



BUCKLEY CITY COUNCIL MEETING AGENDA
March 27, 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 #03-18
Next Resolution #18-02
Next Agenda Bill #AB18-020

A. Citizen Participation

Kathy Norbeck & Greg Dyer – Pierce County Library – Pierce County Reads 2018

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. Army Corps – Mud Mt. Dam Construction Presentation Pg. 7
2. ORD ___ - 18 - Adopting 2018 Stormwater Management Program Pg. 8
3. ORD ___ -18 - Emergency Moratorium - Marijuana Production & Processing Pg.27
4. ORD ___ - 18 - Adopting 2018 Water System Comprehensive Plan Pg.31
5. RES 18 - ___ - Amending Taxes, Rates & Fees Schedule – Revision #26 Pg.35
6. Bid Award – River Avenue Reconstruction Project – TIB Pg.53
7. Agreement - Collection Services - Alliance One Pg.67
8. MOA for Cooperative Planning - Foothills Trail Buckley Trailhead Pg.78

D. Consent Agenda

Pg.85

9. A. Approve Minutes of February 27, 2018 City Council Meeting
Approve Minutes of March 6, 2018 City Council Study Session
Approve Minutes of March 13, 2018 City Council Meeting
- B. Claims

E. Committee Reports

10. Mayor's Report Johnson
11. Administration, Finance & Public Safety Tremblay
12. Transportation & Utilities B. Burkett
13. Community Services S. Burkett
14. Council Member Comments & Good of the Order



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

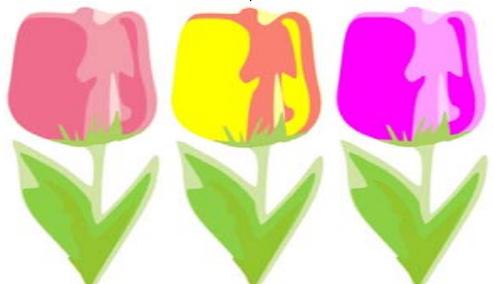
Mar 20	7:00 PM	Transportation & Utilities (City Hall)
Mar 27	9:30 AM	Admin, Finance & Public Safety (City Hall)
Mar 27	7:00 PM	City Council
Apr 2	7:00 PM	Planning Commission
Apr 3	7:00 PM	City Council Study Session
Apr 9	10:30 AM	Buckley Hall Board (City Hall)
Apr 10	9:30 AM	Admin, Finance & Public Safety (City Hall)
Apr 10	7:00 PM	City Council
Apr 12	1:00 PM	Community Services (City Hall)
Apr 16	7:00 PM	Planning Commission
Apr 17	7:00 PM	Transportation & Utilities (City Hall)
Apr 24	9:30 AM	Admin, Finance & Public Safety (City Hall)
Apr 24	7:00 PM	City Council

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

Last Revised March 22, 2018

April 2018



Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 	2 7:00 <i>Planning Commission</i>	3 7:00 <i>City Council Study Session</i>	4	5	6	7
8	9 10:30 <i>Buckley Hall Board</i>	10 9:30 <i>Admin, Fin & Public Safety</i> 7:00 <i>City Council</i>	11	12 1:00 <i>Community Services</i>	13	14
15	16 7:00 <i>Planning Commission</i>	17 7:00 <i>Transportation & Utilities</i>	18	19	20	21
22	23	24 9:30 <i>Admin, Fin & Public Safety</i> 7:00 <i>City Council</i>	25	26	27	28
29	30					

A. CITIZEN PARTICIPATION

B. STAFF REPORTS

C. MAIN AGENDA



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Army Corps of Engineers – Mud Mt. Dam Construction Presentation	Agenda Date: March 27, 2018		AB18-020
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		X
	City Clerk – Joanne Starr		X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Ellen Boyd		
	Planning Dept – Kathy Thompson		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
PW/Utilities – Chris Banks			
Attachments: N/A			
<p>SUMMARY STATEMENT: Representatives from the U.S. Army Corps of Engineers are planning to give a short presentation to the City Council on the upcoming Mud Mt. Dam Construction Project scheduled to begin in June, 2018.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: N/A			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: ORD No. __-18 - Adopting New 2018 Stormwater Management Program Cost Impact: N/A Fund Source: N/A Timeline: N/A	Agenda Date: March 27, 2018		AB18-021
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller	X	X
	City Clerk – Joanne Starr		
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Ellen Boyd		
	Planning Dept – Kathy Thompson		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
PW/Utilities – Chris Banks		X	
Attachments: Ordinance & SWMP			
<p>SUMMARY STATEMENT: In 2013 staff and the engineer’s simplified the SWMP to identify #1) what the permit requirements are and #2) provide a table with the activities the City will do to meet the requirements. This was done so that when we have to annually update the SWMP, all we have to do is delete the rows in the table that don’t apply anymore. This has been done for this new 2018 version being presented for consideration. The updated SWMP has to be attached to the annual report due on March 31st.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: T/U 3/20/18			
RECOMMENDED ACTION: MOTION to Approve ORD No. __-18 Adopting an updated 2018 Stormwater Management Program.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

ORDINANCE NO. ___ - 18

AN ORDINANCE OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON, ADOPTING A NEW 2018 CITY OF BUCKLEY PHASE II NPDES STORMWATER MANAGEMENT PROGRAM.

WHEREAS, the Federal Environmental Protection Agencies phase II regulations went into effect in early 2003 and apply to all regulated small municipal separate storm sewer systems; and

WHEREAS, on January 17, 2007 Washington State Department of Ecology (Ecology) issued two phase II municipal stormwater permits, one for western Washington and one for eastern Washington. The Phase II permit for western Washington covers at least 80 cities and five counties; and

WHEREAS, DOE determined that the City of Buckley was to be included under this Stormwater Phase II NPDES Permit coverage; and

WHEREAS, DOE modified the Phase II Permit in 2009. Ecology reissued it unmodified on August 1, 2012 at legislative direction to be effective through July 31, 2013. After an extensive public process, Ecology also reissued the updated 2013 to 2018 permit on August 1, 2012. This permit was then extended by Ecology to July 31, 2019.

WHEREAS, the newly reissued Phase II permit requires that each municipality meet the requirements of their NPDES permit. Each municipality's permit for discharging stormwater is designed to reduce the discharge of pollutants, protect water quality, and meet the requirements of the Clean Water Act.

WHEREAS, the newly reissued Phase II permits requires stormwater managers to

develop a new “revised” *Stormwater Management Plan (SWMP)* that is a “forward only” looking document that describes what the City will do (not what was done in the past) during the next permit phase.

WHEREAS, the Phase II municipal permits require that permittees develop—and annually update—a Stormwater Management Program (SWMP) document to submit with the annual report; and

WHEREAS, City staff with assistance from engineer’s from Gray & Osborne have modified the City’s previously adopted SWMP to meet the criteria established by Ecology and ensure compliance with the Phase II NPDES; and

WHEREAS, the City Council desires to adopt the newly revised 2018 Stormwater Management Program to comply with the Ecology Phase II NPDES Stormwater Permit requirements;

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

Section 1. The City of Buckley 2017 Stormwater Management Program is hereby repealed and replaced with the Phase II NPDES 2018 Stormwater Management Program, attached as Exhibit A and incorporated by this reference as if set forth in full.

Section 2. 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 3. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

Passed by the City Council on the 27th day of March, 2018.

Mayor Pat Johnson

Attest:

Joanne Starr, City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

PUBLISHED: _____, 2018

EFFECTIVE: _____, 2018

City of Buckley



Stormwater Management Program



March 2018

1.0 - INTRODUCTION

This document has been prepared to meet the Western Washington Phase II Municipal Stormwater Permit (Permit) requirement for the continued development and updating of a Stormwater Management Program (SWMP). The purpose of the SWMP is to reduce the discharge of pollutants from the municipal stormwater system to the maximum extent practicable and to protect water quality.

The National Pollutant Discharge Elimination System (NPDES) Permit is a federal permit that regulates stormwater and wastewater discharges to waters of the State. While it is a federal permit, the regulatory authority was passed on to the Washington State Department of Ecology (Ecology). In response, Ecology developed and issued the Western Washington Phase II Municipal Stormwater Permit. The Permit was issued by Ecology on January 17, 2007 and was modified on June 17, 2009. A new permit was issued August 1, 2013 and extended until July 31, 2018. Due to the need for additional time to prepare for the next permit cycle, Ecology extended this permit to July 31, 2019. It is the intent of this SWMP to recognize and to plan for these requirements where appropriate.

All municipalities affected by the permit must create and implement a SWMP which addresses the following required program elements:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Controlling Run-Off from New Development, Redevelopment and Construction Sites
- Municipal Operations and Maintenance
- Total Maximum Daily Loads (TMDLs), if applicable to the jurisdiction

The City of Buckley SWMP will be updated annually and submitted with the City's Annual Report to Ecology. The City of Buckley is posting this document on the City web site, <http://www.cityofbuckley.com/>, so it can be viewed by the public. Comments on the City's SWMP can be made by submitting comments in writing to City of Buckley. Comments can be delivered or mailed to City of Buckley, PO Box 1960, 933 Main Street, Buckley, WA 98321 ATTN: Dave Schmidt, City Administrator. Email comments may be sent to: dschmidt@cityofbuckley.com.

2.0 - PUBLIC EDUCATION AND OUTREACH PROGRAM

The following section describes the Permit requirements related to Public Education and Outreach and the planned activities the City intends to conduct to meet these requirements.

2.1 Permit Requirements

The 2013 Permit (Section S5.C.1) requires the City to:

- Include an education and outreach program designed to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts and encourages public participation. The target audiences include the general public, engineers/contractors/developers/land use planners/, residents, landscapers and property managers/owners.
- Create stewardship opportunities to participate in such activities as stream teams, storm drain marking, volunteer monitoring, education, and riparian plantings.
- Measure the understanding and adoption of the targeted behaviors for at least one target audience no later than February 2, 2016.

2.2 Planned Activities

Future activities planned to meet the Public Education and Outreach requirement of the permit are listed in Table 2-1.

Table 2-1

Planned Activities for Public Education and Outreach Program

Task ID	Task Description	Schedule
EDUC-1	Engineers/Contractors/Developers/Land Use Planners – Stormwater treatment and flow control BMPs/facilities: Pamphlet passed out with permits	Ongoing
EDUC-2	General public – general impacts of stormwater: Utility bill insert on stormwater topics	Annually

3.0 - PUBLIC INVOLVEMENT AND PARTICIPATION PROGRAM

The following section describes the Permit requirements related to Public Involvement and Participation and the planned activities the City intends to conduct to meet these requirements.

3.1 Permit Requirements

The 2013 Permit (Section S5.C.2) requires the City to:

- Provide ongoing opportunities for public involvement through advisory councils, public hearings, watershed committees, participation in developing rate structures or other similar activities.
- Provide the opportunity for the public to participate in the decision making processes involving the SWMP.
- The SWMP and Annual Report shall be posted to the City’s website no later than May 31st of each year.

3.2 Planned Activities

Future activities planned to meet the Public Involvement and Participation requirement of the permit are listed in Table 3-1.

Table 3-1

Planned Activities for Public Involvement and Participation

Task ID	Task Description	Schedule
PI-1	Hold public meeting on the current Stormwater Management Program via the City Council	Early March (each year)
PI-2	Post final SWMP and Annual Report to City Website	By April 30th (each year)
PI-3	Post final SWMP in local library	By April 30 th (each year)
PI-4	Post public opportunities to get involved on City website (i.e. storm drain stenciling, Adopt-a-Street and volunteer monitoring)	Ongoing

4.0 - ILLICIT DISCHARGE DETECTION AND ELIMINATION

The following section describes the Permit requirements related to Illicit Discharge Detection and Elimination (IDDE) and the planned activities the City intends to conduct to meet these requirements.

4.1 Permit Requirements

The 2013 Permit (Section S5.C.3) requires the City to:

- Provide ongoing program designed to prevent, detect, characterize, trace and eliminate illicit connections and illicit discharges.
- Field assess at least one high priority waterbody in 2013 for IDDE purposes.
- Update City stormwater basemap which shall include all known outfalls, receiving waters, stormwater treatment and flow control facilities, conveyances where the outfall is 24-inches in diameter (or larger), and land use.
- Maintain an ordinance that effectively prohibits non-stormwater, illicit discharges into the storm system to the maximum extent allowable under state and federal law. The ordinance shall describe the allowable discharges and shall have an escalating enforcement procedure. This ordinance shall be reviewed and revised (if necessary) by February 2, 2018. The City shall have a compliance strategy to enforce the ordinance such as public education, technical assistance, source control and/or maintenance of stormwater facilities.
- Implement IDDE program that includes field screening of the system for illicit discharges/connections (40% of the system to be inspected no later than December 31, 2017 and then an average of 12% each year thereafter), procedures for detecting illicit discharges/connection and related enforcement, training for City staff, and informing businesses of hazards with illicit discharges,
- Publicize hotline for public reporting of spills and illicit discharges.

4.2 Planned Activities

Future activities planned to meet the Illicit Discharge and Detection and Elimination requirement of the permit are listed in Table 4-1.

Table 4-1

Planned Activities for Illicit Discharge Detection and Elimination

Task ID	Task Description	Schedule
IDDE-1 / EDUC-4	Provide general public with information related to IDDE on City website	Ongoing
IDDE-2	Maintain stormwater basemap	Ongoing
IDDE-5	Field Screen 10% of system for IDDE each year through 2017 and then 12% of the system each year thereafter (Maintain records of which areas have been field screened and date inspected). Prioritize discharges to Spiketon Creek higher (see Task TMDL-1, Section 7.0 of this Plan).	<ul style="list-style-type: none"> ▪ August 2018 (<i>Next 12%</i>)
IDDE-6	Renew IDDE training for field staff and public employees (Track each training session with names of employees and date)	<ul style="list-style-type: none"> ▪ June 2018
IDDE-7 / EDUC- 7	Provide businesses with brochures related to IDDE (track number of brochures and date delivered).	<ul style="list-style-type: none"> ▪ Light Industrial ▪ Construction: Ongoing with permit handouts

5.0 - CONTROLLING RUNOFF FROM NEW DEVELOPMENT, REDEVELOPMENT, AND CONSTRUCTION SITES

The following section describes the Permit requirements related to controlling runoff from new development, redevelopment and construction sites. It also describes the planned activities the City intends to conduct to meet these requirements.

5.1 Permit Requirements

The 2013 Permit (Section S5.C.4) requires the City to:

- Implement and enforce a program to reduce pollutants in stormwater runoff from new development, redevelopment and construction site activities.
- Implement an ordinance to address runoff from these activities to be effective no later than December 31, 2016.
 - The ordinance addressing specific requirements in S5.C5.a(i) through (iii) shall apply to all applications submitted on or after January 1, 2017 and shall apply to projects approved prior to January 1, 2017 which have not started construction by January 1, 2022.
 - Include legal authority to inspect and enforce maintenance standards for private facilities for new development or redevelopment.
 - Include provision to verify adequate long-term operation and maintenance of stormwater treatment and flow control BMPs/facilities. The ordinance must:
 - Clearly identify the party responsible for maintenance
 - Establish maintenance standards as protective as Chapter 4, Volume V of the *Stormwater Management Manual for Western Washington*.
 - Address annual inspections of all permitted stormwater treatment and flow control BMPs/Facilities unless there are maintenance records to justify a different frequency.
 - Address inspections of all permitted stormwater treatment and flow control BMPs/Facilities and catch basins in new residential developments every six months until 90% of the lots are constructed (or when construction is stopped and the site is fully stabilized).
- At least 80% of scheduled inspections need to be completed to be in compliance with the permit.
- Adopt Minimum Requirements, thresholds and definitions in Appendix 1 of the Permit.
- Implement a site plan review process, inspection and enforcement to meet development standards for both private and public projects.
 - Review all stormwater site plans.
 - Inspect all permitted sites that have a high potential for sediment transport.
 - Prior to clearing and construction

- During construction (for erosion control)
- After construction (permanent stormwater facilities; maintenance plan in place for treatment/flow control BMPS/facilities). If an inspection identifies an exceedence of the maintenance standard, then the following maintenance should be performed:
 - Inspections to be held within 1 year for typical maintenance, except catch basins
 - Within 6 months for catch basins
 - Within 2 years for maintenance that requires capital construction of less than \$25,000.
- Maintain records of all inspections, warning letters, notices of violations, and other enforcement records.
- Make available the “Notice of Intent for Construction Activity” and “Notice of Intent for Industrial Activity” to developers.
- Train staff in the site plan review process, inspections, and enforcement. Maintain records of this training and names of staff trained.
- Implement low impact development (LID) code no later than December 31, 2016.
 - Conduct review of LID codes using Integrating LID into *Local Codes: A Guidebook for Local Governments* (Puget Sound Partnership).
 - Submit summary of the review with annual report by March 31, 2017. The summary is to include existing LID requirements, a list of participants (job title, brief job description, department represented), the codes, rules, standards, and revisions made which incorporate LID principles and LID BMPs. It shall be organized into a) measures to minimize impervious surfaces, (b) measures to minimize loss of native vegetation and c) other measures to minimize stormwater runoff.
- Watershed-scale stormwater planning (i.e. provide support to Pierce County if the County chooses a watershed that includes the City of Buckley).

5.2 Planned Activities

Future activities planned to meet the Control Runoff from New Development, Redevelopment and Construction Sites requirement of the permit are listed in Table 5-1.

Table 5-1

Planned Activities for Controlling Runoff from New Development, Redevelopment and Construction Sites

Task ID	Task Description	Schedule
CTRL-1	Review site plans for compliance with BCC 14.30 and 14.40 (Keep track of number of site plans reviewed)	Ongoing
CTRL-2	Provide post construction inspections prior to approval for compliance with BCC 14.30 and 14.40 (Maintain inspection records; see CTRL-4).	Ongoing
CTRL-3	Inspect constructions sites prior to and during construction for erosion control (Maintain inspection records; see CTRL-4).	Ongoing
CTRL-4	Maintain records of inspections (Include name of inspector, date, findings, warning letters, notices of violations, enforcement actions).	Ongoing <i>(Need to complete 80% of scheduled inspections)</i>
CTRL-5	Provide annual inspections of all stormwater treatment and flow control BMPs/facilities. <ul style="list-style-type: none"> ▪ Maintain inspection records; see CTRL-4. ▪ Document if a reduced inspection frequency is used. ▪ If inspection reveals that a maintenance standard is not being maintained, need to perform maintenance: <ul style="list-style-type: none"> ○ within 1 year (all facilities except catch basins) ○ within 6 months (catch basins) or ○ within 2 years (maintenance that requires capital construction of less than \$25,000). 	Ongoing <i>(Need to complete 80% of scheduled inspections)</i>
CTRL-6	Train staff in the site plan review process, inspections, and enforcement. Maintain records of this training and names of staff trained.	Ongoing/New Hires <ul style="list-style-type: none"> ▪ June 2018
CTRL-7	Make available the “Notice of Intent for Construction Activity” and “Notice of Intent for Industrial Activity” to developers.	Ongoing

6.0 - MUNICIPAL OPERATIONS AND MAINTENANCE

The following section describes the Permit requirements related to the City's stormwater operation and maintenance practices. It also describes the planned activities the City intends to conduct to meet these requirements.

6.1 Permit Requirements

The 2013 Permit (Section S5.C.5) requires the City to:

- Implement an operations and maintenance (O&M) program that includes a training component and has the ultimate goal of preventing or reducing pollutant runoff from municipal operations.
- Establish maintenance standards as protective as Chapter 4, Volume V of the *Stormwater Management Manual for Western Washington*.
- If an inspection identifies an exceedence of the maintenance standard, then the following maintenance should be performed:
 - Inspections to be held within 1 year for typical maintenance, except catch basins
 - Within 6 months for catch basins
 - Within 2 years for maintenance that requires capital construction of less than \$25,000.
- Perform annual inspections and take appropriate maintenance actions of all permitted stormwater treatment and flow control BMPs/Facilities unless there are maintenance records to justify a different frequency.
- Spot check and if necessary, repair potentially damaged permanent stormwater treatment and flow control BMPs/facilities after major storm events (24 hour storm event with a 10 year or greater recurrence interval).
- Inspect (and clean if necessary) all catch basins and inlets owned by the City at least once no later than August 1, 2017 and every two years thereafter.

Alternatives to this schedule include:

- Revised inspection frequency allowed if maintenance records for double the length of the proposed inspection frequency warrant a reduced inspection frequency. If these records are not available, certified (per G19), written statements to document a specific, less frequent inspection schedule may be submitted and shall be based on actual inspection and maintenance experiences.
- Conduct inspections by "circuit basis" whereby 25% of catch basins and inlets within each circuit are inspected. Include an inspection of the catch basin immediately upstream of any system outfall if applicable. Clean all catch basins within a given circuit for which the inspection indicates cleaning is needed.
- Clean all pipes, ditches, catch basins and inlets within a circuit once during the permit term. Circuits selected for this alternative must drain to a single point.

- Implement practices, policies and procedures to reduce stormwater impacts associated with runoff from all lands owned by the City including streets, parking lots, roads highways, buildings, parks, open space, road right-of-ways, maintenance yards, and stormwater treatment and flow control BMPs/facilities.
 - The following activities are to be addressed: pipe cleaning, cleaning of culverts that convey stormwater in ditch systems, ditch maintenance, street cleaning, road repair and resurfacing (including pavement grinding), snow and ice control, utility installation, pavement striping maintenance, maintaining roadside areas, including vegetation management, dust control, applications of fertilizers/pesticides/herbicides (including reducing nutrients and pesticides using alternatives that minimize environmental impacts), sediment and erosion control, landscape maintenance and vegetation disposal, trash and pest waste management, and building exterior cleaning and maintenance.
- Implement training program for employees on O&M practices. Follow up training and documentation of training shall be conducted. A list of trained staff shall be maintained.
- Implement a Stormwater Pollution Prevention Plan (SWPPP) for all heavy equipment maintenance or storage yards and material storage facilities owned by the City. A schedule for implementation of structural BMPs and periodic visual observation of discharges from the facility to evaluate the effectiveness of the BMP shall be included in the SWPPP. Generic SWPPPs applicable to multiple sites may be used.
- Maintain records of inspection and maintenance or repair activities.

6.2 Planned Activities

Future activities planned to meet the Municipal Operations and Maintenance requirement of the permit are listed in Table 6-1.

Table 6-1

Planned Activities for Municipal Operations and Maintenance

Task ID	Task Description	Schedule
O&M-1	Maintain records of inspections and maintenance activities.	Ongoing
O&M-2	<p>Provide annual inspections of all stormwater treatment and flow control BMPs/facilities.</p> <ul style="list-style-type: none"> ▪ Maintain inspection records; see O&M-1. ▪ Document if a reduced inspection frequency is used. ▪ If inspection reveals that a maintenance standard is not being maintained, need to perform maintenance: <ul style="list-style-type: none"> ○ within 1 year (all facilities except catch basins) ○ within 6 months (catch basins) or ○ within 2 years (maintenance that requires capital construction of less than \$25,000). 	Ongoing
O&M-3	Spot check treatment and flow control facilities/BMPs and repair if necessary.	After 24-hour/10-year storms (Ongoing)
O&M-4	Train staff in O&M operations, inspection procedures, reporting water quality concerns, and on efforts to reduce pollutants to runoff. Maintain records of this training and names of staff trained.	<p>Ongoing/New Hires</p> <ul style="list-style-type: none"> ▪ June 2018
O&M-9	Inspect catch basins and inlets	Inspect 50% annually (<i>all cbs to be inspected by 2019</i>).

7.0 - COMPLIANCE WITH TOTAL MAXIMUM DAILY LOAD (TMDL) REQUIREMENTS

The following section describes the Permit requirements related to the City's participation in the South Prairie Creek Action Plan and the Total Maximum Daily Load associated with it. It also describes the planned activities the City intends to conduct to meet these requirements.

7.1 Permit Requirements

The 2013 Permit (Appendix 2) requires the City to:

- Designate areas discharging via the MS4 to Spiketon Creek as the highest priority areas for illicit discharge detection and elimination routine field screening and implement the schedule and activities identified in S5.C.3.

7.2 Planned Activities

Future activities planned to meet the TMDL requirement of the permit are listed in Table 7-1.

Table 7-1

Planned Activities for TMDL Requirements

Task ID	Task Description	Schedule
TMDL-1	Prioritize IDDE inspections (Task IDDE-2) for discharges to Spiketon Creek higher than other locations throughout the City.	Ongoing <i>(Volunteer monitoring annually)</i>

8.0 - MONITORING

The following section describes the Permit requirements related to monitoring. It also describes the planned activities the City intends to conduct to meet these requirements.

8.1 Permit Requirements

The 2013 Permit (Section S8) requires the City to:

- Describe any monitoring related studies conducted throughout the year in the Annual Report.
- Reporting involved with the Regional Stormwater Management Program is not necessary as part of the Annual Report. The regional program includes status and trends monitoring, stormwater management program effectiveness studies, and source identification/diagnostic monitoring.

8.2 Planned Activities

Future activities planned to meet the monitoring requirement of the permit are listed in Table 8-1.

Table 8-1

Planned Activities for TMDL Requirements

Task ID	Task Description	Schedule
MON-1	Opt into Regional Stormwater Management Program by paying the following fees: <ul style="list-style-type: none"> ▪ Status and Trends Monitoring: \$1,129 ▪ Stormwater Program Effectiveness: \$1,882 ▪ Source Identification and Diagnostic Monitoring: \$175 	Aug. 15 th , each year
MON-2	Describe any stormwater monitoring conducted for the year in the Annual Report	By March 31 st , each year

9.0 - REPORTING REQUIREMENTS

The following section describes the Permit requirements related to reporting. It also describes the planned activities the City intends to conduct to meet these requirements.

9.1 Permit Requirements

The 2013 Permit (Section S9) requires the City to:

- Submit an Annual Report by March 31st of each year with the first reporting period being from January 1, 2014 to December 31, 2014. The report will include:
 - Copy of the current SWMP
 - Annual Report Form (per DOE)
 - Attachments (summaries, descriptions, reports, etc.)
 - Certification and signature
 - Notification of any annexations, incorporations or jurisdictional boundary changes
- Keep all records related to the permit and the SWMP for at least five years.
- All records related to the permit shall be available to the public at reasonable times during business hours.

9.2 Planned Activities

Future activities planned to meet the monitoring requirement of the permit are listed in Table 9-1.

Table 9-1

Planned Activities for Reporting Requirements

Task ID	Task Description	Schedule
REP-1	Submit Annual Report	March 31 st , each year



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: ORD No. __-18: Adopting Emergency Moratorium- Marijuana (Production & Process - Citywide) Cost Impact: N/A Fund Source: N/A Timeline: N/A	Agenda Date: March 27, 2018		AB18-022
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts	X	X
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Julie Bevaart		
	Planning Dept – Kathy Thompson		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
Attachments: Ordinance			
<p>SUMMARY STATEMENT: The current City Council is concerned that past policy choices may make Buckley a magnet for the marijuana industry, resulting in the City taking more than its proportionate share of marijuana businesses as compared to other cities and counties where such businesses are more heavily regulated or banned altogether.</p> <p>Due to these concerns the City Council desires to enact a six-month moratorium in order to further evaluate the impact(s) and determine whether or not changes to the City’s zoning regulations are warranted.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: Motion to Approve ORD No __-18 Adopting an Emergency Six Month Moratorium on Marijuana Production & Processing Citywide.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

CITY OF BUCKLEY, WASHINGTON

ORDINANCE NO. __-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON, ADOPTING A SIX-MONTH MORATORIUM ON THE ESTABLISHMENT, LOCATION, OPERATION, LICENSING AND PERMITTING OF MARIJUANA PROCESS AND PRODUCTION FACILITIES IN THE CITY OF BUCKLEY.

WHEREAS, a past City Council has made some policy choices regarding marijuana processing and production facilities that may not be compatible with the positions and values of the current City Council; and

WHEREAS, the current City Council is concerned that those past policy choices may make Buckley a magnet for the marijuana industry, resulting in the City taking more than its proportionate share of marijuana businesses as compared to other cities and counties where such businesses are more heavily regulated or banned altogether, and

WHEREAS, Buckley citizens have complained to the City Council about the impacts of marijuana businesses that have been and are in the process of being approved for the City and the City Council, past and present, has not had this type of input before, and

WHEREAS, the marijuana industry is relatively new in the State of Washington and all of its land use impacts are not entirely certain and predictable,

WHEREAS, pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City may adopt an immediate moratorium for a period of six months, provided that the City holds a public hearing on and adopts findings of fact related to the proposed moratorium within 60 days of adoption;

NOW THEREFORE THE CITY OF BUCKLEY, PIERCE COUNTY, DOES ORDAIN AS FOLLOWS:

Section 1. The recitals above are hereby adopted by reference as the City Council's findings of fact in support of this ordinance. The City Council may, in its discretion, modify and/or adopt additional findings of fact at the conclusion of the public hearing set by this ordinance.

Section 2. Pursuant to the provisions of RCW 35A.63.220, a moratorium is hereby enacted to prohibit within the City of Buckley for the establishment, location, operation, licensing and permitting of any facilities for marijuana processors or marijuana producers as defined by RCW 69.50.101 and 69.51A.010. No building permit, occupancy permit or other development permit or approval or business license shall be issued for any of the purposes, facilities, structures or activities associated with marijuana processors and marijuana producers, provided that this moratorium shall not apply to pre-existing marijuana processors or marijuana producers already in operation or with filed building permit applications. Any land use permits, business licenses or any other permit for any of these prohibited operations that are issued as a result of error or by use of vague or deceptive descriptions during the moratorium are null and void, and without legal force and effect.

Section 3. The City Council deems it to be in the public interest to establish an emergency moratorium pending consideration of changes to regulations to address marijuana processors and marijuana producers in order to preserve the public health, safety and welfare.

Section 4. Nothing in this ordinance, by negative implication or otherwise, shall be construed as authorizing any drug related activities or land uses that are prohibited by state or federal law.

Section 5. As required by RCW 35A.63.220, the City Council hereby refers this moratorium to the Planning Commission to make a recommendation for permanent zoning regulations or a complete ban regulating marijuana processors and marijuana producers.

Section 6. That as required by RCW 35A.63.220, a public hearing is set for May 8, 2018 for a public hearing in order to take public testimony and to consider adopting further findings to justifying the imposition of the moratorium adopted by this ordinance.

Section 7. That this ordinance shall be transmitted to the Washington State Department of Commerce, pursuant to RCW 36.70A.106.

Section 8. Declaration of Emergency and Immediate Effective Date. That notice of and hearing on this ordinance, in the normal course, would undermine effective City planning by allowing the establishment of, or the submittal of permit applications between the time notice was

published and the time the ordinance was passed to vest to City regulations which may be inadequate to protect the public health, safety and general welfare. Therefore, for this reason, the City Council hereby finds and declares that an emergency exists and that the 180-day moratorium imposed by this ordinance shall become effective immediately upon passage of this ordinance and that an immediate effective date and this declaration of emergency is necessary for the protection of the public health, public safety, public property and public peace. The findings adopted by this ordinance are further adopted in support of this declaration of emergency.

Section 9. If any provision of this ordinance is held invalid, such invalidity shall not affect any other provision, or the applications thereof, which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are to be declared severable.

Introduced, passed, and approved by at least five members of the Buckley City Council on March 27th, 2018.

Mayor Pat Johnson

Attest:

Joanne Starr, Deputy City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

PUBLISHED: _____

EFFECTIVE: _____



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: ORD No. __-18 - Adopting 2018 Water System Comprehensive Plan Cost Impact: N/A Fund Source: N/A Timeline: N/A	Agenda Date: March 27, 2018		AB18-023
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller	X	X
	City Clerk – Joanne Starr		
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Ellen Boyd		
	Planning Dept – Kathy Thompson		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
PW/Utilities – Chris Banks		X	
Attachments: Ordinance			
<p>SUMMARY STATEMENT: Washington State Law requires that each water purveyor within the boundaries of a critical water supply service area develop a water system plan for the purveyor's future service area and that this plan shall be updated and receives DOH and Perce County approval at least every ten (10) years. The City's last water system plan was approved by the City Council in March, 2008.</p> <p>This updated plan being presented for consideration has been reviewed and approved by DOH and Pierce County. The City Council conducted a workshop where the City engineer provided a detailed presentation on February 6, 2018 and conducted a public hearing on the plan on February 27, 2018.</p> <p>City staff is requesting and recommending that the City Council accept and approve the new 2018 Water System Comprehensive Plan.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: T/U 3/20/18			
RECOMMENDED ACTION: MOTION to Approve ORD No. __-18 Adopting 2018 Water System Comprehensive Plan.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

CITY OF BUCKLEY, WASHINGTON

ORDINANCE NO. ____-18

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUCKLEY,
PIERCE COUNTY, WASHINGTON ADOPTING THE 2018
COMPREHENSIVE WATER SYSTEM PLAN.**

WHEREAS, the Public Water System Coordination Act of 1977, RCW 70.116 and WAC 246-290-100 require that each purveyor within the boundaries of a critical water supply service area develop a water system plan for the purveyor's future service area; and

WHEREAS, WAC 246-290-100 provides that the purveyor shall update the plan and obtain department approval at least every ten (10) years; and

WHEREAS, the City previously adopted a water system plan in March, 2008; and

WHEREAS, pursuant to WAC 246-290-100 this plan expires in March, 2018 at which time the City was required to adopt an updated plan that had been reviewed and approved by DOH and Perce County; and

WHEREAS, the City contracted with and directed Gray & Osborne to update the existing water system plan; and

WHEREAS, draft copies of this updated plan were submitted to DOH and Pierce County; and

WHEREAS, on November 15, 2017 the City received a concurrence letter from Pierce County approving the updated water system plan; and

WHEREAS, on December 8, 2017 the City received a message from DOH that stated that DOH will approve the water system plan once the City Council had adopted a resolution or ordinance approving the plan; and

WHEREAS, pursuant to RCW 70.116 the new water system plan must be reviewed by the City Council to insure that the plan is not inconsistent with the land use plans, shoreline

master programs, and/or developmental policies of the general purpose local government or governments whose jurisdiction the water system plan affects; and

WHEREAS, City staff certifies that the updated 2018 Comprehensive Water System Plan is consistent with the land use plans, shoreline master programs, and/or developmental policies of the City; and

WHEREAS, the Transportation & Utilities Committee reviewed the 2018 Comprehensive Water System Plan and recommends that the City Council adopt the Plan; and

WHEREAS, the City Council conducted a public hearing on February 27, 2018 to solicit public input and comment from interested individuals or groups on the water system plan update, including but not limited to, information on projected water system demands, anticipated capital improvements, financing alternatives, and updated water use efficiency goals; and

WHEREAS, the Comprehensive Water System Plan was reviewed for compliance with the State Environmental Protection Act (SEPA) and after conferring with the Washington Department of Ecology it was determined that the draft Comprehensive Water System Plan was exempt from SEPA review; and

WHEREAS, the City Council concurs with the Transportation & Utilities Committee's recommendation and desires to adopt the draft plan as the "2018 Comprehensive Water System Plan"; now, therefore

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF BUCKLEY DOES NOW ORDAIN AS FOLLOWS:

Section 1. The "2018 Comprehensive Water System Plan" dated August 30, 2017 is hereby adopted by reference and replaces the "2008 Comprehensive Water System Plan."

Section 2. Severability. If any provision or portion of this Ordinance is held invalid, such invalidity shall not affect any other provision, 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 days from and after its passage, approval and publication as provided by law.

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

Pat Johnson, Mayor

ATTEST:

Joanne Starr, City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

PUBLISHED: March __, 2018

POSTED: March __, 2018



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: RES 18-__ - Amending the City's Taxes, Rates & Fees Schedule Revision #26	Agenda Date: March 27, 2018		AB18-024
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson	X	X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts	X	X
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Julie Bevaart		X
	Planning Dept – Kathy Thompson		
Police Dept – Chief Arsanto			
Municipal Court – Jessica Cash			
	PW/Utilities – Chris Banks		X
Attachments: Resolution, Fee Schedule			
SUMMARY STATEMENT: Resolution clarifying and updating cemetery pricing for grave sites.			
COMMITTEE REVIEW AND RECOMMENDATION: CS 3/15/18			
RECOMMENDED ACTION: MOTION to Approve RES No. 18-__, amending the City's Taxes, Rates & Fees Schedule Revision #26.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

CITY OF BUCKLEY, WASHINGTON

RESOLUTION NO. 18-__

A RESOLUTION OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON UPDATING AND CLARIFYING THE FEES CHARGED FOR GRAVE SITES IN THE CITY CEMETERY.

WHEREAS, through adoption of Resolution 08-05 the City Council established a comprehensive schedule of taxes, rates and fees for the City; and

WHEREAS, subsequently the comprehensive schedule of taxes, rates and fees has been amended to update taxes, rates and fees on an as needed basis; and

WHEREAS, per the existing Agreement between the City and Weeks Funeral Home (Operator) for operation and management of the City Cemetery, City staff and the Operator met at an annual meeting and a request was made by the Operator that the fees charged for lots within the cemetery reflect the separation between lot price and the endowment charge which is 15% of the purchase price; and

WHEREAS, the Operator has also requested that the City increase the price for lots in the lower cemetery section due to the additional time it takes to maintain the areas around upright monuments; and

WHEREAS, the City Council desires to amend the adopted Taxes, Rates and Fees Schedule to adjust the fees and/or language for the aforementioned services,

NOW THEREFORE BE IT RESOLVED the City Council of the City of Buckley hereby repeals and replaces the “City of Buckley Taxes, Rates and Fee Schedule” adopted by Resolution No. 18-01 with Ex. A, attached hereto and incorporated by this reference as if set forth in full.

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

Pat Johnson, Mayor

ATTEST:

Joanne Starr, City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

Posted:

CITY OF BUCKLEY

TAXES, RATES & FEES SCHEDULE (RES #18- : 26th Revision)

BMC SECTION	DESCRIPTION	TAX, RATE OR FEE
Title 1	<u>General</u>	
	General Penalties	
1.04.020	Gross Misdemeanor	Fine not to exceed \$5,000 or by confinement in jail for a term not to exceed 1 year or by both such fine and confinement
1.04.020	Misdemeanor	Fine not to exceed \$1,000 or by confinement in jail for a term not to exceed 90 days or by both such fine and confinement
1.04.020	Infraction	Civil infractions are punishable by a maximum penalty of \$250.00 not including statutory assessments.
1.12.140	Infraction	(a) Payment of a fine of not more than \$250.00 for each day of noncompliance; (b) Payment of court costs as defined by rule or statute; (c) Payment to the prevailing party of its reasonable attorneys' fees as allowed by RCW 7.80.140.
Title 2	<u>Administration</u>	
2.99.010	Buckley Community Hall Short Term Rentals	
	Entire Day Rental Fee (8am - 12am)	\$500.00
	Hourly charge (8am - 12am) (3 HR MIN/5 HR MAX)	\$50.00
	After Hours Rate (after 12am)	\$75/HR
	Utility Surcharge (Oct 15 through April 15)	\$25.00
	Building Deposit (to include Key Charge) wo/alcohol served	\$350.00
	Refundable Amount (Subject to Terms of Rental Agreement)	\$350.00
	Building Deposit (to include Key Charge) w/alcohol served	\$750.00
	Refundable Amount (Subject to Terms of Rental Agreement)	\$750.00
	Commercial kitchen only (Mon-Thurs)	
	Hourly Rate (per user - no minimum)	
	- resident	\$10.00
	- nonresident	\$25.00
	Daily rate (8 hours or more)	
	- resident	\$80.00
	- nonresident	\$200.00
	+ cleaning deposit (refundable)	\$50.00
	Long Term Rentals (Requires Rental Agreement)	
	Weekley Rate (Hours TBD)	\$500.00
	Monthly Rate (Hours TBD)	\$1,612.00
	Partial Periods	\$1.18/mo/sq ft of space
	Annual Rate (Hours TBD)	TBD
	*Note: Space used encompasses the entire area of any portion occupied in a room that is not considered as storage and/ or a closet. As an example, use of a small portion of a space (i.e. office, common area, meeting room, etc.) will constitute use of the entire area. Space used in storage area(s) or closet encompasses only the area used and/or occupied in the room/area. Use of kitchen and restroom facilities will be detailed in the Rental Agreement	
	Old Jail Facility Rental	
	Short Term Rentals	
	Entire Day Rental Fee (8am - 12am)	\$250.00
	Hourly charge (8am - 12am) (3 HR MIN/5 HR MAX)	\$50.00

Note: Portions of the jail facility are not accessible to public uses due to sensitive and security concerns. Due to this the City requires that a designated officer be on-site at all times during use. In addition to the rental rate users will also be required to pay the actual cost for any staff required to be onsite during the rental period.

Private/Public Program Fees**	
Youth Classes/Programs	TBA - Instructor Cost, supply cost, plus 20%*
Adult Classes/Programs	TBA - Instructor Cost, supply cost, plus 20%*
Family Classes/Programs	TBA - Instructor Cost, supply cost, plus 20%*
Drop In Classes	TBA - Drop In Rate plus 20%*

***Note: Contract Instructors** - Any contract instructor charging for their services or classes is required to pay the City of Buckley 20% of all program enrollment fees he/she charges. The instructor is responsible for providing their own class supplies and needed materials.

2.99.020 Fee Waiver Subject to BHB Review

Title 3 Revenue and Finance

3.18	Administrative Fees	
	Pierce County Auditor Recording	Cost
	Copy charge - Per Page - 8 1/2 X 11, 8 1/2 X 14, and 11 X 17 paper sizes	\$ 0.15/page
	Audio or Video Tapes	\$10.00
	Computer Disks and/or USB Flash Drive	\$10.00
	Oversized Plans, Aerial Photos, Drawings, and Maps (Black and White)	Cost
	Color GIS Plotted Maps	Cost
	Other Documents	Cost
	Public Notice	Cost
	Insufficient Funds - Returned Check Charge	\$25.00
	City Flag (Any Size)	Cost + 20% Admin Charge
	Concealed Pistol Permit	
	Original	\$48.00
	Replacement	\$10.00
	Renewal (up to 90 Days before)	\$32.00
	Late Renewal (up to 90 days after)	\$42.00
	Fingerprinting	
	One card	\$10.00
	Two cards	\$15.00
	Cardiopulmonary Resuscitation (CPR), First-Aid (FA) and Bloodborne Pathogens (BBP) classes	
	*Residents	
	First-Aid only	\$10.00
	CPR only	\$10.00
	BBP	\$10.00
	Combo CPR & FA	\$15.00
	Non-Residents	
	First-Aid only	\$20.00
	CPR only	\$20.00
	BBP	\$20.00
	Combo CPR & FA	\$35.00
	* (individuals currently employed at a business located within the City of Buckley who are taking a community offered class as a requirement of their employment will be charged the Resident fee)	
3.434.020	Ambulance Service Fees	
	Basic Life Support (BLS)	
	Non-Emergency	
	Per Patient Call	\$650.00

	Plus mileage charge of \$17.25/loaded patient mile	+ mileage charge (left)
	Emergency Response Per Patient Call	\$725.00
	Plus mileage charge of \$17.25/loaded patient mile	+ mileage charge (left)
	Advanced Life Support (ALS) Emergency Response Level 1 Per Patient Call	\$930.00
	Plus mileage charge of \$17.25/loaded patient mile	+ mileage charge (left)
	Emergency Response Level 2 Per Patient Call	\$1,050.00
	Plus mileage charge of \$17.25/loaded patient mile	+ mileage charge (left)
3.50.040	Impact fee for parks and recreation facilities. Single-family homes (includes duplexes)	\$1,624.70
	Multiple-family residential (Includes ADU's)	\$1,331.52
3.50.050	Impact fee for the White River School District. Single-family homes (includes duplexes)	\$0.00
	Multiple-family residential (Includes ADU's)	\$0.00
3.50.060	Impact fee for street facilities. Single-family homes (includes duplexes)	\$6,074.00
	Multiple-family residential (Includes ADU's)	\$4,243.00
	Commercial/Industrial	Per Comprehensive Plan Appendix E

Title 4 Cemetery

4.20.020 Cemetery

Grave Sites

Regular Lots	2015-2017	Price	Endowment Fee	Total
Adult Size Lots	\$1,500.00	\$1,275	\$225	\$1,500
Upright Monument Lots		\$2,550	\$450	\$3,000
Child Size Lots	\$300.00	\$255	\$45	\$300
Urn Lots				
In-Ground Urn Lot	\$600.00	\$510	\$90	\$600
Non-Residents	\$600.00			
Urn Garden Lots (The Ridge)				
Dogwood Section (Single ground plot)				
In-Ground Urn Lot	\$525.00	\$765	\$135	\$900
Non-Residents	\$525.00			
Alder, Birch & Cedar Sections (Double ground plot)				
In-Ground Urn Lot	\$650.00	\$1,190	\$210	\$1,400
Non-Residents	\$650.00			
Bench Plots (Up to 4 Urns)*				
Space for Bench (Must add cost of bench)	\$1,550.00	\$1,318	\$233	\$1,550
Non-Residents	\$1,550.00			
* Note: Bench Plots are designated by the Cemetery Caretaker within the Ridge Area and require purchase of bench, foundation, and installation from the cemetery maker office. Each additional inurnment and inscription will be charged separately at current pricing at time of need.				
Niche Wall Containers (Old Glory Niche Pavilion)				
Niche (Top Row)				
Single Niche Space	\$1,800.00	\$1,530	\$270	\$1,800
Non-Residents	\$1,800.00			
Niche (2nd & 3rd Rows)				
Single Niche Space	\$1,600.00	\$1,360	\$240	\$1,600
Non-Residents	\$1,600.00			
Extended Land Use (each) **	\$525.00	50% of lot Price	15% of Extended Use	Price + Fee

**Note: Cremated remains may be interred upon an existing single grave when the individual remains to be interred are related to the lot owner. Number of second right usages allowed to be interred on a single grave site shall be limited pursuant to BMC 4.20.060.

Title 6 Business License

6.04.055 Fee Wavier Subject to 6.04.055

6.04.070 Temporary business license \$50.00
 New Special Event License (3 day) *
 0 - 15 Vendors \$100.00
 16 - 30 Vendors \$150.00
 31 Vendors and Above \$250.00

*Note: In addition to the license fee listed above the special event applicant shall pay to the city all additional costs incurred by the city that are associated with the event, including security and law enforcement, traffic control, street closures, street & parking lot sweeping, garbage pickup, sani-cans, etc. Hourly rates for determining fee will be based on the rates listed in BMC 20.01.268 below.

6.04.110 Saturday Plateau Market License (Summer Season)
 - Fee without City utilities \$25.00
 - Fee with City utilities \$30.00
 Business License
 In-town business license \$75.00
 Out-of-town business license \$75.00
 Annual Renewal (Due in Conjunction with Renewal of State
 Business License) \$50.00
 Penalty - Late Renewal (Imposed 30 days after Renewal Date) \$100.00

6.50.070 Special Event Permit See 6.04.070 above

Title 8 Utilities

8.12.070 Payment of fees
 The charges of refuse collection and disposal shall be compulsory. All charges and/or fees for refuse collection and disposal are due and payable at the office of the city administrator by the fifteenth of every month (due date). If payment is not received within five (5) days of the due date, the account shall become delinquent. On or about the first of every month a notice shall be sent to the customer noting the balance due, including any penalties and interest. After the city sends a notice of delinquency on the account, the customer must pay any delinquent amounts within 15 days or unpaid amounts shall become a lien against the property as authorized under RCW 35.21.130. Any account that has been deemed delinquent shall be assessed a late penalty of 5 percent of the delinquent amount.

8.12.080 **Garbage Rates (per month)**

Cans-	2017	2018
10 Gallon Cart	\$17.35	\$18.56
20 Gallon Cart	\$22.03	\$23.57
32 Gallon Cart	\$26.27	\$28.11
64 Gallon Cart	\$54.84	\$49.19
96 Gallon Cart	\$77.77	\$77.30
One can 50' maximum walk-in	\$31.76	\$32.55
Two cans 50' maximum walk-in	\$55.65	\$57.04
Each additional 50' maximum can walk-in	\$25.14	\$25.77
Extra garbage tag	\$5.90	\$7.40
 Commercial Container Service-		
1 yard once a week	\$124.71	\$127.83
1 yard twice a week	\$272.45	\$279.26
1-1/2 yards once a week	\$167.40	\$171.58
1-1/2 yards twice a week	\$344.39	\$353.00
2 yards once a week	\$218.20	\$223.65
2 yards twice a week	\$450.26	\$461.52
4 yards once a week	\$441.90	\$452.95
4 yards twice a week	\$902.65	\$925.22
4 yard three times a week	\$1,340.39	\$1,373.90
6 yards once a week	\$612.59	\$627.90
6 yards twice a week	\$1,260.18	\$1,291.68
6 yard three times a week	\$1,907.44	\$1,955.12
4 yard compactor (customer owned)	\$1,753.53	\$1,797.37
1 yard extra pickup on regular route	\$35.00	\$35.87

1-1/2 yards extra pickup on regular route	\$45.23	\$46.36
2 yards extra pickup on regular route	\$59.18	\$60.66
4 yards extra pickup on regular route	\$114.22	\$117.07
6 yards extra pickup on regular route	\$168.61	\$172.83

Special Services-

Special pickup (minimum one hour)	\$113.65	\$116.50
Plus tipping fee of \$153.48 per ton	+ Tipping Fee (Left)	
Bulk pickup (minimum one yard)	\$33.12	\$33.94
Connect/reconnect fee on customer - Owned compactors	\$20.85	\$21.37
Yard Waste - One 90-gallon toter	\$10.06	\$10.31
Re-delivery fee toter	\$30.16	\$30.91

Multi-Family Recycling -

90-gallon cart	\$12.70	\$13.01
2 yd once a week	\$56.28	\$57.69

Title 9 Animals

9.10.080 **Licenses**

Unaltered - not sterilized, spayed or neutered - dogs or miniature pigs	\$30.00 per year; seniors age 60 and older, \$15.00 per year.
Altered - Sterilized, spayed or neutered - dogs or miniature pigs	\$20.00 per year; seniors age 60 and older, \$10.00 per year.
Identification Tags "only"	\$15.00; seniors age 60 and older, \$10.00.
Replacement of metal tags	\$5.00
Exemption from Fee	Guide or Service Dogs

9.30.025 **Impoundment: Redemption Fees**

Daily Maintenance Fee	\$12.00/day
Redemption Fee	
First Impound of Animal	\$50.00
Second Impound of Animal	\$75.00
Third or Greater Impound of Animal	\$100.00
Total Fee consists of both Redemption and Daily Maintenance Fee	

9.25.030 Kennel License	\$50.00
Annual Renewal Fee	\$50.00

Title 10 Public Peace Safety & Morals

10.84.295 Parks and Recreation Department Fees

Facility Rental Fees

Multi-Purpose Center	
Hourly Rate (2 hour minimum)	
- resident	\$30.00
- nonresident	\$35.00
Daily rate (8 hours or more)	
- resident	\$240.00
- nonresident	\$280.00
+ cleaning fee (non-refundable)	\$25.00
+ damage deposit	\$200.00
Commercial kitchen only (Mon-Fri)	
Hourly Rate (per user - no minimum)	
- resident	\$10.00
- nonresident	\$25.00
Daily rate (8 hours or more)	
- resident	\$80.00
- nonresident	\$200.00
+ cleaning deposit (refundable)	\$50.00
Youth Activities Center	
Short Term Rentals	
Hourly Rate (2 hour minimum)	
- resident	\$50.00
- nonresident	\$55.00
Daily rate (8 hours or more)	

- resident	\$300.00
- nonresident	\$340.00
+ cleaning fee (non-refundable)	\$25.00
+ damage deposit	\$200.00
Party Rental (90 min. hosted party)	
- resident	\$100.00
- nonresident	\$110.00
Additional 30 min. Rate	\$12.50
+ cleaning fee (non-refundable)	\$25.00

Long Term Rentals (Requires Rental Agreement)

Weekley Rate (Mon-Fri 8-2)	\$500.00
Monthly Rate (Mon-Fri 8-2)	\$1,612.00
Partial Periods	\$1.18/mo/sq ft of space
Annual Rate (Mon-Fri 8-5)	TBD

*Note: Space used encompasses the entire area of any portion occupied in a room that is not considered as storage and/ or a closet. As an example, use of a small portion of a space (i.e. office, common area, meeting room, etc.) will constitute use of the entire area. Space used in storage area(s) or closet encompasses only the area used and/or occupied in the room/area. Use of kitchen and restroom facilities will be detailed in the Rental Agreement

Recreation Program Fees**

Youth Classes/Programs	TBA - Instructor Cost, supply cost, plus 20%*
Adult Classes/Programs	TBA - Instructor Cost, supply cost, plus 20%*
Family Classes/Programs	TBA - Instructor Cost, supply cost, plus 20%*
Drop In Classes	TBA - Drop In Rate plus 20%*

*Note: Contract Instructors - Any contract instructor charging for their services or classes is required to pay the City of Buckley 20% of all program enrollment fees he/she charges. The instructor is responsible for providing their own class supplies and needed materials.

**Note: In addition to class and program fees listed above, anyone desiring to participate in programs and/or classes offered through the Youth Center must be a active member of the Youth Center and ensure that all membership fees and/or charges have been paid.

Veteran's Monument Commerative Bricks*	\$50.00
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*Note: Price includes 3 lines of text up to 16 characters per line.

10.90.030	Recovery Costs for Emergency Response	Washington State Association of Fire Chiefs (WSAFC) Rate Schedule
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Title 11 **Traffic Code**

11.48.040	RV Trailer Use Permit (14 days)	\$25.00
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Title 12 **Environment**

12.04.350	(A) Threshold Determination.	Intake Fee \$70.00	Deposit Fee \$375.00
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*Note: The total fee for which the applicant is responsible shall be the amount of the actual costs incurred by the city during the threshold determination process (see BMC 20.01.268)

The services described in subsections (a) through (c) of this section shall include those rendered with respect to both an initial checklist and any revised one which includes mitigating measures. The total fee calculated in subsections (a) through (c) of this section and charged to the applicant shall be reduced by the amount of the previously paid \$375.00 deposit fee. Prior to issuance of the city's threshold determination, the applicant shall remit to the city the amount of the city's actual costs, if any, which exceeds the \$375.00 deposit fee. If the fee exceeds the city's actual costs, the city shall promptly refund the balance to the applicant.

(B) Declaration of Significance and Environmental Impact Statement (EIS): in addition to the amount collected for the threshold determination the applicant shall pay the amount from Table 12.04 below:

Table 12.04

<u>Project Valuation</u>	<u>Fee</u>
\$0 to \$10,000,000	\$4,436 for the first \$1,000,000 plus \$1.88/\$1,000 or fraction thereof for all over \$1,000,000
\$10,000,001 to \$20,000,000	\$21,356 for the first \$10,000,000 plus \$1.63/\$1,000 or fraction thereof for all over \$10,000,000

\$20,000,001 to \$30,000,000	\$37,656 for the first \$20,000,000 plus \$1.40/\$1,000 or fraction thereof for all over \$20,000,000
\$30,000,001 to \$40,000,000	\$51,656 for the first \$30,000,000 plus \$1.22/\$1,000 or fraction thereof for all over \$30,000,000
\$40,000,001 to \$50,000,000	\$63,856 for the first \$40,000,000 plus \$0.98/\$1,000 or fraction thereof for all over \$40,000,000
\$50,000,001 to \$75,000,000	\$73,656 for the first \$50,000,000 plus \$0.71/\$1,000 or fraction thereof for all over \$50,000,000
\$75,000,001 to 100,000,000	\$91,406 for the first \$75,000,000 plus \$0.50/\$1,000 or fraction thereof for all over \$75,000,000
\$100,000,001 and over	\$103,906

Fifty percent of the fees shall be collected prior to the initiation of scoping, and the remaining 50 percent shall be collected prior to distribution of the draft environmental impact statement. Alternatively, the planning director may determine that the city will contract directly with a consultant, for preparation of an EIS or a portion of an EIS, for activities initiated by some persons or entity other than the city and may bill such costs and expenses directly to the applicant. The city may require the applicant to post bond or otherwise ensure payment of such costs in a manner satisfactory to the city, prior to any work being commenced upon the EIS.

(C) If a proposal is modified so that an EIS is no longer required or the proposal is withdrawn or canceled, the applicant shall remain responsible for payment of the city's actual costs incurred prior to its receipt of a written cancellation or withdrawal notification.

12.08.050	Critical Areas Permit	Intake Fee	Deposit Fee
	- No Critical Areas Present	\$70.00	
	- Critical Areas Present, but No Impact - Waiver	\$70.00	\$125.00
	- Critical Areas May Be Affected by Proposal	\$70.00	\$425.00
	*Note: The total fee for which the applicant is responsible shall be the amount of the actual costs incurred by the city during the critical areas review process (see BMC 20.01.268)		

Title 13	<u>Streets & Sidewalks</u>	Intake Fee	Deposit Fee
13.25.040	Street Vacation Petition	\$70.00	\$250.00
	*Note: The total fee for which the applicant is responsible shall be the amount of the actual costs incurred by the city during the review process (see BMC 20.01.268)		

13.35	Franchise Application Deposit	\$0.00	\$2,500.00
	*Note: The total fee for which the applicant is responsible shall be the amount of the actual costs incurred by the city during the review process (see BMC 20.01.268)		

13.35.120	Right-of-way Use Permit Fees		
	Type A: Short-Term Use Permit.		
	- Regular	\$50.00	
	- Additional*	*See Note	
	*Note: Use of portions of right-of-way for special events such as those listed in BMC 13.35.080 (A)(3) may be assessed additional charges for City services and equipment including but not limited to overtime incurred by city personnel, the use of police officers and public works employees for traffic and crowd control, pickup and delivery of traffic control devices, picnic tables, extraordinary street sweeping, and any other needed, requested or required city service and the cost of operating city equipment to provide such services.		

	Type B: Disturbance of Right-of-Way Permit	
Minor	- Application Fee (nonrefundable base fee)*	\$100.00
Major	- Application Fee (nonrefundable base fee)*	\$500.00

*Note: The permit applicant shall pay to the city all costs incurred by the City that are associated with processing the proposals and/or permits, including consultant costs. City and consultant reimbursables include, but are not limited to staff time for application review, assessment, engineering, plan review, inspections, traffic control, legal, secretarial, administrative costs, cost of publications, and other city processing costs; provided, however, that no charge will apply for one preapplication meeting. City will notify the applicant, in writing, of the applicability of hourly charges for further consultation on a project after the pre-application meeting.

- Repair and Replacement Charges. *See Note

*Note: If the City should incur any costs in repairing or replacing any property as the result of the permittee's actions, the costs of repair and replacement will be charged to the permittee. These charges will be for the actual costs to the City.

Type C: Long-Term Use Permit

- Application Fee (nonrefundable base fee)* \$250.00
- Use Fee. A use fee will be established which incorporates the value of the land used and the length of the use.

Type D: Franchised Utility Routine Maintenance Permit

- Regular \$250.00

Fee Waiver or Exemption Subject to BMC 13.35.120 and Administrator Review and Approval

Title 14 Water & Sewers

- 14.04.080 Waterline Connection \$800.00/connection *
- * or the actual cost of labor and material expended as required in making the connection, whichever is greater.
- Inspection Fee Cost (see 20.01.268)
- Water Meter, Setter and Vault Fee Cost of Components

14.04.130 Water rates and charges

A. 1. For the base (minimum) service, including water usage from zero to 200 cubic feet per month according to meter size and location within the corporate limits of the city:

Meter Size	2017	2018
	Within City	Within City
Up to 3/4"	\$21.84	\$22.93
1"	\$27.69	\$29.07
1-1/2"	\$39.79	\$41.78
2"	\$59.80	\$62.79
3"	\$88.79	\$93.23
4"	\$144.03	\$151.23
6"	\$277.84	\$291.73
8"	\$680.70	\$714.74
10"	\$1,668.00	\$1,751.40
12"	\$4,086.00	\$4,290.30

2. Users outside the city limits shall pay the monthly charges set forth in subsections A(1) and B(1) of this section plus a surcharge of 20 percent of the total charge.

B. 1. For usage above 200 cubic feet, the following rates are imposed for each 100 cubic feet of usage according to location within or without the corporate limits of the city:

The consumption charge per 100 cubic feet (CCF), or any part thereof used, shall be as follows:

Effective		1/1/2017	1/1/2018
Winter			
Single-family & Multifamily	2 - 7 CCF	2.03	2.06
	7.01 - 15 CCF	2.43	2.47
	Over 15 CCF	2.90	2.94
Commercial/Industrial Schools		2.13	2.16
		2.01	2.04
Winter rates will be reflected on bills covering October 1st through May 31st			
Summer			
Single-family & Multifamily	2 - 7 CCF	2.03	2.06
	7.01 - 15 CCF	2.69	2.73
	Over 15 CCF	3.51	3.56
Commercial/Industrial Schools		2.13	2.16
		2.13	2.16

Summer rates will be reflected on bills covering June 1st through September 30th

C. Multiple Residential Units.

1. The water availability charge for a connection serving multiple residential units shall be the availability charge set forth above, multiplied by the number of dwelling units connected to the meter, as follows:

- a) Each duplex unit will be billed as though separately connected to the water main, based on 3/4" meter rates.

b) In the case of apartment/trailer courts having one meter, each unit will be billed as though separately connected to the water main, occupied or not, based on 3/4" meter rates.

c) In the case of building lots which have been granted a use permit to allow more than one dwelling on one service meter, each dwelling unit will be billed as though separately connected to the water main, based on 3/4" meter rates.

2. There shall be only one water meter for each building housing multiple residential units.

D. Multiple Commercial and Industrial Buildings. Where all commercial or industrial buildings connected to a single service are used in the same business under single management, billing shall be made as for a single building.

E. Special Use Charge. Special purpose use of water from fire hydrants or stand pipes shall be \$50.00 plus \$2.33 per 100 cubic feet for all water used inside the city limits and \$60.00 plus \$2.79 for all water used outside the city limits.

F. In the event a customer is not connected to a meter service, or a meter has broken, become out-of-order or fails to accurately meter actual water usage, the customer shall be charged the base or minimum charge, together with an estimated charge for the water used at the premises, based upon the average usage for the corresponding month of the preceding year, averaged over a three-month period including the preceding and following month. In the event there is no prior history for the preceding year, the charge shall be based upon the average water usage for the month for all customers of the municipal water supply system in the same service class.

14.04.150 Shut-Off/Dispatch Fee \$25.00/Water
Payment of Fees

All charges and/or fees for water service are due and payable at the office of the city administrator by the fifteenth of every month (due date). If payment is not received within five (5) days of the due date, the account shall become delinquent. On or about the first of every month a notice shall be sent to the customer noting the balance due, including any penalties and interest. After the city sends a notice of delinquency on the account, the customer must pay any delinquent amounts within 15 days or services may be disconnected. Any water service account that has been deemed delinquent shall be assessed a late penalty of 5 percent of the delinquent amount. The utility billing clerk shall, not later than the fifteenth day of each following month, furnish to the public works director a list of all meters in which water service accounts are delinquent.

After water service accounts become delinquent, the public works director shall cause to be shut off the service to the premises affected by such delinquency, and the water service shall not be turned on again until all, or if less, at least four months of delinquent charges, interest and fees, including a fee established by resolution of the city council for the cost of issuing the shut-off notice and dispatching the city crew, is paid in full to the city administrator's office.

14.04.320 Water System - General Facility **2018**
For each single-family residence \$4,406.32
For each multi-family and/or accessory dwelling \$3,150.67
For all other uses \$4,406.32/each equivalent residential unit

*Each "equivalent residential unit" means 265 gallons per day; provided, that every use shall be assumed to be at least one equivalent residential use. Gallons per day for any use shall be established by reference to the city of Buckley sewer flow factors - BMC 14.10.016(2), Table 14.10.016. The general facility charges for the water system identified in this section will be automatically increased each year on January 1st, compared to the prior year, by the percentage reflected in the Seattle ENR Construction Cost Index (CCI).

145.05.060 Standard Charges For Backflow Prevention Services Performed by the City shall be:
Initial inspection of backflow prevention assemblies..... No Charge

Re-inspection of backflow prevention assemblies not installed as required by the City.....\$50.00 for the first assembly and \$25.00 for each additional assembly at the same address and on the same date.

Mailing reminder notices to customers that have not provided acceptable proof of the annual testing of backflow prevention assemblies\$35.00 for each additional notice mailed for each month past due.

Mailing reminder notices to customers who did not install backflow prevention assemblies as required by the City.....\$35.00 for each additional notice mailed

14.06.150 Sewer-
Residential building sewer permit \$70.00
Commercial building sewer permit \$70.00
Industrial building sewer permit \$100.00

14.08.030 (A) Sewer Connection Charge \$873.70/connection*
* or the actual cost of labor and material expended as required in making the connection, whichever is greater.
Inspection Fee Cost (see 20.01.268)

(B) Rates Designated **2018**

For a single-family residence	\$77.99/month
for multi-family and/or accessory residences	\$65.89 per unit, per month
For mobile homes	\$77.99/month
Non-System Sewage Disposal	\$275.66/105 cubic feet
Commercial users	\$77.99/900 cubic feet +\$3.05/100 cubic feet excess

(C) Users outside the city limits shall pay the monthly charges set forth in subsections A and B of this section plus a surcharge of 20 percent of the total charge.

14.08.040

Payment of Fees

All charges and/or fees for sanitary sewage disposal services are due and payable at the office of the city administrator by the fifteenth of every month (due date). If payment is not received within five (5) days of the due date, the account shall become delinquent. On or about the first of every month a notice shall be sent to the customer noting the balance due, including any penalties and interest. After the city sends a notice of delinquency on the account, the customer must pay any delinquent amounts within 15 days or service may be disconnected. Any sanitary sewage disposal service account that has been deemed delinquent shall be assessed a late penalty of 5 percent of the delinquent amount. The utility billing clerk shall, not later than the fifteenth day of each following month, furnish to the public works director a list of all sanitary sewage disposal service accounts that are delinquent.

After sanitary sewage disposal service accounts become delinquent, the public works director shall cause to be shut off water service to the premises affected by such delinquency and the water service shall not be turned on again until all, or if less, at least 12 months of delinquent charges and fees, including a fee established by resolution of the city council for the cost of issuing the shut-off notice and dispatching the city crew, shall be paid in full to the city administrator's office.

14.10.016

Sanitary Sewer- General Facility Charge

2018

For each single-family residence	\$8,100.62
For each multi-family and/or accessory dwelling	\$6,074.65
For all other uses	\$8,100.62/each ERU*

*Each equivalent residential unit means 265 gallons per day; provided, that every use shall be assumed to be at least one equivalent residential use. Gallons per day for any use shall be established by reference to the city of Buckley sewer flow factors - Table 14.10.016. The general facility charges for the sanitary sewer system identified in this section will be automatically increased each year on January 1st, compared to the prior year, by the percentage reflected in the Seattle ENR Construction Cost Index (CCI).

Intake Fee

14.14.050

Utility Latecomer's Agreements

\$500 Nonrefundable
*Plus

14.14.070

Latecomer - Administrative fees and recording costs.

5% of Amount Proposed for
Collection

14.16.020

Low-Income Utility Discount Rates- Per BMC 14.16.020

14.28.110

Storm Sewer Connection-

\$ 565 /connection*

* or the actual time and materials cost to connect the storm sewer, whichever is greater

Inspection Fee

Cost (see 20.01.268)

14.28.120

Storm Sewer Monthly Service Charge

2018

Single-family residence	\$22.64/residence/month.
Multi-family and/or Accessory residences	\$14.94/residence/month.
Other	\$22.64/ESU*/month.

***ESU for Storm Sewer calculation is defined to mean 8,000 square feet of impervious surface area or 1 SFR**

14.28.125

Alternative commercial service charge.

Commercial developed parcels

\$22.64/business/month plus
\$22.64 for parking whether
on-site or off-site

14.28.140

Surface water management utility general facilities charges-

2018

Single-family residence	\$7,577.89
Service unit	\$7,577.89/ESU*

***ESU for Storm Sewer calculation is defined to mean 8,000 square feet of impervious surface area or 1 SFR**

The general facility charges for surface water management identified in this section will be automatically increased each year on January 1st, compared to the prior year, by the percentage reflected in the Seattle ENR Construction Cost Index (CCI).

14.28.155 Payment of Fees
 All surface water management utility service charges are due and payable at the office of the city administrator by the fifteenth of every month (due date). If payment is not received within five (5) days of the due date, the account shall become delinquent. On or about the first of every month a notice shall be sent to the customer noting the balance due, including any penalties and interest. After the city sends a notice of delinquency on the account, the customer must pay any delinquent amounts within 15 days. Any surface water management utility service account that has been deemed delinquent shall be assessed a late penalty of 5 percent of the delinquent amount.

Pursuant to RCW 35.67.200, et seq., the city shall have a lien for delinquent and unpaid stormwater sewer charges. A sewer lien shall be effective for a total not to exceed one year's delinquent service charges without the necessity of any writing or recording of the lien with the county auditor. Enforcement and foreclosure of any sewer lien shall be in the manner provided by state law. Interest on the unpaid balance shall be eight percent per annum or higher rate as authorized by law.

Title 16 Building and Construction

16.01.050 Land Disturbing Permit

<500 Cubic Yards (Lifetime Total)	\$50.00 (nonrefundable fee), plus actual cost of reviewing and processing (see BMC 20.01.268)
>500 Cubic Yards * plus SEPA Review	\$250.00 (nonrefundable fee), plus actual cost of reviewing and processing (see BMC 20.01.268) BMC 12.04.350

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

16.06.020 Building Permit Fees Per BMC 16.06.020

** Established fees include the original review, permit, and related inspection(s) performed by the Building Department. This fee is based on one inspection and one re-inspection to verify compliance. Additional inspections for the same inspection type will be charged in accordance with the following:

Re-inspection	\$70.00
3rd and subsequent re-inspections	\$100.00 per inspection

Building Code Appeals Per BMC 20.01

16.10.010 Temporary Dwelling Permit Fees Per BMC 16.10.010

16.24.035 Fire Code Fees Per BMC 16.24.035

Automatic Fire Sprinkler Systems **

New System Installation

NFPA 13 System	\$325 per riser plus \$3.25 per sprinkler head
NFPA 13D System	\$95 per living unit
NFPA 13R System	\$300 per system up to 25 sprinkler heads and then add \$3.25 per sprinkler head for >25 sprinkler heads; plus \$60 per hose outlet

Existing System Modifications

NFPA 13 System	\$95 up to 6 sprinkler heads plus \$3.25 per sprinkler head >6 heads
NFPA 13D System	\$50 up to 6 sprinkler heads plus \$3.25 per sprinkler head >6 heads
NFPA 13R System	\$95 up to 6 sprinkler heads plus \$3.25 per sprinkler head >6 heads

Automatic Fire Alarm Systems **

New System Installation \$112.50 plus \$2.25 per device ("device" includes each initiating and signaling appliance).

Existing System Modifications	\$65 up to 10 devices plus \$2.25 per device >10 devices
<u>Other Fire Protection Systems and Components **</u>	
Commercial Cooking Hood & Duct Suppression System	\$195 - new installation (per system) \$45 - modifications to an existing approved system
Fire Pumps	\$425 - per pump
Standpipe System	\$350 - for up to 6 outlets plus \$60 per outlet >6
Private underground fire service main	\$140 - new installation up to 100 lineal ft. plus \$0.50 per ft. >100 lineal ft.
Private fire hydrant	\$85 - per fire hydrant
Smoke Control Systems	\$85 - per shaft or plenum
Pre-Engineered Fire Protection Systems	\$195 - new installation (per system) \$45 - modifications to an existing approved system
Underground Storage Tank Decommission or Removal	\$95 - 500 gallons or less \$125 - 501 - 1,000 gallons \$225 - 1,001 - 3,000 gallons \$275 - >3,000 gallons
Above ground fuel storage tank	\$125 - 1,000 gallons or less \$150 - 1,001 - 2,000 gallons \$200 - >2,000 gallons
Underground fuel storage tank	\$175 - 1,000 gallons or less plus \$65 per dispensing station \$250 - 1,001 - 2,000 gallons plus \$65 per dispensing station \$300 - >2,000 gallons plus \$65 per dispensing station
LP-Gas tank when installed for use as a dispensing station	\$175 - 1,000 gallons or less plus \$65 per dispensing station \$250 - 1,001 - 2,000 gallons plus \$65 per dispensing station \$300 - >2,000 gallons plus \$65 per dispensing station
Electronic Access Gates	\$75 - per gate
Retail Fireworks Stand Permit	\$100 - "For Profit" seller \$25 - "Non-Profit" seller (must be verified)
Pyrotechnic Fireworks Display	\$125 - per event
Marijuana Extraction System	\$350 - per system

** Established fees include the original review, permit, and related inspection(s) performed by the Fire Department. This fee is based on one inspection and one re-inspection to verify compliance. Additional inspections for the same inspection type will be charged in accordance with the following:

2nd re-inspection	\$100.00
3rd and subsequent re-inspections	\$250.00 per inspection

** One submittal will be processed under the initial permit, review and inspection fees. An hourly rate of \$70 per hour will be charged for additional review time for revisions that have already been plan reviewed, with a minimum one-hour charge.

Commercial Occupancy Annual Fire Safety Inspections

- Initial Inspection	No Charge
- First re-inspection	No Charge
- Second re-inspection	No Charge

	- Third re-inspection	\$50.00	
	- Fourth and subsequent re-inspections	\$100.00	
16.24.040	Fire Code Appeals		Per BMC 20.01
16.40	Manufactured Home Installation Fees		
16.40.040	Installation Permit		Per BMC 16.06.020(23)
16.40.040	Inspection Fees		Per BMC 16.40.050
16.80.040	Canopy Permit Fee		Per BMC 16.80.040

Title 17 Design and Construction Standards

17.08.010	Variance from Public Works Standards	Intake Fee	
	Minor	\$70.00	
	Major	\$250.00	

*Note: The total fee for which the applicant is responsible shall be the amount of the actual costs incurred by the city during the variance review and approval process (see BMC 20.01.268).

Title 18 Subdivisions

		Intake Fee	Deposit Fee
18.37.010	Subdivision		
	Preliminary Subdivision	\$70.00	\$2,500 + \$150.00/acre
	Final Subdivision	\$70.00	\$1,500
	Short subdivision	\$70.00	\$1000 + \$150.00/acre
	Lot line Adjustment	\$70.00	\$475.00
	Binding Site Plan or Subdivision Amendment	\$70.00	\$1,500.00
	Pre-application Meeting Fee		See Title 20 Fees

*Note: The total fee for which the applicant is responsible shall be the amount of the actual costs incurred by the city during the subdivision, short subdivision, lot line adjustment or amendment review and approval process (to include construction of improvements and inspection) (see BMC 20.01.268)

Title 19 Zoning

19.54.010 See BMC 20.01.270

Title 20 Administration of Land Use and Zoning Applications and Development Regulations

20.01.260	Land Use Decision Appeals		
		Intake Fee	Deposit Fee
	Appeal Fee	\$300.00	plus Cost
20.01.262	Land Use and Permit Fees		
	Shoreline conditional use permit	\$70.00	\$500.00
	Shoreline revision	\$70.00	\$300.00
	Shoreline substantial development permit	\$70.00	\$750.00
	Shoreline variance	\$70.00	\$500.00
	Shoreline substantial development exemption letter	\$70.00	
	When Wetland Analysis is required in connection with any application authorized under Title 19		
	-Added to the standard application fee	\$220.00	
	-In conjunction with EIS	\$440.00	
	Variance		
	Fence Variance	\$70.00	\$125.00
	Public Hearing/Individual Single-Family Residential	\$70.00	\$500.00
	Public Hearing/Other	\$70.00	\$1,000.00
	Conditional Use		
	Hearing Examiner/Single-Family Residential	\$70.00	\$500.00
	Hearing Examiner/Other	\$70.00	\$1,000.00

Site plan review, including RV Parks			
< 1 acre	\$70.00		\$750.00
> 1 acre	\$70.00		\$1,750.00
Type B home occupation permit	\$70.00		\$250.00
Sign Permits			
Home Occupation	\$35.00		
Commercial/Industrial	\$70.00		plus Cost
Sign Recovery Fee	\$70.00		
Comprehensive Plan Amendment	\$1,200.00		
Zoning Code Ordinance Amendments			
Text	\$70.00		\$700.00
Rezone	\$70.00		\$1,775 + \$100.00/acre
Annexation Petition		\$1,200	
Design Review Fee			
Minor		\$25	
Major	\$210.00		plus Cost
Notice of Proposed Land Use Action Sign	\$50.00		
Residential Cluster Development	\$70.00		\$1000 + \$150.00/acre
Cottage Housing Development	\$70.00		\$1000 + \$150.00/acre
Pre-application Meeting Fee			
Consultation With City Planner		No Charge	
Pre-Application Meeting with no more than 3 City Staff are in attendance.		\$210.00	
Pre-Application Meeting where 3 or more City Staff are in attendance (Types A-2 and C-2 Development Permits)		\$500.00	
Development Agreements		\$500.00	
Nonconforming Use Determination		\$250.00	
Director's Code Interpretation		\$100.00	

20.01.268

Costs incurred by the city
The land use and/or permit applicant shall pay to the city all costs incurred by the city that are associated with processing the land use proposals and/or permits, including consultant costs. City and consultant reimbursables include, but are not limited to staff time for application review, assessment, engineering, inspections, legal, secretarial, administrative costs, cost of publications, and other city processing costs; provided, however, that no charge will apply for one preapplication meeting. City will notify the applicant, in writing, of the applicability of hourly charges for further consultation on a project after the pre-application meeting.

20.01.268

	Hourly Rates for Billing
Review rates and costs.	
City Administrator	\$85.00
Finance Director	\$70.00
City Clerk	\$60.00
Building Official	\$70.00
Fire Marshall/Chief	\$75.00
Assistant Fire Chief	\$65.00
Public Works Director	\$70.00
Utilities Superintendent	\$70.00
Public Works Supervisor*	\$60.00
WWTP Supervisor*	\$55.00
City Planner	\$70.00
Associate Planner	\$60.00
Building Inspector	\$60.00
Permit Coordinator*	\$50.00
Administrative Assistant*	\$40.00
Police Chief	\$75.00
Assistant Police Chief	\$65.00
Police Sergeant*	\$60.00
Police Patrol*	\$55.00
Community Services Officer	\$50.00
Public Works Utility Systems Tech*	\$55.00
Public Works Utility*	\$50.00
City Engineer	per contract
City Attorney	per contract

Consultants

per contract

Mailing(s)

actual cost

Other

actual cost

*Note: Overtime rates for all covered employees will be calculated at 1.5 times the listed rate with a 2-hour minimum charge.



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Bid Award – River Avenue Reconstruction Project – TIB Cost Impact: \$995,672.52 Fund Source: Multiple Funds & TIB Grant Timeline: N/A	Agenda Date: March 27, 2018		AB18-025
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson	X	X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts	X	X
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Julie Bevaart		X
	Planning Dept – Kathy Thompson		
	Police Dept – Chief Arsanto		
Municipal Court – Jessica Cash			
PW/Utilities – Chris Banks		X	
Attachments: Eng Recommendation w/Bid Tabs and Staff Memorandum			
SUMMARY STATEMENT: See attached Engineering recommendation and Staff memorandum.			
COMMITTEE REVIEW AND RECOMMENDATION: T/U 3/20/18			
RECOMMENDED ACTION: MOTION to Award Bid of the River Avenue Reconstruction Project to Reed Trucking & Excavating, Inc. for the Low Bid Price of \$995,672.52 and Authorize the Funding Transfers to Support the Project as Outlined in the Attached Staff Memorandum.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	



March 5, 2018

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

SUBJECT: REVIEW OF BIDS, RIVER AVENUE IMPROVEMENTS,
TIB 6-P-808(013)-1
CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON
G&O #17489.00

Dear Mr. Schmidt:

On February 28, 2018, the City of Buckley received four bids for the River Avenue Improvements project. The bids for all four schedules of work ranged from \$995,672.52 to \$1,138,865.43. The Engineer's Estimate was \$900,409.97. Each proposal was checked for correctness of extensions of the prices per unit and the total price. Five corrections were made; however, these corrections did not change the position of the low bidder. We have provided a bid summary with this letter. The bidders and their respective bid amounts, including sales tax where applicable, are as follows:

	Engineer's Estimate	\$900,409.97
1.	Reed Trucking & Excavating, Inc. (Puyallup, Washington).....	\$995,672.52
2.	RW Scott Construction (Auburn, Washington).....	\$1,009,099.62
3.	Miles Resources, LLC (Puyallup, Washington).....	\$1,104,883.23
4.	Tucci & Sons, Inc. (Tacoma, Washington).	\$1,138,865.43

The low responsive bidder, Reed Trucking & Excavating, Inc. of Puyallup, Washington, is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. The bids came in approximately 10 percent above the Engineer's Estimate. However, the City has received a competitive bid, as all four bids are within 15 percent of each other. We do not expect that the City would get a lower bid by rebidding the project later this year.

To our knowledge, the low bidder has not claimed bid error and no formal bidding protests have been recorded. In accordance with RCW 39.04, we have verified the low

Mr. Dave Schmidt
March 5, 2018
Page 2

bidder, Reed Trucking & Excavating, Inc. of Puyallup, Washington, has met the responsibility criteria. The Mandatory Bidder Responsibility Checklist is attached for the City's file.

Based on our evaluation, we recommend that the project be awarded to the lowest responsive, responsible bidder, Reed Trucking & Excavating, Inc., 2207 Inter Avenue, Suite A, Puyallup, Washington 98372, assuming that the City receives authorization to award from the Transportation Improvement Board.

Please contact us if you have any questions and/or require additional information.

Sincerely,

GRAY & OSBORNE, INC.



Tani Stafford, P.E.

TLS/hh
Encl.

cc: Mr. Greg Armstrong, P.E., Project Engineer, Transportation Improvement Board

BIDDER		ENGINEER'S ESTIMATE			REED TRUCKING & EXCAVATING, INC.		RW SCOTT CONSTRUCTION		MILES RESOURCES, LLC		TUCCI & SONS, INC.	
BIDDER ADDRESS					2207 Inter Avenue, Ste. A Puyallup, WA 98372		4005 West Valley Hwy. North Auburn, WA 98001		400 Valley Avenue NE Puyallup, WA 98372		4224 Waller Road Tacoma, WA 98443	
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.					983,104-00		579,092-00		183,696-00		700,260-00	
WASHINGTON STATE CONTRACTOR'S REG. NUMBER					REEDTEI016JW		RWSCOC229MU		MILESRL897RK		TUCCIS*379NO	
BID BOND OR OTHER GOOD FAITH TOKEN					5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND	
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE A: RIVER AVENUE IMPROVEMENTS - EXCLUDING ANGLE PARKING (TIB ELIGIBLE)												
1	SPCC Plan	1 LS	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$840.00	\$840.00	\$500.00	\$500.00
2	Mobilization, Cleanup and Demobilization	1 LS	\$45,800.00	\$45,800.00	\$50,000.00	\$50,000.00	\$60,000.00	\$60,000.00	\$43,700.00	\$43,700.00	\$62,300.00	\$62,300.00
3	Project Temporary Traffic Control	1 LS	\$15,000.00	\$15,000.00	\$37,000.00	\$37,000.00	\$20,000.00	\$20,000.00	\$46,400.00	\$46,400.00	\$62,000.00	\$62,000.00
4	Clearing and Grubbing	0.60 AC	\$10,000.00	\$6,000.00	\$7,500.00	\$4,500.00	\$15,000.00	\$9,000.00	\$3,600.00	\$2,160.00	\$57,700.00	\$34,620.00
5	Removal of Structures and Obstructions	1 LS	\$7,000.00	\$7,000.00	\$12,000.00	\$12,000.00	\$27,500.00	\$27,500.00	\$18,860.00	\$18,860.00	\$20,300.00	\$20,300.00
6	Pulverize Existing Asphalt Roadway	4,674 SY	\$3.00	\$14,022.00	\$2.25	\$10,516.50	\$5.00	\$23,370.00	\$3.65	\$17,060.10	\$2.25	\$10,516.50
7	Excavation, Embankment and Grading for Roadway	650 CY	\$30.00	\$19,500.00	\$50.00	\$32,500.00	\$32.00	\$20,800.00	\$40.00	\$26,000.00	\$31.50	\$20,475.00
8	Unsuitable Foundation Excavation, Incl. Haul	20 CY	\$40.00	\$800.00	\$30.00	\$600.00	\$50.00	\$1,000.00	\$55.00	\$1,100.00	\$75.00	\$1,500.00
9	Locate Existing Utilities	1 LS	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$3,300.00	\$3,300.00	\$3,050.00	\$3,050.00
10	Controlled Density Fill	5 CY	\$130.00	\$650.00	\$150.00	\$750.00	\$100.00	\$500.00	\$275.00	\$1,375.00	\$100.00	\$500.00
11	Crushed Surfacing Top Course	180 TN	\$36.00	\$6,480.00	\$50.00	\$9,000.00	\$35.00	\$6,300.00	\$80.00	\$14,400.00	\$40.00	\$7,200.00
12	Crushed Surfacing Base Course	700 TN	\$36.00	\$25,200.00	\$35.00	\$24,500.00	\$35.00	\$24,500.00	\$35.25	\$24,675.00	\$38.85	\$27,195.00
13	Textured and Pigmented Cement Conc. Pavement	209 CY	\$150.00	\$31,350.00	\$250.00	\$52,250.00	\$225.00	\$47,025.00	\$250.00	\$52,250.00	\$230.00	\$48,070.00
14	HMA Cl. 1/2" PG 64-22	1,065 TN	\$85.00	\$90,525.00	\$100.00	\$106,500.00	\$83.00	\$88,395.00	\$73.00	\$77,745.00	\$98.00	\$104,370.00
15	Job Mix Compliance Price Adjustment	1 CALC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16	Compaction Price Adjustment	1 CALC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17	Temporary HMA	10 TN	\$160.00	\$1,600.00	\$150.00	\$1,500.00	\$150.00	\$1,500.00	\$184.00	\$1,840.00	\$200.00	\$2,000.00
18	DI Storm Sewer Pipe, 8 In. Diam. (Incl. Bedding)	40 LF	\$50.00	\$2,000.00	\$45.00	\$1,800.00	\$65.00	\$2,600.00	\$57.00	\$2,280.00	\$67.80	\$2,712.00
19	CPEP Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding)	203 LF	\$40.00	\$8,120.00	\$40.00	\$8,120.00	\$40.00	\$8,120.00	\$55.00	\$11,165.00	\$80.60	\$16,361.80
20	Catch Basin, Type 1	7 EA	\$1,100.00	\$7,700.00	\$1,200.00	\$8,400.00	\$1,200.00	\$8,400.00	\$2,175.00	\$15,225.00	\$2,230.00	\$15,610.00
21	Removal of Unsuitable Material	10 CY	\$50.00	\$500.00	\$30.00	\$300.00	\$50.00	\$500.00	\$55.00	\$550.00	\$75.00	\$750.00
22	Trench Excavation Safety Systems	1 LS	\$5,000.00	\$5,000.00	\$1.00	\$1.00	\$500.00	\$500.00	\$840.00	\$840.00	\$500.00	\$500.00
23	Bank Run Gravel for Trench Backfill	120 CY	\$30.00	\$3,600.00	\$50.00	\$6,000.00	\$40.00	\$4,800.00	\$45.00	\$5,400.00	\$56.50	\$6,780.00
24	Plugging Existing Pipe	4 EA	\$100.00	\$400.00	\$250.00	\$1,000.00	\$250.00	\$1,000.00	\$390.00	\$1,560.00	\$300.00	\$1,200.00
25	Adjust Valve Box	3 EA	\$300.00	\$900.00	\$500.00	\$1,500.00	\$350.00	\$1,050.00	\$390.00	\$1,170.00	\$300.00	\$900.00
26	Adjust Fire Hydrant Assembly	1 EA	\$1,000.00	\$1,000.00	\$700.00	\$700.00	\$2,000.00	\$2,000.00	\$3,150.00	\$3,150.00	\$4,200.00	\$4,200.00

DATE: 2/2018
DRAWN: SC
CHECKED: TS
APPROVED: TS

CITY OF BUCKLEY, WASHINGTON
RIVER AVENUE IMPROVEMENTS
GRAY & OSBORNE #17489

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

BIDDER		ENGINEER'S ESTIMATE		REED TRUCKING & EXCAVATING, INC.		RW SCOTT CONSTRUCTION		MILES RESOURCES, LLC		TUCCI & SONS, INC.			
27	Adjust Meter Box	4	EA	\$200.00	\$800.00	\$250.00	\$1,000.00	\$500.00	\$2,000.00	\$285.00	\$1,140.00	\$475.00	\$1,900.00
28	Erosion/Water Pollution Control	1	LS	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$13,500.00	\$13,500.00	\$4,500.00	\$4,500.00
29	Seeding, Fertilizing and Mulching	2,000	SY	\$9.00	\$18,000.00	\$2.00	\$4,000.00	\$1.75	\$3,500.00	\$1.00	\$2,000.00	\$0.95	\$1,900.00
30	Topsoil, Type A	200	CY	\$55.00	\$11,000.00	\$50.00	\$10,000.00	\$65.00	\$13,000.00	\$46.50	\$9,300.00	\$46.50	\$9,300.00
31	Bark or Wood Chip Mulch	10	CY	\$60.00	\$600.00	\$100.00	\$1,000.00	\$65.00	\$650.00	\$61.50	\$615.00	\$62.00	\$620.00
32	Irrigation System	1	LS	\$17,200.00	\$17,200.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$31,150.00	\$31,150.00	\$25,700.00	\$25,700.00
33	Cement Conc. Traffic Curb and Gutter	2,060	LF	\$22.00	\$45,320.00	\$30.00	\$61,800.00	\$20.00	\$41,200.00	\$19.50	\$40,170.00	\$20.10	\$41,406.00
34	Extruded Cement Conc. Curb	50	LF	\$20.00	\$1,000.00	\$30.00	\$1,500.00	\$20.00	\$1,000.00	\$12.50	\$625.00	\$11.00	\$550.00
35	Cement Conc. Driveway Entrance	405	SY	\$52.00	\$21,060.00	\$55.00	\$22,275.00	\$45.00	\$18,225.00	\$55.50	\$22,477.50	\$55.00	\$22,275.00
36	Remove and Replace Wood Fence	145	LF	\$25.00	\$3,625.00	\$50.00	\$7,250.00	\$35.00	\$5,075.00	\$30.00	\$4,350.00	\$26.80	\$3,886.00
37	Cement Conc. Sidewalk	1,174	SY	\$42.00	\$49,308.00	\$44.00	\$51,656.00	\$40.00	\$46,960.00	\$48.00	\$56,352.00	\$43.30	\$50,834.20
38	Cement Conc. Curb Ramp	6	EA	\$2,000.00	\$12,000.00	\$2,500.00	\$15,000.00	\$750.00	\$4,500.00	\$670.00	\$4,020.00	\$1,340.00	\$8,040.00
39	Street Light Tube (SR 165)	10	EA	\$600.00	\$6,000.00	\$600.00	\$6,000.00	\$700.00	\$7,000.00	\$540.00	\$5,400.00	\$575.00	\$5,750.00
40	Furnish and Install 2-In. Diam. Sch. 40 PVC Conduit w/Fittings	770	LF	\$4.00	\$3,080.00	\$8.00	\$6,160.00	\$4.00	\$3,080.00	\$6.75	\$5,197.50	\$6.75	\$5,197.50
41	Furnish and Install 2-In. Diam. Sch. 80 PVC Conduit w/Fittings	820	LF	\$4.00	\$3,280.00	\$8.50	\$6,970.00	\$5.00	\$4,100.00	\$7.25	\$5,945.00	\$7.25	\$5,945.00
42	Illumination Trench	900	LF	\$8.50	\$7,650.00	\$20.00	\$18,000.00	\$12.00	\$10,800.00	\$15.00	\$13,500.00	\$14.00	\$12,600.00
43	Permanent Signing	1	LS	\$2,000.00	\$2,000.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$4,300.00	\$4,300.00	\$3,600.00	\$3,600.00
44	Paint Line	420	LF	\$0.30	\$126.00	\$3.50	\$1,470.00	\$3.00	\$1,260.00	\$2.25	\$945.00	\$2.00	\$840.00
45	Paint Line w/RPMs	1,000	LF	\$0.60	\$600.00	\$2.00	\$2,000.00	\$2.00	\$2,000.00	\$1.15	\$1,150.00	\$1.00	\$1,000.00
46	Plastic Stop Line	29	LF	\$10.00	\$290.00	\$30.00	\$870.00	\$25.00	\$725.00	\$16.00	\$464.00	\$14.00	\$406.00
	Subtotal, Schedule A:				\$503,586.00		\$605,888.50		\$545,935.00		\$595,646.10		\$659,860.00
	Sales Tax @ 0% (Per W.S. Revenue Rule No.				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	TOTAL CONSTRUCTION COST, SCHEDULE A				\$503,586.00		\$605,888.50		\$545,935.00		\$595,646.10		\$659,860.00

CITY OF BUCKLEY, WASHINGTON
RIVER AVENUE IMPROVEMENTS
GRAY & OSBORNE #17489

DATE: 2/2018
DRAWN: SC
CHECKED: TS
APPROVED: TS

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

NO.	BIDDER	ITEM	QUANTITY	ENGINEER'S ESTIMATE		REED TRUCKING & EXCAVATING, INC.		RW SCOTT CONSTRUCTION		MILES RESOURCES, LLC		TUCCI & SONS, INC.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE B: ANGLE PARKING AND PUBLIC WORKS SHOP DRIVEWAY (NON-TIB ELIGIBLE)													
100		Minor Changes	1	CALC	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
101		Project Temporary Traffic Control	1	LS	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$36,100.00	\$36,100.00	\$17,000.00
102		Clearing and Grubbing	0.4	AC	\$10,000.00	\$4,000.00	\$7,500.00	\$3,000.00	\$15,000.00	\$6,000.00	\$3,600.00	\$1,440.00	\$45,100.00
103		Removal of Structures and Obstructions	1	LS	\$5,000.00	\$5,000.00	\$2,200.00	\$2,200.00	\$4,000.00	\$4,000.00	\$5,180.00	\$5,180.00	\$2,000.00
104		Unsuitable Foundation Excavation, Incl. Haul	20	CY	\$40.00	\$800.00	\$30.00	\$600.00	\$50.00	\$1,000.00	\$55.00	\$1,100.00	\$75.00
105		Excavation, Embankment and Grading for Roadway	380	CY	\$30.00	\$11,400.00	\$50.00	\$19,000.00	\$32.00	\$12,160.00	\$40.00	\$15,200.00	\$40.00
106		Crushed Surfacing Top Course	70	TN	\$36.00	\$2,520.00	\$50.00	\$3,500.00	\$35.00	\$2,450.00	\$80.00	\$5,600.00	\$40.00
107		Crushed Surfacing Base Course	300	TN	\$36.00	\$10,800.00	\$40.00	\$12,000.00	\$35.00	\$10,500.00	\$35.25	\$10,575.00	\$38.85
108		HMA Cl. 1/2" PG 64-22	200	TN	\$85.00	\$17,000.00	\$100.00	\$20,000.00	\$83.00	\$16,600.00	\$73.00	\$14,600.00	\$98.00
109		DI Storm Sewer Pipe, 8 In. Diam. (Incl. Bedding)	153	LF	\$50.00	\$7,650.00	\$45.00	\$6,885.00	\$65.00	\$9,945.00	\$57.00	\$8,721.00	\$67.80
110		Catch Basin, Type 1	2	EA	\$1,100.00	\$2,200.00	\$1,200.00	\$2,400.00	\$1,200.00	\$2,400.00	\$2,175.00	\$4,350.00	\$2,230.00
111		Concrete Inlet	4	EA	\$1,000.00	\$4,000.00	\$800.00	\$3,200.00	\$1,000.00	\$4,000.00	\$2,100.00	\$8,400.00	\$2,230.00
112		Removal of Unsuitable Material	10	CY	\$50.00	\$500.00	\$30.00	\$300.00	\$50.00	\$500.00	\$55.00	\$550.00	\$75.00
113		Trench Excavation Safety Systems	1	LS	\$5,000.00	\$5,000.00	\$1.00	\$1.00	\$500.00	\$500.00	\$840.00	\$840.00	\$500.00
114		Bank Run Gravel for Trench Backfill	20	CY	\$30.00	\$600.00	\$50.00	\$1,000.00	\$40.00	\$800.00	\$45.00	\$900.00	\$56.50
115		Erosion/Water Pollution Control	1	LS	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$7,450.00	\$7,450.00	\$500.00
116		Cement Conc. Valley Gutter	729	LF	\$22.00	\$16,038.00	\$30.00	\$21,870.00	\$26.00	\$18,954.00	\$28.00	\$20,412.00	\$30.50
117		Cement Conc. Traffic Curb and Gutter	70	LF	\$22.00	\$1,540.00	\$40.00	\$2,800.00	\$20.00	\$1,400.00	\$19.50	\$1,365.00	\$20.10
118		Cement Conc. Driveway Entrance	66	SY	\$52.00	\$3,432.00	\$55.00	\$3,630.00	\$45.00	\$2,970.00	\$55.50	\$3,663.00	\$55.00
119		Precast Concrete Bumper Curb	4	EA	\$400.00	\$1,600.00	\$300.00	\$1,200.00	\$200.00	\$800.00	\$125.00	\$500.00	\$111.00
120		Cement Conc. Sidewalk	20	SY	\$42.00	\$840.00	\$44.00	\$880.00	\$40.00	\$800.00	\$48.00	\$960.00	\$43.30
121		Cement Conc. Curb Ramp	3	EA	\$2,000.00	\$6,000.00	\$2,500.00	\$7,500.00	\$750.00	\$2,250.00	\$670.00	\$2,010.00	\$1,340.00
122		Permanent Signing	1	LS	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$4,300.00	\$4,300.00	\$3,500.00
123		Plastic Access Marking	4	EA	\$700.00	\$2,800.00	\$350.00	\$1,400.00	\$250.00	\$1,000.00	\$260.00	\$1,040.00	\$233.00
124		Paint Line	1,300	LF	\$0.30	\$390.00	\$2.00	\$2,600.00	\$1.50	\$1,950.00	\$1.50	\$1,950.00	\$1.23
		Subtotal, Schedule B:				\$126,610.00		\$135,966.00		\$122,479.00		\$167,206.00	\$163,060.90
		Sales Tax @ 0% (Per W.S. Revenue Rule No. 171)				\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
		TOTAL CONSTRUCTION COST, SCHEDULE B				\$126,610.00		\$135,966.00		\$122,479.00		\$167,206.00	\$163,060.90

CITY OF BUCKLEY, WASHINGTON
RIVER AVENUE IMPROVEMENTS
GRAY & OSBORNE #17489

DATE: 2/2018
DRAWN: SC
CHECKED: TS
APPROVED: TS

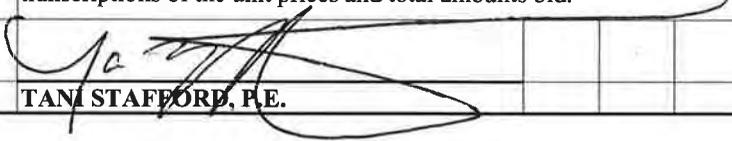
GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

BIDDER		ENGINEER'S ESTIMATE			REED TRUCKING & EXCAVATING, INC.		RW SCOTT CONSTRUCTION		MILES RESOURCES, LLC		TUCCI & SONS, INC.	
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE C: WATER SYSTEM IMPROVEMENTS (NON-TIB ELIGIBLE)												
200	Locate Existing Utilities	1 LS	\$20,000.00	\$20,000.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$3,300.00	\$3,300.00	\$1,000.00	\$1,000.00
201	Mobilization, Cleanup and Demobilization	1 LS	\$14,400.00	\$14,400.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$12,600.00	\$12,600.00	\$17,700.00	\$17,700.00
202	Project Temporary Traffic Control	1 LS	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$8,000.00	\$8,000.00	\$17,600.00	\$17,600.00	\$5,000.00	\$5,000.00
203	Pulverize Existing Asphalt Roadway	430 SY	\$3.00	\$1,290.00	\$2.25	\$967.50	\$2.00	\$860.00	\$3.65	\$1,569.50	\$2.25	\$967.50
204	Crushed Surfacing Top Course	136 TN	\$40.00	\$5,440.00	\$50.00	\$6,800.00	\$35.00	\$4,760.00	\$80.00	\$10,880.00	\$40.00	\$5,440.00
205	HMA Cl. 1/2" PG 64-22	236 TN	\$85.00	\$20,060.00	\$100.00	\$23,600.00	\$83.00	\$19,588.00	\$73.00	\$17,228.00	\$98.00	\$23,128.00
206	Connection to Existing Manhole	2 EA	\$3,000.00	\$6,000.00	\$750.00	\$1,500.00	\$2,500.00	\$5,000.00	\$1,650.00	\$3,300.00	\$1,000.00	\$2,000.00
207	Trench Excavation Safety Systems	1 LS	\$5,000.00	\$5,000.00	\$1,800.00	\$1,800.00	\$500.00	\$500.00	\$1,680.00	\$1,680.00	\$500.00	\$500.00
208	Removal of Unsuitable Material (Trench)	10 CY	\$50.00	\$500.00	\$30.00	\$300.00	\$50.00	\$500.00	\$55.00	\$550.00	\$75.00	\$750.00
209	Bank Run Gravel for Trench Backfill	1,219 CY	\$25.00	\$30,475.00	\$40.00	\$48,760.00	\$35.00	\$42,665.00	\$45.00	\$54,855.00	\$30.00	\$36,570.00
210	DI Pipe for Water Main, 8 In. Diam. (Incl. Fittings)	155 LF	\$80.00	\$12,400.00	\$50.00	\$7,750.00	\$90.00	\$13,950.00	\$87.00	\$13,485.00	\$120.00	\$18,600.00
211	Additional Ductile Iron Fittings	105 LB	\$4.00	\$420.00	\$10.00	\$1,050.00	\$25.00	\$2,625.00	\$9.00	\$945.00	\$4.00	\$420.00
212	Blowoff Assembly	1 EA	\$2,800.00	\$2,800.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$3,100.00	\$3,100.00	\$3,550.00	\$3,550.00
213	Connection to Existing Water Main	4 EA	\$2,000.00	\$8,000.00	\$2,200.00	\$8,800.00	\$2,500.00	\$10,000.00	\$2,350.00	\$9,400.00	\$1,600.00	\$6,400.00
214	Gate Valve, 8 In.	4 EA	\$1,500.00	\$6,000.00	\$1,200.00	\$4,800.00	\$2,000.00	\$8,000.00	\$2,250.00	\$9,000.00	\$1,450.00	\$5,800.00
215	Fire Hydrant Assembly	3 EA	\$6,000.00	\$18,000.00	\$6,000.00	\$18,000.00	\$8,500.00	\$25,500.00	\$6,530.00	\$19,590.00	\$5,500.00	\$16,500.00
216	PVC Sanitary Sewer Pipe, 12 In. Diam.	305 LF	\$100.00	\$30,500.00	\$70.00	\$21,350.00	\$92.00	\$28,060.00	\$84.00	\$25,620.00	\$98.75	\$30,118.75
217	PVC Sanitary Sewer Pipe, 8 In. Diam.	25 LF	\$90.00	\$2,250.00	\$60.00	\$1,500.00	\$100.00	\$2,500.00	\$83.00	\$2,075.00	\$109.00	\$2,725.00
218	PVC Side Sewer Pipe, 6 In. Diam.	25 LF	\$80.00	\$2,000.00	\$50.00	\$1,250.00	\$100.00	\$2,500.00	\$58.00	\$1,450.00	\$102.00	\$2,550.00
	Subtotal, Schedule C:			\$187,535.00		\$159,727.50		\$199,508.00		\$208,227.50		\$179,719.25
	Sales Tax @ 7.9%			\$14,815.27		\$12,618.47		\$15,761.13		\$16,449.97		\$14,197.82
	TOTAL CONSTRUCTION COST, SCHEDULE C			\$202,350.27		\$172,345.97		\$215,269.13		\$224,677.47		\$193,917.07

CITY OF BUCKLEY, WASHINGTON
RIVER AVENUE IMPROVEMENTS
GRAY & OSBORNE #17489

DATE: 2/2018
DRAWN: SC
CHECKED: TS
APPROVED: TS

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

NO.	BIDDER	ITEM	QUANTITY	ENGINEER'S ESTIMATE		REED TRUCKING & EXCAVATING, INC.		RW SCOTT CONSTRUCTION		MILES RESOURCES, LLC		TUCCI & SONS, INC.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE D: UTILITY UNDERGROUNDING (NON-TIB ELIGIBLE)													
300		Bank Run Gravel for Trench Backfill	207 CY	\$25.00	\$5,175.00	\$50.00	\$10,350.00	\$40.00	\$8,280.00	\$45.00	\$9,315.00	\$30.00	\$6,210.00
301		Trench Excavation Safety Systems	1 LS	\$5,000.00	\$5,000.00	\$1.00	\$1.00	\$500.00	\$500.00	\$1,680.00	\$1,680.00	\$250.00	\$250.00
302		Removal of Unsuitable Material (Trench)	10 CY	\$50.00	\$500.00	\$30.00	\$300.00	\$50.00	\$500.00	\$55.00	\$550.00	\$75.00	\$750.00
303		Install PSE Conduit (Incl. Fitting)	3,270 LF	\$2.50	\$8,175.00	\$9.00	\$29,430.00	\$8.00	\$26,160.00	\$9.00	\$29,430.00	\$9.00	\$29,430.00
304		Install Comcast Conduit (Incl. Fitting)	2,318 LF	\$2.50	\$5,795.00	\$7.00	\$16,226.00	\$8.00	\$18,544.00	\$6.75	\$15,646.50	\$6.70	\$15,530.60
305		Install PSE Vault	3 EA	\$2,000.00	\$6,000.00	\$800.00	\$2,400.00	\$6,000.00	\$18,000.00	\$540.00	\$1,620.00	\$5,470.00	\$16,410.00
306		Install Comcast Vault	3 EA	\$2,000.00	\$6,000.00	\$600.00	\$1,800.00	\$1,000.00	\$3,000.00	\$340.00	\$1,020.00	\$1,400.00	\$4,200.00
307		Joint Utility Trench	750 CY	\$35.00	\$26,250.00	\$20.00	\$15,000.00	\$55.00	\$41,250.00	\$66.00	\$49,500.00	\$53.75	\$40,312.50
		Subtotal, Schedule D:			\$62,895.00		\$75,507.00		\$116,234.00		\$108,761.50		\$113,093.10
		Sales Tax @ 7.9%			\$4,968.71		\$5,965.05		\$9,182.49		\$8,592.16		\$8,934.35
		TOTAL CONSTRUCTION COST, SCHEDULE D			\$67,863.71		\$81,472.05		\$125,416.49		\$117,353.66		\$122,027.45
		TOTAL CONSTRUCTION COST, SCHEDULE A			\$503,586.00		\$605,888.50		\$545,935.00		\$595,646.10		\$659,860.00
		TOTAL CONSTRUCTION COST, SCHEDULE B			\$126,610.00		\$135,966.00		\$122,479.00		\$167,206.00		\$163,060.90
		TOTAL CONSTRUCTION COST, SCHEDULE B			\$202,350.27		\$172,345.97		\$215,269.13		\$224,677.47		\$193,917.07
		TOTAL CONSTRUCTION COST, SCHEDULE D			\$67,863.71		\$81,472.05		\$125,416.49		\$117,353.66		\$122,027.45
		TOTAL CONSTRUCTION COST, SCHEDULES A, B, C AND D			\$900,409.97		\$995,672.52		\$1,009,099.62		\$1,104,883.23		\$1,138,865.43
		Sealed bids were opened at the City of Buckley, 933 Main Street, Buckley, Washington 98321 on Wednesday, February 28, 2018, at 10:00 a.m. (local time).											
		I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.											
		DENOTES MATHEMATICAL OR ROUNDING ERROR											
		 TAN STAFFORD, P.E.											

CITY OF BUCKLEY, WASHINGTON
RIVER AVENUE IMPROVEMENTS
GRAY & OSBORNE #17489

DATE: 2/2018
DRAWN: SC
CHECKED: TS
APPROVED: TS

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

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: March 12, 2018

RE: Project: River Avenue Reconstruction Project

On February 28, 2018, G&O Engineers and staff conducted a sealed bid opening for the River Avenue Reconstruction Project. The improvements identified for this project include the following elements:

- Reconstruct and widen approximately 1000 linear feet of roadway on River Avenue from the recently completed improvements east of SR 165 to the northwest side of Jefferson Avenue (Youth Center Parking Lot).
- Roadway elements to include:
 - ~ Two travel lanes
 - ~ Angled parking lane on the west side of the road
 - ~ Curb and gutter
 - ~ Planting strips w/landscaping and street trees
 - ~ 6-foot wide sidewalk on east side, 8-foot wide sidewalk on the west side
 - ~ LED Street Lights
 - ~ Irrigation improvements
- Utility Relocation and undergrounding.
- Minor water main improvements include one new fire hydrant on River Avenue and 8-inch DI water main stub outs on Jefferson Avenue, with water services.
- Minor Sanitary Sewer improvements include replacement of the existing sanitary sewer main on Jefferson Avenue, between the Foothills Trail crossing and Pearl Street with 12-inch pipe.
- Storm Drainage Improvements.
- Channelization
- Signing.

The project is partially funded through a grant that the City received late in 2016 from the State TIB. The original project as submitted in the application, anticipated the scope to be:

“pulverization of the existing pavement section, placing new crushed surfacing base course as needed, cement treated base, overlaying the pavement section, constructing new curb and gutter and 6-foot wide concrete sidewalk on both sides of River Avenue from just northwest of S.R. 165 to the northeast side of Jefferson Ave along with an additional 250-feet of sidewalk to connect to the skate part north of Jefferson Ave. The city will construct a paved angle parking lane on the northwest side as a separate schedule of work, not part of the TIB funding. The project is an extension of sidewalk improvements that are under construction at the southwest end. The proposed project connects the existing sidewalk system to existing sidewalk at the northeast end. The project includes installation of LED street lighting.”

Construction cost estimate for the grant was:

	Phase	Total Project	TIB	Local
Design Phase	Design Engineering	\$70,800	\$63,720	\$7,080
	Right of Way	\$0	\$0	\$0
Construction Phase	Construction Engineering	\$70,800	\$63,720	\$7,080
	Construction Other	\$0	\$0	\$0
	Construction Contract	\$472,170	\$424,953	\$47,217
TOTALS		\$613,770	\$552,393	\$61,377

The City received the full funding award from TIB for \$552,393.

During the design phase of the project several issues were identified that was not included in the original cost estimate or was TIB eligible, consisting of:

- Extension of the full improvements to the Youth Center parking lot; and
- Replacement of sewer main on River Ave. and Jefferson St.; and
- Replacement of water main on River Ave. and Jefferson St.; and
- Addition of street lighting to City standards; and
- Undergrounding of electrical, phone and cable in the project vicinity; and
- New driveway cut to the PW Office Remodel Project.

As a result of these additional items, cost estimates for the project was updated five (5) times prior to advertising for bid. Final cost estimate for the entire project (all schedules) at bid had increased to \$1,345,998.13, which included both design engineering and construction

management and reimbursable expenditures from PSE and Comcast for utility undergrounding.

	Bid Est.
SCCHEDULE A: River Ave. Imp. - Excluding Angle Parking (TIB Eligible)	\$484,051
Street Lights by PSE/IntoLight	\$81,368
SCCHEDULE B: Angle Parking and PW Shop Driveway (Non-TIB Eligible)	\$116,486
SCCHEDULE C: Sewer and Water System Improvements (Non-TIB Eligible)	\$202,327
SCCHEDULE D: Utility Undergrounding - 700 LF (Non-TIB Eligible)	\$41,185
Utility Undergrounding by PSE	\$198,041
Subtotal Construction	\$1,123,458
Design (original contract)	\$85,550
Design (supp No 1)	\$31,490
CM @ 12.5%	\$105,500
Total Estimate	\$1,345,998

Low bid for the project came in as follows:

	Bid
SCCHEDULE A: River Ave. Imp. - Excluding Angle Parking (TIB Eligible)	\$605,889
Street Lights by PSE/IntoLight	\$81,368
SCCHEDULE B: Angle Parking and PW Shop Driveway (Non-TIB Eligible)	\$135,966
SCCHEDULE C: Sewer and Water System Improvements (Non-TIB Eligible)	\$172,346
SCCHEDULE D: Utility Undergrounding - 700 LF (Non-TIB Eligible)	\$81,472
Utility Undergrounding by PSE	\$198,041
Subtotal Construction	\$1,275,082
Design (original contract)	\$85,550
Design (supp No 1)	\$31,490
CM @ 12.5%	\$105,500
Total Bid Price	\$1,497,622

The final construction estimate didn't get completed until January, 2018 so many of the changes/additions occurred late in the process and were not accounted for when drafting this year's budget. We anticipated some of the additional cost but were far short of what's needed to move forward with the project without additional help from other funds. We did not have a final number on the undergrounding from PSE and/or street lights both of which accounted for a large portion of the increase. Sewer and water both came in lower than estimated in January but higher than was estimated at budget drafting.

Overall price over preliminary construction estimate is \$151,623 higher than projected. The primary factors driving the increased cost were the submitted bid for asphalt pavement and cost to underground the utility facilities. Altogether we're currently short **(\$424,280)** as identified in the tables below.

	City	TIB	PSE	Comcast
Schedule A	\$60,589	\$545,300	\$0	\$0
-Street Lights	\$81,368	\$0	\$0	\$0
Schedule B	\$135,966	\$0	\$0	\$0
Schedule C	\$172,346	\$0	\$0	\$0
Schedule D	\$44,348	\$0	\$19,098	\$18,026
Undergrounding (City/PSE)	\$79,216	\$0	\$118,825	\$0
Subtotal	\$573,833	\$545,300	\$137,923	\$18,026
Design (original contract)	\$21,830	\$63,720	\$0	\$0
Design (supp No 1)	\$31,490	\$0	\$0	\$0
CM @ 12.5%	\$37,127	\$68,373	\$0	\$0
Total Distribution	\$664,280	\$677,393	\$137,923	\$18,026

After bids were tabulated and it was identified that TIB eligible portions had come in higher we contacted TIB and requested additional funding, which was approved. TIB authorized an increase contribution amount of \$125,000 bringing their grant award to \$677,393 from their original \$552,393.

The City's total out-of-pocket on the project is \$664,280 broken down as follows:

City Cost Breakdown	Water	Sewer	Street
Construction	\$47,908	\$124,438	\$401,487
Design (original contract)	\$0	\$0	\$21,830
Design (supp No 1)	\$1,000	\$25,000	\$5,490
CM @ 12.5%	\$1,000	\$25,000	\$11,127
	\$49,908	\$174,438	\$439,934

The 2018 budget provided minimum funding levels as follows:

2018 Budget	Water	Sewer	Street	Cap Imp
Construction	\$20,000	\$80,000	\$100,000	\$25,000
Design (original contract)	\$0	\$0	\$15,000	\$0
Design (supp No 1)	\$0	\$0	\$0	\$0
CM @ 12.5%	\$0	\$0	\$0	\$0

	\$20,000	\$80,000	\$115,000	\$25,000
	Water	Sewer	Street	
Shortfall by Category	-\$29,908	-\$94,438	-\$299,934	

Total Shortfall -\$424,280

The City Council has several options to consider with the primary being moving forward with the project and providing funding assistance out of reserves in both of the City Capital Improvement Funds 307 and 308. The additional increase to the water and sewer portions of the project can be paid for by the respective utilities out of their capital reserve accounts. The shortfall in streets will need support from capital improvement. We currently have two projects budgeted for 2018 out of Fund 307 that are not being planned for construction. These two projects total \$300,000 which can be considered as reserves at this point. One of the projects is the trailhead/parking lot on Sr410 & Jefferson that we are planning to design in 2018, but not construct. In addition the County recently contacted us and offered to participate in a joint agency application to the State RCO for grant funding for trail parking improvements, which if successful would go a long way towards paying for the project. At the end of January Fund 308 had cash reserves of \$266,200 and is projected to have an end of year reserves of \$192,590. Either one or both of these accounts can be used to support the construction.

The total **-\$424,280** shortfall includes design engineering costs that have already been paid so this amount can be deducted and reduces the shortfall in water to **-\$28,908**; in sewer to **-\$69,438**; and streets to **-\$272,614** for a new total of **-\$370,960**.

I recommend that the City Council authorize transferring up to \$175,000 from Fund 307 and up to \$125,000 from Fund 308 to provide funding support. In addition, I recommend that the City Council authorize increasing the line item transfers from both water and sewer capital to meet the required funding needs for utility replacement. This should provide the funding needed to complete the project and maintain cash flow throughout construction since the grant is based on reimbursement and PSE/Comcast work is paid for by the City and then reimbursed as well.

The second option would be to reject all bids due to the lack of funding since the project came in over estimate by \$151,623. However, this would mean sacrificing the \$677,393 in grant funding from TIB.

Another option to consider would be to award some but not all of the schedules in the bid. The project was broken specifically to delineate between the various work that was to be performed and which was TIB eligible. Elimination of any of these has consequences that the

Council can discuss; however, they are too varied to list. Needless to say Schedule A is the main item that needs to remain on the table in order to maintain TIB funding.

An option that is normally available on a project of this size is to reject all bids and then send it back to the engineer's to modify the project in some method of scale reduction that then be re-advertised to hopefully attract lower bids. However, in this case we have not identified any area that could be modified or altered in way that would achieve the same function, aesthetics and stated goals.

The Council Transportation & Utilities Committee met on March 20, 2018 to explore alternatives and make a formal recommendation to the City Council. After much discussion the Committee made the decision to recommend award of the bid to Reed Trucking & Excavating for the low bid price and encourage the City Council authorize the funding transfers to support the project as outlined in the staff memo.

If you have any questions, please give a call. Thanks.

Dave



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Agreement Between the City & AllianceOne for Collection Services Cost Impact: N/A Fund Source: N/A Timeline: N/A	Agenda Date: March 27, 2018		AB18-026
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Julie Bevaart		
	Planning Dept – Kathy Thompson		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash	X	X
PW/Utilities – Chris Banks			
Attachments: Agreement			
<p>SUMMARY STATEMENT: Update and renewal of an agreement between the City and AllianceOne for collection services for the Municipal Court and other City departments. The previous agreement with AllianceOne was specifically for the collection of delinquent fines for the court and is over 20 years old. As requested by the City Council the new agreement updates terms and conditions and adds other City departments to the service which allows the City to send other delinquent accounts for collection such as unpaid utility accounts.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: MOTION to Approve the Agreement Between the City and AllianceOne for Collection Services			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	



**COLLECTION SERVICES AGREEMENT
No. 2018-001**

Between

**AllianceOne Receivables Management, Inc.
("ALLIANCEONE")**

and

**City of Buckley
("CLIENT")**

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COLLECTION SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") effective the ____ day of _____, 20____ ("Effective Date"), is entered into between City of Buckley ("CLIENT") and AllianceOne Receivables Management, Inc. ("ALLIANCEONE"). For and in consideration of the compensation herein described and the covenants and conditions herein contained, the parties agree as follows:

1. Services. ALLIANCEONE will provide collection services to both Buckley Municipal Court (referred to as "COURT" when distinguished from other CLIENT departments) and various city departments within the City of Buckley (referred to as "CITY" when distinguished from the COURT).
2. Term and Termination. This Agreement is continuing and will remain in effect until terminated by either party. Any assignments by CLIENT and work performed by ALLIANCEONE prior to the signing of this Agreement is specifically approved by the parties and ratified by this Agreement. This Agreement may be terminated in whole or in part from time to time when deemed by CLIENT or ALLIANCEONE to be in its best interest. Termination of work hereunder shall be effected by delivering to a party a Notice of Termination ninety (90) days prior to the specified termination date, detailing the extent to which performance of work under this Agreement is terminated.
3. Assignment of Accounts. CLIENT will assign to ALLIANCEONE for collection such unpaid accounts, hereinafter called "Accounts," as CLIENT deems appropriate.
4. Collection Efforts. ALLIANCEONE will use commercially reasonable efforts to collect said Accounts. CLIENT and ALLIANCEONE recognize that the appropriate level of activity may vary according to the type of Account, the Account balance and the information available. ALLIANCEONE will provide a pre-collect letter for COURT accounts.
5. Debts Just and Owing. CLIENT warrants that every Account referred will contain accurate information, including information regarding the identity of the debtor and the balance of the account and that to the CLIENT's knowledge, that such Account or the obligor of such Account will not be subject to any bankruptcy proceeding, stay, or discharge as of the time of referral. CLIENT shall promptly inform ALLIANCEONE, in writing, of any notice it receives concerning any bankruptcy filing by any debtor.
6. Legal Action. No legal action will be commenced on any Account without written permission, first obtained, from CLIENT. Legal action commenced under this agreement may be in the name of ALLIANCEONE and not CLIENT. ALLIANCEONE will promptly advise CLIENT if any legal action is contested. CLIENT will provide evidence as requested by ALLIANCEONE to support approved legal action, including providing a witness or witnesses for live testimony if requested. Unless otherwise agreed, legal costs and fees will be paid by ALLIANCEONE and not CLIENT, and will be recoverable from the debtor where allowed by applicable law, out of first monies recovered.
7. Insurance. ALLIANCEONE shall obtain and keep in force continually during the term of the Agreement comprehensive general liability insurance coverage in the amount of at least one million dollars (\$1,000,000.00).
8. Claims against CLIENT. Except as otherwise provided herein, neither ALLIANCEONE nor ALLIANCEONE's attorneys shall be responsible for providing CLIENT with legal representation to defend CLIENT against any claims, counterclaims or third-party claims asserted against CLIENT, whether asserted in response to a collection action initiated by ALLIANCEONE or otherwise.

9. Hold Harmless and Indemnification.

(a) By ALLIANCEONE. ALLIANCEONE hereby agrees to forever discharge, release, indemnify, defend and hold harmless CLIENT, its related entities and divisions, and their officers, officials, directors, employees, agents, successors, assigns, attorneys and insurers (collectively, "CLIENT Indemnitees"), from and against any and all losses, damages, actions, causes of action, claims, demands, suits, liabilities, judgments, disbursements, attorney fees and expenses, of whatever nature or kind (collectively, "Claims"), arising out of or in connection with the following:

- (i) the alleged failure of ALLIANCEONE, its agents, servants and employees, to comply with any applicable federal, state or local laws, acts, ordinances, rules or regulations, or any administrative, executive or judicial rulings or orders regarding its business activities;
- (ii) the breach or failure of ALLIANCEONE, its agents, servants, and employees to comply with any term, provision, covenant, warranty or representation contained in this Agreement or in any other document, instrument or other agreement provided in connection with this Agreement, including but not limited to the breach of any confidentiality provisions;
- (iii) the infringement of any Intellectual Property rights of any third party; or
- (iv) bodily injury or death caused by ALLIANCEONE or its agents, servants and employees.

Provided that ALLIANCEONE shall have no obligation to discharge, release, indemnify, defend and hold harmless CLIENT indemnitees for any Claims to the extent such Claims are attributable to the acts or omissions of CLIENT Indemnitees.

(b) By CLIENT. CLIENT hereby agrees to forever discharge, release, indemnify, defend and hold harmless ALLIANCEONE, its parent, subsidiary and related companies and divisions, and their officers, directors, employees, shareholders, members, owners, agents, successors, assigns, attorneys and insurers (collectively, "ALLIANCEONE Indemnitees"), from and against any and all losses, damages, actions, causes of action, claims, demands, suits, liabilities, judgments, disbursements, attorney fees and expenses, of whatever nature or kind (collectively, "Claims"), arising out of or in connection with the following:

- (i) the alleged failure of CLIENT, its agents, servants and employees, to comply with any applicable federal, state or local laws, acts, ordinances, rules or regulations, or any administrative, executive or judicial rulings or orders regarding its business activities;
- (ii) the breach or failure of CLIENT, its agents, servants, and employees to comply with any term, provision, covenant, warranty or representation contained in this Agreement or in any other document, instrument or other agreement provided in connection with this Agreement, including but not limited to the breach of any confidentiality provisions, and the actual or alleged furnishing of erroneous Account information to ALLIANCEONE;
- (iii) ALLIANCEONE complying with the instructions or requirements of CLIENT, including the use by ALLIANCEONE of any debtor notices, forms or scripts provided by or required by CLIENT;
- (iv) the infringement of any Intellectual Property rights of any third party; or
- (v) bodily injury or death caused by CLIENT or its agents, servants and employees.

Provided that CLIENT shall have no obligation to discharge, release, indemnify, defend and hold harmless ALLIANCEONE Indemnitees for any Claims to the extent such Claims are attributable to the acts or omissions of ALLIANCEONE Indemnitees.

10. Compensation and Method of Payment. For services provided pursuant to this Agreement ALLIANCEONE shall be entitled to compensation as follows:

(a) Court Costs/Collection Fees: For ALLIANCEONE's collection fee, COURT will assess a court cost pursuant to RCW 46.63.110 (or RCW 3.02.045), as currently written or subsequently amended, for COURT accounts, and CITY will assess a fee pursuant to RCW 19.16.500 for other accounts. CLIENT directs ALLIANCEONE to perform the ministerial act of adding this cost/fee to the Account balance on its computer system at the time the Account is entered into its computer, in the following amounts:

- (i) A 24% add-on fee (19.35% retained) for historical accounts that are aged one to four years from the Effective Date of the Agreement.
- (ii) A 29% add-on fee (22.48% retained) for secondary/historical accounts that are either (a) transferred to ALLIANCEONE from a former collection agency or (b) aged four years or older from the Effective Date of the Agreement.
- (iii) A 19% add-on fee (15.97% retained) for new accounts (aged under one year) assigned to ALLIANCEONE under this Agreement. Previously-assigned Accounts will remain at their existing rates.

(b) Partial Payments: Partial payments made on assigned Accounts shall be remitted to CLIENT based upon the same pro rata formula applied to Accounts that are paid in full. By way of illustration, and assuming a 25% add-on fee (20% retained): \$100 fine + 25% (\$25) = \$125 new balance to be collected; a \$50 payment received would be remitted as follows: \$40 to CLIENT; \$10 to ALLIANCEONE (\$10 = 20% of \$50).

(c) Interest on Accounts: Upon assignment to collection, interest shall accrue on all Account amounts, including court costs for collection fees, at the rate of twelve percent per annum. The interest shall be added to the Account by ALLIANCEONE, collected by ALLIANCEONE, and remitted in full by ALLIANCEONE to CLIENT on CLIENT's portion of the Account (interest on the collection fee and costs expended portions will be retained by ALLIANCEONE).

(d) Monthly Time Payment Collection Services and Fees: If CLIENT desires to offer a time-payment program to defendants with non-delinquent obligations, ALLIANCEONE will administer a monthly-payment collection service (the Signal Management Services Program) for CLIENT. CLIENT will require defendants wishing to participate in the program to fill out an application and/or program implementation document in a form mutually agreed on by ALLIANCEONE and CLIENT. CLIENT will assess as court costs for this service and ALLIANCEONE will add such costs (also called "Service Fees") to the Accounts as follows:

- (i) \$15.00 Account Set-Up Fee: a one-time charge per obligor per court of limited jurisdiction (fee charged only once while defendant remains in an active Signal program, even should new cases from the same court be added to the active program; setting up a new Signal program after a program has been completed or discontinued requires another Set-up fee).
- (ii) \$ 4.75 Monthly Fee: one charge per defendant with one current case.
- (iii) \$ 8.25 Monthly Fee: one charge per defendant with two or more current cases.
- (iv) \$ 7.75 Monthly Fee: one charge per defendant with one case who has at any time been in "past due status."
- (v) \$11.25 Monthly Fee: one charge per defendant with two or more cases who has at any time been in "past due status."

ALLIANCEONE will collect and retain all court costs for Service Fees. Where a Signal Account is assigned to full collection, Service Fees shall not be added to the principal amount of the debt for purposes of calculating ALLIANCEONE'S collection fee authorized in sub-paragraph (a) above, but will otherwise be collected.

(e) Payment in Adjudication (PIA) Re-licensing Program: If CLIENT desires to offer a time-payment program to allow defendants with delinquent obligations to reinstate driving

privileges while on the program, ALLIANCEONE will administer a monthly-payment collection service (called Payment in Adjudication, or "PIA") for CLIENT. CLIENT will require defendants wishing to participate in the PIA program to qualify for the program under parameters mutually agreed to by CLIENT and ALLIANCEONE, with continued participation in the program contingent on timely payment of required amounts and other conditions as mutually agreed to by CLIENT and ALLIANCEONE. There is no additional charge for this service above the court cost for collection fee assessed under this section.

(f) Remittance and Reporting: Unless otherwise agreed, payments on Accounts made to ALLIANCEONE will be remitted by ALLIANCEONE to CLIENT, minus ALLIANCEONE's portion, on or before the 15th day of the month following payment, and will be accompanied by a remittance report including, among other things, the amount of payments received, the date of the payments, Account number and the debtor's name.

(g) Electronic Payments: CLIENT authorizes ALLIANCEONE to charge a party making an electronic payment a reasonable transaction fee (currently three dollars) for processing the electronic payment unless prohibited by law.

(h) Payment Reversals: CLIENT acknowledges that, from time to time, ALLIANCEONE might remit funds to CLIENT that might be reversed, because of such things as non-sufficient fund checks or credit card payment reversals. CLIENT will, upon notice from ALLIANCEONE, be responsible to reimburse ALLIANCEONE for funds remitted to CLIENT that are subsequently reversed. ALLIANCEONE is authorized to deduct such reversals on subsequent remittances to CLIENT.

11. Payments to CLIENT from Other Source. A payment made on behalf of a debtor directly to CLIENT on an assigned Account will be promptly reported to ALLIANCEONE by CLIENT. ALLIANCEONE will include such direct payment in its next invoice, and deduct its share from remitted funds.
12. Negotiable Instruments. CLIENT authorizes ALLIANCEONE to endorse checks or other instruments payable to CLIENT and deposit same into a trust account maintained by ALLIANCEONE. CLIENT further authorizes ALLIANCEONE to send notices of dishonor or other notices on CLIENT's behalf (but in ALLIANCEONE's name) for dishonored instruments, to assess and collect any permissible dishonored instrument fees, and to retain any recovered fees, whether such instruments were issued before or after assignment of the Account.
13. Bankruptcy. Where an Account becomes subject to bankruptcy proceedings, ALLIANCEONE will, at its option, either (a) cancel the Account back to CLIENT, (b) file a claim on behalf of CLIENT in a Chapter 13 proceeding, or (c) suspend activity during the bankruptcy proceeding (generally in Chapter 7 proceedings). If CLIENT desires that ALLIANCEONE file a claim, ALLIANCEONE will retain the "fee-added" amount of the Account whether or not that fee is allowed by the bankruptcy court as an allowable claim (i.e., if the principal obligation is allowed, but the collection fee is not, ALLIANCEONE will deduct its fee from the allowed principal claim on a pro-rata basis). After a bankruptcy discharge order is entered, CLIENT shall re-assess a Collection Fee to affected Account(s) that are not discharged, so as to allow ALLIANCEONE to resume collection efforts.
14. Assignments. Neither party to this Agreement shall assign this Agreement, nor any interest, right or responsibility arising herein, without the written consent of the other party.
15. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to constitute a waiver of any subsequent breach. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

voice (the "Restricted Calls"), unless the owner of such wireless device has given prior express consent. If CLIENT desires that ALLIANCEONE place Restricted Calls, CLIENT will designate any Restricted Calls numbers it provides to ALLIANCEONE as eligible to be dialed automatically or with a pre-recorded or artificial voice (a "Consent Flag"). For any number designated with a Consent Flag, CLIENT warrants that it has obtained the prior express consent, as that term is interpreted under the Telephone Consumer Protection Act, of the owner of such number to receive Restricted Calls, and that CLIENT will supply proof of such prior express consent to ALLIANCEONE upon request.

24. Limitation on Damages. Except for the claims of third parties, neither party shall be entitled to any indirect, special, consequential, exemplary or punitive damages against the other, including but not limited to damages described as lost profits or sales, or loss of reputation. In all cases except those involving the claims of third parties, or failure to remit amounts collected and/or due for services, and to the extent any claim does not assert the claim of a third party or failure to remit amounts collected and/or due for services, neither party's aggregate damages for claims asserted in any calendar year shall exceed the amount of ALLIANCEONE's revenues under this Agreement for the six months preceding a party's first assertion of a claim in said calendar year.

25. Intellectual Property.

(a) Intellectual Property Rights include without limitation all patents, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered), data base rights, moral rights, skill and/or know-how and other similar rights, whether existing now and/or in the future, wherever existing, together with the right to apply for protection and/or extensions of the same and any and all goodwill relating thereto.

(b) All Intellectual Property Rights belonging to either ALLIANCEONE or CLIENT, respectively, at the commencement date of the Agreement, shall remain at all times ALLIANCEONE's or CLIENT's property, respectively, and any Intellectual Property developed by either Party during this Agreement shall remain the developing Party's property. Neither Party will acquire any right, title and/or interest in the other Party's Intellectual Property as a result of this Agreement except the rights to use the other Party's Intellectual Property for the purpose of carrying out their respective obligations under this Agreement.

(c) During the term of this Agreement (including any ramp-down or termination-of service-period), each Party hereby grants the other Party a non-exclusive, non-transferable, royalty-free license to its Intellectual Property for the sole purpose of, and to the extent necessary for, performing their respective obligations under this Agreement. Neither Party shall make any other use of the other Party's Intellectual Property.

(d) Neither Party, in the performance of this Agreement, will infringe the Intellectual Property Rights of any person.

26. Confidentiality.

(a) During the term of this Agreement and for a period of two years thereafter, and to the extent permitted by law, each Party shall keep confidential all information either party designates as "Confidential Information," which excludes:

- (i) Information in the public domain through no fault of receiving party;
- (ii) Information obtained from a third party not bound by confidentiality terms;
- (iii) Information in receiving party's lawful possession prior to disclosing party's disclosure;
- (iv) Information independently developed by receiving party; and

- (v) Information required to be disclosed by law, subpoena or governmental request. In cases where the law is unclear on the duty to disclose, the CLIENT may disclose any designated “confidential information” it in good faith deems is potentially subject to disclosure (provided that the receiving party will give the disclosing party prompt notice so as to allow the disclosing party to seek a protective order or other appropriate remedy, and will reasonably cooperate with the disclosing party’s efforts to obtain such protective order or other remedy at the disclosing party’s expense).
27. Retention of Records. To the extent that CLIENT desires or requires the return or destruction of Account records, ALLIANCEONE may retain a copy of such records as reasonably necessary to comply with applicable laws, including reporting or auditing requirements, and to respond to or defend against inquiries, claims or demands of Account debtors or others.
 28. Non-Solicitation. Each party agrees that it will not, without the written permission of the other, solicit for hire nor hire any of the other party’s employees for the duration of the Agreement, including any extensions or renewals thereof, and for 2-years thereafter, except for positions advertised to the general public. Notwithstanding anything in this Agreement to the contrary, a party violating this provision shall be liable to the other for the greater of (a) actual damages, including the cost of replacing and training a new employee, or (b) the highest amount of monthly wages, commissions and other remuneration (excluding reimbursed expenses) paid to the employee in the preceding six months, times twelve.
 29. Mutual Representations. The parties represent and warrant as follows:
 - (a) Each party has the power and authority to execute and perform the obligations described in this Agreement;
 - (c) Each party has obtained all requisite authorizations, approvals, consents or permits required to perform obligations;
 - (d) There exists no litigation or governmental action materially affecting the party’s ability to execute the Agreement and perform its obligations;
 - (e) Each party is, and will remain, in material compliance with all applicable federal, state and local laws, acts, ordinances, rules or regulations, and administrative, executive, and judicial rulings and orders in its performance of this Agreement; and
 - (f) Entering into this Agreement will not cause either party to be in material breach of any other of its contracts or obligations.
 30. Administrative Orders of Court. COURT and ALLIANCEONE shall cooperate, to the extent consistent with requirements of judicial impartiality, to effect any Administrative Orders or other Court Orders necessary or prudent to implement this Agreement, including any order necessary to assess court costs upon assignment of Accounts to collection, to re-assign Accounts to collection after a bankruptcy proceeding concludes, and to re-assess any court costs discharged in bankruptcy.
 31. Choice of Law, Jurisdiction and Venue. This Agreement shall be construed according to the laws of the State of Washington. The parties agree to jurisdiction in the state of Washington for any action to resolve disputes arising out of this Agreement. Any judicial action to resolve disputes arising out of this Agreement shall be brought in Pierce County Superior Court.
 32. Security Risk Assessment. CLIENT agrees that, within ninety (90) days of the Effective Date of this Agreement and once per calendar year thereafter, ALLIANCEONE may but is not required to conduct, without any charge or cost to CLIENT, an assessment of the processes, systems and tools provided by CLIENT related to ALLIANCEONE’s provision of

the Services (together the "Processes and Systems") to analyze the adequacy of the security of, and to detect potential security vulnerabilities in, ALLIANCEONE following or using the Processes and Systems (a "Security Risk Assessment" or "SRA"), provided that the conduct of an SRA does not disrupt the business or operations of CLIENT.. Promptly upon ALLIANCEONE's completion of the SRA, ALLIANCEONE shall notify CLIENT of the results (the "Security Risk Assessment Notification"). The Security Risk Assessment Notification shall identify risks and/or security vulnerabilities which could enable an ALLIANCEONE employee, agent, or any other person, to inappropriately access or use CLIENT's systems, programs, tools, etc. ("Identified Vulnerabilities").

(a) If the Security Risk Assessment Notification discloses Identified Vulnerabilities, ALLIANCEONE will provide security recommendations (the "Security Recommendations") for correcting the Identified Vulnerabilities and a time frame for implementation, which time frame can vary depending on the type and seriousness of the vulnerability.

(b) CLIENT shall reply to the Security Risk Assessment Notification within fifteen (15) days either to confirm that it will implement the Security Recommendations, or to inform ALLIANCEONE that it will not implement them. If CLIENT agrees to implement the Security Recommendations, it shall do so within the timeframe specified in the Security Risk Assessment Notification.

(c) If CLIENT (i) declines to implement the Security Recommendations, (ii) does not implement them within the timeframe specified in the Security Risk Assessment Notification, or (iii) does not reply to the Security Risk Assessment Notification, then ALLIANCEONE shall not be liable for claims or damages resulting from a security breach, to the extent such security breach is linked to the failure by CLIENT to implement the Security Recommendations and only if such Security Recommendations are consistent with applicable law.

33. Entire Agreement. This Agreement constitutes the entire understanding between ALLIANCEONE and CLIENT regarding collection services provided to CLIENT by ALLIANCEONE, and may not be modified except by written agreement signed by both parties. This agreement supersedes any prior Agreement, unless incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last written below.

AllianceOne Receivables Management, Inc.

CLIENT

BY: _____

BY: _____

NAME: Harry Neerenberg

NAME: _____

TITLE: Chief Financial Officer

TITLE: _____

ADDRESS:
4850 East Street Road
Suite 300
Trevose, PA 19053

ADDRESS:

DATE: _____

DATE: _____



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Memorandum of Agreement Between the City and Pierce County for Cooperative Planning - Foothills Trail Buckley Trailhead	Agenda Date: March 27, 2018		AB18-027
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Julie Bevaart		
	Planning Dept – Kathy Thompson		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
Attachments: Agreement			
<p>SUMMARY STATEMENT: Pierce County Parks & Recreation recently contacted the City to ask if the City would be willing to join with them in applying to the Recreation and Conservation Office (RCO) for grant funding to support planning, design and permitting work for trailheads and other associated trail connections and amenities along the Foothills Trail.</p> <p>This request comes at an opportune time since we are currently designing our own trailhead and parking lot at the corner of Jefferson Street and SR410. The MOA being presented for consideration establishes a relationship between the City and Pierce County and makes the City a party to a joint application to RCO with the hope of obtaining grant funding for this project.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: MOTION to Approve the Memorandum of Agreement Between the City and Pierce County for Cooperative Planning for the Foothills Trail Buckley Trailhead.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

**MEMORANDUM OF AGREEMENT FOR COOPERATIVE PLANNING,
DESIGN AND CONSTRUCTION OF THE FOOTHILLS NATIONAL RECREATION
TRAIL**

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as this "Agreement") is made and entered into this ____ day of, 2018, by and between the City of Buckley, (hereinafter also referred to as "Buckley") and Pierce County (hereinafter also referred to as "County"); collectively referred to in this Agreement as the "Parties" and singularly referred to as a "Party."

BACKGROUND

- A. The County and the City of Buckley own certain real property along the Foothills National Recreation Trail (Foothills Trail).
- B. In the fall of 2017, the County constructed the last remaining undeveloped portion of the 19-mile long Foothills Trail from Puyallup to Buckley. The Parties anticipate that completion of the trail will increase the number of people using the trail and place additional pressure on the existing trailheads serving the trail.
- C. The Parties have mutually determined that the public interest would be best served by the Parties to continue to work collaboratively on the Foothills Trail, including trailheads and other support facilities for the Foothills Trail.
- D. The Parties represent that under state law, including but not limited to RCW 35.75, RCW 36.34.340, RCW 36.89.030, and RCW 67.20.010, they each have authority to perform the services, activities, and undertakings contemplated herein.

NOW, THEREFORE, the Parties agree as follows:

TERMS AND CONDITIONS

- 1. INCORPORATION OF RECITALS. Each of the recitals set forth above is incorporated into this Agreement as though fully set forth herein.
- 2. PURPOSE. The Purpose of this Agreement is to establish a framework for the Parties to cooperate and participate in the planning, design and permitting work for trailheads and other associated trail connections and amenities as necessary, and to collaboratively seek grants and other funding sources for the Foothills Trail.
- 3. PARTIES' ROLES. The Parties' roles are as follows:
 - 3.1 Pierce County. The County will act as the lead agency for a grant application to the Recreation and Conservation Office (RCO). The County will act as the lead agency for the project management necessary for planning, design and permitting necessary for improvements to existing trailheads at East Puyallup and South Prairie. The County will participate in funding for the trailheads and will provide right-of-access to lands it owns along the Foothills Trail set forth more fully

below. As the lead agency on a grant application, the County will be advised and informed by the Designated Representatives identified in Section 5.

3.2 Buckley. Buckley will cooperate and participate in the preparation of a grant application to RCO and will participate in the funding of the trailheads. Buckley will act as lead agency in the planning, design and permitting necessary for construction of a new trailhead in Buckley. Buckley will provide right-of-access to lands it owns in along the Foothills Trail as set forth more fully below

3.3 This Agreement covers the preparation of a grant application to RCO, and the planning, design and permitting work on this project leading to construction of improvements to trailheads and construction of a new trailhead supporting the Foothills Trail. This Agreement is not intended to address all of the construction, operation and maintenance phases of the trailheads project. If grants and other funding resources become available and are awarded for construction of the trailheads, the Parties fully contemplate that further amendments to this Agreement will be necessary to further define roles and responsibilities regarding the construction, operation and maintenance of the trailheads and their components.

4. TERM. The term of this Agreement shall be five (5) years, commencing on the 1st day of _____ 2018, and terminating on the 31st day of December 2022, unless sooner terminated as provided in Section 9 or extended by amendment as provided in section 14.

5. DESIGNATED REPRESENTATIVES

City of Buckley:	Pierce County:
Dave Schmidt, City Administrator	Roxanne Miles, Director
City of Buckley	Pierce County Parks and Recreation Services
933 Main Street	9112 Lakewood Drive S.W.
Buckley, WA 98321	Lakewood, WA 98499-3998
Phone: 360.761.7802	Phone: 253-798-4007

6. RELATIONSHIPS AMONG THE PARTIES.

6.1 Finance of Trailhead Development. The Parties anticipate that they will each voluntarily contribute capital improvement program ("CIP") or other funds toward the development of the trailheads project, in amounts to be determined later. Nothing in this Agreement obligates any Party to fund any aspect of the project contemplated herein. However, once a Party voluntarily commits to contribute particular funds towards the trailhead project, then such Party will be obligated to contribute such funds unless and until the Parties mutually negotiate another outcome. Parties that commit to contribute funds toward trailhead development are termed "Funding Parties" for purposes of this Agreement.

6.2 Manner of Collecting, Holding, and Accounting for Money. A lead agency will be designated by mutual agreement of the Parties for each funded project for the construction of the trailheads. The lead agency will provide budget and accounting documentation to Funding Parties. The lead agency's budget and accounting documentation will be consistent with generally accepted accounting principles as well as any additional guidance provided by the Parties through the Designated Representatives. During the project, the lead agency will invoice the Funding Parties in advance of actual expenditures, on a quarterly basis or such other basis as the Parties may decide. The invoice will show the sum total of funds requested for the coming quarter or other period, each Funding Party's share of that total, and will identify the proposed expenditures by cost category, activity code or such other criteria as the Parties may agree upon. The Funding Parties will provide funds to the lead agency within thirty (30) calendar days of invoice receipt. The lead agency will deposit the funds in a CIP account, from which they may expend funds on the trailhead project.

The lead agency will also prepare and distribute to all Parties, on a quarterly basis or such other basis as the Parties may decide, a receipt or accounting statement showing the actual expenditures from the immediate preceding quarter and the current account balance, if any. Furthermore, the lead agency will cooperate with individual Parties to meet any other specific accounting or bookkeeping requirements they may have.

6.3 Parties' Options Not Limited. Nothing in this Agreement shall limit the Parties' legal rights or remedies, or their broader freedom to creatively resolve the contingencies addressed in this section or other contingencies not contemplated in this Agreement; PROVIDED, that the Parties shall attempt to work cooperatively in good faith through the Designated Representatives as set forth above; and provided further, that in the event of a dispute they shall first utilize the dispute resolution process set forth in Section 9 below.

7. RIGHT OF ENTRY

7.1 County-Granted Right of Entry: The Parties agree to cooperate in providing right of entry to any Pierce County or City of Buckley owned property for the purpose of planning, design, permitting, and construction work for the trailhead in Buckley.

8. HOLD HARMLESS AND INDEMNITY AGREEMENT

Each party (the Indemnitor) agrees to defend, indemnify and save harmless each other (the Indemnitees), their board or council members, officers, agents and employees, from and against all loss or expense including, but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims for damages, penalties or other

relief based upon the Indemnitor's alleged negligence, or wrongful conduct, except for the injuries, penalties and damages caused by the sole negligence or wrongful conduct of the Indemnitor. Such claims for damages or other relief include, but are not limited to, those for personal or bodily injury including death from such injury, property damage, torts, defamation, penalties imposed by any agency of the state or federal government for failure to comply with applicable law in the performance of this Agreement. If the claim, suit or action involves concurrent negligence of the Parties, the indemnity provisions provided herein shall be applicable only to the extent of the percentage of each party's negligence. It is further and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. **TERMINATION.** This Agreement is subject to termination based upon the following:

9.1 Necessity. In the event that any of the parties determines that termination of this Agreement is necessary due to lack of funding or any other reason that justifies termination, one of the parties shall give the other Parties thirty (30) days' written notice of termination of this Agreement. Upon termination of the Agreement, all Parties shall be released from any future funding or other obligations related to this Agreement.

9.2 Default. By reason of a breach of this Agreement by a Party, the other Parties may terminate this Agreement; provided that written notice specifying the breach, and thirty (30) days to cure the breach is given, and thereafter, in the absence of a substantial cure, the dispute resolution procedures set forth in Section 11 below are followed. The notice and dispute resolution requirements do not apply where protection of the public's health, welfare, or safety requires immediate termination.

9.3 Lack of Appropriation. Any Party's obligation under this Agreement that may extend beyond the current appropriation year is expressly conditioned upon that Party's legislative appropriation of sufficient funds to support the activities described in this Agreement. If the Party's legislative body does not appropriate sufficient funds for those purposes, then that Party's participation under this Agreement shall terminate automatically at the end of the current appropriation year.

9.4 Public Convenience. Any Party may withdraw from the Agreement for public convenience upon thirty (30) calendar days' written notice, provided that to the extent each Party has obligated itself to provide funding for the trailhead project, that funding obligation shall survive the termination of the Agreement and funding shall continue to be provided by the Party until the end of the Party's current appropriation year, after which the Party shall have no further funding obligation to the trailhead project.

- 9.5 Account Close-Out If Project Abandoned. If, for any reason, the trailhead project is abandoned or otherwise terminated before the trailhead design, permitting, or construction is completed, then the lead agency for each project will settle up all remaining obligations, close out the project account, liquidate or return personal property consistent with applicable surplus requirements, provide a final account summary to the other Funding Parties, and return any unspent funds on a prorated basis that reflects each Funding Party's relative contribution to the project.
10. **NO SEPARATE ENTITY CREATED.** This Agreement does not create any separate legal or administrative entity. This Agreement shall be administered by the City Administrator for the City of Buckley and the Director of Parks and Recreation Services for Pierce County. There shall be no joint financing or jointly acquired or held assets and the Agreement will terminate as described herein.
11. **DISPUTE RESOLUTION.** Unless otherwise specified, disputes regarding any matter contained herein shall be referred to the City Administrator or their designees for the City of Buckley and to the Pierce County Executive or designee for Pierce County for mediation and/or settlement. Any controversy or claim arising out of, or relative to this Agreement or the alleged breach thereof that cannot be resolved by the Buckley City Administrator and the Pierce County Executive or their designees may be submitted to a mediator to resolve disputes should the Parties agree to utilize the services of a mediator. The cost of mediating a dispute shall be borne equally by all the Parties.
12. **NOTICE.** Any written notice, which is required or permitted regarding this Agreement, shall be given by U.S. first-class mail or by personal delivery to the designated representative of the Party which is the intended recipient of the notice at its address as set forth in Section 5 – Designated Representatives.
13. **ENTIRE AGREEMENT.** This Agreement contains the Parties' entire understanding with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.
14. **AMENDMENTS IN WRITING.** Any amendment or modification of this Agreement must be in writing and executed by the Parties agreeing thereto.
15. **NO CONTINUING WAIVER OF DEFAULT.** The waiver of any default under any provision of this Agreement must be in writing to be valid and shall not constitute a waiver of any other default, whether of the same or of any other provision.
16. **LEGISLATIVE APPROVAL.** The Parties hereby affirm their intent to use their best efforts to seek timely approval of the Agreement by their respective legislative bodies.
17. **APPLICABLE LAW.** This Agreement shall be construed under the laws of the State of Washington.

18. **VENUE.** Venue for any lawsuit arising out of this Agreement or for any action to enforce any term of this Agreement shall be Pierce County, Washington.
19. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original.
20. **ASSIGNABILITY; TERMS AND CONDITIONS BINDING ON SUCCESSORS AND ASSIGNS.** Any or all of the rights and obligations of a Party to this Agreement may be assigned and delegated to other persons, firms, or corporations only with the express written consent of the other Parties. This Agreement shall be binding on such approved assignees and delegates.
21. **NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement shall create or be construed to create any rights, duties, obligations, or cause of action in any person not a party to it.
22. **NO RESTRICTION ON POLICE POWERS.** Nothing in this Agreement shall diminish any of the Parties' governmental or police powers.
23. **SEVERABILITY.** If any provision of this Agreement is deemed unlawful or unenforceable, such provision shall be fully severable, and the remainder of this Agreement shall be in full force and effect with the automatic addition of a provision as similar in its terms to such illegal or unenforceable provision as may be possible to make such provision legal and enforceable.

EXECUTED THIS _____ DAY OF _____, 2018.

City of Buckley

Pierce County

By: _____

By: _____

TITLE: _____

TITLE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Buckley City Attorney

Deputy Prosecuting Attorney

D. CONSENT AGENDA

**City Council
February 27, 2018**

Mayor Johnson called the regularly scheduled meeting to order at 7:02 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, Public Works Utility Superintendent Banks, Police Chief Arsanto, Assistant Chief Northam, City Planner Thompson, Associate Planner Wallgren, Assistant Fire Chief Skogen and Activities Coordinator Lopez.

Mayor Johnson asked if there were any other additions, deletions, or changes to the agenda. City Administrator Schmidt stated the Winks would like to speak under citizen participation.

Council member Smith moved to approve the agenda with the change presented. Council member S. Burkett seconded the motion. Motion carried.

CITIZEN PARTICIPATION

Dennis Wink – 9506 Mundy Loss Rd. Buckley, WA 98321

Dennis Wink presented some information and a little background on the Haunted Freight Factory, as well as gave a donation check to the City.

STAFF REPORTS

Mayor Johnson stated that Joshua Reedy just completed his apprenticeship program and is now at the Journeyman level. Also, Chris Banks and Rick Rice were presented with years of service plaques, as well as Marvin Sundstrom for his years of service on the City Council.

City Planner Thompson stated that the Planning Commission is starting on the Shoreline Master Plan.

City Administrator Schmidt stated that all Council members should have received an email regarding the Copperwynd community and the marijuana grow operation. The planning department is currently putting together an informational memo and background on the grow operation to give to the community. If any individuals are still concerned or have questions regarding the grow operation, the Mayor and myself will be available to meet.

MAIN AGENDA

**Public Hearing: Water System Plan and Associated Water Use Efficiency Goals:
Mayor Johnson recessed the City Council meeting at 7:012 PM and entered the Public Hearing.**

Marvin Sundstrom – 881 Sheets Rd. Buckley, WA 98321

Marvin Sundstrom stated that he wanted to point out a couple things that he believes are missing from the plan. First, he doesn't see any mention of undrinkable water during the South Prairie Creek shutdown, or any thoughts towards making sure that doesn't happen again. When the City found those wells they were stressed, they were unable to produce expectable water in any amount of the stated capacity. Second, no mention of coordination of events when there are open holes in the City's landscape, most of the comp plans read indicate many opportunities to control repairs to the City infrastructure without opening the City streets several times. Lastly, legal copies of all the City's water rights, when those rights were obtained and the conditions for their granting's, which I don't see in these plans. Water rights are a sensitive issue; unless they are done legally.

Mayor Johnson closed the Public Hearing and reconvened the City Council meeting at 7:15 PM.

WSDOT Right-of-Way Purchase Agreement:

Council member Tremblay moved to Accept the Administrative Offer from WSDOT and Approve the Sale of 156 Sq. Ft. of Public Property for the SR410 Signalization Project. Council member B. Burkett seconded the motion. Motion carried.

TIB Consultant Agreement – Mundy Loss Road Pavement Preservation:

Council member S. Burkett moved to Approve the TIB Consultant Agreement for G&O Design of the Mundy Loss Road Overlay Project. Council member Leggett seconded the motion. Motion carried.

Final Acceptance: 2017 Sidewalk Replacement:

Council member B. Burkett moved to Approve Final Acceptance of the 2017 Sidewalk Replacement Project. Council member S. Burkett seconded the motion. Motion carried.

Contract Award: Roof Repair – Old Fire Station Building:

Council member Tremblay moved to Award Bid of the Fire Station Reroof Project to Donerite Roofing for the bid price of \$87,696. Council member Leggett seconded the motion. Motion carried.

TIB Consultant Supplemental Agreement No. 2: River Ave. Construction Management:

Council member Tremblay moved to Approve the Consultant Agreement Supplement #2 for Construction Management of the River Ave. Reconstruction Project for a Total Cost of \$222,540. Council member Smith seconded the motion. Motion carried.

Plat Approval – Burbank Short Plat:

Council member Tremblay moved to approve the Final Short Plat as presented. Council member Bender seconded the motion. Motion carried.

CONSENT AGENDA

Council member S. Burkett moved to approve the Consent Agenda. Council member Leggett seconded the motion. Motion carried.

Approve Minutes of February 13, 2018 City Council Meeting
Claims

COMMITTEE REPORTS

Mayor’s Report:

Mayor Johnson stated council member B. Burkett and Smith indicated interest to be on the joint committee with Enumclaw, “The Buckley Crawl” and appointed both council members to the committee.

Administration, Finance & Public Safety:

Council member Tremblay stated they met this morning. All departments have a lot going on and budget amendments will be coming forward to the council at a later date. May 12th will be our City wide shred event that was so successful last year. Next meeting will be March 13th.

Transportation & Utilities:

Council member B. Burkett stated that they discussed the letter that all council members received in their boxes. Also, we discussed the phase 4 of Perkins Prairie, Spiketon Ditch project and the Public Works department will be purchasing a new brush cutter in the near future. Next meeting will be March 20th.

Community Services:

Council member S. Burkett stated they discussed the storage/records closet, as well as the new title for Julie Bevaart and the increase of her hours. This will be coming to the full council on March 13th. Next meeting will be March 15th.

Council Member Comments & Good of the Order:

Council member Smith stated that he would like to have Police Chief Arsanto at the next council study session so that he can ask more questions and get a more detailed report on the turn around and five year plan for the Police department.

Council member S. Burkett moved to adjourn. Council member Leggett seconded the motion. Motion carried.

With nothing further the meeting was adjourned at 7:51 PM.

Mayor

City Administrator

**CITY COUNCIL
STUDY SESSION**

March 6, 2018

ATTENDEES: Councilmembers Bender, Wilbanks, Smith, Tremblay, S. Burkett, Leggett, B. Burkett, City Administrator Schmidt and Mayor Johnson.

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

Mayor Pro Tem Tremblay opened the meeting with allowing the White River FFA students to present their Traditional vs. Innovative Agriculture presentation.

Mayor Pro Tem started the discussion of Youth Empowerment with a few ideas he had as well as letting the FFA kids give input on what they would like to see with this youth program. The Council discussed some ideas; Community Services Committee will discuss further and bring the topic back to the Council at a later time.

Lastly, the Council had a lengthy discussion on the Marijuana grow operation and the complaints from residents of the Copperwynd community.

Mayor Pro Tem Tremblay adjourned the study session at 8:35 PM.

City Administrator Dave Schmidt

Mayor Pat Johnson

**City Council
March 13, 2018**

Mayor Pro Tem Tremblay called the regularly scheduled meeting to order at 7:00 PM.

Upon roll call the following members were present: Bender, Smith, Leggett, Wilbanks, Tremblay and S. Burkett. Also in attendance were City Administrator Schmidt, Police Chief Arsanto, Assistant Chief Northam, Activities Coordinator Lopez, Community Services Director Bevaart and Court Administrator Cash.

CITIZEN PARTICIPATION

Sheila Smith – 21618 106th St. E Buckley, WA 98321

Sheila Smith from the Buckley Clothing Bank addressed the council concerning the location of the Clothing Bank. With the School District remodeling, they are currently losing the location of the Clothing Bank and would like any location suggestions sent their way.

STAFF REPORTS

Community Services Director Bevaart stated the Youth Center received a wonderful grant that was bigger than in the past. The Senior Center started a new program today connecting the seniors with middle school students and so far the youth loved it and the seniors were having a blast.

MAIN AGENDA

Agreement with WSDOT for Traffic Control Services (SR410 Signalization Project):

Council member Smith moved to Approve the Agreement between the City and WSDOT for Traffic Control Services (SR410 Signalization Project). Council member S. Burkett seconded the motion. Motion carried.

Contract Renewal – Public Defense:

Council member Leggett moved to Approve the Contract Renewal for Public Defense Services. Council member S. Burkett seconded the motion. Motion carried.

Youth & Senior Programs Organizational Restructuring:

Council member S. Burkett moved to Approve the Proposed Positions and Organizational Restructuring of the Youth & Senior Services within the Community Services Department. Council member Leggett seconded the motion. Motion carried.

CONSENT AGENDA

Council member Leggett moved to approve the Consent Agenda. Council member S. Burkett seconded the motion. Motion carried.

Claim check numbers 58054 through 58082, in the amount of \$ 73,447.93, for the period of February 14, 2018 through February 27, 2018; Claim check numbers 58083 through 58177, in the amount of \$ 269,234.95 for the period of February 28, 2018 through March 13, 2018; Treasurer check numbers 12036 through 12042 in the amount of \$ 6,084.36 and ACH/EFT payments in the amount of \$ 11,015.84 for the month of February 2018; and Payroll check numbers 37087 through 37129, in the amount of \$ 72,488.20 and ACH/EFT payroll in the amount of \$ 294,216.41 for the month of February 2018 are hereby approved and ordered paid this 13th day of March 2018.

COMMITTEE REPORTS

Mayor's Report:

Mayor Pro Tem Tremblay stated that Mayor Johnson is in Washington DC this week with AWC.

Administration, Finance & Public Safety:

Council member Tremblay stated that the committee met this morning, we have a little issue with one emergency vehicle but overall it was a short meeting. Next meeting will be March 27th.

Transportation & Utilities:

City Administrator Schmidt stated they will be meeting March 20th.

Community Services:

Council member S. Burkett stated they will be meeting March 15th.

Council Member Comments & Good of the Order:

Council member Tremblay stated that the Mayor of Fife contacted him for a copy of our proposal for the "YES" Youth Empowerment Support Fund. City of Fife is looking to do a similar grant for their youth.

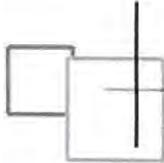
Council member Smith moved to adjourn. Council member Bender seconded the motion. Motion carried.

With nothing further the meeting was adjourned at 7:28 PM.

Mayor

City Administrator

Register



Fiscal: 2018
 Deposit Period: 2018 - March
 Check Period: 2018 - March - 2nd Council Meeting

Number	Name	Print Date	Clearing Date	Amount
USBank	153595421907			
Check				
<u>58178</u>	Costco Membership	3/20/2018		\$33.32
<u>58179</u>	Able Air	3/27/2018		\$613.95
<u>58180</u>	Assoc Washington Cities	3/27/2018		\$1,620.42
<u>58181</u>	CenturyLink	3/27/2018		\$1,034.38
<u>58182</u>	Comcast	3/27/2018		\$48.04
<u>58183</u>	EMScconnect	3/27/2018		\$59.84
<u>58184</u>	Enumclaw Stationers Inc	3/27/2018		\$42.44
<u>58185</u>	FCI Custom Police Vehicles	3/27/2018		\$1,257.80
<u>58186</u>	Flags A Flying	3/27/2018		\$58.24
<u>58187</u>	Foothills Auto Supply	3/27/2018		\$584.02
<u>58188</u>	Intercom Language Svcs	3/27/2018		\$147.44
<u>58189</u>	James Oil CO Inc	3/27/2018		\$1,207.17
<u>58190</u>	Lake Tapps Construction	3/27/2018		\$38,073.00
<u>58191</u>	Pierce County Budget Finance	3/27/2018		\$30.00
<u>58192</u>	Pitney Bowes Inc	3/27/2018		\$216.88
<u>58193</u>	Tarragon	3/27/2018		\$551.40
<u>58194</u>	W S P Accts Receivable	3/27/2018		\$504.00
<u>58195</u>	Windmill Gardens	3/27/2018		\$245.96
	Total	Check		\$46,328.30
	Total	153595421907		\$46,328.30
	Grand Total			\$46,328.30

E. COMMITTEE REPORTS