Description Rev ESAL's, remove FH, Pipe Rev, Clear Trees & Storm Rev	Date 8/9/2016
Prime Contractor / Design-Builder Johansen Excavating, Inc.		

Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

Change proposed by Contractor / Design-Builder

Change Description

See Attachment for descriptions:

Item 1 - Revise ESAL's for HMA Mix Design  
 Item 2 - Remove Fire Hydrant  
 Item 3 - Revise Pipe Gauge for Detention Pipe  
 Item 4 - Additional Tree Clearing  
 Item 5 - Remove Existing Drainage Structure and Associated Storm Pipe

Verbal Approval Given By <i>Stacie Kelsey</i>	Verbal Approval Date <i>8/12/16</i>	Working Days +/- 0
--	--	-----------------------

Original Contract Amount 1,815,421.05	Current Contract Amount 1,835,075.80	Est. Net Change This C.O. 8,723.39	Est. Contract Amount 1,843,799.19
--	---	---------------------------------------	--------------------------------------

Approval Recommended <i>[Signature]</i> Project Engineer <i>8-12-16</i> Date	Approved Approved Approving Authority per C.A. Agreement Date
Approval Recommended <i>[Signature]</i> By Prime Contractor <i>8/12/2016</i> Date	<del>Other Approval As Required Signature Date Representing</del>

<b>Contract Number</b> TA 5415	<b>Contract Title</b> SR410/SR165/Ryan Rd/112th Street E Realignment Ph 2	<b>Change Order Number</b> 2
-----------------------------------	--	---------------------------------

**Change Description Cont.**

**See attached description and cost breakdown.**

**CHANGE ORDER NO. 2**

**Project Title** SR 410/SR 165/Ryan Road/112<sup>th</sup> Street East Realignment Phase 2  
**Owner** City of Buckley **Contractor Name** Johansen Excavation  
**Change Order No.** 2 **Contractor Address** 28215 112<sup>th</sup> Street East  
 Buckley, WA 98321  
**Change Order Date** July 26, 2016  
**Federal Contract No.** TA 5415 **Federal Aid No.** STPUS-0410(062)  
**G&O No.** 14512

The following changes are hereby made to the Contract Documents:

**ITEM NO. 1:**

The Contractor is directed to furnish and install an HMA CI 1/2" PG 64-22 mix for 2 million ESALs in lieu of 7 million ESALs for the project. There are no adjustments in the unit contract price for Contract Item 33, HMA CI 1/2" PG 64-22, associated with this change.

**Total Net Decrease** ..... **\$0.00**

**ITEM NO. 2:**

The Contractor is directed to remove the existing fire hydrant at Sta. 57+00, 17' LT and salvage it to the City yard. The contractor is directed to remove and dispose of the valve box, furnish and install a MJ plug on the existing valve. Furnish and install a thrust block on the plug per the attached City detail. The Contractor will be paid for this additional work at the lump sum quantity shown below:

Item No.	Description	Quantity Adjustment	Unit Price	Total
*79	Remove Fire Hydrant	1 LS	\$2,351.70	\$2,351.70
<b>Subtotal Schedule A</b>				<b>\$2,351.70</b>

**Total Net Increase** ..... **\$2,351.70**

\*New Contract Item

**ITEM NO. 3:**

The Contractor may furnish and install polymer coated 12-gauge corrugated metal pipe for the 72-inch-diameter detention pipe structure, in lieu of the 10-gauge specified, for a credit to the Contracting Agency of \$1,000 for this change.

Item No.	Description	Quantity Adjustment	Unit Price	Total
*81	Detention Pipe Gauge Revision	1 LS	(\$1,000.00)	(\$1,000.00)
<b>Subtotal Schedule A</b>				<b>(\$1,000.00)</b>

**Total Net Decrease** ..... (\$1,000.00)

\*New Contract Item

**ITEM NO. 4:**

The Contractor is directed to perform additional tree felling and removal work on the SW corner of SR 165 and 112<sup>th</sup> Street East, as follows: cut down three existing cottonwood trees, remove and dispose of trees and slash, provide additional traffic control for this work. The Contracting has identified the trees with pink ribbons. The approximate 2-foot stump and root system may remain in place. The Contractor will be paid for this additional work at the lump sum quantity shown below:

Item No.	Description	Quantity Adjustment	Unit Price	Total
*82	Additional Tree Removal	1 LS	\$6,384.09	\$6,384.09
<b>Subtotal Schedule A</b>				<b>\$6,384.09</b>

**Total Net Increase** ..... \$6,384.09

\*New Contract Item

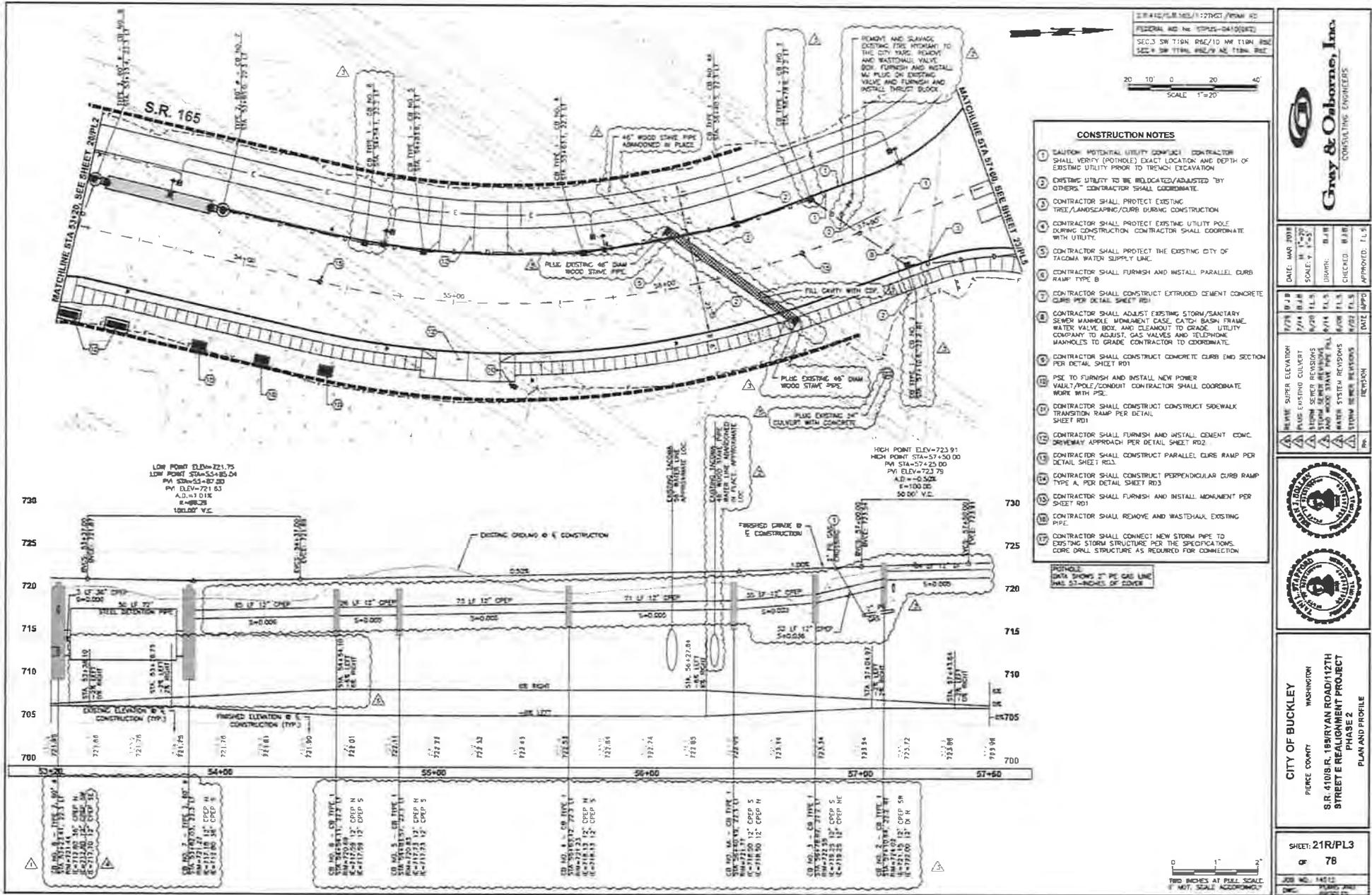
**ITEM NO. 5:**

The contractor is directed to remove and wastehaul the existing drainage structure at Sta. 104+25, 11' LT and the adjoining 12-inch pipe connection to the drainage structure at Sta. 104+09, 29' RT. The contractor is also directed to remove and wastehaul a 12-inch pipe connection as necessary to install the new storm sewer line to CB-18.

Item No.	Description	Quantity Adjustment	Unit Price	Total
*83	Remove Existing Drainage Structure and Associated Storm Pipe	1 LS	\$987.60	\$987.60
<b>Subtotal Schedule A</b>				<b>\$987.60</b>

**Total Net Increase** ..... \$987.60

\*New Contract Item



FEDERAL RD DISTRICT/PROJECT NO.  
 SEC. 2 SW 1/4 R. 16E/10 NW 1/4 N. 10E  
 SEC. 2 SW 1/4 T. 16N/10 W. 12E, 10E

SCALE: 1"=20'  
 20 10 0 10 20 40

**CONSTRUCTION NOTES**  
 1 CAUTION: POTENTIAL UTILITY CONFLICT. CONTRACTOR SHALL VERIFY (POTHOLE) EXACT LOCATION AND DEPTH OF EXISTING UTILITY PRIOR TO TRENCH EXCAVATION.  
 2 EXISTING UTILITY TO BE RELOCATED/ADJUSTED BY OTHERS. CONTRACTOR SHALL COORDINATE.  
 3 CONTRACTOR SHALL PROTECT EXISTING TREE/LANDSCAPING/CURB DURING CONSTRUCTION.  
 4 CONTRACTOR SHALL PROTECT EXISTING UTILITY POLE DURING CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH UTILITY.  
 5 CONTRACTOR SHALL PROTECT THE EXISTING CITY OF TACOMA WATER SUPPLY LINE.  
 6 CONTRACTOR SHALL FURNISH AND INSTALL PARALLEL CURB RAMP TYPE B.  
 7 CONTRACTOR SHALL CONSTRUCT EXTRUDED CEMENT CONCRETE CURB PER DETAIL SHEET RD1.  
 8 CONTRACTOR SHALL ADJUST EXISTING STORM/SANITARY SEWER MANHOLE MONUMENT CASE, CATCH BASIN, FRAME, WATER VALVE BOX, AND CLEANOUT TO GRADE. UTILITY COMPANY TO ADJUST, GAS VALVES AND TELEPHONE MANHOLES TO GRADE. CONTRACTOR TO COORDINATE.  
 9 CONTRACTOR SHALL CONSTRUCT CONCRETE CURB END SECTION PER DETAIL SHEET RD1.  
 10 PSE TO FURNISH AND INSTALL NEW POWER WALT, POLE/CONDUIT. CONTRACTOR SHALL COORDINATE WORK WITH PSE.  
 11 CONTRACTOR SHALL CONSTRUCT SIDEWALK TRANSITION RAMP PER DETAIL SHEET RD1.  
 12 CONTRACTOR SHALL FURNISH AND INSTALL CEMENT CONC. DRIVEWAY APPROACH PER DETAIL SHEET RD2.  
 13 CONTRACTOR SHALL CONSTRUCT PARALLEL CURB RAMP PER DETAIL SHEET RD3.  
 14 CONTRACTOR SHALL CONSTRUCT PERPENDICULAR CURB RAMP TYPE A, PER DETAIL SHEET RD3.  
 15 CONTRACTOR SHALL FURNISH AND INSTALL MONUMENT PER SHEET RD1.  
 16 CONTRACTOR SHALL REMOVE AND WASTEWATER EXISTING PIPE.  
 17 CONTRACTOR SHALL CONNECT NEW STORM PIPE TO EXISTING STORM STRUCTURE PER THE SPECIFICATIONS. CORE DRILL STRUCTURE AS REQUIRED FOR CONNECTION.

**POTHOLE:**  
 DATA SHOWS 12" GAS LINE AND 36" BENCH OF COVER.

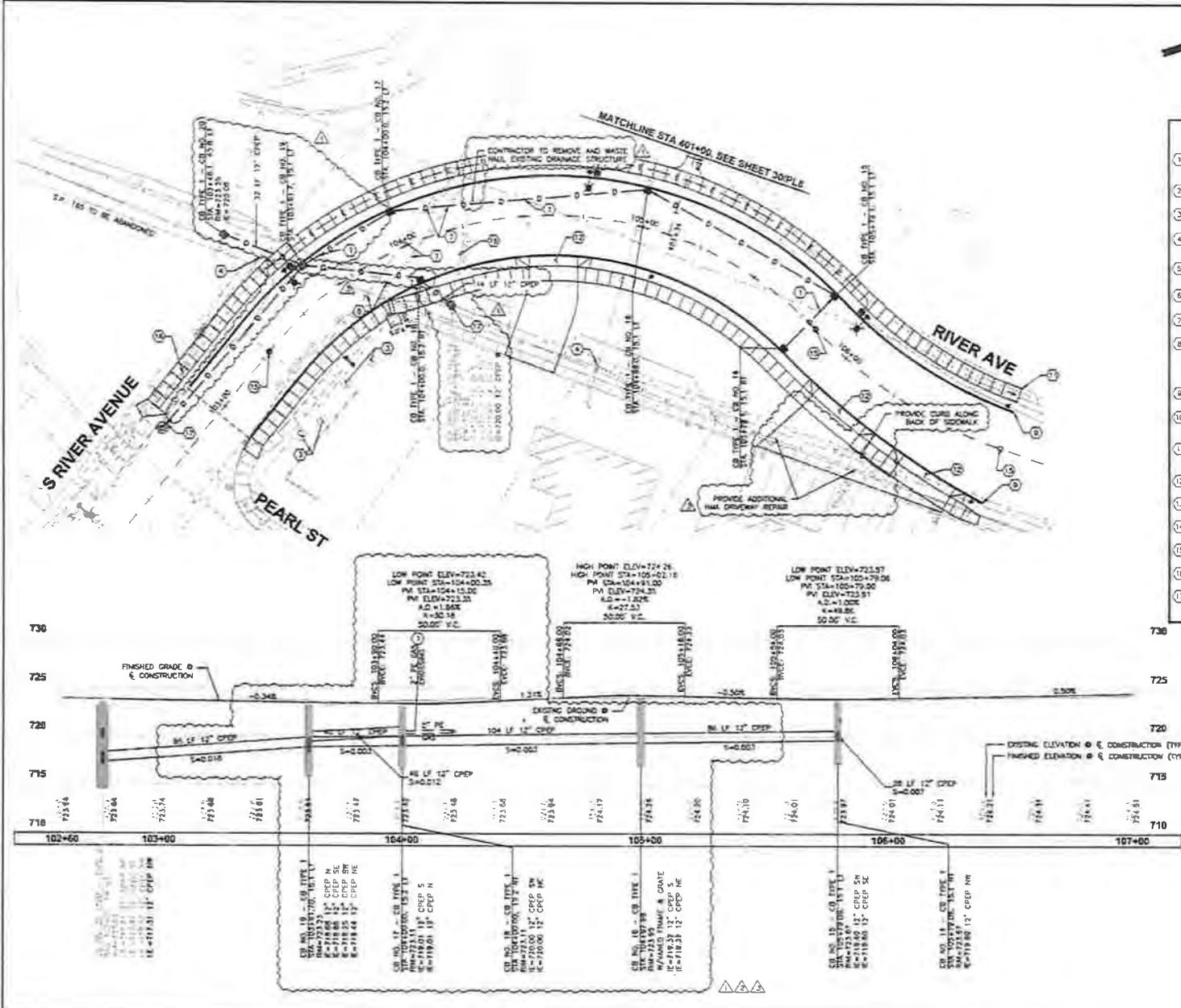
DATE: MAR 09/11  
 SCALE: 1"=20'  
 DRAWN: BUB  
 CHECKED: BUB  
 APPROVED: LLS

**CONTRACTING ENGINEERS**  
**Gray & Osborne, Inc.**

**CITY OF BUCKLEY**  
 PIERCE COUNTY WASHINGTON  
 S.R. 41019/S.R. 185/RYAN ROAD/112TH STREET REALIGNMENT PROJECT  
 PHASE 2  
 PLAN AND PROFILE

SHEET: 21R/PL3  
 OF 78

JOB NO. 14012  
 DATE: FEB 09/11



S.R. 4101, S.R. 102, 112121212 / 2016-03  
 FEDERAL RD. NO. 28745-04 (2002)  
 SEC. 2 SW 1/4, 112N, R6E, T12N, W12E  
 SEC. 4 SW 1/4, 112N, R6E, T12N, W12E

20' 10' 0 20' 40'  
 SCALE 1"=20'

- CONSTRUCTION NOTES**
1. CAUTION. POTENTIAL UTILITY CONFLICT. CONTRACTOR SHALL VERIFY (POTHOLE) EXACT LOCATION AND DEPTH OF EXISTING UTILITY PRIOR TO TRENCH EXCAVATION.
  2. EXISTING UTILITY TO BE RELOCATED/ADJUSTED BY OTHERS. CONTRACTOR SHALL COORDINATE.
  3. CONTRACTOR SHALL PROTECT EXISTING TREE/LANDSCAPING/CURBS DURING CONSTRUCTION.
  4. CONTRACTOR SHALL PROTECT EXISTING UTILITY POLE DURING CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH UTILITY.
  5. CONTRACTOR SHALL PROTECT THE EXISTING CITY OF TACOMA WATER SUPPLY LINE.
  6. CONTRACTOR SHALL FURNISH AND INSTALL PARALLEL CURB RAMP TYPE B.
  7. CONTRACTOR SHALL CONSTRUCT EXTRUDED CEMENT CONCRETE CURB PER DETAIL SHEET RD1.
  8. CONTRACTOR SHALL ADJUST EXISTING STORM/SANITARY SEWER MANHOLE, MOVEMENT CASE, CATCH BASIN, FRAME, WATER VALVE BOX AND CLEANOUT TO GRADE. UTILITY COMPANY TO ADJUST, GAS VALVES AND TELEPHONE MANHOLES TO GRADE. CONTRACTOR TO COORDINATE.
  9. CONTRACTOR SHALL CONSTRUCT CONCRETE CURB END SECTION PER DETAIL SHEET RD1.
  10. PSE TO FURNISH AND INSTALL NEW POWER VAULT/POLE/CONDUIT. CONTRACTOR SHALL COORDINATE WORK WITH PSE.
  11. CONTRACTOR SHALL CONSTRUCT SIDEWALK TRANSITION RAMP PER DETAIL SHEET RD1.
  12. CONTRACTOR SHALL FURNISH AND INSTALL CEMENT CONCRETE DRIVEWAY APPROACH PER DETAIL SHEET RD2.
  13. CONTRACTOR SHALL CONSTRUCT PARALLEL CURB RAMP PER DETAIL SHEET RD3.
  14. CONTRACTOR SHALL CONSTRUCT PERPENDICULAR CURB RAMP TYPE A, PER DETAIL SHEET RD3.
  15. CONTRACTOR SHALL FURNISH AND INSTALL MONUMENT PER SHEET RD1.
  16. CONTRACTOR SHALL REMOVE AND WASTEHAUL EXISTING PIPE.
  17. CONTRACTOR SHALL CONNECT NEW STORM PIPE TO EXISTING STORM STRUCTURE PER THE SPECIFICATIONS. CORE DRILL STRUCTURE AS REQUIRED FOR CONNECTION.

POTHOLES:  
 DASH SYMBOLS 2" PE GAS LINE  
 HRSI 38-INCHES OF COVER

**Gwy & Osborne, Inc.**  
 CONSULTING ENGINEERS

DATE: MAR 2016  
 SCALE: 1"=20'  
 DRAWN: D.J.B.  
 CHECKED: B.L.B.  
 APPROVED: T.L.R.

STATION NUMBER AND  
 DATE REVISION  
 STATION NUMBER REVISION  
 STATION NUMBER REVISION

**CITY OF BUCKLEY**  
 WASHINGTON  
 PERCE COUNTY  
 S.R. 4101, S.R. 102, 112121212 /  
 STREET E REALIGNMENT PROJECT  
 PHASE 2  
 PLAN AND PROFILE

SHEET: 25R/PL7  
 OF: 78  
 JOB NO. 14312  
 DATE: 03/16/16

City of Buckley  
 SR410/SR165 Ryan Rd 112th St E Realignment PH 2 -  
 G&O 14512

CO #2 - Remove Existing Drainage Structure and Associated Storm Pipe

**Description:**

Remove existing storm catch basin and storm pipe on River Avenue @ Sta 104+25

**Dates:**

6/20/2016

**Johansen Excavating**

**Prime Contractor Labor:**

	Hours	Rate	Total
1 Operator Foreman	1.5	\$68.05	\$102.07
2 Group 2 Operator	1.5	\$65.20	\$97.79
3 General Laborer	1.5	\$51.66	\$77.50
4 Truck Driver	0.75	\$58.81	\$44.11
		Labor Cost	\$321.48
		Markup (29%)	\$93.23
		<b>Subtotal Labor Cost</b>	<b>\$414.70</b>

	Rate	wage	fringe	fica (7.65%)	FUTA (0.6%)	SUTA (5.84%)	L&I
1 Operator Foreman	\$68.05	\$ 40.94	\$ 18.60	\$3.13	\$0.25	\$2.39	\$ 2.74
2 Group 2 Operator	\$65.20	\$ 38.44	\$ 18.60	\$2.94	\$0.23	\$2.24	\$ 2.74
3 General Laborer	\$51.66	\$ 33.39	\$ 10.83	\$2.55	\$0.20	\$1.95	\$ 2.74
4 Truck Driver	\$58.81	\$ 44.18	\$ 5.67	\$3.38	\$0.27	\$2.58	\$ 2.74

**Prime Contractor Equipment:**

	Hours	Reg Rate	Total
1-Tn Crew Truck, sm. Tools & equi	1.5	\$40.96	\$61.44
Deere 135 D Excavator	1.5	\$69.92	\$104.88
Deere 544 Loader	1	\$51.22	\$51.22
Kenworth Tractor	0.75	\$79.14	\$59.36
		Equipment Cost	\$276.90
		Markup (21%)	\$58.15
		<b>Subtotal Equipment Cost</b>	<b>\$335.04</b>

**Material & Rental**

	Qty	Unit Price	Total
Fast Patch Grout	5 Bags	\$21.45	\$107.25
Disposal of Concrete Pipe	1EA	\$75.00	\$75.00
		Material Cost	\$182.25
		Sales Tax @ 9.5%	\$17.31
		Subtotal	\$199.56
		Markup (21%)	\$38.27
		<b>Subtotal Material and Rental Cost</b>	<b>\$237.84</b>

**Total Cost: \$987.58**



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Bid Consideration: Elk Heights Pavement Overlay Project</b>	<b>Agenda Date: August 23, 2016</b>		<b>AB16-113</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller	X	X
	Building Depart – Mike Deadmond		
	Finance Depart – Sheila Bazzar		
	Fire Depart – Chief Predmore		
	Parks & Rec Depart – Ellen Boyd		
	Planning Depart – Kathy James		
	Police Depart – Chief Arsanto		
Cost Impact: N/A	City Clerk – Joanne Starr		X
Fund Source: N/A	Muni Court – Jessica Cash		
Timeline: N/A			
<b>Attachments:</b> None			
<p>SUMMARY STATEMENT: The City sent bid documents out to solicit bids from “qualified” contractors to complete the Elk Heights Pavement Overlay Project. Bid opening for this project is scheduled for Tuesday August 23, 2016, the same day as the Council meeting. Because of the delay in getting bids out and seasonal importance of getting this project done before inclement weather sets in, staff and the engineer are hoping to tabulate bids on Tuesday and present a recommendation to City Council on Tuesday night.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: <b>MOTION to</b> _____.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

**D. CONSENT AGENDA**

**City Council  
August 9, 2016**

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

Upon roll call the following members were present: Sundstrom, Rose, Leggett, B. Burkett and S. Burkett. Council member Boyle Barrett arrived at 7:07 PM. Also in attendance were City Administrator Schmidt, Police Chief Arsanto, Assistant Police Chief Northam, and Police Detective Garrett.

**Council member Leggett moved to excuse Council member Tremblay. Council member Rose seconded the motion. Motion carried.**

**CITIZEN PARTICIPATION**

None.

**STAFF REPORTS**

City Administrator Schmidt stated that he is negotiating with DSHS in regards to the raw water main that was in a lease agreement for the farm and he will keep the Council updated on this issue as he learns more. All projects are still ongoing; the playground behind Wally's is having minor issues do to the barrier around it, and we're hoping to have it open within the next couple weeks. The Mid-Year Financial Report has been distributed and the revenues and expenditures are looking to be on track, and committee budget meetings have been scheduled. Attendance at Music in the Park has increased each week; it's really turning into a great community event.

Police Chief Arsanto stated that the department has been very busy with the fire last weekend and the large burglary that happened at Bootleggers, and he wanted the Council to know that the Buckley Fire Department did a great job on the fire with being shorthanded. Assistant Chief Skogen did a great job as Fire Chief Predmore was out of town.

**MAIN AGENDA**

**RES No. 16-11: Supporting the John Wayne Trail:**

**Council member Rose moved to Approve RES No. 16-11 in Support of Preservation, Maintenance and Improvement of the John Wayne Pioneer Trail. Council member Leggett seconded the motion. Motion carried.**

**Waiver of August Lease Payment – Feed Store:**

**Council member Sundstrom moved to Waive the 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 until the City can verify suitability for occupancy. Council member B. Burkett seconded the motion. Motion carried.

**Sign Permit – Spinners Square Dance Club:**

Council member Boyle Barrett moved to Approve placement of a sign on Buckley Hall for the Spinners Square Dance Club. Council member Leggett seconded the motion. Motion carried.

**Sign Permit – Food Bank:**

Council member Boyle Barrett moved to Approve placement of a sign on Buckley Hall by the Kiwanis Club for the Food Bank location. Council member Rose seconded the motion. Motion carried.

**Agreement for Professional Services – Prosecutor Swain (6 month term):**

Council member Boyle Barrett moved 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. Council member Leggett seconded the motion. Motion carried.

**Agreement for Domestic Violence Services - Shattuck:**

Council member Rose moved to Approve the Agreement for Domestic Violence for Domestic Violence Services between the City and Nancy Shattuck. Council member Boyle Barrett seconded the motion. Motion carried.

**Exception to Noise Ordinance BMC 8.30.020 (3) – White River Bridge Night Time Work:**

Council member Boyle Barrett moved 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 on the White River Bridge at State Route 410. Council member Leggett seconded the motion. Motion carried.

**CONSENT AGENDA**

Council Member Boyle Barrett moved to approve the Consent Agenda. Council member Rose seconded the motion. Motion carried.

Approve Minutes of July 26, 2016 City Council Meeting  
Approve Minutes of August 2, 2016 City Council Study Session

Claim check numbers 55630 through 55720, for the period of July 27, 2016 through August 9, 2016, in the amount of \$284,147.81; Payroll check numbers 35906 through 35956 in the amount of \$94,018.31, and ACH payments in the amount of \$260,554.61 for a total payroll of \$354,572.93, for the month of July, 2016; and Treasurer check numbers 11925 through 11937, in the amount of \$4,234.39 and ACH payments in

the amount of \$10,735.43 for a total of \$14,969.82 are hereby approved and ordered paid this 9<sup>th</sup> day of August, 2016.

**COMMITTEE REPORTS**

**Mayor's Report:** Mayor Johnson stated that Deputy City Clerk Memovich received her CMC Certification which means she is now a Certified Municipal Clerk after three years of hard work and training. Also the study session in the month of September falls on the day after Labor Day, and she would entertain a motion for the study session to be cancelled. **Council member Boyle Barrett moved to cancel the September Study Session. Council member Rose seconded the motion. Motion carried.**

**Administration, Finance & Public Safety:**

Council member Boyle Barrett stated most topics discussed were on the agenda. Finance Director Bazzar will be on vacation for the next two weeks and Court Administrator Cash will be on vacation for one week. Next meeting will be August 16<sup>th</sup>.

**Transportation & Utilities:**

Council member B. Burkett stated they will be meeting September 20<sup>th</sup>.

**Community Services:**

Council member Rose stated they will be meeting on August 16<sup>th</sup>.

**Council Member Comments & Good of the Order:**

None.

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

**With nothing further the meeting was adjourned at 7:56 PM.**

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Mayor

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City Administrator

CITY OF BUCKLEY				TRANSFER VOUCHER	
			31-Jul-16		
From Fund #	NAME	AMOUNT		To Fund #	NAME
	Bars Number				Bars Number
1	General Fund	\$ 244,662.56			Payroll Fund
		\$ 128,247.03			Claims Fund
	597.00.00.10			101	Street & Storm Drain Capital 397.00.00
	597.00.80			7	PD Equip & Maint 397.00.20 St Merge
	597.00.22			3	G F Contingency 397.00.40 St Merge
	597.00.40	\$ 41.67		430	Utility Equip Res 397.00.60
	597.00.65	\$ 1,141.09		2	Contingency Reserve Fund 397.00.10 St Merge
101	Street Operations	\$ 5,612.84			Payroll Fund
		\$ 4,259.45			Claims Fund
	597.00.00	\$ 83.34		430	Utility Equip Res 397.00.10
	597.00.50.30			1	General Fund Insurance Portion 397.60.70
	597.20.00	\$ 1,498.59		1	General Fund Admin 397.60.20
	597.30.00			102	Street Capital Improvements 397.00.10.50
	597.50.00.70			1	General Fund Dispatch 397.60.21
102	Street Capital Imp	\$ 402,684.54			Payroll Fund
		\$ 243.97			Claims Fund
	597.10.00.30	\$ 243.97		1	General Fund Invest Int 397.00.40
	597.10.00.31	\$ 4,070.34		1	General Fund Project Admin 397.60.95
4	Cemetery	\$ 1,748.68			Payroll Fund
					Claims Fund
	597.00.10			1	General Fund Admin 397.60.30 St Merge
	597.00.00			430	Utility Equip Res 397.00.20
	597.00.50.30			1	General Fund Insurance Portion 397.60.80 St Merge
105	EMS	\$ 6,659.88			Payroll Fund
		\$ 6,535.20			Claims Fund
	597.90.00	\$ 500.00		030/131	Fire Equip/EMS Res 131-397
	597.90.00.40	\$ 125.00		30	Fire/EMS Bunkers 397.10.10
7	PD Maint RES	\$ 2,355.34			Payroll Fund
					Claims Fund
	597.10.10.50			1	General Fund 397.10.10.50
8	Railroad ROW	\$ 1,663.14			Payroll Fund
					Claims Fund
	597.90.00.45			1	General Fund Park 397.50.15 St Merge
	597.00.50.30			1	General Fund Insurance Portion 397.60.81

	From Fund #		AMOUNT		To Fund #	
	NAME	Bars Number			NAME	Bars Number
109	Criminal Justice				Payroll Fund	
					Claims Fund	
		597.10.00.20	\$ 4,166.67	7	PD Maint Res	397.00.00
30	Fire Equip& EMS Res				Payroll Fund	
					Claims Fund	
134	Fire Station Const				Payroll Fund	
					Claims Fund	
		597.10.00.30	\$ 80.73	202	Invest Int Fire Stat Bond Fund	397.00.40
35	Park Construction				Payroll Fund	
			\$ 28,812.00		Claims Fund	
		597.10.00.10	\$ 39.87	1	General Fund Invest Int	397.00.40 St Merge
136	Visitor Promo & Dev				Payroll Fund	
			\$ 839.21		Claims Fund	
		597.10.00.10	\$ 30.62	1	General Fund Invest Int	397.00.40
		597.51.00.30		1	General Fund Insurance Portion	397.60.90
		597.52.00.60		1	General Fund Admin	397.60.91
701	Cemetery Improve				Payroll Fund	
					Claims Fund	
307	Capital Imp				Payroll Fund	
			\$ 249,611.87		Claims Fund	
		597.10.00.10	\$ 2,244.32	1	General Fund Invest Int	397.00.40
308	Comp Plan Cap Imp				Payroll Fund	
			\$ 5,509.28		Claims Fund	
			\$ 1,248.87			
401	Natural Gas				Payroll Fund	
					Claims Fund	
	6.0% Tax	533.10.54	\$ 8.47	1	General Fund Business Tax	316.43

	From Fund #			To Fund #	
	NAME		AMOUNT	NAME	
		Bars Number			Bars Number
402	Water Sewer Rev		\$ 73,106.69	Payroll Fund	
			\$ 71,104.41	Claims Fund	
	10.0 % Tax Water	534.10.54	\$ 7,172.95	1 General Fund Business Tax	316.42
	10.0 % Tax Sewer	535.10.54	\$ 15,233.74	1 General Fund Business Tax	316.44
		597.00.00.50	\$ 541.67	1 General Fund Dispatcher	397.00.60
		597.00.00.51	\$ 4,975.75	1 General Fund Admin Water	397.60.10
		597.00.00.52	\$ 4,897.75	1 General Fund Admin Sewer	397.60.10
	W	597.00.00.53		1 General Fund Insurance Portion	397.60.60
	S	597.00.00.55		1 General Fund Insurance Portion	397.60.60
		597.00.00.70	\$ 62,500.00	405 Sewer Improve Fund	397.00.00
		597.00.00.80	\$ 10,128.84	406 Water Improve Fund	397.00.00
		597.00.00.40	\$ 833.34	430 Utility Equip Res	397.00.40
		597.00.90		308 Comp Plan Cap Imp	397.10.60
		535.10.41		1 General Fund Planning	345.81.00
403	Solid Waste		\$ 59,890.62	Payroll Fund	
			\$ 7,554.09	Claims Fund	
	10.0 % Tax	537.10.54	\$ 7,554.09	1 General Fund Business Tax	316.45
		597.00.00.10	\$ 3,548.09	1 General Fund Admin	397.60.40
		597.00.00.55		1 General Fund Insurance Portion	397.60.83
405	Sewer Ext & Replace			Payroll Fund	
				Claims Fund	
		597.10.00.31	\$ 2,566.92	1 General Fund Project Admin	397.60.96
406	Water Ext & Replace		\$ 644.17	Payroll Fund	
			\$ 2,984.00	Claims Fund	
		597.10.00.31	\$ 2,984.00	1 General Fund Project Admin	397.60.97
407	Storm Drain Op & Maintenance		\$ 17,358.54	Payroll Fund	
			\$ 3,531.32	Claims Fund	
	10 % Tax	531.30.44.01	\$ 4,034.98	1 General Fund Business Tax	316.48
		597.00.00	\$ 250.00	430 Utility Equip Res	397.00.50
		597.00.00.10	\$ 7,415.34	408 Storm Drain Cap	397.00.30
		597.00.00.20	\$ 4,585.92	1 General Fund Admin	397.60.40.10
		597.00.00.53		1 General Fund Insurance Portion	397.60.71
		597.00.00.57	\$ 41.67	1 General Fund Dispatcher	397.60.21
		597.00.75		308 Comp Plan Cap Imp	397.10.70

430	Utility Equip Res			Payroll Fund	
				Claims Fund	
		597.10.00.10	\$ 2,130.70	1 General Fund Invest Int	397.00.40
202	Fire Stat Const Bond Debt Svcs			Claims Fund	
408	Stormwater Cap Project		\$ 4,467.93	Claims Fund	
		597.00.10		307 Capital Improvement	397.10.80.10
		597.10.00.31	\$ 2,964.34	1 General Fund Project Admin	397.60.98
632	TBD		\$ 75.00	Claims Fund	
		597.00.00		101 City Street	367.42
		595.30.48		101 City Street	367.20.10
3	General Fund Contingency				
		597.00.30.00	\$ 8,591.27	1 General Fund Invest Int	397.00.45 St Merge
	Total Investment Interest to 202		\$ 80.73		
	Total Investment Interest to 001		\$ 13,280.75		
	Total Payroll		\$ 354,572.93		
	Total Claims		\$ 966,055.64		
	Total Treasurer checks		\$ 14,969.82		
	Date Approve by Council Aug 9, 2016			Finance Director Sheila Bazzar, PFO/CMC	

**E. COMMITTEE REPORTS**