



# BUCKLEY CITY COUNCIL AGENDA

Tuesday, May 20, 2024, at 6:00 P.M.

Multi-Purpose Center, 811 Main Street

Next Ordinance #08-24, Next Resolution #24-03, Next Agenda Bill #24-029

Or Via Zoom:

<https://us02web.zoom.us/j/83366597529?pwd=N2hMTmh5eEZ4TGpJd2dpbFp0cnkvdz09>

Call-in Number: 253-215-8782

Meeting ID: 833 6659 7529 Meeting Passcode: 863441

---

## A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll call
3. Agenda Modifications
4. Announcements, Appointments and Presentations

## B. PUBLIC COMMENTS - *Time Limit of Three Minutes* (Citizens wishing to speak are Encouraged to sign up at City Hall by Wednesday prior to the Council Meeting)

## C. COMMITTEE REPORTS

- |  |           |
|--|-----------|
| 1. Mayor's Report                              | Burkett   |
| 2. Lodging Tax Advisory Commission             | Bergerson |
| 3. Planning Commission                         | Arsanto   |
| 4. Council Member Comments & Good of the Order |           |

## D. CONSENT AGENDA

- a. Final Acceptance: 2022 Consolidated Utilities Project

## E. REGULAR AGENDA

### 1. NEW BUSINESS

- a. Professional Services Agreement with Enumclaw Landscaping Maintenance

## F. STAFF REPORTS

1. City Administrator Update

## G. PUBLIC COMMENTS - *Time Limit of Three Minutes*

## **B. PUBLIC COMMENTS**

## **C. COMMITTEE REPORTS**

## Treva Zumek

---

**From:** Kenny Arsanto  
**Sent:** Wednesday, May 22, 2024 7:14 PM  
**To:** Courtney Brunell; Treva Zumek  
**Subject:** planning meeting notes

Planning commission met on May 20, 2024. The commission discussed draft code for Essential Public Facilities. Code is for properties that are 20 acres or larger. In for sepa review , then public hearing in July. This code mostly effects rainier state school property, White River School District Property.

Comprehensive Plan update. Same as council received at special study session.

Rough draft of Land Use Map. Same as council seen. Commission looking into corridor mixed use.

Planning commission has short timeline to finish work on comp plan so final draft can be out in July .If council has any questions, comments ,on comp plan please express them sooner than later.

## **D. CONSENT AGENDA**



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

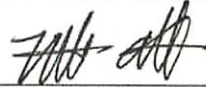
ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Final Acceptance: 2022 Consolidated Utilities Project</b>	<b>Agenda Date: May 28, 2024</b>		<b>AB24-029</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator		X
	City Attorney		
	City Engineer		X
	City Clerk		X
	Finance Dept		
	Building Official		
	Fire Dept		
	Community Services		
	Planning Dept		
Fiscal Impact: \$2,413,682.57	Police Dept		
Fund Source: 102 Road; 405 Sewer; 406 Water; 408 Storm;	Municipal Court		
Timeline: Completed, February 2024	PW/Utilities	X	
<b>Staff Contact:</b> Chris Banks or Dom Miller			
<b>Attachments:</b> Notice of Completion- 2022 Consolidated Utilities Project			
SUMMARY STATEMENT: Staff is requesting and recommending that the City Council grant final acceptance to the 2022 Consolidated Utilities Project. Pursuant to the engineer's certification, the project has been constructed in conformity to the approved plans and specifications.			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
<b>RECOMMENDED ACTION: Move to Approve Final Acceptance of the 2022 Consolidated Utilities Project.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

## Final Contract Voucher Certificate

Contractor <b>R.L. Alia Company</b>			
Street Address <b>10831 SE 181<sup>st</sup> Street</b>			
City <b>Renton</b>	State <b>WA</b>	Zip <b>98055</b>	Date <b>April 19, 2024</b>
Project Number (Owner) <b>21227.00</b>			
Job Description (Title) <b>2022 Utilities Project</b>			
Date Work Physically Completed <b>February 16, 2024</b>		Final Amount (including Sales Tax) <b>\$2,413,682.57</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 nor have I rented or purchased any equipment or materials from any employee of the City of Buckley; 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 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 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.

x 

Contractor Authorized Signature Required

VITO ALIA

Type Signature Name

I, \_\_\_\_\_, do hereby swear to before me this 14<sup>TH</sup> day of MAY 2024

Notary Public in and for the State of WASHINGTON



King County

### City of Buckley Certification

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

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

x 

Project Engineer

x

City of Buckley

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

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

## **E. REGULAR AGENDA**





# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Temporary, on-call contract for Parks Maintenance &amp; Landscaping services between the City of Buckley and Enumclaw Landscaping Maintenance, Inc, a Washington Corporation</b>  Fiscal Impact: Not to exceed \$45,000 Fund Source: General Fund Timeline: Beginning May, 2024- October 31, 2024	<b>Agenda Date: May 28, 2024</b>		<b>AB24-030</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator		X
	City Attorney	X	
	City Engineer		X
	City Clerk		X
	Finance Dept		
	Building Official		
	Fire Dept		
	Community Services		X
	Planning Dept		
	Police Dept		
	Municipal Court		
PW/Utilities		X	
<b>Staff Contact:</b> Erin Snodgrass, Parks and Recreation Director or Courtney Brunell, City Administrator			
<b>Attachments:</b> Professional Services Agreement and Attached Scope of Work			
<p>SUMMARY STATEMENT: The Parks and Recreation Department has had one full-time staff member on extended leave, leaving one full-time staff member for parks maintenance. Until the individual returns, the City has requested assistance from the same company that currently performs landscaping and parks maintenance in the City of Enumclaw, Enumclaw Landscape Maintenance. This temporary contract will ensure reliable and dependable parks maintenance during the peak season of 2024. To offset the cost, the City has deferred hiring two seasonal positions.</p> <p>Should the City desire a permanent contract, the City would publish a Request for Proposals (RFP) in compliance with laws of the State of Washington.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: <b>Move to Approve Professional Services Agreement with Enumclaw Landscaping Maintenance for Temporary Parks Maintenance.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

## CITY OF BUCKLEY CONTRACTOR AGREEMENT

This agreement is entered into for the provision of CONTRACTOR services to the City of Buckley for the following Project:

**Project Titles:** Parks Maintenance and Landscape Services

**Work Description:** See Attachment A - Scope of Work/Compensation

### Parties to the Agreement

<b>CONTRACTOR:</b> Enumclaw Landscape Maintenance Inc. (ELM Inc.)	<b>City:</b> City of Buckley, WA
<b>Name:</b> Dave Magstadt, Owner <b>Address:</b> P.O. Box 622 <b>City State Zip:</b> Enumclaw, WA 98022	<b>City Administrator, Courtney Brunell</b> 933 Main St. Buckley, WA 98321
<b>Contact:</b> Dave Magstadt, Owner  <b>Phone:</b> 360-825-1049 <b>E-mail:</b> ELM @enumclawlandscape.com	<b>Contact:</b> Erin Snodgrass  <b>Phone:</b> (360) 761-7814 <b>E-mail:</b> esnodgrass@cityofbuckley.com
<b>Type of Agreement (Check One):</b> <input type="checkbox"/> Lump Sum <input checked="" type="checkbox"/> Time and Expense, Not to Exceed \$45,000 <input type="checkbox"/> Hourly <input type="checkbox"/> Monthly	



# **CITY OF BUCKLEY**

## **PARKS MAINTENANCE SERVICES AGREEMENT**

THIS AGREEMENT is entered into between the City of Buckley, Washington, hereinafter called "the CITY", and Enumclaw Landscaping Maintenance, Inc., a Washington State Corporation, hereinafter called "the CONTRACTOR".

WHEREAS, the CITY desires a reliable and dependable work force to perform landscaping maintenance services for City owned parks and grounds; and

WHEREAS, the CITY is in need of landscaping services to support the City in General Parks and Grounds Maintenance and therefore deems it advisable and desirable to engage the assistance of a CONTRACTOR to provide the necessary services for the project; and

WHEREAS, the CONTRACTOR represents that it is in compliance with Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting Services to the City

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows

### **XIII. GENERAL DESCRIPTION OF WORK.**

The work under this agreement shall consist of the work described in Attachment A, attached hereto, and services as herein defined and necessary to accomplish the completed work for this agreement. The CONTRACTOR shall furnish all services, labor, materials and related equipment necessary to conduct and complete the work as designated elsewhere in the agreement, except for services and data agreed to be provided by the City.

### **II. SCOPE OF WORK/COMPENSATION**

The Scope of Work/Compensation for this project is detailed in Attachment A – Scope of Work/Compensation, attached hereto and made part of this agreement. The provisions in Attachment A shall be superseded by any conflicting provisions in this Agreement.

### **III. PAYMENT**

The CONTRACTOR will be paid by the CITY for completed work and services rendered under this agreement as set forth in Attachment A-Scope of Work/Compensation, based upon the type of agreement as shown in the header to this agreement. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Attachment A – Scope of Work/Compensation.

The CONTRACTOR's compensation rates/amounts is included in Attachment A – Scope of Work/Compensation, attached hereto, including the computation of overhead costs and fixed fee if applicable.

#### **Billings and Payment Processing**

The CONTRACTOR shall be entitled to invoice the CITY once per calendar month during the term of the contract. Multiple invoices in one monthly period will not be honored.

The CITY will pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In the event of such a dispute, the CITY will pay the amount not in dispute and will withhold payment on all disputed amounts until such dispute(s) are resolved by the parties.

#### **Inspection of Cost Records**

The CONTRACTOR and his/her subcontractors shall keep available for inspection by representatives of the CITY, for a period of three years after final payment the cost records and accounts pertaining to this agreement and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

### **IV. SUBCONTRACTING**

The CONTRACTOR shall not subcontract for the performance of any work under this agreement without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and Subcontractor, any contract or any other relationship.

### **V. EMPLOYMENT**

The CONTRACTOR is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONTRACTOR (or to any employee of the CONTRACTOR), any sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONTRACTOR which may arise as an incident of the CONTRACTOR performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONTRACTOR.

The CONTRACTOR shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during



the period of the contract, in the employ of the City, except regularly retired employees, without written consent of the CITY.

## **VI. NONDISCRIMINATION**

The CONTRACTOR agrees not to discriminate against any client, employee or applicant for employment, or for services because of race, creed, color, national origin, marital status, sex, age or handicap, except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or termination, rates of pay or other forms of compensation, selection for training, rendition of services. The CONTRACTOR understands that if it violates this provision, this agreement may be terminated by the CITY and further that the CONTRACTOR shall be barred from performing any services for the CITY now or in the future unless a showing is made satisfactory to the CITY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this agreement, the CONTRACTOR, for itself, its assignees and successors in interest agrees as follows:

- A. COMPLIANCE WITH REGULATIONS: The CONTRACTOR shall comply with applicable Regulations relative to nondiscrimination, and the American Disabilities Act of 1992, as amended.
- B. NONDISCRIMINATION: The CONTRACTOR, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by applicable Regulations.
- C. INFORMATION AND REPORTS: The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the CITY and shall set forth what efforts it has made to obtain the information.
- D. SANCTIONS FOR NONCOMPLIANCE: In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the CITY shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONTRACTOR under the agreement until the CONTRACTOR complies, and/or
- ~~XIII.~~ Cancellation, termination or suspension of the agreement, in whole or in part. ;

E. UNFAIR EMPLOYMENT PRACTICES: The CONTRACTOR shall comply with RCW 49.60.180 and Executive Order number E.O. 77-13 of the Governor of the State of Washington which prohibits unfair employment practices.

## **VII. TERMINATION OF AGREEMENT**

The right is reserved by the CITY or CONTRACTOR to terminate this agreement at any time upon thirty (30) days written notice to the other. The parties may terminate this agreement immediately due to material breach of contract.

In the event that this agreement is terminated by the City other than for material breach of contract on the part of the CONTRACTOR, a final payment shall be made to the CONTRACTOR as set forth below:

A final payment will be made to the CONTRACTOR for all hours worked and all reimbursable expenses incurred up to the date notice is received of termination.

If the services of the CONTRACTOR are terminated by the CITY for material breach of contract on the part of the CONTRACTOR, the amount to be paid shall be determined by the CITY with consideration given to: The actual cost incurred by the CONTRACTOR in performing the work up to the date of termination; the amount of work originally required which was satisfactorily completed to date of termination; whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another firm to complete the work required, and; the time which may be required to do so, and other factors which affect the value to the CITY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONTRACTOR was not in material breach of contract or that the CONTRACTOR's failure to perform is without it or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the CITY in accordance with the provision of this agreement and shall be subject to termination with 5 days notice.

The CONTRACTOR understands that the personnel assigned to this project by the CONTRACTOR were a substantial inducement to the CITY to enter into this Agreement. In the event that any or all of the said personnel leave the CONTRACTOR's employ for any reason during the term of this Agreement, the CITY reserves the right, in its sole discretion, to immediately terminate this Agreement in its entirety. In the event of such termination, payment shall be made to the CONTRACTOR for services satisfactorily rendered prior to the date of such



termination as set forth in the second paragraph of this section. The CITY's decision to allow other personnel of the CONTRACTOR to perform some further services after any or all of said key personnel leave the CONTRACTOR's employ shall not constitute a waiver of the CITY's right to terminate if, upon review of such further services the CITY determines, in its sole discretion, that the loss of such key personnel has affected the quality or value of such services to the CITY, provided, that such further services shall be paid for by the CITY as provided in the second paragraph of this section.

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONTRACTOR for any breach of this agreement by the CONTRACTOR, or for failure of the CONTRACTOR to perform work required of it by the CITY. Forbearance of any rights under the agreement will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONTRACTOR.

### **VIII. DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONTRACTOR and the CITY shall be referred for determination to the CITY Administrator, whose decision in the matter shall be final and binding upon the parties to this agreement, subject to Paragraph IX below.

### **IX. MEDIATION / ARBITRATION**

In the event the parties cannot agree upon a resolution of a dispute, the same shall be settled by mediation/arbitration pursuant to RCW Chapter 7.04, et. Seq. except as herein modified. Such mediation/arbitration shall be before one disinterested mediator/arbitrator, if one can be agreed upon, otherwise before three disinterested arbitrators, one named by city, one by CONTRACTOR, and one by the two thus chosen. If all arbitrators have not been appointed within ten (10) days after written notice of demand for arbitration is given by one party to the other, then either party may apply to the Pierce County Superior Court, upon not less than (5) days written notice to the other, for appointment of the necessary arbitrators remaining to be appointed, and the judicial appointment shall be binding and final. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Washington as applied to the facts found by him/her or them. The arbitrator or arbitrators may grant injunctions or other relief in such controversy or claims. The decision of the arbitrator or arbitrators shall be final, conclusive and binding on the parties and a judgment may be obtained in any court having jurisdiction.

### **X. LEGAL RELATIONS AND INSURANCE**

The CONTRACTOR shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this agreement. This agreement shall be interpreted and construed in accord with the laws of Washington.

### **Indemnification / Hold Harmless**

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONTRACTOR and the City, its officers, officials, employees, and volunteers, the CONTRACTOR's liability hereunder shall be only to the extent of the CONTRACTOR's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONTRACTOR's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

### **Insurance**

The CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

### **No Limitation**

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

### **XIII. Minimum Scope of Insurance**

CONTRACTOR shall obtain insurance of the types described below:

**XIII.** Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

**XIII.** Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the CONTRACTOR's Commercial General Liability insurance policy with respect to the work performed for the City.



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

4. Professional Liability insurance appropriate to the CONTRACTOR's profession.

**B. Minimum Amounts of Insurance**

CONTRACTOR shall maintain the following insurance limits:

**XIII.** Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

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

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

**C. Other Insurance Provision**

The CONTRACTOR's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

**D. Acceptability of Insurers**

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

**XIII. Verification of Coverage**

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

**XIII. Notice of Cancellation**

The CONTRACTOR shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

**XIII. Failure to Maintain Insurance**

Failure on the part of the CONTRACTOR to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the CONTRACTOR to correct the breach, immediately terminate the contract or, at its

discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City. Offset against funds due the CONTRACTOR from the City.

## **XI. FEDERAL AND STATE REVIEW**

When Federal or State grant funds or loans are utilized for any part of this contract, the appropriate Federal and State agencies shall have the right to participate in the review or examination of the work in progress.

## **XII. NOTICES, DESIGNATED REPRESENTATIVES AND NON-WAIVER PROVISION**

### **Notices.**

All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the following addresses: Notices to the CONTRACTOR shall be sent to the CONTRACTOR at the address set forth in the header of this Agreement. Notices to the CITY shall be sent to the address set forth in the header of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

### **Non-waiver**

Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONTRACTOR for any breach of the agreement by the CONTRACTOR, or for failure of the CONTRACTOR to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

## **XIII. COMPLETE AGREEMENT**

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONTRACTOR:

CITY:

**CITY OF BUCKLEY**

\_\_\_\_\_  
By:  
Title:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

Attachments:

Attachment A – Scope of Work/Compensation and Schedule  
Attachment B- Map of service areas

## Attachment A

**Summary:** Contractor shall provide temporary, on-call and routine maintenance along the City of Buckley's parks and grounds as depicted in Attachment B.

**Scope of Services:** When requested by the City, Enumclaw Landscape Maintenance may perform the maintenance for park and landscape areas owned by the City of Buckley. The areas shown on Exhibit B may receive routine maintenance including:

- A. Herbicides & Pesticides- treat designated areas with (liquid or granular) for effective control of broadleaf weeds in the spring and fall. All flower and planting beds may also receive an effective pre-emergence herbicide application in the spring and fall, monitored, and treated with a post emergence herbicide throughout the year as needed for a neat clean appearance. All walkways, gravel paths, fence lines, and tree wells are to be treated with an approved herbicide to prevent and control grass and/or weeds from emerging. The Parks and Recreation Director shall approve the weed control material and application rate prior to application. The contractor shall provide the City with a report specifying the areas treated and quantities used.

Signage shall be posted notifying the public of spraying for the relevant duration of best management practices for the applicable pesticide and/or herbicide at points of entry by law.

- B. Lawn Mowing
- C. String Trimming - all planters, building structures, fence lines, parking strips with curbs or barriers shall be trimmed and alternate biweekly with lawn edging to maintain and neat, clean appearance during growing season.
- D. Edging
- E. Fertilizer
- F. Shrub Bed Maintenance- upon request, all landscape areas will be evaluated for weeds, litter and debris. Particular attention should be paid to entryways, focal points and high traffic areas. Planter beds will be groomed as needed to remove debris and promote an attractive, fresh appearance.
- G. Mulching
- H. Pruning- pruning may be requested to enhance natural growth. The contractor will remove dead, damaged and diseased portions of applicable trees. Cuts will be flush and clean, leaving no studs or tearing bark. Pruning will only be performed following the flowering or during the tree's dormant season, or in case of an emergency.



- I. Clean up- the Contractor shall, during the progress of the work, remove at their own expense the resultant grass clippings, dirt, debris etc, unless required otherwise by the Parks and Recreation Director. All walkways shall be swept after mowing and all litter and glass shall be picked up prior to mowing. Fall and winter leaves shall be removed was requested beginning in October. Leaves will be removed from grass areas, planter beds and walkways.
- J. Reporting- regular reporting will be provided to the Parks and Recreation Director describing what services were provided.
- K. Inspections- regular inspections of sites(s) shall be made and any problems, if found, will be brought to the attention of the other party.
- L. Services not covered under the contract- the City and contractor agree that the contractor will not perform the following work unless contracted for on a separate basis:
  - a. Cleaning up and/or repairing acts of vandalism, natural disasters, acts of god including wind, freeze, earthquakes, floods etc.
  - b. Parking lot maintenance, except for in the case of leaf removal as detailed above or in conjunction with clean up identified in item I.
  - c. Turf renovation, aerate, thatch or overseeding
  - d. Snow removal
  - e. Playground maintenance
  - f. Facility maintenance

Cost of Services.

**Hertiage Park:** includes behind Wallys, museum grounds, Vanderhoof park, City of Buckley welcome sign and Main Street entryway, Mayor's Fountain, skate park, youth center lawn, trailhead parking lot landscaping:

- Mow \$800-\$1,100 per visit
- Roundup work with pre-emergent- \$1500 to \$2200
- Casoron/Snapshot- \$1,500-2,000
- Lawn herbicide all turf \$1,750-\$2,200, 2 x year
- General leaf clean-up, one time spring 2024 to clean-up winter piles \$1,000 to \$2,000

City Hall:

Mow and Edge lawn- \$57 per visit  
Iron sulphate for moss control- \$90  
Fertilize lawn 3 x per year - \$80  
Lawn Herbicide, 1-2 x per year- \$80  
Cranefly larvae control, 1-2 x year- \$80

Total Not to Exceed: \$28,750 to \$40,450.00 plus Washington State Sales Tax

## Attachment B- Map of Service Areas

