



**BUCKLEY CITY COUNCIL MEETING AGENDA**  
**August 14, 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 #14-18  
Next Resolution #18-07  
Next Agenda Bill #AB18-067

**A. Citizen Participation**

Marvin Sundstrom – Rainier Gateway

*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. | Equipment Maintenance Agreement (WWTP & PW) – Cummins, Inc.         | Pg.14 |
| 2. | DOL Contract – Court  | Pg.20 |
| 3. | Final Acceptance – Public Works Building Remodel Project            | Pg.35 |
| 4. | Consideration of Sundstrom Purchase Offer for PC Parcel #8000050200 | Pg.47 |

**D. Consent Agenda**

Pg.51

- |    |    |  |  |
|----|----|--|--|
| 5. | A. | Approve Minutes of July 24, 2018 City Council Meeting        |  |
|    |    | Approve Minutes of August 7, 2018 City Council Study Session |  |
|    | B. | Claims   |  |
|    | C. | Transfer Voucher   |  |
|    | D. | Payroll  |  |

**E. Committee Reports**

- |     |   |            |
|-----|---|------------|
| 6.  | Mayor’s Report                              | Johnson    |
| 7.  | Administration, Finance & Public Safety     | Tremblay   |
| 8.  | Transportation & Utilities                  | B. Burkett |
| 9.  | Community Services                          | S. Burkett |
| 10. | 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**

Aug 13	10:30 AM	Buckley Hall Board
Aug 14	9:30 AM	Admin, Finance & Public Safety (City Hall)
Aug 14	7:00 PM	City Council
Aug 16	1:00 PM	Community Services
Aug 20	7:00 PM	Planning Commission
Aug 21	7:00 PM	Transportation & Utilities (City Hall)
Aug 28	9:30 AM	Admin, Finance & Public Safety (City Hall)
Aug 28	7:00 PM	City Council

**The above meetings will be held in the Multi-Purpose Center located at 811 Main Street unless otherwise noted.**  
*Last Revised August 7, 2018*

# August 2018



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

Fall Meeting Schedule  
“2019”  
Budget  
Preparation

# August 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14 <i>Council</i>	15 <i>Joanne 9 AM</i>	16 <i>Alan P 9 AM</i> <i>Julie B. 3 PM</i>	17	18
19	20 <i>Chris B. 3 PM</i>	21 <i>Mike 9 AM</i> <i>Shane 3 PM</i>	22 <i>Jessica C 9 AM</i> <i>Jim A. 3 PM</i>	23 <i>Chris B. 9 AM</i>	24	25
26	27 <i>Sheila 9 AM</i>	28 <i>Council</i> <i>Jim D. 9 AM</i>	29	30	31	

# September 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 <i>Labor Day—Holiday</i>	4 <i>Council Workshop</i>	5	6	7	8
9	10	11 <i>Council Committee 9:30 AM A/F/PS Budget(1)</i>	12	13	14	15
16	17	18 <i>Committee 7:00 PM T/U Budget (1)</i>	19	20 <i>Committee 1:00 PM CS Budget (1)</i>	21	22
23	24	25 <i>Council</i>	26	27	28	29
30						

# October 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 <i>Council Workshop</i>  <i>Committee 9:30 AM</i> <i>A/F/PS Budget (2)</i>	3	4	5	6
7	8	9 <i>Council</i>	10	11	12	13
14	15	16 <i>Committee 7:00 PM</i> <i>T &amp; U Budget (2)</i>	17	18 <i>Committee 1:00 PM</i> <i>CS Budget (2)</i>	19	20
21	22	23 <i>Council</i>	24	25	26	27
28	29	30 <i>Council Workshop -</i> <i>“1st Departmental</i> <i>Budget Presenta-</i> <i>tions”</i>	31			

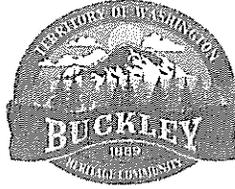
# November 2018

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

# December 2018

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

## A. CITIZEN PARTICIPATION



RECEIVED

AUG - 8 2018

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

**Citizen Participation Form**

City Council Meeting Date: 8-14-18

Name: MARVIN SUNDBLUM Organization: \_\_\_\_\_

Phone: 360-829-5249 Email: \_\_\_\_\_

Address: 10-Box 2080 City: \_\_\_\_\_

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

RAINIER GATEWAY  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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>Service Agreement - WWTP &amp; Booster Station Generators - Planned Maintenance (Cummins NW)</b>  Cost Impact: \$3,187.47 Annually Fund Source: 402 Water/Sewer O&M Timeline: N/A	<b>Agenda Date:</b> August 14, 2018		<b>AB18-067</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Julie Bevaart		
	Planning Dept – Kathy Thompson		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
PW/Utilities – Chris Banks	X	X	
<b>Attachments:</b> Agreement Renewal			
<p>SUMMARY STATEMENT: The City has primary back-up emergency generators at the Elk Hts Booster Station and WWTP that have not been professionally serviced for a several years. The attached service agreement is an annual renewal that allows the PW Department to have Cummins Northwest perform maintenance and service on each of these annually for the next two years for a cost of \$3,187.47 per year.</p> <p>Staff is requesting and recommending that the City Council approve renewal of the agreement for service of these two pieces of equipment.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
<b>RECOMMENDED ACTION: MOTION to Approve Renewal of the Service Agreement Between the City and Cummins NW to Perform Service and Maintenance on the City’s Two Named Generators.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	



Cummins Inc.  
 1800 Fryar Ave  
 Sumner, WA 98390  
 Phone: (425) 235-3400  
 Fax: (425) 254-8964

**PLANNED EQUIPMENT MAINTENANCE AGREEMENT**

Customer Address	Customer Contact	Quote Information	
City Of Buckley	Name: Jim Doty	Quote Date:	7/5/2018
Po Box 1960	Phone: 360-761-7881	Quote Expires:	9/3/2018
Buckley, WA 98321	Cell:	Quote ID:	QT-4590
Customer #: 1136510	Fax: (360) 829-2659	Quoted By:	Ryan Schrag
Payment Type: Pay As You Go	E-mail: jdoty@cityofbuckley.com	Quote Term:	1 Year

**Site Name:Elk Heights Booster**

(539 Davis St Buckley WA 98321)

Unit	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
5135GS-125KW Elk	1	September	Full Service	1	\$491.16	\$491.16
Name: Heights Booster	1	September	Loadbank (2 Hrs)	1	\$655.09	\$655.09
Make: Cummins						Year 1 Total:\$1,146.25
Model: DGDK						
S/N: E060925135						
Size: 125kW						

The following riders are included for this unit on this quote:  
 With Loadbank: Load Bank Permit

**Site Name:PMA- OIC BUCKLEY WWTP**

(600 HATCH ST BUCKLEY WA 98321)

Unit Name:	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
8253GS-OIC WWTP	1	September	Full Service	1	\$996.83	\$996.83
Make: Cummins	1	September	Loadbank (2 Hrs)	1	\$1,044.39	\$1,044.39
Model: 400DFEH						Year 1 Total:\$2,041.22
S/N: G070088253						
Size: 400kW						

The following riders are included for this unit on this quote:  
 With Loadbank: Load Bank Permit

Year 1 Total:\* \$3,187.47

**Total Agreement Amount:\* \$3,187.47**

*\*Quote does not include applicable taxes*



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Customer #: 1136510	Fax: (360) 829-2659	Quoted By: Ryan Schrag
Payment Type: Pay As You Go	E-mail: jdoty@cityofbuckley.com	Quote Term: 1 Year

**Total Agreement Amount:\*** **\$3,187.47**  
*\*Quote does not include applicable taxes*

**Comment:**

This proposal is to provide a Planned Maintenance Agreement to service the stand-by generator at your location. Our agreement includes all labor and travel to perform the services outlined. The full service includes all applicable filters (oil and fuel), specially formulated engine oil, oil sample test, and oil disposal. If a unit needs belts, batteries, a tune-up or the replacement of a failed part (s), the technician who performs the service will bring the item (or items) to your attention and obtain approval prior to performing the repair.

The purpose of Load Bank Test is to check there liability of the generator. During testing the generator, alternator or other components may fail. Cummins Inc is not responsible for any generator failure or other defects found during testing. The technician will attempt to hook the load bank cables to output side of the breaker, if this is not possible they will attempt to hook up through the CT's to protect the generator. If the customer wants the unit to be available for emergency use during the testing or there is no room to install the load bank cables on the breaker safely we will hook up to the alternator output, this provides no protection during testing.

This service includes a load bank test in accordance with NFPA 110 Standards. The technician will apply resistive load based on the generators operating capacity. All vital engine and electronics functions will be monitored and recorded in fifteen minute intervals.

ALL SERVICES ARE QUOTED TO BE PERFORMED DURING NORMAL BUSINESS HOURS, 7:30AM - 4:30PM. AFTER HOURS EMERGENCY RESPONSE: 800-286-6467

**Total Agreement Amount Does Not Include Applicable Taxes. Please call (425) 235-3400 for invoice total prior to sending payment.**

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. Details of this provision are listed in the "Planned Equipment Maintenance Agreement Terms and Conditions". If you do not wish to participate in the auto renew option, please check the box below to opt out.

Opt out of Automatic Renewal.

**Selection Required for Load Bank Test**

Readings will be taken every 15 minutes, unless otherwise specified.

\*If no selection is made, we will perform this option by default

\*25% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes for a total of 2 continuous hours

80% of the EPS nameplate kW rating for 2 continuous hours

Other – Please Specify \_\_\_\_\_

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

**Customer Approval (Quote ID QT-4590)**

**Cummins Inc. Approval**

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins and supersedes any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement.

1. SCOPE OF SERVICES, PERFORMANCE OF SERVICES Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in supplemental documentation.

Cummins shall provide the Services in a safe and workmanlike manner. Cummins has licenses, authorizations, or registrations necessary to perform the Services. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations.

Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located for any and all safety issues that an electrical service interruption might cause, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services.

Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. PAYMENT TERMS If Customer has approved credit, as determined by Cummins, payment terms are net thirty (30) days from the date of invoice unless otherwise specified in the Quote. If payment is not received when due, in addition to any rights Cummins has under the law and charges that Cummins may levy against Customer under statute (including attorney fees and costs of collection), Cummins may charge Customer eighteen percent (18%) annually, or the maximum amount allowed by law, on late payments. Payment shall be due in advance if Customer does not have approved credit.

3. DELAYS Cummins shall not be liable for any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

4. WARRANTY. Limited warranties apply for select parts and components as defined by the respective component manufacturer's limited warranties. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship, Cummins' obligation shall be limited to correcting the defective workmanship. Cummins shall correct the nonconforming Services where (i) such nonconformity becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any nonconformity within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that the Services are nonconforming. Services corrected or re-performed shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during correction or re-performance of Services are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 4 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

5. LIMITATIONS ON WARRANTIES AND REMEDIES

Cummins expressly disdaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins. Some states do not allow limitation on warranties, so these limitations may not apply to you.

THE MAXIMUM LIABILITY, IF ANY, OF EITHER PARTY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CUMMINS' INDEMNITY HEREUNDER, BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED TWO TIMES THE PRICE OF THE SERVICES PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

6. INDEMNITY. Each party shall indemnify and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, "Losses"), subject to the limitations on claims and damages in Section 5, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party. The party seeking indemnification shall give written notice to the other party promptly upon learning of the events giving rise to such claim; provided, however, that failure to provide such notice promptly shall only relieve an indemnifying party of its obligations hereunder to the extent it is prejudiced by such delay. The indemnifying party shall select counsel to control and manage the defense of a claim and the settlement thereof and shall keep the indemnified party apprised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional co-counsel. The indemnifying party shall have no obligation to indemnify or hold harmless the indemnified party for any Losses conclusively determined to be caused by the negligence or willful misconduct of the indemnified party.

7. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees, and agents.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

9. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

10. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

11. INTELLECTUAL PROPERTY. Any intellectual property rights created by Cummins in the course of the performance of any Agreement or otherwise shall remain Cummins' property. Nothing in these conditions shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

12. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.



# Generator Planned Maintenance Scope of Services

The following items are included in a typical Planned Maintenance Agreement (PMA):

## Scheduled Checks

### Cooling System

- Radiator air restriction
- Condition of hoses and connection leaks
- Antifreeze and coolant conditioner concentration
- Condition and tension of belts
- Ensure motor-operated louvers are working properly
- Pressure Testing

### Air intake System

- Visually check for leaks, holes, and loose connections/clamps

### Exhaust System

- Visually check for leaks and restrictions
- Drain condensation trap

### Electrical System

- Review meters for proper operation
- Specific gravity of battery liquid

### Fuel System

- Proper fuel levels
- Fuel transfer pump

## Annual Checks

### Maintenance

- Change oil
- Oil sample (optional)
- Change filters
- Disposal of used oil and filters

### Diesel Engine Checks

- Starter and all wiring
- Oil and coolant levels

### Generator

- End bearing
- A.C. wiring
- Exciter stator
- Overspeed switch
- Cooling air
- Breakers

### Engine Running

- Oil Pressure
- Leaks
- Alternator output
- Alarm
- Record A.C. output
- Frequency
- Amps under load

### Intake and Exhaust Check

- Air cleaner
- Turbocharger
- Muffler and traps
- Leaks
- Breather
- Flex pipe
- Rain cap

### Natural Gas and Gasoline Engine Checks

- Spark plugs
- Distributor wires
- Points and condenser
- Cap and rotor
- Starter and all wiring
- Oil and coolant levels

### Controls

- Voltage regulator
- Wiring and relays
- Engine monitors
- Bulbs

### Coolant System Check Only

- Antifreeze
- Radiator and cap
- Hoses and heater
- Belts and tension
- Louvers
- Coolant sample (optional)
- Leaks
- DCA level

### Transfer Switch

- Time delays (adjust as needed)
- Exerciser clock (reset as needed)
- Clean cabinet
- Building load test (if permitted)

### Fuel System

- Leaks
- Day tank - float switch pump
- Governor linkage
- Check for water in system

## Semi Annual Checks

### Battery and Charger

- Specific gravity test
- Clean corrosion as needed
- Adjust charger output as needed

Request Service: 1-800-CUMMINS  
salesandservice.cummins.com



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b> <b>Interagency Data Sharing Agreement for Driver and Vehicle Systems (DRIVES) Access</b>	<b>Agenda Date: August 14, 2018</b>		<b>AB18-068</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Julie Bevaart		
	Planning Dept – Kathy Thompson		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash	X	
PW/Utilities – Chris Banks			
<b>Attachments:</b> Interagency Data Sharing Agreement			
<p>SUMMARY STATEMENT: Interagency agreement between the Buckley Municipal Court and the Washington State Department of Licensing to establish a data sharing agreement. This agreement replaces the prior agreement allowing access to DOL through the Internet Query System (IHPS).</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Tentative A/F/PS 8/14/18			
<p>RECOMMENDED ACTION: <b>MOTION to Approve the Interagency Data Sharing Agreement between the Municipal Court and the Washington Department of Licensing.</b></p>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

**INTERAGENCY DATA SHARING AGREEMENT  
FOR DRIVER AND VEHICLE SYSTEM (DRIVES) ACCESS**

The agreed upon Terms and Conditions herein establish a Data Sharing Agreement (hereinafter "Agreement") between the Washington State Department of Licensing (hereinafter "DOL"), and the governmental agency named on DOL's Driver and Vehicle System (DRIVES) Access Account (hereinafter "Licensee"). DOL and Licensee may be individually referred to as "Party", or collectively referred to as "Parties."

Pursuant to the mutual terms and conditions herein, and based upon Licensee agreement hereto by clicking on the "Agree" button, the Parties hereby agree as follows:

**1. BACKGROUND AND PURPOSE**

In accordance with the Revised Code of Washington (RCW), government agencies may have the right to access and receive specific information maintained by the Department of Licensing as contained in vehicle and/or driver records. This information may be accessed through DRIVES, at DOL's discretion.

The purpose of this Agreement is to provide the terms and conditions for authorizing governmental entities to access DRIVES.

**2. LEGAL JUSTIFICATION**

The Data shared under this Agreement is permitted pursuant to the following authority: chapters 39.34, 42.56, 46.12, and 46.52 RCW; chapter 308-10 Washington Administrative Code (WAC); and/or the Federal Driver Privacy Protection Act (DPPA) 18 U.S.C. §2721 through §2725.

**3. DEFINITIONS**

As used throughout this Agreement, the following terms have the meanings set forth below:

**"Authorized Users"** means those authorized by the Licensee to access Data under this Agreement. Authorized users include Administrators, Managers and Users.

**"Confidential Information"** means information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes and data defined as more sensitive than "public" and requires security protection. Confidential Information includes, but is not limited to, vehicle legal owner, social security numbers, credit card information, driver license numbers, Personal Information, law enforcement records, agency security data, and banking profiles.

**"Data"** means information obtained from DRIVES and provided to Licensee. This definition inherently includes material that contains Confidential Information.

**"Data Security"** means defending information from unauthorized access, use, disclosure, disruption, modification, perusal, inspection, recording or destruction. This applies regardless of the form the Data may take (electronic, physical, etc.).

**"Data Security Breach"** means unauthorized acquisition of Confidential Information that compromises the security, confidentiality, or integrity of Confidential Information maintained by the person or business as defined in RCW 19.255.010.

**"Permissible Use"** means only those uses authorized in this Agreement and as specifically

defined.

**"Personal Information"** means information identifiable to any person, including, but not limited to information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses (except 5-digit zip code), telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56.360, chapter 42.56 RCW, or other state and federal statutes.

**"Subrecipient"** means any secondary or subsequent entity who receives the Data from the Licensee or through a chain of entities originating with the Licensee. Pursuant to RCW 46.52.130, this may include an employer or prospective employer, an insurance carrier; transit authority, or volunteer organization and their respective agents.

## **SPECIAL TERMS AND CONDITIONS**

### **4. TERM OF AGREEMENT**

The term of this Agreement begins on the date Licensee accepts the terms of this Agreement. The initial end term of this Agreement is for five (5) years, however, DOL may extend this Agreement for additional three-year terms simply by allowing the Licensee to maintain its use of this service.

### **5. GRANT OF LICENSE**

Subject to the terms and conditions of this Agreement, DOL hereby grants Licensee with a limited non-transferable license to have access to selected DOL vehicle, vessel, and/or driver Data available through DRIVES.

This grant of access does not provide Licensee with any ownership rights to the Data; at all times DOL remains the sole owner of the Data.

### **6. ACCESS TO DATA**

Each individual who will be accessing Data on behalf of the Licensee through DRIVES must set up an individual License eXpress account. All account transactions will be monitored by DRIVES to identify the information accessed through each of Licensee's accounts. Licensee must immediately revoke the access of any Authorized User when such access is no longer required.

If a specific User Account is dormant for over a year, DOL has the right to terminate such account. If all User Accounts are dormant for over a year, DOL has the right to terminate this entire Agreement.

Licensee must actively monitor access and use of Data by Authorized Users to ensure Data is accessed or used only for official job responsibilities. Licensee must immediately revoke the access of any Authorized User who accesses or uses Data without a Permissible Use. DOL also reserves the right to suspend or terminate the access of specific users if DOL determines that such user is not maintaining compliance with this Agreement.

Authorized User accounts are not interchangeable and cannot be shared; only the identified established person for any account may use that account. All Authorized Users must have an individual account, which is authorized by an Administrator or Manager.

The use of computerized applications (such as "bots") to access, retrieve, or store Data is prohibited.

#### **A. ADMINISTRATOR**

Licensee first must designate an Administrator. The Administrator will be the person responsible for administering this Agreement, and for managing all Manager and User accounts on behalf of the Licensee. The Administrator has the capability to:

- Perform authorized functions consistent with permissions granted by DOL;
- Add Managers and Users;
- Revoke Manager and User access; and
- View and search activities performed by all Authorized Users.

#### **B. MANAGERS**

Managers have the capability to:

- Perform authorized functions consistent with permissions granted by DOL;
- Request codes to add other Managers and Users;
- Revoke Manager and User access; and
- View and search activities performed by all Authorized Users.

#### **C. USERS**

Users have the capability to:

- Perform authorized functions consistent with permissions granted by DOL; and
- View and search activities performed for self.

### **7. DATA SECURITY AND SAFEGUARDING**

Data provided pursuant to this Agreement may include public, Personal and Confidential Information. Licensee acknowledges and agrees that it has a continuing obligation to comply with all federal and state laws, regulations, and security standards as enacted or revised over time, regarding Data Security, electronic data interchange and restricted uses of such information. Licensee further agrees that it has and shall maintain a privacy policy that has practices and procedures complying with these standards.

Licensee shall further protect and safeguard all Confidential Information against any and all unauthorized disclosure, use, or loss as set forth in Attachment A - *Data Security Requirements*.

At no time shall the Licensee or its employee or agent use, divulge, disclose, release, or communicate any Confidential Information to any individuals or entities, or for any purposes, outside the scope of specific Permissible Uses allowed by this Agreement.

### **8. SECURITY BREACH NOTIFICATION**

Licensee shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Data or other event requiring notification. In the event of a breach of any of Licensee's security obligations, or other event requiring notification under applicable law, Licensee must perform the following:

- a) Notify DOL by telephone and e-mail of such an event within 24 hours of discovery:  
DOL Help Desk, phone: (360) 902-0111,  
DOL Help Desk, email: hlbhelp@dol.wa.gov
- b) Cooperate and facilitate with the notification of all necessary individuals. At DOL's discretion, Licensee may be required to directly perform notification requirements, or if DOL elects to perform the notifications, Licensee may have to reimburse DOL for all costs associated with the notification.

## **9. PERMISSIBLE USE**

Data may only be used for lawful actions related to the Licensee's functions as a governmental agency, and as directly related to the purposes set forth in Licensee's application, and as approved by DOL. All other use of Data is strictly prohibited. DOL further retains the right to re-determine its approval for permitted uses and may cancel or restrict such uses at a later date if such uses do not comply with state law or DOL policy. If any purposes noted in the application are otherwise restricted by any terms of this Agreement, then the restrictions herein are controlling. This prohibition on certain uses includes, without limitation, the use of Data for purposes of investigating, locating, or apprehending individuals for immigration related violations.

In addition to maintaining the Permissible Uses herein, Licensee shall also comply with all requirements set forth on Attachment B – *Permissible Use Requirements*.

## **10. SUBRECIPIENTS**

Licensee may not provide Data containing Personal Information to any additional entities (Subrecipients) without first obtaining written permission by DOL. If any Personal Information is provided to a Subrecipient, the Licensee must forward all terms and conditions herein onto the Subrecipient. Licensee will remain responsible for the Subrecipient's full compliance with all terms and conditions herein.

## **11. INTERNAL CONTROLS**

Licensee is responsible for ensuring that Authorized Users fully understand and abide by all terms and conditions of this Agreement; inherent in this requirement is that Licensee must institute proper training and disciplinary measures.

Licensee is strictly responsible for all actions of its Authorized Users, employees and agents in connection with the accessing of Personal Information under this Agreement.

If Licensee determines that an Authorized User has accessed or used Data for any purpose beyond what is authorized in this Agreement, pursuant to Attachment B – *Permissible Use Requirements*. DOL may deny access to any Authorized User who violates any provision of this Agreement.

## **12. ANNUAL SELF-ASSESSMENT**

Licensee shall self-assess its own entity to determine whether it is properly complying with the Data Security, Permissible Use and Internal Control requirements of this Agreement. At a minimum, the assessment must including the following:

- a) A yearly evaluation to determine if Licensee is in compliance with the Data Security Requirements as set forth in Attachment A – *Data Security Requirements*;
- b) A yearly evaluation to determine if Licensee is compliance with the Permissible Use Requirements set forth in Attachment B – *Permissible Use Requirements*;
- c) All Authorized User accesses have been revoked immediately when such access is no longer required;
- d) All Data Security Breaches and Permissible Use violations have been made known to DOL in a timely manner; and
- e) All Data has been disposed of in a timely manner and as set forth in Attachment A – *Data Security Requirements*.

Upon request by DOL, Licensee must provide DOL with a written certification acknowledging the completion of an assessment.

If the assessment determines that Licensee is meeting all requirements outlined above, then Licensee's certification may simply note that the assessment was completed and no deficiencies were found. However, if deficiencies are discovered, Licensee must disclose all deficiencies by submitting a completed form, which will be provided by DOL. DOL and Licensee will then work together to determine the final actions needed in order to correct all deficiencies.

Failure to submit the certification upon DOL's request or failure to correct deficiencies may result in DOL terminating this Agreement.

The written certification must be executed by a manager, director, or officer of Licensee who has the expressed signatory authority to make such a certification on behalf of Licensee.

### **13. AUDITS**

DOL may request information and perform random audits on Licensee to verify its full compliance with the terms and conditions of this Agreement, and further to verify the accuracy of Licensee's self-assessment. Inherent in this right, DOL may review any independent, third-party Data Security or Permissible Use audit performed on the Licensee within the last three years as it pertains to Data accessed from DOL. Based on assessment findings, and on additional information gained by DOL, DOL may request that Licensee obtain further independent audits, and/or engage in specific corrective action to cure deficiencies.

If Licensee believes that any information given to DOL for these purposes is confidential or privileged information, Licensee may mark such information accordingly. Subject to the provisions of chapter 42.56 RCW (Public Records Act), which applies to all state and local agencies, DOL will maintain the confidentiality of such information, and will provide Licensee with all notifications and protection rights afforded by the Public Records Act.

Licensee is responsible for all costs related to audits and corrective actions.

## **GENERAL TERMS AND CONDITIONS**

### **14. ALTERATIONS AND AMENDMENTS**

This Agreement may only be amended by further mutual agreement of the Parties. Such amendments will be posted in DRIVES by DOL, and Licensee's Administrator will approve such amendment through electronic verification.

### **15. COMPENSATION**

This is a non-financial Contract and there are no costs to be charged to Licensee.

### **16. CONTRACT COMMUNICATIONS AND NOTICES**

The Administrator is responsible for all general communications and notices pertaining to this Agreement on behalf of Licensee. Additional personnel may be identified for established specific purposes. If no additional people are named, then the Administrator will be the default reference person for all communications.

The use of email to the most current email address of the Administrator is an acceptable form of providing communication and notice for all purposes in this Agreement.

Licensee is responsible to notify DOL in writing of any changes concerning the Administrator's name, phone number, or email address. Licensee may contact DOL contract manager at [DataServices@dol.wa.gov](mailto:DataServices@dol.wa.gov).

## **17. CONTRACT DISPUTE RESOLUTION**

The Parties agree that time is of the essence when initiating the contract dispute resolution process. All disputes should be first resolved at the managerial level between the two entities. If internal management and or executive leadership cannot resolve the dispute, then the Parties agree to use the alternative dispute resolution process as follows:

The Dispute Resolution Process will be initiated as follows:

- Be in writing;
- State the disputed issues;
- State the relative positions of the Parties;
- Be mailed to other Party's contract manager within three (3) business days after the Parties agree that they cannot resolve the dispute.

During the resolution process the Parties agree that:

- If the subject of the discourse is the payment DOL will continue performance and Licensee will pay the amount that it in good faith believes to be due and payable.
- If the subject of the discourse is not the payment due, DOL will continue performance of work under this Agreement that is not affected by the dispute.

The responding Party shall have ten (10) business days to respond in writing to the requesting Party's statement.

The initiating Party shall then review the written statements of the responding Party and reply in writing within ten (10) business days

Final determination of the Dispute will be done by the DOL Contracts Office, and will be final and conclusive unless, within five (5) business days from the date the Party receives such determination that Party requests a dispute panel in writing.

If a dispute panel is requested, DOL and Licensee will each appoint a member to the dispute panel within five (5) business days. DOL and Licensee will jointly appoint a third member to the dispute panel, within the next five (5) business days.

The dispute panel will review the written descriptions of the dispute, gather additional information as needed, and make a decision on the dispute in twenty (20) calendar days. The majority decision will prevail. The Parties agree that the decision of the dispute panel will be final and binding.

## **18. GOVERNANCE**

This Agreement is governed by the laws of the state of Washington and any applicable federal laws. Venue for any legal action arising out of this Agreement is the Thurston County Superior Court.

In the event of an inconsistency in terms of this Agreement, or between the terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

1. Applicable federal and Washington State laws, and regulations;
2. Specific Terms and conditions of this Agreement;

3. General Terms and conditions of this Agreement;
4. Attachments to this Agreement in sequential order; and
5. Any other documents and agreements incorporated herein.

#### **19. INDEPENDENT CAPACITY**

The scope of this Agreement maintains each Party's independent status as a self-governed entity, and nothing herein may be deemed as allowing any employee or agent of one Party to be considered as the employee or agent of the other Party.

#### **20. INTEGRITY OF DATA**

DOL compiles its Data based in part on the reporting of information from outside individuals and entities; as such, DOL may not be held liable for any errors which occur in compilation of Data. DOL may not be held liable for any delays in furnishing amended Data. DOL will make best efforts to ensure DRIVES is available. However, DOL makes no guarantee of system availability, accuracy of data, or that the Data will meet the Licensee's needs. DOL may make changes to DRIVES at any time to suit its business needs, without notification to Licensee.

#### **21. INTERIM DISPOSAL OF DATA CONTAINING PERSONAL INFORMATION**

Notwithstanding any permanent Data Disposal requirements set forth in Attachment A - *Data Security Requirements*, Licensee shall intermittently dispose of any Data containing Confidential Information at any time when Licensee's immediate use of that Data is no longer needed. Licensee is a government agency, and the Parties have mutually determined that the Licensee shall adhere to its required retention schedule.

#### **22. RECORD MAINTENANCE**

The Parties shall maintain all records relating to this Agreement, including all service and account records. All records and other material must be retained for six (6) years after expiration or termination of this Agreement.

If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved including any appeals and remands.

#### **23. RECORDS ACCESS AND INSPECTIONS**

Licensee, at the request of DOL, must provide access to all records retained in connection with the receipt of Confidential Information under this Agreement. Upon request, such records must be made available for inspection, review, and/or copying at no additional cost to DOL.

#### **24. RECORDS REQUEST – PUBLIC RECORDS ACT**

Both Parties to this Agreement are subject to the chapter 46.52 RCW (Public Records Act). If Licensee believes that any information it gives to DOL is confidential or privileged in nature, then Licensee may mark such information accordingly. Subject to the provisions of the Public Records Act, DOL will maintain the confidentiality of such information, and will provide Licensee with all notifications and protection rights afforded by the Act.

If Licensee receives a public records request relating to any Confidential Information accessed under this Agreement, Licensee will maintain the full confidential nature of such information to

the greatest extent allowed by law. Licensee will further provide notice to DOL consistent with the requirements of the Public Records Act, and will fully support DOL in maintaining the confidential nature of such information.

## **25. HOLD HARMLESS**

Licensee shall hold DOL harmless for any damages or claims arising from its own acts and/or omissions, which includes those acts or omissions of its Authorized Users, employees or agents.

## **26. SEVERABILITY**

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

## **27. TERMINATION**

Termination of this Agreement may be as set forth below. All termination matters may be applied as a suspension instead of a full termination, except that any suspension lasting longer than ninety (90) days will automatically terminate this Agreement.

### **A. Unilateral Termination by Licensee**

Licensee may terminate this Agreement at any time and for any reason upon providing written notice to DOL.

### **B. Administrative Terminations**

If DOL's authority to actively engage in this Agreement is suspended or terminated, whether by lack of funding, or by any other governmental issue, including internal changes in policy, that causes the disruption of authority to engage in the required activity, such a termination or suspension of authority will automatically cause a termination or suspension of this Agreement. DOL also retains the right to terminate this Agreement for convenience. DOL is to provide as much notice as possible when such termination or suspension appears eminent. This involuntary termination is without cause.

### **C. Termination for Cause**

DOL's may terminate this Agreement, or any access privileges under this Agreement, for the violation of a material term or condition of this Agreement. DOL has sole discretion on whether such non-compliance is cause for immediate termination of the entire Agreement, whether it should suspend or terminate an Authorized User's access, or whether Licensee should be granted a cure process to correct any non-compliance without further actions.

## **28. WAIVER**

The omission of either Party to exercise its rights under this Agreement does not preclude that Party from subsequent exercising of such rights and does not constitute a waiver of any rights under this Agreement, unless stated as such in writing, and signed by an authorized representative of the Party.

- a) The Open Web Application Security Project Top Ten (OWASP Top 10), or
- b) The CWE/SANS TOP 25 Most Dangerous Software Errors

**6. COMPUTER SECURITY**

Licensee shall maintain computers that access Data by ensuring the operating system and software are updated and patched monthly, such that they remain secure from known vulnerabilities. Licensee computer device(s) must also be installed with an Anti-Malware solution and signatures updated no less than monthly.

**7. DATA STORAGE**

Licensee shall designate and be able to identify all computing equipment, on which Licensee stores, processes, and maintains Data. No Data at any time may be processed on or transferred to any portable storage medium. Laptop/tablet computing devices are not considered portable storage medium in this context provided it is installed with end-point encryption.

**8. ELECTRONIC DATA TRANSMISSION**

Licensee shall maintain secure means (e.g., HTTPS or SFTP) for the electronic transmission or exchange of system and application data with DOL or any other authorized Licensee.

**9. DATA ENCRYPTION**

Licensee shall encrypt all Data, whether in transit or at rest, by using only NIST or ISO approved encryption algorithms; this includes all back-up copies of Data. Licensee further must install any laptop/notebook computing device, processing Data, with end-point encryption (i.e., full disk encryption).

**10. DISTRIBUTION OF DATA**

Licensee may only use and exchange Confidential Information for the purposes as expressly described and allowed in this Agreement. In addition to any other restrictions on Permissible Use, Confidential Information may not be distributed, repurposed or shared across other applications, environments, or business units of Licensee. Licensee must assure that no Confidential Information of any kind is transmitted, exchanged or otherwise passed to other contractors/vendors or interested parties except Licensee and/or Subrecipients who have an authorized legal Permissible Use according to this Agreement, and who are under contract with Licensee.

**11. DATA DISPOSAL**

Unless a more immediate disposal requirement is set forth in this Agreement, Licensee, upon termination of this Agreement, shall erase, destroy, and render unrecoverable all DOL Confidential Data and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement. At a minimum, media sanitization is to be performed according to the standards enumerated by NIST SP 800-88r1 Guidelines for Media Sanitization.

**12. OFFSHORING - ELECTRONIC**

Licensee must maintain the primary, backup, disaster recovery and other sites for storage of Confidential Data only from locations in the United States.

Licensee may not commit the following unless it has advance written approval from DOL:

- a) Directly or indirectly (including through Subrecipients) transmit any Confidential Data outside the United States; or
- b) Allow any Confidential Data to be accessed by Subrecipients from locations outside of

the United States.

For all Confidential Data that is physically stored, processed, or distributed in a hardcopy format, Licensee shall apply the following requirements:

**13. HARDCOPY STORAGE**

To prevent unauthorized access to printed Confidential Information obtained under this Agreement, and loss of, or unauthorized access to this Confidential Information, printed copies must be stored in locked containers or storage areas, e.g. cabinets or vaults. Hard copy documents must never be unattended or in areas accessible to the public, especially after business hours.

**14. HARDCOPY TRANSPORTATION**

If hard copy documents containing Confidential Information are taken outside a secure area, those documents must be physically kept in possession of an authorized person, or a trusted courier providing tracking services. Records must be maintained for all transported hardcopies showing the person(s)/courier(s) responsible for such transportation, including the receiving party.

**15. OFFSHORING - HARDCOPY**

Licensee must maintain all hardcopies containing Confidential Information at locations in the United States.

Licensee may not directly or indirectly (including through Subrecipients) transport any Confidential Information outside the United States unless it has advance written approval from DOL.

## Attachment A Data Security Requirements

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### 1. DATA CLASSIFICATION

The classification of the Data shared under this Agreement includes:

- Category 1 – Public Information
- Category 2 – Sensitive Information
- Category 3 – Confidential Information (includes Personal Information)
- Category 4 – Confidential Information Requiring Special Handling (if Social Security Numbers, or medical information are provided)

For all Confidential Data that is electronically stored, processed, or transmitted, Licensee shall apply the following requirements:

### 2. DATA SECURITY

Licensee must protect the confidentiality, integrity and availability of Data with administrative, technical and physical measures that meet generally recognized industry standards and best practices or standards established by the Washington State Office of the Chief Information Officer (OCIO).

Examples of industry standards and best practices include any of the following:

- a) [ISO 27002](#)
- b) [PCI DSS](#)
- c) [NIST 800 series](#)
- d) OCIO 141.10 (<https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>)

NOTE: DOL has the right to implement security measures that may exceed OCIO or industry standards and best practices; if any security measures of this Agreement exceed OCIO or industry standards and best practices, then the higher DOL measures will apply. However, if any security measures of this Agreement fall below OCIO standards, then OCIO standards will apply.

### 3. NETWORK SECURITY

Licensee's network security must include the following:

- a) Network firewall provisioning
- b) Intrusion detection
- c) Quarterly vulnerability assessments
- d) Annual penetration tests.

### 4. ACCESS SECURITY

Licensee shall restrict Authorized User access to the Data by requiring a login using a unique user ID and complex password or other authentication mechanism which provides equal or greater security. Passwords must be changed on a periodic basis at least quarterly. The sharing of user ID and passwords is strictly prohibited. Licensee is solely responsible for protection of all of its user IDs and passwords, and is responsible for all breaches caused through the use of its user IDs and passwords.

### 5. APPLICATION SECURITY

Licensee shall maintain and support its software and subsequent upgrades, updates, patches, and bug fixes such that the software is, and remains secure from known vulnerabilities. Licensee must secure web applications that minimally meet all the security controls as generally described in either:

## **Attachment B**

### **Permissible Use Requirements**

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#### **1. DATA USE**

Licensee must institute and maintain written policies and procedures to ensure Data is only used as authorized herein. At a minimum the policies and procedures will include, training requirements for all personnel with access to Confidential Information on the Permissible Use(s) of Data. Licensee must be capable of demonstrating the training and education was delivered to all applicable personnel who have are an Authorized User, employees and agents.

#### **2. APPROPRIATE USE DECLARATION**

Licensee must require all Authorized Users to sign an Appropriate Use Declaration prior to accessing DRIVES. The Declaration must include a statement that the Authorized User understands and acknowledges:

1. His/her obligations and responsibility to use Confidential Information only to accomplish his/her official job duties;
2. He/she will maintain the confidentiality and privacy of the information accessed;
3. He/she will not share Confidential Information with unauthorized persons;
4. He/she will not use Data access for personal reasons or benefit; and
5. Misuse of any Confidential Information may be considered a felony and may be punishable by fine or imprisonment.

Licensee must maintain the signed declaration. Licensee must provide copies of signed Appropriate Use Declaration upon request by DOL.

#### **3. PERMISSIBLE USE EVALUATIONS**

At least annually, Licensee must conduct a review of all Authorized Users' access and use of Confidential Information to ensure that such access and use is within official job duties.

#### **4. SECURE USE**

Licensee must maintain and support administrative, technical or physical methods used to monitor compliance with the Permissible Use(s) authorized in this Agreement across all Licensee business practices. Methods may include any of the following:

- a) View only access to Data
- b) System limitations or controls
- c) Confidentiality agreements

#### **5. NON-CONFORMING PERMISSIBLE USE NOTIFICATION**

Licensee shall notify DOL personnel in the event of confirmed unauthorized use of Data. Licensee must perform the following:

- a) Notify the DOL by e-mail at [DataServices@dol.wa.gov](mailto:DataServices@dol.wa.gov) of such an event within 24 hours of discovery  
Identify the Data and non-conforming use of the Data.
- b) If the misuse is a criminal offense requiring notification to individuals, cooperate and facilitate with the notification of all affected individuals. At DOL's discretion, Licensee may be required to directly perform notification requirements, or if DOL elects to perform the notifications, Licensee may have to reimburse DOL for all costs associated with the notification.

**Driver and Plate Search (DAPS) and  
Driver Information and Adjudication System (DIAS)  
Agency Access Request**

Agencies use this form to request access to the DAPS or DIAS systems. A person with authority to commit its organization to contractual obligations must sign this form.

Email the completed application and documentation that identifies the designated contract administrator as an employee of your agency (examples: employee ID, credentials, badge, etc.) to: **DataServices@dol.wa.gov**

Online system access (select all that apply):

- DAPS – online driver and vehicle records search for use in investigations
- DIAS – online system to view and electronically update driver records used by courts, prosecuting attorneys, and government agencies.

Agency name	
ORI or NCIC number	EIN, TIN, or UBI
Office name and location	
Physical address (Street, Apartment or suite number, City, State, ZIP code)	
Mailing address (Address or PO Box, City State, ZIP code)	
Account administrator name (person authorized to agree to the click-through contract)	Title
Email	(Area code) Telephone number

Provide a detailed explanation of why you need driver or vehicle record information. Insufficient detail or specifics may cause your application to be rejected.

Will you disclose the information to third parties? .....  Yes  No  
If "Yes," to whom and why? Be specific.

Do you have the authority to delegate the account administrator named above to agree to the contract terms and conditions? .....  Yes  No

*I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.*

\_\_\_\_\_ **X** \_\_\_\_\_  
Date and place signed Signature (Type your name or sign here)  
\_\_\_\_\_  
Title

For office use only		
Date received _____	<input type="checkbox"/> DIAS <input type="checkbox"/> DAPS	Action taken: <input type="checkbox"/> Approved <input type="checkbox"/> Denied
DSHS child support enforcement? <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>X</b>	
911 dispatchers? <input type="checkbox"/> Yes <input type="checkbox"/> No	Signature of approver _____	

## Driver and Plate Search (DAPS) and Driver Information and Adjudication System (DIAS) Agency Access Request

Please read before completing the attached form to request access to the DAPS or DIAS (formerly IHPS) systems.

- **DAPS** – online driver and vehicle records search for use in investigations used by law enforcement, courts, prosecuting attorneys, and governmental agencies.
- **DIAS** – online system to view and electronically update driver records used by courts, prosecuting attorneys, and governmental agencies.

An executive with the authority to authorize the **Account Administrator** to contractually bind your agency for system access must sign the form. A copy of documentation that identifies the administrator as an employee of your agency (examples: employee ID, credentials, badge, etc.) is also required. Once the access request is approved, the **Account Administrator** will be required to create a License eXpress for business account and sign a click-to-agree Interagency Data Sharing Agreement for Driver and Vehicle System (DRIVES) Access (“Agreement”).

Once the account is set-up, the Account Administrator will be able to add **Managers** to manage user access to the system.

It is important that you read and understand the Agreement's terms and conditions. Here is a link to the Agreement <https://www.dol.wa.gov/external/daps-dias.html> and below are some key points. Please refer to the Agreement for complete requirements:

- You will manage access of your Authorized Users in DRIVES. Their roles and responsibilities will be:
  - **Administrator** has the designated authority from your organization to click to agree on the Agreement. They will be the person responsible for administering this Agreement, and for managing all Manager and User accounts on behalf of the Licensee. The Administrator has the capability to:
    - Perform authorized functions consistent with permissions granted by DOL;
    - Request codes to add Managers and Users;
    - Revoke Manager and User access; and
    - View and search activities performed by all Authorized Users.
  - **Managers** have the capability to:
    - Perform authorized functions consistent with permissions granted by DOL;
    - Request codes to add other Managers and Users;
    - Revoke Manager and User access; and
    - View and search activities performed by all Authorized Users.
  - **Users** have the capability to:
    - Perform authorized functions consistent with permissions granted by DOL; and
    - View and search their activities.
- Each authorized user must have an individual License eXpress account.
- Access must be revoked immediately when it is no longer required for job responsibilities.
- Governmental agencies can use the data for performing their job functions, except pursuant to Executive Order 17-01, DOL data may not be used for purposes of investigating, locating, or apprehending individuals for immigration related violations.
- You must proactively ensure that information access through DAPS and/or DIAS is only used as allowed by the Agreement, and notify DOL immediately of any misuse.
- You must conduct annual assessments for Data Security, Permissible Use and Internal Control requirements of this Agreement and annually attest to DOL that you meet these requirements.



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT: Final Acceptance - Public Works Building Remodel Project</b>	<b>Agenda Date: August 14, 2018</b>		<b>AB18-069</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson	X	X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller	X	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> Notice of Completion - Public Works Building Project			
<p>SUMMARY STATEMENT: Staff is requesting and recommending that the City Council grant final acceptance to the Public Works Building Remodel Project. Pursuant to the engineer’s certification the project has been constructed in conformity to the approved plans and specifications.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: <b>MOTION to Approve Final Acceptance of the Public Works Building Remodel Project.</b>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	



July 30, 2018

Ms. Sheila Bazzar  
City of Buckley  
933 Main Street  
Buckley, Washington 98321

SUBJECT: FINAL PROGRESS ESTIMATE 6, PROJECT ACCEPTANCE, AND  
RELEASE OF RETAINAGE, PUBLIC WORKS BUILDING REMODEL  
CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON  
G&O #17204.03

Dear Ms. Bazzar:

This letter provides the City with guidance regarding the final progress estimate, accepting the project as complete, and release of the retainage.

**1. FINAL PROGRESS ESTIMATE**

We have enclosed the signed Final Contract Voucher and two copies of Progress Estimate 6, which is the final progress estimate for this project. One progress estimate is for the City files and the other copy should be forwarded to the contractor with the payment. The amount now due the contractor and the amount to be deposited in the retainage account are as follows:

<u>Amount Now Due</u>	<u>Amount to be Deposited in Retainage Account</u>	<u>Total Retainage Amount</u>
\$29,681.61	\$1,442.26	\$16,003.66

**2. PROJECT COMPLETION ACCEPTANCE**

The project has been completed in compliance with the Contract, with the exception of the contractor submitting Affidavits of Wages Paid for all contractors on the project. We therefore recommend the City accept the project as complete **after** the contractor has submitted all required Affidavits of Wage Paid forms to the City. After the contractor has submitted all required Affidavits of Wages Paid, insert the affidavit identification number for each subcontractor on the Notice of Completion form. Attached for your use is a draft “Notice of Completion of Public Works Contract” form. We have also e-mailed this form to you for your use.

After the City has accepted the project as complete, the City needs to forward the “Notice of Completion of Public Works Contract” form to the Washington State Department of



Ms. Sheila Bazzar  
July 30, 2018  
Page 2

Revenue, the Washington State Department of Labor and Industries, and the Washington State Employment Security Department.

After the City has accepted the project, please sign the enclosed "Final Contract Voucher" and forward a copy to the contractor and Gray & Osborne, Inc.

### 3. RELEASE OF RETAINAGE

We have also enclosed two copies of the release of retainage progress estimate for this project. One progress estimate is for the City files and the other copy should be forwarded to the Contractor with the payment. The retainage should be released to the contractor contingent upon the following requirements being fulfilled:

1. Sixty days have elapsed since the date of project acceptance as indicated in the City meeting minutes.
2. The City receives the Washington State Department of Revenue "Certificate of Payment of State Excise Taxes by Public Works Contractor" (RCW 60.28).
3. The City receives the "Certificate of Payment of Contribution Penalties and Interest on Public Works Contract" from the Washington State Employment Security Department.
4. There are no claims or liens filed for labor and materials furnished on this Contract.
5. The City receives notification from the Washington State Department of Labor and Industries that the contractor and their subcontractors are current with payments of industrial insurance and medical aid premiums.

Please contact me if you have any questions or concerns regarding these matters.

Sincerely,

GRAY & OSBORNE, INC.

Dominic J. Miller, P.E.

DJM/sp  
Encl.

cc: Mr. Darrel Heen, Lake Tapps Construction Unltd.



Original  
 Revised # \_\_\_\_\_

## NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

**Date:** \_\_\_\_\_ **Contractor's UBI Number:** 601236676

Name & Mailing Address of Public Agency
City of Buckley 933 Main Street Buckley, WA 98321 <b>UBI Number:</b>

Department Use Only
Assigned to: _____
Date Assigned: _____

*Notice is hereby given relative to the completion of contract or project described below*

<b>Project Name</b> Public Works Building Remodel	<b>Contract Number</b> 17204.03	<b>Job Order Contracting</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Description of Work Done/Include Jobsite Address(es)</b> The Project provides for the demolition and remodel of the 60-foot by 26-foot, single story, Public Works Building, complete with walls, roofing, doors, windows, interior and exterior finishes, plumbing, casework, bathroom fixtures, HVAC, and electrical.		
<b>Federally funded transportation project?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if yes, provide Contract Bond Statement below)		
<b>Contractor's Name</b> Lake Tapps Construction Unlimited	<b>E-mail Address</b> darrel@laketappsconstruction.	<b>Affidavit ID*</b> 788743
<b>Contractor Address</b> PO Box 7318 Bonney Lake, WA 98391		<b>Telephone #</b> 253-863-6442
<b>If Retainage is not withheld, please select one of the following and List Surety's Name &amp; Bond Number.</b> <input type="checkbox"/> Retainage Bond <input type="checkbox"/> Contract/Payment bond (valid for federally funded transportation projects)		
<b>Name:</b> _____		<b>Bond Number:</b> _____
<b>Date Contract Awarded</b> 10/18/2017	<b>Date Work Commenced</b> 10/23/2017	<b>Date Work Completed</b> 6/26/18
<b>Date Work Accepted</b> _____		
<b>Were Subcontractors used on this project? If so, please complete Addendum A.</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Affidavit ID* - No L&I release will be granted until all affidavits are listed.		

Contract Amount	\$ 315,225.00		
Additions (+)	\$ 5,330.45	Liquidated Damages \$	0.00
Reductions (-)	\$ 482.33	Amount Disbursed \$	329,355.23
<b>Sub-Total</b>	<b>\$ 320,073.12</b>	Amount Retained \$	16,003.66
Sales Tax Rate	7.90 %		

(If various rates apply, please send a breakdown)

Sales Tax Amount	\$ 25285.77		
<b>TOTAL</b>	<b>\$ 345,358.89</b>	<b>TOTAL \$</b>	<b>345,358.89</b>

**NOTE: These two totals must be equal**

<b>Comments:</b>
------------------

**Note:** The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.

**NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS** until receipt of all release certificates.

**Submitting Form:** Please submit the completed form by email to all three agencies below.

**Contact Name:** Ms. Sheila Bazaar

**Title:** Finance Director

**Email Address:** sbazzar@cityofbuckley.co

**Phone Number:** 360-761-7804





# Final Contract Voucher Certificate

Contractor <b>Lake Tapps Construction Unlimited</b>			
Street Address <b>P.O. Box 7318</b>			
City <b>Bonney Lake</b>	State <b>WA</b>	Zip <b>98391</b>	Date <b>June 29, 2018</b>
Project Number (Owner) <b>17204.03</b>			
Job Description (Title) <b>Public Works Building Remodel</b>			
Date Work Physically Completed <b>June 28, 2018</b>		Final Amount <b>\$345,358.89</b>	

### Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Buckley nor have I rented or purchased any equipment or materials from any employee of the City of Buckley; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Buckley for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same; have paid all labor, material, and other costs for this project; and that I hereby release the City of Buckley from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.

X   
Contractor Authorized Signature Required

**Darrel Heen**  
Type Signature Name

Subscribed and sworn to before me this 10<sup>th</sup> day of JULY

X  Notary Public in and for the State of WASHINGTON  
Residing at 47017 284<sup>th</sup> AVE SE ENUMCLAW WA. 98022

**Dara L Gittings**  
State of Washington  
Notary Public  
Commission Expires  
**06/30/2019**

### City of Buckley Certification

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

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

X   
Project Engineer

X \_\_\_\_\_  
City of Buckley

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

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

(August 25, 2006) L:\BUCKLEY\17204.03 Public Works Building Improvements\Construction\closeout\Final Contract Voucher Certificate.doc

## FINAL PROGRESS ESTIMATE NO. 6

JUNE 26, 2018

CITY OF BUCKLEY  
PIERCE COUNTY  
WASHINGTON

PROGRESS ESTIMATE PERIOD  
MAY 1, 2018 TO JUNE 22, 2018

PROJECT:  
CITY OF BUCKLEY  
PUBLIC WORKS BUILDING REMODEL  
G&O JOB NUMBER #17204.03

CONTRACTOR:  
LAKE TAPPS CONSTRUCTION UNLIMITED  
P.O. BOX 7318  
BONNEY LAKE, WA 98391

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
1	Mobilization and Demobilization	1 LS	\$20,000.00	10.00%	100.00%	\$2,000.00	\$20,000.00	100%
2	Unexpected Site Changes	1 CALC	\$5,000.00					
	Foundation Revisions	1 CALC	\$4,478.01	0.00%	100.00%	\$0.00	\$4,478.01	100%
	Missing Truss	1 CALC	\$1,704.47	100.00%	100.00%	\$1,704.47	\$1,704.47	100%
	Floor Elevation Change Repair	1 CALC	\$2,170.19	100.00%	100.00%	\$2,170.19	\$2,170.19	100%
	Storm/Roof Drain Modification	1 CALC	(\$3,835.00)	100.00%	100.00%	(\$3,835.00)	(\$3,835.00)	100%
3	Trench Excavation Safety System	1 LS	\$0.00	0.00%	0.00%	\$0.00	\$0.00	0%
4	Erosion Control	1 LS	\$1,000.00	0.00%	100.00%	\$0.00	\$1,000.00	100%
5	Utility Service	1 LS	\$10,000.00	0.00%	100.00%	\$0.00	\$10,000.00	100%
6	Sitework and Restoration	1 LS	\$10,000.00	0.00%	100.00%	\$0.00	\$10,000.00	100%
7	Public Works Building Remodel	1 LS	\$269,225.00	7.98%	100.00%	\$21,475.00	\$269,225.00	100%
<b>CHANGE ORDERS:</b>								
CO1	Item 1 - Electrical Service Modifications	1 LS	\$693.00	100.00%	100.00%	\$693.00	\$693.00	100%
	Item 2 - Miscellaneous Electrical Upgrade	1 LS	\$2,332.00	100.00%	100.00%	\$2,332.00	\$2,332.00	100%
	Item 3 - Generator Gas Line	1 LS	\$2,305.45	100.00%	100.00%	\$2,305.45	\$2,305.45	100%

**FINAL PROGRESS ESTIMATE NO. 6**

JUNE 26, 2018

CITY OF BUCKLEY  
PIERCE COUNTY  
WASHINGTON

PROGRESS ESTIMATE PERIOD  
MAY 1, 2018 TO JUNE 22, 2018

PROJECT:  
CITY OF BUCKLEY  
PUBLIC WORKS BUILDING REMODEL  
G&O JOB NUMBER #17204.03

CONTRACTOR:  
LAKE TAPPS CONSTRUCTION UNLIMITED  
P.O. BOX 7318  
BONNEY LAKE, WA 98391

	PROJECT COSTS	
	AMOUNT THIS PERIOD	AMOUNT TO DATE
<b>SUBTOTAL EARNED TO DATE</b>		
SALES TAX	\$28,845.11	\$320,073.12
MATERIALS ON HAND	7.90% \$2,278.76	\$25,285.77
TOTAL	\$0.00	\$0.00
LESS 5% RETAINED (BEFORE TAX)	\$31,123.87	\$345,358.89
	\$1,442.26	\$16,003.66
<b>TOTAL EARNED TO DATE LESS RETAINAGE</b>		<b>\$329,355.23</b>
<b><u>LESS AMOUNTS PREVIOUSLY PAID</u></b>		
PROGRESS ESTIMATE NO. 1		\$71,698.67
PROGRESS ESTIMATE NO. 2		\$32,979.45
PROGRESS ESTIMATE NO. 3		\$88,545.45
PROGRESS ESTIMATE NO. 4		\$38,073.00
PROGRESS ESTIMATE NO. 5		\$68,377.05
<b>TOTAL PAYMENT NOW DUE:</b>	<b>\$29,681.61</b>	<b>\$29,681.61</b>
<b>ORIGINAL CONTRACT AMOUNT</b>	\$315,225.00	
<b>CONTRACT AMOUNT WITH CHANGE ORDER 1</b>	\$320,555.45	
<b>CONTRACT PERCENTAGE TO DATE</b>	100%	

## FINAL PROGRESS ESTIMATE NO. 6

JUNE 26, 2018

CITY OF BUCKLEY  
PIERCE COUNTY  
WASHINGTON

PROGRESS ESTIMATE PERIOD  
MAY 1, 2018 TO JUNE 22, 2018

PROJECT:  
CITY OF BUCKLEY  
PUBLIC WORKS BUILDING REMODEL  
G&O JOB NUMBER #17204.03

CONTRACTOR:  
LAKE TAPPS CONSTRUCTION UNLIMITED  
P.O. BOX 7318  
BONNEY LAKE, WA 98391

I HEREBY CERTIFY THE ABOVE ESTIMATE IS A TRUE AND CORRECT STATEMENT OF THE WORK PERFORMED UNDER THIS CONTRACT.

I HEREBY CERTIFY THAT THE WAGES HAVE BEEN PAID IN ACCORDANCE WITH RCW 39.12 (PREVAILING WAGES).

GRAY & OSBORNE, INC.

LAKE TAPPS CONSTRUCTION UNLIMITED

  
DOMINIC J. MILLER, P.E.

  
CONTRACTOR'S REPRESENTATIVE

### SUMMARY AND DISTRIBUTION OF PAYMENTS

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL EARNED PER PERIOD	SALES TAX RATE	SALES TAX AMOUNT	MATERIALS ON HAND	RETAINAGE (5%)	TOTAL PAYMENT
1	OCTOBER 23, 2017 TO NOVEMBER 21, 2017	\$69,678.01	7.90%	\$5,504.56	\$0.00	\$3,483.90	\$71,698.67
2	NOVEMBER 22, 2017 TO DECEMBER 31, 2017	\$32,050.00	7.90%	\$2,531.95	\$0.00	\$1,602.50	\$32,979.45
3	JANUARY 1, 2018 TO FEBRUARY 2, 2018	\$86,050.00	7.90%	\$6,797.95	\$0.00	\$4,302.50	\$88,545.45
4	FEBRUARY 3, 2018 TO MARCH 12, 2018	\$37,000.00	7.90%	\$2,923.00	\$0.00	\$1,850.00	\$38,073.00
5	MARCH 13, 2018 TO APRIL 30, 2018	\$66,450.00	7.90%	\$5,249.55	\$0.00	\$3,322.50	\$68,377.05
6	MAY 1, 2018 TO JUNE 22, 2018	\$28,845.11	7.90%	\$2,278.76	\$0.00	\$1,442.26	\$29,681.61
<b>TOTAL:</b>		\$320,073.12		\$25,285.77	\$0.00	\$16,003.66	\$329,355.23

**RELEASE OF RETAINAGE PROGRESS ESTIMATE NO. 7**

**JUNE 29, 2018**

CITY OF BUCKLEY  
PIERCE COUNTY  
WASHINGTON

PROJECT:  
CITY OF BUCKLEY  
PUBLIC WORKS BUILDING REMODEL  
G&O JOB NUMBER #17204.03

CONTRACTOR:  
LAKE TAPPS CONSTRUCTION UNLIMITED  
P.O. BOX 7318  
BONNEY LAKE, WA 98391

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
1	Mobilization and Demobilization	1 LS	\$20,000.00	0.00%	100.00%	\$0.00	\$20,000.00	100%
2	Unexpected Site Changes	1 CALC	\$5,000.00					
	Foundation Revisions	1 CALC	\$4,478.01	0.00%	100.00%	\$0.00	\$4,478.01	100%
	Missing Truss	1 CALC	\$1,704.47	0.00%	100.00%	\$0.00	\$1,704.47	100%
	Floor Elevation Change Repair	1 CALC	\$2,170.19	0.00%	100.00%	\$0.00	\$2,170.19	100%
	Storm/Roof Drain Modification	1 CALC	(\$3,835.00)	0.00%	100.00%	\$0.00	(\$3,835.00)	100%
3	Trench Excavation Safety System	1 LS	\$0.00	0.00%	0.00%	\$0.00	\$0.00	0%
4	Erosion Control	1 LS	\$1,000.00	0.00%	100.00%	\$0.00	\$1,000.00	100%
5	Utility Service	1 LS	\$10,000.00	0.00%	100.00%	\$0.00	\$10,000.00	100%
6	Sitework and Restoration	1 LS	\$10,000.00	0.00%	100.00%	\$0.00	\$10,000.00	100%
7	Public Works Building Remodel	1 LS	\$269,225.00	0.00%	100.00%	\$0.00	\$269,225.00	100%
<b>CHANGE ORDERS:</b>								
CO1	Item 1 - Electrical Service Modifications	1 LS	\$693.00	0.00%	100.00%	\$0.00	\$693.00	100%
	Item 2 - Miscellaneous Electrical Upgrade	1 LS	\$2,332.00	0.00%	100.00%	\$0.00	\$2,332.00	100%
	Item 3 - Generator Gas Line	1 LS	\$2,305.45	0.00%	100.00%	\$0.00	\$2,305.45	100%

**RELEASE OF RETAINAGE PROGRESS ESTIMATE NO. 7**

**JUNE 29, 2018**

CITY OF BUCKLEY  
PIERCE COUNTY  
WASHINGTON

PROJECT:  
CITY OF BUCKLEY  
PUBLIC WORKS BUILDING REMODEL  
G&O JOB NUMBER #17204.03

CONTRACTOR:  
LAKE TAPPS CONSTRUCTION UNLIMITED  
P.O. BOX 7318  
BONNEY LAKE, WA 98391

	PROJECT COSTS	
	AMOUNT THIS PERIOD	AMOUNT TO DATE
<b>SUBTOTAL EARNED TO DATE</b>	\$0.00	\$320,073.12
<b>SALES TAX</b>	7.90% \$0.00	\$25,285.77
<b>MATERIALS ON HAND</b>	\$0.00	\$0.00
<b>TOTAL</b>	\$0.00	\$345,358.89
<b>LESS 5% RETAINED (BEFORE TAX)</b>	(\$16,003.66)	\$0.00
<b>TOTAL EARNED TO DATE LESS RETAINAGE</b>		<b>\$345,358.89</b>
<b><u>LESS AMOUNTS PREVIOUSLY PAID</u></b>		
PROGRESS ESTIMATE NO. 1		\$71,698.67
PROGRESS ESTIMATE NO. 2		\$32,979.45
PROGRESS ESTIMATE NO. 3		\$88,545.45
PROGRESS ESTIMATE NO. 4		\$38,073.00
PROGRESS ESTIMATE NO. 5		\$68,377.05
PROGRESS ESTIMATE NO. 6		\$29,681.61
<b>TOTAL PAYMENT NOW DUE:</b>	<b>\$16,003.66</b>	<b>\$16,003.66</b>
<b>ORIGINAL CONTRACT AMOUNT</b>	\$315,225.00	
<b>CONTRACT AMOUNT WITH CHANGE ORDER 1</b>	\$320,555.45	
<b>CONTRACT PERCENTAGE TO DATE</b>	100%	

**RELEASE OF RETAINAGE PROGRESS ESTIMATE NO. 7**  
**JUNE 29, 2018**

CITY OF BUCKLEY  
 PIERCE COUNTY  
 WASHINGTON

PROJECT:  
 CITY OF BUCKLEY  
 PUBLIC WORKS BUILDING REMODEL  
 G&O JOB NUMBER #17204.03

CONTRACTOR:  
 LAKE TAPPS CONSTRUCTION UNLIMITED  
 P.O. BOX 7318  
 BONNEY LAKE, WA 98391

I HEREBY CERTIFY THE ABOVE ESTIMATE IS A  
 TRUE AND CORRECT STATEMENT OF THE  
 WORK PERFORMED UNDER THIS CONTRACT.

GRAY & OSBORNE, INC.

DOMINIC J. MILLER, P.E.

**SUMMARY AND DISTRIBUTION OF PAYMENTS**

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL EARNED PER PERIOD	SALES TAX RATE	SALES TAX AMOUNT	MATERIALS ON HAND	RETAINAGE (5%)	TOTAL PAYMENT
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2	NOVEMBER 22, 2017 TO DECEMBER 31, 2017	\$32,050.00	7.90%	\$2,531.95	\$0.00	\$1,602.50	\$32,979.45
3	JANUARY 1, 2018 TO FEBRUARY 2, 2018	\$86,050.00	7.90%	\$6,797.95	\$0.00	\$4,302.50	\$88,545.45
4	FEBRUARY 3, 2018 TO MARCH 12, 2018	\$37,000.00	7.90%	\$2,923.00	\$0.00	\$1,850.00	\$38,073.00
5	MARCH 13, 2018 TO APRIL 30, 2018	\$66,450.00	7.90%	\$5,249.55	\$0.00	\$3,322.50	\$68,377.05
6	MAY 1, 2018 TO JUNE 22, 2018	\$28,845.11	7.90%	\$2,278.76	\$0.00	\$1,442.26	\$29,681.61
7	JUNE 29, 2018	\$0.00	7.90%	\$0.00	\$0.00	(\$16,003.66)	\$16,003.66
<b>TOTAL:</b>		\$320,073.12		\$25,285.77	\$0.00	\$0.00	\$345,358.89



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT: Consideration of Sundstrom Purchase Offer for PC Tax Parcel #8000050200</b>	<b>Agenda Date: August 14, 2018</b>		<b>AB18-070</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson	X	X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts	X	X
	City Engineer – Dominic Miller		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> Offer & Map Exhibit			
<p>SUMMARY STATEMENT: At the July 24, 2018 City Council Meeting the City Council was presented with an offer by Mr. Sundstrom to purchase PC Parcel #8000050200. This property is a 1.56 acre parcel that is located at the NW corner of Jefferson Street and River Ave which includes a portion of the Foothills Trail and is also a part of the City’s Rainier Gateway Subarea.</p> <p>In November, 2017 the City advertised a Request for Proposal to interested parties for development of this Rainier Gateway Subarea, but received no proposals by the deadline. Mr. Sundstrom submitted no proposal based on the terms of the RFP, nor did he approach the City Council requesting consideration of an offer.</p> <p>City staff is recommending that the City Council reject the Sundstrom offer for the purchase of PC Parcel #8000050200 because it's unresponsive to the plans the Council had for the property as expressed in the RFP.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Tentative A/F/PS 8/14/18			
RECOMMENDED ACTION: <b>MOTION to <u>Accept</u> or <u>Reject</u> the Sundstrom Offer to Purchase PC Parcel #8000050200.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

Earnest Money - Pierce County Tax lot 8000050200

7-24-2018

Enclosed is a check in the amount of \$1,000 as a down payment on the purchase of the following real property owned by the city of Buckley: The NE 1/2 of tax lot 8000050200 located E of asphalt trail.

Subject to following conditions:

- 1) Subject to appraisal by certified appraiser. Minimum price \$2.40/sq. ft.
- 2) The option of buyer to accept or reject the offer if it is greater than the appraisal/square foot for the property sold by the city on NW corner E of HWY 162/165 AKA "the Danziger property".
- 3) The city will make arrangements to remove/relocate trees on the property & any other structures located on the property.
- 4) Subject to the City of Buckley providing title free of encumbrance.
- 5) City of Buckley agrees to accomplish any soil remediation, if necessary.
- 6) Buyer has option to purchase remaining portion of subject tax lot (SW 1/2 of tax lot 8000050200 E of asphalt trail) within 5 years of original closing for same price/sq ft.

This offer remains in effect until 1 month after 1) has been completed.

Signed:

Marvin Sundstrom 7-24-18  
Sandra Sundstrom 7-24-18

MARVIN SUNDSTROM  
 SANDRA SUNDSTROM  
 P.O. BOX 2080 PH. 360-829-5249  
 BUCKLEY, WA 98321

19-8140/3250

3840

DATE 7-29-2018

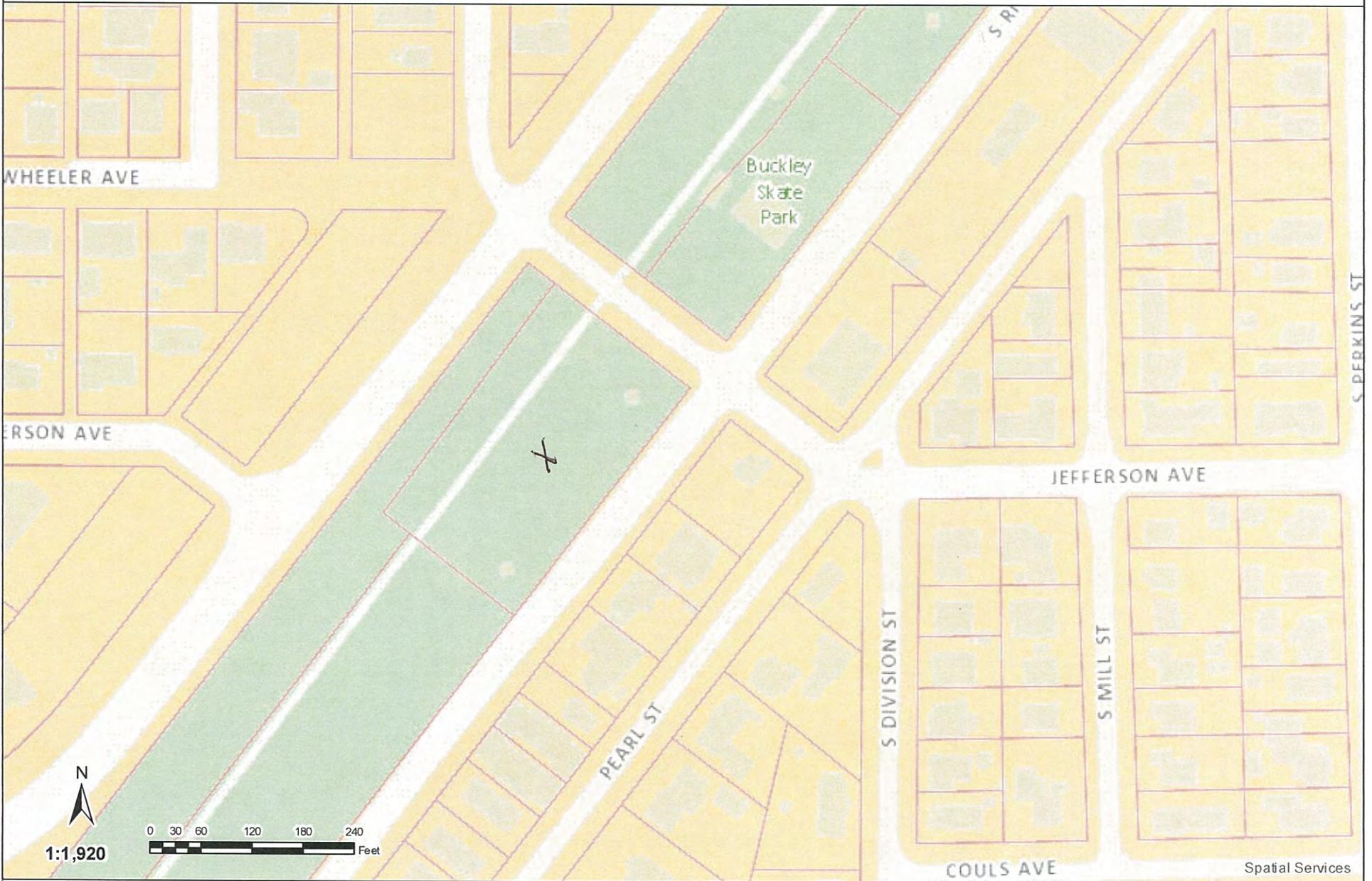
PAID TO THE ORDER OF CITY OF BUCKLEY \$1,000<sup>00</sup>  
 ONE THOUSAND & NO HUNDREDS AND 00/100 DOLLARS

more than just money **BECU**  
 P.O. Box 97050  
 Seattle, WA 98124-9750  
 800-233-2328 • 206-439-5700  
 www.becu.org

MEMO EM-8000050200

Marvin Sundstrom MP

Altec Vitas



Disclaimer: Map features are approximate and have not been surveyed. Additional features not yet mapped may be present. Pierce County assumes no liability for variations ascertained by formal survey. 8/8/2018

# Assessor-Treasurer electronic Property Information Profile

## Land Characteristics for 8000050200

08/09/2018 01:48 PM



### Property Details

**Parcel Number:** 8000050200  
**Site Address:** XXX S RIVER AV  
**Account Type:** Real Property  
**Category:** Land and Improvements  
**Use Code:** 9170-COMM VAC LAND

### Location:

**LEA:** 3066  
**RTSQQ:** 06-19-03-31

### Amenities

**WF Type:** n/a  
**View Quality:** n/a  
**Street Type:** Paved

### Taxpayer Details

**Taxpayer Name:** BUCKLEY CITY OF  
**Mailing Address:** PO BOX 1960  
 BUCKLEY WA 98321-1960

### Size

**SF:** 68,000  
**Acres:** 1.56  
**Front Ft:** 336

### Utilities

**Electric:** Power Available  
**Sewer:** Sewer/Septic No  
**Water:** Water Available

**Warning:** Appraisal data provided is for informational purposes only and is incomplete for determination of value.

**I acknowledge and agree to the prohibitions listed in RCW 42.56.070(9) against releasing and/or using lists of individuals for commercial purposes.** Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system does so at their own risk. **All critical information should be independently verified.**

Pierce County Assessor-Treasurer  
 Mike Lonergan  
 2401 South 35th St Room 142  
 Tacoma, Washington 98409  
 (253)798-6111 or Fax (253)798-3142  
[www.piercecountywa.org/atr](http://www.piercecountywa.org/atr)

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## D. CONSENT AGENDA

**City Council  
July 24, 2018**

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

Upon roll call the following Council members were present: Tremblay, Bender, Wilbanks, S. Burkett, Smith, B. Burkett and Leggett. Also in attendance were City Administrator Schmidt, Police Chief Arsanto, Fire Chief Predmore and Associate Planner Wallgren.

Mayor Johnson stated that we have an amended agenda this evening and asked if there were any other additions, deletions, or changes to the amended agenda. There were none. **Council member Smith moved to approve the amended agenda. Council member S. Burkett seconded the motion.**

**CITIZEN PARTICIPATION**

**Marvin Sundstrom – 881 Sheets Rd. Buckley, WA 9832**

Marvin Sundstrom passed out a message that outlines a development that would meet the need of most of those concerned about Buckley, past and present. The basic plan would be to create a development that meets the needs now addressed within the City.

**Florence Jones – 451 Couls Ave. Buckley, WA 98321**

Florence Jones stated that she read in the paper that the City of Buckley is considering developing the park area. The park strip is a pleasant site when coming in to Buckley from Bonney Lake after seeing a Bus Barn, Auto Wrecking Facility and a Lumber yard. Please retain Buckley's park strip.

**Kathryn Metzger – 376 Division St. Buckley, WA 98321**

Kathryn Metzger stated that she was opposed to the residential and commercial development and thinks the parks are very important to the kids and the people of the City of Buckley.

**STAFF REPORTS**

Associate Planner Wallgren stated she just received new applications today, including an application for the bakery. Originally they were planning on revamping the existing residence but have decided to start from scratch and it will be very nice with two studio apartments above. They have a lot of developments that are in the beginning stages as well as lots of land use applications. Also, thank you for the support for getting an Intern as she can really use the extra help.

Police Chief Arsanto stated that the storage shed/garage at the police station just needs the siding and garage doors and it will be done. The 2<sup>nd</sup> quarter report will be brought to the next Council meeting and we will be conducting Oral Boards next Friday.

City Administrator Schmidt stated that the River Ave project is almost complete. In 2014 the City of Buckley submitted an application to Pierce County for an urban growth area. The application was not denied, but we were told it would be revisited. Next week the Mayor, Council member Tremblay and I have a meeting with Pierce County and we may have another chance at the urban growth area.

## **MAIN AGENDA**

**Public Hearing: 2019-2024 Six Year Transportation Improvement Plan (STIP):**  
Mayor Johnson recessed the City Council meeting and opened the Public Hearing at 7:25 PM. There were no speakers. Mayor Johnson closed the Public Hearing and reconvened the City Council meeting at 7:29 PM.

**ORD No. 13-18: Amending 2018 City Salary Scale (Rev #2):**  
Council member S. Burkett moved to Approve ORD No. 13-18 Amendment #2 of the 2018 City Employee Salary Scale. Council member Smith seconded the motion. Upon roll call vote motion carried 7/0.

**RES No. 18-06: Adopting the 2019-2024 STIP:**  
Council member Tremblay moved to Approve RES No. 18-06 Adopting the 2019-2024 Six Year Transportation Improvement Plan. Council member Leggett seconded the motion. Motion carried.

**Agreement Amendment: - SCORE Inmate Housing:**  
Council member Leggett moved to Approve the Amendment to the Inmate Housing Agreement between the City and SCORE for 2019. Council member Smith seconded the motion. Motion carried.

**Agreement – PSE Schedule 74 Construction Contract –CO#1 &CO#2:**  
Council member Smith moved to Approve Change Orders #1 & #2 for the PSE Utility Underground Conversion for the River Ave. Reconstruction Project. Council member Leggett seconded the motion. Motion carried.

**Construction Management Services Proposal – 2018 Utilities Project:**  
Council member Tremblay moved to Approve the Consultant Scope of Work for Construction Management of the 2018 Consolidated Utility Project for a Total Cost of \$115,600. Council member Leggett seconded the motion. Motion carried.

**2018 Combined Utility Project – Change Order #1:**  
Council member Tremblay moved to Approve the 2018 Consolidated Utility Project Change Order #1 Not to Exceed Cost of \$117,179.40. Council member Leggett seconded the motion. Motion carried.

## **CONSENT AGENDA**

**Council Member Smith moved to approve the Consent Agenda. Council member S. Burkett seconded the motion. Motion carried.**

Approve Minutes of July 3, 2018 City Council Study Session  
Approve Minute of July 10, 2018 City Council Minutes

Claim check numbers 58686 through 58705, in the amount of \$264,705.08, for the period of July 11, 2018 through July 24, 2018 are hereby approved and ordered paid this 24<sup>th</sup> day of July, 2018.

## **COMMITTEE REPORTS**

**Mayor's Report:** Mayor Johnson stated that the Health Department is going to be doing research in our area as we have the lowest life expectancy in the county and they want to try to figure out why we are significantly lower than other areas in the county.

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

Council member Tremblay stated they met this morning and most of the topics discussed where on the agenda this evening. Police and Fire are both extremely busy and concerned with the growth of the City and employee statuses. The Budget calendar will be going out soon and meetings will be starting in August.

### **Transportation & Utilities:**

Council member B. Burkett stated they met on July 17<sup>th</sup> and discussed topics on the agenda. The River Ave project was discussed along with a discussion on geotech codes.

### **Community Services:**

Council member S. Burkett stated that they approved an amended design review for the Fire House Pub, and this year's National Night Out will be cancelled due to staff shortage.

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

Council member Smith stated his number one priority is public safety and during budget discussions we need to address the compensation for our officers and make sure they have the proper equipment and funding.

Council member B. Burkett asked who authored the press release and stated he believes there are inconsistencies that need to be addressed and left it at that.

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

**With nothing further the meeting was adjourned at 7:58 PM.**

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Mayor

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City Administrator

**CITY COUNCIL  
STUDY SESSION**

**August 7, 2018**

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

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

Mayor Pro Tem Tremblay opened the meeting with City Administrator Schmidt explaining updates on the Rainier Gateway, and allowed each Council member to voice their opinions on the project. After a very lengthy discussion, the MOU for the Rainier Gateway will be on the next Council meeting agenda.

City Administrator Schmidt informed Council members about the UGA Application and where the City stands with the application.

Mayor Pro Tem Tremblay adjourned the study session at 8:15 PM.

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City Administrator Dave Schmidt

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Mayor Pat Johnson

CITY OF BUCKLEY		Jul 31 2018		TRANSFER VOUCHER	
From Fund #	NAME	AMOUNT	To Fund #	NAME	Bars Number
1	General Fund	\$ 268,603.43		Payroll Fund	
		\$ 109,789.54		Claims Fund	
	597.00.40	\$ 100.00	430	Utility Equip Res	397.00.60
	597.00.65	\$ 416.00	2	Contingency Reserve Fund	397.00.10 St Merge
3	GF Cumulative Reserve				
	597.00.30	\$ 21,579.86	1	G F Investment Interest	397.00.45 St Merge
4	Cemetery			Claims Fund	
	597.00.00	\$ 83.00	430	Utility Equipment Reserve	397.00.20
	597.00.50.30		1	GF Insurance Portion	397.60.80 St Merge
7	P D Maintenance Reserve	\$ 1,646.41		Payroll Fund	
				Claims Fund	
8	Railroad ROW	\$ 2,464.55		Payroll Fund	
				Claims Fund	
	597.00.50.30		1	GF Insurance Portion	397.60.80 St Merge
	597.00.00.46	\$ 83.00	430	Utility Equipment Reserve	397.00.70
30	Fire Equipment & EMS Reserve	\$ 4,092.62		Payroll Fund	
				Claims Fund	
35	Park Construction	\$ 6,590.35		Payroll Fund	
				Claims Fund	
	597.10.00.10	\$ 216.37	1	G F Investment Interest	397.00.40 St Merge
	597.10.10.10	\$ 2,778.00	307	Cap Imp Trailhead Parking	397.10.40
	597.10.20	\$ 223.00	430	Utility Equipment Reserve	397.00.75
101	Street Operations	\$ 4,765.63		Payroll Fund	
		\$ 6,444.10		Claims Fund	
	597.00.00	\$ 42.00	430	Utility Equipment Reserve	397.00.10
	597.50.00.30		1	GF Insurance Portion	397.60.82
	597.20.00	\$ 4,000.00	1	GF Administration	397.60.20
	597.30.00	\$ 1,000.00	102	Street Capital Improvement	397.00.10.50
	597.50.00.70	\$ 41.00	1	GF Dispatch	397.60.22
102	Street Capital Improvement	\$ 220,188.63		Payroll Fund	
				Claims Fund	
	597.10.00.30	\$ 324.33	1	GF Investment Interest	397.00.40
	597.10.00.31	\$ 4,225.00	1	GF Project Administration	397.60.95

From Fund #	NAME	AMOUNT	To Fund #	NAME
	Bars Number			Bars Number
102	Street Capital Improvement			
	597.10.00.32	\$ 2,778.00	307	Cap Imp Trailhead Parking
	597.10.00.33	\$ 1,112.00	430	Utility Equipment Reserve
103	Tranportation Benefit District	\$ 22.40		Claims Fund
	597.00.00	\$ 4,167.00	101	City Street
	597.30.48	\$ 6,792.00	101	City Street
105	EMS	\$ 8,195.93		Payroll Fund
		\$ 6,452.26		Claims Fund
	597.90.00	\$ 500.00	030/131	Fire Equip/EMS Res
	597.90.00.40	\$ 125.00	30	Fire/EMS Bunker Gear
109	Criminal Justice			Payroll Fund
				Claims Fund
	597.10.00.20	\$ 4,167.00	7	PD Maintenance Reserve
134	Fire Station Construction			Payroll Fund
				Claims Fund
	597.10.00.30	\$ 85.74	202	FS Bond Investment Interest
136	Visitor Promo			Payroll Fund
		\$ 514.06		Claims Fund
	597.10.00.10	\$ 121.75	1	GF Investment Interest
	597.51.00.30		1	GF Insurance Portion
	597.52.00.60		1	GF Brick Sales Administration
202	Fire Station Construction Bond			Claims Fund
307	Capital Improvement			Payroll Fund
		\$ 38,134.20		Claims Fund
	597.10.00.10	\$ 468.93	1	GF Investment Interest
	597.10.00.31	\$ 530.00	1	GF Project Administration
	597.10.00.32		102	St Cap - PW Admin Bldg
308	Comp Plan Cap Imp	\$ 6,773.11		Payroll Fund
				Claims Fund
	597.10.30	\$ 5,556.00	307	Cap Imp - PW Admin Bldg
401	Natural Gas Operations			Claims
	6% tax 533.10.54		1	GF Business Tax
	597.00.00.70		1	GF Gas System Sale
<b>From Fund #</b>		<b>AMOUNT</b>		<b>To Fund #</b>

	NAME			NAME	
		Bars Number			Bars Number
402	Water Sewer Operations		\$ 77,550.27	Payroll Fund	
			\$ 67,283.77	Claims Fund	
	10% tax W	534.10.54	\$ 8,645.01	1 GF Business Tax	316.42
	10% tax S	535.10.54	\$ 18,359.30	1 GF Business Tax	316.44
		597.00.00.50	\$ 542.00	1 GF Dispatch	397.00.60
		597.00.00.51	\$ 6,768.00	1 GF Admin Water	397.60.10
		597.00.00.52	\$ 8,363.00	1 GF Admin Sewer	397.60.10
	W	597.00.00.53		1 GF Insurance Portion	397.60.60
	S	597.00.00.55		1 GF Insurance Portion	397.60.60
		597.00.00.70	\$ 69,874.00	405 Sewer Imp Fund	397.00.00 St Merge
		597.00.00.80	\$ 20,105.00	406 Water Imp Fund	397.00.00 St Merge
		597.00.00.40	\$ 2,084.00	430 Utility Equipment Reserve	397.00.40
		597.00.00.90	\$ 5,556.00	307 Cap Imp - PW Admin Bldg	397.10.60
403	Solid Waste		\$ 73,323.57	Claims Fund	
	10% tax	537.10.54	\$ 9,680.04	1 GF Business Tax	316.45
		597.00.00.10	\$ 5,112.00	1 GF Administration	397.60.40
		597.00.00.55		1 GF Insurance Portion	397.60.83
405	Sewer Ext & Replacement			Payroll Fund	
			\$ 450.48	Claims Fund	
		597.10.00.31	\$ 729.00	1 GF Project Administration	397.60.96
		597.10.00.32	\$ 4,445.00	307 Cap Imp - PW Admin Bldg	397.10.80.70
		597.10.00.33	\$ 2,778.00	430 Utility Equipment Reserve	397.00.85
406	Water Line Replacement & Ext			Payroll Fund	
			\$ 31,791.25	Claims Fund	
		597.10.00.31	\$ 1,264.00	1 GF Project Administration	397.60.97
		597.10.00.32	\$ 2,778.00	307 Cap Imp - PW Admin Bldg	397.10.80.80
		597.10.00.40	\$ 2,778.00	430 Utility Equipment Reserve	397.00.90
407	Storm Drain Operation & Maint		\$ 17,246.69	Payroll Fund	
			\$ 5,910.39	Claims Fund	
	10 % tax	531.30.44.01	\$ 4,638.44	1 GF Business Tax	316.48
		597.00.00	\$ 1,250.00	430 Utility Equipment Reserve	397.00.50
		597.00.00.10	\$ -	408 Storm Drain Cap	397.00.30 St Merge
		597.00.00.20	\$ 6,190.00	1 GF Admin	397.60.40.10
		597.00.00.53		1 GF Insurance Portion	397.60.71
		597.00.00.57	\$ 42.00	1 GF Dispatch	397.60.21
From Fund #			AMOUNT	To Fund #	
	NAME			NAME	



## E. COMMITTEE REPORTS