



**BUCKLEY CITY COUNCIL MEETING AGENDA**  
**October 24, 2017**  
**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 #18-17  
Next Resolution #17-08  
Next Agenda Bill #AB17-082

**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. **Presentation: Paul Adams – Mt. Peak Historical Fire Lookout Association** Pg. 8
2. ORD No. \_\_-17: Fire Station Bond Refinancing Pg. 13
3. ORD No. \_\_-17: Amending Marijuana Facilities Buffer Requirements Pg. 35
4. RES No. 17-\_\_: Adopting City Cost Allocation Plan Pg. 52
5. Agreement– Yakima Jail Contract – Renewal Pg. 83
6. Agreement Addendum – 911 Contract – RMS Pg.103
7. Agreement – Addendum #2 – City Administrator Contract Extension Pg.105
8. Project Acceptance: Elk Heights Booster Station Electrical Project Pg.109
9. Scope of Work: Design Engineering - 2018 Consolidated Utilities Project Pg.112

**D. Consent Agenda**

10. A. Approve Minutes of October 10, 2017 City Council Meeting Pg.121
- B. Claims: Claim numbers 57439 through 57536, in the amount of \$319,874.81, for the period of September 27, 2017 through October 10, 2017 are hereby approved and ordered paid.

**E. Committee Reports**

11. Mayor's Report Johnson
12. Administration, Finance & Public Safety Boyle Barrett
13. Transportation & Utilities Tremblay
14. 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>

---

## CITY OF BUCKLEY MEETING LIST

Oct 24	7:00 PM	City Council
Oct 31	7:00 PM	<b>City Council Workshop – 1<sup>st</sup> Departmental Budget Presentations</b>
Nov 6	7:00 PM	Planning Commission - <b>Public Hearing: Transportation Element of Comprehensive Plan</b>
Nov 7	9:30 AM	Admin, Finance & Public Safety (City Hall)
Nov 7	7:00 PM	<b>City Council Workshop – 2<sup>nd</sup> Departmental Budget Presentations</b>
Nov 13	10:30 AM	Buckley Hall Board
Nov 14	7:00 PM	City Council <b>Public Hearings: Budget &amp; Levy</b>
Nov 16	4:00 PM	Community Services
Nov 20	7:00 PM	Planning Commission
Nov 21	9:30 AM	Admin, Finance & Public Safety (City Hall)
Nov 21	7:00 PM	Transportation & Utilities (City Hall) - <b>BUDGET</b>
Nov 28	7:00 PM	City Council

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

*Last Revised October 18, 2017*

# October 2017



Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 <i>7 Planning Commission</i>	3 <b>9:30 AM Admin, Finance &amp; PS— BUDGET</b> <i>7 City Council Study Session</i>	4	5	6	7
8	9 <i>10:30 AM Buckley Hall Board</i>	10 <b>9:30 Admin, Finance &amp; PS— BUDGET</b>  <i>7 City Council</i>	11	12	13	14
15	16 <i>7 Planning Commission</i>	17 <i>9:30 AM Admin, Finance &amp; PS</i>  <b>7 Transportation &amp; Utilities—BUDGET</b>	18	19  <b>3:30 Community Services—BUDGET</b>	20	21
22	23	24  <i>7 City Council</i>	25	26	27	28
29	30 	31 <b>7 City Council Workshop—1st Dept. Budget Presentations</b>				

# November 2017



Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5 <i>Daylight Saving Time Ends</i>	6 7 Planning Commission—Public Hearing—Transportation Element	7 9:30 Admin, Fin & Public Safety 7 City Council—2nd Dept. Budget Presentations	8	9	10	11
12	13 10:30 Buckley Hall Board	14 7 City Council— <b>Public Hearings: Budget &amp; Levy</b>	15	16 4 Community Services	17	18
19	20 7 Planning Commission	21 9:30 Admin, Fin & Public Safety 7 Transportation & Utilities— <b>BUDGET</b>	22	23 	24	25
26	27	28 7 City Council	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: Presentation - Mt. Peak Historical Fire Lookout Association</b>	<b>Agenda Date: October 24, 2017</b>		<b>AB17-082</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Ellen Boyd		
	Planning Dept – Kathy Thompson		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
<b>Attachments:</b> Newspaper Article			
SUMMARY STATEMENT: Presentation by Paul Adams, Mt. Peak Historical Fire Lookout Association. See attached article from the Courier Herald.			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: <b>None</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	



**City of Buckley**

**Office of Administration -- Mayor Patricia Johnson**

*Presentation*  
~~Citizen Participation Form~~

City Council Meeting Date: Oct. 24 2017

Name: Paul Adams

Organization: Mt. Peak Historical Fire Lookout Assn

Phone: (360) 367-1341

Email: buildthefiretower@yahoo.com

Address: 280 Michael Ave.

City: Enumclaw

**I WISH TO SPEAK ON THE FOLLOWING SUBJECT(S):**

Power Point Presentation - Approx 10 minutes  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE NOTE:**

This form must be submitted to City Hall (933 Main Street), Attn: City Clerk, by 5:00 PM on the Wednesday prior to the Council meeting you wish to attend.

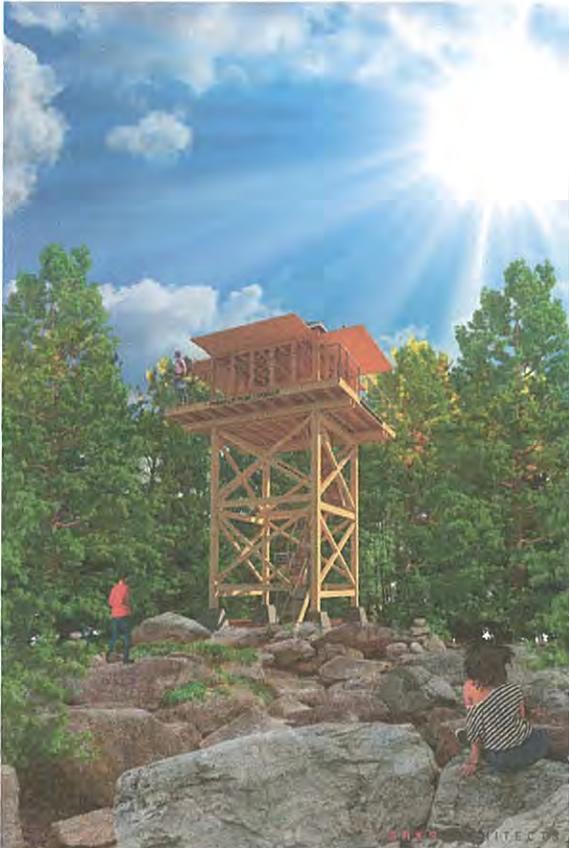
Please include with your form **16 copies** of any written information you wish to have distributed at the Council meeting. You may wish to have additional copies available for the public audience.

As Council agendas are very full, you are asked to limit your talk/presentation to three (3) minutes.

Last Update: September 9, 2014

# Nonprofit promotes lookout tower atop Mount Peak

KEVIN HANSON ([HTTPS://WWW.COURIERHERALD.COM/AUTHOR/KEVIN-HANSON/](https://www.courierherald.com/author/kevin-hanson/)) - Wed Oct 4th, 2017 2:19pm - [NEWS \(HTTPS://WWW.COURIERHERALD.COM/NEWS/\)](https://www.courierherald.com/news/)



A digital rendering of what the new Mount Peak fire lookout tower may look like. Contributed photo

An iconic Plateau landmark, the fire lookout atop Mount Peak, has been nothing but a memory for more than half a century.

Now, a dedicated group of volunteers have gone public with a plan to see a tower returned to the pinnacle of the popular climbing destination on the southern fringe of Enumclaw.

The notion of returning a lookout tower to the prominent promontory “has been bounced around for decades,” said Paul Adams, treasurer of the Mount Peak Historical Fire Lookout Association. It was in the spring of 2016, however, when talk turned to action. Adams and Doug Borst had previously discussed the possibility of a tower and that led to a

meeting with King County staff. Encouraged by the county, which owns the land, the association was given life.

“We jumped through all the hoops King County required,” Adams said. The association was formed, a business license was obtained and a connection was made with the Enumclaw Chamber of Commerce, which acts as the group’s “fiscal sponsor,” thus providing the necessary nonprofit status. In turn, King County Parks contributed a Community Partnership Grant, money that has been used to bring a structural engineer on board and develop a preliminary tower design.

“They gave up \$15,000 to get to the doorstep,” said Borst, president of the Lookout Association.

With details falling into place, tower boosters are looking to the public for input. It’s imperative, Borst and Adams said, for those who are passionate about Mount Peak to be supportive of the tower effort. So far, the response has been positive from Peak regulars who were queried during their trek to the top.

As part of an outreach program, Adams made a presentation Sept. 25 to the Enumclaw City Council and plans are in the works to appear before the Buckley Council. The public is invited to a pair of presentations that will also include representatives from King County; those open houses, both slated for 6 to 8 p.m. at the Enumclaw library, are set for Oct. 16 and Nov. 8.

At each meeting, architectural drawings will be available for viewing and tower backers will answer questions.

If the level of support is sufficient, the association will then launch a fundraising campaign. Adams and Borst envision a grassroots effort similar to how the Enumclaw community rallied to support the Loggers Memorial and renovation of the athletic field at the Enumclaw Expo Center. It’s estimated that construction and placement of a tower will cost somewhere between \$250,000 and \$300,000.

While tower plans are in their infancy, certain things are known. Regulations limit tower height to 40 feet and, to keep vandalism to a minimum, at least the lower portion of the tower would be made of steel. A platform would provide a 360-degree view and the inside of the tower would perhaps offer a history lesson with signage. The tower would not be staffed and overnight visitors would not be allowed.

King County is particular when it comes to cutting trees, but it has been suggested that some “viewing channels” could be created. It has been well documented that in the “old days”— when fire watchers lived in the Mount Peak tower and tree growth was minimal — the tower allowed visitors a northerly view all the way to the Seattle harbor.

## **A BIT OF HISTORY**

A tower sat atop Mount Peak for nearly four decades, allowing Department of Natural Resources employees to spot woodland fires and guide firefighting teams to the blaze. Towers were common throughout the Northwest, with more than 800 lookouts in Washington and Oregon. Four of those dotted the hills around Enumclaw; aside from Mount Peak, there were lookouts at Grass Mountain, Carbon Ridge and Point McDonald.

Newcomers are sometimes confused as the DNR, then and now, designates the area Pinnacle Peak.

The agency built its first tower on the peak summit in 1929. In 1934, it was replaced with a tower built by the Washington Forest Fire Association. That lasted until 1950 when the DNR built a live-in tower that was occupied 24/7 during the summer months. It was last used during the summer of 1964.

(<http://www.courierherald.com/news/last-mount-peak-fire-lookout-treks-back-to-historic-site/>)

The end of an era came in 1966 when the tower was dismantled.



 **COMMENTS (1)**

**LOG IN**



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Ordinance – Issuance, Sale and Delivery of not to exceed \$4,400,000 aggregate principal amount of unlimited tax general obligation refunding bonds – Fire Station</b>	<b>Agenda Date: October 24<sup>th</sup>, 2017</b>		<b>AB17-083</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		X
	Parks & Rec Dept – Ellen Boyd		
	Planning Dept – Kathy Thompson		
Police Dept – Chief Arsanto			
Municipal Court – Jessica Cash			
	PW/Utilities – Chris Banks		
<b>Attachments:</b> Ordinance prepared by Foster Pepper, PLLC			
<b>SUMMARY STATEMENT:</b>			
<p>The City intends to issue, sell and deliver unlimited tax general obligation refunding bonds for the purpose of realizing a cost savings of the bond finance in place for the construction of the Fire Station.</p> <p>Market conditions are always changing, but given the present day market conditions there is an estimated net savings of \$402,474 that can be realized by refunding those bonds for the finance period of 2021 – 2040.</p> <p>The determination of whether or not to execute the refunding of bonds will finally be determined based on market conditions on or near December 1. So long as net cost savings are 5% or greater at that time, Staff recommends proceeding. For the city to be positioned to execute such action it is necessary for City Council to approve this ordinance authoring for the transaction.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> Not reviewed by Committee			
<b>RECOMMENDED ACTION:</b> <b>A MOTION to approve Ordinance Number _____.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

CITY OF BUCKLEY, WASHINGTON

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE of the City of Buckley, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$4,400,000 aggregate principal amount of unlimited tax general obligation refunding bonds to provide funds to advance refund certain outstanding unlimited tax general obligation bonds of the City and to pay the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

Passed October 24, 2017

*This document prepared by:*

*Foster Pepper PLLC  
1111 Third Avenue, Suite 3000  
Seattle, Washington 98101  
(206) 447-4400*

**TABLE OF CONTENTS\***

		<u>Page</u>
Section 1.	Definitions.....	1
Section 2.	Findings and Determinations .....	4
Section 3.	Authorization of Bonds.....	5
Section 4.	Description of Bonds; Appointment of Designated Representative .....	5
Section 5.	Bond Registrar; Registration and Transfer of Bonds.....	7
Section 6.	Form and Execution of Bonds .....	8
Section 7.	Payment of Bonds.....	8
Section 8.	Funds and Accounts; Deposit of Proceeds.....	8
Section 9.	Redemption Provisions and Purchase of Bonds .....	9
Section 10.	Failure To Pay Bonds.....	10
Section 11.	Pledge of Taxes.....	10
Section 12.	Tax Covenants; Designation of Bonds as “Qualified Tax Exempt Obligations” .....	10
Section 13.	Refunding or Defeasance of the Bonds .....	11
Section 14.	Refunding of the Refunded Bonds.....	12
Section 15.	Call for Redemption of the Refunded Bonds.....	13
Section 16.	Findings with Respect to Refunding.....	13
Section 17.	Sale and Delivery of the Bonds .....	14
Section 18.	Official Statement .....	14
Section 19.	Undertaking to Provide Continuing Disclosure.....	15
Section 20.	Supplemental and Amendatory Ordinances.....	17
Section 21.	General Authorization and Ratification .....	18
Section 22.	Severability .....	18
Section 23.	Effective Date of Ordinance .....	18

*\*The cover page, table of contents and section headings of this ordinance are for convenience of reference only, and shall not be used to resolve any question of interpretation of this ordinance.*

CITY OF BUCKLEY, WASHINGTON

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE of the City of Buckley, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$4,400,000 aggregate principal amount of unlimited tax general obligation refunding bonds to provide funds to advance refund certain outstanding unlimited tax general obligation bonds of the City and to pay the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

THE CITY COUNCIL OF THE CITY OF BUCKLEY, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) "*Acquired Obligations*" means those United States Treasury Certificates of Indebtedness, Notes, and Bonds--State and Local Government Series and other direct, noncallable obligations of the United States of America purchased to accomplish the refunding of the Refunded Bonds as authorized by this ordinance.

(b) "*Authorized Denomination*" means \$5,000 or any integral multiple thereof within a maturity of a Series.

(c) "*Beneficial Owner*" means, with respect to a Bond, the owner of any beneficial interest in that Bond.

(d) "*Bond*" means each bond issued pursuant to and for the purposes provided in this ordinance.

(e) "*Bond Counsel*" means the firm of Foster Pepper PLLC, its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(f) "*Bond Fund*" means the Unlimited Tax General Obligation Refunding Bond Fund, 2017, of the City created for the payment of the principal of and interest on the Bonds.

(g) "*Bond Purchase Agreement*" means an offer to purchase a Series of the Bonds, setting forth certain terms and conditions of the issuance, sale and delivery of those Bonds, which offer is authorized to be accepted by the Designated Representative on behalf of the City, if consistent with this ordinance.

(h) “*Bond Register*” means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.

(i) “*Bond Registrar*” means the Fiscal Agent, or any successor bond registrar selected by the City.

(j) “*City*” means the City of Buckley, Washington, a municipal corporation duly organized and existing under the laws of the State.

(k) “*City Council*” means the legislative authority of the City, as duly and regularly constituted from time to time.

(l) “*Code*” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(m) “*DTC*” means The Depository Trust Company, New York, New York, or its nominee.

(n) “*Designated Representative*” means the officer of the City appointed in Section 4 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

(o) “*Final Terms*” means the terms and conditions for the sale of a Series of the Bonds including the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants, including minimum savings for refunding bonds (if the refunding bonds are issued for savings purposes).

(p) “*Government Obligations*” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.

(q) “*Issue Date*” means, with respect to a Bond, the date of initial issuance and delivery of that Bond to the Purchaser in exchange for the purchase price of that Bond.

(r) “*Letter of Representations*” means the Blanket Issuer Letter of Representations between the City and DTC, dated November 23, 2010, as it may be amended from time to time, and any successor or substitute letter relating to the operational procedures of the Securities Depository.

(s) “*MSRB*” means the Municipal Securities Rulemaking Board.

(t) “*Official Statement*” means an offering document, disclosure document, private placement memorandum or substantially similar disclosure document provided to purchasers and potential purchasers in connection with the initial offering of a Series of the Bonds in conformance with Rule 15c2-12 or other applicable regulations of the SEC.

(u) “*Owner*” means, without distinction, the Registered Owner and the Beneficial Owner.

(v) “*Purchaser*” means D.A. Davidson & Co. of Seattle, Washington or such other corporation, firm, association, partnership, trust, bank, financial institution or other legal entity or group of entities selected by the Designated Representative to serve as purchaser in a private placement, underwriter or placement agent in a negotiated sale or awarded as the successful bidder in a competitive sale of any Series of the Bonds.

(w) “*Rating Agency*” means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

(x) “*Record Date*” means the Bond Registrar’s close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar’s close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 9.

(y) “*Refunded Bonds*” means all or a portion of the Refunding Candidates selected by the Designated Representative to be refunded with proceeds of a Series of the Bonds and included in the Refunding Plan.

(z) “*Refunding Candidates*” means the outstanding 2010 Bonds maturing in the years 2025, 2030, 2035 and 2040, the refunding of which has been provided for by this ordinance.

(aa) “*Refunding Plan*” means:

(1) the placement of sufficient proceeds of a Series of the Bonds which, with other money of the City, if necessary, will acquire the Acquired Obligations to be deposited, with cash, if necessary, with the Refunding Trustee;

(2) the payment of the principal of and interest on the Refunded Bonds when due up to and including December 1, 2020, and the call, payment, and redemption on such date, of all of the then-outstanding Refunded Bonds at a price of par; and

(3) may include the payment of the costs of issuing a Series of the Bonds and the costs of carrying out the foregoing elements of the Refunding Plan.

(bb) “*Refunding Trust Agreement*” means a Refunding Trust Agreement between the City and the Refunding Trustee.

(cc) “*Refunding Trustee*” means the trustee or escrow agent or any successor trustee or escrow agent serving as refunding trustee to carry out the Refunding Plan.

(dd) “*Registered Owner*” means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the City utilizes the book-entry only system for the Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

(ee) “*Rule 15c2-12*” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(ff) “SEC” means the United States Securities and Exchange Commission.

(gg) “*Securities Depository*” means DTC, any successor thereto, any substitute securities depository selected by the City that is qualified under applicable laws and regulations to provide the services proposed to be provided by it, or the nominee of any of the foregoing.

(hh) “*Series of the Bonds*” or “*Series*” means a series of the Bonds issued pursuant to this ordinance.

(ii) “*State*” means the State of Washington.

(jj) “*Term Bond*” means each Bond designated as a Term Bond and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase Agreement.

(kk) “*2010 Bonds*” means the Unlimited Tax General Obligation Bonds, 2010 of the City, issued pursuant to Ordinance No. 18-10.

(ll) “*Undertaking*” means the undertaking to provide continuing disclosure entered into pursuant to Section 19 of this ordinance.

Section 2. Findings and Determinations. The City takes note of the following facts and makes the following findings and determinations:

(a) *Authority and Description of the Refunding Plan.*

(1) Pursuant to Ordinance No. 18-10, the City heretofore issued its \$5,000,000 par value Unlimited Tax General Obligation Bonds, 2010 (the “2010 Bonds”), for the purpose of constructing a fire station facility, and by that ordinance reserved the right to redeem the 2010 Bonds maturing on and after December 1, 2025, prior to their maturity on or after December 1, 2020, at a price of par plus accrued interest to the date fixed for redemption (the “Refunding Candidates”).

(2) There are presently \$3,955,000 par value of Refunding Candidates outstanding. In addition, there are an additional \$460,000 of outstanding 2010 Bonds maturing in the years 2017 through 2020, inclusive.

(3) After due consideration, it appears to the City Council that all or a portion of the Refunding Candidates may be refunded by the issuance and sale of the unlimited tax general obligation refunding bonds authorized herein so that a savings will be effected by the difference between the principal and interest cost over the life of the Bonds used for the Refunding Plan and the principal and interest cost over the life of the Refunded Bonds but for such refunding, which refunding will be effected by carrying out the Refunding Plan.

(b) *Debt Capacity.* The maximum amount of indebtedness authorized by this ordinance is \$4,400,000. Based on the following facts, this amount is to be issued within the amount permitted to be issued by the City with voter approval for general municipal purposes:

(1) The assessed valuation of the taxable property within the City as ascertained by the last preceding assessment for City purposes for collection in the calendar year 2017 is \$442,301,293.

(2) As of September 30, 2017, the City has no limited tax general obligation indebtedness incurred within the limit of up to 1½% of the value of the taxable property within the City permitted for general municipal purposes without a vote.

(3) As of September 30, 2017, the City has unlimited tax general obligation indebtedness for capital purposes only outstanding in the principal amount of \$4,415,000 for general municipal purposes. The indebtedness described in this paragraph has been incurred with the approval of the requisite proportion of the City's qualified voters at an election meeting the minimum turnout requirements, within the limit of up to 2½% of the value of the taxable property within the City for general municipal purposes (when combined with the outstanding limited tax general obligation indebtedness).

(c) *The Bonds.* For the purpose of providing the funds necessary to carry out the Refunding Plan and to pay the costs of issuance and sale of the Bonds, the City Council finds that it is in the best interests of the City and its taxpayers to issue and sell the Bonds to the Purchaser, pursuant to the terms set forth in the Bond Purchase Agreement as approved by the City's Designated Representative consistent with this ordinance.

Section 3. Authorization of the Bonds. The City is authorized to borrow money on the credit of the City and issue negotiable unlimited tax general obligation refunding bonds evidencing indebtedness in one or more Series in aggregate principal amount not to exceed \$4,400,000 to provide funds necessary to carry out the Refunding Plan and to pay the costs of issuance and sale of the Bonds.

Section 4. Description of Bonds; Appointment of Designated Representative. The City Administrator, or the City Finance Director in the absence of the City Administrator, is appointed as the Designated Representative of the City and is authorized and directed to conduct the sale of the Bonds in the manner and upon the terms deemed most advantageous to the City, and to approve the Final Terms of each Series of the Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the following parameters:

(a) *Principal Amount.* The Bonds may be issued in one or more Series and shall not exceed the aggregate principal amount of \$4,400,000.

(b) *Date or Dates.* Each Series of Bonds shall be dated as of its date of delivery to the Underwriter, which date may not be later than December 31, 2018.

(c) *Denominations, Series Designation, etc.* The Bonds must be issued in Authorized Denominations, shall be numbered by Series separately in the manner and shall bear any name and additional designation as deemed necessary or appropriate by the Designated Representative.

(d) *Interest Rates.* The Bonds shall bear interest at fixed or variable rates per annum from their date or from the most recent interest payment date for which interest has been paid or duly provided for, whichever is later. One or more rates of interest may be fixed for the Bonds,

provided that no rate of interest for any Bond may exceed 5.00% (other than an adjustment that may occur upon an event of default or determination of taxability), and the true interest cost to the City for each Series of Bonds may not exceed 3.40%.

(e) *Payment Dates.* Interest must be payable at the rates and on such dates as are acceptable to the Designated Representative, commencing no later than one year following the Issue Date. Principal payments shall commence on a payment date acceptable to the Designated Representative and must be payable at maturity or in mandatory redemption installments at least annually thereafter, on such dates as are acceptable to the Designated Representative.

(f) *Final Maturity.* The Bonds shall mature no later than December 1, 2040.

(g) *Redemption Rights.* In his or her discretion, the Designated Representative may approve in a pricing certificate any prepayment terms or in the Bond Purchase Agreement provisions for the optional and mandatory redemption of Bonds, as follows:

(1) Optional Redemption. Any Bond or Series of Bonds may be designated as being (A) subject to redemption at the option of the City prior to its maturity date on the dates and at the prices set forth in the Bond Purchase Agreement; or (B) not subject to redemption prior to its maturity date. If a Bond is designated as subject to optional redemption prior to its maturity, it must be subject to such redemption on one or more dates occurring not more than 10½ years after the Issue Date. Any taxable series of Bonds may be subject to optional redemption at any time, including with a “make-whole” redemption payment or payment at par.

(2) Mandatory Redemption. Any Bond may be designated as a Term Bond, subject to mandatory redemption prior to its maturity on the dates and in the amounts set forth in the Bond Purchase Agreement.

(h) *Price.* The purchase price for any Series of Bonds may not be less than 95% or more than 125% of the stated principal amount of that Series, and the underwriters’ discount may not exceed 2% of the stated principal amount of that Series.

(i) *Savings.* There is a minimum net present value savings of 5.00% of the Refunded Bonds.

(j) *Other Terms and Conditions.*

(1) A Series of Bonds may not be issued if it would cause the indebtedness of the City to exceed the City’s legal debt capacity on the Issue Date.

(2) A Series of Bonds may be issued as tax-exempt or taxable.

(3) The Bonds may be sold in accordance with Section 17 of this ordinance.

(4) The Designated Representative may determine whether it is in the City’s best interest to provide for bond insurance or other credit enhancement; and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the City, consistent with this ordinance.

Section 5. Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds.* Each Bond shall be issued only in registered form as to both principal and interest and the ownership of each Bond shall be recorded on the Bond Register.

(b) *Bond Registrar; Duties.* The Fiscal Agent is appointed as initial Bond Registrar. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this ordinance. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Registered Owners.

(c) *Bond Register; Transfer and Exchange.* The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond held by each Registered Owner. A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same Series, interest rate and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) *Securities Depository; Book-Entry Only Form.* If a Bond is to be issued in book-entry form, DTC shall be appointed as initial Securities Depository and each such Bond initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held fully immobilized in book-entry only form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City; or (iii) to any person if the Bond is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (i) the Securities Depository resigns and the City does not appoint a substitute Securities Depository, or (ii) the City terminates the services of the Securities Depository, the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond may be transferred to any person as provided in this ordinance.

Neither the City nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the

Bond Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

Section 6. Form and Execution of Bonds.

(a) *Form of Bonds; Signatures and Seal.* Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication.* Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: “Certificate of Authentication. This Bond is one of the fully registered City of Buckley, Washington, Unlimited Tax General Obligation Refunding Bonds, 2017, described in the Bond Ordinance.” The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 7. Payment of Bonds. Principal of and interest on each Bond shall be payable in lawful money of the United States of America. Principal of and interest on each Bond registered in the name of the Securities Depository is payable in the manner set forth in the Letter of Representations. Interest on each Bond not registered in the name of the Securities Depository is payable by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not registered in the name of the Securities Depository is payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar. The Bonds are not subject to acceleration under any circumstances.

Section 8. Bond Fund; Deposit of Proceeds. The Bond Fund is created as a special fund of the City for the sole purpose of paying principal of and interest and any redemption premium on the Bonds. Bond proceeds in excess of the amounts needed to pay the costs of the Refunding Plan and the costs of issuance, if any, shall be deposited into the Bond Fund. All amounts allocated to the payment of the principal of and interest on the Bonds shall be deposited in the Bond Fund as necessary for the timely payment of amounts due with respect to the Bonds.

The principal of and interest on the Bonds shall be paid out of the Bond Fund. Until needed for that purpose, the City may invest money in the Bond Fund temporarily in any legal investment, and the investment earnings shall be retained in the Bond Fund and used for the purposes of that fund.

Section 9. Redemption Provisions and Purchase of Bonds.

(a) *Optional Redemption.* The Bonds shall be subject to redemption at the option of the City on terms acceptable to the Designated Representative, as set forth in the Bond Purchase Agreement, consistent with the parameters set forth in Section 4.

(b) *Mandatory Redemption.* Each Bond that is designated as a Term Bond in the Bond Purchase Agreement, consistent with the parameters set forth in Section 4 and except as set forth below, shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the dates and in the amounts as set forth in the Bond Purchase Agreement. If a Term Bond is redeemed under the optional redemption provisions, defeased or purchased by the City and surrendered for cancellation, the principal amount of the Term Bond so redeemed, defeased or purchased (irrespective of its actual redemption or purchase price) shall be credited against one or more scheduled mandatory redemption installments for that Term Bond. The City shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of its allocation prior to the earliest mandatory redemption date for that Term Bond for which notice of redemption has not already been given.

(c) *Selection of Bonds for Redemption; Partial Redemption.* If fewer than all of the outstanding Bonds are to be redeemed at the option of the City, the City shall select the Series and maturities to be redeemed. If fewer than all of the outstanding Bonds of a maturity of a Series are to be redeemed, the Securities Depository shall select Bonds registered in the name of the Securities Depository to be redeemed in accordance with the Letter of Representations, and the Bond Registrar shall select all other Bonds to be redeemed randomly in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same Series, maturity and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

(d) *Notice of Redemption.* Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Bond Registrar not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by a Registered Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Finance Director shall

determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(e) *Rescission of Optional Redemption Notice.* In the case of an optional redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time on or prior to the scheduled optional redemption date. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of optional redemption has been rescinded shall remain outstanding.

(f) *Effect of Redemption.* Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund or in a trust account established to refund or defease the Bond.

(g) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds offered to the City at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 10. Failure To Pay Bonds. If the principal of any Bond is not paid when the Bond is properly presented at its maturity or date fixed for redemption, the City shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 11. Pledge of Taxes. The Bonds constitute a general indebtedness of the City and are payable from tax revenues of the City and such other money as is lawfully available and pledged by the City for the payment of principal of and interest on the Bonds. For as long as any of the Bonds are outstanding, the City irrevocably pledges that it shall, in the manner provided by law without limitation as to rate or amount, include in its annual property tax levy amounts sufficient, together with other money that is lawfully available, to pay principal of and interest on the Bonds as the same become due. The full faith, credit and resources of the City are pledged irrevocably for the prompt payment of the principal of and interest on the Bonds and such pledge shall be enforceable in mandamus against the City.

Section 12. Tax Covenants; Designation of Bonds as “Qualified Tax Exempt Obligations.”

(a) *Preservation of Tax Exemption for Interest on Bonds.* The City covenants that it will take all actions necessary to prevent interest on the Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bonds or other funds of the City treated as proceeds of the Bonds that will cause interest on the Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148

of the Code are applicable to the Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bonds.

(b) *Post-Issuance Compliance.* The Finance Director is authorized and directed to adopt and implement the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

(c) *Designation of Bonds as "Qualified Tax-Exempt Obligations."* A Series of the Bonds may be designated as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code, if the following conditions are met:

(1) the Series does not constitute "private activity bonds" within the meaning of Section 141 of the Code;

(2) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Series is issued will not exceed \$10,000,000; and

(3) the amount of tax-exempt obligations, including the Series, designated by the City as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Series is issued does not exceed \$10,000,000.

Section 13. Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the "defeased Bonds"); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the "trust account"), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose.

Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

Section 14. Refunding of the Refunded Bonds.

(a) *Appointment of Refunding Trustee.* The Designated Representative is authorized to appoint a Refunding Trustee in connection with the Bonds.

(b) *Use of Bond Proceeds; Acquisition of Acquired Obligations.* The proceeds of the sale of the Bonds to be used to carry out the Refunding Plan shall be deposited immediately upon the receipt thereof with the Refunding Trustee and used to discharge the obligations of the City relating to the Refunded Bonds under Ordinance No. 18-10 by providing for the payment of the amounts required to be paid by the Refunding Plan. To the extent practicable, such obligations shall be discharged fully by the Refunding Trustee's simultaneous purchase of the Acquired Obligations, bearing such interest and maturing as to principal and interest in such amounts and at such times so as to provide, together with a beginning cash balance, if necessary, for the payment of the amount required to be paid by the Refunding Plan. The Acquired Obligations will be listed and more particularly described in an exhibit to be attached to the Refunding Trust Agreement between the City and the Refunding Trustee, but are subject to substitution as set forth below. Any Bond proceeds or other money deposited with the Refunding Trustee not needed to purchase the Acquired Obligations and provide a beginning cash balance, if any, and pay the costs of issuance of the Bonds shall be returned to the City at the time of delivery of the Bonds to the initial purchaser thereof and deposited in the Bond Fund to pay interest on the Bonds on the first interest payment date.

If payment of the costs of issuance of the Bonds is not included in the Refunding Plan, the Bond proceeds that are not deposited with the Refunding Trustee will be deposited with the City to be used to pay the costs of issuance of the Bonds.

(c) *Substitution of Acquired Obligations.* Prior to the purchase of any Acquired Obligations by the Refunding Trustee, the City reserves the right to substitute other direct, noncallable obligations of the United States of America ("Substitute Obligations") for any of the Acquired Obligations and to use any savings created thereby for any lawful City purpose if, (a) in the opinion of the City's bond counsel, the interest on the Bonds and the Refunded Bonds will remain excluded from gross income for federal income tax purposes under Sections 103, 148, and 149(d) of the Code, and (b) such substitution shall not impair the timely payment of the amounts required to be paid by the Refunding Plan, as verified by a nationally recognized independent certified public accounting firm.

After the purchase of the Acquired Obligations by the Refunding Trustee, the City reserves the right to substitute therefor cash or Substitute Obligations subject to the conditions that such money or securities held by the Refunding Trustee shall be sufficient to carry out the Refunding Plan, that such substitution will not cause the Bonds or the Refunded Bonds to be arbitrage bonds within the meaning of Section 148 of the Code and regulations thereunder in effect on the date of such substitution and applicable to obligations issued on the issue dates of the Bonds and the Refunded Bonds, as applicable, and that the City obtain, at its expense: (1) a verification by a nationally recognized independent firm acceptable to the Refunding Trustee confirming that the payments of principal of and interest on the substitute securities, if paid when due, and any other money held by the Refunding Trustee will be sufficient to carry out the Refunding Plan; and (2) an opinion from a nationally recognized bond counsel to the City, to the

effect that the disposition and substitution or purchase of such securities, under the statutes, rules, and regulations then in force and applicable to the Bonds, will not cause the interest on the Bonds or the Refunded Bonds to be included in gross income for federal income tax purposes and that such disposition and substitution or purchase is in compliance with the statutes and regulations applicable to the Bonds. Any surplus money resulting from the sale, transfer, other disposition, or redemption of the Acquired Obligations and the substitutions therefor shall be released from the trust estate and transferred to the City to be used for any lawful City purpose.

(d) *Administration of Refunding Plan.* The Refunding Trustee is authorized and directed to purchase the Acquired Obligations (or substitute obligations), if so directed by the Designated Representative, and to make the payments required to be made by the Refunding Plan from the Acquired Obligations (or substitute obligations) and money deposited with the Refunding Trustee pursuant to this ordinance. All Acquired Obligations (or substitute obligations) and the money deposited with the Refunding Trustee and any income therefrom shall be held irrevocably, invested and applied in accordance with the provisions of Ordinance No. 18-10, this ordinance, chapter 39.53 RCW and other applicable statutes of the State of Washington and the Refunding Trust Agreement. All necessary and proper fees, compensation, and expenses of the Refunding Trustee for the Bonds and all other costs incidental to the setting up of the escrow to accomplish the refunding of the Refunded Bonds and costs related to the issuance and delivery of the Bonds, including bond printing, verification fees, Bond Counsel's fees, and other related expenses, shall be paid out of the proceeds of the Bonds.

(e) *Authorization for Refunding Trust Agreement.* To carry out the Refunding Plan provided for by this ordinance, the Designated Representative is authorized and directed to execute and deliver to the Refunding Trustee a Refunding Trust Agreement setting forth the duties, obligations and responsibilities of the Refunding Trustee in connection with the payment, redemption, and retirement of the Refunded Bonds as provided herein and stating that the provisions for payment of the fees, compensation, and expenses of such Refunding Trustee set forth therein are satisfactory to it. Prior to executing the Refunding Trust Agreement, the Designated Representative of the City is authorized to make such changes therein that do not change the substance and purpose thereof or that assure that the escrow provided therein and the Bonds are in compliance with the requirements of federal law governing the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 15. Call for Redemption of the Refunded Bonds. The City calls for redemption on December 1, 2020, or such other date as determined by the Designated Representative, all of the Refunded Bonds at par plus accrued interest. Such call for redemption shall be irrevocable after the delivery of the Bonds to the initial purchaser thereof. The date on which the Refunded Bonds are herein called for redemption is the first date on which those bonds may be called.

The proper City officials are authorized and directed to give or cause to be given such notices as required, at the times and in the manner required by Ordinance No. 18-10, in order to effect the redemption prior to their maturity of the Refunded Bonds.

Section 16. Findings with Respect to Refunding. The City Council authorizes the Designated Representative to issue the Bonds if it will achieve debt service savings to the City

and is in the best interest of the City and its taxpayers and in the public interest. In making such finding and determination, the Designated Representative will give consideration to the fixed maturities of the Bonds and the Refunded Bonds, the costs of issuance of the Bonds and the known earned income from the investment of the proceeds of the issuance and sale of the Bonds and other money of the City used in the Refunding Plan, if any, pending payment and redemption of the Refunded Bonds.

The Designated Representative may also purchase Acquired Obligations to be deposited with the Refunding Trustee, together with the income therefrom, and with any necessary beginning cash balance, which will be sufficient to redeem the Refunded Bonds and will discharge and satisfy the obligations of the City under Ordinance No. 18-10 with respect to the Refunded Bonds, and the pledges, charges, trusts, covenants, and agreements of the City therein made or provided for as to the Refunded Bonds, and that the Refunded Bonds shall no longer be deemed to be outstanding under such ordinance immediately upon the deposit of such money with the Refunding Trustee.

Section 17. Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell each Series of the Bonds by negotiated sale or private placement based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and other advisors. In determining the method of sale of a Series and accepting the Final Terms, the Designated Representative shall take into account those factors that, in the judgment of the Designated Representative, may be expected to result in the lowest true interest cost to the City.

(b) *Procedure for Negotiated Sale or Private Placement.* If the Designated Representative determines that a Series of the Bonds is to be sold by negotiated sale or private placement, the Designated Representative shall select one or more Purchasers with which to negotiate such sale. The Bond Purchase Agreement for each Series of the Bonds shall set forth the Final Terms. The Designated Representative is authorized to execute the Bond Purchase Agreement on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

(c) *Preparation, Execution and Delivery of the Bonds.* The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Agreement, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 18. Official Statement.

(a) *Preliminary Official Statement Deemed Final.* The Designated Representative shall review and, if acceptable to him or her, approve the preliminary Official Statement prepared in connection with each sale of a Series of the Bonds to the public or through a Purchaser as a placement agent. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12, if applicable, the Designated Representative is authorized to deem that preliminary Official Statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to

potential purchasers of the Bonds of a preliminary Official Statement that has approved by the Designated Representative and been deemed final, if applicable, in accordance with this subsection.

(b) *Approval of Final Official Statement.* The City approves the preparation of a final Official Statement for each Series of the Bonds to be sold to the public in the form of the preliminary Official Statement that has been approved and deemed final in accordance with subsection (a), with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes Designated Representative to execute and deliver such final Official Statement to the Purchaser if required under Rule 15c2-12. The City authorizes and approves the distribution by the Purchaser of the final Official Statement so executed and delivered to purchasers and potential purchasers of a Series of the Bonds.

Section 19. Undertaking to Provide Continuing Disclosure. If necessary to meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds, the City makes the following written undertaking (the “Undertaking”) for the benefit of holders of the Bonds:

(a) Undertaking to Provide Annual Financial Information and Notice of Listed Events. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

(1) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b) (“annual financial information”);

(2) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds (which may be amended if Rule 15c2-12 is amended prior to the Issue Date of the Bonds): (A) principal and interest payment delinquencies; (B) non-payment related defaults, if material; (C) unscheduled draws on debt service reserves reflecting financial difficulties; (D) unscheduled draws on credit enhancements reflecting financial difficulties; (E) substitution of credit or liquidity providers, or their failure to perform; (F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds; (G) modifications to rights of holders of the Bonds, if material; (H) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (I) defeasances; (J) release, substitution, or sale of property securing repayment of the Bonds, if material; (K) rating changes; (L) bankruptcy, insolvency, receivership or similar event of the City, as such “Bankruptcy Events” are defined in Rule 15c2-12; (M) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (N) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(3) Audited annual financial statements prepared (except as noted in the financial statements) in accordance with generally accepted accounting principles applicable to local governmental units of the State, such as the City, as such principles may be changed from time to time and as permitted by State law, if and when audited financial statements are prepared and available to the City.

(4) Timely notice of a failure by the City to provide required annual financial information on or before the date specified in paragraph (b).

(b) Type of Annual Financial Information Undertaken to be Provided. The annual financial information that the City undertakes to provide in paragraph (a):

(1) Shall consist of (A) annual financial statements prepared (except as noted in the financial statements) in accordance with generally accepted accounting principles applicable to local governmental units of the State, such as the City, as such principles may be changed from time to time, which statements may be unaudited, provided, that if and when audited financial statements are prepared and available they will be provided; (B) principal amount of general obligation bonds outstanding at the end of the applicable fiscal year; (C) assessed valuation for that fiscal year; and (D) regular and excess property tax levy rate for the fiscal year;

(2) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City's fiscal year ending December 31, 2017; and

(3) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

(c) Amendment of Undertaking. This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) Beneficiaries. This Undertaking shall inure to the benefit of the City and the holder of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) Termination of Undertaking. The City's obligations under this Undertaking shall terminate upon the legal defeasance of all of the Bonds. In addition, the City's obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as

confirmed by an opinion of Bond Counsel delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) Remedy for Failure to Comply with Undertaking. As soon as practicable after the City learns of any failure to comply with this Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Undertaking shall constitute an event of default. The sole remedy of any holder of a Bond shall be to take action to compel the City or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

(g) Designation of Official Responsible to Administer Undertaking. The Finance Director or her designee is the person designated, in accordance with the Bond Ordinance, to carry out the Undertaking in accordance with Rule 15c2-12, including, without limitation, the following actions:

(1) Preparing and filing the annual financial information undertaken to be provided;

(2) Determining whether any event specified in paragraph (a) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its occurrence;

(3) Determining whether any person other than the City is an “obligated person” within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;

(4) Selecting, engaging and compensating designated agents and consultants, including financial advisors and legal counsel, to assist and advise the City in carrying out this Undertaking; and

(5) Effecting any necessary amendment of this undertaking.

(h) Private Placement Reporting Requirements. If the Bonds are sold by private placement, the City will be exempt from the official statement and ongoing disclosure requirements of Rule 15c2-12 described above, and will agree to provide certain information to the Purchaser to be set forth in a pricing certificate.

Section 20. Supplemental and Amendatory Ordinances. The City may supplement or amend this ordinance for any one or more of the following purposes without the consent of any Owners of the Bonds:

(a) To add covenants and agreements that do not materially adversely affect the interests of Owners, or to surrender any right or power reserved to or conferred upon the City.

(b) To cure any ambiguities, or to cure, correct or supplement any defective provision contained in this ordinance in a manner that does not materially adversely affect the interest of the Beneficial Owners of the Bonds.

Section 21. General Authorization and Ratification. The Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of each Series of the Bonds to the Purchaser thereof and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 22. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 23. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Buckley, Washington, at an open public meeting thereof, this 24<sup>th</sup> day of October, 2017.

---

Mayor

ATTEST:

---

City Clerk

APPROVED AS TO FORM:

---

Bond Counsel

**CERTIFICATION**

I, the undersigned, City Clerk of the City of Buckley, Washington (the “City”), hereby certify as follows:

1. The attached copy of Ordinance No. \_\_\_\_ (the “Ordinance”) is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on October 24, 2017, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City’s official newspaper, which publication date is \_\_\_\_\_, 2017.

3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: \_\_\_\_\_, 2017.

CITY OF BUCKLEY, WASHINGTON

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



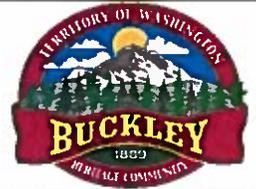
# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>		<b>Agenda Date: October 24, 2017 AB17-084</b>	
<b>Reduce setback requirements between marijuana facilities (retail, processing, and growing) and adult arcades, child care centers, libraries, recreation centers, public parks, and public transit centers from 1000 feet to 100 feet</b>	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Ellen Boyd		
	Planning Dept – Kathy Thompson	X	X
	Police Dept – Chief Arsanto		
Municipal Court – Jessica Cash			
	PW/Utilities – Chris Banks		
<b>Attachments:</b> Commission report to council with attachments, ordinance			
<p><b>SUMMARY STATEMENT:</b></p> <p>See attached report.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Planning Commission 10/16/17			
RECOMMENDED ACTION: <b>MOTION to Approve ORD No. __-17 Amending Marijuana Facilities Buffer Requirements.</b>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

# CITY OF BUCKLEY

P.O. Box 1960 • Buckley, WA 98321 • (360) 761-7801  
<http://www.cityofbuckley.com/>; <http://www.codepublishing.com/WA/Buckley/>



## DEVELOPMENT CODE AMENDMENT

### I. INTRODUCTION

**To.** Honorable Pat Johnson, Mayor  
City Council Members

**From.** Planning Commission Chair Mark McPhail   
City of Buckley Planning Commission Members

**Subject.** Commission Report: Findings, Conclusions, and Recommendation

**Hearing.** Monday, October 16, 2017, 7 p.m.  
City of Buckley Multi-Purpose Center  
811 Main Street  
Buckley, WA 98321

**Attendance:** Four citizens attended; of which four spoke.

### II. BASIC INFORMATION

#### A. Application Information

##### 1. Request and Source of Request.

At its April 25, 2017, meeting, the city council learned that an existing marijuana facility was in danger of losing its license because it was moving across the property to a new and larger building. The possibility of losing its license was because a use that must be 1,000 feet from a marijuana facility moved in about 150 feet from the facility. According to the state law, measurement must be taken from property line to property line, so even through the uses were more than 150 feet from one another, it was still 150 feet (see Attachment A). To protect an existing business, the council passed an interim ordinance reducing the setbacks to 100 feet for all uses for which the ability is provided.

##### 2. Staff Contact.

City Planner Kathy Thompson.

##### 3. Land Characteristics.

a. **Land Use.** Many uses are within the city limits from schools to light industrial activities.

b. **Terrain & Vegetation.** The city is atop the Osceola flow, which formed about 5,600 years ago during the Holocene period after an eruption of Mount Rainier. The mud is more like clay and is about 25 feet deep. It acts like a shield that prevents water infiltration into the sublayers under the hardened mud. The entire city is shown to be within priority habitat species designation.

c. **Zoning.** The city contains 11 zones ranging from light industrial to low density residential (one unit/20,000 square feet of land). Average densities within all the zones in which residential development is permitted is a little more than 11 units an acre. Marijuana facilities are permitted as follows:

i. Retail facilities: permitted in Light Industrial, General Commercial, Central Commercial, and Historic Commercial zones; conditional in the Neighborhood

- Mixed Use zone; prohibited in all other zones.
    - ii. Processing &/or producing facilities: permitted in LI and GC zones; conditional in R-20,000; prohibited in all other zones.
    - iii. Marijuana cooperatives are allowed in all residential zones; prohibited in all other zones.
  - d. **Comprehensive plan.** The city’s comprehensive plan contains four designations, two for commercial, and two for residential. Marijuana facilities are allowed in C&MU, I&GC, and ULD.
    - i. Industrial & General Commercial (I&GC).
    - ii. Commercial & Mixed Use (C&MU).
    - iii. Urban Lower Density (ULD).
    - iv. Urban Higher Density (UHD).
  - e. **Restricted uses.** State regulations are found in two chapters of the Revised Code of Washington (BMC) and one chapter of the Washington Administrative Code (BMC).
    - i. BMC 69.50, Uniform controlled substances act.
    - ii. BMC 69.51a, Medical cannabis.
    - iii. BMC 314-55, Marijuana licenses, application process, requirements, and reporting. It is in this chapter, Section 050, that nine specific uses are identified that require marijuana facilities to be set a specific distance from them. The initial distance was 1,000 feet; a revision to the state’s code allows a reduction to 100 feet. See Attachment A for the full text of the section.
    - iv. In any difference between the state code and the city codes, the state code prevails; however, the state allows jurisdictions to mold certain aspects about the law to the jurisdictions’ individual goals and policies. Setbacks to marijuana facilities is one.
- 4. **History.**
  - a. The council passed interim ordinance 11-17 on April 25, 2017, reducing the setbacks for six restricted uses from 1,000 feet to 100 feet to allow an existing marijuana retailer to continue operation even though he was moving his operation to another building on the same property; a move the city was informed would keep the retailer from obtaining his license because a licensed daycare was siting itself within 1,000 feet of the property line.
  - b. Planning received the interim ordinance and transmitted a worksheet to the planning commission for discussion at its following meetings. On July 24, 2017, the commission decided on draft language and discussed a hearing date with day cares having a 400-foot setback from marijuana facilities and public parks and recreation centers having a 1,000-foot setback.
  - c. Confusion continued about the state’s interpretation that preceded the city’s action. Clarification was received in August, 2017, in an email exchange (also see Attachment B):
    - i. On August 7, 2017, Mistie Jones from the Liquor & Cannabis Board (LCB) stated:
 

*“When a currently licensed business moves to another location we call that a change of location rather than a new license. We do review to see if there are any restricted areas near the new proposed location. The 1,000 buffer does include producers and processors as well as retailers.”*
    - ii. On August 17, 2017, in answer to a question regarding the second sentence, the LCB stated:
 

*“If a currently licensed business wanted to move to a new location that didn’t qualify we wouldn’t be able to process the application for a move unless they came up with another location that was compliant.”*

- d. At its August 7 and 21 meetings, after considering the responses above and the city’s history with a child care center locating 150 feet from the property line of an existing facility, it changed its initial response and moved the setback to 100 feet for all restricted uses.

**B. Ordinance Description.**

**1. The proposed ordinance will do the following:**

- a. The proposal will refine defined terms:
  - i. Day care. When regulating day cares, the city chose to have all day cares be compliant with city codes concerning day cares whether they were licensed or not; the state’s codes concerning marijuana facilities concerns only licensed day cares. For determining setbacks from marijuana facilities, the state law prevails; unlicensed day cares need to follow city rules concerning day cares, but do not need to be any particular distance from a marijuana facility.
  - ii. School. In BMC Table 19.28-1, the city uses the terms “elementary/middle/junior high school” and “senior high school.” The existing code only defines “school.” The proposal will add “elementary” and “senior” to the “school” definition.
- b. The proposal will define terms already used in the city’s codes, but are undefined. Also see Section III.A below.
  - i. Adult arcade. The term “arcade” is used in Line 30 of BMC 19.20.130.
  - ii. Library. The term is used in Line 34 of BMC 19.20.130 and in Line 32 of Table 19.28-1.
  - iii. Park. The term is used in Lines 29, 36, 168 of BMC 19.20.130.
  - iv. Playground. The undefined term is used in BMC 18.20.130, Public spaces, and BMC 19.22 as an exception for zoning setbacks. In BMC 58.17.110, Approval or disapproval of subdivision and dedication – Factors to be considered – Conditions for approval – Finding – Release from damages, playgrounds are listed as an item necessary for all subdivision approvals in the state of Washington. The city’s subdivision code is scheduled for repair in 2018 to include this as a requirement.
  - v. Public transit center. This is referenced in the comprehensive plan, but not the zoning code at this time. The commission is hopeful that at some point, transit access will return and it would like to plan ahead by including a definition to build around. Transit centers are discussed in the city’s comprehensive plan.
  - vi. Recreation facility. This is a heading in the parking table, Table 19.28-1, and a use listed in Line 168 of BMC 19.20.130.
- c. No proposal in the state can change setbacks from 1,000 feet to the following uses:
  - i. Elementary school 1,000 ft
  - ii. Secondary school 1,000 ft
  - iii. Public playground 1,000 ft
- d. The proposal will change the setbacks from 1,000 feet to the following:
  - i. Any game arcade admission to which is not restricted to persons aged twenty-one years or older: 100 ft
  - ii. Child care center: 100 ft
  - iii. Library: 100 ft
  - iv. Recreation center or facility: 100 ft
  - v. Public park: 100 ft
  - vi. Public transit center: 100 ft

**2. Ordinance Will Affect.**

The ordinance will affect uses identified by RCW 69.50 and 69.51a, and WAC 314-55 as needing to be set back 1,000 feet from marijuana facilities. WAC 314-55-050(11) allows jurisdictions to reduce the 1,000-foot setback from 1,000 feet to 100 feet for four of the nine listed uses.

**C. Noticing Information.**

Notices for legislative actions are mailed or emailed to a list of required recipients including citizens who request them, published in the city's legal newspaper, the Enumclaw Courier Herald, and posted on the City Bulletin Boards.

**1. SEPA Determination.**

A DNS was signed July 31, 2017, and published August 9, 2017.

**2. Notice to Department of Commerce.**

The required 60-day notice was received by the state Department of Commerce August 1, 2017, under material identification number (MID#) 23970.

**3. Public Hearing Notice.**

Public Hearing Notice and proposal description was published Wednesday, August 23, 2017.

**III. ORDINANCE INFORMATION**

**A. Chapter 19.12, Definitions.**

Also see Section II.B above.

**1. Amended definitions.**

Certain definitions are not sufficient for use with the marijuana code, so references are added to WAC 317-55-010:

**a. 19.12.151 Day care, child day care center.**

"Child day care center" means a child care provider that regularly provides early childhood education, and/or early learning services for a group of children for periods of less than 24 hours. To ascertain distances to day care centers from marijuana facilities, the definition in WAC 314-55-010(4) shall be used.

**b.** An alternative to including the states definitions for elementary and secondary school was accepted by the planning commission and combines the city's definition of "school" with the state's definitions for elementary and secondary schools:

**19.12.520 School.**

"School" means an institution of learning offering instruction in the several branches of learning and study required by the education code of the state to be taught in the public, private and parochial schools.

(1) "Elementary school" means a school for early education that provides the first four to eight years of basic education and recognized by the Washington state superintendent of public instruction.

(2) "Secondary school" or "senior high school" means school for students who have completed their primary education, usually attended by children in grades nine to twelve and recognized by the Washington state superintendent of public instruction.

2. New definitions.  
Certain definitions do not appear in our code. The terms are used in the city's zoning use table, but are not defined. Some of the new definitions refer back to WAC 314-55-010(4) for use with the marijuana regulations.
- a. **19.12.xxx Library.**  
"Library" means an organized collection of resources made accessible to the public for reference or borrowing supported with money derived from taxation.
- b. **19.12.xxx Playground.**  
"Playground" means an outdoor recreation area, usually equipped with swings, slides, and other playground equipment.  
(1) Public playgrounds are owned and/or managed by a city, county, state, or federal government.  
(2) Private playgrounds are owned by a private entity, such as a home-owner's association and are not to be used to set back from marijuana facilities.
- c. **19.12.xxx Park.**  
"Park" means an area of land for enjoyment, having facilities for rest and/or recreation, such as a baseball diamond, basketball court, or trail.  
(1) Public parks are owned and/or managed by a city, county, state, federal government, or metropolitan park district.  
(2) Private parks are owned or managed by a private entity sometimes for profit.  
(3) Trails and private parks are not to be used in determining distances from marijuana facilities.
- d. **19.12.xxx Public transit center.**  
"Public transit center" means a facility located outside of the public right of way that is owned and managed by a transit agency or city, county, state, or federal government for the express purpose of staging people and vehicles where several bus or other transit routes converge. They serve as efficient hubs to allow bus riders from various locations to assemble at a central point to take advantage of express trips or other route to route transfers.
- e. **19.12.xxx Recreation center or facility.**  
"Recreation center or facility" means a supervised center that provides a broad range of activities and events intended primarily for use by persons under twenty-one years of age, owned and/or managed by a charitable nonprofit organization, city, county, state, or federal government.

**B. Section 19.35.040, General Requirements, Subsection (2).**

**1. Existing Code.**

The existing section will remain as it is, except that a new subsection (2) will be added and the following numbers will change.

**2. Proposed Code.**

(2) All marijuana facilities shall not be located within one thousand feet of the perimeter of the grounds of any elementary or secondary school or public playground; and shall adhere to the following setbacks from the following uses:

<u>(a) Recreation center or facility:</u>	<u>100 ft</u>
<u>(b) Child care center:</u>	<u>100 ft</u>
<u>(c) Public park:</u>	<u>100 ft</u>
<u>(d) Public transit center:</u>	<u>100 ft</u>

- (e) Library: 100 ft
- (f) Any game arcade admission to which is not restricted to persons aged twenty-one years or older: 100 ft
- (g) Licensees who apply for a marijuana license at a location less than one thousand feet of a recreation center or facility, child care center, public park, public transit center, library, or game arcade, must provide the Washington State Liquor Control Board (WSLCB) with a copy of this ordinance pursuant to WAC 314-55-050(11).

**IV. ORDINANCE CRITERIA REVIEW**

All development ordinances must conform to the city’s comprehensive plan; development ordinances should be internally consistent with the rest of the city’s codes.

**A. Buckley Municipal Code**

**1.a Verbatim code**

**19.52.010 Determination – Final action.**

In determining what, if any, amendments to this title are to be adopted, the city council shall give due consideration to the proper relationship of such amendments to the comprehensive plan and to this entire title, it being the intent to retain the integrity and validity of the zoning districts herein described, and to avoid any isolated spot zoning changes in the zoning map. Any amendments adopted by the council may be modified from the form in which they were advertised within the limits necessary to relate properly such amendment or amendments to this title. Final action on such modifications shall be subject to review and report of the planning commission prior to final passage by the council. (Ord. 22-08 § 1 (Exh. A), 2008; Ord. 22-05 § 1, 2005; Ord. 652 Art. 9(12), 1961).

**1.b Finding.**

- i. The relationship of the proposal to the comprehensive plan is described in Section IV.B or this report.
- ii. The relationship to Title 19 is discussed in Section II.B of this report.
- iii. The integrity and validity of the zoning districts are enhanced by the amendment by disallowing “spite” uses to occur within our zones that would disable an existing business from growing.
- iv. Spot zoning is not an issue in this proposal.
- v. In its decision, the council may modify the proposal from the form in which it was advertised within the limits necessary to relate properly such amendment or amendments to Title 19. Final action on such modifications shall be subject to review and report of the planning commission prior to final passage by the council.

**B. Buckley Comprehensive Plan**

**1. Element 1, Land Use**

- a. **Goal 1.1** Buckley should provide a healthy and productive environment for its citizens and preserve its small town character. *The location of marijuana facilities will not be affected by this ordinance, it effect will be limiting conflict between two uses that are both permitted within the zone.*

**2. Element 2, Housing**

No goal or policy is applicable to this ordinance proposal.

**3. Element 3, Commercial**

- a. **Goal 3.1** Promote, develop, and enhance a strong and sustainable economic climate. *Preserving the ability of an existing business to grow and move to a large facility on site is one of the purposes of this ordinance.*
- b. **Policy 3.7.1** Recognize and consider the economic, social, and environmental impacts upon the community of proposed legislative actions prior to formal adoption. *The proposal will affect the location of new or relocated marijuana facilities and discourage “spite” locations of restricted uses.*

**4. Element 4, Urban design**

- a. **Policy 4.4.6** Work toward a future regional transit stop in Buckley's downtown core through establishing public parking areas, park-n-ride lots, and commercial areas around public parking lots. *The city currently has no definition for transit centers. While this policy is general, the goal is to possibly grow into having a transit center surrounded by shops and services that can coordinate with a commuting community.*

**5. Element 5, TRANSPORTATION (2005 comp plan)**

No goal or policy is applicable to this ordinance proposal.

**6. Element 6, Parks and Recreation (2015 Comprehensive Plan).**

No goal or policy is applicable to this ordinance proposal.

**7. Element 7, CAPITAL FACILITIES (2005 comp plan)**

No goal or policy is applicable to this ordinance proposal.

**8. Element 8, UTILITIES (2005 comp plan)**

No goal or policy is applicable to this ordinance proposal.

**V. COMMISSION RECOMMENDATION.**

Based on the foregoing, the commission recommends the council approve the proposed ordinance as hereby transmitted.

## Attachment A

### 314-55-050 Reasons the WSLCB may seek denial, suspension, or cancellation of a marijuana license application or license.

Following is a list of reasons the WSLCB may deny, suspend, or cancel a marijuana license application or license. Per RCW [69.50.331](#), the WSLCB has broad discretionary authority to approve or deny a marijuana license application for reasons including, but not limited to, the following:

- (1) Failure to meet qualifications or requirements for the specific marijuana producer, processor, or retail license, as outlined in this chapter and chapter [69.50](#) RCW.
- (2) Failure or refusal to submit information or documentation requested by the WSLCB during the evaluation process.
- (3) The applicant makes a misrepresentation of fact, or fails to disclose a material fact to the WSLCB during the application process or any subsequent investigation after a license has been issued.
- (4) Failure to meet the criminal history standards outlined in WAC [314-55-040](#).
- (5) Failure to meet the marijuana law or rule violation history standards outlined in WAC [314-55-045](#).
- (6) The source of funds identified by the applicant to be used for the acquisition, startup and operation of the business is questionable, unverifiable, or determined by the WSLCB to be gained in a manner which is in violation by law.
- (7) Denies the WSLCB or its authorized representative access to any place where a licensed activity takes place or fails to produce any book, record or document required by law or WSLCB rule.
- (8) Has been denied or had a marijuana license or medical marijuana license suspended or canceled in another state or local jurisdiction.
- (9) Where the city, county, tribal government, or port authority has submitted a substantiated objection per the requirements in RCW [69.50.331](#) (7) and (10).
- (10) The WSLCB shall not issue a new marijuana license if the proposed licensed business is within one thousand feet of the perimeter of the grounds of any of the following entities. The distance shall be measured as the shortest straight line distance from the property line of the proposed building/business location to the property line of the entities listed below:
  - (a) Elementary or secondary school;
  - (b) Playground;
  - (c) Recreation center or facility;
  - (d) Child care center;
  - (e) Public park;
  - (f) Public transit center;
  - (g) Library; or
  - (h) Any game arcade (where admission is not restricted to persons age twenty-one or older).
- (11) A city or county may by local ordinance permit the licensing of marijuana businesses within one thousand feet but not less than one hundred feet of the facilities listed in subsection (10) of this section except elementary and secondary schools, and playgrounds.

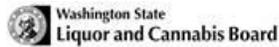
If a licensee applies for a marijuana license at a location less than one thousand feet of a recreation center or facility, child care center, public park, public transit center, library, or game arcade, the licensee must provide the WSLCB with a copy of the local ordinance that describes the distance required by the city or county the facility will be located.
- (12) Has failed to pay taxes or fees required under chapter [69.50](#) RCW or failed to provide production, processing, inventory, sales and transportation reports to documentation required under this chapter.
- (13) Failure to submit an attestation that they are current in any tax obligations to the Washington state department of revenue.
- (14) Has been denied a liquor license or had a liquor license suspended or revoked in this or any other state.
- (15) The operating plan does not demonstrate, to the satisfaction of the WSLCB, the applicant is qualified for a license.
- (16) Failure to operate in accordance with the WSLCB approved operating plan.
- (17) The WSLCB determines the issuance of the license will not be in the best interest of the welfare, health, or safety of the people of the state.

[Statutory Authority: RCW [69.50.342](#) and [69.50.345](#). WSR 16-11-110, § 314-55-050, filed 5/18/16, effective 6/18/16; WSR 14-06-108, § 314-55-050, filed 3/5/14, effective 4/5/14. Statutory Authority: RCW [69.50.325](#), [69.50.331](#), [69.50.342](#), [69.50.345](#). WSR 13-21-104, § 314-55-050, filed 10/21/13, effective 11/21/13.]

Attachment B.

**From:** Jones, Mistie R (LCB) [mailto:mistie.jones@lcb.wa.gov]  
**Sent:** Thursday, August 17, 2017 10:04 AM  
**To:** Buckley City Planner  
**Subject:** RE: [General Information and Inquiries] definition of "new license"

You understand it all correctly. If a currently licensed business wanted to move to a new location that didn't qualify we wouldn't be able to process the application for a move unless they came up with another location that was compliant.



Mistie Jones  
Licensing Specialist Supervisor  
Phone: 360-664-1750  
Lcb.wa.gov

**From:** Buckley City Planner [mailto:cityplanner@cityofbuckley.com]  
**Sent:** Thursday, August 17, 2017 9:19 AM  
**To:** Jones, Mistie R (LCB) <mistie.jones@lcb.wa.gov>  
**Subject:** RE: [General Information and Inquiries] definition of "new license"

Mistie,

Thank you for your prompt reply.

I took it to the commissioners that night and they had one further question.

We understand your first to mean that when a licensee moves to another location, it is not a new license. We understand your third sentence to mean all marijuana facilities are affected by the restricted use list.

Please let me know if we misunderstand.

Your second sentence states that when a licensee moves, you still review the area for restricted uses. If you find restricted uses in the area to which he is moving, what happens to the licensee?

*Kathy Thompson*  
*City Planner*  
*360.761.7812*

**From:** Jones, Mistie R (LCB) [mailto:mistie.jones@lcb.wa.gov]  
**Sent:** Monday, August 07, 2017 9:15 AM  
**To:** cityplanner@cityofbuckley.com  
**Subject:** FW: [General Information and Inquiries] definition of "new license"

**Kathy,**

**When a currently licensed business moves to another location we call that a change of location rather than a new license. We do review to see if there are any restricted areas near the new proposed**

location. The 1,000 buffer does include producers and processors as well as retailers. I hope that helps and let me know if you have any further questions. Thank you.



Mistie Jones  
Licensing Specialist Supervisor  
Phone: 360-664-1750  
Lcb.wa.gov

**From:** [cityplanner@cityofbuckley.com](mailto:cityplanner@cityofbuckley.com) [<mailto:cityplanner@cityofbuckley.com>]  
**Sent:** Wednesday, August 02, 2017 5:18 PM  
**To:** Customer Service Supervisors (LCB) <[customerservicesupervisors@lcb.wa.gov](mailto:customerservicesupervisors@lcb.wa.gov)>  
**Subject:** [General Information and Inquiries] definition of "new license"

kathy thompson ([cityplanner@cityofbuckley.com](mailto:cityplanner@cityofbuckley.com)) sent a message using the contact form at <http://lcb.wa.gov/contact>.

We are exploring reduced setbacks in accordance with wac 314-55-050(10). The commission and I are a bit confused. We have two retail shops and two or three producer/processors. We understand that one of our retailers risked losing his license because his business was doing well and he moved into a new building on the same parcel. During his move, a child care center was establishing itself about 200 feet away. Please let us know the following: (1) when is a "new" marijuana license new? in other words, if a business moves, could it lose its license if a restricted use moved in within the separation setback? and (2) Are setbacks to all marijuana licenses -- retail and producer/processor -- or just retail?

Thank you. Your answers will help us write a good ordinance.

kathy

# CITY OF BUCKLEY

P.O. Box 1960 ♦ Buckley, WA 98321 ♦ (360) 761-7801

<http://www.cityofbuckley.com/>; <http://www.codepublishing.com/WA/Buckley/>

## MEMO



To: Mayor Pat Johnson  
City Council Members  
From: City Planner Kathy Thompson  
Date: October 18, 2017  
Re: Proposed marijuana ordinance; “Parks” definition

---

After review by counsel and administration, it appears the proposed definition of “parks” will introduce a conflict in our code (BMC 10.84.020).

As an alternative to the proposal offered by the planning commission, the city administrator and city planner offer the following:

**19.12.xxx Park.**

*"Park" means all parks, squares, greenways, parkways, grounds or other areas devoted to purposes of play, recreation and pleasure.*

*(1) Public parks are for the general public and are maintained, owned, and/or managed by a city, county, state, federal government, or metropolitan park district.*

*(2) Private parks are for members only as determined by the owner and maintained, owned, or managed by a private entity, sometimes for profit.*

**19.12.xxx Trail.**

*"Trail" means any constructed pathway which has been designed for exclusive use of pedestrians, equestrians or bicyclists and specifically includes the Foothills Trail.*

**ORDINANCE NO. \_\_\_ -17**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON, AMENDING THE CITY'S GENERAL REQUIREMENTS FOR MARIJUANA FACILITIES TO ESTABLISH BUFFER REQUIREMENTS ALLOWED UNDER RCW 69.50.331; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

---

**WHEREAS**, the state legalized recreational and medical marijuana use in the State of Washington under Chapters 69.50 RCW and 69.51a RCW, and Chapter 314 WAC; and

**WHEREAS**, the City established companion regulations through adoption of Ordinance No. 22-15 (BMC 19.35) clarifying definitions and adding extra limitations concerning recreational and medical marijuana retail, production and processing; and

**WHEREAS**, WAC 314-55-050 originally stated that the Liquor Control Board could not issue a new marijuana license if the proposed licensed business is within 1,000 feet of the perimeter of the grounds of any elementary or secondary school; playground; recreation center or facility; child care center; public park; public transit center; library; or any game arcade (where admission is not restricted to persons age twenty-one or older); and

**WHEREAS**, BMC 19.35 was adopted referencing the requirements under State law, which included the 1,000-foot buffer requirement; and

**WHEREAS**, recent legislation under RCW 69.50.331 and WAC 314-55-050(11) allows local governments to pass an ordinance to allow for a reduction in the 1,000-foot buffer requirements to 100 feet around all entities except elementary and secondary schools and public playgrounds; and

**WHEREAS**, the City has two established marijuana retail businesses who have met all of the State and local licensing requirements and have been in operation for more than two years; and

**WHEREAS**, the city fails to define certain uses listed in the zoning use list that are affected by the state regulations; and

**WHEREAS**, a determination of non-significance was issued August 9, 2017, in accordance with the State Environmental Policy Act; and

**WHEREAS**, the request for expedited review was received August 1, 2017, by the Washington State Department of Commerce of the proposed change in development regulations under Material Identification Number (MID#) 23970; and

**WHEREAS**, the city was granted expedited review on August 16, 2017, from Washington State Department of Commerce of the proposed change in development regulations; and

**WHEREAS**, the planning commission conducted a public hearing on this proposal on October 16, 2017; and

**WHEREAS**, the planning commission considered documents and comments, and issues a recommendation to the city council to approve the proposed ordinance;

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

**Section 1.**      Ordinance No. 17-17 is hereby repealed.

**Section 2.**      BMC 19.12.151 is amended as follows:

**19.12.151 Day care, child day care center.**

“Child day care center” means a child care provider that regularly provides early childhood education, and/or early learning services for a group of children for periods of less than 24 hours. To ascertain distances to day care centers from marijuana facilities, the definition in WAC 314-55-010(4) shall be used.

**Section 3.**      The following definition is added to Chapter 19.12, Definitions:

**19.12.xxx Library.**

"Library" means an organized collection of resources made accessible to the public for reference or borrowing supported with money derived from taxation.

**Section 4.**      The following definition is added to Chapter 19.12, Definitions:

**19.12.xxx Playground.**

"Playground" means an outdoor recreation area, usually equipped with swings, slides, and other playground equipment.

(1) Public playgrounds are owned and/or managed by a city, county, state, or federal government.

(2) Private playgrounds are owned by a private entity, such as a home-owner's association and are not to be used to set back from marijuana facilities.

**Section 5.**      The following definition is added to Chapter 19.12, Definitions:

**19.12.xxx Park.**

*"Park" means an area of land for enjoyment, having facilities for rest and/or recreation, such as a baseball diamond, basketball court, or trail.*

*(1) Public parks are owned and/or managed by a city, county, state, federal government, or metropolitan park district.*

*(2) Private parks are owned or managed by a private entity sometimes for profit.*

*(3) Trails and private parks are not to be used in determining distances from marijuana facilities.*

**Section 6.** The following definition is added to Chapter 19.12, Definitions:

**19.12.xxx Public transit center.**

*"Public transit center" means a facility located outside of the public right of way that is owned and managed by a transit agency or city, county, state, or federal government for the express purpose of staging people and vehicles where several bus or other transit routes converge. They serve as efficient hubs to allow bus riders from various locations to assemble at a central point to take advantage of express trips or other route to route transfers.*

**Section 7.** The following definition is added to Chapter 19.12, Definitions:

**19.12.xxx Recreation center or facility.**

*"Recreation center or facility" means a supervised center that provides a broad range of activities and events intended primarily for use by persons under twenty-one years of age, owned and/or managed by a charitable nonprofit organization, city, county, state, or federal government.*

**Section 8.** BMC 19.12.520 is amended as follows:

**19.12.520 School.**

"School" means an institution of learning offering instruction in the several branches of learning and study required by the education code of the state to be taught in the public, private and parochial schools.

- 1. "Elementary school" means a school for early education that provides the first four to eight years of basic education and is recognized by the Washington state superintendent of public instruction.*
- 2. "Secondary school" or "senior high school" means school for students who have completed their primary education and is recognized by the Washington state superintendent of public instruction, and is usually attended by children in grades nine to twelve.*

**Section 9.** BMC 19.35.040, General requirements, is amended as follows:

(1) All marijuana facilities shall be licensed by the state and must continually satisfy all of the requirements under regulations and rules promulgated by the State Liquor Control Board. The state license shall be provided to the city prior to opening and placed in the appropriate address file.

(2) All marijuana facilities shall not be located within one thousand feet of the perimeter of the grounds of any elementary or secondary school or public playground; and shall adhere to the following setbacks from the following uses:

(a) Recreation center or facility: 100 ft

(b) Child care center: 100 ft

(c) Public park: 100 ft

(d) Public transit center: 100 ft

(e) Library: 100 ft

(f) Any game arcade admission to which is not restricted to persons aged twenty-one years or older: 100 ft

(g) Licensees who apply for a marijuana license at a location less than one thousand feet of a recreation center or facility, child care center, public park, public transit center, library, or game arcade, must provide the Washington State Liquor Control Board (WSLCB) with a copy of this ordinance pursuant to WAC 314-55-050(11).

(3) Security shall be as specified in the state code.

(4) Fees shall be charged for each action or permit in accordance with city resolution.

(5) Hazardous materials that may be produced on site shall not enter the city's ecosystem, drainage system, or utility. All hazardous materials shall be disposed of in accordance with state regulations.

(6) Parking areas shall be supplied as required in Chapter 19.28 BMC and the uses' classification shall be as follows:

(a) Retail sales shall be considered "retail stores in general."

(b) Processing and producing shall provide one parking stall plus one parking stall for each 1,000 square feet of processing and/or production area.

(7) Landscaping shall be as required in Chapter 19.29 BMC.

(8) Signs shall be in accordance with Chapter 19.30 BMC and presented to the city for sign approval and may include design review.

(9) Marijuana producers, processors and retail sales shall incorporate odor control technology and provisions to ensure that emissions do not exceed regulations.

(10) All fertilizers, chemicals, gases and hazardous materials shall be handled in compliance with all applicable local, state and federal regulations. No fertilizers, chemicals, gases or hazardous materials shall be allowed to enter a sanitary sewer or stormwater sewer system or be released into the atmosphere outside of the structure where the operation is located.

(11) Odor control equipment shall be as approved by the Puget Sound Clean Air Agency.

**Section 10.** That this ordinance shall be transmitted to the Washington State Department of Commerce, pursuant to RCW 36.70A.106.

**Section 11.** If any provision of this ordinance is held invalid, such invalidity shall not affect any other provision, or the applications thereof, which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are to be declared severable.

APPROVED by the Buckley City Council this 24<sup>th</sup> day of October, 2017.

\_\_\_\_\_  
Mayor Pat Johnson

Attest:

\_\_\_\_\_  
Joanne Starr, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Phil Olbrechts, City Attorney

PUBLISHED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>RES No. 17-___: Adopting a City Cost Allocation Plan</b>	<b>Agenda Date: October 24, 2017</b>		<b>AB17-085</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		X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Ellen Boyd		
	Planning Dept – Kathy Thompson		
Cost Impact: N/A	Police Dept – Chief Arsanto		
Fund Source: N/A	Municipal Court – Jessica Cash		
Timeline: N/A	PW/Utilities – Chris Banks		X
<b>Attachments:</b> Resolution w/Exhibits			
<p><b>SUMMARY STATEMENT:</b> Per recommendation by the State Auditor the Resolution and Cost Allocation Plan are being presented for consideration. The purpose of the Plan is primarily to comply with all laws and recommendations in calculating and receiving full cost recovery for services rendered to other funds.</p> <p>Cost allocation is a method to identify and distribute indirect costs. The Washington State Auditor’s Office prescribes the accounting and reporting of local governments in the State of Washington under the Revised Code of Washington (RCW) 43.09.200. Washington State law RCW 43.09.210 states in part:</p> <p><i>Separate accounts shall be kept for each department, public improvement, undertaking, institution, and public service industry under the jurisdiction of every taxing body. All service rendered by, or property transferred from, one department, public improvement, undertaking, institution, or public service industry receiving the same, and no department, public improvement, undertaking institution, or public service industry shall benefit in any financial manner whatever by an appropriation of fund made for the support of another.</i></p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> A/F/PS 10/10/17			
<b>RECOMMENDED ACTION: Motion to Approve Resolution No. 17-__ Adopting a City Cost Allocation Plan.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

**RESOLUTION NO. 17-\_\_\_\_\_**

**CITY OF BUCKLEY, WASHINGTON**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON ADOPTING A FINANCIAL COST ALLOCATION FOR INTERFUND FEES.

**WHEREAS**, the State Auditor’s Office conducted an accountability audit of the City of Buckley for the period of January 1, 2014 through December 31, 2015; and

**WHEREAS**, the areas examined during the audit were those representing the highest risk of fraud, loss, abuse, or noncompliance including safeguarding of assets (cash receipting and utility billing), small and attractive assets, investigative (drug buy) fund and cost allocation; and

**WHEREAS**, as a result of the accountability audit, the State Auditor recommended that the City adopt a formal Cost Allocation Policy for Interfund Fees; and

**WHEREAS**, the City of Buckley desires to comply with all laws and recommendations in calculating and receiving full cost recovery for services rendered to other funds; and

**WHEREAS**, as a result, the Cost Allocation Policy was developed identifying the variety of ways utilized to identify and determine an appropriate percentage of costs for allocation to the using street operations and proprietary funds; and

**WHEREAS**, the City Council desires to adopt the policies set forth as guidelines for calculating and receiving full cost recovery for services rendered to other funds;

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Buckley hereby adopts the Cost Allocation Policy in its entirety as contained in Exhibit A, attached hereto and incorporated herein by the reference as if set forth in full.

Introduced, passed and approved this 24<sup>th</sup> day of October, 2017.

---

Pat Johnson, Mayor

ATTEST:

---

Joanne Starr, City Clerk

APPROVED AS TO FORM:

---

Phil Olbrechts, City Attorney

POSTED:

**EXHIBIT A**

***City Services Cost Allocation Plan***

**Cost Allocation**

The City of Buckley desires to comply with all laws and recommendations in calculating and receiving full cost recovery for services rendered to other funds.

Cost allocation is a method to identify and distribute indirect costs. Direct costs are costs assignable to a specific objective, whereas indirect costs are costs incurred for multiple cost objectives or not assignable to a specific cost objective without effort disproportionate to the benefit received.

The Washington State Auditor's Office prescribes the accounting and reporting of local governments in the State of Washington under the Revised Code of Washington (RCW) 43.09.200. Washington State law RCW 43.09.210 states in part:

*Separate accounts shall be kept for each department, public improvement, undertaking, institution, and public service industry under the jurisdiction of every taxing body. All service rendered by, or property transferred from, one department, public improvement, undertaking, institution, or public service industry receiving the same, and no department, public improvement, undertaking institution, or public service industry shall benefit in any financial manner whatever by an appropriation of fund made for the support of another.*

The RCW does not specifically address how "full value" for cost recovery is to be determined.

RCWs 35A.33.122/35A.34.205/35.33.123 states:

*Administration, oversight, or supervision of utility – Reimbursement from utility budget authorized. Whenever any code city apportions a percentage of the city manager's, administrator's, or supervisor's time, or the time of other management or general government staff, for administration, oversight, or supervision of a utility operated by the city, or to provide services to the utility, the utility budget may identify such services and budget for reimbursement of the city's current expense fund for the value of such services.*

**The Federal Office of Management and Budget (OMB) Circular A-87**

OMB Circular A-87 establishes cost principals for State, local, and Indian Tribal Governments for determining costs for Federal Awards. Item 5 of the Circular states that, "The principals are for determining allowable costs only." In defining allowable costs, the Circular provides a definition of allocable costs at Attachment A, paragraph C.3.a, "A cost is allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received." The Circular further outlines costs that are allowable for charging the Federal government and distinguishes those that are specifically excluded from recovery.

**Governmental Accounting Standards Board (GASB)**

GASB is the independent organization that establishes and improves standards of accounting and financial reporting for U.S. state and local governments. While GASB is not a governmental agency and does not have enforcement authority, compliance with GASB is tested by the Washington State Auditor's reoccurring audits of the City.

### **Allocated Costs**

The City has identified a variety of ways to identify and determine an appropriate percentage of costs for allocation to using street operations and proprietary funds. These ways include:

- Number of employees (FTEs) in each fund as illustrated in Appendix A – Table 1.
- Total operating expenses (dollar amounts) in each fund (not including debt service and capital improvements) in Appendix A – Table 2.
- Total operating revenues (dollar amounts) in each fund (not including beginning fund balances, grant receipts or interfund transfers).
- Number of expenditure line items used in each fund (or transactions, if available).
- Calculation of what percentage of the Admin/Finance position classification's time is directly attributable to a service function (i.e. utility billing, PW project management, etc.). Illustration of actual support functions is listed in Appendix B.
- Count and tracking of regular City Council business agenda items. The percentage attributed to street operations and proprietary funds will be used as a cost factor in Appendix A – Table 3.
- Calculation of what percentage of travel, training, etc. of Mayor, City Council or Admin/Finance is directly attributable to a service function.
- Information Technology costs allocated based on number and location of computers supported in Appendix A – Table 4.
- Information Technology costs allocated based on percentage of total content and webpages for public information on the City's website and Facebook site in Appendix A – Table 2.
- Human Resource/Personnel costs allocated based on number and location of employees in Appendix A – Table 1.
- Insurance costs allocated on annual CIAW schedule of values using facility/building valuations and vehicle and equipment schedules as illustrated in Appendix E.
- Calculation of what percentage of costs are related to supporting City Hall and Multi-Purpose Center for custodial including salaries, benefits and other related costs necessary to maintain the City facilities. Also included are related utility expenses, communications and miscellaneous items for central administration (i.e. bank charges, courier charges, shredding) and other expenditures central in nature serving the City administration as illustrated in Appendix F.
- Square footage in City Hall and the Multi-Purpose Center used by PW Administration is tracked as a factor in calculating support costs. The percentage of square feet both directly and indirectly supporting PW functions.
- Finance tracks actual services provided to functions as allocated on the legal bills supplied by the contracted City Attorney.
- A combination of multiple cost drivers above may be used in allocating costs.

Following is the plan to allocate General Fund Service costs – Administrative (service functions, legislative, etc.), Financial (including payroll, utility billing, collections, etc.), PW Project reporting and management, Information Services (computer, website, Facebook and communications), Utilities/Custodial, Risk Insurance, Human Resources and Planning/Building to the various funds that

utilize those services. One of the tasks of the Finance Department is to manage the Utility Billing function for the Water/Sewer, Stormwater and Solid Waste Funds. A more detailed description of the cost allocation methodologies to be used is identified in Appendix C.

A large percentage of all Admin/Finance costs are considered to be directly related to the utility funds. The percentages stay relatively constant but may vary each year. A time survey will be performed each year to determine the proper allocation to the utilities. The time survey will compile, at a minimum, quarterly data, as illustrated in Appendix D, which the Admin/Finance Department shall use to track and verify the General Fund costs to be allocated.

- 1) On an annual basis, the City Administrator and Finance Department will compile the numbers from the above mentioned ways to determine the appropriate percentages to use in allocating General Fund accounting and administrative costs to various funds. An average percentage rate will then be determined.
- 2) Allocate the General Fund Accounting and Utility Billing, PW Administrative, Information Technology, Human Resources, Planning/Building, Utilities/Custodial, Risk Insurance and Payroll costs.
- 3) Review General Fund Legal fees to determine appropriate allocation (if needed) based on number of employees and or billing description.
- 4) In January of each year the City Administrator and Finance Department will calculate the actual amounts of the previous year's cost allocations and if the actual dollars expended at year end exceed a 15% variance, an adjustment will be made to reflect the increase or decrease.
- 5) Maintain thorough, consistent and clear documentation.

It is important to maintain back-up documentation that indicates how each cost allocation is determined and calculated.

The Cost Allocation Plan for the coming year shall be prepared by the City Administrator and Finance Department during the annual budget process and shall be included and approved by the City Council as part of the overall budget package.

## APPENDIX A (Examples)

Table 1 – Citywide FTEs

FTE Function	FTEs	PT - FTE Equivalence	Total/Section	% FTE
Finance & Admin	6.0	0.4	6.4	14.3%
Judicial and Legal	1.0	1.1	2.1	4.7%
Police	12.0	0.0	12.0	26.8%
Fire & EMS	2.8	0.4	3.2	7.0%
Building/Planning	2.0	0.7	2.7	6.1%
Community SVCS	3.0	3.0	6.0	13.4%
Cemetery	0.0	0.0	0.0	0.0%
Streets	0.6	0.1	0.7	1.6%
Water	3.2	0.7	3.9	8.7%
Sewer Collection/Treatment	5.6	0.2	5.8	13.0%
Solid Waste	0	0.0	0.0	0.0%
Stormwater	1.8	0.2	2.0	4.4%
Subtotals	37.8	7.0		
Totals for Government		44.8		

### FTE Utility Allocation – Payroll & HR Conversion

Utility Allocation - Payroll & HR Conversion	Finance Dir (6%)	Deputy Clerk (18%)	City Clerk (10%)	City Administrator (10%)
Finance & Admin	0.9%	2.6%	1.4%	1.4%
Judicial and Legal	0.3%	0.9%	0.5%	0.5%
Police	1.6%	4.8%	2.7%	2.7%
Fire & EMS	0.4%	1.3%	0.7%	0.7%
Building/Planning	0.4%	1.1%	0.6%	0.6%
Community SVCS	0.8%	2.4%	1.3%	1.3%
Cemetery	0.0%	0.0%	0.0%	0.0%
Streets	0.1%	0.3%	0.2%	0.2%
Water	0.5%	1.6%	0.9%	0.9%
Sewer Collection/Treatment	0.8%	2.3%	1.3%	1.3%
Solid Waste	0.0%	0.0%	0.0%	0.0%
Stormwater	0.3%	0.8%	0.4%	0.4%

Table 2 – Operating Expenditures and Percentage Conversion

2018 Operational Budgets for Web & Finance		
	Full Year Budget	%
Legislative	\$31,270	0.4%
Judicial	\$220,110	2.6%
Executive	\$107,375	1.3%
Finance & Admin	\$773,730	9.2%
I.T.	\$119,547	1.4%
Police	\$1,823,600	21.7%
Fire	\$455,675	5.4%
Building	\$124,976	1.5%
Planning	\$133,252	1.6%
Parks	\$194,935	2.3%

MPC & Senior	\$109,548	1.3%
Community Center	\$24,350	0.3%
Youth Center	\$96,801	1.2%
Cemetery	\$8,520	0.1%
RR ROW	\$21,057	0.3%
Street	\$145,940	1.7%
TBD	\$132,945	1.6%
EMS	\$299,300	3.6%
Visitor Prom	\$22,450	0.3%
Comp Plan	\$84,779	1.0%
NG Oper	\$225	0.0%
Water	\$724,998	8.6%
Sewer	\$1,185,416	14.1%
Solid Waste	\$899,716	10.7%
Stormwater	\$651,000	7.8%
<b>Total</b>	<b>\$8,391,517</b>	<b>100.0%</b>

Table 3 – Agenda Bill Tracking

Agenda Bill Tracking	# Items (full)	To Date 9/27/17 - 76 items			City Clerk (20%)	Deputy Clerk (6%)	City Administrator (17%)
		* # partial	Total	%			
Street	3.0	2.15	5.15	6.8%	1.4%	0.4%	1.2%
Street Cap	9.0		9	11.8%	2.4%	0.7%	2.0%
Water	1.0	2.15	3.15	4.1%	0.8%	0.2%	0.7%
Water Cap	3.0		3	3.9%	0.8%	0.2%	0.7%
Sewer	6.0	2.15	8.15	10.7%	2.1%	0.6%	1.8%
Sewer Cap	2.0		2	2.6%	0.5%	0.2%	0.4%
Storm	4.0	1.65	5.65	7.4%	1.5%	0.4%	1.3%
Storm Cap	0.0		0	0.0%	0.0%	0.0%	0.0%
Solid Waste	1.0	0.4	1.4	1.8%	0.4%	0.1%	0.3%
<b>Total Agenda Percentage</b>				<b>49.3%</b>			
*Note: Partial are those where 2 or more categories were subject to or beneficiaries of the agenda item							

Table 4 – Utility Allocation for IT

Utility Allocation for IT - 2018		%	Converted	\$119,547	Total all Areas
City Hall		11.8%			
- Streets	3.3%		0.4%	\$469	<b>\$732</b>
- Water	8.6%		1.0%	\$1,219	<b>\$1,904</b>
- Sewer Collection/Treatment	14.1%		1.7%	\$1,993	<b>\$9,568</b>
- Solid Waste	10.7%		1.3%	\$1,512	<b>\$1,670</b>
- Stormwater	7.8%		0.9%	\$1,094	<b>\$1,709</b>
PW Shop		5.4%			
- Streets	3.3%		0.2%	\$215	
- Water	8.6%		0.5%	\$558	
- Sewer Collection/Treatment	14.1%		0.8%	\$912	
- Stormwater	7.8%		0.4%	\$501	
WWTP		5.4%	5.4%	\$6,456	

Building/Utility Billing		1.2%			
- Streets	3.3%		0.0%	\$49	
- Water	8.6%		0.1%	\$127	
- Sewer Collection/Treatment	14.1%		0.2%	\$208	
- Solid Waste	10.7%		0.1%	\$158	
- Stormwater	7.8%		0.1%	\$114	

Table 5(a) – Custodial Allocation

Custodial Allocation Based on Operating Expense		<b>\$5,140</b>
Street	3.3%	\$170.84
Water	8.6%	\$444.11
Sewer	14.1%	\$726.14
Solid Waste	10.7%	\$551.13
Stormwater	7.8%	\$398.78

Table 5(b) - Audit Cost Allocation

<b>Audit Costs - 2017</b>	<b>Operating Cost %</b>	<b>\$14,416</b>
Street/TBD	3.3%	\$251
Water	8.6%	\$1,245
Sewer	14.1%	\$2,036
Solid Waste	10.7%	\$1,546
Stormwater	7.8%	\$1,118

Table 5(c) - I.T. Inventory for Calculation

Dept.	Desktop Units	Laptop/Tablet	Servers	Totals	Percentage	Convert	Email	Percentage
Police	12	9	5	26	28.0%	0.28	16	19.75%
Fire	10	4	4	18	19.35%	0.19	4	4.94%
City Hall	6	4	1	11	11.8%	0.12	7	8.64%
Court	3	1	0	4	4.3%	0.04	4	4.94%
Building	2	1	0	3	3.2%	0.03	1	1.23%
Building/Utility Billing	1	0	0	1	1.1%	0.01	1	1.23%
Planning	2	1	0	3	3.2%	0.04	2	2.47%
Public Works	4	1	0	5	5.4%	0.05	12	14.81%
IT	1	1	0	2	2.2%	0.02	14	17.28%
Waste Water	4	1	0	5	5.4%	0.05	4	4.94%
Youth Center	3	0	0	3	3.2%	0.03	4	4.94%
Senior Center	2	2	0	4	4.3%	0.04	5	6.17%
City Council	1	7	0	8	8.6%	0.09	7	8.64%
<b>Total</b>	51	32	10	<b>93</b>	100.0%		81	100.00%

## Appendix B

### Example Position Duties - Cost Allocation Administrative Utility Support

Tasks related to utilities work performed by the City Clerk include the following:

- Manage City contract files & index
- Manage City's administrative files
- Project/Grant progress reports & payment requests
- Project deliverables & closeouts
- Receive & receipt utility payments
- Receive & receipt miscellaneous payments
- Enter utility payments into Utility System
- Take utility payments over the phone
- Answer citizen utility questions; look up utility balances, etc.
- Sell garbage tags
- Prepare & produce the City's Annual "Water" Consumer Confidence Report
- Post & publish press releases, public hearing notices, ordinance summaries, etc.
- Manage Ordinances – proof, obtain signatures, publish, distribute, and process for codification
- Manage Resolutions – proof, obtain signatures, distribute & file
- Coordinate with City attorney on legal issues regarding ordinances and resolutions
- Scan all permanent and essential documents for preservation
- Manage City records
- Maintain record management files
- Coordinate & schedule document destruction
- Manage Council minutes
- Assist in preparation of Council agenda packets
- Update, distribute & manage City meeting list
- Assist citizens with problems & report to Public Works
- Update Buckley Municipal Code books
- Index all agenda bills
- Liaison with City web master
- Track & schedule CPR certification training
- Track & schedule open government training
- Liaison with City Council members
- Support development of City Council agendas
- Manage City event applications & coordinate necessary City services/resources
- Administer TBD program
- Process & record City easements, deeds, agreements, etc.
- Prepare & submit Levy Certifications to the County

- Manage & respond to Public Records Requests
- Administer, file & track Tort Claims
- Attend Council, Staff and Committee meetings

**Tasks related to utilities work performed by the City Finance Director include the following:**

- Processes invoices and makes payment for all bills for the utilities
- Processes payment and closeout for City grants & projects
- Completes monthly financial reports (entering revenues, transfers, and investments)
- Completes monthly and quarterly reports, plus the year end W-2s for payroll
- Oversees monthly payroll and quarterly reports for employees accrued time-off
- Prepares and submits the City's annual financial report
- Primary point of contact and liaison with biannual City performance/financial audit
- Process, routes and completion of the City's annual insurance schedule
- Maintains the City's personnel files
- Receive & receipt utility payments
- Enter utility payments into Utility System
- Take utility payments over the phone
- Answer citizen utility questions; look up utility balances, etc.
- Sell garbage tags
- Close out the daily utility payments and do the daily reconciliation for the bank deposit
- Makes daily deposit to the bank
- Assist citizens with problems & report to Public Works
- Liaison with City Council Members
- Attend Council, Staff and Committee meetings

**Tasks related to utilities work performed by the Deputy City Clerk include the following:**

- Processes invoices and makes payment for all bills for the utilities
- Completes monthly financial reports (entering revenues, transfers, and investments)
- Process monthly payroll and quarterly reports for employee's accrued time-off
- Maintains the City's personnel files
- Receive & receipt utility payments
- Enter utility payments into Utility System
- Take utility payments over the phone
- Answer citizen utility questions; look up utility balances, etc.
- Sell garbage tags
- Close out the daily utility payments and do the daily reconciliation for the bank deposit
- Makes daily deposit to the bank
- Assist citizens with problems & report to Public Works
- Liaison with City Council Members

- Attend Council, Staff and Committee meetings
- Process City Payroll & accruals
- Produce Council minutes
- Assist in preparation of Council agenda packets when needed
- Update City Code books
- Receipting of permits monies
- Manage Business licenses/routing for approval from each department
- Assist with City Wellness program for Utility Department
- Post & publish press releases, public hearing notices, ordinance summaries, etc.
- Manage City records
- Liaison with City web master
- Training of the part time Admin Assistant with receipting utility payments
- Reporting waste complaints to Waste Management
- City Council recorder/Parliamentarian
- Civil Service Secretary
- Filing of utility, permit, etc. payments
- Manage Buckley Hall event cleaning
- Prepare schedule for Buckley Hall cleaning
- Liaison of the Buckley Hall Board
- Manage and oversee employee timesheets
- Order City business cards
- Manage City credit cards – Check in/out for utility department
- Order City office supplies
- Manage special event applications
- Mail distribution to all departments
- Manage City employee certifications
- Bimonthly water reports for Utility Departments & Distribution

**Tasks related to utilities work performed by the P/T Admin Asst include the following:**

- Answers phones at City Hall
- Receives & receipts utility payments
- Enters utility payments into utility system
- Works front counter at City Hall helping citizens with all issues
- Receives & receipts miscellaneous payments
- Manages records/documents in storage garage
- Prepares & indexes records/documents for destruction
- Prepares, indexes and boxes records/documents for transmittal to State Archives
- Answers citizen questions and assists or refers to Public Works or other staff
- Sells garbage tags
- Updates administrative files
- Boxes past year's administrative files and prepares them for storage

- Supports City Hall staff with general administrative/secretarial support
- Coordinates documents/records from other departments for storage, archives and destruction
- Organizes & indexes City maps and drawings in storage garage
- Organizes records in record garage
- Developing a system for receiving, transmitting and/or destroying records/documents
- Handles Anniversary Recognition Program
- Miscellaneous filing & organizing for City Hall staff
- Training to Assist Deputy Clerk with daily closeout when needed

**Tasks related to utilities work performed by the City Administrator/PW Director include the following:**

- Supervises, administers and coordinates the activities and functions of the various utility sections.
- Regularly reports to the mayor and the City Council concerning the status of all assignments, duties, projects and functions of the various offices, departments, commissions and boards.
- Prepares the annual budget and submits to the Council for adoption.
- Monitors ongoing financial condition of each department/section, and reports to Mayor and Council.
- Prepares quarterly financial reports.
- Supervises purchasing by various City officials, departments, commissions and boards.
- Supervises expenditures by the various City offices, departments, commissions and boards, for the purpose of keeping the same within the limitations of the annual budget for the City.
- Serves as personnel and human resources officer for the City.
- Prepares, oversees and manages State and Federal grants/loans.
- Compiles and submits annual reports to the State for water, sewer and stormwater.
- Compiles and maintains operating data on each utility.
- Attends all meetings of the City Council and subcommittee's such other meetings as may be requested by the mayor and members of the City Council.
- Recommends and drafts for adoption such measures as is necessary or expedient in the running of the business of the City.
- Field and investigate all complaints in relation to matters concerning the administration of the government of the City, and to see that all franchises and permits granted by the City are faithfully observed.
- Develops and maintains a current capital improvements program based on long-range plans and policies developed by the City.
- Analyze all facets of proposed capital expenditures in order to facilitate the decisions of the mayor and the city council.
- Assist each department in ascertaining whether or not departments are adequately and properly manned and organized in order to carry out their functions.

- Reviews and provides comments for land use applications and capital projects to ensure that improvements are per adopted City code.
- Negotiates and monitors bargaining unit agreements with covered employees.
- Assists with emergency preparedness and mitigation planning for utilities.
- Acts as property manager of the City for all utility owned properties.
- Negotiates, writes and monitors contracts, leases and use agreements.
- Responds to citizen complaints about utility issues.
- Assists with preparation and submission of the City's annual financial report
- Point of contact and liaison with State Auditor for City performance/financial audit of utilities.
- Assists with processing and completion of the City's annual insurance schedule.
- Meets with various State and Federal agencies concerning utility operations.

**Tasks related to utilities work performed by the City Permit Tech/PW Clerk include the following:**

- Reviews applications and construction plans for completeness; assists with the issuance of permits for street, right-of-way, utilities and related work; calculate and collect fees.
- Confer with and advise members of the general public, property owners, architects, engineers, developers, and others regarding Public Works, development policies, procedures and standards; provide and explain requirements of construction, building, mechanical, plumbing, zoning and related codes and ordinances.
- Receive and respond to complaints and inquiries on property conditions; forward complaints to the appropriate official.
- Accept plan check applications; calculate and collect fees; assign permit numbers; forward for plan review.
- Assist in preparing information and reports for various projects, committees and advisory boards as directed; research information and prepare materials for presentation to the public.
- Responds to requests for information, provides staff support, and administers the records management program for the PW Departments.
- Preparation of confidential correspondence, memorandums and project related documents.
- Assist the public with questions and requests regarding the City of Buckley Municipal Code, permitting, as well as general information. Routes information/referrals to the City's Public Works Director.
- Prepare, maintain, and update Public Works and related files and records; maintain and update paper as well as computer files.
- Assists with maintaining and updating the Public Works web pages under the City's website.
- Responsible to assure effective and efficient utility billing and collection operations, productivity and system accuracy.
- Conducts and monitors data transfer between the computer and the ASP Juniper handheld computer meter reading system.

- Maintains meter route status in the ASP Juniper and makes changes as necessary on meter routes, generates monthly meter reading reports for service activity. Coordinates monthly with the meter reader on changes in routes and service problems.
- Prepare and process monthly customer billing runs, edits, corrects and approves meter reading route changes in the computer system. Audits all utility billing information, reports, computer runs for accuracy and makes necessary adjustments or corrections.
- Maintains procedures for utility bills, delinquent billing reminders and service disconnects.
- Maintains annual and monthly activity reports of bills, reminder notices, turn-on and turn-off for service and other utility billing activity.
- Maintains and updates master and control files for the utility billing computer module.
- Works as a direct liaison with DM Disposal Company providing new customer information as well as any changes for existing customers and coordinating for missed garbage/recycling pick-ups.
- Works with customers and staff to resolve any billing errors and problems; works with Vision Municipal Solutions on computer software installation, testing and upgrades; works with the utility crew to handle service requests.

**Tasks related to utilities work performed by the City I.T. Systems Support Specialist include the following:**

- Manage the City's computer network servers, workstations, and portable devices including software/hardware installations, maintenance, upgrades, evaluations and recommend ways to improve and streamline technology operations.
- Safeguard the City's network against destructive intrusive agents such as virus attacks and hackers.
- Perform technical troubleshooting to resolve computer, phone equipment and software problems.
- Perform the maintenance and upkeep of City phone, voicemail system and security systems.
- Assist with research and recommendations on the City's communication system and related equipment.
- Oversee and manage administration of the Exchange Server email system. Monitor email traffic to ensure that only City provided email systems are used on City computers.
- Plan and implement complex and routine short and long range projects related to local and wide area networks, wireless systems and telephony systems.
- Manage and administer backup system for phone system and network servers.
- Restore files and databases as required.
- Coordinate phone system repairs with hardware and software technicians. Administers and programs minor phone system.
- Prepare and implement an Information System (IS) disaster recovery plan and write appropriate documentation.
- Identify and develop an IT work plan based on short and long term needs.
- Prepare information technology budget.

- Maintain records on computer network service and communication systems, City-wide inventories, purchases, and repairs.
- Remain current concerning trends and developments in computer hardware and software; perform research and provide information and assistance as assigned; assist in system planning.
- Train and provide technical assistance and support to users regarding features, capabilities and policies regarding internet/email, computer and software use.
- Assist in computerized system development of the Records Management System.
- Assist with the development and updating of the City's computer and software usage, communication policy and web standards.
- Consult with Department Directors concerning future technology implementations and projects and for specific departmental technology needs.
- Consult with Department Directors to coordinate system activities and to identify needs; manage major projects including software and hardware improvements, development of complex systems, and replacement of existing systems relating to voice, video and data.
- Verify and reconcile payments for computer and telephone (or technical) vendor services.

**Tasks related to utilities work performed by the Consultant WebMaster include the following:**

Phase I - Initial Website Review/Refresh of Current Website Design, Architecture, Content Transfer &

Writing of New Content:

- Review current City Website and make recommendations to update homepage & overall navigation structure using best practices for professional & user friendly website.
- Work with GovOffice and City staff to design and create new homepage design theme and new internal page/banner designs.
- Creation of new website navigation architecture.
- Transfer of current content to new pages.
- Writing and new content creation.
- Gather photos to be incorporated into new homepage design and interior page designs (create & send out press release approved by City staff seeking Buckley photos from citizens/professional photographers to be used in new website).
- Meet up to 2 times with individual Department Directors/Managers to determine new pages/content desired, review of newly drafted pages.
- Proof and edit of new content/documents submitted by staff.
- Create City Facebook account and link to City Website.
- Create Community and Business links, i.e. Pierce County Emergency Management, Chamber of Commerce, Library, School District, Rainier School, Community Support Groups, Kiwanis, Eagles, etc.
- Review newly designed site with Mayor/key staff prior to going live.

Phase II – Webmaster Services, ongoing website content management:

- Manage website content, providing any or all site updates on a weekly or monthly basis as directed by staff.
- Provide monthly review of web pages to keep content fresh & relevant.
- In the event of a City/community emergency, provide emergency updates as directed by staff.
- Work with staff, creating ongoing updates to government content and promotion of City programs.
- Creation of new pages as requested by staff.
- Upload of new documents to document center and individual pages as directed by staff (meet with Mayor and City Clerk to determine what new documents could be added to benefit citizen access).
- Seasonal photo updates on homepage & throughout site.

Facebook Account:

- Weekly review, updates, photos – keep fresh & relevant.
- Monitor any public comments; refer to City staff as needed for review/action.
- External posts will not be allowed, citizens will only be able to “comment on” or “like” City posts.

Press Releases:

- Coordinate with City staff on drafting/editing timely press releases to post to website as requested.
- Release by way of City Website, Facebook, and other local media sources as requested.

Additional Communications Services may include but are not limited to:

- Creation of surveys for promotion via Website, Facebook, and Press Release.

## Appendix C

### Specific Cost Allocation Methodologies Used

As provided in the Allocated Costs Section the City utilizes a variety of ways to identify and determine an appropriate percentage of costs for allocation. Methodology of allocation breakdowns and percentages will be reviewed annually for a material percentage increase or decrease. If the actual dollars expended at year end exceed a 15% variance, an adjustment will be made to reflect the increase or decrease and the formula for calculating will be adjusted. The City service functions allocated in this plan are reflected in the various methods listed below:

Council Agenda Items – Count of regular business agenda items for allocation of next year’s budget costs is based on actual counts through September of the current year. Converted percentages attributed to street operations and proprietary funds will be used as a cost factor. Used for:

- Legislative
- Clerk & Deputy
- Administrator

FTE (Full Time Equivalent) – The budgeted count of employees is tracked jointly by the City Administrator and Finance Department. The percentage of FTEs attributed to street operations and proprietary funds are used as a cost factor. Used for:

- Executive
- Finance Payroll
- Personnel
- Wellness

Function Hours – Hours are tracked at position level based on 2080 hours for a full 1 FTE. Hours are allocated to the function the position supports and are calculated based on a minimum of quarterly tracking through September of the current year and then averaged for an annual percentage. These are reviewed on an annual basis and if necessary adjustments are made. Used for:

- Finance Department
- Administrator
- Public Works Administration
- Information Technology
- Planning/Building

Operating Expenditures – Operating budgets exclusive of transfers, capital expenditures and expenditures related to City debt as presented in the annual budget to be maintained and updated by the Finance Department. The percentage of dollars allocated to street operations and proprietary funds. Used for:

- Auditing Expenditures
- Finance Department
- General Services Printing
- General Services Communication/Utilities

- Website Management

Legal Expenditures – Finance Department uses a spreadsheet and tracks services provided to functions as allocated on the legal bills supplied by the contracted City Attorney. Prior year general legal expenditures are reduced by items which can be directly charged to projects. The remaining legal costs are then multiplied by the percentage of operating budgets less operating transfers of public works activities. These amounts are then added together to determine the percentage of street operations and proprietary funds to be allocated for legal expenditures. (Prior Year Legal costs – (less) legal expenditures allocated to direct function) x (times) percent of Public Work's operating budgets less transfers). Used for:

- Legal Expenditures

IT Equipment – The actual count of workstations is tracked by IT and Finance Departments. Several figures are taken into account when calculating IT support:

Percentage of base number of computers and servers allocated to Public Works functions. Added to the number is the indirect figure IT equipment supported for those departments who support the street operations and proprietary funds. Used for:

- Information Technology

Square Feet – The actual count of square footage in City Hall and the Multi-Purpose Center used by Public Works Administration is tracked by PW Administration. The percentage of square feet both directly and indirectly supporting Public Works functions. Used for:

- General Services (Custodial)

Capital Projects – Cost for Capital projects administration for transportation and proprietary function is determined by the Capital Improvement Plan and project accounting. Hours are allocated to the function the position supports and are calculated based on a minimum of quarterly tracking through September of the current year and then averaged for an annual percentage. Used for:

- General Services Administration (PW Administration)
- Engineering Services

### **Cost Basis for Allocation**

#### City Service Functions

Allocation Basis for certain City functions may use a combination of basis to allocate costs to benefitting operating units. The determination of the relative weight for each base may be a matter of judgment or it may be based on underlying cost data. The following provides a description of the City services and the benefitting functions.

The Finance Department will allocate costs based on actual data accumulated annually. If the calculated amount of variance between prior budget figures and current actual expenditures exceeds 15% this will be deemed material and an adjustment will be made.

#### Legislative - City Council

Costs captured in this category include the salaries, benefits and other costs necessary to operate the City Council. Costs are also inclusive of election costs paid to Pierce County. The City Council engages in legislative activities and provides policy direction to the City's operations. The City Council costs are allocated to benefitting operating units based on a count of agenda items. The count of agenda items most closely tracks the effort of the Council in addressing the legislative and policy needs of the operating units. Business agenda items are tracked through September of the current year and then averaged for an annual percentage.

- 100% of the City Council's budget is allocated using this base x percent of agenda items pertaining to street operations and proprietary funds

#### Executive – Mayor

Costs captured in this category include the salaries, benefits and other costs necessary to operate the Mayor's Office. The Mayor is the Chief Executive Officer for the City, working closely with City Council and providing executive management oversight of all operating units and staff. The Mayor's costs are allocated to benefitting operating units based on a percentage of FTE allocation. The executive budget has been reduced by 10%, accounting for efforts of serving on boards and commissions on behalf of governmental functions (i.e. AWC Small Cities, PCRC, PSRC, etc.)

- 100% of Executive Base – (less) 10% x (times) percent of FTE

#### Executive – City Administrator

Costs captured in this category include the salaries, benefits and other costs necessary to operate the City Administrator's Office. The City Administrator is the Chief Administrative Officer for the City, working closely with City Council and providing executive management oversight of all operating units and staff. In addition, the City Administrator acts as the City's Public Works Director and provides oversight and management to street operations and proprietary funds. The Administrator's costs are allocated to benefitting operating units based on functions the position supports calculated based on a minimum of quarterly tracking through September of the current year and then averaged for an annual percentage, and the count of agenda items and fund activity tracks the support provided in assisting the operating units with Council matters. Business agenda items are tracked through September of the current year and then averaged for an annual percentage.

- 100% of Administrator Base x (times) percent of tracked function hours
- 17% of the City Administrator's base x (times) percent of agenda items pertaining to street operations and proprietary funds

#### Human Resources/Personnel

Costs captured in Human Resources/Personnel include the salaries, benefits and other costs necessary to operate the Human Resource functions. These functions are accounted for separately and are allocated based on specific methods. Both the City Clerk and City Administrator share in the Human Resource functions with the City Clerk performing personnel tracking (i.e. length of service, awards, job descriptions, employment advertisements, etc.) and the City Administrator responsible for labor negotiations, contract oversight, employee performance and disciplinary activities, etc. Human Resource costs are allocated to benefitting operating units based on a percentage of FTE allocation and percentage of City Clerk and City Administrator average time performing Human Resource functions on a monthly basis.

- 100% of Human Resources x (times) percent of FTE
- 10% of the City Clerk's base x (times) percent of FTE
- 10% of the City Administrator's base x (times) percent of FTE

#### Employee Benefits/Wellness

Costs captured in Employee Benefits/Wellness budget are expenditures supporting programs and activities aimed at preventing illness and injuries and promoting better morale, which results in reduced absenteeism and enhanced productivity.

- 100% of Employee Benefits x (times) percent of FTE

#### Financial Services

Costs captured in the Financial Services Department include salaries, benefits and other costs necessary to operate the financial functions. Finance staff provides both front office functions, such as Customer Service (Utility Billing & Collection), and back office functions, such as accounts receivable, accounts payable, payroll, and financial reporting. A variety of methods are used to calculate and track costs allocated to benefitting operating units. The staff supporting the Financial Department monitors time allocated to all functions supported in the City. Hours and calculated percentages are used to create a percentage of time supporting. Finance Department costs are allocated as a percentage of function/hours allocated to street operations and proprietary funds. Processing of accounts receivable, accounts payable and financial reporting costs are allocated based on the percentage of operating budgets supporting street operations and proprietary funds. Payroll processing costs are allocated to benefitting operating units based on a percentage of FTE allocation and percentage of Finance Department average time processing payroll on a monthly basis.

- 100% of Deputy Clerk's base x (times) percent of function hours
- 18% of the Deputy Clerk's base x (times) percent of FTE
- 6% of the Finance Director's base x (times) percent of FTE
- 100% of the Finance Director's base x (times) percent of Operating Expenditures

#### Auditing

Costs captured in the Auditing section support the function of auditing services. Costs captured in the cost center are payments to the State Auditor who performs the annual audit and minimal costs associated with software to track and audit companies submitting sales tax to the City.

- 100% of Audit Cost x (times) percent of Operating Expenditures

#### Legal Costs

The City Attorney is a contracted function with an outside firm. Invoices from the City Attorney allocate charges based on the department and function for the activity. The Finance Department maintains an electronic record tracking the basis of the activity which is reconciled to monthly invoices. The legal function allocated is for City Attorney charges only, and although defined by the BARS manual to be under the same function, does not include any charges related to the City Prosecutor or Public Defender. City Attorney services include Council support code revisions, contract review, litigation, and advice to Council and staff to ensure that all Federal, State and municipal regulations are complied with. The record maintained by the Finance Department is used as a basis of allocation.

- Legal Expenditures exclusive of Public Defender and Prosecutor expenditures x (times) percent of legal costs attributed to Public Works

#### Data Processing

Data Processing allocated as a General Service supports the repair of tools necessary for the City software and the maintenance of the City's software to account, retain and process all financial and development transactions.

- 100% of Central Services Data processing expenditures x (times) percent of IT Equipment

#### Printing

Printing Costs allocated as a General Service supports central printing and the necessary tools. Printing costs include expenditures related to maintenance and operations of the City; copiers and costs associated with printing and publication of the Annual Budget and Quarterly and Annual Financial Reports. 100% of costs are allocated based on the percentage of operating budgets supporting street operations and proprietary funds.

- 100% Printing/Copy Lease x (times) percent of Operating Expenditures

#### Administration/Utilities/Custodial

Costs captured include expenditures related to supporting City Hall and the Multi-Purpose Center for custodial services including salaries, benefits and other related costs necessary to maintain the City facilities. Also included are related utility expenses, communications and miscellaneous items for general administration i.e. bank charges, courier charges, shredding and other expenditures central in nature serving the City administration.

- 100% Custodial x (times) percent of square feet
- 100% Communication/Utilities x (times) percent of Operating Expenditures

#### Risk Insurance

Risk Insurance is allocated per the annual CIAW schedule of values using facility/building valuations and vehicle and equipment schedules.

#### City Clerk

Costs captured include salaries, benefits and other costs necessary to operate the City Clerk's Office function. The City Clerk's Office provides Council and committee support, engages in legislative activities, manages City records and code, manages City business license program and supports a number of Citywide activities. The City Clerk function tracks agenda items by reviewing agenda items maintained electronically with council agendas. The operating budget does not include the amount supporting business license function. The count of agenda items and fund activity tracks the support provided in assisting the operating units with Council matters and code review, and management of City records. The staff supporting the Clerk's Office also monitors time allocated to all functions supported in the City. Hours and calculated percentages are used to create a percentage of time supporting. 100% of Clerk's Office costs are allocated as a percentage of function/hours allocated to street operations and proprietary funds.

- 100% of Clerk's Office x (times) percent of function hours
- 20% of the City Clerk's base x (times) percent of agenda items pertaining to street operations and proprietary funds
- 6% of the Deputy Clerk's base x (times) percent of agenda items pertaining to street operations and proprietary funds

#### Information Technology

Costs captured in this category include the salaries, benefits and other costs necessary to operate, maintain and improve the technical infrastructure of the City. The count of hardware, network, email accounts and communication systems, adjusted for unique equipment is used to identify general IT infrastructure and end user support. Fund activity most closely tracks general IT infrastructure services, and IT equipment count most closely tracks end user support services. Costs allocated to street operations and proprietary funds as a result of General Services support from City Hall will be based on a percentage of City Hall allocation for IT services times the percentages of operating expenditures of street operations and proprietary funds.

- 100% of IT budget x (times) percent of IT Equipment
- 100% of City Hall IT allocation x (times) percent of Operating Expenditures

#### Website Management

Costs captured in this category include expenditures related to supporting and maintaining the City's website and social media for public information. The City's contractual Webmaster provides direct support to a number of citywide activities including but not limited to public notices, public awareness (water, stormwater, sewer treatment, solid waste) and education for PW functions. 100% of costs are allocated based on the percentage of operating budgets supporting street operations and proprietary funds.

- 100% Website Management x (times) percent of Operating Expenditures

#### PW Administration

Costs captured in this cost center include salaries, benefits and other costs necessary to provide management and administration of Public Works (Cemetery, City Facilities/Property, Streets, Water, Sewer, Solid Waste and Storm Drain), and Administrative staff being paid from the Public Works administrative function has allocated their hours to each of the functions they support. Percentages have been applied based on man hour allocation. Hours are reviewed and updated annually based on a minimum of quarterly tracking. The percentage supporting proprietary functions is used as a basis for charging all expenses related to the Public Works Administration.

- 100% of Public Works Administration x (times) percent of function hours

#### Planning/Building

Costs captured in this cost center include salaries, benefits and other costs necessary to provide planning, mapping, code enforcement, functional plan coordination with comprehensive plan and connection administration for building permits issued. Connection fees are collected at the time of permit issuance.

- 100% of Public Works Administration x (times) percent of function hours





**Appendix E – Insurance Allocation Breakdown (Example)**

CIAW Coverage Costs	2017	Ext	Total	Premium Amount	with Propel %			Department Share			
								General			
General Liability	\$102,538.68	50.85%	\$102,539.19	Liability & Crime	\$105,179.01	plus	\$8,136.78	\$113,315.79	Fire		
Auto Liability	\$17,054.81	8.46%	\$17,054.89	Auto	\$26,548.39	plus	\$2,106.70	\$28,655.09	Police		
Property	\$43,859.30	21.75%	\$43,859.52	Property	\$43,859.30	plus	\$3,480.38	\$47,339.68	WWTP		
Equipment Breakdown	\$10,043.19	4.98%	\$10,043.24						PW		
Crime	\$2,640.33	1.31%	\$2,640.34								
Auto Physical Damage	\$9,493.58	4.71%	\$9,493.63								
UIM	\$0.00		\$0.00		13.17%				Senior General Liability		
<b>Total Premium</b>	\$185,629.89		\$185,630.81						1.14%	\$1,291.80	
<b>Propel Cost</b>	\$16,000.00		\$16,000.00						Property	1.42%	\$671.28
<b>Total Cost</b>	<b>\$201,629.89</b>	<b>\$0.00</b>	<b>\$201,629.89</b>						Auto		\$20.00
											\$1,983.08

	Totals	WWTP	Parks	Utilites	Museum	MPC - Buckley Hall	City Hall & Storage	Fire/EMS	Police	Cemetery
Total Bldg Valuation	\$29,065,835	\$14,216,500	\$490,249	\$3,322,100	\$911,000	\$2,351,909	\$2,095,477	\$4,746,500	740,000	192,100
		48.91%	1.69%	11.43%	3.13%	8.09%	7.21%	16.33%	2.55%	0.66%
premuim amt	\$21,452	\$740	\$5,013	\$0	\$3,549	\$3,162	\$7,162	\$1,117	\$290	
Total Vehicle Valuation	\$2,002,199	Inc in Util	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			0.72%	15.99%	0.00%	0.07%	0.90%	67.07%	14.98%	0.27%
			\$190	\$4,244	\$0	\$20	\$239	\$17,805	\$3,978	\$73
Total Equip Valuation	\$485,000	\$0	\$35,000	\$165,000	\$0	\$0	\$0	\$0	\$285,000	\$0
		0.00%	7.22%	34.02%	0.00%	0.00%	0.00%	0.00%	58.76%	0.00%
premuim amt	\$0	\$725	\$3,417	\$0	\$0	\$0	\$0	\$5,902	\$0	\$0

	Share of General Premium		Share of Auto Premium		Share of Property Premium		Share of Equip Premium		Share of City Hall Premium		Share of MPC Premium		Total Contribution Amount
<b>General</b>	47.60%	\$53,940.96					63.81%	\$6,409.00					\$60,349.96
<b>Cemetery</b>	0.03%	\$34.10	0.27%	\$72.93	0.66%	\$312.87	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$419.90
<b>RR ROW</b>	1.04%	\$1,175.39	0.21%	\$57.01	0.51%	\$239.54	2.16%	\$217.43	0.00%	\$0.00	0.00%	\$0.00	\$1,689.38
<b>Streets</b>	2.13%	\$2,412.89	4.00%	\$1,061.05	3.81%	\$1,803.57	6.80%	\$683.35	7.34%	\$79.05	0.00%	\$0.00	\$6,039.92
<b>EMS</b>	3.07%	\$3,474.86	33.53%	\$8,902.52	8.17%	\$3,865.32	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$16,242.70
<b>Visitor Prom/Museum</b>	0.21%	\$240.15	0.00%	\$0.00	3.13%	\$1,483.75	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$1,723.90
<b>Water</b>	9.65%	\$10,934.97	4.00%	\$1,061.05	3.81%	\$1,803.57	6.80%	\$683.35	11.02%	\$158.10	6.25%	\$221.81	\$14,862.86
<b>Sewer</b>	20.40%	\$23,116.42	4.00%	\$1,061.05	48.91%	\$23,154.49	10.21%	\$1,025.03	9.66%	\$305.45	6.25%	\$221.81	\$48,884.25
<b>Solid Waste</b>	9.51%	\$10,776.60	0.00%	\$0.00	3.39%	\$1,604.82	0.00%	\$0.00	5.38%	\$170.12	6.25%	\$221.81	\$12,773.34
<b>Stormwater</b>	5.36%	\$6,070.08	4.00%	\$1,061.05	3.81%	\$1,803.57	10.21%	\$1,025.03	11.68%	\$369.32	6.25%	\$221.81	\$10,550.86
<b>TBD</b>	1.01%	\$1,144.78	0.00%	\$0.00	0.00%	\$0.00							\$1,144.78
	100.00%	\$113,321.19		\$13,276.67			\$10,043.19		\$1,082.04				\$174,681.86

FUND		2017		GL	% of total operations	GF Areas	
001	General	\$4,477,109	26.99%	\$4,477,109	46.39%	47.60%	47.60%
002	Contingency	\$0	0.00%				0.03%
003	Cum Res	\$75,078	0.45%				1.04%
004	Cemetery	\$2,904	0.02%	\$2,904	0.03%		2.13%
007	Police Res	\$153,000	0.92%				3.07%
008	RR ROW	\$100,107	0.60%	\$100,107	1.04%		0.21%
030	Fire Res	\$918,170	5.54%				9.62%
035	Park Const	\$31,850	0.19%				20.38%
101	Street	\$205,503	1.24%	\$205,503	2.13%		9.51%
102	Arterial	\$1,273,355	7.68%				5.36%
103	TBD	\$97,500	0.59%	\$97,500	1.01%		1.01%
105	EMS	\$295,950	1.78%	\$295,950	3.07%		
109	Crim Justice	\$69,000	0.42%				
134	Fire Const	\$5,000	0.03%				
136	Visitor Prom	\$20,453	0.12%	\$20,453	0.21%		
202	FS Bond	\$300,300	1.81%				
307	Capital Imp	\$558,000	3.36%				
308	Comp Plan	\$116,986	0.71%	\$116,986	1.21%		
401	NG Oper	\$3,000	0.02%	\$3,000	0.03%		
402	Water/Sewer	\$2,896,662	17.47%	\$2,896,662	30.01%	W- 32.06% S- 67.94%	
403	Solid Waste	\$917,832	5.53%	\$917,832	9.51%		
405	Sewer Const	\$1,265,769	7.63%				
406	Water Const	\$594,282	3.58%				
407	Stormwater	\$516,982	3.12%	\$516,982	5.36%		
408	Storm Const	\$1,067,085	6.43%				
430	Equip Res	\$222,500	1.34%				
631	Muni Trust	\$400,000	2.41%				
701	Ceme Imp	\$1,000	0.01%				
<b>TOTALS</b>		\$16,585,377	100.00%	\$9,650,988	100.00%		

Appendix F -Expense Breakdown for Utility Portion of Administration Utilities & Communication

Expense Breakdown for Utility Portion of Administration Utilities & Communication (2018)			
Facility Charge	Public Utilities & Phones	Citywide Website Maint.	
Multi-Purpose Center		Legislative	0.4%
- Senior	25.00%	Judicial	2.6%
- Court	25.00%	Executive	1.3%
- Bldg/Plan	25.00%	Finance & Admin	9.2%
- Utility	25.00%	I.T.	1.4%
↓		Police	21.7%
Utility Breakdown (25%)		Fire	5.4%
- Street	0.00%	Building	1.5%
- Cemetery	0.00%	Planning	1.6%
- Water	25.00%	Parks	2.3%
- WWTP	25.00%	MPC & Senior	1.3%
- Stormwater	25.00%	Community Center	0.3%
- Solid Waste	25.00%	Youth Center	1.2%
	100.00%	Cemetery	0.1%
General (City Hall)		RR ROW	0.3%
Utility/ Printing Breakdown of F/A	% of Total City Charge	Street	1.7%
- Street	3.30%	TBD	1.6%
- Cemetery	0.00%	EMS	3.6%
- Water	8.64%	Visitor Prom	0.3%
- Sewer	14.13%	Comp Plan	1.0%
- Stormwater	7.80%	NG Oper	0.0%
- Solid Waste	10.70%	Water	8.6%
	44.57%	Sewer	14.1%
		Solid Waste	10.7%
		Stormwater	7.8%
			100.0%

Appendix G

TABLE U.1A - FTE Breakdown PW's 2018 (\_\_\_\_% + Certifications & Longevity)

Classification	Employee	2017 Salary/Mo w/Cert	Parks			Cemetery			Water			WWTP			Sewer Collection			Street			Storm				
			FTE	Wage	Ins	FTE	Wage	Ins	FTE	Wage	Ins	FTE	Wage	Ins	FTE	Wage	Ins	FTE	Wage	Ins	FTE	Wage	Ins		
Event Sea - 300 Hrs	Vacant (12.75/hr)	\$319	100%	\$319	\$0																				
Parks Sea - 600 Hrs	Vacant (12.75/hr)	\$638	100%	\$638	\$0																				
Parks Sea - 600 Hrs	Vacant (12.75/hr)	\$638	100%	\$638	\$0																				
Parks Sea - 600 Hrs	Vacant (12.75/hr)	\$638	100%	\$638	\$0																				
Parks Sea - 600 Hrs	Vacant (12.75/hr)	\$0																							
Utility Sea - 600 Hrs	Vacant (13.85/hr)	\$693							50.0%	\$347		25.0%	\$173								25.0%	\$173			
Utility Sea - 600 Hrs	Vacant (13.85/hr)	\$693							25.0%	\$173				25.0%	\$173		25.0%	\$173			25.0%	\$173			
Utility Sea - 600 Hrs	Vacant (13.85/hr)	\$693							25.0%	\$173				25.0%	\$173		25.0%	\$173			25.0%	\$173			
Meter Read-600 Hrs	McCormick (\$19.45/hr)	\$950							100.0%	\$1,070															
Maint Parks/Bldg	Dahlem (1)	\$3,992	70.0%	\$2,794	\$0																				
Maint Parks/Bldg Cust	Vacant	\$2,668	75.0%	\$2,001	\$642				5.0%	\$133	\$43	5.0%	\$133	\$43	5.0%	\$133	\$43	5.0%	\$133	\$43	5.0%	\$133	\$43		
PW Office Assistant	Future Vacant	\$0																							
Utility Maint Apprentice	McArtor	\$4,195										100.0%	\$4,195	\$1,687											
Utility Worker	Mickelson (2)	\$4,830							15.0%	\$725	\$253	15.0%	\$725	\$253	30.0%	\$1,449	\$506	15.0%	\$725	\$253	25.0%	\$1,208	\$422		
	Rice (5)(L15)	\$5,696							75.0%	\$4,272	\$1,864				25.0%	\$1,424	\$621								
	Reedy (1)	\$5,226										100.0%	\$5,226	\$856											
	Steinmetz (1)	\$5,383							75.0%	\$4,037	\$1,625				25.0%	\$1,346	\$542								
	Burbank (1)	\$5,792							5.0%	\$290	\$124				20.0%	\$1,158	\$249	10.0%	\$579	\$249	65.0%	\$3,765	\$1,865		
Utility Systems Tech	Balliet (1)	\$5,306							65.0%	\$3,449	\$1,408	10.0%	\$531	\$217	20.0%	\$1,061	\$434				5.0%	\$265	\$109		
Mechanic	McCracken (3)	\$5,489	7.5%	\$412	\$64				25.0%	\$1,372	\$214	10.0%	\$549	\$87	25.0%	\$1,372	\$214	7.5%	\$412	\$64	25.0%	\$1,372	\$214		
Asst PW Supervisor																									
WWTP Supervisor	Doty (2)	\$6,482										100.0%	\$6,482	\$2,486											
PW Supervisor	Dansby (5)(L10)	\$7,073	5.0%	\$354	\$84				25.0%	\$1,768	\$422	10.0%	\$707	\$169	25.0%	\$1,768	\$422	10.0%	\$707	\$169	25.0%	\$1,768	\$422		
Utility Superintendent	Banks	\$7,701	5.0%	\$385	\$124				25.0%	\$1,925	\$746	20.0%	\$1,540	\$373	15.0%	\$1,155	\$373	10.0%	\$770	\$246	25.0%	\$1,925	\$622		
<b>Monthly Total</b>				<b>\$8,179</b>	<b>\$914</b>					<b>\$19,734</b>	<b>\$6,656</b>		<b>\$20,262</b>	<b>\$4,441</b>		<b>\$11,214</b>	<b>\$3,361</b>		<b>\$3,673</b>	<b>\$981</b>		<b>\$10,957</b>	<b>\$3,697</b>		
<b>Annual Salaries "only"</b>				\$98,145						\$236,814			\$243,143			\$134,569				\$44,074			\$131,481		
<b>Annual Salary - for Retirement</b>				\$71,349						\$215,658			\$241,064			\$130,411				\$39,916			\$125,244		
<b>VCI - 50%</b>				\$1,372						\$4,147			\$4,636			\$2,508				\$768			\$2,409		
<b>Annual Salary + VCI</b>				\$99,517						\$240,961			\$247,779			\$137,077				\$44,841			\$133,890		
<b>Annual Healthcare</b>				\$10,968						\$79,872			\$53,292			\$40,332				\$11,772			\$44,364		
<b>Total Fund w/Salary + Benefits</b>				<b>\$110,485</b>						<b>\$320,833</b>			<b>\$301,071</b>			<b>\$177,409</b>				<b>\$56,613</b>			<b>\$178,254</b>		
<b>Total</b>										<b>\$1,144,665</b>															
<b>FTE's</b>				<b>1.63</b>			<b>0.00</b>			<b>3.15</b>				<b>3.70</b>				<b>1.90</b>				<b>0.58</b>			<b>1.75</b>
<b>Total FTE's - w/o seasonals</b>				<b>12.70</b>		12.80%	0.00%			24.80%				29.13%				14.96%				4.53%			13.78%

Appendix G

Utility Administration Allocation Costs (2.5%) 2018																									
Classification	Employee	2018 Salary/Mo	Cemetery		Street		Street Const		Water		Water Const		WWTP		WWTP Const		Solid Waste		Stormwater		Stormwater Const		Capital Const		
			%	hrs	%	hrs	%	hrs	%	hrs	%	hrs	%	hrs	%	hrs	%	hrs	%	hrs	%	hrs	%	hrs	
PT Intern	Vacant - 832 hrs	\$975	0.0%	0	6.3%	61	1.0%	10	6.3%	61	1.0%	10	6.0%	59	1.0%	10	6.3%	61	6.3%	61	1.0%	10	1.0%	10	
Admin Assistant	Vacant (50%)	\$0																							
Permit Tech/PW Clerk	Boyle (2)(L25)	\$5,422	0.8%	41	9.2%	499	0.0%	0	10.1%	548	0.0%	0	10.1%	548	0.0%	0	11.4%	618	10.1%	548	0.0%	0	0.0%	0	
Deputy Clerk	Memovich (2)	\$4,791	0.0%	0	14.6%	698	2.0%	96	18.6%	890	0.2%	10	14.9%	713	0.2%	10	14.5%	694	13.1%	627	0.0%	0	0.0%	0	
City Clerk	Starr	\$6,176	0.0%	0	2.2%	138	14.0%	865	8.2%	508	0.8%	49	9.8%	604	0.5%	31	5.8%	357	11.3%	700	0.0%	0	0.0%	0	
Finance Director	Bazzar	\$8,173	0.0%	0	3.5%	286	0.0%	0	9.1%	744	0.0%	0	14.9%	1,218	0.0%	0	10.7%	874	7.8%	637	0.0%	0	0.0%	0	
City Administrator	Schmidt	\$11,577	0.4%	46	17.2%	1,988	14.0%	1,616	12.5%	1,442	6.0%	695	12.1%	1,396	3.3%	381	4.4%	511	10.2%	1,180	2.4%	279	3.0%	352	
<b>Monthly Total</b>					\$3,669		\$2,586		\$4,193		\$763		\$4,537		\$431		\$3,115		\$3,753		\$289		\$362		
<b>Annual Salary "only"</b>					\$44,026		\$31,035		\$50,318		\$9,160		\$54,443		\$5,173		\$37,377		\$45,032		\$3,465		\$4,340		
<b>Benefits (42.5%)</b>					\$18,711		\$13,190		\$21,385		\$3,893		\$23,138		\$2,199		\$15,885		\$19,139		\$1,473		\$1,845		
<b>VCI - 50%</b>					\$1,693		\$1,194		\$1,935		\$352		\$2,094		\$199		\$1,438		\$1,732		\$133		\$167		
<b>Annual Salary + VCI</b>					\$45,719		\$32,229		\$52,253		\$9,512		\$56,537		\$5,372		\$38,814		\$46,764		\$3,598		\$4,507		
<b>Annual w/Benefits</b>					\$64,430		\$45,419		\$73,638		\$13,405		\$79,675		\$7,571		\$54,700		\$65,903		\$5,071		\$6,352		
<b>OT for Deputy Clerk</b>					\$847		\$1,480		\$518		\$493		\$1,340		\$329		\$230		\$929		\$0		\$0		
<b>Website SVCS (from spreadsheet) (New)</b>						3.3%	\$598	0.0%	\$0	8.6%	\$1,555	0.0%	\$0	14.1%	\$2,543	0.0%	\$0	10.7%	\$1,930	7.8%	\$1,396	0.0%	\$0	0.0%	\$0
<b>Executive (Mayor - FTE)</b>						1.7%	\$159	0.0%	\$0	8.5%	\$797	0.0%	\$0	13.2%	\$1,238	0.0%	\$0	1.3%	\$122	4.6%	\$435	0.0%	\$0	0.0%	\$0
<b>I.T. Systems Support (from spreadsheet) (New)</b>							\$732		\$1,904				\$9,568				\$1,670		\$1,709						
<b>Legislative (Agenda Items)</b>						6.8%	\$2,176	11.8%	\$3,803	4.1%	\$1,120	3.9%	\$1,268	10.7%	\$3,233	2.6%	\$845	1.8%	\$592	7.4%	\$2,388	0.0%	\$0	0.0%	\$0
<b>Custodial</b>							\$171		\$444				\$726				\$551		\$399						
<b>Audit Costs</b>							\$251		\$1,245				\$2,036				\$1,546		\$1,118						
<b>Annual w/All Costs</b>					\$66,864		\$50,702		\$81,221		\$15,167		\$100,359		\$8,744		\$61,341		\$74,278		\$5,071		\$6,352		
<b>Total</b>					\$470,099																				



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Contract with Yakima County Department of Corrections for Jail Services</b>  Cost Impact: N/A Fund Source: N/A Timeline: N/A	<b>Agenda Date: October 24, 2017</b>		<b>AB17-086</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		
	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			
PW/Utilities – Chris Banks			
<b>Attachments:</b> Contract			
SUMMARY STATEMENT: Law Enforcement Services Agreement between the City of Buckley and Yakima County Department of Corrections for Jail services. Starting January 1, 2018 the daily bed rate will increase to \$59.85 per bed per day.			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS 10/17/17			
<b>RECOMMENDED ACTION: MOTION to Approve the Law Enforcement Services Agreement between the City of Buckley and Yakima County Department of Corrections for Jail Services.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	



**YAKIMA COUNTY**  
**DEPARTMENT OF CORRECTIONS**  
111 North Front Street Yakima, Washington 98901 (509) 574-1700

---

September 14<sup>th</sup>, 2017

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

**RE: 2018 Housing Agreement Renewal Notification**

Dear Asst. Chief Northam:

This letter will serve as your official written notification of the inmate housing rate increase for the upcoming year. The increase is approximately 4% and is primarily due to an increase in our overall department services. Yakima County DOC will see an annual increase of \$680,000 in Medical Services, \$125,000 in Mental Health services, and a 4% wage increase over the next two years (2018-2019). This will also allow us to align both the Local & Non-Local agreements under the same sliding rate scale.

I have inserted language that provides a continuous term instead of annual renewals, except when there is a rate increase and/or language change. The new language reads as follows: ***This agreement will renew annually for up to 5 years (December 31, 2022) unless there is written notification from one party to the other that they wish to terminate the contract at the end of the current calendar year. Such notification will be sent to the receiving party no later than October 1<sup>st</sup> of the current year.***

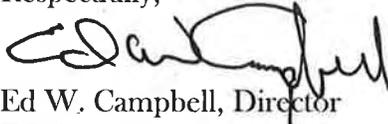
Enclosed you will find (2) original agreements. Please have them both signed and forwarded back to my attention at your earliest convenience. Once our Board of County Commissioners has signed the agreements, a fully executed original will be returned to you.

I have chosen to send this notice out earlier this year in an effort to allow for any legal review and/or approval that may be required prior to signing.

Please do not hesitate to contact me if you have any questions. I can be reached at 574-1758, or you can contact Sandra Bess at 574-1704.

Looking forward to another successful year of working together!

Respectfully,



Ed W. Campbell, Director  
EC:sb

C: City Notebook

---

Service, Pride, Integrity

## AGREEMENT FOR INMATE HOUSING 2018

---

---

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.

**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	\$53.85
126-150	\$54.85
101-125	\$55.85
76-100	\$56.85
51-75	\$57.85
26-50	\$58.85
0-25	\$59.85

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.

This daily rate is established for 2018. Yakima County reserves the right to increase the daily rate with the understanding that they will provide the City of Buckley ninety (90) days written notification prior to said increase.

**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.** This agreement will renew annually for up to five (5) years (December 31, 2022) unless there is written notification from one party to the other that they wish to terminate the contract at the end of the current calendar year. Such notification will be sent to the receiving party no later than October 1<sup>st</sup> of the current year.

**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, 2018, 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: Mike Northam, Asst. Police Chief  
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: _____ City Mayor</p> <p>Date: _____</p> <p>Attest: By: _____ City Clerk</p>
--	------------------------------------------------------------------------------------------------------------------------------------------

	<p>Approved as to form:</p> <p>By: _____ City Attorney</p>
--	----------------------------------------------------------------

---

**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.

---

**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.

---

**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.

---

**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.**

---

### **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.

---

## **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.

2018 Inmate Housing Agreement – City of Buckley

DONE this \_\_\_\_ day of \_\_\_\_\_ 2017

**BOARD OF YAKIMA COUNTY COMMISSIONERS**

\_\_\_\_\_  
J. Rand Elliott, Chairman

\_\_\_\_\_  
Ron Anderson, Commissioner

\_\_\_\_\_  
Attest: Tiera L. Girard  
Clerk of the Board

\_\_\_\_\_  
Michael D. Leita, Commissioner  
*Constituting the Board of County Commissioners  
for Yakima County, Washington*

Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Letter of Understanding for (RMS) Records Management System with South Sound 911.</b>  Cost Impact: N/A Fund Source: N/A Timeline: N/A	<b>Agenda Date: October 24, 2017</b>		<b>AB17-087</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		
	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		
PW/Utilities – Chris Banks			
<b>Attachments:</b> Contract			
SUMMARY STATEMENT: Agreement between the City of Buckley and South Sound 911 for Records Management System. South Sound 911 agrees to provide their RMS to the Buckley police department for \$6,000 dollars in 2018, \$18,500 in 2019, and \$25,000 in 2020. The RMS provided will be the enforcer program currently being used by most agencies in Pierce County.			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS 10/17/17			
<b>RECOMMENDED ACTION: MOTION to Approve the LOU Between the City of Buckley and South Sound 911 for (RMS) Records Management System (Enforcer).</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

September 27, 2017

Jim Arsanto, Chief of Police  
City of Buckley Police Department  
146 S Cedar Street  
Buckley, WA 98321

RE: LETTER OF UNDERSTANDING – RECORDS MANAGEMENT SYSTEM (RMS)

Dear Chief Arsanto:

In the interest of facilitating the county-wide use of a single records system and enhancing collaborative police operations and county-wide technology advancements, this letter of understanding is to confirm the transition of the City of Buckley Police to the South Sound 911 Records Management System (RMS) effective January 3, 2018.

It is mutually understood that the City of Buckley shall receive the first six months of RMS services at no cost and in July 2018 shall pay a monthly rate of \$1,000 for the remainder of the year. The rate of RMS services will increase to \$18,500 in 2019 and \$25,000 in 2020, provided there is no increase in the number of commissioned officers. Fees for services will be billed quarterly in January, April, July and October.

If the number of commissioned officers increases after January 4, 2018, this Letter of Understanding (LOU) shall terminate and fees for RMS services will be renegotiated.

South Sound 911 will be conducting a review of allocation methods for all services in 2018. Results of the study may result in changes to the existing allocation method, which is based on the number of commissioned officers. It is mutually understood that the City of Buckley Police will transition to the approved allocation method for RMS services in 2021; however, if the adopted allocation method in 2019 or 2020 results in a lower assessment than agreed to in this LOU, the lower amount shall be honored.

Please indicate concurrence with your signature below.

---

Andrew E. Neiditz, Executive Director

**CONCURRENCE:**

---

Jim Arsanto, Chief of Police



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Agreement - Addendum #2 – City Administrator Contract Extension - 2018-2019.</b>	<b>Agenda Date: October 24, 2017</b>		<b>AB17-088</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson	X	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		
Municipal Court – Jessica Cash			
PW/Utilities – Chris Banks			
<b>Attachments:</b> Contract Addendum & Memorandum			
SUMMARY STATEMENT: See attached memorandum.			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS 10/3/17			
RECOMMENDED ACTION: <b>MOTION to Approve the Addendum Extending the City Administrator’s Employment Contract by 2 years 2018-2019.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

# City of Buckley

P.O. Box 1960, Buckley WA 98321  
Phone: 360-829-1921 ext 200  
Fax: 360-829-2659



# Memo

To: Mayor & City Council

From: City Administrator

Date: October 18, 2017

RE: CA Contract Extension

---

Being presented for consideration is a 2 year extension addendum to my Professional Services Agreement. The contract addendum extends my current contract through 2019 under the same terms and conditions of the Master Agreement dated March 8, 2011, except for the following:

*Paragraph Six (6) of the Agreement is replaced with a new paragraph six (6) to read: Alternate Work Scheduling. Employee and Employer agree that depending on the needs of the City and the interests of the Employee, the Employee may elect, after February, 2019, to adopt an alternative work schedule that includes, but is not limited to, reduced work scheduling to part-time, but not less than 30 hours per week, which may include flexible scheduling and/or telecommuting for a portion of the weekly work schedule. If the Employee should elect to reduce work scheduling to less than full-time then Employee's compensation shall be adjusted proportionately to be commensurate with the percentage of time worked.*

The purpose of this change is to allow both the City and me to begin to identify and select a replacement for my position, while maintaining continuity of operations. My intent had previously been to retire at the end of 2017; however, due to a number of reasons, I have committed to the Mayor, Council and staff that I would stay on until sometime in 2019.

I have been honored to serve this community for 16 years and am proud of all that we have accomplished together during this time, but I believe that there is more to do. We have a significant list of priority projects slated for completion in the next 1-2 years that have been on the drawing board for several years and it would be nice to see these projects come to fruition before I leave.

Thank you for your consideration. If you have any questions, please let me know.

Dave

## Second Addendum to Professional Services Agreement

THIS SECOND ADDENDUM to the Professional Services Agreement (“Addendum”) is in addition to (and incorporated therein by this reference) that certain Professional Services Agreement (Agreement) between the City of Buckley (the City), a Washington Municipal corporation, and David Schmidt, (the Administrator) dated March 8, 2011.

WHEREAS, the City and City Administrator jointly agree to amend the terms of the original agreement in order to extend the agreement by 2 years; and

WHEREAS, due to organizational need and potential funding constraints within the City’s general fund revenue, the City agrees to provide an opportunity for alternative work scheduling for the City Administrator after February, 2019, depending on the needs of the City and the interests of the City Administrator; and

WHEREAS, the City wishes to (1) induce Employee to serve in such position, (2) enhance work productivity by protecting Employee’s morale and peace of mind, and (3) provide a fair method of terminating Employee’s services in a professional and businesslike manner, should this be in the City’s best interest;

NOW THEREFORE, FOR AND IN CONSIDERATION OF the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

1. Amended Paragraph Two (2). Term. The Employee shall commence performing services as required under this Agreement on January 1, 2018, and shall continue for a period of not less than two (2) years (December 31, 2019) or until terminated as provided by law, or by the provisions of this Agreement.
2. Amended Paragraph Three (3). Duties. Employee will serve as the City Administrator for the City of Buckley, Washington performing the duties as have been established by the parties over the existing course of employment. Such duties shall include, but shall not be limited to, those as expressly defined by Washington State statute.
3. Amended Paragraph Five (5). Annual Compensation. Paragraph #5 of the Agreement is amended to provide as follows:

The Employer agrees to compensate Employee during the term of this contract at a monthly salary equal to or greater than Range 12, Step J of the City’s Exempt Salary Scale, which shall be paid in accordance with procedures for other employees of the City classified as exempt under the Fair Labor Standards Act (“FLSA”) (29 U.S.C. 201 et seq.). The Employer may review and

increase this salary at any time; however, subsequent increases shall at a minimum occur in accordance with terms specified within the adopted salary scale.

4. Delete Paragraph Six (6). **Additional Compensation** and replace with new paragraph six (6) to read: Alternate Work Scheduling. Employee and Employer agree that depending on the needs of the City and the interests of the Employee, the Employee may elect, after February, 2019, to adopt an alternative work schedule that includes, but is not limited to, reduced work scheduling to part-time, but not less than 30 hours per week, which may include flexible scheduling and/or telecommuting for a portion of the weekly work schedule. If the Employee should elect to reduce work scheduling to less than full-time then Employee's compensation shall be adjusted proportionately to be commensurate with the percentage of time worked.
5. Effect of Addendum. This Second Addendum is in addition to the Agreement. The provisions of this Second Addendum modify the basic Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this addendum did not exist.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed and executed this 24<sup>th</sup> day of October, 2017.

CITY OF BUCKLEY

CITY ADMINISTRATOR

By \_\_\_\_\_  
Mayor Pat Johnson

By \_\_\_\_\_  
David W. Schmidt

Attest/Authenticated

By \_\_\_\_\_  
Joanne Starr, City Clerk

Approved as to Form:

BY \_\_\_\_\_  
Phil Olbrechts, City Attorney



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Final Acceptance - Elk Heights Booster Station Electrical Upgrade Project</b>	<b>Agenda Date: October 24, 2017</b>		<b>AB17-089</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		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		
PW/Utilities – Chris Banks		X	
<b>Attachments:</b> Notice of Completion - Elk Heights Booster Station Electrical Upgrade Project			
<p>SUMMARY STATEMENT: Staff is requesting and recommending that the City Council grant final acceptance to the Elk Heights Booster Station Electrical Upgrade Project. Pursuant to the engineer’s certification the project has been constructed in conformity to the approved plans and specifications.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: <b>MOTION to Approve Final Acceptance of the Elk Heights Booster Station Electrical Upgrade Project.</b>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	



October 16, 2017

Mr. David Schmidt  
City Administrator  
City of Buckley  
933 Main Street  
Buckley, Washington 98321

**SUBJECT: FINAL PROGRESS ESTIMATE 1, PROJECT ACCEPTANCE, AND  
RELEASE OF RETAINAGE, ELK HEIGHTS BOOSTER STATION  
ELECTRICAL UPGRADES  
CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON  
G&O #17204.01**

Dear Mr. Schmidt:

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 1, 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>
\$28,081.41	\$1,364.50	\$1,364.50

**2. PROJECT COMPLETION ACCEPTANCE**

The project has been completed in compliance with the Contract, including the contractor submitting Affidavit of Wages Paid. We therefore recommend the City accept the project as complete. A Notice of Completion of Public Works Contract form is not required to be sent to the Department of Labor & Industries, Department of Revenue and the Employment Security Department if the project cost is less than \$35,000.



Mr. David Schmidt  
October 16, 2017  
Page 2

### 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. There are no claims or liens filed for labor and materials furnished on this Contract.

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. Kevin Morrison, Custom Controls Corporation  
Ms. Sheila Bazzar, City of Buckley



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Scope of Work: Design Engineering - 2018 Consolidated Utilities Project</b>  Cost Impact: \$131,300 Fund Source: Multiple Utility Funds Timeline: Immediate	<b>Agenda Date: October 24, 2017</b>		<b>AB17-090</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		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		
	PW/Utilities – Chris Banks		X
<b>Attachments:</b> Engineering Proposal w-Exhibit			
<p>SUMMARY STATEMENT: The proposed 2018 Budget identifies a major Consolidated Utility Capital Improvement Project that includes replacement of water mains, sewer mains and stormwater conveyance lines in multiple locations. The preliminary cost estimate for construction of this overall project is \$1,206,000. The project entails replacement of utilities at multiple locations to include: Edith Street, Balm Street, Ewing Street, “C” Street, SR410, Intersection of Park &amp; River and repair and replacement of settled catch basin at 8-10 locations around the City. The goal is to complete preliminary engineering and design early enough to be able to get this project out to bid right after the 1<sup>st</sup> of the year in order to obtain competitive bids for the project.</p> <p>The scope of work being presented for consideration allows the engineers to get started on this work so that we can achieve the goal of early bidding.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: <b>MOTION to Approve the Scope of Work for Design Engineering for the 2018 Consolidated Utilities Project.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	



October 19, 2017

Mr. Dave Schmidt  
City Administrator  
City of Buckley  
P.O. Box 1960  
Buckley, Washington 98321

SUBJECT: ENGINEERING SERVICES PROPOSAL FOR DESIGN OF 2018  
UTILITIES PROJECT  
CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON  
G&O #20172.90

Dear Mr. Schmidt:

Gray & Osborne has developed this proposal to provide design engineering services for the 2018 Utilities Project.

The attached Exhibit A defines the scope of work for the design of the utility improvements. The attached Exhibit B includes a breakdown of hours and fees for this work. The estimated cost for completing the scope of work is \$131,300.

Thank you for the opportunity to provide this proposal. Should you concur with this engineering services proposal, please execute the authorization on the following page and return a copy of this transmittal to the undersigned.

Sincerely,

GRAY & OSBORNE, INC.

Dominic J. Miller, P.E.

DJM/sp  
Encl.

cc: Mr. Chris Banks, Utilities Superintendent, City of Buckley



Mr. Dave Schmidt  
October 19, 2017  
Page 2

**CITY OF BUCKLEY – DESIGN ENGINEERING SERVICES FOR 2018  
UTILITIES PROJECT**

Gray & Osborne, Inc. is hereby authorized to proceed with the engineering services as noted herein and under the terms and conditions of our current General Engineering Services Contract dated September 14, 2011, for a cost not to exceed \$131,300 as noted herein without further specific written and additional authorization from the City.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT “A”**  
**SCOPE OF WORK**  
**CITY OF BUCKLEY**  
**2018 UTILITIES PROJECT**

**PROJECT OVERVIEW**

The City of Buckley plans to complete its 2018 Utilities Project, to include water mains, sanitary sewer mains, storm drainage, and associated road and alley surface restoration. The City has requested a scope of work for engineering services to design the 2018 Utilities Project. The Project includes the following locations and descriptions:

**Water Mains**

- Edith from Park to Dundass (replacement of 380 lineal feet of 8-inch main);
- Balm from 4<sup>th</sup> to Ewing (replacement of 520 lineal feet of 8-inch main);
- Ewing from Dundass to Balm (replacement of 270 lineal feet of 8-inch main);
- C Street from Main to School Parking Lot (replacement of 280 linear feet of 8-inch main).

**Sanitary Sewer Mains**

- Sewer realignment and diversion at the intersection of Park, River and A Street, including installation of new manholes and 18-inch or 24-inch sanitary sewer main;
- Alley east of Edith from Park to Dundass (replacement of 450 linear feet of 8-inch main);
- Alley west of Edith from Park to Dundass (replacement of 450 linear feet of 8-inch main);
- Ewing from Dundass to Balm (installation of 300 linear feet of 8-inch main)

**Storm Drainage**

- C Street from Main to School Parking Lot (replacement of 310 linear feet of 24-inch and 30-inch lines);
- SR 410 ditch to Buckley Plaza (installation of 60 linear feet of 12-inch line);
- Replacement of subgrade settlement areas adjacent to catch basins at eight to 10 locations.

The estimated construction cost of the proposed project is \$1,206,000. The scope of work includes engineering services through the design portion of the project only. The design work is anticipated to be completed by early Spring of 2018 to allow for construction to proceed in the Summer of 2018.

More specifically, the work will include the following tasks:

## **DESIGN**

### **Task 1 – Project Management and Oversight**

Objective: Provide overall project management and oversight of the project work by the Principal-in-Charge and Project Manager.

- A. Provide overall project management and oversight services, to include:
- Procure sufficient staff resources to dedicate to the project.
  - Prepare and execute subconsultant contracts.
  - Manage subconsultant work.
  - Manage and control project budget and schedule.
  - Manage and provide monthly progress reports and invoices.
- B. Coordinate responses and incorporate City review comments on design submittals.

### **Task 2 – Geotechnical Report**

Objective: Obtain geotechnical information and recommendations regarding subsurface information for sanitary sewer trenches and pavement repair information for the various project locations.

### **Task 3 – Permitting**

Objective: Prepare SEPA Checklist for environmental determination by the City. Prepare applications and obtain City right-of-way and land disturbing activity permits, as applicable for the project locations.

### **Task 4 – Design Plans**

Objective: Prepare draft design plans in City approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, cross-sections, special notes, special details, etc.

- A. Complete topographical survey of project alignments for basis of design.

- B. Utilize available information from utility companies for type and location of non-City utilities, including gas, power, cable, phone, and fiber optics.

#### **Task 5 – Design Specifications**

Objective: Prepare draft project specifications in CSI format. Specifications to include City-approved proposal, agreement/contract, bonds, and general conditions documents.

#### **Task 6 – Cost Estimates**

Objective: Calculate bid quantities and prepare construction cost estimates.

#### **Task 7 – Bid Documents**

Objective: Prepare final design plans and specifications for use as bid documents suitable for bidding, award, and construction of the project. Specifications will be prepared in CSI format, adhering to City codes and state guidelines where and when applicable. Plans shall be prepared in City-approved format to include plan and profile sheets and special details.

#### **Task 8 – Bid and Award Services**

Objective: Provide bid and award services.

- A. Distribution of bid documents to contractors and plan centers will be accomplished through the Gray & Osborne website.
- B. Response to contractor inquiries and preparation of addenda as necessary.
- C. Review of bids, preparation of bid tabulation, and preparation of an award recommendation letter.

#### **Task 9 – Quality Assurance/Quality Control**

- A. Oversee two, in-house, quality assurance/quality control (QA/QC) meetings at G&O's office during the course of the design project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired).
- B. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

## **BUDGET**

The maximum amount payable to the Engineer for completion of work associated with this scope of work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, is set forth in the attached Exhibit B. This amount will not be exceeded without prior written authorization of the City.

## **DELIVERABLES**

At the conclusion of the design effort and during the course of the project, as applicable, the Engineer will deliver to the City the following documents:

- Two copies of full-scale plans, half-scale plans, and project specifications at 50 percent and 90 percent design effort levels.
- One electronic set of final bid documents, plans and specifications (PDF).

**EXHIBIT B**

**ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST**

*City of Buckley - 2018 Utilities Project*

<b>Tasks</b>	<b>Principal Hours</b>	<b>Project Manager Hours</b>	<b>Project Engineer Hours</b>	<b>AutoCAD Technician Hours</b>	<b>Land Surveyor Hours</b>	<b>Survey Crew Hours</b>
1 Project Management and Oversight	12	32				
2 Geotechnical Report		2	4			
3 Permitting		2	8			
4 Design Plans	16	54	172	240	16	56
5 Design Specifications	12	40	100			
6 Cost Estimates	6	16	36			
7 Bid Documents	8	16	64	80		
8 Bid and Award Services	2	4	6			
9 Quality Assurance/Quality Control	12	16	16			
Hour Estimate:	68	182	406	320	16	56
Estimated Fully Burdened Billing Rate:*	\$160	\$135	\$110	\$85	\$125	\$175
Fully Burdened Labor Cost:	\$10,880	\$24,570	\$44,660	\$27,200	\$2,000	\$9,800

Total Fully Burdened Labor Cost: \$ 119,110

Direct Non-Salary Cost:

    Mileage & Expenses (mileage @ current IRS rate) \$ 750

    Printing \$ 440

Subconsultant:

    Geotechnical (PanGEO, Inc.) \$ 10,000

    Subconsultant Overhead (10%) \$ 1,000

**TOTAL ESTIMATED COST: \$ 131,300**

\* Actual labor cost will be based on each employees actual rate. Estimated rates are for determining total estimated cost only. Fully burdened rates include direct salary cost, overhead, and profit.

## D. CONSENT AGENDA

## City Council

October 10, 2017

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

Upon roll call the following members were present: Boyle Barrett, Sundstrom, B. Burkett, Tremblay, S. Burkett, Rose and Leggett. Also in attendance was City Administrator Schmidt.

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

### CITIZEN PARTICIPATION

There were no speakers.

### STAFF REPORTS

City Administrator Schmidt stated he has nothing to report; his focus has been on the budget.

### MAIN AGENDA

#### Public Hearing: 6-Mos. Ext. of Emergency Interim Zoning Regs – Marijuana Buffer Regs:

Mayor Johnson recessed the City Council meeting and opened the Public Hearing at 7:03 PM. There were no speakers. Mayor Johnson closed the Public Hearing and reconvened the City Council meeting at 7:04 PM.

#### ORD No. 17-17: Extending Emergency Interim Zoning Regs – Marijuana Buffer Regs:

Council member Sundstrom moved to extend the interim moratorium an additional 6 months by ordinance 17-17. Council member S. Burkett seconded the motion. Upon roll call vote, motion carried 7/0.

#### Scope of Work – G&O Eng. Proposal – Slow Sand Pilot Study:

Council member S. Burkett moved to approve the G&O Engineering Proposal for WTP Slow Sand Pilot Study. Council member Boyle Barrett seconded the motion. Motion carried.

**Final Acceptance – SR410 Realignment Project Driveway Improvement Project:**

**Council member Rose moved to approve final acceptance of the SR410 Realignment Driveway Improvement Project. Council member Leggett seconded the motion. Motion carried.**

**CONSENT AGENDA**

**Council member Boyle Barrett moved for approval of the Consent Agenda. Council member Leggett seconded the motion. Motion carried.**

Approve Minutes of September 26, 2017 City Council Meeting

Approve Minutes of October 3, 2017 City Council Study Session

Claim check numbers 57317 through 57413 in the amount of \$342,075.56, for the period of August 23, 2017 through September 12, 2017. Claim numbers 57414 through 57438 in the amount of \$36,343.86 for the period of September 13, 2017 through September 26, 2017. Payroll check numbers 36717 through 36760 in the amount of \$78,566.28; and EFT Payroll in the amount of \$272,379.99 for the month of September, 2017.

**COMMITTEE REPORTS**

**Mayor's Report:**

Mayor Johnson updated everyone on Ellen's condition and said there will be a benefit dinner auction on Friday, November 3<sup>rd</sup>. More information will be coming on that.

**Administration, Finance & Public Safety:**

Council member Boyle Barrett reported that they've had two meetings mostly to discuss the budget. Also, D.A. Davidson attended our last meeting and addressed the committee about possibly refinancing the fire station bonds, and we will be moving forward with that; there will be more information coming. City Administrator Schmidt provided more information about the refinancing and discussed the benefits of refinancing. They also looked at and discussed options for a new health care plan for City employees; theirs is going away. The RFQ for a new municipal court judge went out. City Administrator Schmidt stated that the deadline for applications on that position is October 19<sup>th</sup>. Their next meeting is next Tuesday at 9:30 AM. One last thing regarding public safety, there is an addendum to the 911 contract for a records management system. It will cost us some money and we will be changing systems, but it will be coming to the meeting on the 24<sup>th</sup>.

**Transportation & Utilities:**

They haven't had a meeting since the last Council meeting. They have a meeting scheduled for October 17<sup>th</sup>. Also, South Sound Alliance will be meeting on Thursday in Kent, at Kent Commons, at 5:30 PM. Kent Commons is located at 525 4<sup>th</sup> Avenue North, Kent.

**Community Services:**

They will be meeting on October 19<sup>th</sup>. They will meet at 3:30 for a brief design review and then they will have their budget meeting at 4 PM. The meeting will be at City Hall.

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

There were no comments.

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

**With nothing further the meeting was adjourned at 7:25 PM.**

---

Mayor

---

City Administrator

## E. COMMITTEE REPORTS