



**BUCKLEY CITY COUNCIL MEETING AGENDA**  
**April 10, 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 #06-18  
Next Resolution #18-03  
Next Agenda Bill #AB18-028

**A. Citizen Participation**

Chuck Anselmo: Utility Rates, and Traffic on Park Ave – “Speed Control”

*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. **Proclamation: WRHS Wrestling Team** Pg. 8
2. ORD No. \_\_\_ - 18: Amending BMC 10.68 to add RCW Reference Pg.10
3. RES No. 18-\_\_\_: SMP – Public Participation Plan Pg.14
4. Lease Agreement - Flying K (Carel) for DSHS Ag Facility (2018-2020) Pg.22
5. Boundary Line Adjustment – 157 Cedar Street Pg.34
6. Agreement - City & PC for Roadway Construction Services – Mundy Loss Rd Pg.43
7. MOU – Use of the Pierce County Emergency Notification System (PCWARN) Pg.49

**D. Consent Agenda** Pg.62

8. A. Approve Minutes of March 27, 2018 City Council Meeting  
Approve Minutes of April 3, 2018 City Council Study Session
- B. Claims
- C. Transfer Voucher
- D. Payroll

**E. Committee Reports**

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

*Council may add and take action on other items not listed on this agenda*



**CITY OF BUCKLEY ♦ PO BOX 1960 ♦ BUCKLEY, WA 98321**  
360-829-1921 ♦ Fax 360-829-2659 ♦ <http://www.cityofbuckley.com>

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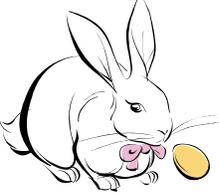
## **CITY OF BUCKLEY MEETING LIST**

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 16	7:00 PM	Planning Commission
Apr 17	7:00 PM	Transportation & Utilities (City Hall)
Apr 19	1:00 PM	Community Services (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 April 3, 2018*

# April 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 	2	3	4	5	6	7
8	9 10:30 AM Buckley Hall Board	10 9:30 AM Admin, Finance & PS  7 City Council	11	12	13	14
15	16 7 Planning Commis- sion	17 7 Transportation & Utilities	18	19 1 Community Services	20	21
22	23	24 9:30 AM Admin, Finance & PS  7 City Council	25	26	27	28
29	30					

## A. CITIZEN PARTICIPATION



RECEIVED

MAR 21 2018

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

**Citizen Participation Form**

City Council Meeting Date: April 10, 2018

Name: CHARLES A ANSELMO Organization: \_\_\_\_\_

Phone: 206-276-5016 Email: CAFLYFLSH@YMAIL.COM

Address: 635 PARK AVE City: BUCKLEY

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

UTILITY RATES

TRAFFIC ON PARK AVE - "SPEED CONTROL"

**PLEASE NOTE:**

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

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

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

Last Update: September 9, 2014

## B. STAFF REPORTS

## C. MAIN AGENDA



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Proclamation - WRHS Wrestling Team</b>	<b>Agenda Date:</b> April 10, 2018		<b>AB18-028</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr	X	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			
<b>Attachments:</b> Proclamation			
SUMMARY STATEMENT: Proclamation recognizing the achievement of the WRHS Wrestling Team.			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: <b>None</b>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

**PROCLAMATION OF THE  
CITY OF BUCKLEY, WASHINGTON**

In recognition and appreciation of the White River High School 2018 Boys Wrestling Team winning the Class 2A State Wrestling Title; and

**WHEREAS**, The City of Buckley wishes to recognize and congratulate all of the outstanding athletes and coaches that made this win possible;

**ATHLETES**

**COACHING STAFF**

Nate Belcourt

Tim Kitchen

Gabe Hawthorne

Joe Klein

Jared Rodarte

Jess Workman

Weston Lyver

Ruben Navejas

Nate Moore

Anthony Haukenberry

Klein Carter

Jeremy Sabin

Johnathan McBride

Max Wheeler

Jack Ervien

Mason Sabin

Ryan Redford

Eric Campbell

Clay Cashman

Gavin Chabot

**NOW, THEREFORE**, be it resolved that the City of Buckley recognizes and congratulates the 2018 White River High School Boys Wrestling Team on winning the State 2A Wrestling Title. Great job! You've all made our City very proud!

**PROCLAIMED this 10<sup>th</sup> day of April, 2018**

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Pat Johnson, Mayor



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>ORD No. __-18 Amending BMC 10.68 Adding RCWs By Reference - Controlled Substances</b>	<b>Agenda Date: April 10, 2018</b>		<b>AB18-029</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		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	X	X
	Municipal Court – Jessica Cash		X
	PW/Utilities – Chris Banks		
<b>Attachments:</b> Ordinance			
<p>SUMMARY STATEMENT: Adding RCW statutes by reference to aid in being able to charge crimes associated with controlled substances in the Buckley Municipal Court.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS 4/10/18 (tentatively)			
RECOMMENDED ACTION: <b>MOTION to Approve ORD No. __-18 Amending BMC 10.68 Adding RCW's By Reference - Controlled Substances.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

**ORDINANCE NO. \_\_-18**

AN ORDINANCE OF THE CITY OF BUCKLEY, WASHINGTON, AMENDING CHAPTER 10.68.010 OF THE BUCKLEY MUNICIPAL CODE TO INCORPORATE REFERENCE TO RCW 69.50.4011 THROUGH RCW 69.50.4016 REGARDING CONTROLLED SUBSTANCES AND DRUG PARAPHERNALIA; AND ESTABLISHING AN EFFECTIVE DATE.

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**WHEREAS**, pursuant to RCW 35A.12.140 the City may by reference adopt Washington state statutes; and

**WHEREAS**, Title 10 of the Buckley Municipal Code “Peace, Safety & Morals” encompasses many such references to state law; and

**WHEREAS**, the Buckley Municipal Code does not currently reference state law, RCW 69.50.4011, RCW 69.50.4012, RCW 69.50.4013, RCW 69.50.4014, RCW 69.50.4015 and RCW 69.50.4016 concerning Controlled Substance crimes; and

**WHEREAS**, controlled substance laws in Washington State have changed or been altered, making it difficult to get a gross misdemeanor or misdemeanor drug charges into the Buckley Municipal Court; and

**WHEREAS**, referencing RCW 69.50.4011, RCW 69.50.4012, RCW 69.50.4013, RCW 69.50.4014, RCW 69.50.4015 and RCW 69.50.4016 in the Buckley Municipal Code would allow these types of crimes to be charged into the Buckley Municipal Court; and

**WHEREAS**, as authorized by RCW 35A.12.140 the City Council desires to amend BMC 10.68.010 to add RCW 69.50.4011, RCW 69.50.4012, RCW 69.50.4013, RCW 69.50.4014, RCW 69.50.4015 and RCW 69.50.4016 to the code section by reference as they now exist and as hereinafter amended;

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

**Section 1. Amended.** Section 10.68.010 of the Buckley Municipal Code is hereby amended as follows:

**10.68.010 Uniform Controlled Substances Act – Adopted by reference.**

The following provisions of the Revised Code of Washington relating to controlled substances and drug paraphernalia are adopted by reference, as they now exist or as they may hereafter be amended:

<b>Source of Adopted Law</b>	<b>Title</b>
RCW 69.50.101	Definitions
RCW 69.50.102	Drug paraphernalia – Definitions
RCW 69.50.204(c)(14)	Schedule I – Marijuana
RCW 69.50.401(e)	Prohibited acts: A – Penalties
<a href="#">RCW 69.50.4011</a>	<a href="#">Counterfeit substances – Penalties.</a>
<a href="#">RCW 69.50.4012</a>	<a href="#">Delivery of substance in lieu of controlled substance – Penalty.</a>
<a href="#">RCW 69.50.4013</a>	<a href="#">Possession of controlled substance – Penalty – Possession of useable marijuana or marijuana-infused products.</a>
<a href="#">RCW 69.50.4014</a>	<a href="#">Possession of forty grams or less of marijuana – Penalty.</a>
<a href="#">RCW 69.50.4015</a>	<a href="#">Involving a person under eighteen in unlawful controlled substance transaction – Penalty.</a>
<a href="#">RCW 69.50.4016</a>	<a href="#">Provisions not applicable to offenses under RCW 69.50.410.</a>
RCW 69.50.407	Conspiracy
RCW 69.50.408	Second or subsequent offenses
RCW 69.50.412	Prohibited acts: E – Penalties
RCW 69.50.4121	Drug paraphernalia – Selling or giving – Penalty
RCW 69.50.420	Violations – Juvenile driving privileges
RCW 69.50.425	Misdemeanor violations – Minimum imprisonment
RCW 69.50.505	Seizure and forfeiture
RCW 69.50.506	Burden of proof; liabilities
RCW 69.50.509	Search and seizure of controlled substances

The city clerk is directed to maintain copies of the adopted statutes on file for public inspection and copying.

**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. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the city, and shall take effect and be in full force five (5) days after publication.

APPROVED by the Buckley City Council this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
MAYOR, PAT JOHNSON

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, JOANNE STARR

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b> <b>2019 Shoreline Master Program Periodic Review Update - Public Participation Plan, and schedule of work</b>	<b>Agenda Date:</b> April 10, 2018		<b>AB18-030</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		
	City Administrator – Dave Schmidt		
	City Attorney – Phil Olbrechts		
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Julie Bevaart		
	Planning Dept- Leticia Wallgren	✓	
Planning Dept – Kathy Thompson		✓	
Police Dept – Chief Arsanto			
Municipal Court – Jessica Cash			
PW/Utilities – Chris Banks			
<b>Attachments:</b> Resolution, Public Participation Plan with tentative schedule, and Project Schedule (schedule of work).			
<b>SUMMARY STATEMENT:</b>  The City of Buckley is undertaking a periodic review of its Shoreline Master Program (SMP), as required by the Washington State Shoreline Management Act (SMA), RCW 90.58.080(4). The SMA requires each SMP be reviewed and revised, if needed, on an eight-year schedule established by the Legislature. The review ensures the SMP stays current with changes in laws and rules, remains consistent with other city plans and regulations, and is responsive to changed circumstances, new information and improved data.  A Public Participation Plan is required to describe how the city will encourage early and continuous public participation throughout the process of reviewing the SMP.			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>			
<b>RECOMMENDED ACTION: MOTION to Approve Resolution 18 - __ adopting the Public Participation Plan for the 2019 Shoreline Master Program Periodic Review updates.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

**RESOLUTION NO. 18 - \_\_\_\_**

**CITY OF BUCKLEY, WASHINGTON**

**A RESOLUTION OF THE COUNTY COUNCIL OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON ADOPTING THE PUBLIC PARTICIPATION PLAN AND WORK PROGRAM FOR CONDUCTING THE LEGISLATURE'S MANDATED 2019 SHORELINE MASTER PROGRAM PERIODIC REVIEW UPDATE.**

**WHEREAS**, RCW 90.58.080(4) of the State Shoreline Management Act (SMA) requires that the City of Buckley take legislative action to review its Shoreline Master Program by June 30, 2019, and

**WHEREAS**, to assist SMA planning jurisdictions the State Department of Ecology, which administers the SMA, provides compliance checklists for agencies to review against their local Shoreline Master Programs, and

**WHEREAS**, City of Buckley planning staff used the Ecology checklists to review the Buckley SMP for compliance with applicable provisions of the SMA, and

**WHEREAS**, City of Buckley planning staff have also conducted an initial review of the Buckley SMP for consistency with the current Comprehensive Plan and Development Regulations, and prepared initial considerations of changed circumstances, new information, and improved data relevant to the Buckley SMP, and

**WHEREAS**, local governments are required to establish a program that identifies procedures and schedules for the public to participate in the periodic Shoreline Master Program update process, and

**WHEREAS**, the Buckley Planning Commission reviewed the Public Participation Plan and Work Program on April 2, 2018, and recommended approval of such plan to the Buckley City Council; and

**WHEREAS**, the City Council reviewed the Draft 2019 Shoreline Master Program - Work Plan, Public Participation Plan, & Tentative Schedule at its meeting on April 10, 2018;

**NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1. Work Plan, Public Participation Plan, & Tentative Schedule Adoption.** The City Council hereby adopts the Draft 2019 Shoreline Master Program - Work Plan, Public Participation Plan, & Tentative Schedule as attached for the 2019 Shoreline Master Program Periodic review.

Introduced, passed and approved this 10<sup>th</sup> day of April, 2018.

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Pat Johnson, Mayor

ATTEST:

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Joanne Starr, City Clerk

**APPROVED AS TO FORM:**

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Phil Olbrechts, City Attorney

**Posted:**



## **City of Buckley Shoreline Master Program: 2019 Periodic Review Public Participation Plan**

### **Introduction**

The City of Buckley is undertaking a periodic review of its Shoreline Master Program (SMP), as required by the Washington State Shoreline Management Act (SMA), RCW 90.58.080(4). The SMA requires each SMP be reviewed and revised, if needed, on an eight-year schedule established by the Legislature. The review ensures the SMP stays current with changes in laws and rules, remains consistent with other city plans and regulations, and is responsive to changed circumstances, new information and improved data.

A Public Participation Plan is required to describe how the city will encourage early and continuous public participation throughout the process of reviewing the SMP.

This Public Participation Plan describes the steps the city will take to provide opportunities for public engagement and public comment, as well as city contact information and web addresses. This plan is in addition to any other minimum requirements for public participation required by the City of Buckley's Municipal Code Title 20. This plan is a working document and will be adjusted as needed to provide for the greatest and broadest public participation.

### **1.0 Public Participation Goals**

- Provide interested parties with timely information, an understanding of the process, and multiple opportunities to review and comment on proposed amendments to the SMP.
- Actively solicit information from citizens, property owners and stakeholders about their concerns, questions and priorities for the Periodic Review process.
- Encourage interested parties to informally review and comment on proposed changes to the SMP throughout the process and provide those comments to decision makers.
- Provide forums for formal public input at project milestones prior to decision-making by local officials.
- Consult and consider recommendations from neighboring jurisdictions, federal and state agencies, and Native American tribes.

### **2.0 Public Participation Opportunities**

The City of Buckley is committed to providing multiple opportunities for public participation throughout the process. The city will use a variety of communication tools to inform the public and encourage their participation, including the following:

## 2.1 Website

The City of Buckley’s website will include a Periodic Review webpage where interested parties can access status updates, draft documents, official notices, minutes and other project information. The webpage will be the primary repository of all information related to the Periodic Review process. The page will include who to contact for more information and an email link for questions and comments.

## 2.4 Notice mailing list

An email list of interested parties will be created, advertised and maintained by the city. The list will be used to notify interested parties regarding Periodic Review progress and participation opportunities. Interested parties will be added to the list by contacting the Planning Department.

## 2.5 Comment

Interested parties will be encouraged to provide comments to the city by letter or email. All comments will be forwarded to the Planning Commission. The Periodic Review webpage will be the central repository for information under consideration. Documents will be available for review at the City of Buckley Planning Department, and copies will be provided at the established copying cost.

## 2.6 Planning Commission (open house/workshop/public hearing)

The Planning Commission will be the primary forum for detailed review and recommendations to City Council. Interested parties are encouraged to attend and provide comments during the Planning Commission deliberations and/or city organized workshops and public hearings. Official notices will be published as established in BMC Title 20.

## 3.0 List of stakeholders

The City of Buckley will engage the following stakeholders:

Category	Audiences
General public and property owners	<ul style="list-style-type: none"><li>• Shoreline property owners</li><li>• Cascade Water Alliance</li><li>• Puget Sound Energy</li></ul>
City officials, boards and commissions	<ul style="list-style-type: none"><li>• City council e-mail list</li><li>• Planning commission e-mail list</li><li>• Historic committee</li><li>• King County Parks (Foothills Trail Phase II)</li></ul>
Environmental groups, NGOs	<ul style="list-style-type: none"><li>• Washington Trails Association</li><li>• Foothills Rails-to-trails Coalition</li></ul>
Tribes and governmental agencies	<ul style="list-style-type: none"><li>• Corps of Engineers</li><li>• Department of Ecology</li><li>• Department of Fish &amp; Wildlife</li><li>• Department of Natural Resources</li><li>• Dept. of Archeology and Historic Preservation</li><li>• Department of Commerce</li><li>• Muckleshoot Indian Tribe</li><li>• NW Indian Fisheries Commission</li><li>• Pierce County</li><li>• Puget Sound Partnership</li></ul>

	<ul style="list-style-type: none"> <li>• Puyallup Indian Tribe</li> <li>• Puyallup River Watershed Council</li> <li>• Washington State Department of Transportation</li> <li>• Washington State Parks and Recreation Commission</li> </ul>
Media	<ul style="list-style-type: none"> <li>• Enumclaw Courier Herald</li> </ul>

#### 4.0 Public Participation Timeline

The following is a general timeline including anticipated public participation opportunities. The city will coordinate with the Department of Ecology throughout the process. A detailed timeline will be posted on the Periodic Review webpage.

Task	Tentative Date
<b>Public Outreach Events and Planning Commission Meetings</b>	January 2018-June 2018
<b>SMP Document Preparation</b>	July 2018- September 2018
<b>Formal Public Review and Circulation of the 2018-2019 SMP Amendments with concurrent SEPA review</b>	October 2018
<b>Planning Commission Workshops and Public Hearings (if necessary)</b>	October 2018-November 2018
<b>City Council Study Session and Adoption</b>	January 2019- March 2019

#### 5.0 Public Comment Periods and Hearings

The city planning department will conduct a public comment period and at least one public open house to solicit input on the Periodic Review. The open house will take place in the preliminary stages of the periodic review before plan development takes place. After plan development and before plan adoption, the planning commission will hold one public hearing to formally review the draft amendment(s).

The City of Buckley will coordinate with the Department of Ecology on public notification of comment periods and hearings to take advantage of Ecology’s optional SMP amendment process that allows for a combined state-local comment period (WAC 173-26-104).

Public notice of all hearings will state who is holding the comment period and/or hearing, the date and time, and the location of any public hearing. Notices will be published per official policy and comply with all other legal requirements such as the Americans with Disabilities Act. A notice will be sent to the email list (2.4, above) and the Department of Ecology.



## City of Buckley Shoreline Master Plan Update Project Schedule

<i><b>SMP Project Preparation</b></i>		<i><b>Item Completed:</b></i>
<b>January-February 2018</b>	<ul style="list-style-type: none"> <li>• Prepare draft work plan, task lists and due dates for grant funding</li> </ul>	01/17/18
	<ul style="list-style-type: none"> <li>• Coordinate with DOE and city staff for grant funding</li> </ul>	01/17/18
	<ul style="list-style-type: none"> <li>• Create package of supplemental materials for planning commission including summary of the rule, guidance documents and review worksheet</li> </ul>	02/20/18
	<ul style="list-style-type: none"> <li>• Create draft Public Participation Plan (PPP)</li> </ul>	02/20/18

<i><b>SMP Project Kick-Off</b></i>		<i><b>Item Completed:</b></i>
<b>February 2018</b>	<ul style="list-style-type: none"> <li>• Planning Commission- project introduction</li> </ul>	02/26/18
<b>April 2018</b>	<ul style="list-style-type: none"> <li>• Planning Commission- Final Draft of PPP</li> <li>• City Council- Adoption of PPP</li> <li>• Upload adopted resolution to grant funding website</li> <li>• Submit formal request to DOE for joint review and comment period</li> </ul>	04/02/18

<i><b>Public Outreach</b></i>		<i><b>Item Completed:</b></i>
<b>April 2018</b>	<ul style="list-style-type: none"> <li>• Prepare “reader friendly” summary of SMP amendments for public distribution.</li> </ul>	
<b>April 2018 - June 2018</b>	<ul style="list-style-type: none"> <li>• Initiate public outreach for comments via the following methods:</li> <li>• Email stakeholders from the notice mailing list</li> <li>• Post the project to the City of Buckley Shoreline Management page on the city’s website and update as needed</li> <li>• General open house*</li> </ul>	

<i>Plan Analysis</i>		<i>Item Completed:</i>
<b>July 2018</b>	<ul style="list-style-type: none"> <li>Analyze data from outreach events</li> <li>Planning commission review and update</li> <li>City Council Update</li> </ul>	
<b>August 2018</b>	<ul style="list-style-type: none"> <li>Staff/planning commission review of SMP policies</li> <li>Update SMP webpage</li> </ul>	

<i>Plan Development</i>		<i>Item Completed:</i>
<b>August 2018- September 2018</b>	<ul style="list-style-type: none"> <li>Draft Plan and code amendments</li> <li>Coordinate edits with assigned ecology planner</li> </ul>	

<i>Plan Review</i>		<i>Item Completed:</i>
<b>October 2018</b>	<ul style="list-style-type: none"> <li>Planning Commission review of draft plan and code amendments</li> <li>Obtain SEPA determination</li> <li>Transmit draft to Department of Commerce and other interested agencies</li> <li>Public hearing with planning commission*</li> <li>Quarter 1 Progress Report due 10/30/18</li> </ul>	
<b>November 2018</b>	<ul style="list-style-type: none"> <li>Transmit recommendation to council</li> </ul>	

<i>Plan Adoption</i>		<i>Item Completed:</i>
<b>Early 2019</b>	<ul style="list-style-type: none"> <li>Council study session</li> <li>Council approves document</li> <li>Send draft to Ecology</li> <li>Ecology approves plan</li> </ul>	
<b>January 2019</b>	<ul style="list-style-type: none"> <li>Quarter 2 Progress Report due 01/30/2019</li> </ul>	
<b>April 2019</b>	<ul style="list-style-type: none"> <li>Quarter 3 Progress Report due 04/30/2019</li> </ul>	
<b>July 2019</b>	<ul style="list-style-type: none"> <li>Quarter 4 Progress Report due 07/30/2019</li> </ul>	

\*Official Notice to be published as required in WAC 173-27-110 and RCW 36.70A.035



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Lease Agreement: Renewal of Ag Land Sublease Between the City and Ken Carel 2018-2020.</b>  Cost Impact: + \$7,871.00 Annually Fund Source: 402 Sewer Fund Timeline: Mar 1, 2018 to Feb 28, 2020	<b>Agenda Date: April 10, 2018</b>		<b>AB18-031</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		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			
<b>Attachments:</b> Carel Renewal Agreement, Exhibits A, B & D			
<p><b>SUMMARY STATEMENT:</b> The draft agreement being presented is to renew the sublease for farm ground, buildings and facilities at the DSHS Agricultural Facility to Ken Carel (Flying K) for a 3 year period. The draft includes use of the farm land and facilities listed in Appendix A &amp; B of the draft Agreement. Lease rate for the property and buildings is currently set at \$6,111.00 per year along with the payment of State Leasehold Excise Tax and utility charges. The annual rent amount has been adjusted by \$1,320 to offset as a credit for the 8 acres of land that the Army Corps plans to use for the new Dam construction.</p> <p>Staff and the T/U Committee are therefore recommending that the City Council accept and approve the sublease renewal agreement with Ken Carel for use of the farm land and facilities at the DSHS Agricultural Facility.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> Utility/Trans Committee 2/20/10			
<b>RECOMMENDED ACTION: MOTION to Approve Renewal of the Lease Agreement Between the City and Ken Carel for Lease of Buildings and Facilities on the DSHS Ag Facility 2018-2020.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

**AGRICULTURAL LAND SUBLEASE**  
**BETWEEN**  
**THE CITY OF BUCKLEY**  
**AND**  
**KEN CAREL, dba FLYING K BAR C LIVESTOCK**

1. **PROPERTY.** The City of Buckley ("THE CITY"), subleases to Ken Carel, dba Flying K-C Livestock ("LESSEE"), the following described Property:

*Farmland and certain buildings and facilities to be used for storing feed, housing livestock (including related equipment) transferring livestock and grazing livestock, within the Northwest and portion of the Northeast Lease Area(s), located at 2000 Collins Road, Buckley, Washington, as more particularly described in Exhibit A, and depicted in Exhibit B.*

2. **LEASE TERM.** This Lease shall be for a term of Three (3) years, commencing on the 1<sup>st</sup> day of March, 2018. The Lessee shall be subject to earlier termination as provided in sections 21 and 22 herein.

3. **PAYMENT OF RENT AND LEASEHOLD EXCISE TAX.**

a. **Rent.** LESSEE shall pay THE CITY rent for the Property in the amount of **\$6,111.00 plus LET and a proportionate share of utility costs** as shown below and in Exhibit D, Lease Rates. Payments are due per the following schedule:

<b>Payment Schedule 2018 - 2020</b>					
<b>Due Date - 1st Year</b>	<b>Rent</b>	<b>LE Tax:</b>	<b>Utilities</b>	<b>Total</b>	<b>Late Rent Penalty</b>
March 1, 2018	\$2,017	\$259	\$322	\$2,597	\$137
July 1, 2018	\$4,095	\$526	\$653	\$5,274	\$277
<b>Totals</b>	<b>\$6,111</b>	<b>\$785</b>	<b>\$975</b>	<b>\$7,871</b>	<b>\$414</b>
<b>Due Date - 2nd Year</b>	<b>Rent</b>	<b>LE Tax:</b>	<b>Utilities</b>	<b>Total</b>	<b>Late Rent Penalty</b>
March 1, 2019	\$2,047	\$259	\$322	\$2,628	\$138
July 1, 2019	\$4,156	\$526	\$653	\$5,335	\$281
<b>Totals</b>	<b>\$6,203</b>	<b>\$785</b>	<b>\$975</b>	<b>\$7,963</b>	<b>\$419</b>
<b>Due Date - 3rd Year</b>	<b>Rent</b>	<b>LE Tax:</b>	<b>Utilities</b>	<b>Total</b>	<b>Late Rent Penalty</b>
March 1, 2020	\$2,078	\$259	\$322	\$2,658	\$140
July 1, 2020	\$4,218	\$526	\$653	\$5,397	\$285
<b>Totals</b>	<b>\$6,296</b>	<b>\$785</b>	<b>\$975</b>	<b>\$8,056</b>	<b>\$425</b>

All payments shall be sent to:

City of Buckley  
Attention: Finance Department  
P.O. Box 1960  
Buckley, WA 98321

b. Leasehold Excise Tax. LESSEE shall also be responsible for the applicable Leasehold Excise Tax ("LET") for the lease of the Property. LESSEE shall submit payments equal to the LET amount due to THE CITY at the address above, per the payment schedule in Section 3 (a). The current LET rate is **12.84%** of the total Lease amount prior to offsets. LESSEE agrees to be responsible for any adjustments to the LET amount required by the Washington State Department of Revenue.

c. Overdue Rent. The LESSEE's failure to pay rent within 30 days after the due date shall be a default of the Lease, and THE CITY may then pursue remedies as provided in Section 22, Remedies for Default. Rent payments received after 30 days following the due date shall include the late penalty and interest charges.

The LESSEE shall pay THE CITY a late charge of six percent (6%) of the amount of any rent payment received by THE CITY more than 30 days after the due date.

The LESSEE shall pay THE CITY interest at the rate of one percent (1%) per month, beginning on the date such rent is due and until the rent is paid, for any rent payment received by THE CITY more than 30 days after the due date.

**4. USE OF PROPERTY.** The Property may be used for the purpose of storing feed, housing and transferring of livestock (including related equipment) and grazing livestock, and for no other purpose without the prior written consent of THE CITY.

The LESSEE shall also be authorized to bring an R.V. onsite for the housing of a 24 hour/day caretaker for security purposes. Adequate facilities (i.e. cooking, washing, restroom, sleeping) for the caretaker shall be provided at LESSEE's expense. Current facilities are not connected to public sewer or septic systems so a sani-can(s) will have to be provided for the caretaker's use.

The LESSEE shall ensure that all farm related material, implements, equipment and portable buildings are properly stored in designated areas leased by LESSEE when not in use. Storage and parking of all farm related material, implements, equipment and portable buildings shall not interfere or impede with THE CITY's and/or other tenants access and use of the Property.

**5. NON-EXCLUSIVE OCCUPANCY.** LESSEE agrees its occupancy is non-exclusive. LESSEE shall provide access for THE CITY, or persons authorized by THE CITY, to the Property at all reasonable times.

LESSEE shall not do or permit any use or activity on the Property that would constitute a nuisance or that would interfere with THE CITY's access and use of the Property.

**6. CONSTRUCTION ACCESS RIGHTS.** The parties agree that any construction activity encroaching on the Property shall be allowed for City and/or Rainier School projects. THE CITY shall provide the LESSEE with reasonable notice by phone prior to the beginning of City and/or Rainier School project construction activity. THE CITY shall reimburse the LESSEE for damages resulting from such activity.

7. **RULES AND REGULATIONS.** LESSEE, its employees and all visitors shall abide by all applicable rules and regulations of THE CITY and shall not otherwise use the grounds or facilities without the permission of the City Administrator.

8. **SERVICES, SUPPORT, UTILITIES.** THE CITY shall not have any obligation to provide services, support, utilities, garbage collection or disposal, safety measures or security of any kind for the specified uses set forth above. Except that the City will provide water and power to the site for which the cost of such has been prorated and built into the lease payment as outlined in Section 3(a) above.

If services other than those provided by the City are desired then LESSEE will be required to arrange for services, support, utilities, garbage collection or disposal, safety measures or security that is needed at LESSEE's cost.

9. **CONDITION OF PREMISES.** THE CITY and the LESSEE have jointly inspected the Property. Exhibit C describes the current condition of the Property based on that inspection. By signing this Lease, LESSEE, subject to the conditions in Section 10, accepts the Property in its present condition "as is where is" for LESSEE's use.

10. **MAINTENANCE.** Previous use of the Property failed to adequately maintain property to an acceptable level and there are farmland, facility areas and fence rows overgrown with briars that limit future use of the Property. The CITY and LESSEE agree to share the responsibility to resources to bring these areas up to an acceptable level as agreed to by both parties. Once this is achieved the CITY and LESSEE will draft a revised Exhibit C that will form the standard from which future maintenance will be held to. LESSEE shall then be responsible for all maintenance costs associated with the operation and maintenance of the Property from that point forward. LESSEE shall maintain the Property in a state of repair equivalent to the condition documented in a newly revised Exhibit C, except for reasonable wear and tear from ordinary use of the property. LESSEE shall perform maintenance on leased buildings and adjacent grounds, all leased farmland, spray, maintain fence rows, and control noxious weeds and vegetation as required by law.

If LESSEE fails to maintain the Property THE CITY may do so, and LESSEE will pay all reasonable maintenance charges incurred by THE CITY. Prior to engaging in such maintenance or repairs THE CITY will give the LESSEE thirty (30) days notice of its intent to effect such maintenance and repairs, stating what needs to be done before THE CITY undertakes the repairs.

11. **DAMAGE OR DESTRUCTION.** In the event land or buildings on the Property are damaged or destroyed by fire or other casualty, THE CITY may elect not to restore or make repairs to the Property. If THE CITY elects not to restore the property, THE CITY shall notify the LESSEE in writing as soon as possible after the damage occurs. In that event, THE CITY shall return to LESSEE a pro rata share of the rent and taxes paid by LESSEE for the property rendered unusable for its intended purposes, less any amounts due to the CITY, including any reimbursement for damages caused by LESSEE.

12. **HAZARDOUS MATERIALS.** LESSEE shall not receive, store, use, sell or dispose of on or about the premises any substances, product, materials or merchandise which are hazardous, toxic, harmful, explosive, highly flammable, dangerous, and/or which are subject to regulation as hazardous, toxic, dangerous, or a pollutant by any federal, state, or local law, regulation, statute or ordinance (collectively referred to herein as "hazardous substances").

LESSEE shall be fully liable to THE CITY and shall indemnify, defend and hold harmless THE CITY, its

officers and employees, with respect to any and all damages, costs, fees (including attorney fees and costs), civil and criminal penalties, or clean-up costs assessed against or imposed as a result of LESSEE's use, disposal, generation, storage or sale of hazardous substances of LESSEE's employees, agents, or invitees. Breach of this provision shall entitle THE CITY to unilaterally terminate the Lease. These provisions are in addition to the provisions below and are intended to supplement them.

This obligation shall survive the termination of this Lease.

13. **FARM-RELATED OR WEED ABATEMENT MATERIALS.** Notwithstanding the above, LESSEE shall properly store, use and dispose of any such farm-related or weed abatement materials in accordance with applicable local, state and federal laws and regulations and shall properly and immediately clean up any spills or other contaminations caused by such hazardous substances on or about the premises.

14. **SURRENDER OF PROPERTY.** At the expiration or termination of this Lease, LESSEE shall quietly yield and surrender the Property to THE CITY in as good a condition as is documented in a revised Exhibit C, ordinary wear and tear and damage due to elements excepted.

15. **REMOVAL OF PERSONAL PROPERTY.** LESSEE shall remove all of its personal items from the Property upon expiration or termination of this Lease, including but not limited to all materials, equipment, vehicles, and/or parts thereof owned by the LESSEE. THE CITY shall not be liable for any damage to such personal items left on the Property after the termination or expiration of this Lease.

If LESSEE fails to remove personal items from the Property upon termination or vacation THE CITY may do so, and LESSEE will be liable for all reasonable charges incurred by THE CITY.

16. **LIENS.** LESSEE shall keep the Property free from any liens arising out of any work preformed, materials furnished or obligations incurred by LESSEE with respect to the Property or LESSEE's activities on the Property. If a lien is filed, LESSEE shall cause the same to be released and discharged of record within 30 days.

17. **NON-ASSIGNMENT.** LESSEE shall not sublease or sublet the Property, and shall not assign this Lease without written approval from THE CITY.

18. **INDEMNITY/HOLD HARMLESS.** Lessee agrees to indemnify, defend, and hold THE CITY harmless from any and all claims for bodily injury or property damage suffered or alleged to be suffered by Lessee, its agents, employees, invitees or other third parties upon or about the leased premises or in any way arising out of or in connection with the Lessee's operations upon or about the leased premises.

19. **INSURANCE.** LESSEE certifies that it has, and shall maintain throughout the term of this Lease, a Commercial General Liability Insurance Policy with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit, bodily and personal injury, as property damage, covering its activities under this Lease, and shall provide evidence of such insurance to THE CITY prior to execution of this Lease.

20. **LEASE ALTERATIONS AND AMENDMENTS.** This Lease may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

21. **CANCELLATION AND TERMINATION.** The parties agree that this Lease may be cancelled and terminated by either party upon 60 days prior written notice to the non-terminating party, in which event rent for that period shall be prorated, as necessary, to the date of termination.

22. **REMEDIES FOR DEFAULT.** When a default of any of the terms of this Lease occurs, THE CITY may thereafter reenter and take possession of the Property and/or terminate this Lease, remove all of LESSEE's personal property, and store the same in a public warehouse at the expense and for the account of LESSEE. In addition, THE CITY may then sublet or re-let the Property and pursue any other remedy allowed by law. Notwithstanding any re-entry or termination of this Lease, LESSEE shall be liable for the rent hereunder, as well as all costs THE CITY incurs by reason of re-entry, protecting or caring for the Property or subletting or re-letting the Property, including:

- a. Attorneys' fees.
- b. Brokers' commissions.
- c. All expenses for restoring the Property to its condition as of the beginning date of this Lease.

23. **NOTICE.** Official notices to the parties hereto shall be in writing and directed as follows, or to such other place as either party may designate in writing in advance to the other party:

THE CITY:  
City Administrator  
City of Buckley  
833 Main Street  
PO Box 1960  
Buckley, WA 98321

LESSEE:  
Ken Carel  
Flying K-C Livestock  
PO Box 2222  
Buckley, WA 98321

24. **ORDER OF PRECEDENCE.** In the event of an inconsistency in the terms of this Lease, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable Washington state and federal statutes and rules.
- b. This Lease.
- c. Any other provision of this Lease, including Exhibits and other materials incorporated by reference.

25. **GOVERNING LAW and VENUE.** This Lease shall be construed, interpreted and enforced pursuant to the laws of the State of Washington. Venue shall be in Pierce County.

26. **SEVERABILITY.** If any provision of this Lease or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Lease which can be given effect without the invalid provision, if such remainder conforms to the requirement of applicable law and the fundamental purpose of this Lease, and to this end the provisions of this Lease are declared to be severable.

27. **ORDINARY MEANING.** The terms of this Lease shall be given their ordinary meaning and shall not be presumed construed in favor of or against either party.

28. **WAIVER.** A failure by either party to exercise its rights under this Lease shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Lease unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Lease.

29. **ASSURANCES.** The parties agree that all activity pursuant to this Lease will be in accordance with all applicable current or future federal, state and local laws, rules and regulations.

30. **ENTIRE LEASE.** This Lease contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Lease shall be deemed to exist or to bind any of the parties hereto.

This Lease is executed by the persons signing below who warrant that they have the authority to do so.

- Exhibit A: Property Description
- Exhibit B: Property Map
- Exhibit C: Property Condition Assessment
- Exhibit D: Lease Rates

**KEN CAREL dba  
FLYING K-C LIVESTOCK**

**CITY OF BUCKLEY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**Pat Johnson**

**Owner**  
\_\_\_\_\_  
Title

**Mayor**  
\_\_\_\_\_  
Date

STATE OF WASHINGTON )  
 ) ss.  
County of Pierce )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, the individual known to me to be *Ken Carel* came before me and attested that he/she signed the within and foregoing instrument of his/her own free will, free from any coercion or duress.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_.

My commission expires \_\_\_\_\_.

**EXHIBIT A**

**DESCRIPTION**

**AGRICULTURAL LAND LEASE  
BETWEEN  
CITY OF BUCKLEY  
AND  
KEN CAREL  
DBA FLYING K BAR C LIVESTOCK**

**PROPERTY DESCRIPTION:**

Approximately 37.5 acres of undeveloped pasture land for grazing purposes located in portions of the Northwest and Northeast Lease Area as shown on the map(s) in Exhibit B. Leased area includes Field numbers K, L, M and N. Also included are three farm buildings also depicted on the map(s) as buildings #7 (Feed Barn West), #8 (Feed Barn North) & #9 (Hay Storage South) and Parking Area Storage #3.

**Carel 2018 Lease Area**  
Write a description for your map.

**Legend**

- Army Corps Staging Area (8 .0 acres)
- Bldg
- Collins High School
- Field
- Field N - (18.00 acres)
- Mt Rainier from Buckley
- Parking/Storage
- Untitled Path
- Untitled Polygon



**Exhibit D Lease Rates 2018 - 2020**

**City of Buckley Ag Land Lease (Carel) March, 2018**

Lease Area	Acreage	Rate per acre/yr	Annual Amount
NW Lease Area (Fields L, M & N)	32.5	\$172.50	\$5,606
NE Lease Area (Field K)	5	\$115.00	\$575
<b>Subtotal</b>	<b>37.5</b>	<b>\$165</b>	<b>\$6,181</b>
Buildings	3	\$250	\$750
Storage/Parking Areas	1	\$500	\$500
<b>Total Rate</b>	<b>37.5</b>		<b>\$7,431</b>
Army Corps Project Deduction	8	\$165	(\$1,320)
<b>Total Adjusted Rate</b>			<b>\$6,111</b>
Leasehold Excise Tax			\$785
<b>Proportionate Utility Cost</b>	<b>Per Bldg</b>	<b>SubTotal</b>	<b>Utility Total</b>
*Annual Power/Bldg (est)	\$327	\$327	\$327
Annual Water/Bldg	\$216	\$648	\$648
<b>Utilities</b>	<b>\$543</b>	<b>\$975</b>	<b>\$975</b>
<b>Total Annual Rent and Tax</b>			<b>\$7,871</b>

**DRAFT**

**\*Note:** Buildings that either are not connected to power or that need extensive repair will not be required to pay the electrical utility charge until power is actually available and working at the building. The three buildings leased by the tenant fall under this category and are not charged; however, the tenant has expressed a desire to install wiring and extend electricity to one of the three at his cost. Due to this investment in permanent infrastructure which the City will benefit from long term the fee for electric service was waived under a previous agreement but it now reinstated.

**Payment Schedule 2018 - 2020**

Due Date - 1st Year	Rent	LE Tax:	Utilities	Total	Late Rent Penalty
March 1, 2018	\$2,017	\$259	\$322	\$2,597	\$137
July 1, 2018	\$4,095	\$526	\$653	\$5,274	\$277
<b>Totals</b>	<b>\$6,111</b>	<b>\$785</b>	<b>\$975</b>	<b>\$7,871</b>	<b>\$414</b>
Due Date - 2nd Year	Rent	LE Tax:	Utilities	Total	Late Rent Penalty

March 1, 2019	\$2,047	\$259	\$322	\$2,628	\$138
July 1, 2019	\$4,156	\$526	\$653	\$5,335	\$281
<b>Totals</b>	<b>\$6,203</b>	<b>\$785</b>	<b>\$975</b>	<b>\$7,963</b>	<b>\$419</b>
<b>Due Date - 3rd Year</b>	<b>Rent</b>	<b>LE Tax:</b>	<b>Utilities</b>	<b>Total</b>	<b>Late Rent Penalty</b>
March 1, 2020	\$2,078	\$259	\$322	\$2,658	\$140
July 1, 2020	\$4,218	\$526	\$653	\$5,397	\$285
<b>Totals</b>	<b>\$6,296</b>	<b>\$785</b>	<b>\$975</b>	<b>\$8,056</b>	<b>\$425</b>



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b> <b>Boundary Line Adjustment (BLA) at 157 Cedar St. involving two privately owned parcels and one city parcel.</b>	<b>Agenda Date: April 10, 2018 AB18-032</b>		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		
	City Administrator – Dave Schmidt		
	City Attorney – Phil Olbrechts		
	City Engineer – Dominic Miller		✓
	City Clerk – Joanne Starr		
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Julie Bevaart		
	Planning Dept – Leticia Wallgren	✓	
	Police Dept – Chief Arsanto		
Municipal Court – Jessica Cash			
	PW/Utilities – Chris Banks		
<b>Attachments:</b> Council memo and reduced survey drawing			
<b>SUMMARY STATEMENT:</b>  The proposal seeks to adjust two lot lines within three parcels. Moving the existing lot lines will even out the privately owned parcels and result in two similarly sized lots instead of one wide lot and one narrow lot. Additionally, the adjustment will involve moving the lot line on the city parcel so that it is no longer underneath the building.			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: <b>MOTION to Approve the Buck/City Cedar St. BLA</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

# CITY OF BUCKLEY

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

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

## MEMO



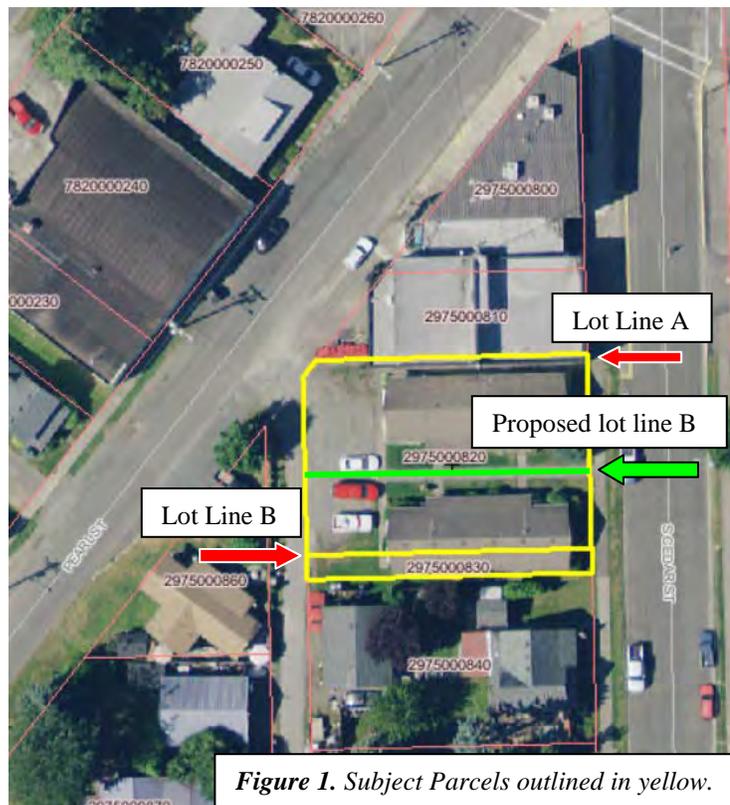
To: Mayor Pat Johnson  
City Council Members  
From: Associate Planner Leticia Wallgren  
Date: April 5, 2018  
Re: Boundary Line Adjustment (BLA) at 157-163 S. Cedar St; File # BLA-18-0002

**I. Applicant Information**  
**Michael Buck**

**II. Project Description.**

Parcels 2975000820 and 2975000830 are located at 157-163 S. Cedar St. It is zoned R-6,000, a residential zone, with a Comprehensive Plan designation of Commercial & Mixed Use (C/MU). It is surrounded by parcels designated R-6,000 to the west, south, and east; to the north is Public (P). The comprehensive plan designations for all surrounding parcels are C/MU.

The legal description shows that the original lots were part of the Chamberlains addition recorded in 1889. Parcel 2975000820 is lot 5 and 6 of the original plat while parcel 2975000830 is a 10-foot portion of lot 7. See **Figure 1**.



*Figure 1. Subject Parcels outlined in yellow.*

The applicant's request involves adjusting lot line A slightly to the south and moving lot line B about 35-feet to the north resulting in two similarly sized lots. Because the resulting lots are nonconforming, council approval is required. See **Figure 2** for a drawing of the proposed new lots.

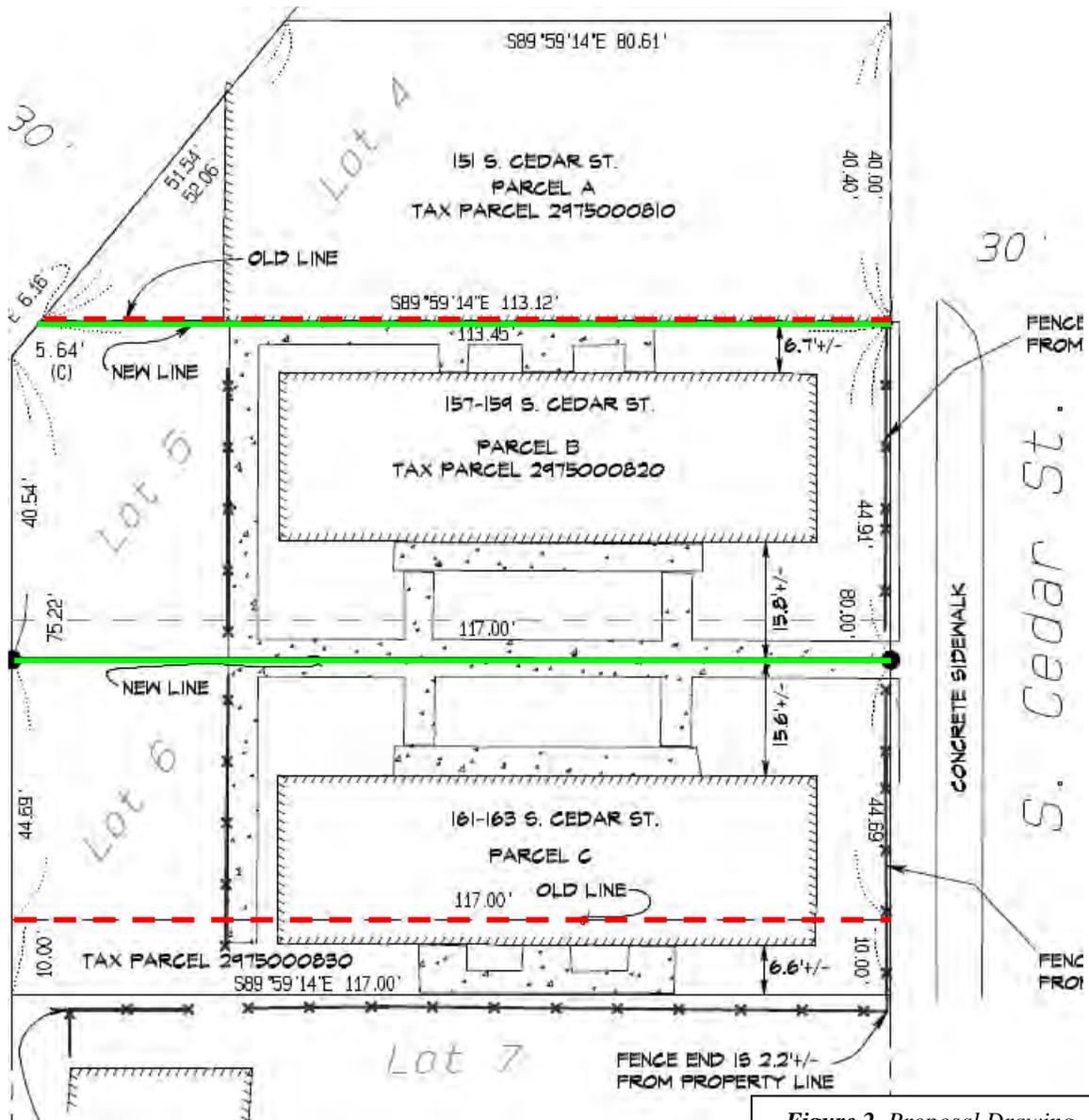


Figure 2. Proposal Drawing

The drawing above (**Figure 2**) represents the existing and proposed lots. The existing lot boundaries are represented by red dashed lines; the proposed lot lines are represented as solid green lines.

### III. Code Review.

#### A. 18.34.005 Purpose.

1. The purpose of this chapter is to provide a method for summary approval of lot/boundary line adjustments which do not create any additional lot, tract, parcel, site or division, while ensuring that such lot/boundary line adjustment satisfies public concerns of health, safety and welfare. *The proposal is to move the existing lot lines. The proposal will remain consistent with the current condition since it will not result in the creation of a new lot.*

**B. 18.34.010 Written request required.**

1. The lot lines between existing lots may be adjusted by the city upon written request of the affected property owners, through date-stamped receipt of a completed application. *The applicant submitted a boundary line adjustment application with fees on February 22, 2018.*

**C. 18.34.020 Adjustment request – Contents.**

1. The request for lot/boundary line adjustment shall be accompanied by and shall contain the following:
  - a. The completed application and fee per adopted city resolution; *Both the application and the fee of \$272.50 were collected on February 22, 2018. The applicant paid half the cost of the boundary line fee because the city is a co-applicant.*
  - b. A scale drawing of the affected lots, including the dimensions of the lot before and after the proposed lot/boundary line adjustment, and a plot plan as appropriate showing the location and dimensions of existing structure(s) in relation to the proposed lot/boundary line adjustment as prepared by a professional land surveyor; *The drawing is to scale and contains all pertinent information such as dimensions and existing structures. The drawings were prepared by professional surveyors Holmwig, Dewitt, Gallion and Associate (HDGA) out of Enumclaw.*
  - c. The names, addresses and signatures of all persons having any ownership interest or a lien upon the affected parcel; *The owner information is included as well as a signature line for the owner/applicant.*
  - d. A title abstract from a title company authorized to do business in the state of Washington, showing all encumbrances against the property and the names of the persons in whom title is vested and no older than 30 days. *A title report dated February 22, 2018 was included in the application packet submitted on February 22, 2018.*

**D. 18.34.030 Adjustment request – Review standard.**

1. The city planning director and engineer shall review the proposed lot line adjustment request in accordance with the following standards:
  - a. The affected lots must be in the same zoning classification; *Both lots are located in the R-6,000 zone.*
  - b. The resulting lots must have dimensions meeting the minimum lot size requirements in effect at the time the request is made for the zone in which each lot is located. Setbacks in effect at the time the request is made must be met as to all structures upon the lot as they relate to the new lot line;
    1. *Per BMC 19.20.020(2)(a)(i)(B), the minimum lot area for duplex housing shall be 4,500 sf. The proposed lot sizes are illustrated below. See figure 3. \*Note: Parcel A, zoned P, has no minimum lot area requirements. Proposed parcels A, B and C are compliant.*

LOT AREA
ORIGINAL PARCEL A 3875+/- SF
ORIGINAL PARCEL B 4351+/- SF
ORIGINAL PARCEL C 1170+/- SF
NEW PARCEL A 3920+/- SF
NEW PARCEL B 5293+/- SF
NEW PARCEL C 5228+/- SF

*Figure 3. Lot Area: existing and proposed.*

2. Per BMC 19.20.020(2)(b)(i)(A), the minimum lot width shall be 45'; per BMC 19.20.020(2)(b)(ii), the minimum lot depth shall be 85'. Proposed lot B is 44.91' wide and 117' deep; proposed lot C is 44.69' wide and 117' deep. Lot A, zoned public does not have minimum requirements for width and depth. Proposed lot A conforms to BMC 19.20.110. Proposed lots B and C conform to minimum lot depth requirements but not minimum lot width requirements. The proposal is before the city council for approval.
3. Per BMC 19.20.020(2)(c), existing and proposed setbacks are as follows:

Setback Requirement	Proposed Lot B	Proposed Lot C	Compliant?
Front	10'	10'	Y
Side	6.7'/15.8'	6.6'/15.6'	N/Y
Rear	35.5'	35.5'	Y

Figure 4. \*note: garage setback not applicable

Figure 4 reflects the setbacks of the proposed lots; all setbacks are compliant except for one side setback on each lot. The proposal is for the city council for approval. See figure 5 for non-compliant setback.

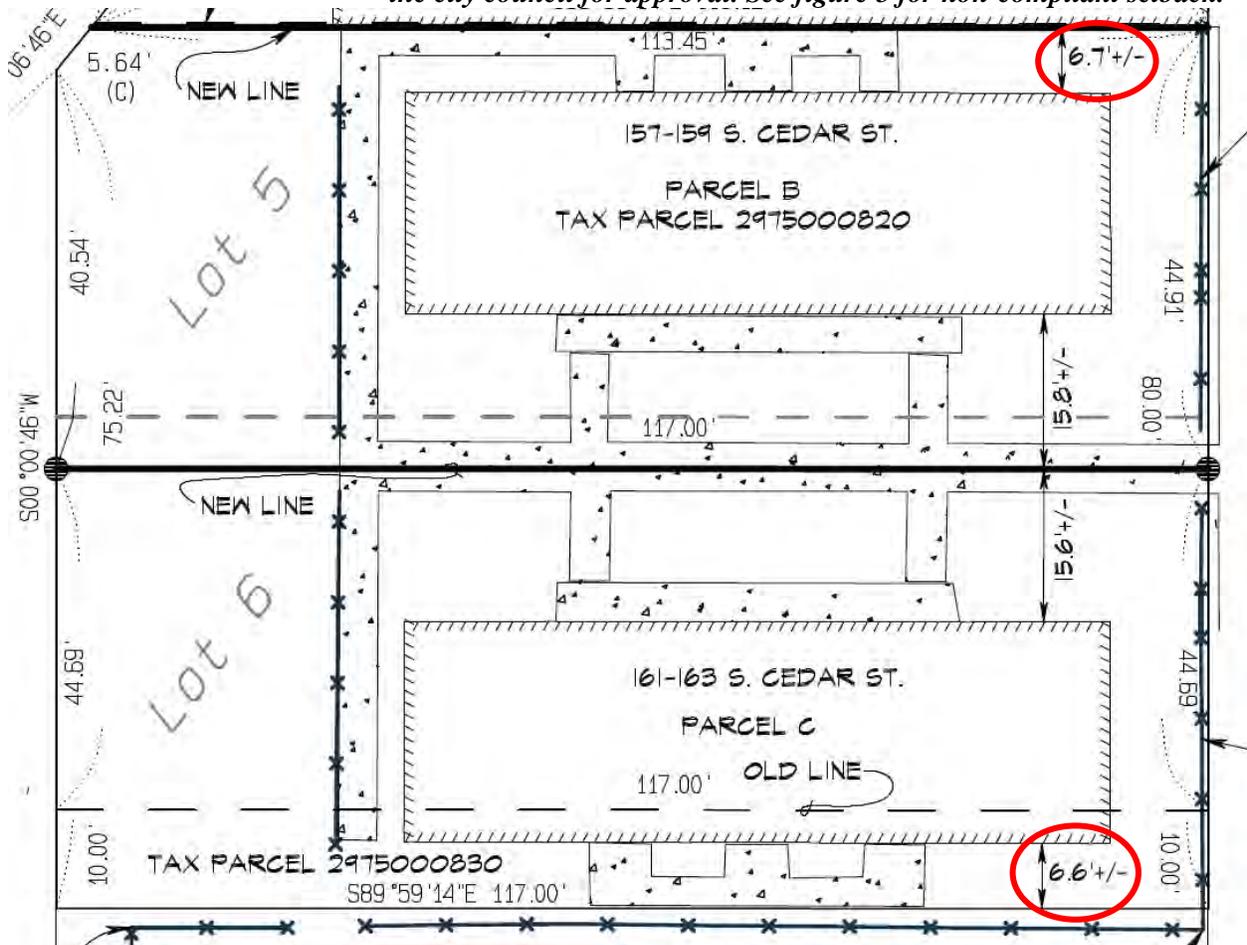


Figure 5. Non-comforming setbacks are circled.

4. *The south setback for parcel A will gain almost a half a foot; this will remove the setback from underneath the old fire station building to just outside the building. The setback will remain non-conforming but it will no longer be under the building. The proposal is before the city council for approval.*
- c. The shapes of the resulting lots must not be inconsistent with the general lot configuration for other lots in the area, and other existing city codes relating to lot shapes. *Most lots in the area are rectangular in shape; the proposed lots are rectangular in shape. See vicinity detail below (Figure 6).*

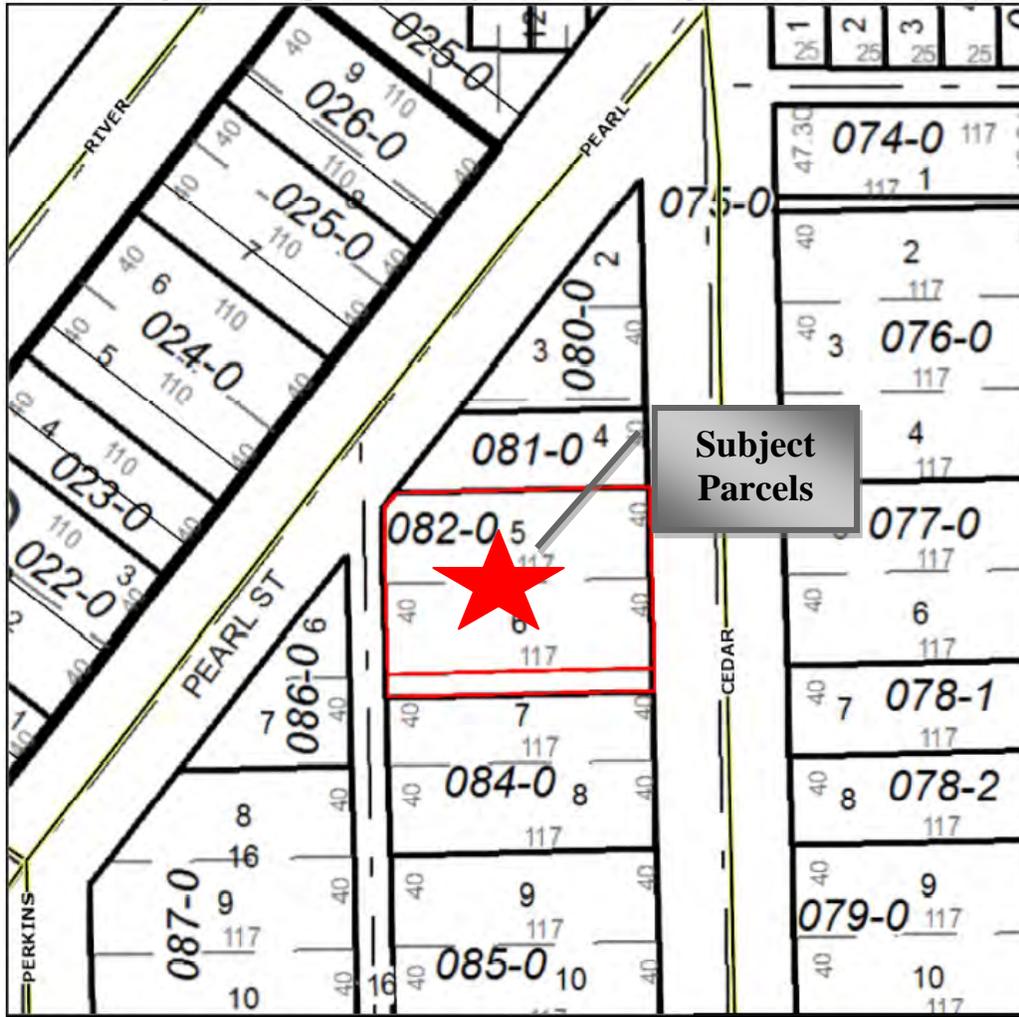


Figure 6. Vicinity Detail

- d. No lot shall be created which does not have adequate drainage, access to water supply and sanitary sewer disposal, and/or access for vehicles, utilities and fire protection. *In an email dated March 29, 2018, the city engineer stated that the drawings were consistent with their requests.*

**E. 18.34.040 Approval – Authority – Finalization.**

1. The city planning director may approve the lot/boundary line adjustment request if it complies with the review criteria. The planning director may, in his or her discretion, defer to the city council the decision on lot/boundary line adjustment approval. The planning director must defer to city council approval for any lot/boundary line

adjustment requested under BMC 18.34.030, or for any lot/boundary line adjustment affecting a cul-de-sac lot. ***The boundary line adjustment does not adhere to all applicable zoning regulations and performance standards and requires city council approval.***

2. After approval of any lot/boundary line adjustment by the planning director or city council, the applicant shall have a period of 60 calendar days to present the final lot/boundary line adjustment on the form as required by this chapter, for signature by all appropriate city officials. After the city has returned the executed lot/boundary line adjustment to the applicant, the applicant shall record the lot/boundary line adjustment with the Pierce County auditor's office within 30 calendar days. Failure to present the city with the formal lot/boundary line adjustment on the required form or to record the executed lot/boundary line adjustment with the county auditor within the time limits set forth herein shall render the lot/boundary line adjustment approval null and void. No lot/boundary line adjustment shall be deemed completed until such time it is recorded with the county auditor's office in accordance herein and a mylar copy of the recorded map is returned to the city. ***Upon approval, the planning department will request a mylar copy of the drawing for signatures of city officials. The applicant will receive guidance from the planning department regarding subsequent steps.***
- F. 18.34.050 Approval – Conditions.**
1. The following requirements are conditions of approval:
    - a. Payment of all fees owed to the city for its services, calculated pursuant to BMC 18.37.020; ***A fee of \$272.50 was collected on February 22, 2018.***
    - b. Survey and setting of all the corners of the new lot(s) by a licensed land surveyor; ***A survey drawing by professional engineering firm Holmwig, Dewitt, Gallion and Associates was submitted and approved by the city engineer on March 29, 2018.***
    - c. Execution of deeds and related documents by the affected owners and lienholders, on forms to be provided by the city and recorded by the applicant with the county in order to effectuate the lot/boundary line adjustment, with copies of the recorded documents returned to the city; ***Deeds and related documents were submitted with the title report.***
    - d. Determination of identity of affected owners by a title report or other documentation satisfactory to the city engineer; ***A title report was submitted with the application packet and forwarded to the city engineer.***
    - e. Such other conditions as may be necessary to protect the public health, safety and public welfare. ***No other conditions were stated.***

**RECORD OF SURVEY FOR  
BOUNDARY LINE ADJUSTMENT  
CITY OF BUCKLEY  
APPLICATION NO. BLA-18-0002  
A PORTION OF THE NW1/4 OF THE SE1/4  
OF SEC 3-T19N-R6E, W.M.**

**NOTICE:**  
THIS BOUNDARY LINE ADJUSTMENT IS NOT A PLAT, REPLAT, OR SUBDIVISION. APPROVAL OF A BOUNDARY LINE ADJUSTMENT IS NOT A GUARANTEE THAT FUTURE PERMITS WILL BE GRANTED FOR ANY STRUCTURE OR DEVELOPMENT WITHIN A LOT AFFECTED BY A BOUNDARY LINE ADJUSTMENT.

**FUTURE PERMITS:**  
THE APPROVAL OF THIS BLA SHOULD NOT BE CONSTRUED AS APPROVAL OF ANY LAND USE WHICH MAY OR MAY NOT HAVE BEEN PROPERLY PERMITTED.

**CITY OF BUCKLEY APPROVALS**

CITY PLANNER \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_  
MAYOR, CITY OF BUCKLEY \_\_\_\_\_ DATE \_\_\_\_\_

**ORIGINAL LEGAL DESCRIPTIONS**

**PARCEL A**  
THE SOUTH 35 FEET OF LOT 4, BLOCK 15, CHAMBERLAIN'S ADDITION TO BUCKLEY, PIERCE COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 43, RECORDS OF PIERCE COUNTY, WASHINGTON.  
SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

**PARCEL B**  
LOTS 5 AND 6, BLOCK 15, CHAMBERLAIN'S ADDITION TO BUCKLEY, PIERCE COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 43, RECORDS OF PIERCE COUNTY, WASHINGTON.  
SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

**PARCEL C**  
THE NORTH 10 FEET OF LOT 7, BLOCK 15, CHAMBERLAIN'S ADDITION TO BUCKLEY, PIERCE COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 43, RECORDS OF PIERCE COUNTY, WASHINGTON.  
SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

**REVISED LEGAL DESCRIPTION**

**PARCEL A**  
LOT SOUTH 35 FEET OF LOT 4 TOGETHER WITH THE NORTH 0.40 FEET OF LOT 5, BLOCK 15, CHAMBERLAIN'S ADDITION TO BUCKLEY, PIERCE COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 43, RECORDS OF PIERCE COUNTY, WASHINGTON.  
SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

**PARCEL B**  
THE SOUTH 39.60 FEET OF LOT 5, TOGETHER WITH THE NORTH 5.31 FEET OF LOT 6, BLOCK 15, CHAMBERLAIN'S ADDITION TO BUCKLEY, PIERCE COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 43, RECORDS OF PIERCE COUNTY, WASHINGTON.  
SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

**PARCEL C**  
THE SOUTH 34.69 FEET OF LOT 6, TOGETHER WITH THE NORTH 10 FEET OF LOT 7 OF BLOCK 15, CHAMBERLAIN'S ADDITION TO BUCKLEY, PIERCE COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 43, RECORDS OF PIERCE COUNTY, WASHINGTON.  
SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

**FREE CONSENT STATEMENT**

THE UNDERSIGNED AGREE THAT THE BOUNDARY LINE ADJUSTMENT SET FORTH HEREIN IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNERS.

\_\_\_\_\_  
CITY OF BUCKLEY REPRESENTATIVE  
REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF WASHINGTON )  
COUNTY OF PIERCE ) SS

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the (president, vice president, secretary, treasurer, or other authorized officer or agent, as the case may be) of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

DATED: \_\_\_\_\_ (SEAL OR STAMP)  
SIGNATURE: \_\_\_\_\_  
(PRINT NAME) \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
RESIDING AT \_\_\_\_\_  
MY APPOINTMENT EXPIRES \_\_\_\_\_

**COUNTY ASSESSOR-TREASURER**

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREON ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE HAVE BEEN FULLY PAID.

ASSESSOR/TREASURER \_\_\_\_\_ DATE \_\_\_\_\_  
REVIEWED FOR SEGREGATION  
DEPUTY ASSESSOR/TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

**FREE CONSENT STATEMENT**

THE UNDERSIGNED AGREE THAT THE BOUNDARY LINE ADJUSTMENT SET FORTH HEREIN IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNERS.

STATE OF WASHINGTON )  
COUNTY OF PIERCE ) SS

ON THIS DAY PERSONALLY APPEARED BEFORE ME

\_\_\_\_\_  
MICHAEL J. BUCK

TO ME KNOWN TO BE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY SIGNED THE SAME AS HIS, HER'S AND THEIR'S FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2018.

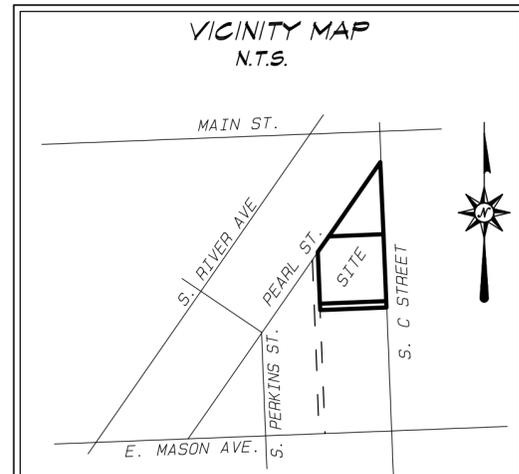
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON. MY COMMISSION EXPIRES \_\_\_\_\_

**NAME AND ADDRESS - ORIGINAL TRACT OWNERS**

PARCEL B AND C  
NAME: MICHAEL J. BUCK  
ADDRESS: 1240 LINCOLN AVE.  
CITY/STATE/ZIP: ENUMCLAW WA, 98022 PHONE: \_\_\_\_\_

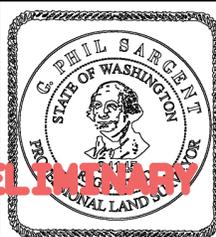
PARCEL A  
NAME: CITY OF BUCKLEY  
ADDRESS: 133 Cedar ST.  
CITY/STATE/ZIP: BUCKLEY WA, 98321 PHONE: \_\_\_\_\_

EXISTING ZONING PARCEL A IS ZONE P, PARCEL B & C IS ZONE NMU  
SOURCE OF WATER N/A  
SEWER SYSTEM N/A  
WIDTH AND TYPE OF ACCESS N/A  
NO. ADJUSTED PARCELS 3



**AUDITORS CERTIFICATE:**  
RECORDING # \_\_\_\_\_  
FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
2018, AT \_\_\_\_\_ M., IN BOOK \_\_\_\_\_ OF SURVEYS.  
AT PAGE \_\_\_\_\_, AT THE REQUEST OF G. PHIL SARGENT.  
\_\_\_\_\_  
MANAGER SUPT. OF RECORDS

**LAND SURVEYOR'S CERTIFICATE**  
THIS BOUNDARY LINE ADJUSTMENT CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH STATE AND COUNTY STATUTES.  
AT THE REQUEST OF MICHAEL J. BUCK  
THIS 2ND DAY OF JANUARY 2018.  
\_\_\_\_\_  
G. PHIL SARGENT CERTIFICATE NO. LS 34145

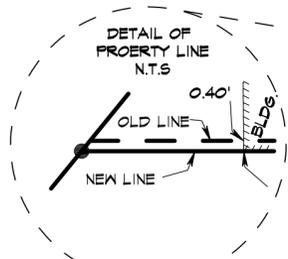


**HOLMVIK, DEWITT, GALLION & ASSOC., LLC.**  
LAND SURVEYING & ENGINEERING SUPPORT  
1036 COLE STREET, ENUMCLAW, WA 98022 (360) 825-8963  
www.hdgallion.com

BUCK/CITY OF BUCKLEY BOUNDARY LINE ADJUSTMENT		
DWN. BY	DATE	JOB NO.
J.G.	3/28/2018	1481
CHKD. BY	FIELD BOOK	SHEET
GPS	609	1 OF 2

**RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT  
CITY OF BUCKLEY APPLICATION NO. BLA-18-0002**

A PORTION OF THE NW/4 OF THE SE/4  
OF SEC 3-T19N-R6E, W.M.



FOUND 2" BRASS DISK  
W/PUNCH IN CASE, DOWN  
0.3', VISITED 12/21/17.

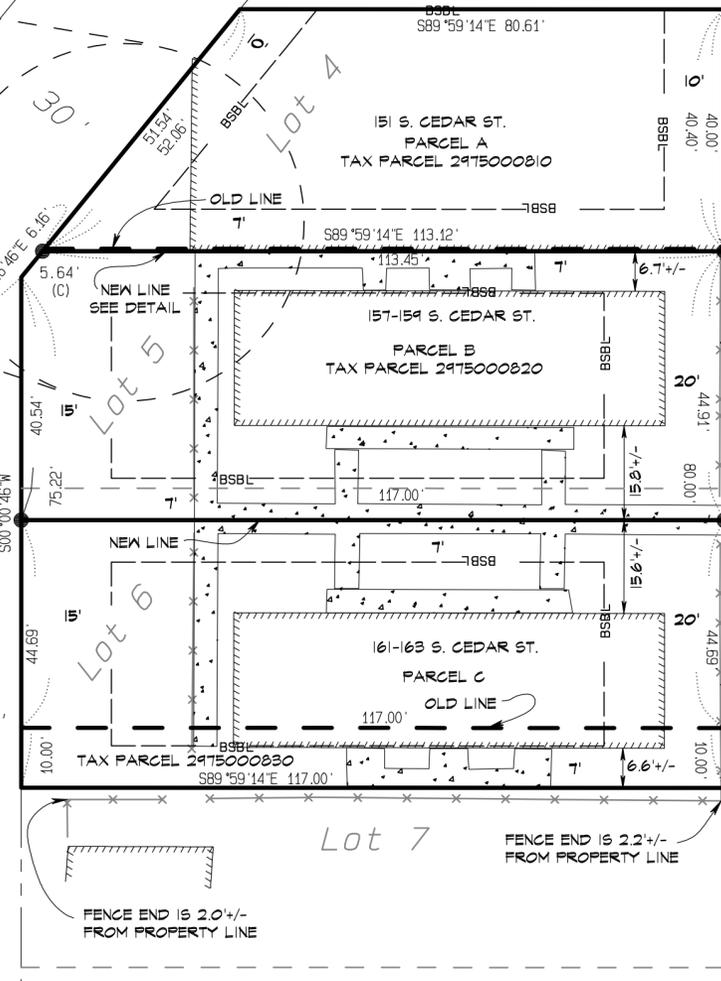
Main St.

**LEGEND**

- 1/2" REBAR W/ID CAP LS 34145 SET THIS SURVEY
- ⊗ MONUMENT AS NOTED
- (C) CALCULATED
- (R) RECORD INFORMATION BLA 200008145003
- (M) MEASURED DISTANCE
- LOT LINE TO BE ELIMINATED
- UNDERLINE LOT LINES
- FENCE LINE
- MONUMENT LINE
- RIGHT OF WAY
- CONCRETE WALK

Pearl St.

Lot 3



FENCE IS 0.60'+/-  
FROM PROPERTY LINE

FENCE IS 0.70'+/-  
FROM PROPERTY LINE

FENCE END IS 2.2'+/-  
FROM PROPERTY LINE

FENCE END IS 2.0'+/-  
FROM PROPERTY LINE

LOT AREA	
ORIGINAL PARCEL A	3875 +/- SF
ORIGINAL PARCEL B	435 +/- SF
ORIGINAL PARCEL C	1170 +/- SF
NEW PARCEL A	3920 +/- SF
NEW PARCEL B	5293 +/- SF
NEW PARCEL C	5228 +/- SF

FOUND 2" BRASS DISK  
W/X INTERSECTION OF  
PEARL ST. AND  
JEFFERSON AVE.  
VISITED 12/21/17.

S. Perkins St.

S. Cedar St.

S89°59'14"E (C) 310.00' (R)

E. Mason Ave.

FOUND PK NAIL,  
(UNKNOWN ORIGIN)  
NORTH 0.07' AND EAST  
0.07' FROM CALCULATED  
POSITION, VISITED 12/21/17.

**NOTES**

THIS SURVEY WAS PERFORMED BY FIELD TRAVERSE WITH FINAL RESULTS MEETING OR EXCEEDING THE CURRENT TRAVERSE STANDARDS CONTAINED IN W.A.C. 332-130-090.

NO UTILITIES WERE LOCATED THIS SURVEY.

THE BOUNDARY CORNERS AND LINES DEPICTED ON THIS MAP REPRESENT DEED LINES ONLY. THEY DO NOT PURPORT TO SHOW OWNERSHIP LINES THAT MAY OTHERWISE BE DETERMINED BY A COURT OF LAW.

THIS SURVEY COMPLIES WITH ALL STANDARDS AND GUIDELINES OF THE SURVEY RECORDING ACT CHAPTER 58.09 RCW AND 332-130 WAC.

ALL CONDITIONS, RESTRICTIONS AND NOTES FROM THE ORIGINAL SUBDIVISION STILL APPLY.

**REFERENCE SURVEY**

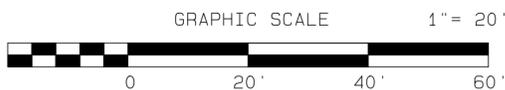
- (R) BOUNDARY LINE ADJUSTMENT REC#2000088145003
- RECORD OF SURVEY REC#200409095007
- RECORD OF SURVEY REC# 201305285002
- RECORD OF SURVEY REC# 9508040269
- CHAMBERLIANS ADDITION VOL. 3, PAGE 43

**BASIS OF BEARING**

S39°06'46"W  
FOUND MONUMENTS ON PEARL STREET  
AS NOTED

**EQUIPMENT USED**

LEICA 1201 ROBOTIC  
TOTAL STATION & A  
CS-15 DATA COLLECTOR



**SHEET TWO OF TWO**

**SURVEYOR'S CERTIFICATE**  
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AT THE REQUEST OF MICHAEL J. BUCK  
THIS 6TH DAY OF FEBRUARY 2018.  
\_\_\_\_\_  
CERTIFICATE NO. L.S. 34145  
PROFESSIONAL LAND SURVEYOR G. PHIL SARGENT



FILE NAME  
BUCK  
DRAWN  
J. GLASER  
CHECKED BY  
GPS  
DATE/REVISED  
3/28/2018  
JOB NUMBER  
1481  
FIELD BOOK NO.  
609



**HOLMVIK, DEWITT, GALLION & ASSOC., LLC.**  
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www.hdgallion.com



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Agreement Between the City &amp; Pierce County for Roadway Construction Services – Mundy Loss Rd</b>	<b>Agenda Date:</b> April 10, 2018		<b>AB18-033</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		X
	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		X
<b>Attachments:</b> Agreement			
<p>SUMMARY STATEMENT: Agreement between the City and Pierce County to have the County complete the TIB grant awarded Mundy Loss Overlay Project. Through this agreement the County will add the project to their 2019 Overlay Program and perform all related contract administration and construction management services, including construction inspection, during construction of the project.</p> <p>The original engineering estimate submitted with the TIB grant application was developed based on having the County complete this work.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: <b>MOTION to Approve the Between the City &amp; Pierce County for Roadway Construction Services – Mundy Loss Rd.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

**CONTRACT  
BETWEEN PIERCE COUNTY AND THE CITY OF BUCKLEY  
REGARDING MUNDY LOSS ROAD EAST IMPROVEMENTS**

**THIS AGREEMENT** is entered into this day by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (herein referred to as "the COUNTY") and the **CITY OF BUCKLEY**, a municipal corporation of the State of Washington (herein referred to as "the CITY").

**SECTION 1.0 AUTHORITY**

The COUNTY and CITY are contracting pursuant to Revised Code of Washington (RCW) 35.77.020 through 35.77.040, as now or hereinafter amended. This Agreement shall not be binding and effective unless and until it is approved by ordinance of the City Council of the CITY and by resolution of the County Council of the COUNTY.

**SECTION 2.0 PURPOSE**

The purpose of this Agreement is to set forth the responsibilities and obligations of the COUNTY and the CITY concerning services requested by the CITY and any costs associated with this work.

**SECTION 3.0 PROJECT**

The PROJECT is the overlay of approximately 1,350 linear feet of Mundy Loss Road East between 112th Street East and State Route 410. This portion of Mundy Loss Road East is a Buckley city street. The CITY was awarded grant funds from the Transportation Improvement Board (TIB) in 2017. During the grant application process, the COUNTY committed to including the CITY's PROJECT in its Annual Overlay Program if TIB funding was obtained.

**SECTION 4.0 COUNTY RESPONSIBILITIES AND OBLIGATIONS**

The COUNTY will perform the following services for the CITY during 2018 and 2019:

- 4.1** Include the PROJECT as a separate "group" in the bid package for the COUNTY's 2019 Overlay Program, expected to advertise in early 2019 for construction in summer 2019.
- 4.2** Provide contract administration and construction management services, including construction inspection, during construction of the PROJECT.
- 4.3** Notify the CITY of any proposed change orders on the PROJECT.
- 4.4** Invoice the CITY and provide supporting documentation for the actual work completed.

**SECTION 5.0 CITY RESPONSIBILITIES AND OBLIGATIONS**

The CITY is responsible for the following contributions to the PROJECT during 2018 and 2019:

- 5.1** Develop draft PROJECT plans and construction estimates, and provide to the COUNTY no later than October 1, 2018.
- 5.2** Address any comments by the COUNTY to the satisfaction of the County Engineer and provide final PROJECT plans and construction estimates no later than December 31, 2018.
- 5.3** Seek and receive TIB approval to award the PROJECT within two (2) weeks of bid opening by the COUNTY.

- 5.4 Review and approve proposed change orders recommended by the COUNTY for the PROJECT.
- 5.5 Pay the COUNTY for its work and reimburse COUNTY for PROJECT costs as summarized in Sections 4.0 and 6.0 by paying COUNTY's invoices within thirty (30) days of receipt.

**SECTION 6.0 COMPENSATION**

The CITY will reimburse the COUNTY for work associated with advertisement and construction of the PROJECT, including any approved change orders per SECTION 4.0 and SECTION 5.0.

The Engineer's construction cost estimate for the PROJECT used in the competitive grant process was \$157,300, excluding construction engineering, construction inspection, or contract administration.

The COUNTY estimates its cost to complete the construction work specified in SECTION 4.0 at ten percent (10%) of the construction cost estimate, or \$15,750. The CITY authorizes the COUNTY to award the above noted project after bid opening and TIB approval. The COUNTY will submit to the CITY, and CITY agrees to pay, an itemized invoice following the execution of each monthly progress pay estimate between the COUNTY and its contractor for actual PROJECT construction labor and material costs.

The CITY will reimburse the COUNTY for the costs invoiced within thirty (30) days of receipt.

**SECTION 7.0 AGREEMENT PERIOD**

The effective date of this AGREEMENT shall be the date that both CITY and COUNCIL councils have approved a fully signed copy of this AGREEMENT. The AGREEMENT shall terminate upon the CITY's payment of the COUNTY's final invoice.

**SECTION 8.0 REGULATIONS AND REQUIREMENT**

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and of CITY and COUNTY.

**SECTION 9.0 TERMINATION**

The COUNTY or CITY may terminate the agreement in whole or in part whenever either party, in its sole discretion, determines that such termination is in its interest. The terminating party must provide forty-five (45) days prior written notice to the non-terminating party, unless waived by the non-terminating party. Each party remains responsible for all obligations incurred under this Agreement prior to the termination date (including the notice period), including payment or reimbursement for work performed prior to termination.

**SECTION 10.0 INDEMNIFICATION AND DEFENSE**

To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents, and volunteers, harmless from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any injury or damage of any kind which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the Party, its elected and appointed officials, employees, agents, or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss, or expense for any injury or damage of any kind is caused by the sole act or omission of the other Party.

The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

**SECTION 11.0 NO THIRD PARTY BENEFICIARY**

The COUNTY does not intend by this agreement to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this agreement to assume any contractual obligations to anyone other than the COUNTY. The COUNTY and the CITY do not intend that there be any third-party beneficiary to this agreement.

**SECTION 12.0 INSURANCE COVERAGE**

The CITY, at its own expense, shall maintain at all times during the course of this Agreement, a general liability insurance policy or other comparable coverage with a self-insured retention of no more than \$2,000,000.00 and a policy limit of no less than \$5,000,000.00.

The COUNTY shall be named as an additional insured on all required policies and such insurance as is carried by the CITY shall be primary over any insurance carried by the COUNTY. The CITY shall provide a certificate of insurance to be approved by the COUNTY Risk Manager prior to execution of this Agreement. The certificate shall be attached to the Agreement.

**SECTION 13.0 NON-DISCRIMINATION**

The COUNTY and the CITY certify that they are Equal Opportunity Employers.

**SECTION 14.0 ASSIGNMENT**

Neither the COUNTY nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

**SECTION 15.0 NOTICE**

Any formal notice or communication to be given by the COUNTY to the CITY under this Agreement shall be deemed properly given if delivered or if mailed postage prepaid and addressed to:

CITY OF BUCKLEY  
933 Main Street  
Post Office Box 1960  
Buckley, WA 98321-1960  
Attention: City Administrator

Any formal notice or communication to be given by the CITY to the COUNTY under this Agreement shall be deemed properly given if delivered or if mailed postage prepaid and addressed to:

PIERCE COUNTY  
Pierce County Planning & Public Works  
4301 South Pine Street, Suite 628  
Tacoma, WA 98409-7207  
Attention: Transportation Improvement Manager

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the CITY or the COUNTY, by giving notice thereof to the other as herein provided.

#### **SECTION 16.0 CITY AND COUNTY AS INDEPENDENT CONTRACTORS**

Both the CITY and the COUNTY are, and shall at all times be deemed to be independent contractors. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the CITY and the COUNTY or any of the CITY's or COUNTY's agents or employees. The CITY and the COUNTY shall each retain all authority for services rendered, standards of performance, control of personnel, and other matters incident to the performance of services by the CITY and the COUNTY, respectively, pursuant to this Agreement.

#### **SECTION 17.0 INDUSTRIAL INSURANCE WAIVER**

With respect to the performance of this Agreement and as to claims against the COUNTY, its officers, agents, and employees, the CITY expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend, and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the CITY. This waiver is mutually negotiated by the parties to this Agreement.

#### **SECTION 18.0 APPLICABLE LAW, VENUE, AND ATTORNEY FEES**

This Agreement shall be governed, construed, and interpreted according to the laws of the State of Washington. Venue for any legal proceeding related to this Agreement shall be in any of the three superior courts authorized by RCW 36.01.050 for actions against Pierce County. The Parties shall be responsible for their own attorney fees and costs.

#### **SECTION 19.0 WAIVER**

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

#### **SECTION 20.0 ENTIRE AGREEMENT**

This written Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

**SECTION 21.0 AMENDMENT**

Either party may request changes in the Agreement. No such modification, however, shall be effective unless in writing and signed by duly authorized agents of both Parties.

**SECTION 22.0 SEVERABILITY**

If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF BUCKLEY**

**PIERCE COUNTY**

\_\_\_\_\_  
CITY MAYOR Date

\_\_\_\_\_  
DEPARTMENT DIRECTOR Date

\_\_\_\_\_  
CITY ADMINISTRATOR Date

\_\_\_\_\_  
DEP. PROSECUTING ATTY Date  
(approve as to form)

\_\_\_\_\_  
PUBLIC WORKS SUPERINTENDENT Date

\_\_\_\_\_  
FINANCE Date

\_\_\_\_\_  
CITY ATTORNEY Date  
(approve as to form)

\_\_\_\_\_  
RISK MANAGER Date



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>MOU with Pierce County DEM for use of the Pierce County Emergency Notification System (PCWARN)</b>  Cost Impact: \$0 Fund Source: Timeline: Effective through 01/31/2020	<b>Agenda Date: April 10<sup>th</sup>, 2018 AB18-034</b>		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		
	City Administrator – Dave Schmidt		
	City Attorney – Phil Olbrechts		
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		X
	Parks & Rec Dept – Julie Bevaart		
	Planning Dept – Kathy Thompson		
Police Dept – Chief Arsanto			
Municipal Court – Jessica Cash			
PW/Utilities – Chris Banks			
<b>Attachments:</b> Proposed Memorandum of Understanding			
<b>SUMMARY STATEMENT:</b>  Pierce County, through the Pierce County Department of Emergency Management, operates a mass notification system using the Everbridge® platform. Pierce County, with an approved Memorandum of Understanding (MOU), allows other jurisdictions within Pierce County to access and use the mass notification system within the terms and policies of use.  Pierce County has proposed an MOU, which if executed by the City of Buckley, will allow the City’s use of the Everbridge® mass notification system in accordance with the terms of the MOU. Pierce County is proposing no cost associated with the approval and acceptance of the MOU.  Staff recommends approval of the proposed memorandum of understanding.			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> Presented to Committee on April 10 <sup>th</sup>			
<b>RECOMMENDED ACTION: A MOTION authorizing the Mayor to execute the Memorandum of Understanding with Pierce County Emergency Management for the city’s use of the PCWARN System.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	



# Pierce County

Department of Emergency Management

Finance Division  
2501 South 35<sup>th</sup> Street, Suite D  
Tacoma, Washington 98409-7405  
(253) 798-6595 • FAX (253) 798-3307

**LOWELL PORTER**  
Director

**ELLEN LENK**  
Finance Division Manager

March 5, 2018

Attn: Alan Predmore, Fire Chief  
City of Buckley Fire Dept.  
933 Main Street  
P O Box 1960  
Buckley, WA 98321

Dear Chief Predmore,

Enclosed are two original copies of the PCWARN agreement between Pierce County Emergency Management and the City of Buckley Fire Department.

Please review and return both signed originals to:

Pierce County Emergency Management  
Attn: Bo Greenfield  
2501 S 35<sup>th</sup> St., Suite D  
Tacoma, WA 98409

We will return one, fully executed original to you once all signatures are obtained.

Should you have any questions regarding travel feel free to call Bo Greenfield at 253-798-2213.

Thank you,

A handwritten signature in blue ink that reads "Ellen Lenk".

Ellen Lenk  
Finance Division Manager

## MEMORANDUM OF UNDERSTANDING

### Pierce County Emergency Notification System Use Agreement

This Agreement is made and entered into by and between **PIERCE COUNTY**, (hereinafter referred to as "County") and the City of Buckley (hereinafter referred to as "Agency") pursuant to RCW § 39.34.

#### Contact Information:

City of Buckley Fire Dept  
933 Main Street  
P O Box 1960  
Buckley, WA 98321  
Contact: Alan Predmore, Fire Chief

Pierce County Emergency Management  
2501 South 35<sup>th</sup> Street, Suite D  
Tacoma, Washington 98409  
Phone: 253-798-6595  
Contact: Mike McCaffree, DEM Manager

#### TERM:

Start: Upon full execution February \_\_\_\_, 2018.  
End: January 31, 2020

#### INTRODUCTION: AGREEMENT

The County's Notification System is a mass alert and warning electronic system that will be used to disseminate security-related information to essential staff, Government Officials, critical infrastructure groups, and continuity of operations strategic teams. Notification System messages may be launched for an incident ranging from critical life and death emergencies to informational notices to specified groups.

The County's Department of Emergency Management (DEM) has planned for this system to be shared with county departments, additional local governments and agencies, at no costs to these agencies. The purpose of this Agreement is to formalize procedures and operational responsibilities for data maintenance and activation of the Notification System. Each of the aforementioned parties is responsible for various components of the overall maintenance and operation of the PCWARN Emergency Notification System.

#### DEFINITIONS:

Pierce County Mass Notification Executive Steering Committee – A multi-discipline, multi-jurisdictional committee, with executive level authority who provide policy and guidance direction for the use of alert and warning systems within Pierce County.

Account Administrator – A member of the County DEM staff who has been given full administration rights to manage all features of the PCWARN System.

Agency Administrator (Sub-Account Administrator) – A system user that has the authority to manage all system features within PCWARN System sub-account.

System User – A PCWARN System user who has been given elevated permissions for one or more groups.

Agency Contacts – The Agency members, contact information, and groups that the Agency manages related to the PCWARN System. The Agency is the owner of this data.

"Emergency Priority Broadcast" messages sent using the PCWARN System are to be initiated only in those situations when an emergency exists that poses a threat to life and property. In these instances, the Agency or the designated Agency Incident Manager, should notify relevant First Response agencies having jurisdiction over Agency, and must also notify the Pierce County Duty Officer as soon as possible following the launch of the emergency message. As soon as possible, the Agency will provide the Duty Officer with the exact text of the message that was initiated.

"Standard Priority Broadcast" - Priority broadcasts can be sent immediately, scheduled for a specific time or saved to be sent at some later time as of yet unspecified. It should not be related to any immediate threat to life or property.

### **Agency Agrees:**

1. To maintain sole ownership and custodian of its PCWARN System. the Agency agrees to maintain their contacts and groups related to Agency PCWARN System missions, plans and policies;
2. To respond to any requests for Agency PCWARN System;
3. To assume full responsibility for the PCWARN System messages sent by the Agency which may include fielding calls from recipients to clarify the Agency message, handle questions from the media, and address any concerns of elected officials or Agency leadership;
4. To use a Agency return number in the "caller ID" field and in "content message," and a Agency e-mail address in the "sender" field when sending a PCWARN System message;
5. To become familiar with and abide by the PCWARN System policy and guidance direction set forth by Pierce County Mass Notification Executive Steering Committee; (Exhibit A)
6. To identify Agency Administrators and Agency PCWARN System. Users and ensure they are trained in the proper use of the system;
7. To advise all potential Agency staff and volunteers using the PCWARN System of how the Agency will contact them;
8. To notify the County DEM Duty Officer as soon as possible when sending a PCWARN System emergency message;
9. To develop and follow Agency PCWARN System policy and plans when sending messages;
10. To allow County DEM to access PCWARN System report and data for the purpose of identifying how the system is being used;
11. To provide County input on how the PCWARN System or the training might be improved and be willing to share best practices with County DEM who will, in turn, share with other County Users;
12. To notify County DEM when there are any software problems with the PCWARN System; and

13. To comply with the PCWARN System requirements imposed upon Pierce County by Vendor. (Exhibit B)

**County Agrees:**

1. To provide PCWARN System training to the Agency Organization and Group Leaders on the policy, guidelines, and technical use of the system at no cost to the Agency
2. To provide the Agency suggested PCWARN System operating procedure documentation;
3. To provide 24 hour access to the PCWARN System for the Agency at no cost to the Agency;
4. To assist the Agency with PCWARN System if requested; and
5. To route feedback on how the PCWARN System might be improved to the vendor.

**GENERAL TERMS & CONDITIONS**

1. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

2. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

3. CHANGES AND MODIFICATIONS:

Any such changes that are *mutually agreed upon* by the parties to this Agreement shall be incorporated herein by signed, written amendment to this Agreement. Any oral understanding or Agreements not incorporated herein, shall not be binding.

4. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect activations of the PCWARN System usage and maintenance that has been conducted. These records shall be subject to inspection, review or audit by personnel of the parties, other personnel duly authorized by the parties, the Office of the State Auditor, and federal officials if so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years and the Office of the State Auditor, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claims, or audit finding has been resolved, even though such litigation, claim, or audit continues past the six year retention period. This provision is not intended to alter or amend records retention requirements established by applicable state and federal laws.

PCWARN System Records and other PCWARN System documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed.

5. DISPUTES -- Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the Agency, a representative appointed by the County, and a neutral party mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

6. GOVERNING LAW AND VENUE: This Agreement shall be deemed to be made in the County of Pierce, State of Washington, and the legal rights and obligations of the County and the Agency shall be determined in accordance with the laws of the State of Washington. All legal actions in connection with this Agreement shall be brought in the County of Pierce, State of Washington.

7. TERMINATION:

a) If, through any cause, any party shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if any party shall violate any of its covenants, conditions, or stipulations of this Agreement, the non-breaching party shall thereupon have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after submitting written notice to the breaching party describing such default or violation.

b) Notwithstanding any provisions of this Agreement, any party may terminate this Agreement by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

8. ASSIGNMENT

The PCWARN System to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by any party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

9. WAIVER

A failure by any party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

10. SEVERABILITY

The provisions of this Agreement are hereby declared to be separate and severable, and the invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Agreement or the invalidity of its application to any person or circumstance shall not affect the validity of its application to other persons and circumstances.

11. INDEMNIFICATION AND HOLD HARMLESS

11.1 To the maximum extent permitted by law, the County shall protect, defend, indemnify, and hold harmless the Agency, its officers, officials, employees, and agents from any and all costs, claims, demands, suits, actions, judgment, and/or awards of damages, including but not limited to attorney's fees and costs, to the extent arising out of, or in any way resulting from the County's negligent performance of its obligations under this Agreement.

11.2 To the maximum extent permitted by law, the Agency shall protect, defend, indemnify, and hold harmless the County, its officers, officials, employees, and agents from any and all costs, claims, demands, suits, actions, judgment, and/or awards of damages, including but not

limited to attorney's fees and costs, to the extent arising out of, or in any way resulting from the Agency's negligent performance of its obligations under this Agreement.

11.3 The indemnification, hold harmless, and/or waiver obligations described in this Agreement in paragraphs 11.1 and 11.2 shall survive the termination of this Agreement.

12. Counterparts.

This Agreement may be executed in one or more counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

13. Property Ownership.

No ownership of property will transfer as a result of this Agreement.

14. No Third Party Beneficiaries.

This Agreement is entered into solely for the mutual benefit of the two Parties. This Agreement is not entered into with the intent that it shall benefit any other person or entity and no other such person or entity shall be treated as a third-party beneficiary of this Agreement.

15. Legal Obligations.

This Agreement does not relieve either party of any obligation or responsibility imposed upon it by law.

16. Effectiveness and Duration.

This Agreement is effective upon the date of execution by both Parties and will remain in effect for three years from the date of execution unless terminated sooner by either Party and may be extended by mutual agreement of the Parties.

**[SIGNATURE PAGE FOLLOWS]**



## EXHIBIT A

### Pierce County Mass Notification & Protocols

**Policy:** It is the policy of all Pierce County Public Safety and Emergency Management departments to make timely notification to the County's residents, businesses, and governmental departments when a critical incident occurs within the County and when such an incident has the potential to affect the health and welfare of the citizens, environment, or economy of Pierce County. Additionally, it is the policy of Pierce County to utilize, when appropriate, a mass notification system to distribute timely non-emergency information to residents who opt to receive such non-emergency information in accordance with the capabilities of the mass notification system.

**Purpose:** The purpose of this policy is to establish Pierce County guidelines for the use of mass notification systems for notifying the public of emergency situations. It is also the purpose of this policy to establish guidelines for the use of mass notification systems for non-emergency or special event notifications to the public.

#### Procedure

#### Definitions

1. **Mass Notification System:** A telecommunications system capable of broadcasting messages to large numbers of people through multiple means including telephone, electronic mail, facsimile, and text paging.
2. **Emergency condition:** A situation in which the health and welfare of a person is at risk or is likely to be affected.
3. **Non-emergency condition:** A situation in which there is a need to notify the public however, such notification is not associated with an emergency.

#### General

1. System access and authorization shall be the responsibility of the Director of Pierce County Department of Emergency Management or his designee(s).
2. The department, authorizing official, or Command level responder who is responsible for the content and distribution of each message in question shall provide a clear point of contact for additional information regarding that particular message and will be responsible for addressing media inquiries, citizen complaints, or follow up.
3. With the exclusion of the public safety departments, the department heads responsible for sending out a mass notification message shall complete and forward the "After Action Report" form to the Director of Pierce County Department of Emergency Management office for review and record keeping. These reports will be available for periodic review by the Mass Notification Executive Committee.
4. The mass notification system is generally to be used when the public is being asked to take emergency or non-emergency action.
5. While the mass notification system can be used for special and other non-emergency events, where the public may be impacted, these types of notifications will require advanced notice and a stricter approval process. This is necessary so as not to "de-sensitize" the public to the importance of receiving real emergency mass notification messages.

6. Messages distributed through the mass notification system must be clear, concise and actionable.

## **EMERGENCIES**

The database of 9-1-1 telephone numbers **is for emergency use only** and shall not be available for non-emergency notifications.

1. The Pierce County Department of Emergency Management will be responsible for the operation of the emergency mass notification system.
  - a. When an emergency condition exists, Pierce County Duty Officer's, PSAP Supervisors, or Incident Command level staff may initiate the activation of Pierce County's mass notification system, at the request of any authorized Public Safety representative (PSAP, Law Enforcement, Fire Department, or authorized Public Safety Official).
  - b. Activation of the mass notification system will occur when in the judgment of designated leaders; the use of the system will be effective in life-safety situations, and reducing the risk of injury to residents, the environment, and the economy.
  - c. The Director of Pierce County Department of Emergency Management will be notified when such a condition exists and informed of the requested use of the mass notification system.

## **NON-EMERGENCY**

1. The County's mass notification system may be used to contact local government departments and employees; and residents and businesses in the following non-emergency situations. This list is not intended to be all inclusive but to illustrate the types of non-emergency conditions that may prompt use of the mass notification system.
  - a. Special Events that may impact the public
  - b. Transportation problems to include road, rail and air
  - c. Significant police or fire activity
  - d. Public health situations (boil water orders, etc.)
  - e. Crime information (Be-On-the-Lookout, etc.)
  - f. County program updates (Snow removal, storm debris collection, disaster recovery, FEMA registration, etc)
2. Multiple notifications on the same subject matter or within a short time frame should be avoided so as to not annoy or frustrate the public.
3. Non-emergency notifications will generally occur between the hours of 9:00 a.m. and no later than 8:00 p.m. unless circumstances require the message to be sent outside of that time frame. Messages not fitting this time frame will only be approved by the Director of Pierce County Department of Emergency Management.
4. All non-emergency notifications shall be submitted to the Director of Emergency Management's office using the, "For Non Public Safety Broadcast Request" form in advance of the launch. The proposed message and launch schedule will be reviewed for compliance with this policy. An exception to this direction would be a program cancellation such as emergency closure of government offices and schools due to severe weather conditions.
5. Non-emergency notifications are intended for the dissemination of government related program information. Use of the mass notification system for the dissemination of the following types of messages is prohibited.
  - a. Any message of a commercial nature
  - b. Any message of a political nature
  - c. Any non-official business (e.g. articles, retirement announcements, etc)

### **Coordination of Notification Systems**

Certain situations will require coordinated use of mass notification systems. A number of Pierce County cities and neighboring counties employ the use of mass notification systems. City of Puyallup, University Place, City Auburn and some Pierce County school districts and Universities are among the entities that utilize similar notification systems.

The needs of the County and the needs of other system users may differ. In such situations it is important that the use of the mass notifications system is coordinated so as to eliminate multiple messages with the same or similar content and to eliminate conflicting messages.

The staff member responsible for disseminating a particular message must take into consideration the importance of this type of coordination.

In all instances, both emergency and non-emergency, all PSAPS and emergency dispatch centers in Pierce County must be notified prior to a launch of a mass notification message!

### **Determination of Notification Group**

A mass notification can be sent to all County residents or to a select group of residents based on specific criteria such as address, location within a hazard radius, or other proximity to a hazard.

The Duty Officer or authorized staff member responsible for disseminating a particular message must take into account the seriousness of the situation, the location of the incident and ensure that the notification is sent to the appropriate group. In an emergency situation mass notifications should be sent to the smallest notification group in order to reduce unnecessary anxiety or panic among residents.

### **Privacy Policy**

It is the policy of Pierce County Government to preserve and protect the integrity and the privacy of personnel data that is collected for use with the County's mass notification system. Such data includes personal contact information including work phone numbers, pager numbers, cellular telephone numbers, and e-mail addresses.

No personal data will be disseminated or disclosed, from the master telephone databases received from citizens, businesses, and government employees and their agencies, for use with the Pierce County emergency mass notification system. It is understood that the notification data received from citizens, businesses, and government employees and their agencies contains proprietary information that is designated "for emergency use only" and that such data contains otherwise unpublished and unlisted telephone numbers that are not to be disseminated.

## EXHIBIT B



- [Why Everbridge](#)
- [Products](#)
- [Solutions](#)
- [Resources](#)
- [Our Company](#)

### Acceptable Use Policy

Everbridge has prepared this Acceptable Use Policy (“AUP”) as a guide for its clients to understand the intended and permissible uses of our service. This AUP sets forth guidelines for acceptable use of the applicable Everbridge service(s) (the “Service(s)”) by Client and its users.

The Services must be used in accordance with the guidelines for each Service. The guidelines for each Service product are set forth within the applicable Product Inclusion Sheet and the Support Services Guide.

#### **Prohibited Uses**

You may use the Service only for lawful purposes and in accordance with this AUP. You may not:

- Use the Service in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries)
- Use the Service for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise
- Use the Service to transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter”, “spam” or any other similar solicitation
- Impersonate or attempt to impersonate Everbridge, an Everbridge employee, another user or any other person or entity, including by utilizing another user’s identification, password, account name or persona without authorization from that user
- Use the Service in any manner that could disrupt, disable, overburden, damage, or impair the Service for you or others (including the ability to send timely notifications through the Service), via various means including overloading, “flooding,” “mailbombing,” “denial of service” attacks, or “crashing”
- Use any robot, spider or other automatic device, process or means to access the Service for any purpose, including monitoring or copying any of the material
- Use any manual process to monitor or copy any of the material made available through the Service or for any other unauthorized purpose without our prior written consent
- Use any device, software or routine, including but not limited to, any viruses, trojan horses, worms, or logic bombs, that interfere with the proper working of the Service or could be technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer or database connected to the Service.
- Attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without Everbridge’s express written consent.
- Take any action in order to obtain services to which such client is not entitled

- Attempt any action designed to circumvent or alter any method of measuring or billing for utilization of the Service
- Otherwise attempt to interfere with the proper working of the Service

### **Everbridge Rights and Remedies**

If Client becomes aware of any content or activity that violates this AUP, Client shall take all necessary action to prevent such content from being routed to, passed through, or stored on the Everbridge network and shall promptly notify Everbridge. Client's failure to comply with this AUP may result in Everbridge taking action anywhere from a warning, to a suspension or termination of Service. Everbridge will endeavor to provide notice to Customer prior to any suspension or termination of Service, but may immediately suspend or terminate in instances where continued provision of Service may cause significant harm to Everbridge, the Service or other clients.

### **Changes to the Terms of Use**

Everbridge reserves the right to modify this AUP from time-to-time, in its sole discretion, effective upon posting a revised copy of the Acceptable Use Policy on <http://www.everbridge.com/aup>. Any use of Everbridge network and Services after such modification shall constitute acceptance of such modification. Any violation shall be sent to <http://www.everbridge.com/contact-us>.

### **Equal Employment Opportunity**

Everbridge, Inc., is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

## D. CONSENT AGENDA

**City Council**  
**March 27, 2018**

Mayor Johnson called the regularly scheduled meeting to order at 7:01 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, Fire Chief Predmore, Assistant Fire Chief Skogen and Fire Captain Long.

Mayor Johnson added a presentation for Captain Long to the agenda with no other additions, deletions, or changes to the agenda. **Council member Tremblay moved to approve the amended agenda as presented. Council member S. Smith seconded the motion. Motion carried.**

Mayor Johnson presented a plaque to Captain Long for nearly twenty-nine and a half years of service. Fire Chief Predmore presented Captain Long with his retirement badge, and Assistant Fire Chief Skogen presented Captain Long his last fire helmet.

**CITIZEN PARTICIPATION**

Mayor Johnson read a Proclamation for the Pierce County Reads program.

**STAFF REPORTS**

Public Works Utility Superintendent Banks stated that the Public Works building project is about three weeks from being finished.

Police Chief Arsanto stated that bids are starting to come in for the garage project at the Police Station.

City Administrator Schmidt stated that construction has started on Hwy 410 at the old nursery which will be the Blue Rooster, a restaurant, deli and gift shop. We had pre-application meetings with Blue Max Meats who is going to add an addition to the building for a small grocery store, as well as with a gentleman at 419 Main St. who is going to make an old house into a bakery with three studio apartments above. The Finance, Admin & Public Safety Committee discussed the issue of impact fees and looked over an impact fee incentive ordinance that will be coming to the Council at the next meeting.

**MAIN AGENDA**

**Army Corps – Mud Mt. Dam Construction Presentation:**

**Leah Hauenstein – US Army Corps of Engineers 4735 E. Marginal Way S. Seattle, WA 98124**

Leah Hauenstein gave a presentation on the Mud Mt. Dam Construction Project and answered questions or concerns from the Council.

**ORD 03-18 – Adopting 2018 Stormwater Management Program:**

Council member S. Burkett moved to Approve ORD No. 03-18 Adopting an updated 2018 Stormwater Management Program. Council member Tremblay seconded the motion. Upon roll call vote, motion carried 7/0.

**ORD 04-18 – Emergency Moratorium – Marijuana Production & Processing - Citywide:**

Council member Smith moved to Approve ORD No. 04-18 Adopting an Emergency Six Month Moratorium on Marijuana Production & Processing Citywide. Council member Bender seconded the motion. Upon roll call vote, motion carried 7/0.

**ORD 05-18 – Adopting 2018 Water System Comprehensive Plan:**

Council member Tremblay moved to Approve ORD No. 05-18 Adopting the 2018 Water System Comprehensive Plan. Council member Smith seconded the motion. Upon roll call vote, motion carried 7/0.

**RES 18-02 – Amending Taxes, Rates & Fees Schedule – Revision #26:**

Council member Smith moved to Approve RES No. 18-02, amending the City's Taxes, Rates & Fees Schedule, Revision #26. Council member S. Burkett seconded the motion. Motion carried.

**Bid Award – River Avenue Reconstruction Project - TIB:**

Council member Tremblay moved 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. Council member Leggett seconded the motion. Motion carried.

**Agreement – Collection Services – AllianceOne:**

Council member S. Burkett moved to Approve the Agreement between the City and AllianceOne for Collection Services. Council member Tremblay seconded the motion. Motion carried.

**MOA for Cooperative Planning – Foothills Trail Buckley Trailhead:**

Council member Tremblay moved to Approve the Memorandum of Agreement between the City and Pierce County for Cooperative Planning for the Foothills Trail Buckley Trailhead. Council member Smith seconded the motion. Motion carried.

**CONSENT AGENDA**

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

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

Claim check numbers 58178 through 58195, in the amount of \$46,328.30, for the period of March 14, 2018 through March 27, 2018 are hereby approved and ordered paid this 27<sup>th</sup> day of March, 2018.

## **COMMITTEE REPORTS**

### **Mayor's Report:**

Mayor Johnson stated that an email was distributed to all Council members regarding an individual interested in being a member of the Planning Commission; Mayor Johnson has appointed David Griffin to the Planning Commission. The last trip to Washington DC with AWC was very busy and informative. Lastly, on May 19<sup>th</sup> will be the S. Prairie Trail ribbon cutting.

### **Administration, Finance & Public Safety:**

Council member Tremblay stated they met this morning. LeMay Mobile Shredding will be hosting the Citywide shred event on May 12<sup>th</sup>. Captain Long has retired from the Fire Station and today is his last day. Impact fees and an impact fee incentive ordinance were discussed and will be coming to the next Council meeting. Next meeting will be April 10<sup>th</sup>.

### **Transportation & Utilities:**

Council member B. Burkett stated they met and discussed the status of the Public Works building; the Public Works Department is still looking into a mower, and they discussed the farm lease with Ken Carol, which will be coming up. Lastly, a discussion was started on low income rates. Next meeting will be April 17<sup>th</sup>.

### **Community Services:**

Council member S. Burkett stated they discussed the cemetery expansion as well as getting our laptops to IT Frazier at the Fire Station to get them updated. Next meeting will be April 19<sup>th</sup>.

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

None.

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

**With nothing further the meeting was adjourned at 8:14 PM.**

---

Mayor

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City Administrator

**CITY COUNCIL  
STUDY SESSION**

**April 3, 2018**

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

Mayor Pro Tem Tremblay called the Study Session to order at 7:00 PM.

Mayor Pro Tem Tremblay opened the meeting with Police Chief Arsanto discussing current staffing levels and concerns within the Police Department, and discussion of a 5-year staffing plan he would like to see for the Department. The Council, Chief Arsanto and Assistant Chief Northam had a lengthy discussion about what the 5-year plan looks like for both the Council and Department.

Mayor Pro Tem Tremblay addressed what Youth Adult Empowerment means to him and what he would like to see with this program. During a group discussion the Council gave input on what they would like to see with this program and the next possible steps.

---

City Administrator Dave Schmidt

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Mayor Pat Johnson

CITY OF BUCKLEY		Mar 31 2018	TRANSFER VOUCHER	
From Fund #	NAME	AMOUNT	To Fund #	NAME
	Bars Number			Bars Number
1	General Fund	\$ 274,585.68		Payroll Fund
		\$ 96,591.19		Claims Fund
	597.00.00.10		101	Street Operations
	597.00.80		7	PD Equip & Maint
	597.00.22		3	G F Contingency
	597.00.40	\$ 100.00	430	Utility Equip Res
	597.00.65	\$ 416.00	2	Contingency Reserve Fund
101	Street Operations	\$ 4,632.49		Payroll Fund
		\$ 7,919.25		Claims Fund
	597.00.00	\$ 42.00	430	Utility Equip Res
	597.00.50.30		1	General Fund Insurance Portion
	597.20.00	\$ 4,000.00	1	General Fund Admin
	597.30.00	\$ 1,000.00	102	Street Capital Improvements
	597.50.00.70	\$ 41.00	1	General Fund Dispatch
102	Street Capital Imp			Payroll Fund
		\$ 27,491.48		Claims Fund
	597.10.00.30	\$ 315.64	1	General Fund Invest Int
	597.10.00.31	\$ 4,225.00	1	General Fund Project Admin
4	Cemetery			Payroll Fund
				Claims Fund
	597.00.00	\$ 83.00	430	Utility Equip Res
	597.00.50.30		1	General Fund Insurance Portion
105	EMS	\$ 7,707.75		Payroll Fund
		\$ 1,949.85		Claims Fund
	597.90.00	\$ 500.00	030/131	Fire Equip/EMS Res
	597.90.00.40	\$ 125.00	30	Fire/EMS Bunkers
7	PD Maint RES			Payroll Fund
		\$ 1,257.80		Claims Fund
	597.10.10.50		1	General Fund
	597.10.00.20		307	Capital Improvement
8	Railroad ROW	\$ 2,471.51		Payroll Fund
				Claims Fund
	597.00.00.45		1	General Fund Park
	597.00.50.30		1	General Fund Insurance Portion
	597.00.00.46	\$ 83.00	430	Utility Equip Reserve
	597.00.00.47		35	Park Construction
	597.00.00.48		307	Capital Improvement
	597.00.00.49		307	Capital Improvement

	<b>From Fund #</b>			<b>To Fund #</b>	
	<b>NAME</b>	<b>AMOUNT</b>		<b>NAME</b>	
	Bars Number				Bars Number
109	Criminal Justice			Payroll Fund	
				Claims Fund	
	597.10.00.20	\$ 4,167.00	7	PD Maint Res	397.00.00
30	Fire Equip& EMS Res			Payroll Fund	
				Claims Fund	
134	Fire Station Const			Payroll Fund	
		\$ 576.72		Claims Fund	
	597.10.00.30	\$ 67.63	202	Invest Int Fire Stat Bond Fund	397.00.40
35	Park Construction			Payroll Fund	
		\$ 166.88		Claims Fund	
	597.10.00.10		1	General Fund Invest Int	397.00.40 St Merge
136	Visitor Promo & Dev			Payroll Fund	
		\$ 728.46		Claims Fund	
	597.10.00.10	\$ 96.04	1	General Fund Invest Int	397.00.40
	597.51.00.30		1	General Fund Insurance Portion	397.60.90
	597.52.00.60		1	General Fund Admin	397.60.91
701	Cemetery Improve			Payroll Fund	
				Claims Fund	
307	Capital Imp			Payroll Fund	
		\$ 40,397.63		Claims Fund	
	597.10.00.10	\$ 469.95	1	General Fund Invest Int	397.00.40
	597.10.00.31	\$ 530.00	1	General Fund Project Admin	397.60.99
308	Comp Plan Cap Imp	\$ 2,763.37		Payroll Fund	
				Claims Fund	
401	Natural Gas			Payroll Fund	
				Claims Fund	
	6.0% Tax	533.10.54	\$ 3.00	1 General Fund Business Tax	316.43
		597.00.00.70		1 General Fund	397.60.93
	<b>From Fund #</b>			<b>To Fund #</b>	
	<b>NAME</b>	<b>AMOUNT</b>		<b>NAME</b>	

	Bars Number			Bars Number	
402	Water Sewer Rev		\$ 75,008.07	Payroll Fund	
			\$ 55,536.87	Claims Fund	
	10.0 % Tax Water	534.10.54	\$ 6,345.57	1 General Fund Business Tax	316.42
	10.0 % Tax Sewer	535.10.54	\$ 17,140.82	1 General Fund Business Tax	316.44
		597.00.00.50	\$ 542.00	1 General Fund Dispatcher	397.00.60
		597.00.00.51	\$ 6,768.00	1 General Fund Admin Water	397.60.10
		597.00.00.52	\$ 8,363.00	1 General Fund Admin Sewer	397.60.10
	W	597.00.00.53		1 General Fund Insurance Portion	397.60.60
	S	597.00.00.55		1 General Fund Insurance Portion	397.60.60
		597.00.00.70	\$ 69,874.00	405 Sewer Improve Fund	397.00.00 St Merge
		597.00.00.80	\$ 20,105.00	406 Water Improve Fund	397.00.00 St Merge
		597.00.00.40	\$ 2,084.00	430 Utility Equip Res	397.00.40
		597.00.90		308 Comp Plan Cap Imp	397.10.60
		535.10.41		1 General Fund Planning	345.81.00
403	Solid Waste		\$ 66,430.91	Payroll Fund	
			\$ 8,362.73	Claims Fund	
	10.0 % Tax	537.10.54	\$ 8,362.73	1 General Fund Business Tax	316.45
		597.00.00.10	\$ 5,112.00	1 General Fund Admin	397.60.40
		597.00.00.55		1 General Fund Insurance Portion	397.60.83
405	Sewer Ext & Replace		\$ 870.99	Payroll Fund	
			\$ 729.00	Claims Fund	
		597.10.00.31	\$ 729.00	1 General Fund Project Admin	397.60.96
406	Water Ext & Replace		\$ 6,141.95	Payroll Fund	
			\$ 1,264.00	Claims Fund	
		597.10.00.31	\$ 1,264.00	1 General Fund Project Admin	397.60.97
407	Storm Drain Op & Maintenance		\$ 16,175.38	Payroll Fund	
			\$ 8,994.80	Claims Fund	
	10 % Tax	531.30.44.01	\$ 4,565.23	1 General Fund Business Tax	316.48
		597.00.00	\$ 1,250.00	430 Utility Equip Res	397.00.50
		597.00.00.10	\$ 8,986.00	408 Storm Drain Cap	397.00.30 St Merge
		597.00.00.20	\$ 6,190.00	1 General Fund Admin	397.60.40.10
		597.00.00.53		1 General Fund Insurance Portion	397.60.71
		597.00.00.57	\$ 42.00	1 General Fund Dispatcher	397.60.21
		597.00.75		308 Comp Plan Cap Imp	397.10.70
430	Utility Equip Res			Payroll Fund	
				Claims Fund	
		597.10.00.10	\$ 2.95	1 General Fund Invest Int	397.00.40
	<b>From Fund #</b>			<b>To Fund #</b>	
	<b>NAME</b>		<b>AMOUNT</b>	<b>NAME</b>	

	Bars Number			Bars Number
202	Fire Stat Const Bond Debt Svcs			Claims Fund
408	Stormwater Cap Project	\$ 485.27		Claims Fund
	597.00.10		307	Capital Improvement
	597.10.00.31	\$ 423.00	1	General Fund Project Admin
103	TBD	\$ 23.20		Claims Fund
	597.00.00	\$ 4,167.00	101	City Street
	597.30.48	\$ 6,792.00	101	City Street
3	General Fund Contingency			
	597.00.30.00	\$ 9,281.86	1	General Fund Invest Int
				397.00.45 St Merge
	Total Investment Interest to 202	\$ 67.63		
	Total Investment Interest to 001	\$ 10,166.44		
	Total Payroll	\$ 383,344.25		
	Total Claims	\$ 315,563.25		
	Total Treasurer checks	\$17,311.41		
	Date Approve by Council April 10, 2018			Finance Director Sheila Bazzar, PFO/CMC

## E. COMMITTEE REPORTS