



BUCKLEY CITY COUNCIL MEETING AGENDA
November 13, 2018
Multi-Purpose Center, 811 Main Street
City Council Meeting
Opening 7:00 P.M.

Call to Order
Pledge of Allegiance
Roll Call of Council Members

Next Ordinance #17-18
Next Resolution #18-08
Next Agenda Bill #AB18-089

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. Public Hearing: 2019 Property Tax and 2019 EMS Tax | Pg. 10 |
| 2. Public Hearing: 2019 Proposed Budget | Pg. 12 |
| 3. ORD No. _____-18: 2019 Property Tax Levy Certification | Pg. 17 |
| 4. ORD No. _____-18: 2019 EMS Levy Certification | Pg. 22 |
| 5. ORD No. _____-18 Amending BMC Section 19.20.130 Use Table | Pg. 27 |
| 6. Washington State Health Care Authority, Intergovernmental Transfer Contract | Pg. 49 |
| 7. Authorizing – Recruitment & Retention Coordinator | Pg. 70 |
| 8. Reimbursement to Central Pierce Fire and Rescue for GEMT Consultant Services | Pg. 71 |
| 9. ILA – 2017 SAFER Grant | Pg. 80 |

D. Consent Agenda

Pg. 81

- | | |
|--|--|
| 10. A. Approve Minutes of October 23, 2018, City Council Meeting | |
| Approve Minutes of October 30, 2018, City Council Study Session | |
| Approve Minutes of November 6, 2018, City Council Study Session | |
| B. Transfer Voucher | |

E. Committee Reports

- | | |
|---|------------|
| 11. Mayor's Report | Johnson |
| 12. Administration, Finance & Public Safety | Tremblay |
| 13. Transportation & Utilities | B. Burkett |
| 14. Community Services | S. Burkett |
| 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

November 2018

Nov. 12	10:30 AM	Buckley Hall Board VETERAN'S DAY OBSERVED
Nov. 13	9:30 AM	Admin, Finance, & PS (City Hall)
Nov. 13	7:00 PM	City Council
Nov. 19	7:00 PM	Planning Commission
Nov. 20	7:00 PM	Transportation & Utilities (City Hall)
Nov. 27	9:30 AM	Admin, Finance & PS (City Hall)
Nov. 27	7:00 PM	City council
Nov. 29	1:00 PM	Community Services

The above meetings will be held in the Multi-Purpose Center located at 811 Main Street unless otherwise noted.
Last Revised November 8, 2018

November 2018



Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4 <i>Daylight Saving Time Ends</i>	5 <i>7 Planning Commission</i>	6 <i>7 Council Workshop—”Final Budget Presentations”</i>	7	8	9	10
11 	12 <i>City Offices Closed for Veteran’s Day.</i>	13 <i>9:30 Admin/Fin & PS 7 Council Meeting</i>	14	15	16	17
18	19 <i>7 Planning Commission</i>	20 <i>7 Transportation & Utilities</i>	21	22 	23	24
25	26	27 <i>9:30 Admin/Fin & PS 7 Council Meeting</i>	28	29 <i>1 Community Services</i>	30	

Fall Meeting Schedule
“2019”
Budget
Preparation

November 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6 <i>Council Workshop - “Final Departmental Budget Presentations”</i>	7	8	9	10
11	12	13 <i>Council-Public Hear- ings (Budget & Levy)</i>	14	15	16	17
18	19	20	21	22 <i>Thanksgiving- Holiday</i>	23 <i>Thanksgiving- Holiday</i>	24
25	26	27 <i>Council - Set Proper- ty Tax—Final Budget Discussion</i>	28	29	30	

December 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 <i>Council Workshop</i>	5	6	7	8
9	10	11 <i>Council— Adopt Final 2019 Budget</i>	12	13	14	15
16	17	18	19	20	21	22
23	24	25 <i>Holiday—Christmas</i>	26	27	28	29
30	31					

A. CITIZEN PARTICIPATION

B. STAFF REPORTS

C. MAIN AGENDA



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Public Hearing: 2018 Property Tax and EMS Levy Cost Impact: N/A Fund Source: N/A Timeline: N/A	Agenda Date: November 13, 2018		AB18-089
	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 – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
Attachments: Property Tax/EMS Levy Memo			
SUMMARY STATEMENT: Pursuant to State Law, the City Council is required to conduct a Public Hearing on the upcoming year’s Property Tax and EMS Levies.			
COMMITTEE REVIEW AND RECOMMENDATION: Presented to A/F/PS on 11/13/2018			
RECOMMENDED ACTION: N/A			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
11/13/2018	Public Hearing Only		

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

Date: October 31, 2018

RE: 2019 Property Tax/EMS Levy

The public hearing for Tuesday night is in response to the adoption of the 2019 Property Tax and EMS Levies.

Property Tax Levy:

- A. The highest levy rate for 2019 at the maximum 101% limit is \$946,806.04.
- B. New construction in the City totaled \$22,800,906 generating an additional \$41,407.58 in tax.
- C. Regular property tax limit therefore is A + B, which is \$988,213.62
- D. Total assessed valuation of property within the city including new construction equals \$591,847,906.
- E. Levy rate for 2019 is C divided by D times 1,000/assessed valuation, which is equal to \$1.669708732326/1,000 assessed valuation.
- F. Anticipated refund amount is equal to \$9,623.28.
- G. Total allowable levy C + F is equal to **\$997,836.90**.
- H. Maximum amount of levy allowed under statutory limitations of \$3.10000000/1,000 assessed valuation **\$1,834,728.51** which would result in an additional **\$836,891.61** in property tax revenue.

EMS Levy:

- A. The highest EMS levy rate for 2019 at the maximum 101% limit is \$239,086.55.
- B. New construction in the City totaled \$22,800,906 generating an additional \$10,462.03 in tax.
- C. Regular property tax limit therefore is A + B, which is \$249,548.58
- D. Total assessed valuation of property within the city including new construction equals \$591,847,906.
- E. Anticipated refund amount is equal to \$2,424.04.
- F. Total allowable levy C + F is equal to **\$251,972.62**.



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT:		Agenda Date: November 13, 2018	AB18-090
Public Hearing: 2019 Proposed Budget	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 – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		X
	Building Official – Mike Deadmond		X
	Fire Dept – Chief Predmore		X
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		X
	Police Dept – Chief Arsanto		X
	Municipal Court – Jessica Cash		X
	PW/Utilities – Chris Banks		X
Attachments: Public Hearing Notice and Draft Ordinance			
SUMMARY STATEMENT: Pursuant to State Law, the City Council is required to conduct a Public Hearing on the proposed 2019 budget.			
COMMITTEE REVIEW AND RECOMMENDATION: Full Council 10/30/2018 & 11/06/2018			
RECOMMENDED ACTION: N/A			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
11/13/2018	Public Hearing Only		



**NOTICE OF PUBLIC HEARING
2019 PROPOSED BUDGET
CITY OF BUCKLEY**

NOTICE IS HEREBY GIVEN that the Buckley City Council will hold a **Public Hearing** shortly after 7:00 PM at a City Council meeting on **Tuesday, November 13, 2018**, at the Buckley Multipurpose Building at 811 Main Street, Buckley. The purpose of the Public Hearing is to solicit public input and comment from interested individuals or groups on the **2019 PROPOSED BUDGET**.

Each person wishing to speak at this Public Hearing will take the podium, clearly state his or her name and full address for the record, and will be allowed three (3) minutes in which to voice their comments and/or concerns on the matter at hand. Speakers are asked to avoid repetitious or irrelevant comments, and personal attacks will not be tolerated. **Questions will not be taken at this time.** If you have questions, please contact the City as indicated below, in advance of the Public Hearing.

Buckley does not discriminate on the basis of disabilities. If you need special accommodations, please contact City Hall within three business days prior to the Public Hearing at (360) 761-7801.

Comments may be presented orally at the Public Hearing or submitted in writing to City Administrator Dave Schmidt at PO Box 1960, Buckley, WA 98321 or by email at dschmidt@cityofbuckley.com, prior to 5:00 pm on Monday, November 12, 2018. Questions may be answered by contacting City Staff at (360) 761-7801. A copy of the preliminary proposed budget will be available at City Hall on Monday, November 12, 2018.

DATED this 25th day of October 2018.

Posted: October 25, 2018

Published: October 31, 2018, and November 7, 2018

CITY OF BUCKLEY, WASHINGTON

ORDINANCE NO. ____ - 18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON, ADOPTING THE 2019 FINAL BUDGET FOR THE CITY OF BUCKLEY BY REFERENCE.

WHEREAS, the Mayor of the City of Buckley, Washington completed and placed on file, with the City Administrator, a proposed budget and estimate of the money required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of the City of Buckley for the fiscal year ending December 31, 2019; and

WHEREAS, the 2019 Budget was the subject matter at a Public Hearing held on November 13, 2018, for which proper publication and posting was made according to law; and

WHEREAS, the City Council did meet at this time and did then consider the matter of the 2019 Budget; and

WHEREAS, the 2019 Budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Buckley for the purposes set forth in the 2019 Budget, and the estimated expenditures set forth in the 2019 Budget are all necessary to carry on the government of the City of Buckley for the Year 2019 and are sufficient to meet the various needs of the City of Buckley during that period.

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

Section 1. The 2019 Final Budget for the City of Buckley is hereby adopted by reference. The final budget is on file with the City Administrator and available for inspection by the public at City Hall, 933 Main Street, Buckley, Washington, during normal business hours.

Section 2. Estimated resources, including fund balances or working capital for each separate fund of the City of Buckley, and aggregate totals (net of transactions between funds) for all such funds combined, for the Year 2019, are set forth in summary form on Exhibit A attached hereto; and are hereby appropriated for expenditure at the fund level during the Year 2019 as set forth on the attached.

Section 3. The City Administrator is directed to transmit a certified copy of the Budget hereby adopted to the State Auditor's Office and the Association of Washington Cities.

Section 4. This Ordinance shall be in full force and take effect five (5) days after its publication according to law.

Section 5. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Introduced, passed, and approved this 27th day of November 2018.

Pat Johnson, Mayor

ATTEST:

Trevia Percival, City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

PUBLISHED: _____, 2018

EFFECTIVE: _____, 2018

EXHIBIT A

2018 City Budget				
Fund Number	Fund Name	Revenues	Expenditures	Unreserved Ending Fund Balance
001	General Expense	\$6,335,813	\$5,382,053	\$953,760
002	GF Contingency	\$211,383	\$0	\$211,383
003	GF Cumulative Reserve	\$5,118,465	\$103,000	\$5,015,465
004	Cemetery Operations	\$25,011	\$5,041	\$19,970
007	Police Equipment Reserve	\$487,763	\$259,000	\$228,763
008	RR ROW Development	\$126,584	\$27,730	\$98,854
030	Fire Equip Reserve	\$1,158,250	\$1,158,250	\$0
035	Park Construction	\$213,647	\$196,250	\$17,397
101	Street Operations	\$262,505	\$248,206	\$14,299
102	Arterial Street Capital	\$772,006	\$385,131	\$386,875
103	Transportation Benefit District	\$109,256	\$106,002	\$3,253
105	EMS	\$528,829	\$342,500	\$186,329
109	Criminal Justice & Drug Enforce	\$231,961	\$72,000	\$159,961
134	Fire Construction	\$220,729	\$6,400	\$214,329
136	Visitor Promotion	\$164,278	\$28,510	\$135,768
202	Fire Station Construction Bond	\$343,050	\$274,020	\$69,030
307	Capital Improvement	\$828,166	\$438,254	\$389,912
308	Comprehensive Plan Capital Imp	\$410,784	\$141,656	\$269,127
401	Natural Gas Operations	\$5,902	\$5,225	\$677
402	Water/Sewer Operations	\$3,593,786	\$3,358,908	\$234,878
403	Solid Waste Operations	\$1,137,773	\$1,110,257	\$27,516
405	Sewer Construction	\$2,406,351	\$1,764,709	\$641,642
406	Water Construction	\$750,602	\$622,722	\$127,880
407	Stormwater Operations	\$600,351	\$596,471	\$3,879
408	Stormwater Construction	\$2,062,203	\$934,985	\$1,127,218
430	Utility Equipment Reserve	\$275,539	\$83,500	\$192,039
631	Muni Court Trust	\$413,204	\$400,000	\$13,204
701	Cemetery Endowment	\$182,951	\$1,000	\$181,951
	Total	\$28,977,144	\$18,051,782	\$10,925,363



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Ordinance Adopting 2019 Property Tax Levy	Agenda Date: November 13, 2018		AB18-091
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
Attachments: Ordinance, Memorandum, and Levy Certification Information			
SUMMARY STATEMENT: See attached memorandum and levy certification information.			
COMMITTEE REVIEW AND RECOMMENDATION: Presented to A/F/PS on 11/13/2018			
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 17-18 Adopting the 2019 Property Tax Levy.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
11/13/2018			

CITY OF BUCKLEY, WASHINGTON

ORDINANCE NO. __-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON, CERTIFYING THE 2019 REGULAR AD VALOREM TAX LEVY UPON REAL PROPERTY.

WHEREAS, the City Council of the City of Buckley has met and considered its budget for the calendar year 2019; and

WHEREAS, the district's actual levy amount from the previous year was \$937,617.90; and

WHEREAS, the City Council of the City of Buckley attest that the city population is less than 10,000; now therefore

THE CITY COUNCIL OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Be it ordained by the governing body of the taxing district that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2019 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$9,188.14 which is a percentage of 0.979945% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, and annexations that have occurred and refunds made.

Section 2. If any provision of this Ordinance is held invalid, such invalidity shall not effect any other provisions, or the application thereof, which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 3. This Ordinance shall be in full force and effect five (5) days from and after its passage, approval and posting as provided by law. A summary of this Ordinance may be published in lieu of publishing the Ordinance in its entirety.

Introduced, passed, and approved this 13th day of November 2018.

Pat Johnson, Mayor

ATTEST:

Treva Percival, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

Phil A. Olbrechts

Published: _____, 2018
Effective: _____, 2018

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

Date: October 31, 2018

RE: 2019 Property Tax/EMS Levy

The public hearing for Tuesday night is in response to the adoption of the 2019 Property Tax and EMS Levies.

Property Tax Levy:

- A. The highest levy rate for 2019 at the maximum 101% limit is \$946,806.04.
- B. New construction in the City totaled \$22,800,906 generating an additional \$41,407.58 in tax.
- C. Regular property tax limit therefore is A + B, which is \$988,213.62
- D. Total assessed valuation of property within the city including new construction equals \$591,847,906.
- E. Levy rate for 2019 is C divided by D times 1,000/assessed valuation, which is equal to \$1.669708732326/1,000 assessed valuation.
- F. Anticipated refund amount is equal to \$9,623.28.
- G. Total allowable levy C + F is equal to **\$997,836.90**.
- H. Maximum amount of levy allowed under statutory limitations of \$3.10000000/1,000 assessed valuation **\$1,834,728.51** which would result in an additional **\$836,891.61** in property tax revenue.

EMS Levy:

- A. The highest EMS levy rate for 2019 at the maximum 101% limit is \$239,086.55.
- B. New construction in the City totaled \$22,800,906 generating an additional \$10,462.03 in tax.
- C. Regular property tax limit therefore is A + B, which is \$249,548.58
- D. Total assessed valuation of property within the city including new construction equals \$591,847,906.
- E. Anticipated refund amount is equal to \$2,424.04.
- F. Total allowable levy C + F is equal to **\$251,972.62**.



Pierce County

Mike Lonergan, Assessor-Treasurer

2401 South 35th Street
Tacoma, WA 98409-7498
(253) 798-6111 FAX (253) 798-3142
ATLAS (253) 798-3333
www.piercecountywa.org/atr

TAX LEVY LIMIT 2018 FOR 2019

**BUCKLEY
< 10,000**

REGULAR TAX LEVY LIMIT:

	2017
A. <u>Highest regular tax which could have been lawfully levied beginning with the 1985 levy</u> [refund levy not included] times limit factor (as defined in RCW 84.55.005).	937,431.72 1.01 946,806.04
B. Current year's assessed value of new construction, improvements and wind turbines in original districts before annexation occurred times last year's levy rate (if an error occurred or an error correction was made in the previous year, use the rate that would have been levied had no error occurred).	22,800,906 1.816049750694 41,407.58
C. Current year's state assessed property value in original district if annexed less last year's state assessed property value. The remainder to be multiplied by last year's regular levy rate (or the rate that should have been levied).	7,418,952 7,418,952 0.00 1.816049750694 0.00
D. REGULAR PROPERTY TAX LIMIT (A + B + C)	988,213.62

ADDITIONAL LEVY LIMIT DUE TO ANNEXATIONS:

E. To find rate to be used in F, take the levy limit as shown in Line D above and divide it by the current assessed value of the district, excluding the annexed area.	988,213.62 591,847,906 1.669708732326
F. Annexed area's current assessed value including new construction and improvements times rate found in E above.	0.00 1.669708732326 0.00
G. NEW LEVY LIMIT FOR ANNEXATION (D + F)	988,213.62

LEVY FOR REFUNDS:

H. RCW 84.55.070 provides that the levy limit will not apply to the levy for taxes refunded or to be refunded pursuant to Chapters 84.68 or 84.69 RCW. (D or G + refund if any)	988,213.62 9,623.28 997,836.90
I. TOTAL ALLOWABLE LEVY AS CONTROLLED BY THE LEVY LIMIT (D,G,or H)	997,836.90
J. Amount of levy under statutory rate limitation.	591,847,906 3.100000000000 1,834,728.51
K. LESSER OF I OR J	997,836.90

1.685968450240



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: ORD No. 18-18 Setting the 2019 EMS Tax Levy	Agenda Date: November 13, 2018		AB18-092
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
Attachments: Ordinance, Memorandum, and EMS Levy Documents			
SUMMARY STATEMENT: See attached memorandum and levy certification information.			
COMMITTEE REVIEW AND RECOMMENDATION: Presented to A/F/PS on 11/13/2018			
RECOMMENDED ACTION: Move to Adopt Ordinance 18-18 Adopting the 2019 EMS Tax Levy.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
11/13/2018			

CITY OF BUCKLEY, WASHINGTON

ORDINANCE NO. __-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON, CERTIFYING THE 2019 EMERGENCY MEDICAL SERVICE AD VALOREM TAX LEVY UPON REAL PROPERTY.

WHEREAS, the City Council of the City of Buckley has met and considered its budget for the calendar year 2019; and

WHEREAS, the district's actual EMS levy amount from the previous year was \$236,898.32; and

WHEREAS, the City Council of the City of Buckley attest that the city population is less than 10,000; now therefore

THE CITY COUNCIL OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Be it ordained by the governing body of the taxing district that an increase in the Emergency Medical Services property tax levy is hereby authorized for the levy to be collected in the 2019 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$2,188.23 which is a percentage of 0.9237% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, and annexations that have occurred and refunds made.

Section 2. If any provision of this Ordinance is held invalid, such invalidity shall not effect any other provisions, or the application thereof, which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 3. This Ordinance shall be in full force and effect five (5) days from and after its passage, approval and posting as provided by law. A summary of this Ordinance may be published in lieu of publishing the Ordinance in its entirety.

Introduced, passed, and approved this 13th day of November 2018.

Pat Johnson, Mayor

ATTEST:

Treva Percival, City Clerk

**APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:**

Phil A. Olbrechts

Published: _____, 2018
Effective: _____, 2018

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

Date: October 31, 2018

RE: 2019 Property Tax/EMS Levy

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Pierce County

Mike Lonergan, Assessor-Treasurer

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www.piercecountywa.org/atr

TAX LEVY LIMIT 2018 FOR 2019

**BUCKLEY EMS
< 10,000**

3rd/Perm

REGULAR TAX LEVY LIMIT:

2017

A. <u>Highest regular tax which could have been lawfully levied beginning with the 1985 levy</u> [refund levy not included] times limit factor (as defined in RCW 84.55.005).	236,719.36
	1.01
	239,086.55
B. Current year's assessed value of new construction, improvements and wind turbines in original districts before annexation occurred times last year's levy rate (if an error occurred or an error correction was made in the previous year, use the rate that would have been levied had no error occurred).	22,800,906
	0.458842706582
	10,462.03
C. Current year's state assessed property value in original district if annexed less last year's state assessed property value. The remainder to be multiplied by last year's regular levy rate (or the rate that should have been levied).	7,418,952
	7,418,952
	0.00
	0.458842706582
	0.00
D. REGULAR PROPERTY TAX LIMIT (A + B + C)	249,548.58

ADDITIONAL LEVY LIMIT DUE TO ANNEXATIONS:

E. To find rate to be used in F, take the levy limit as shown in Line D above and divide it by the current assessed value of the district, excluding the annexed area.	249,548.58
	591,847,906
	0.421643095281
F. Annexed area's current assessed value including new construction and improvements times rate found in E above.	0.00
	0.421643095281
	0.00
G. NEW LEVY LIMIT FOR ANNEXATION (D + F)	249,548.58

LEVY FOR REFUNDS:

H. RCW 84.55.070 provides that the levy limit will not apply to the levy for taxes refunded or to be refunded pursuant to Chapters 84.68 or 84.69 RCW. (D or G + refund if any)	249,548.58
	2,424.04
	251,972.62
I. TOTAL ALLOWABLE LEVY AS CONTROLLED BY THE LEVY LIMIT (D,G,or H)	251,972.62
J. Amount of levy under statutory rate limitation.	591,847,906
	0.500000000000
	295,923.95
K. LESSER OF I OR J	251,972.62

0.425738809696



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Amending BMC Section 19.20.130, Use table, which shows all permitted, prohibited, and conditional uses in the city, to prohibit construction / contractors yards and mini-storages and mini-warehouses	Agenda Date: November 13, 2018 AB18-093		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival		X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James	X	X
Police Dept – Chief Arsanto			
Municipal Court – Jessica Cash			
	PW/Utilities – Chris Banks		
Attachments: recommended ordinance, commission findings and recommendation, public comment			
SUMMARY STATEMENT: The city council requested the council review the two uses and transmit its recommendation to the council as swiftly as possible.			
COMMITTEE REVIEW AND RECOMMENDATION: Planning Commission Public Hearing on November 5, 2018. Planning Commission recommends approving this Ordinance.			
RECOMMENDED ACTION: Move to Approve Ordinance No. 19-18 Amending BMC Section 19.20.130 Use Table.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
11/13/2018			

ORDINANCE NO. ____-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON, AMENDING TWO ITEMS IN BMC SECTION 19.25.130 TO PROHIBIT CONSTRUCTION/CONTRACTORS YARDS, MINI-STORAGES, AND MINI-WAREHOUSES IN THE GENERAL COMMERCIAL ZONE PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the zoning Ordinance is a system of regulations that periodically needs to be amended; and

WHEREAS, the City is undergoing growth that if left unchecked could prevent desirable uses from occurring in the General Commercial Zone; and

WHEREAS, the area that can be zoned General Commercial use is limited; and

WHEREAS, the City desires uses in this zone to provide taxes to support the infrastructure and provision of resources; and

WHEREAS, a determination of non-significance was issued September 20, 2018, in accordance with the State Environmental Policy Act; and

WHEREAS, the Washington state Department of Commerce granted the request for expedited review for the proposed change in development regulations under Material Identification Number (MID#) 25296 on September 20, 2018; and

WHEREAS, the Planning Commission conducted a Public Hearing on this proposal on November 5, 2018; and

WHEREAS, the Planning Commission recommends approval of the Ordinance;

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

Section 1. Two unnumbered subsections of the table in BMC Section 19.20.130 are hereby amended to change the conditional uses for Construction/Contractors yards and Mini-Storages and Mini-Warehouses to prohibited uses, as follows (only these identified uses are shown):

DISTRICT:	Frontage zone³	LI	GC	CC	HC	P	NMU	HDR	R-6,000	R-8,000	R-20,000	S²
Construction/contractors yards	X	P	EX	X	X	X	X	X	X	X	X	X
Mini-storages and mini-warehouses	X	P	EX	X	X	X	X	X	X	X	X	X

Section 2. Copy to the Department of Commerce. Pursuant to RCW 36.70A.106, the City Administrator is hereby authorized and directed to provide a copy of this Ordinance to the State Department of Commerce within 10 days of adoption.

Section 3. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 4. Effective date. This Ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after publication.

APPROVED by the Buckley City Council this 13th day of November 2018.

MAYOR, PAT JOHNSON

ATTEST/AUTHENTICATED:

CITY CLERK, TREVA PERCIVAL

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY:

BY _____

Published : _____, 2018
Effective: _____, 2018

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. City of Buckley Planning Commission

Subject. Commission Report: Findings, Conclusions, and Recommendation

Hearing. Monday, November 5, 2018, 7 p.m.
City of Buckley Multi-Purpose Center
811 Main Street
Buckley, WA 98321

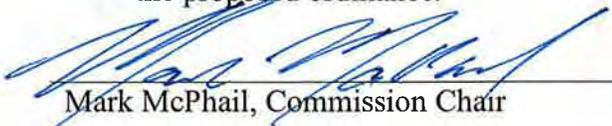
II. CONCLUSION & RECOMMENDATION.

A. Comprehensive Plan.

As shown in Section VI of this report, the proposed ordinance meets the listed applicable goals and policies of the comprehensive plan.

B. Buckley Municipal Code.

Based upon a review of facts and findings in Sections III-V of this report and in a review of comments presented at the public hearing, the planning commission determines that the proposed ordinance is consistent with the Buckley Municipal Code. Staff is instructed to forward the commission's recommendation to the city council to recommend approval of the proposed ordinance.


Mark McPhail, Commission Chair

11-5-18
Date

III. BASIC INFORMATION

A. Application Information

1. Source of Request.

City Council.

2. Staff Contact.

City Planner Kathy James.

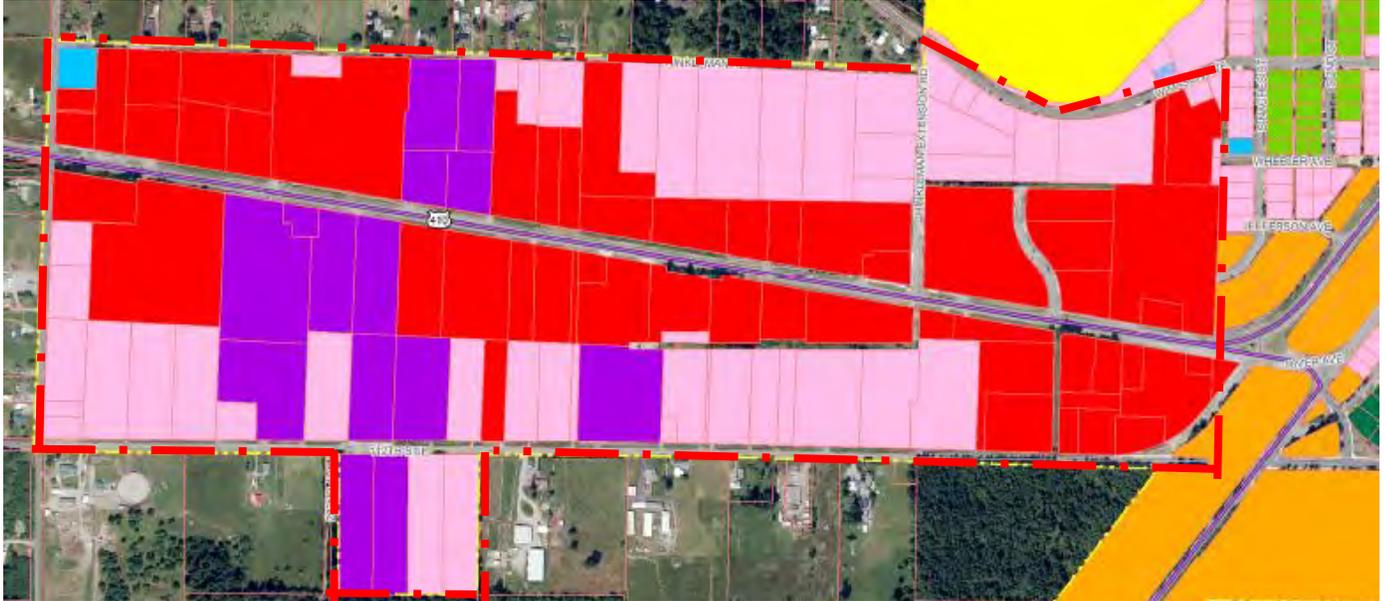
3. Land Characteristics.

a. Land Use. The subject area is between Mundy-Loss Road and just east of the old "Rose's IGA" site, and between Hinkleman Road and 112th, as shown on Map 1, which shows the area in a red boundary. Uses in this area include contractor services, mini-warehousing, general warehousing (storage), auto services, gas stations, and single family residences.

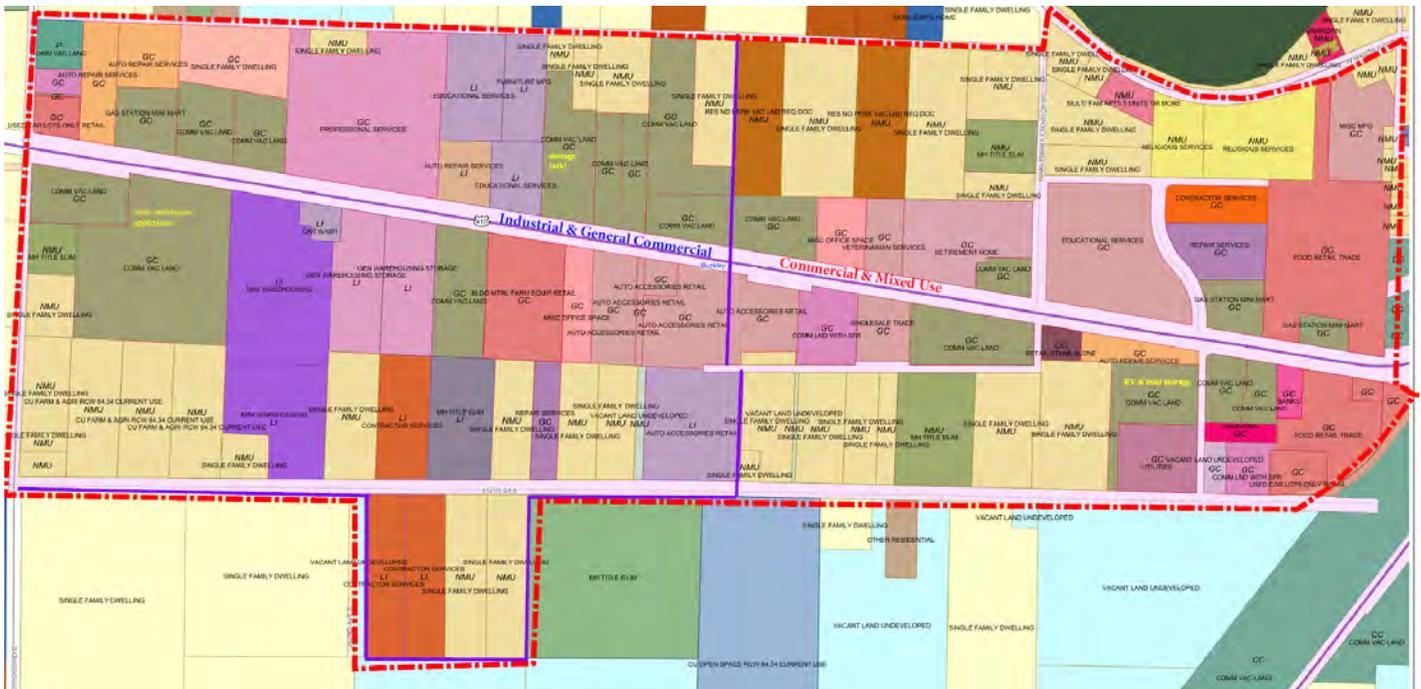
b. Terrain & Vegetation. The city is atop the Osceola flow, which formed about 5,600 years ago during the Holocene period after an eruption of Mount Rainier. The mud is more like clay and is about 25 feet deep under a narrow field of topsoil. It acts like a shield that prevents water infiltration into the sublayers under the hardened mud.

c. Neighboring Zoning. The city contains 11 zones ranging from light industrial to low

density residential (one unit/20,000 square feet of land). In this area, the General Commercial (GC) zone (red on the map below) is adjacent to the Light Industrial (LI) zone (purple on the map below) and Neighborhood Mixed Use (NMU) zone (pink on the map below), with a small portion of the GC zone adjacent to the Central Commercial zone (CC) (orange).



Map 2. 2015 Zoning map



Map 1. Map showing uses, zoning, and comprehensive plan designations

- d. **Use list.** According to the assessor’s record, the **GC** zone contains 23 uses, one of the uses under review is highlighted:

AUTO ACCESSORIES RETAIL	PROFESSIONAL SERVICES
AUTO REPAIR SERVICES	REPAIR SERVICES
BANKS	RETAIL STAND ALONE
BLDG MTRL FARM EQUIP RETAIL	RETIREMENT HOME
COMM LND WITH SFR	SINGLE FAMILY DWELLING
COMM VAC LAND	UNKNOWN
CONTRACTOR SERVICES	USED CAR LOTS ONLY RETAIL
EDUCATIONAL SERVICES	UTILITIES
FOOD RETAIL TRADE	VACANT LAND UNDEVELOPED
GAS STATION MINI MART	VETERINARIAN SERVICES
MISC MFG	WHOLESALE TRADE
MISC OFFICE SPACE	

Applications for storage and/or contractor yards are being requested. These are marked with yellow writing on Map 1. From west to east, the large parcel applied for a CUP for a mini-storage facility with retail out front; the next on the north of SR 410 is a storage facility that has not yet applied; the farthest east is a RV and boat storage yard.

- e. **Character concern.** A concern stated by the administrator was that the particular uses would not express the character of the city. Please see Section V of this report for more information.
- f. **Financial rationale.** The city is largely a residential town with a limited tax base. Former commissioner Jim Hall, who works with the Pierce County assessor’s office spoke to the commission September 24, 2018. He explained the tax structure and how the city obtains money from taxes. In the discussion, it was stated that retail is the best way for the city to obtain income. This information agrees with the city’s concerns. In addition to removing these two popular uses, the commission agreed to review the entire use table in the near future.

B. Ordinance Description.

1. The proposed ordinance will do the following:

- a. The ordinance will prohibit two uses listed as conditional on the use chart in BMC 19.20.130.

2. Ordinance Will Affect.

- a. All new applications for those uses.
- b. Existing uses will become nonconforming and may find limitations on expansion, but should be able to continue the business subject to the city’s nonconforming chapter, BMC 19.36.

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 issued September 26, 2018, with a comment period ending October 10 and the appeal period ending October 17, 2018.

2. Notice to Department of Commerce.

The request for expedited review was received by the state Department of Commerce September 20, 2018, under material identification number (MID#) 25296, and granted on October 8, 2018.

3. Public Hearing Notice.

Public Hearing Notice and proposal description published in the Wednesday, October 17, 2018, legal newspaper.

IV. ORDINANCE INFORMATION.

The uses table is located in BMC 19.20.130. It contains all the uses that are permitted, prohibited, accessory, and condition in the City of Buckley. Because the individual uses are not numbered for reference, the entire line will be shown rather than a citation.

A. Section 19.20.130, Construction/contractors yards.

DISTRICT:	Frontage zone ³	LI	GC	CC	HC	P	NMU	HDR	R-6,000	R-8,000	R-20,000	S ²
Construction/contractors yards	X	P	EX	X	X	X	X	X	X	X	X	X

Proposed Code. The proposed code will prohibit construction/contractors yard in the GC zone.

B. Section 19.20.130, Mini-storages and mini-warehouses.

DISTRICT:	Frontage zone ³	LI	GC	CC	HC	P	NMU	HDR	R-6,000	R-8,000	R-20,000	S ²
Mini-storages and mini-warehouses	X	P	EX	X	X	X	X	X	X	X	X	X

Proposed Code. The proposed code will prohibit mini-storages and mini-warehouses in the GC zone.

V. 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

Only one section is pertinent to this code review:

1.a 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.

1. Review of the comprehensive plan is in the next section of this report.
2. The proposal will affect the GC zone and perhaps place a desire to site these uses in the LI zone after rezones are performed.

3. The last two sentences are unclear. The intent of this one sentence appears to be a summary of the entire process rather than a statement that any changes to the document forwarded to the council must be reviewed by the commission again.

VI. CITY OF BUCKLEY COMPREHENSIVE PLAN.

A major part of the city's comprehensive plan is stated in its vision, which is listed in the comprehensive plan's introduction under Section 2. In part it states:

"The Comprehensive plan is the city's framework for the future. It is the plan that documents the future the citizens want. It is the plan that identifies how we can make the best possible town that we can make. Through this plan we assert that our city's citizens aren't just numbers – we are family and friends."

"Buckley's key strengths are its small town character and its natural setting. The primary challenges Buckley faces include economic revitalization and population growth and to accommodate that growth while preserving and sustaining the city's natural environment and small town character.

"Addressing these challenges in the context of strengths and weaknesses, the Buckley Comprehensive Plan update focuses on three areas:

1. Preserve Buckley's town identity and character.
2. Develop the economic viability in the downtown core and State Highway 410.
3. Promote outdoor recreational activities.

"These three focus areas, while distinct, also are interdependent, and have potential for mutual positive reinforcement. For example:

"Our charming small-town atmosphere could serve as a magnet for tourists. Our small-town character could be enhanced through a pedestrian-oriented downtown in which people meet face-to-face.

"New housing centered around downtown would bring more residents to downtown businesses while helping to preserve rural character outside the center.

"Recreational facilities could be shared between residents and tourists. Buckley's downtown commerce could be supported by recreational visitors."

"Economic development of the downtown core and State Highway 410.

"...Creating an attractive Hwy 410-to-downtown connection could provide amenities to commuters and could promote niche services and opportunities that the City offers."

The second focus point is to develop economic viability along SR 410, and with improvements in this area, associated improvements will occur in other areas of our city, such as tourists, recreational facilities, and with downtown residences, more need for businesses. Housing centered around commercial areas is often multifamily developments. Later, Under Section 5 of Element 1, the comprehensive plan states in part:

“5. Land use designations.

“Uses in the comp plan are characterized as follows:

- **Industrial & General Commercial (I&GC);** in this area uses are to be more intense commercial, auto-oriented businesses, and include light manufacturing, metal working, higher levels of noise, and possible use of hazardous materials. This district is not conducive to residential development.
- **Commercial & Mixed Use (C&MU);** in this area uses are to be more people-oriented with less intense retail than in I&GC. Uses are to include residences above retail and provide a buffer zone around commercial zones in which single family and high density multifamily uses are allowed.”

The I&GC designation is to contain our most intense uses. The C&MU designation is to contain our intense retail and commercial uses, though less intense than in the I&GC designation. And later in Element 1 on page 32, it states:

“Commercial land use. Commercial uses in Buckley should enhance the quality of life for residents by providing needed services, employment, and tax revenues to finance public services. The “mix” of commercial services refers to both physical integration (among commercial and residential uses) and composition (type) of commercial establishments. Commercial and residential uses should be physically integrated with one another along the northeast SR 410 corridor, through adequate motorized and non-motorized transportation connections.”

This fairly sums the city’s opinion of commercial land uses. New development provides a sum for services, but not enough execute the vision stated in the comprehensive plan for new residents and businesses. For these things, tax dollars are needed.

A. Element 1, Land use; goals & Policies.

1. **Policy 1.1.1** Buckley should preserve its small town character through the following:
 1. Concentrate retail development near the historic downtown center of the city and near the SR 410 corridor. ***The SR 410 corridor on the west side of town contains the GC zone. The policy here is to concentrate retail development here.***
 2. Integrate additional density in the residential zones in a manner that protects the single family areas from commercial encroachment. ***Not applicable.***
 3. Focus commercial development outward from the existing commercial zones. ***Not applicable.***
 4. Focus pedestrian and bicycling trails and sidewalks between commercial and residential developments to encourage non-motorized access. ***Not applicable.***
 5. Encourage mixed use developments in commercial zones. ***Not applicable.***

2. **Policy 1.5.11** Prevent incompatible land uses through zoning and code enforcement. *The purpose of this ordinance is to enhance compatibility between uses in the GC zone and eliminate two that, as conditional uses, need "...a special degree of control due to unusual effects or characteristics peculiar to them..." (BMC 19.40.120). By eliminating these two uses, the city will preserve larger lots for outright permitted uses.*
3. **Goal 1.6** The city should have different commercial uses to support the various needs of the Buckley community, increase the city's tax base, and support the city's small town character. *These particular uses fail to support the city's tax base. Concern was expressed that contractor yards may fail to support the city's small town character.*
4. **Policy 1.6.1** Ensure adequate commercial land supply is zoned appropriately to support commercial uses. *The area in the I&GC and C&MU designation on the west side of town is limited by our city limits.*

B. Element 2, Housing; goals and policies.

This element contains no goal or policies pertinent to this development.

C. Element 3, Economic Development; goals and policies.

1. Goal 3.1 Promote, develop, and enhance a strong and sustainable economic climate. *Removing uses that do not sustain the economic climate may help create a better economic climate.*
2. Goal 3.7 Ensure regulation balances economic growth with the quality of life and the environment. *This amendment may strengthen economic growth for the city.*
3. Policy 3.7.1 Recognize and consider the economic, social, and environmental impacts upon the community of proposed legislative actions prior to formal adoption. *Analysis can be considered in this case in the form of enacting the proposal or maintaining the status quo. To maintain the status quo would allow additional contractor yards and mini-warehousing facilities to be established in the city's GC zone, which would prevent use of the land from uses that could provide more for the city's citizens. Enacting the proposal would prevent more uses from establishing and allowing the land to be used for other permitted uses.*
4. Policy 3.7.2 Because industrial and major commercial uses are compatible, they should be in the same vicinity and, inasmuch as possible, buffered from residential zones in the city. *The GC zone on the west side of town should contain major commercial uses.*

D. Element 4, Urban design; goals and policies.

This element contains no goal or policies pertinent to this development.

E. Element 5, Transportation goals and policies.

This element contains no goal or policies pertinent to this development.

F. Element 6, Parks & recreation; goals and policies.

This element contains no goal or policies pertinent to this development.

G. Element 7, Capital facilities (2005 comp plan); goals and policies.

This element contains no goal or policies pertinent to this development.

H. Element 8, Utilities (2005 comp plan); goals and policies

This element contains no goal or policies pertinent to this development.

Walt and Martha Olsen
P.O. Box 97. 341 N. Edith
Buckley, Wa. 98321
Oct. 23, 2018

RECEIVED

OCT 31 2018

Attention Kathy James, Buckley City Planner,

Regarding the General Commercial Zone. We strongly oppose construction/contractor yards
And warehouses in these zones. We have enough now ! The lack of revenue to the city should
Be loud and clear! These are a visual blight to the entrance of our city.
Please do not allow any more!!!

Sincerely, Walt and Martha Olsen.

Walt Olsen
Martha Olsen



Contractor yard & mini-storage uses in the CG zone

Amendment to BMC 19.20.130

November 5, 2018, 7 p.m.

Development code

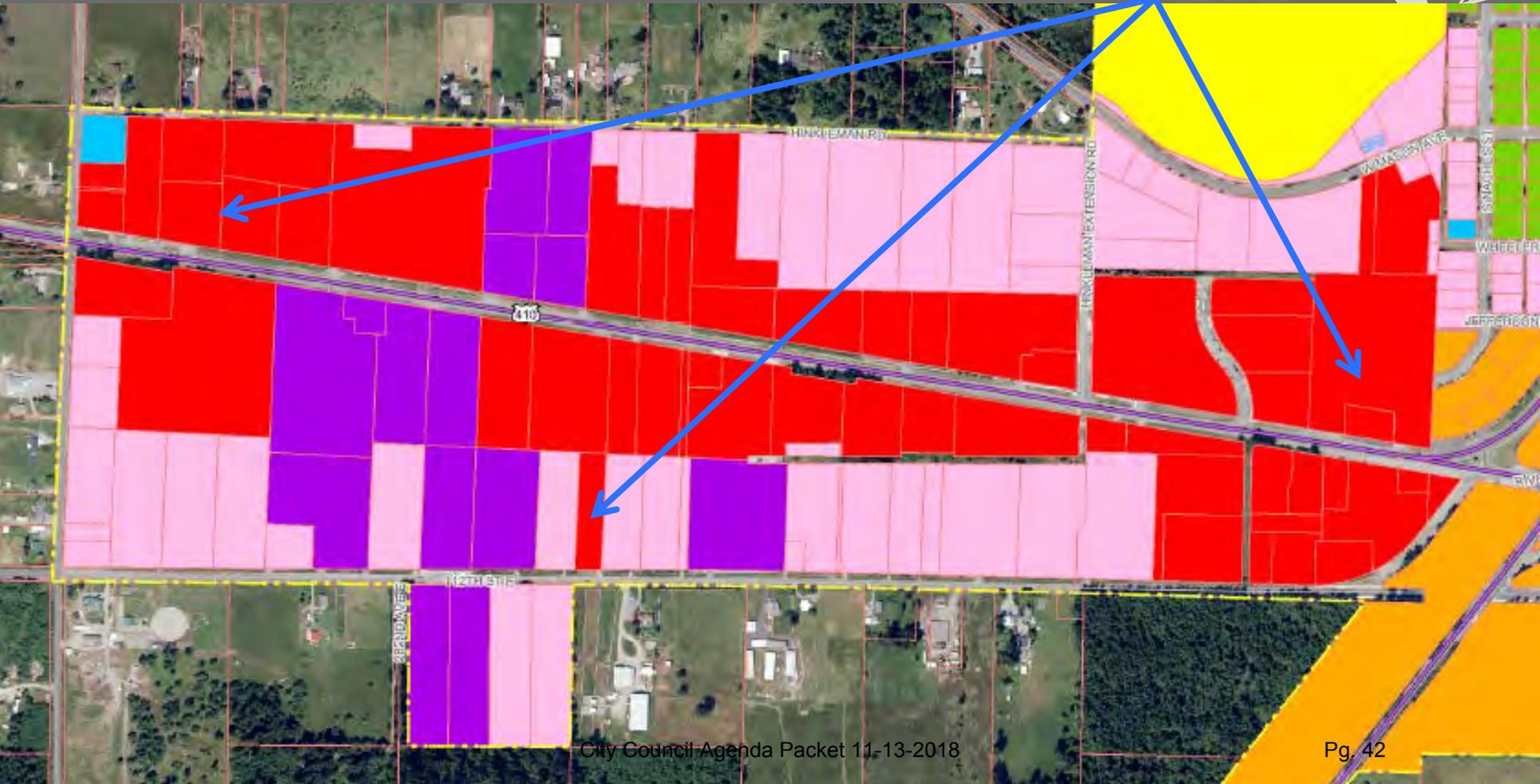
- Request generated by city council
- Requires environmental review
- Requires notice to state Department of Commerce
- Requires public hearing with planning commission
- Requires commission to generate recommendation to council
- Requires council to decide on recommendation

Request rationale

- Limited to the General Commercial zone
- Limited to two uses
 - Contractor yards
 - Mini-storage uses
- Uses don't likely promote the city's character
- Neither generate tax revenue to support those services

Affects only GC zone

Affects only the General Commercial (GC) zone in red



Proposal

- Proposal is to change two uses from conditional to prohibited

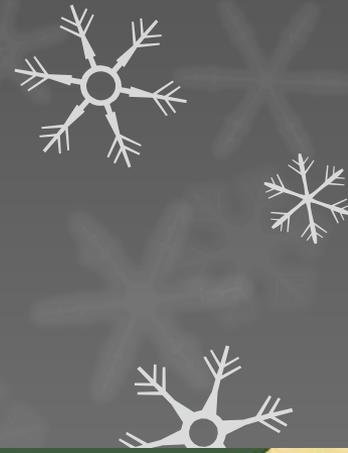
DISTRICT:	Frontage zone ³	LI	GC	CC	HC	P	NMU	HDR	R-6,000	R-8,000	R-20,000	S ²
Mini-storages and mini-warehouses	X	P	EX	X	X	X	X	X	X	X	X	X

DISTRICT:	Frontage zone ³	LI	GC	CC	HC	P	NMU	HDR	R-6,000	R-8,000	R-20,000	S ²
Construction/contractors yards	X	P	EX	X	X	X	X	X	X	X	X	X

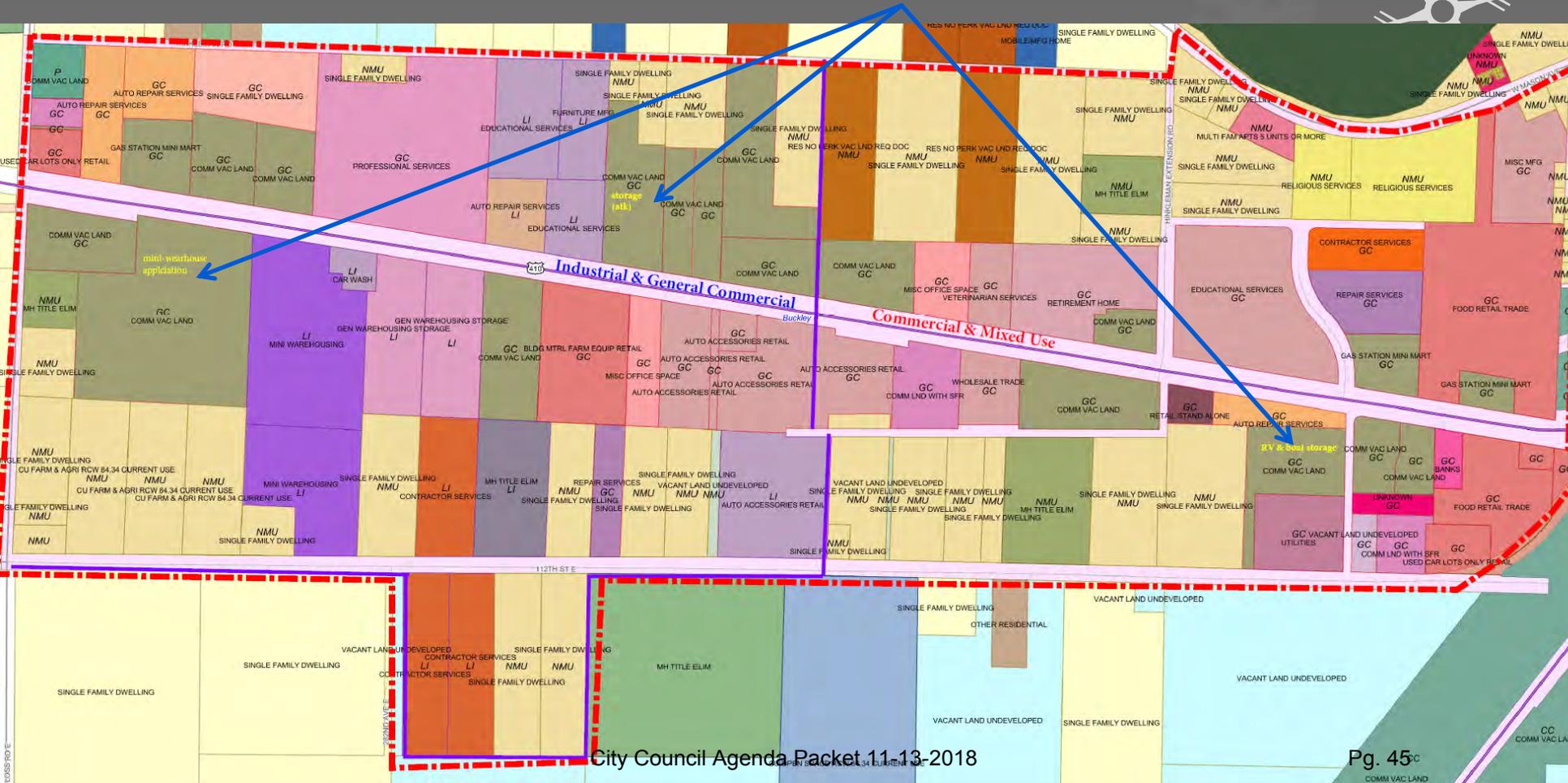
Buckley vision statement

- Vision statement devised in the 2005 comprehensive plan
- Amended in the 2015 comprehensive plan
- States the Buckley vision focus areas are to:
 - Preserve Buckley's town identity and character
 - Develop the economic viability in the downtown core and SR 410
 - Promote outdoor recreational activities
- Does this ordinance meets these all focus areas?

Preserve town identity and character

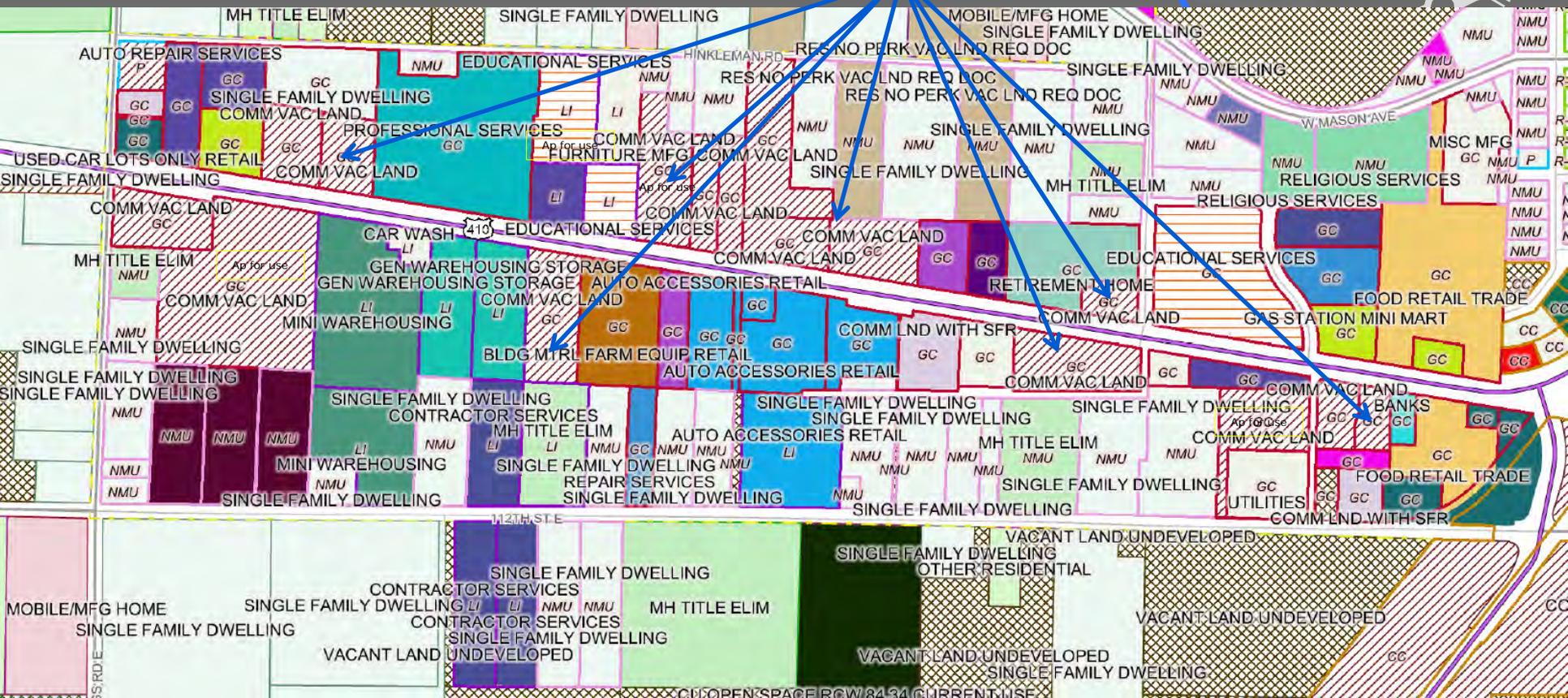


➤ Locations of proposed subject uses:



“Develop the economic viability”

Vacant parcels (red/white diagonal hash marks):



Procedure

- Hear comments+
- Close hearing
- Devise recommendation
- Transmit recommendation and findings to council
- Council reviews recommendation and findings
- Makes decision
- Sends notice of adoption to Department of Commerce
- Publishes in newspaper

Questions?

- end





CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Washington State Healthcare Authority, Ground Emergency Medical Transport. Intergovernmental Transfer Contract.	Agenda Date: November 13, 2018		AB 18-094
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival		X
	Building Official – Mike Deadmond		
	Finance Depart – Sheila Bazzar		
	Fire Depart – Chief Predmore		X
	Parks & Rec Depart – Kevin Caviezel		
	Planning Depart – Kathy James		
Police Depart – Chief Arsanto			
Fire Depart – Asst. Chief Skogen	X	X	
Attachments: Staff Report; Health Care Authority GEMT IGT Agreement			
SUMMARY STATEMENT: The City of Buckley Fire Department is a Ground Emergency Medical Transport (GEMT) participating provider, administered by Washington Health Care Authority (HCA). As a participating provider, the City of Buckley Fire Department is entitled to supplemental reimbursement for ambulance transport of Medicaid patients. As part of receiving this reimbursement, the HCA requests that all providers enter into an agreement for an Intergovernmental Transfer of local and federal share funds.			
COMMITTEE REVIEW AND RECOMMENDATION: Presented to A/F/PS on 11/13/2018			
RECOMMENDED ACTION: Move to authorize the Mayor to sign the Intergovernmental Transfer Agreement between the City of Buckley and Washington Health Care Authority.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
11/13/2018			



CITY OF BUCKLEY FIRE DEPARTMENT STAFF REPORT



November 13, 2018

To: Mayor and City Council

Fr: Eric Skogen, Assistant Fire Chief

Cc: Dave Schmidt, City Administrator

Re: Washington Health Care Authority, Intergovernmental Transfer Agreement

The City of Buckley Fire Department is a Ground Emergency Medical Transport (GEMT) participating provider, administered by Washington Health Care Authority (HCA). As a participating provider, the City of Buckley Fire Department is entitled to supplemental reimbursement for ambulance transport of Medicaid patients. As part of receiving this reimbursement for calendar year 2017, the HCA requests that all providers enter into an agreement for an Intergovernmental Transfer of local and federal share funds.

Once signed contracts have been obtained, by HCA, the following will happen:

- HCA will send each GEMT participating provider an invoice. This invoice represents the local share of funds each provider is to submit.
- Participating providers will respond to the invoice by sending in payment for their organization's determined local share.
- Once HCA has collected all local share funds the agency will notify Centers for Medicare/Medicaid (CMS) and request the release of the federal share.
- After the federal share has been released all funds will then be passed through to the managed care plans for disbursement to the participating providers. This will include both the local and federal shares.

Legislation and CMS wrote this house bill in a way that it could not be an increase to the state's budget. Normally in situations such as that, the program would operate under the certified public expenditure (CPE) methodology. Under this methodology all a provider would have to do is attest to the fact that they had the local share and then the federal share would be released. However, the managed care plans are not permitted to operate under that methodology since they are not a governmental entity. In order to settle the calendar year 2017 managed care claims; HCA had no choice but to do so under the intergovernmental transfer (IGT) methodology. Under the IGT methodology HCA will actually have to have the funds on the books, and since the bill was written to prevent an increase to the state budget; HCA is asking providers to send in the local share. GEMT participating providers will send HCA their local share and HCA will report to CMS at which time they will release the federal share. Both the local and federal shares will be sent back to the provider once the settlement process is complete.



INTERAGENCY AGREEMENT
Ground Emergency Medical Transport (GEMT)

HCA Contract Number: K2848

THIS AGREEMENT made by and between Washington State Health Care Authority, hereinafter referred to as "HCA," and the party whose name appears below, hereinafter referred to as the "Contractor."

CONTRACTOR NAME CITY OF BUCKLEY FIRE		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 611 S Division St Buckley, WA 98321		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	
CONTRACTOR CONTACT		CONTRACTOR TELEPHONE	CONTRACTOR E-MAIL ADDRESS eric.skogen@fire.cityofbuckley.com

HCA PROGRAM Ground Emergency Medical Transport	HCA DIVISION/SECTION FSD
HCA CONTACT NAME AND TITLE Shauna James Medical Assistance Program Specialist 3	HCA CONTACT ADDRESS PO Box 45510 Olympia, WA 98504-5510

HCA CONTACT TELEPHONE (360) 725-1952	HCA CONTACT E-MAIL ADDRESS HCAGEMTAdmin@hca.wa.gov
---	--

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	CFDA NUMBER(S)	FFATA Form Required <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
--	----------------	--

CONTRACT START DATE 12/01/2018	CONTRACT END DATE 06/30/2019
-----------------------------------	---------------------------------

PURPOSE OF CONTRACT:
To establish an Intergovernmental Transfer framework for HCA to reimburse the Contractor for providing Medicaid covered ground emergency medical transports pursuant to HB2007.

ATTACHMENTS/EXHIBITS. When the box below is marked with an X, the following Exhibits/Attachments are attached and are incorporated into this Contract Amendment by reference:

Exhibit(s) (specify): Exhibit A, Statement of Work
 Attachment(s) (specify):
 Schedule(s) (specify):
 No Exhibits/Attachment

This terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below warrant that they have read and understand this Contract, and have authority to execute this Contract. This Contract shall be binding on HCA only upon signature by HCA.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
HCA SIGNATURE	James Gayton, Contracts Administrator Division of Legal Services	DATE SIGNED

HCA Special Terms and Conditions

1. **Definitions Specific to Interagency Agreement.** The words and phrases listed below, as used in this Interagency Agreement, shall each have the following definitions:

“**Contractor**” means a ground emergency medical transport provider owned or operated by the state, city, county, fire protection district, community services district, health care district, federally recognized Indian tribe, or any unit of government defined under 42 C.F.R. Sec. 433.50.

“**Health Care Authority**” or “**HCA**” means the agency designated by the Washington Legislature as the Single State Agency that oversees Washington State’s medical assistance programs, including Medicaid, its employees and authorized agents.

“**Intergovernmental Transfer**” or “**IGT**” or “**MPG**” means the guide detailing billing instructions on how a provider bills for health care-related services, equipment, and supplies provided to Medicaid-eligible clients. The guide is located at <http://hca.wa.gov/billers-providers/claims-and-billing/professional-rates-and-billing-guides>.

“**ProviderOne**” means the Washington State consolidated single payment system for Medicaid, medical and similar health care provider claims.

“**Ground Emergency Medical Transport (GEMT) Program**” allows qualified providers to receive supplemental payments for emergency ground ambulance transportation of Medicaid clients.

“**Local Matching Funds**” means funds provided by the Contractor that:

 - Are derived from local tax based dollars; and
 - Are not local funds already being used as match for other federal programs, and meets applicable federal matching fund regulations.
2. **Purpose.** The purpose of this Agreement is to establish an Intergovernmental Transfer framework for HCA to reimburse the Contractor for providing covered GEMT services to Medicaid clients.
3. **Statement of Work.** The Contractor shall provide the services and do all things necessary for or incidental to the performance of work as set forth in Exhibit A, Statement of Work.
4. **Monitoring.** The Contractor must participate in the program monitoring process. HCA monitors GEMT services to assure compliance with agency policies, administrative codes, and definitions, OMB Circular A-87, and Medicare Provider Reimbursement Manual Pub. 15.1.
5. **Consideration.** Solely for continued provision of GEMT Services by means of an Intergovernmental Transfer (IGT) arrangement, under the arrangement, the GEMT provider shall provide all of the nonfederal funds required for receipt of federal Medicaid funding for the service.
 - a. Funding Stipulations.
 - (1) Local Matching Funds. The Contractor shall:
 - (a) Use local matching funds as the State’s share to claim Federal Financial Participation (“FFP”), if the local matching funds are appropriated directly to the State or local agency, or transferred from other government agencies (including Indian Tribes) to the State or local agency and are

HCA Special Terms and Conditions

under its administrative control, or certified by the contributing government agency as expenditures eligible for FFP. Required local matching funds and certified expenditures must be at the government agency level.

- (2) The Contractor shall cooperate in supplying any information to HCA that may be needed to verify accuracy of reimbursable billings.
- (3) The Contractor shall not use funds payable under this Agreement as local match toward federal funds.
- (4) The Contractor shall use these funds to supplement, not supplant the amount of federal, state and local funds otherwise expended or services provided under this Agreement.
- (5) The Contractor shall not use funds payable under this Agreement for lobbying activities of any nature. The Contractor certifies that no state or federal funds payable under this Agreement shall be paid to any person or organization to influence, or attempt to influence, either directly or indirectly, an officer or employee of a state or federal agency, or an officer or member of any state or federal legislative body or committee, regarding the award, amendment, modification, extension, or renewal of a state or federal contract or grant.
- (6) The Contractor shall not pay Consultants and/or Billing Agents, or Subcontractors on either a contingent, or percentage basis, for work performed as a result of this Agreement.

6. Billing and Payment

- a. Contractor shall submit claims under this Agreement in accordance with Ambulance Transportation Provider Guide.
- b. The Guide can also be accessed at:

<http://hca.wa.gov/billers-providers/claims-and-billing/professional-rates-and-billing-guides>
- c. Contractor shall submit the required local matching funds within one hundred twenty (120) days from the date HCA fiscal staff submits the local match invoice to the GEMT provider. If the local match is not received within one hundred twenty (120) days, the provider will not receive the GEMT supplemental payment.
- d. Contractor shall submit all initial claims no later than three hundred sixty five (365) days from the date of GEMT service(s). Contractor is encouraged to submit claims as quickly as possible. (See WAC 182-502-0150).
- e. If the Contractor chooses to appeal a claim that was denied, or has questions regarding a Remittance Advice or Medicaid eligibility, they must contact Medicaid Customer Services for assistance at 1-800-562-3022.
- f. The Contractor will not share or disclose their ProviderOne access information (i.e. user name, domain, and password) with anyone other than authorized GEMT personnel. If a disclosure of ProviderOne access information does occur, the Contractor must contact ProviderOne Security at 1-800-562-3022 to have their access privileges reset.

HCA Special Terms and Conditions

7. Notices.

Whenever one (1) party is required to give notice to the other party under this Interagency Agreement, it shall be deemed given if mailed by United States Postal Service, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

- a. In the case of notice to the Contractor, notice shall be sent to the point of contact identified on page one (1) of this Interagency Agreement;
- a. In the case of notice to HCA, notice shall be sent to:

Contract Services
Division of Legal Services
Health Care Authority
PO Box 42702
Olympia, Washington 98504-2702
Contracts@hca.wa.gov

Said notice shall become effective on the date delivered as evidenced by the return receipt or the date returned to sender for non-delivery other than for insufficient postage. Either party may at any time change its address for notification purposes by mailing a notice in accordance with this Section, stating the change and setting forth the new address, which shall be effective on the tenth (10th) day following the effective date of such notice unless a later day is specified in the notice.

HCA General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Interagency Agreement, shall each have the following definitions:
- a. "Agent" shall mean the Washington State Health Care Authority Director and/or the Director's delegate authorized in writing to act on behalf of the Director.
 - b. "Allowable Cost" means an expenditure which meets the test of the appropriate Executive Office of the President of the United States' Office of Management and Budget Circular. The most significant factors which determine whether a cost is allowable are the extent to which the cost is:
 - (1) Necessary and reasonable;
 - (2) Allocable;
 - (3) Authorized or not prohibited under Washington state or local laws and regulations; and
 - (4) Adequately documented.
 - c. "Authority" or "HCA" shall mean the Washington State Health Care Authority, any division, section, office, unit or other entity of the Authority, or any of the officers or other officials lawfully representing the Authority.
 - d. "Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - e. "Contract" or "Agreement" or "Interagency Agreement" means the entire written agreement between the Authority and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this Interagency Agreement in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) or fax (facsimile) transmission of a signed copy of this Interagency Agreement shall be the same as delivery of an original.
 - f. "Contractor" means the individual or entity performing services pursuant to this Interagency Agreement and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Interagency Agreement. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - g. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.
 - i. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
 - j. "HCA Contract Services" means the Washington State Health Care Authority central headquarters contracting office, or successor section or office.

HCA General Terms and Conditions

- k. "OMB" means the Office of Management and Budget of the Executive Office of the President of the United States.
- l. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- m. "Public Information" means information that can be released to the public. It does not need protection from unauthorized disclosure, but does need protection from unauthorized change that may mislead the public or embarrass HCA.
- n. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
- o. "RCW" means the Revised Code of Washington. All references in this Interagency Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.
- p. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- q. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- r. "Sensitive Information" means information that is not specifically protected by law, but should be limited to official use only, and protected against unauthorized access.
- s. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Interagency Agreement.
- t. "Successor" means any entity which, through amalgamation, consolidation, or other legal succession becomes invested with rights and assumes burdens of the original Contractor.
- u. "Sub-recipient" means a non-Federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A sub-recipient may also be a recipient of other Federal awards directly from a federal awarding agency. See OMB Circular A-133 for additional details.
- v. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- w. "Trusted Systems" include only the following methods of physical delivery:
 - (1) Hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt;
 - (2) United States Postal Service (USPS) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail;

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- (3) Commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and
- (4) The Washington State Campus mail system.

For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

- x. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
 - y. "Vendor" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program. See OMB Circular A-133 for additional details.
 - z. "WAC" means the Washington Administrative Code. All references in this Interagency Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at: <http://apps.leg.wa.gov/wac/>.
2. **Access to Data.** In compliance with Chapter 39.26 RCW, the Contractor shall provide access to data generated under this contract to HCA, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.
 3. **Advance Payment.** HCA shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Interagency Agreement.
 4. **Amendment.** Unless otherwise provided, this Interagency Agreement may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
 5. **Assignment.** The work to be provided under this Interagency Agreement, and any claims arising there under, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
 6. **Assurances.** The Authority and the Contractor agree that all activity pursuant to this Interagency Agreement will be in accordance with all applicable federal, state and local laws, rules, and regulations.
 7. **Attorneys' Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.

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8. Billing Limitations.

- a. The Authority shall pay the Contractor only for authorized services provided in accordance with this Interagency Agreement.
- b. The Authority shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed. The Authority within the Special Terms and Conditions of this Interagency Agreement may reduce length of time following the provision of services in which the Contractor may submit claims for payment.
- c. The Contractor shall not bill and HCA shall not pay for services performed under this Interagency Agreement, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

9. Change in Status.

In the event of substantive change in the legal status, organization structure, or fiscal reporting responsibility of the Contractor, the Contractor agrees to notify the HCA Contract Services of the change. The Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

10. Compliance with Applicable Law.

At all times during the term of this Interagency Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.

11. Confidentiality.

- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Interagency Agreement for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:
 - (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Interagency Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
 - (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
 - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.

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(b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.

(c) Verifying after transmittal that the fax was received by the intended recipient.

(4) When transporting six (6) or more records containing Confidential Information, outside a Secure Area, do one or more of the following as appropriate:

(a) Use a Trusted System.

(b) Encrypt the Confidential Information, including:

i. Encrypting email and/or email attachments which contain the Confidential Information.

ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

Note: If the HCA Data Security Requirements Exhibit is attached to this Interagency Agreement, this item, 12.b.(4), is superseded by the language contained in the Exhibit.

(5) Send paper documents containing Confidential Information via a Trusted System.

(6) Following the requirements of the HCA Data Security Requirements Exhibit, if attached to this Interagency Agreement.

- c. Upon request by HCA program staff, at the end of the Agreement term, or when no longer needed, the Contractor shall return the Data to HCA information technology staff or the Contractor shall certify in writing that they employed a HCA approved method to destroy the information. The Contractor may obtain information regarding approved destruction methods from the HCA contact identified on the cover page of this Interagency Agreement.
- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
- e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the HCA Contact designated on the cover page of this Interagency Agreement within one (1) business day of discovery. The Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or the Authority.

HCA General Terms and Conditions

- f. **Subsequent Disclosure.** The Contractor shall not release, divulge, publish, transfer, sell, disclose, or otherwise make the Confidential Information or Sensitive Data known to any other entity or person without the express prior written consent of the Authority's Public Disclosure Office, or as required by law.

If responding to public record disclosure requests under Chapter 42.56 RCW, the Contractor agrees to notify and discuss with the Authority's Public Disclosure Officer requests for all information that are part of this Interagency Agreement, prior to disclosing the information. The Authority upon request shall provide the Contractor with the name and contact information for the Authority Public Disclosure Officer. The Contractor further agrees to provide the Authority with a minimum of two calendar weeks to initiate legal action to secure a protective order under RCW 42.56.540.

12. **Conflict of Interest.** Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Authority may, in its sole discretion, by written notice to the Contractor terminate this Interagency Agreement if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or services under this Interagency Agreement.

In the event this Interagency Agreement is terminated as provided above, the Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Interagency Agreement by the Contractor. The rights and remedies of the Authority provided for in this Section shall not be exclusive and are in addition to any other rights and remedies provided by the law. The existence of facts upon which the Agent makes any determination under this section shall be an issue and may be reviewed as provided in the "Disputes" Section of this Interagency Agreement.

13. **Conformance.** If any provision of this Interagency Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
14. **Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Interagency Agreement.
15. **Covenant against Contingent Fees.** The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Interagency Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. The Authority shall have the right, in the event of breach of this clause by the Contractor, to annul this Interagency Agreement without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.
16. **Debarment Certification.** The Contractor, by signature to this Interagency Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the HCA Contact designated on the cover page of this Interagency Agreement if, during the term of this Interagency Agreement, the Contractor becomes Debarred. HCA may immediately terminate this Interagency Agreement by providing Contractor written notice if Contractor becomes Debarred during the term of this Interagency Agreement.

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- 17. Disputes.** Disputes shall be determined by a Dispute Board. Each party to this Interagency Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms, and applicable statutes and rules and make a determination of the dispute. As an alternative to this process, either party may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process shall control. Participation in either dispute process shall precede any judicial or quasi-judicial action and shall be the final administrative remedy available to the parties.
- 18. Force Majeure.** If the Contractor is prevented from performing any of its obligations hereunder in whole or in part as a result of a major epidemic, act of God, war, terrorist acts, civil disturbance, court order, or any other cause beyond its control, such nonperformance shall not be grounds for termination for default. Immediately upon the occurrence of any such event, the Contractor shall commence to use its best efforts to provide, directly or indirectly, alternate and, to the extent practicable, comparable performance. Nothing in this Section shall be construed to prevent HCA from terminating this Interagency Agreement for reasons other than for default during the period of event set forth above, or for default, if such default occurred prior to such event.
- 19. Fraud and Abuse Requirements.** The Contractor shall report in writing all verified cases of fraud and abuse, including fraud and abuse by the Contractor's employees and/or subcontractors, within five (5) business days, to the HCA Contact designated on page one of this Interagency Agreement. The report shall include the following information:
- a. Subject(s) of complaint by name and either provider/subcontractor type or employee position;
 - b. Source of complaint by name and provider/subcontractor type or employee position;
 - c. Nature of complaint;
 - d. Estimate of the amount of funds involved;
 - e. Legal and administrative disposition of case.
- 20. Governing Law and Venue.** This Interagency Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 21. Hold Harmless.**
- a. The Contractor shall be responsible for and shall hold HCA harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's, or any Subcontractor's, performance or failure to perform this Interagency Agreement, or the acts or omissions of the Contractor or any Subcontractor.
 - b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

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- 22. Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Interagency Agreement. The Contractor and his or her employees or agents performing under this Interagency Agreement are not employees or agents of the Authority. The Contractor, his or her employees, or agents performing under this Interagency Agreement will not hold himself/herself out as, nor claim to be, an officer or employee of the Authority by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.

All payments accrued on account of payroll taxes, unemployment contributions, and other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

- 23. Industrial Insurance Coverage.** The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, HCA may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. HCA may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by HCA under this Interagency Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.
- 24. Inspection.** The Contractor shall, at no cost, provide HCA and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and HCA client records, wherever located. These inspection rights are intended to allow HCA and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Agreement terms. These inspection rights shall survive for six (6) years following this Interagency Agreement's termination or expiration.
- 25. Limitation of Authority.** Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Interagency Agreement. Furthermore, any alteration, amendment, modification, or waiver of any Section or condition of this Interagency Agreement is not effective or binding unless made in writing and signed by the Agent or Agent's delegate.
- 26. Maintenance of Records.** The Contractor shall maintain records relating to this Interagency Agreement and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Interagency Agreement. All records and other material relevant to this Interagency Agreement shall be retained for six (6) years after expiration or termination of this Interagency Agreement.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

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- 27. Notice of Overpayment.** If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from the Washington State Department of Social and Health Services' Office of Financial Recovery (OFR), the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:
- Be received by the OFR at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
 - Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
 - Include a statement as to why the Contractor thinks the notice is incorrect; and
 - Include a copy of the overpayment notice.

Timely and complete requests will be scheduled for a formal hearing by the Washington State Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.

Failure to provide OFR with a written request for a hearing within twenty-eight (28) days of service of a vendor overpayment notice or other overpayment letter will result in an overpayment debt against the Contractor. HCA may charge the Contractor interest and any costs associated with the collection of this overpayment. HCA may collect an overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; or any other collection action available to HCA to satisfy the overpayment debt.

- 28. Order of Precedence.** Each of the Exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order.
- Applicable Federal and State of Washington statutes and regulations
 - Special Terms and Conditions (if any)
 - General Terms and Conditions
 - Exhibit A – Statement of Work
 - Any other provision, term or material incorporated herein by reference or otherwise incorporated.

29. Ownership of Material.

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Authority. The Authority shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Authority effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

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The Contractor shall exert all reasonable effort to advise the Authority, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Authority shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this Contract. The Authority shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

30. **Publicity.** The Contractor agrees to submit to the Authority all advertising and publicity matters relating to this Interagency Agreement wherein the Authority's name is mentioned or language used from which the connection of the Authority's name may, in the Authority's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Authority.
31. **Savings.** In the event funding from State, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Interagency Agreement and prior to its completion or termination, the Authority may terminate this Interagency Agreement under the "Termination Due to Change in Funding" Section, without the ten (10) day notice requirement, subject to renegotiation at the Authority's discretion under those new funding limitations and conditions.
32. **Severability.** If any term or condition of this Interagency Agreement is held invalid by any court, the remainder of this Interagency Agreement remains valid and in full force and effect.
33. **Site Security.** While on the Authority's premises, the Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations and/or policies may be grounds for revoking or suspending security access to these facilities. The Authority reserves the right and authority to immediately revoke security access or the Contractor's agents, employees, and/or subcontractors for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, the Contractor agrees to promptly notify the HCA Contract Services.
34. **Survivability.** The terms and conditions contained in this Interagency Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
35. **Subcontracting.** Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Interagency Agreement without obtaining prior written approval of the Authority. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Authority for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this Interagency Agreement.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Interagency Agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Authority or as provided by law.

HCA General Terms and Conditions

If at any time during the progress of the work, the Authority determines in its sole judgment that any subcontractor is incompetent or undesirable, the Authority shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the work.

The rejection or approval by the Authority of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under this Interagency Agreement, nor be the basis for additional charges to the Authority.

The Authority has no contractual obligations to any subcontractor or vendor under contract to the Contractor. The Contractor is fully responsible for all contractual obligations, financial or otherwise, to their subcontractors.

36. Sub-recipients.

- a. General. If the Contractor is a sub-recipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Interagency Agreement, the Contractor shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate OMB Circular A-133 audit requirements into all agreements between the Contractor and its Subcontractors who are sub-recipients;
 - (5) Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;
 - (6) Comply with the applicable requirements of either 2 CFR, Part 225 (OMB Circular A-87) or 2 CFR, Part 230 (OMB Circular A-122), and any successor or replacement Circular or regulation; and
 - (7) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to www.ojp.usdoj.gov/ocr/ for additional information and access to the aforementioned Federal laws and regulations.)

HCA General Terms and Conditions

- b. **Single Audit Act Compliance.** If the Contractor is a sub-recipient and expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
 - (1) Submit to the HCA contact person the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with OMB Circular A-133, prepare a "Summary Schedule of Prior Audit Findings."
- c. **Overpayments.** If it is determined by HCA, or during the course of a required audit, that the Contractor has been paid unallowable costs under this Interagency Agreement, HCA may require the Contractor to reimburse HCA in accordance with either 2 CFR, Part 225 (OMB Circular A-87) or 2 CFR, Part 230 (OMB Circular A-122).

- 37. System Security.** Unless otherwise provided, the Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the Authority Network without prior written authorization from Authority's Security Administrator. Contractor-supplied computer equipment, including both hardware and software, must be reviewed by the Authority Security Administrator prior to being connected to any Authority network connection and that it must have up-to-date anti-virus software and personal firewall software installed and activated on it.

Unauthorized access to Authority networks and systems is a violation of Authority Policy 06-03 and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of this Interagency Agreement and other penalties.

- 38. Termination for Convenience.** Except as otherwise provided in this contract, the Agent may, by giving ten (10) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part when it is in the best interest of HCA. If this contract is so terminated, HCA shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination.
- 39. Termination for Default.** In the event HCA determines the Contractor has failed to comply with the conditions of this contract in a timely manner, HCA has the right to suspend or terminate this contract. HCA shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 3 days, the contract may be terminated. HCA reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by HCA to terminate the contract.

In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time. The termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (i) was not in default, or (ii) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of HCA provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

HCA General Terms and Conditions

40. **Termination Due to Change in Funding.** In the event funding from any state, federal, or other sources is withdrawn, substantially reduced, or limited in any way after the effective date of this Agreement and prior to the termination date, HCA may terminate this Agreement upon sixty (60) days' prior written notice to Contractor or upon the effective date of withdrawn or reduced funding, whichever occurs earlier. If this Agreement is so terminated, HCA shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.
41. **Termination or Expiration Procedures.** Upon termination of this contract HCA, in addition to any other rights provided in this contract, may require the Contractor to deliver to HCA any property specifically produced or acquired for the performance of such part of this contract as has been terminated.

HCA shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service accepted by HCA and the amount agreed upon by the Contractor and HCA for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services which are accepted by HCA; and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. HCA may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect HCA against potential loss or liability.

The rights and remedies of HCA provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to HCA, in the manner, at the times, and to the extent directed by the Agent, all the rights, title, and interest of the Contractor under the orders and subcontracts so terminated; in which case HCA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent the Agent may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to HCA and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract has been completed, would have been required to be furnished to HCA;
- F. Complete performance of such part of the work as shall not have been terminated by the Agent; and
- G. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which HCA has or may acquire an interest.

HCA General Terms and Conditions

- 42. Treatment of Property.** All property purchased or furnished by HCA for use by the Contractor during this Interagency Agreement term shall remain with HCA. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by HCA under this Interagency Agreement shall pass to and vest in HCA. The Contractor shall protect, maintain, and insure all HCA property in its possession against loss or damage and shall return HCA property to HCA upon Agreement termination or expiration.
- 43. Treatment of Client Property.** Unless otherwise provided, the Contractor shall ensure that any adult Client receiving services from the Contractor has unrestricted access to the Client's personal property. The Contractor shall not interfere with any adult Client's ownership, possession, or use of the Client's property. The Contractor shall provide Clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the Client's age, development, and needs. Upon termination of this Interagency Agreement, the Contractor shall immediately release to the Client and/or the Client's guardian or custodian all of the Client's personal property.
- 44. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the HCA Contracts Administrator or designee has the authority to waive any term or condition of this Contract on behalf of HCA.

Exhibit A – Statement of Work

1. The Contractor shall:
 - a) Meet the applicable requirements in Chapter 182-546 WAC;
 - b) Bill the agency in a timely manner for covered services provided to eligible clients in accordance with Chapter 182-502-0150 WAC and the HCA Ambulance Medicaid Provider Guide.
 - c) Maintain sufficient documentation to support and justify the billed and paid claims in accordance with Chapter 182-546-0300 WAC.
 - d) Submit annually an agency Cost Report. The Cost Report must include the contractors allocated direct and indirect costs directly related to the GEMT services and must be submitted within 150 days after the close of SFY. The allocation must be completed in accordance with the CMS approved cost identification principles and standards such as Provider Reimbursement Manual Pub. 15-1 and OMB Circular A-87 and aligned with generally accepted accounting principles.
 - e) Agree to participate in the IGT process by transferring local matching funds to HCA.
 - f) Bear full responsibility for all submitted billing information completed by the Contractor, or Billing Agents, where applicable.



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Authorizing Volunteer Firefighter Program Recruitment & Retention Coordinator position	Agenda Date: November 13th, 2018 AB18-095		
	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 – Treva Percival		X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore	X	X
	Community Services – Kevin Caviezel		
	Planning Dept – Kathy James		
Police Dept – Chief Arsanto			
Municipal Court – Jessica Cash			
	PW/Utilities – Chris Banks		
Attachments: None			
SUMMARY STATEMENT:			
<p>The City Council previously authorized acceptance of the 2017 SAFER Grant Award of \$300,000 distributed over a 4-year period of time to fund a 4-year temporary hire Volunteer Firefighter Program Recruitment & Retention Program Coordinator position.</p> <p>In approving the acceptance of the grant the Council did not formally authorize the addition of the position to begin employment on December 1, 2018 and place the position on the City’s Employee Salary Scale at Salary Range R4 and entering the Salary Scale at the Initial Step.</p> <p>To proceed with hiring this temporary position the Council action is required to authorize this position.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Presented to Committee on October 23 rd , 2018			
RECOMMENDED ACTION: Move to authorize the addition of a 4-year temporary hire Volunteer Firefighter Program Recruitment and Retention Coordinator and adding this position to the Employee Salary Scale at Range R4 effective December 1, 2018.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
11/13/2018			



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Reimbursement to Central Pierce Fire and Rescue for GEMT Consultant Services	Agenda Date: November 13, 2018		AB18-096
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival		X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore	X	
	Community Services – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
Attachments: Staff Report, Correspondence from Central Pierce Fire and Rescue			
SUMMARY STATEMENT:			
<p>Throughout 2014 and 2015 fire service agencies from across the entire state supported a legislative effort to enact Ground Emergency Medical Transportation (GEMT). In 2015 the legislative effort was successful, bringing federal reimbursement for Medicaid covered ambulance transport services to Washington fire based ambulance transport services. Central Pierce Fire and Rescue took a lead role in the legislative effort, and along with seven other fire service agencies paid the consultant fees instrumental in the successful legislation. Central Pierce is now seeking voluntary reimbursement from each fire service agency that will benefit from this legislation based on each agencies proportionate share.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Presented to Committee on October 23 rd , 2018 Committee supports reimbursing Central Pierce Fire and Rescue our proportionate share.			
RECOMMENDED ACTION: A MOTION authorizing the City’s participation in the Reimbursement Program and issuing reimbursement to Central Pierce Fire and Rescue in the amount of \$231.51.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
11/13/2018			



CITY OF BUCKLEY FIRE DEPARTMENT STAFF REPORT



November 7th, 2018

To: City Council

Fr: Alan Predmore, Fire Chief

Cc: Mayor Johnson
Dave Schmidt, City Administrator

Re: Reimbursing Central Pierce Fire and Rescue for GEMT costs

In 2014 and 2015 many Washington State fire service agencies began an effort to establish legislation in Washington State to bring federal dollars to the state's Medicaid program for the purpose of funding fire based ambulance transport services provided to Medicaid covered patients. In 2015 this legislative effort was successful and within the next several months fire service agencies from across the state that opted-in to the reimbursement program will begin receiving federal funds enhancing the Medicaid paid reimbursement rates for fire based ambulance transport services.

To bring this legislative effort to success and to gain the federal approval following the enactment of Washington State's Ground Emergency Medical Transportation (GEMT) legislation – eight fire service jurisdictions led by Central Pierce Fire and Rescue retained the service of private consultant AP Triton to collect and assemble the data needed to gain legislative and federal approvals of the GEMT program in Washington State.

The total compensation paid to AP Triton, as reported by Central Pierce Fire and Rescue, was \$560,000. While there were no agreements in place across the state for other fire service agencies to participate in these consultant cost, the work performed to obtain GEMT Program approval will benefit each fire service agency that opted-in to participate in the program. With the GEMT Program approval finalized, and federal reimbursements about to begin to those agencies who opted-in, Central Pierce Fire and Rescue is seeking voluntary reimbursement from each participating jurisdiction that will benefit – based on each jurisdictions proportionate share.

The City of Buckley (Fire Department) did opt-in, and we anticipate our first GEMT distribution for services we provided in 2017 will be approximately \$7,000. Based on the report provided by Central Pierce Fire and Rescue, the City of Buckley's proportionate one-time cost share to establish the GEMT Program is \$231.51.

While the City of Buckley has no legal obligation to reimburse Central Pierce Fire and Rescue for this service, it is the "right thing to do" and I recommend we do. I ask the Council authorize our participation in the GEMT Reimbursement Program to Central Pierce Fire and Rescue and approve payment to Central Pierce Fire and Rescue in the amount of \$231.51.



Central Pierce Fire & Rescue

Pierce County Fire District No. 6

Mailing Address: P.O. Box 940, Spanaway, WA 98387
District Headquarters: 17520 – 22nd Ave E, Tacoma, WA 98445
(253) 538-6400 (253) 276-6770 - Fax
www.centralpiercefirerescue.org

September 24, 2018

City of Buckley Fire Department
ATTN: Chief Alan Predmore

Re: GEMT Reimbursement - Money Paid to AP Triton (Consultant)

Chief Predmore,

The purpose of this letter is to secure your commitment to reimburse the agencies that "fronted" the money required to compensate AP Triton for their efforts to bring Ground Emergency Medical Transportation (GEMT) to the State of Washington. As you know, Keith Wright and Central Pierce Fire & Rescue spearheaded, with the aid of seven other fire agencies, the effort to bring this federal reimbursement for medical transport program to our State for the first time in history.

The legislative effort was successful in 2015 and now the GEMT program is generating thousands of dollars in federal money to reimburse over a hundred fire agencies in this state; or at least to partially reimburse those fire departments for the high cost of transporting patients who qualify for such transport.

The financial commitments by eight (8) fire agencies--listed by name and amount on the GEMT Contract Overview page attached--amounted to a total of \$560,000.00 paid to the consultant, AP Triton.

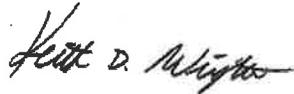
In the October 2017 seminars, which were held in Olympia, Everett, and Spokane, Keith discussed that it would be appropriate to reimburse these eight (8) agencies for their "seed money", which they paid to get GEMT successfully through the legislative and implementation processes. A few of these agencies are entitled to large credits, when one considers their logical allocation of the original cost.

What we have done to derive the attached allocations for each of the fire departments receiving GEMT money is basically this: We have taken each agencies' transports divided by the total number of transports (about 150,000) to reach the percent allocation. Thereafter, we have credited against the eight (8) agencies' allocations any prepaid amounts they contributed. They have not been given any interest credit on the funds expended in prior years.

In addition, Central Pierce expended \$9,547.00 in overtime pay for Keith to attend the numerous meetings with the Healthcare Authority in Olympia and other tasks that could not be accomplished on-duty. This amount has been credited to CPFR in the allocation spreadsheet.

We realize that to date there is no contractual obligation or promise by agencies to reimburse the eight (8) original agencies that fronted this money to pay the consultants. However, we are now seeking your commitment to make these small reimbursements to the eight (8) agencies, recognizing that all GEMT participating agencies are now receiving GEMT funds they never would have received had the eight (8) agencies not had the foresight to bring this project forward to the Legislature in 2015. If you are in agreement that this is the right, just, and equitable thing to do, please sign where indicated on the second page of this letter and consider this letter to be an invoice. We suggest that reimbursement be made within thirty (30) days after you receive your first reimbursement of GEMT money. Central Pierce will be the collection point and we will see to it that the eight agencies receive whatever credit they are entitled to under the allocation formula (see attached).

Very truly yours,



Keith Wright
Battalion Chief, CPFR
President, Washington Fire Chiefs

AGREEMENT TO PARTICIPATE IN REIMBURSEMENT PROGRAM

On behalf of City of Buckley Fire Department I agree that our agency will pay its fair share allocation, as indicated on the enclosed GEMT Reimbursement Allocation sheet, and that the undersigned has authority to do so, delegated to me by the elected officials who manage the above-named fire service agency. The funds will be taken from GEMT reimbursement receipts, as and when received by our agency, and forwarded to Central Pierce Fire & Rescue for allocation per the allocation formula.

Reimbursement portion is \$231.51.

By _____

Its _____ (Title)

GEMT Reimbursement Program
c/o Central Pierce Fire & Rescue
PO Box 940
Spanaway, WA 98387

GEMT Services Contract Overview

Consultant – AP Triton

Agreement – January 15, 2015

\$560,000 - PAID IN FULL

- Phase 1 - \$60,000 (services to enactment of legislation)
- Phase 2 - \$250,000 (upon SPA commencement)
- Phase 3 - \$250,000 (upon SPA approval for training)

Agency Financial Participation

Phase 1 \$60,000 - (\$10,000 each)

PAID IN FULL

- Graham Fire & Rescue
- West Pierce Fire & Rescue
- Central Kitsap Fire & Rescue
- South Kitsap Fire & Rescue
- Cowlitz 2 Fire & Rescue
- Central Pierce Fire & Rescue

Phase 2 \$250,000 – (\$50,000 each)

PAID IN FULL

- Graham Fire & Rescue
- West Pierce Fire & Rescue
- Central Kitsap Fire & Rescue
- Cowlitz 2 Fire & Rescue
- Central Pierce Fire & Rescue

Phase 3 \$250,000 – (see contributions below)

PAID IN FULL

- East Pierce Fire & Rescue - \$5,000
- Graham Fire & Rescue - \$48,750
- West Pierce Fire & Rescue - \$48,750
- Central Kitsap Fire & Rescue - \$48,750
- Cowlitz 2 Fire & Rescue - \$48,750
- Snohomish District 1 - \$50,000

Total Financial Commitment by Agency:

\$108,750 - Graham Fire & Rescue

\$108,750 - West Pierce Fire & Rescue

\$108,750 - Central Kitsap Fire & Rescue

\$108,750 - Cowlitz 2 Fire & Rescue

\$ 60,000 - Central Pierce Fire & Rescue

\$ 50,000 - Sno 1 Fire & Rescue

\$ 10,000 - South Kitsap Fire & Rescue

\$ 5,000 - East Pierce Fire & Rescue

\$560,000 - TOTAL

Central Pierce Fire & Rescue - GEMT Reimbursement Allocation

569,547.00

FINAL

Dept	Managed Care	MC/MC	Fee for Svc	Other	Total Xports	Alloc % on TL Transports	Total Already Paid	Total Allocation	Reimbursement for District Prepays	\$/call avg	Net Owed / (Reimbursed)
Arlington Fire Dept	457	360	30	1605	2,452.00	1.3%		7,277.68	-	2.97	7,277.68
Bention Co 2	105	46	8	284	443.00	0.2%		1,314.85	-	2.97	1,314.85
Bention Co	143	42	2	214	401.00	0.2%		1,190.19	-	2.97	1,190.19
Camano Island	102	41	9	662	814.00	0.4%		2,416.00	-	2.97	2,416.00
Camas FD	410	610	8	1365	2,393.00	1.2%		7,102.57	-	2.97	7,102.57
Central Kitsap	504	280	42	2605	3,431.00	1.8%	108,750.00	10,183.41	98,566.59	2.97	(98,566.59)
Central Valley Amb Auth	1019	893	102	3721	5,735.00	3.0%		17,021.83	-	2.97	17,021.83
Chelan Co Public Hosp	159	85	18	574	836.00	0.4%		2,481.30	-	2.97	2,481.30
Aberdeen	661	501	85	1550	2,797.00	1.5%		8,301.66	-	2.97	8,301.66
Anacortes	181	176	60	1514	1,931.00	1.0%		5,731.32	-	2.97	5,731.32
Bellevue	432	270	18	2769	3,489.00	1.8%		10,355.56	-	2.97	10,355.56
Bothel	56	40	1	509	606.00	0.3%		1,798.64	-	2.97	1,798.64
Bremerton	330	287	40	858	1,515.00	0.8%		4,496.61	-	2.97	4,496.61
Buckley	12	12	0	54	78.00	0.0%		231.51	-	2.97	231.51
Clarkston	173	162	2	1036	1,373.00	0.7%		4,075.15	-	2.97	4,075.15
Everett	888	569	54	2110	3,621.00	1.9%		10,747.35	-	2.97	10,747.35
Hoquiam	469	459	67	1317	2,312.00	1.2%		6,862.16	-	2.97	6,862.16
Kennewick Ambulance	1123	669	49	3139	4,980.00	2.6%		14,780.94	-	2.97	14,780.94
Kirkland FD	336	171	20	1884	2,411.00	1.3%		7,155.99	-	2.97	7,155.99
Lewiston ID	253	200	66	378	897.00	0.5%		2,662.35	-	2.97	2,662.35
Longview	16	11	0	43	70.00	0.0%		207.76	-	2.97	207.76
Lynnwood	486	372	18	1732	2,608.00	1.4%		7,740.70	-	2.97	7,740.70
Montesano	117	0	10	692	819.00	0.4%		2,430.84	-	2.97	2,430.84
Moses Lake	555	445	22	1354	2,376.00	1.2%		7,052.11	-	2.97	7,052.11
Ocean Shores	183	166	8	782	1,139.00	0.6%		3,380.62	-	2.97	3,380.62
Pasco	837	465	55	1574	2,931.00	1.5%		8,699.38	-	2.97	8,699.38
Raymond	232	0	9	899	1,140.00	0.6%		3,383.59	-	2.97	3,383.59
Sedro Wooley	75	82	10	186	353.00	0.2%		1,047.73	-	2.97	1,047.73
Tacoma	1247	1521	101	2725	5,594.00	2.9%		16,603.33	-	2.97	16,603.33
Walla Walla	570	1278	29	1663	3,540.00	1.8%		10,506.93	-	2.97	10,506.93
Clallam Dist 2	28	52	56	245	381.00	0.2%		1,130.83	-	2.97	1,130.83
Clallam Dist 4	5	7	16	83	111.00	0.1%		329.45	-	2.97	329.45
Columbia Dist 3	50	89	2	378	519.00	0.3%		1,540.42	-	2.97	1,540.42

Central Pierce Fire & Rescue - GEMT Reimbursement Allocation

569,547.00

FINAL

Dept	Managed Care	MC/MC	Fee for Svc	Other	Total Xports	Alloc % on TL Transports	Total Already Paid	Total Allocation	Reimbursement for District Prepays	\$/call avg	Net Owed / (Reimbursed)
Cowlitz 2	639	350	33	1729	2,751.00	1.4%	108,750.00	8,165.13	100,584.87	2.97	(100,584.87)
Cowlitz 5	81	48	4	222	355.00	0.2%		1,053.66	-	2.97	1,053.66
Cowlitz 6	178	78	8	759	1,023.00	0.5%		3,036.33	-	2.97	3,036.33
Cowlitz/Lewis 20	80	76	0	21	177.00	0.1%		525.35	-	2.97	525.35
Douglas Okanogan 15	61	50	2	351	464.00	0.2%		1,377.18	-	2.97	1,377.18
East Jefferson FR	339	308	58	1697	2,402.00	1.3%		7,129.28	-	2.97	7,129.28
East Pierce FR	986	450	61	4170	5,667.00	3.0%	5,000.00	16,820.00	(11,820.00)	2.97	11,820.00
Enumclaw	151	98	11	665	925.00	0.5%		2,745.46	-	2.97	2,745.46
Ferry Co Dist 1	38	31	3	166	238.00	0.1%		706.40	-	2.97	706.40
Garfield Co Dist 1	40	20	4	196	260.00	0.1%		771.70	-	2.97	771.70
Grant Co 8	59	12	13	119	203.00	0.1%		602.52	-	2.97	602.52
Grays Harbor 4	9	25	16	65	115.00	0.1%		341.33	-	2.97	341.33
Grays Harbor 2	78	76	18	500	672.00	0.4%		1,994.54	-	2.97	1,994.54
Grays Harbor 5	188	155	16	696	1,055.00	0.5%		3,131.30	-	2.97	3,131.30
Jefferson Co 2	27	20	6	96	149.00	0.1%		442.24	-	2.97	442.24
Jefferson Co 4	25	4	1	91	121.00	0.1%		359.14	-	2.97	359.14
King Co 10 eastside	284	166	20	2129	2,599.00	1.4%		7,713.99	-	2.97	7,713.99
Kitsap Co 18	213	151	26	1283	1,673.00	0.9%		4,965.56	-	2.97	4,965.56
Kistap Co 2	36	20	5	393	454.00	0.2%		1,347.50	-	2.97	1,347.50
Kittitas 2	170	144	31	880	1,225.00	0.6%		3,635.87	-	2.97	3,635.87
Kittitas Pub Hosp Dist 2	118	46	9	461	634.00	0.3%		1,881.75	-	2.97	1,881.75
Klickitat Co EMS 1	237	88	40	1215	1,580.00	0.8%		4,689.54	-	2.97	4,689.54
Lewis Co 15	91	33	8	277	409.00	0.2%		1,213.94	-	2.97	1,213.94
Lewis Co 2	27	11	1	80	119.00	0.1%		353.20	-	2.97	353.20
Lewis Co 3	20	15	0	85	120.00	0.1%		356.17	-	2.97	356.17
Lewis Co 5	86	53	9	298	446.00	0.2%		1,323.75	-	2.97	1,323.75
Lewis Co 6	15	3	0	24	42.00	0.0%		124.66	-	2.97	124.66
Lewis Co 4	42	5	0	163	210.00	0.1%		623.29	-	2.97	623.29
Lewis Co 1	40	27	5	121	193.00	0.1%		572.84	-	2.97	572.84
Lewis Co 14	39	18	2	93	152.00	0.1%		451.15	-	2.97	451.15
Maple Valley Fire	93	42	22	597	754.00	0.4%		2,237.92	-	2.97	2,237.92
Marysville FD	1245	825	183	3943	6,196.00	3.2%		18,390.10	-	2.97	18,390.10
Mason Co 4	14	10	2	31	57.00	0.0%		169.18	-	2.97	169.18

Central Pierce Fire & Rescue - GEMT Reimbursement Allocation

569,547.00

FINAL

Dept	Managed Care	MC/MC	Fee for Svc	Other	Total Xports	Alloc % on TL Transports	Total Already Paid	Total Allocation	Reimbursement for District Prepays	\$/call avg	Net Owed / (Reimbursed)
Mason Co 5	182	122	12	672	988.00	0.5%		2,932.44	-	2.97	2,932.44
North Co EMS	188	0	17	825	1,030.00	0.5%		3,057.10	-	2.97	3,057.10
North Co RFA	311	240	30	1763	2,344.00	1.2%		6,957.13	-	2.97	6,957.13
North Kitsap FR	189	76	112	895	1,272.00	0.7%		3,775.37	-	2.97	3,775.37
North Mason RFA	218	2	3	736	959.00	0.5%		2,846.37	-	2.97	2,846.37
North Whatcom Fire	220	155	8	660	1,043.00	0.5%		3,095.69	-	2.97	3,095.69
Pacific Co 1	151	140	8	911	1,210.00	0.6%		3,591.35	-	2.97	3,591.35
Pierce co 16	217	85	6	708	1,016.00	0.5%		3,015.55	-	2.97	3,015.55
Pierce co 21	576	294	25	2245	3,140.00	1.6%	108,750.00	9,319.71	99,430.29	2.97	(99,430.29)
Pierce co 23	35	8	4	56	103.00	0.1%		305.71	-	2.97	305.71
Pierce co 3	1452	1012	93	3844	6,401.00	3.3%	108,750.00	18,998.55	89,751.45	2.97	(89,751.45)
Pierce co 5	328	180	30	2488	3,026.00	1.6%		8,981.35	-	2.97	8,981.35
Pierce co 14	11	5	3	31	50.00	0.0%		148.40	-	2.97	148.40
Pierce co 17	251	122	22	792	1,187.00	0.6%		3,523.09	-	2.97	3,523.09
Pierce co 6	2088	1165	166	7299	10,718.00	5.6%	69,547.00	31,811.66	37,735.34	2.97	(37,735.34)
Port Angeles FD	142	337	276	938	1,693.00	0.9%		5,024.93	-	2.97	5,024.93
Prosser Mem Hosp EMS	402	0	53	1303	1,758.00	0.9%		5,217.85	-	2.97	5,217.85
Richland Fire	588	494	27	2297	3,406.00	1.8%		10,109.21	-	2.97	10,109.21
San Juan Island	232	54	2	628	916.00	0.5%		2,718.74	-	2.97	2,718.74
SE Thurston Co	116	79	10	379	584.00	0.3%		1,733.35	-	2.97	1,733.35
Shoreline FD	261	304	18	1254	1,837.00	1.0%		5,452.33	-	2.97	5,452.33
Skagit 13	14	17	34	55	120.00	0.1%		356.17	-	2.97	356.17
Skamania Co Pub Hosp 1	177	72	11	588	848.00	0.4%		2,516.92	-	2.97	2,516.92
Snohomish Co 1	1917	1103	102	7057	10,179.00	5.3%	50,000.00	30,211.88	19,788.12	2.97	(19,788.12)
Snohomish Co 15	92	38	90	132	352.00	0.2%		1,044.76	-	2.97	1,044.76
Snohomish Co 17	170	0	6	492	668.00	0.3%		1,982.66	-	2.97	1,982.66
Snohomish Co 19	34	0	0	132	166.00	0.1%		492.70	-	2.97	492.70
Snohomish Co 21	2	5	0	10	17.00	0.0%		50.46	-	2.97	50.46
Snohomish Co 22	58	0	11	288	357.00	0.2%		1,059.60	-	2.97	1,059.60
Snohomish Co 26	115	55	3	277	450.00	0.2%		1,335.63	-	2.97	1,335.63
Snohomish Co 5	122	40	4	209	375.00	0.2%		1,113.02	-	2.97	1,113.02
Snohomish Co 7	553	278	20	2581	3,432.00	1.8%		10,186.38	-	2.97	10,186.38
Snohomish Co 8	530	0	15	1835	2,380.00	1.2%		7,063.98	-	2.97	7,063.98



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Interlocal Agreement – 2017 SAFER Grant Volunteer Firefighter Program Recruitment & Retention Coordinator Position	Agenda Date: November 13th, 2018		AB18-097
	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 – Treva Percival		X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore	X	X
	Community Services – Kevin Caviezel		
Cost Impact: ~ \$23,000 annual local match	Planning Dept – Kathy James		
Fund Source: Grant funded and Fund 001	Police Dept – Chief Arsanto		
Timeline: 4-year grant award	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
Attachments: None			
SUMMARY STATEMENT:			
<p>The City of Buckley (Fire Department) acting as the “lead applicant” on behalf of the City of Buckley, Town of Carbonado, Town of Wilkeson, Pierce County Fire District No. 25 (Crystal Mountain), and Pierce County Fire District No. 26 (Greenwater) applied for and were awarded a 2017 SAFER Grant from FEMA to fund a Volunteer Firefighter Program Recruitment & Retention Coordinator Position. This Interlocal Agreement establishes the mutual terms by which this 4-year grant award will be administered and shared by the five jurisdictions.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Concept presented to Committee on October 23, 2018 - the Interlocal Agreement was presented to A/F/PS on 11/13/2018.			
RECOMMENDED ACTION: A MOTION authorizing the Mayor to execute the Interlocal Agreement of the five party jurisdictions to the 2017 SAFER Grant Award funding a Volunteer Firefighter Program Recruitment & Retention Coordinator position.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
11/13/2018			

D. CONSENT AGENDA

**City Council
October 23, 2018**

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

Upon roll call, the following members were present: Bender, Smith, Leggett, B. Burkett, Wilbanks, Tremblay, and S. Burkett. Also in attendance were City Administrator Schmidt, Police Chief Arsanto, and Utility Superintendent Banks.

Mayor Johnson asked if there were any other additions, deletions, or changes to the agenda.

Council member S. Burkett moved to approve the agenda as presented. Council member Bender seconded the motion. Motion carried.

CITIZEN PARTICIPATION

None.

STAFF REPORTS

Utility Superintendent Banks gave a project status update for River Avenue and the work that Pivetta is doing for the City.

City Administrator Schmidt stated that the first budget presentation to the Council will be next Tuesday, October 30th and Community Services and Utilities will be presenting.

MAIN AGENDA

Union Contract #286 (2018-2020) – Revision #1 – Janus Decision Language
Council member S. Burkett moved to Approve Union Contract #286 – Revision 1. Council member Smith seconded the motion. Motion carried.

Addendum to Professional Services Agreement – Robert C. Freeby
Council member Tremblay moved to Approve the Addendum to Professional Services Agreement – Robert C. Freeby. Council member S. Burkett seconded the motion. Motion carried.

River Ave. Reconstruction Project – Change Order #4
Council member Tremblay moved to Approve the River Ave. Reconstruction Project – Change Order #4. Council member Smith seconded the motion. Motion carried.

CONSENT AGENDA

Council Member Leggett moved to approve the Consent Agenda. Council member Bender seconded the motion. Motion carried.

Approve Minutes of October 9, 2018, City Council Meeting

Claim check numbers 59054 through 59075, in the amount of \$88,964.37, for the period of October 10, 2018, through October 23, 2018, are hereby approved and ordered paid this 23rd day of October 2018.

COMMITTEE REPORTS

Mayor's Report:

Mayor Johnson stated that she would be attending the Washington State Rails to Trails Coalition conference in Wenatchee this weekend.

Administration, Finance & Public Safety:

Council member Tremblay shared that the committee met today and reviewed the agenda items for tonight's meeting. He shared a couple of items that will be coming to the Council at the November 13th meeting. He also stated that there are three great presentations on the PCRC website that he encouraged the Council to take a look at. The next PCRC General Assembly will be February 21, 2019.

Transportation & Utilities:

Council member B. Burkett shared that they met on October 16th and received updates on City projects. He stated that they also learned that last year, staff was asked to do 430 locates and this year, they are already at almost 700. The Committee reviewed the possibility of the City purchasing a small excavator and reviewed new positions for 2019.

Community Services:

Council member S. Burkett stated that they have reviewed the 2019 budget. The Youth Center will be hosting a Harvest Festival on October 31st from 4 – 6 PM. Merry on Main is coming along nicely. The Committee's next meeting will be on November 15th.

Council Member Comments & Good of the Order:

Council member B. Burkett distributed a handout to all Council members regarding the Rainier Gateway Subarea plan. He would like to see the Council start having study sessions in January specifically devoted to this matter. Council members Smith and Bender shared their support of Council member B. Burkett's suggestion.

Council member Smith moved to adjourn. Council member B. Burkett seconded the motion. Motion carried.

With nothing further the meeting was adjourned at 7:30 PM.

Mayor

City Administrator

**CITY COUNCIL
STUDY SESSION**

October 30, 2018

ATTENDEES: Councilmembers Bender, Smith, S. Burkett, Leggett, B. Burkett, Smith and Wilbanks, City Administrator Schmidt, Utility Superintendent Banks, Police Chief Arsanto, Fire Chief Predmore, Community Services Director Caviezel, Finance Director Bazzar, and Mayor Johnson.

Mayor Johnson called the Study Session to order at 7:04 PM.

The following department heads gave their budget presentations: Community Services Director Caviezel, Utility Superintendent Banks, and Police Chief Arsanto.

Mayor Johnson adjourned the study session at 9:11 PM.

City Administrator Dave Schmidt

Mayor Pat Johnson

**CITY COUNCIL
STUDY SESSION**

November 6, 2018

ATTENDEES: Councilmembers Bender, Smith, S. Burkett, Leggett, B. Burkett, Smith and Wilbanks, City Administrator Schmidt, Fire Chief Predmore, Asst. Fire Chief Skogen, Court Administrator Cash, Finance Director Bazzar, and Mayor Johnson.

Mayor Pro Tem Tremblay called the Study Session to order at 7:01 PM.

The following department heads gave their budget presentations: Court Administrator Cash, Fire Chief Predmore, and City Administrator Schmidt presented the 2019 proposed budget for Administration, Finance, and IT.

The Council also had a brief discussion on the subarea plan, this conversation will continue at the December 4, 2018, Study Session where Tarragon LLC will be present to answer questions regarding the Rainier Gateway design.

Mayor Pro Tem Tremblay adjourned the study session at 9:15 PM.

City Administrator Dave Schmidt

Mayor Pat Johnson

CITY OF BUCKLEY				TRANSFER VOUCHER	
		Oct 31 2018			
From Fund #	NAME	AMOUNT		To Fund #	NAME
	Bars Number				Bars Number
1	General Fund	\$ 274,816.20			Payroll Fund
		\$ 88,146.33			Claims Fund
	597.00.40	\$ 100.00	430		Utility Equip Res
	597.00.65	\$ 416.00	2		Contingency Reserve Fund
					397.00.60
					397.00.10 St Merge
3	GF Cumulative Reserve				
	597.00.30	\$ 12,682.79	1		G F Investment Interest
					397.00.45 St Merge
4	Cemetery				Claims Fund
	597.00.00	\$ 83.00	430		Utility Equipment Reserve
	597.00.50.30		1		GF Insurance Portion
					397.00.20
					397.60.80 St Merge
7	P D Maintenance Reserve				Payroll Fund
		\$ 10,698.93			Claims Fund
8	Railroad ROW	\$ 1,831.71			Payroll Fund
		\$ 904.48			Claims Fund
	597.00.50.30		1		GF Insurance Portion
	597.00.00.46	\$ 83.00	430		Utility Equipment Reserve
					397.60.80 St Merge
					397.00.70
30	Fire Equipment & EMS Reserve				Payroll Fund
					Claims Fund
35	Park Construction				Payroll Fund
					Claims Fund
	597.10.00.10	\$ 244.32	1		G F Investment Interest
	597.10.10.10	\$ 2,778.00	307		Cap Imp Trailhead Parking
	597.10.20	\$ 223.00	430		Utility Equipment Reserve
					397.00.40 St Merge
					397.10.40
					397.00.75
101	Street Operations	\$ 6,776.52			Payroll Fund
		\$ 5,326.92			Claims Fund
	597.00.00		430		Utility Equipment Reserve
	597.50.00.30		1		GF Insurance Portion
	597.20.00		1		GF Administration
	597.30.00		102		Street Capital Improvement
	597.50.00.70		1		GF Dispatch
					397.00.10
					397.60.82
					397.60.20
					397.00.10.50
					397.60.22
102	Street Capital Improvement				Payroll Fund
		\$ 10,399.82			Claims Fund
	597.10.00.30		1		GF Investment Interest
	597.10.00.31	\$ 4,225.00	1		GF Project Administration
					397.00.40
					397.60.95

From Fund #	NAME	AMOUNT	To Fund #	NAME	Bars Number
102	Street Capital Improvement				
	597.10.00.32	\$ 2,778.00	307	Cap Imp Trailhead Parking	397.10.80.60
	597.10.00.33	\$ 1,112.00	430	Utility Equipment Reserve	397.00.80
103	Tranportation Benefit District	\$ 19.20		Claims Fund	
	597.00.00	\$ 4,167.00	101	City Street	397.42
	597.30.48	\$ 6,792.00	101	City Street	397.20.10
105	EMS	\$ 12,694.54		Payroll Fund	
		\$ 28,036.86		Claims Fund	
	597.90.00	\$ 500.00	030/131	Fire Equip/EMS Res	131-397
	597.90.00.40	\$ 125.00	30	Fire/EMS Bunker Gear	397.10.10
109	Criminal Justice			Payroll Fund	
				Claims Fund	
	597.10.00.20	\$ 4,167.00	7	PD Maintenance Reserve	397.00.00
134	Fire Station Construction			Payroll Fund	
		\$ 1,518.65		Claims Fund	
	597.10.00.30	\$ 96.82	202	FS Bond Investment Interest	397.00.40
136	Visitor Promo			Payroll Fund	
		\$ 7,762.02		Claims Fund	
	597.10.00.10	\$ 175.45	1	GF Investment Interest	397.00.40
	597.51.00.30		1	GF Insurance Portion	397.60.90
	597.52.00.60		1	GF Brick Sales Administration	397.60.91
202	Fire Station Construction Bond	\$ 757.81		Claims Fund	
307	Capital Improvement			Payroll Fund	
		\$ 53,436.71		Claims Fund	
	597.10.00.10	\$ 4,083.53	1	GF Investment Interest	397.00.40
	597.10.00.31	\$ 530.00	1	GF Project Administration	397.60.99
	597.00.20.00		102	St CIP - River Avenue	397.00.20
	597.10.00.32	\$ 25,000.00	102	PW Admin Bldg	397.10.50
308	Comp Plan Cap Imp	\$ 13,435.24		Payroll Fund	
		\$ 800.00		Claims Fund	
	597.10.30		307	Cap Imp - PW Admin Bldg	397.10.80.50
	597.10.20		102	St CIP - River Avenue	397.10.40
401	Natural Gas Operations			Claims	
	6% tax 533.10.54		1	GF Business Tax	316.43
	597.00.00.70		1	GF Gas System Sale	397.60.93

From Fund #	NAME	AMOUNT	To Fund #	NAME	Bars Number
402	Water Sewer Operations	\$ 86,061.51		Payroll Fund	
		\$ 44,461.20		Claims Fund	
	10% tax W 534.10.54	\$ 11,242.39	1	GF Business Tax	316.42
	10% tax S 535.10.54	\$ 16,698.97	1	GF Business Tax	316.44
	597.00.00.50	\$ 542.00	1	GF Dispatch	397.00.60
	597.00.00.51	\$ 6,768.00	1	GF Admin Water	397.60.10
	597.00.00.52	\$ 8,363.00	1	GF Admin Sewer	397.60.10
	W 597.00.00.53		1	GF Insurance Portion	397.60.60
	S 597.00.00.55		1	GF Insurance Portion	397.60.60
	597.00.00.70	\$ 69,874.00	405	Sewer Imp Fund	397.00.00 St Merge
	597.00.00.80	\$ 20,105.00	406	Water Imp Fund	397.00.00 St Merge
	597.00.00.40	\$ 2,084.00	430	Utility Equipment Reserve	397.00.40
	597.00.00.90	\$ 5,556.00	307	Cap Imp - PW Admin Bldg	397.10.60
403	Solid Waste	\$ 78,717.37		Claims Fund	
	10% tax 537.10.54	\$ 10,543.11	1	GF Business Tax	316.45
	597.00.00.10	\$ 5,112.00	1	GF Administration	397.60.40
	597.00.00.55		1	GF Insurance Portion	397.60.83
405	Sewer Ext & Replacement			Payroll Fund	
		\$ 44,061.24		Claims Fund	
	597.10.00.31	\$ 729.00	1	GF Project Administration	397.60.96
	597.10.00.32	\$ 4,445.00	307	Cap Imp - PW Admin Bldg	397.10.80.70
	597.10.00.33	\$ 2,778.00	430	Utility Equipment Reserve	397.00.85
406	Water Line Replacement & Ext			Payroll Fund	
		\$ 91,644.31		Claims Fund	
	597.10.00.31	\$ 1,264.00	1	GF Project Administration	397.60.97
	597.10.00.32	\$ 2,778.00	307	Cap Imp - PW Admin Bldg	397.10.80.80
	597.10.00.40	\$ 2,778.00	430	Utility Equipment Reserve	397.00.90
407	Storm Drain Operation & Maint	\$ 18,006.46		Payroll Fund	
		\$ 5,933.58		Claims Fund	
	10 % tax 531.30.44.01	\$ 4,796.86	1	GF Business Tax	316.48
	597.00.00	\$ 1,250.00	430	Utility Equipment Reserve	397.00.50
	597.00.00.10	\$ -	408	Storm Drain Cap	397.00.30 St Merge
	597.00.00.20	\$ 6,190.00	1	GF Admin	397.60.40.10
	597.00.00.53		1	GF Insurance Portion	397.60.71
	597.00.00.57	\$ 42.00	1	GF Dispatch	397.60.21

E. COMMITTEE REPORTS