



BUCKLEY CITY COUNCIL MEETING AGENDA
May 28, 2019
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 #09-19
Next Resolution #19-04
Next Agenda Bill #AB19-050

A. Citizen Participation

Time Limit of Three Minutes (Citizens wishing to speak are encouraged to sign up at City Hall by Wednesday prior to the Council Meeting)

B. Staff Reports

C. Main Agenda

1. ORD No. ____-19, Amending and Renaming Chapter 3.314 (Fire Station Construction Fund) Pg. 8
2. Consultant Scope of Work - 2019 Consolidated Utilities Project Pg. 11
3. First Amendment to Agreement CC-92482 (Traffic Maintenance) Pg. 19
4. Agreement – Public Safety Testing Pg. 29

D. Consent Agenda

5. A. Approve Minutes of May 14, 2019 Pg. 39
- 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>

CITY OF BUCKLEY MEETING LIST

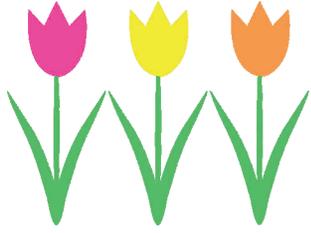
May 2019

May 28	9:30 AM	Admin/Finance/Public Safety (City Hall)
May 28	7:00 PM	City Council

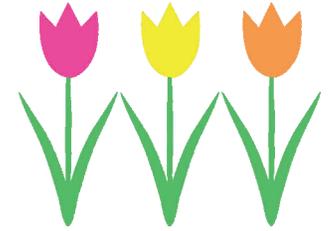
June 2019

June 3	7:00 PM	Planning Commission
June 4	7:00 PM	City Council Study Session
June 10	10:30 AM	Buckley Hall Board (City Hall)
June 11	9:30 AM	Admin/Finance/Public Safety (City Hall)
June 11	7:00 PM	City Council
June 17	7:00 PM	Planning Commission
June 18	7:00 PM	Transportation & Utilities (City Hall)
June 20	1:00 PM	Community Services (City Hall)
June 25	9:30 AM	Admin/Finance/Public Safety (City Hall)
June 25	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 May 20, 2019



May 2019



Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6 7 Planning Commission	7 5 Community Summit in lieu of Study Session	8	9	10	11 City-Wide Shred Event 10 am—1 pm
12 	13 10:30 Buckley Hall Board	14 9:30 A/F/PS 7 City Council	15	16 1 Community Services	17	18
19	20 7 Planning Commission	21 7 Transportation & Utilities	22	23	24	25
26	27 	28 9:30 A/F/PS 7 City Council	29	30	31	



June 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 <i>7:00 Planning Commission</i>	4 <i>7:00 City Council Study Session</i>	5	6	7	8
9	10 <i>10:30 Buckley Hall Board</i>	11 <i>9:30 A/F/PS 7:00 City Council</i>	12	13	14	15
16	17 <i>7:00 Planning Commission</i>	18 <i>7:00 Transp. & Utilities</i>	19	20 <i>1:00 Community Services</i>	21  IT'S SUMMER!	22 <i>Buckley Jr. Log Show</i>
23	24	25 <i>9:30 A/F/PS 7:00 City Council</i>	26	27	28	29 <i>Buckley Log Show</i>
30 <i>Buckley Log Show</i>						

A. CITIZEN PARTICIPATION

B. STAFF REPORTS

C. MAIN AGENDA



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: ORD No. ____-19 – Amending and Renaming Chapter 3.134 (Fire Station Construction Fund) of the Buckley Municipal Code	Agenda Date: May 28, 2019 AB19-050		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		X
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
Attachments: Ordinance			
<p>SUMMARY STATEMENT: This chapter was created back in 1997 when the City Council established the fund to be used to design and construct improvements to the existing fire station and surrounding property. However, in 2010 voters approved a bond measure funding the construction of a new fire station facility. The construction of this new facility was completed in 2012 and staff is recommending that the Council rename this fund to comply with current accounting rules. With Council approval, the new name will be “Fire Department Facility Maintenance and Capital Improvement Fund)</p>			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS 5-14-2019			
<p>RECOMMENDED ACTION: MOVE to Approve Ordinance No. 09-19 Amending and Renaming Chapter 3.134 Fire Station Construction Fund of the Buckley Municipal Code to Reflect Completion of the new Facility and Appropriate Future use of Revenues from this Fund.</p>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

CITY OF BUCKLEY, WASHINGTON

ORDINANCE NO. _____-19

AN ORDINANCE OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON, AMENDING AND RENAMING CHAPTER 3.134 FIRE STATION CONSTRUCTION FUND OF THE BUCKLEY MUNICIPAL CODE TO REFLECT COMPLETION OF THE NEW FACILITY AND APPROPRIATE FUTURE USE OF REVENUES FROM THIS FUND.

WHEREAS, through adoption of Ordinance No. 50-97, the City Council established the Fire Station Construction fund to be used to design and construct improvements to existing fire station and the surrounding property; and

WHEREAS, in 2010, local voters approved a bond measure funding the construction of a new fire station facility; and

WHEREAS, in 2012, construction of the new fire station facility was completed; and

WHEREAS, the title of “Fire Station construction Fund” does not accurately state the intended use of this fund; and

WHEREAS, the City Council desires to make these corrections to comply with current accounting rules;

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

Section 1. BMC 3.134.020 entitled “Fire Station Construction Fund: is hereby repealed and replaced with the following:

3.134.010 Created.

There is created a Fire Department Facility Maintenance and Capital Improvement Fund.

3.134.020 Revenues.

Not less than ten-percent of the revenue from the contract for fire protection between the City and the Department of Social and Health Services shall be deposited in this fund. Other revenues may be added to this fund by action of the City Council.

3.134.030 Use.

The Fire Department Facility Maintenance and Capital Improvement Fund shall be used exclusively for the construction, improvement and repair of the fire department facility, grounds,

equipment and training facility. This fund shall not be used for expenses deemed by the City Administrator to be expenses for normal operation and maintenance of the fire department facilities and equipment.

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

Section 3. Effective Date. This Ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after publication.

Introduced, passed, and approved this 28th day of May 2019.

Mayor Pat Johnson

ATTEST:

Trevia Percival, MMC – City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

PUBLISHED: _____
EFFECTIVE: _____



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Engineering Services Proposal for Design of 2019 Utilities Project	Agenda Date: May 28, 2019 AB19-051		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		X
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		X
Attachments: Proposal			
<p>SUMMARY STATEMENT: The City desires to employ the services of Gray & Osborne in the 2019 Utilities Project. Gray & Osborne shall provide the following services:</p> <ul style="list-style-type: none"> • Water Mains <ul style="list-style-type: none"> ✓ Edith from Park to Dundass (replace 380 linear feet of 8-inch main) ✓ McNeely from Collins to Mason (install 760 linear feet of 8-inch main) • Sanitary Sewer Mains <ul style="list-style-type: none"> ✓ McNeely from Collins to Mason (install 760 linear feet of 12-inch main) ✓ Spiketon from A to Ryan (replace 550 linear fee of 8-inch main) ✓ Spiketon from south of Mountain View to Ryan (replace 630 linear feet of 8-inch main) • Roads, Sidewalks, and ADA Ramps <ul style="list-style-type: none"> ✓ Dieringer Traffic Calming ✓ Collins Road Restoration East of McNeely ✓ Edith from Dundass to Park Asphalt Overlay ✓ Miscellaneous Sidewalk and ADA Ramp Replacements ✓ Foothills Trail Repair (replace 150 linear feet of asphalt trail) ✓ Copperwind Road Repairs ✓ Spiketon from south of Mountain View to Ryan Road (curb, gutter, asphalt, and sidewalk on both sides). <p>Please see attached proposal for specific tasks.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Transportation & Utilities 5/21/17			
RECOMMENDED ACTION: MOVE to Approve the Engineering Services Proposal for Design of the 2019 Utilities Project			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	



May 20, 2019

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

SUBJECT: REVISED ENGINEERING SERVICES PROPOSAL FOR DESIGN OF
2019 UTILITIES PROJECT
CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON
G&O #20172.90

Dear Mr. Schmidt:

Gray & Osborne has developed this revised proposal to provide design engineering services for the 2019 Utilities project.

The attached Exhibit A defines the scope of work for the design of the utility improvements. The attached Exhibit B includes a breakdown of hours and fees for this work. The estimated cost for completing the scope of work is \$139,300.

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

Sincerely,

GRAY & OSBORNE, INC.

Dominic J. Miller, P.E.

DJM/hh
Encl.

cc: Mr. Chris Banks, Public Works Director, City of Buckley



Mr. Dave Schmidt
May 20, 2019
Page 2

CITY OF BUCKLEY – 2019 UTILITIES PROJECT DESIGN ENGINEERING SERVICES

Gray & Osborne, Inc. is hereby authorized to proceed with the engineering services as noted herein and under the terms and conditions of our current On-Call Engineering Services Contract dated September 14, 2011, for a cost not to exceed \$139,300 as noted herein without further written direction and authorization of the City.

Name (Print)

Title

Signature

Date

EXHIBIT A
SCOPE OF WORK
CITY OF BUCKLEY
2019 UTILITIES PROJECT DESIGN

PROJECT OVERVIEW

The City of Buckley plans to complete its 2019 Utilities project, to include water mains, sanitary sewer mains, and road restoration. The City has requested a scope of work for engineering services to design the 2019 Utilities project. The project includes the following locations and descriptions:

Water Mains

- Edith from Park to Dundass (replace 380 linear feet of 8-inch main)
- McNeely from Collins to Mason (install 760 linear feet of 8-inch main)

Sanitary Sewer Mains

- McNeely from Collins to Mason (install 760 linear feet of 12-inch main)
- Spiketon from A to Ryan (replace 550 linear feet of 8-inch main)
- Spiketon from south of Mountain View to Ryan (replace 630 linear feet of 8-inch main)

Roads, Sidewalks, and ADA Ramps

- Dieringer Traffic Calming
- Collins Road Restoration east of McNeely
- Edith from Dundass to Park Asphalt Overlay
- Miscellaneous Sidewalk and ADA Ramp Replacements
- Foothills Trail Repair (replace 150 linear feet of asphalt trail)
- Copperwynd Road Repairs
- Miscellaneous Catch Basin Repairs
- Spiketon from south of Mountain View to Ryan Road (curb, gutter, asphalt, and sidewalk on both sides)

The estimated construction cost of the proposed project is \$1,700,000. The scope of work includes engineering services through the design portion of the project only. The design work is anticipated to be completed by late summer of 2019 to allow for construction to proceed in the fall of 2019.

More specifically, the work will include the following tasks.

DESIGN

Task 1 – Project Management and Oversight

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

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

Task 2 – Geotechnical Report

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

Task 3 – Permitting

Prepare applications and obtain City right-of-way and land-disturbing activity permits, as applicable for the project locations. SEPA Checklist is not anticipated to be required.

Task 4 – Design Plans

Prepare 50 and 90 percent draft design plans in City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, cross sections, special notes, special details, etc.

- A. Complete topographical survey of project alignments for basis of design.
- B. Utilize available information from utility companies for type and location of non-City utilities including gas, power, cable, phone, and fiber optics.

Task 5 – Design Specifications

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

Task 6 – Cost Estimates

Calculate bid quantities and prepare construction cost estimates.

Task 7 – Bid Documents

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

Task 8 – Bid and Award Services

Provide bid and award services.

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

Task 9 – Quality Assurance/Quality Control

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

BUDGET

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

DELIVERABLES

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

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

EXHIBIT B

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Buckley - 2019 Utilities Project Design

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	AutoCAD Technician Hours	Professional Land Surveyor Hours	Survey Crew (2-person) Hours
1 Project Management and Oversight	16	32				
2 Geotechnical Report		2	8	4		
3 Permitting		4	8			
4 Design Plans	16	64	160	200	20	72
5 Design Specifications	12	40	80			
6 Cost Estimates	6	16	16			
7 Bid Documents	12	24	48	96		
8 Bid and Award Services	2	8	8	12		
9 Quality Assurance/Quality Control	16	16	16			
Hour Estimate:	80	206	344	312	20	72
Estimated Fully Burdened Billing Rate:*	\$165	\$135	\$120	\$90	\$140	\$180
Fully Burdened Labor Cost:	\$13,200	\$27,810	\$41,280	\$28,080	\$2,800	\$12,960

Total Fully Burdened Labor Cost: \$ 126,130

Direct Non-Salary Cost:

Mileage & Expenses (mileage @ current IRS rate) \$ 630
 Printing \$ 330

Subconsultant:

Geotechnical (PanGEO, Inc.) \$ 11,100
 Subconsultant Overhead (10%) \$ 1,110

TOTAL ESTIMATED COST: \$ 139,300

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



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION

SUBJECT: First Amendment to Memorandum of Agreement CC-92482 Between Pierce County and the City of Buckley.	Agenda Date: May 28, 2019 AB19-052		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
Municipal Court – Jessica Cash			
	PW/Utilities – Chris Banks		

Attachments: Original Memorandum of Agreement and First Amendment

SUMMARY STATEMENT: The City has regular occasion to use Pierce County’s Public Works Road Maintenance Division for street/roadway maintenance. In the past, they have performed pavement preservation (chip seal) and striping for the City at a lower cost than what we could contract for.

The original agreement was entered into on November 5, 2014 and the County wishes to execute a First Amendment to replace Section 4 Compensation and Billing Procedures. All other terms and conditions of the original agreement shall remain in full force and effect.

COMMITTEE REVIEW AND RECOMMENDATION: Transportation & Utilities 5/21/2019

RECOMMENDED ACTION: MOVE to Approve the First Amendment to Agreement CC-92482 between Pierce County and the City of Buckley for Traffic Maintenance Services.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>

**MEMORANDUM OF AGREEMENT
BETWEEN PIERCE COUNTY AND THE CITY OF BUCKLEY
REGARDING TRAFFIC MAINTENANCE SERVICES**

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

WHEREAS, the CITY has a need for specific traffic maintenance services and has requested said services as described below to be performed by the Pierce County Public Works and Utilities Department, Traffic Division; and

WHEREAS, the COUNTY agrees to perform the work described below at the convenience of the Pierce County Public Works and Utilities Department and that the CITY will reimburse the COUNTY for all costs incurred; and

WHEREAS, these services will be performed each year as needed, beginning in 2014 and continuing unless terminated in writing by either party.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the COUNTY and the CITY as follows,

SECTION 1. PURPOSE. The purpose of this agreement is to establish the rights, duties and responsibilities of the parties with regards to the traffic maintenance services requested by the CITY and any costs associated with this work.

SECTION 2. COUNTY'S RESPONSIBILITY. The COUNTY will perform traffic maintenance services for the CITY under the direction and control of the CITY.

- A. Traffic maintenance, including, but not limited to, roadway markings, roadway striping and raised pavement markers.
- B. If in the opinion of COUNTY staff the maintenance services requested are not appropriate, the COUNTY may refuse to perform such work for any reason.

SECTION 3. CITY'S RESPONSIBILITY.

- A. The CITY shall specify the location of the work to be provided by the COUNTY. The CITY shall provide the COUNTY with a list of work for each year of this agreement.
- B. Any work requested from the COUNTY shall be through written "Work Authorizations" which shall indentify the specific activities to be performed.

- C. The CITY shall be responsible for locating utilities in the area in which the COUNTY shall perform work. The CITY shall be solely responsible for all costs and damage to the utility lines.
- D. All work requested by the CITY must be performed in compliance with the COUNTY's NPDES permit.
- E. The CITY shall purchase from the COUNTY insurance and post a bond for the work which the COUNTY will perform according to this agreement.

SECTION 4. COMPENSATION AND BILLING PROCEDURE. The CITY has agreed to pay up to the amount of **\$10,000** per calendar year to complete the described traffic maintenance services and any other on call work. The CITY certifies that sufficient budgeted funds are available to cover the costs of the requested traffic maintenance services, and agrees to make payment to the COUNTY.

In consideration for the provision of maintenance services described herein, the CITY agrees to pay the COUNTY for the actual work completed based on monthly billings and in accordance with the provisions of Section 2 and 3 above. Monthly billings will be calculated as indicated below.

- A. The labor rate billed to the CITY shall be increased by thirty percent (30%) to account for administration overhead. The rate of overhead includes Maintenance Administration costs and Department Administration costs. No supervision or maintenance office costs will be charged directly.
- B. Equipment use will be charged to the CITY based upon the hours used times the Pierce County Equipment Services Division (ESD) rental rate. A five percent (5%) administration charge will be assessed for processing.
- C. Materials and supplies will be billed at cost plus a ten percent (10%) administration processing fee. Equipment Rental & Revolving Fund (ERR) inventory stocked items will be billed at the Pierce County ERR materials rate.
- D. The costs of services as outlined will be billed no later than the thirtieth (30th) day of the month by the COUNTY based on services provided in the previous month. Payments by the CITY will be due within thirty days of receipt of the billing. Monthly payments that are not paid within the allotted time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one half of one percent (.5%) per month.
- E. The billing rates for labor and equipment related to providing the

functions and services each year after 2014 shall be adjusted annually, effective January 1st of each year to reflect current costs. Increases in the costs that are the results of changes in regulatory requirements will be included in any increases to billing rates after 2014.

SECTION 5. DURATION. This agreement shall remain in full force and effect upon the date that the last signature is affixed unless terminated in writing by either party.

SECTION 6. INDEMNIFICATION AND HOLD HARMLESS. The COUNTY shall defend, indemnify, and save harmless the CITY, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, its officers, employees, or agents associated with this Agreement. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's service charges.

The CITY shall defend, indemnify and save harmless the COUNTY, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the CITY, its officers, employees, or agents associated with this Agreement. In executing this Agreement, the CITY does not assume liability or responsibility for or in any way release the COUNTY from any liability or responsibility which arises in whole or in part from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the COUNTY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same, including all chargeable costs and attorney's service charges.

SECTION 7. NO THIRD-PARTY BENEFICIARY. The COUNTY does not intend by this agreement to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this agreement to assume any contractual obligations to anyone other than the COUNTY. The COUNTY and the CITY do not intend that there be any third-party beneficiary to this agreement.

SECTION 8. INSURANCE COVERAGE. The CITY shall maintain at all times during the course of this agreement a general liability insurance policy or other comparable coverage with a self-insured retention of no more than \$500,000.00 and a policy limit of no less than \$5,000,000.00 dollars.

SECTION 9. NON-DISCRIMINATION. The COUNTY and the CITY certify that

they are Equal Opportunity Employers.

SECTION 10. ASSIGNMENT. Neither the COUNTY nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

SECTION 11. NOTICE. Any formal notice or communication to be given by the COUNTY to the CITY under this agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

City of Buckley
P.O. Box 1960, 933 Main St
Buckley, WA 98321
Attn: Dave Schmidt

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

Pierce County Public Works & Utilities
4301 South Pine Street, Suite 446
Tacoma, WA 98409-7207
Attention: County Traffic Engineer

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

SECTION 12. WAIVER. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 13. ENTIRE AGREEMENT. This agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this agreement and no prior agreements shall be effective for any purpose.

SECTION 14. TERMINATION FOR DEFAULT. If the CITY defaults by failing to perform any of the obligations of this agreement or fails to timely pay for County services, the COUNTY may, by depositing written notice to the CITY in the U.S. mail, postage prepaid, terminate the agreement.

SECTION 15. TERMINATION FOR PUBLIC CONVENIENCE. The COUNTY may terminate the contract in whole or in part whenever the COUNTY determines, in its sole discretion that such termination is in the interests of the COUNTY. Whenever the contract is terminated in accordance with this paragraph, the COUNTY shall be entitled to payment for actual work performed at unit contract prices for completed items of work. Termination of this contract by the COUNTY at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the COUNTY.

SECTION 16. AMENDMENT. Provisions within this agreement may be amended with the mutual consent of the parties hereto. No additions to, or alteration of, the terms of this agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both parties.

SECTION 17. SEVERABILITY. If any of the provisions contained in this agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 18. CHOICE OF LAW, JURISDICTION AND VENUE. This agreement shall be governed by, construed, and enforced in accordance with the laws and regulations of the United States, the State of Washington, and the ordinances of Pierce County.

SECTION 19. ATTORNEY FEES AND COSTS. In the event of any controversy, claim, or dispute arising out of or in any way relating to this agreement or its breach, the prevailing party shall be entitled to recover its cost and reasonable attorney fees.

IN WITNESS WHEREOF, the parties have executed this Agreement this 5th day of November 2014.

CITY OF BUCKLEY:

PIERCE COUNTY:

Approved as to legal form only:

By: Pat Johnson 7/29/14
Mayor Date

By: Phil Prettyman 10/17/14
Deputy Prosecuting Attorney Date

Approved as to form only:

Recommended:

By: [Signature] 9/16/14
City Attorney Date

By: W Gary Rossini 11/5/14
Budget & Finance Date

Attest:

Approved:

By: Joanne Staw 7/29/14
City Clerk Date

By: [Signature] 10/14/14
Department Director Date
(less than \$250,00)

FIRST AMENDMENT
TO MEMORANDUM OF AGREEMENT CC-92482
BETWEEN PIERCE COUNTY AND THE CITY OF BUCKLEY

THIS FIRST AMENDMENT is entered into by and between PIERCE COUNTY, a political subdivision of the State of Washington, hereinafter referred to as “COUNTY,” and the undersigned, CITY OF BUCKLEY, a municipal corporation of the State of Washington, hereinafter referred to as “CITY”.

WHEREAS, the parties have previously entered into an Agreement dated November 5, 2014, regarding traffic maintenance services; and

WHEREAS, the parties desire to execute a First Amendment to replace Section 4 Compensation and Billing Procedure,

NOW THEREFORE, in consideration of the mutual benefits and advantages to be derived by each of the parties,

IS IT HEREBY AGREED as follows:

1. The MEMORANDUM OF AGREEMENT number CC-92482 shall be amended to replace Section 4, as shown in Attachment 1.
2. ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT AND ALL SUPPLEMENTS, MODIFICATIONS, AND AMENDMENTS THERETO SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be duly executed, such parties acting by their representatives being thereunto duly authorized.

DATED this ____ day of _____, 2019.

CITY OF BUCKLEY:

PIERCE COUNTY:

Approved as to form only:

By: _____
Mayor Date

By: _____
Deputy Prosecuting Attorney Date

Approved as to form only:

Approved:

By: _____
City Attorney Date

By: _____
Department Director Date

Attest:

By: _____
City Clerk Date

By: _____
Finance Date

Attachment 1

Section 4 of the original agreement is replaced in its entirety with the section below.

SECTION 4. COMPENSATION AND BILLING PROCEDURE. In consideration for the provision described herein, the CITY agrees to pay the COUNTY up to \$10,000.00 per calendar year to complete assigned maintenance services. The CITY certifies that sufficient budgeted funds are available to cover the costs of the requested services and agrees to make payment to the COUNTY.

In consideration for the provision of maintenance services described herein, the CITY agrees to pay the COUNTY for the actual work completed based on monthly billings and in accordance with the provisions of Section 2 and 3 above. Monthly billings will be calculated as indicated below:

- A. Labor cost rates will be calculated based on the County's labor cost rates in effect during the period of service performance. Labor cost rates will be calculated based on the hours worked (in .1 increments) for in a specific job class and billed the CITY. The labor cost rates will include all Maintenance and Department Administration costs, as well as material and supply markup costs. No office costs related to management or maintenance will be charged directly.
- B. Equipment cost rates will be calculated based on the County's equipment rental rate in effect during the period of service performance. Equipment charges will be calculated based on the hours in use (in .1 increments) for each type of equipment and billed to the CITY.
- C. Materials and supplies will be billed at cost.
- D. The costs of services as outlined will be calculated and invoiced based on the services or supplies provided in a previous month. The County will make every effort to bill the monthly charges by the thirtieth (30th) day of the following month. Payments by the CITY will be due within thirty days of receipt of the invoice. Monthly payments that are not paid within the allotted time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one half of one percent (.5%) per month.
- E. The billing rates for labor and equipment related to providing the functions and services each year shall be adjusted annually, effective January 1st of each year to reflect current costs. Increases in the costs that are the results of changes in regulatory requirements will also be included in any increases to billing rates. A list of labor and/or equipment cost rates can be provided upon request.



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Agreement – Public Safety Testing	Agenda Date: May 28, 2019 AB19-053		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		X
Municipal Court – Jessica Cash			
	PW/Utilities – Chris Banks		
Attachments: Public Safety Testing Information and Subscriber Agreement			
<p>SUMMARY STATEMENT: Currently the City of Buckley through its Civil Service Commission, tests, evaluates, ranks and hires police officers. However, the City has had trouble finding qualified candidates for the position of Police Officer. Public Safety Testing delivers a candidate recruiting and testing system that produces a pre-tested applicant pool. Public Safety Testing provides recruiting and advertising assistance, written exam administration, and physical ability testing.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS 5-14-2019			
RECOMMENDED ACTION: MOVE to Approve the Subscriber Agreement with Public Safety Testing			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

THE SIMPLEST HIRING PROCESS EVER.

We do the work. You get the credit.

- Professional recruitment
- Continuously updated pool of pre-tested candidates
- Written exam & physical ability test administration
- CPAT test administration
- Background investigations
- Polygraph examinations
- EyeDetect lie detection
- Promotional testing
- Assessment centers
- Workplace misconduct investigations



“Love the quality of the services you provide and how ‘on top’ of the industry you are. Makes it so easy to defend when your processes are so thorough and consistent.”
- Debbie Korevaar, City of Yakima Civil Service

“We switched to PST and immediately experienced a noticeable increase in candidate quality and quantity.”
- Heather Stafford, City of Olympia, WA HR/Civil Service

WHAT IS PST?

PST delivers a revolutionary & proven candidate recruiting & testing system that produces a high quality, pre-tested applicant pool while saving departments significant staff time & money. Pre-employment testing, background investigations, polygraph examinations and promotional testing -- all under one roof!



Powerful Site. Powerful Information.

Access your candidate data, test scores, personal history statements and more - online 24/7.

HOW DOES IT WORK?

At PST, we do everything (so you don't have to) and provide you the results. We do the work. You get the credit.

- Professional recruiting & advertising assistance (we target the internet, social media, military, colleges, career fairs, etc)
- Written examination administration
- Law Enforcement & Corrections physical ability testing (that meets your local requirements)
- Firefighter IAFF/IAFC Candidate Physical Ability Testing (at our CPAT licensed facilities)
- Online test registration & scheduling process for your candidates
- Multiple test dates and locations – all year long!
- You can recruit both locally and in other regions in the PST network (Written testing available in all 50 states)
- Continuously updated, pre-tested pool of candidates with 24/7 online access to candidate data & scores

WHAT ARE THE RESULTS?

Thousands of law enforcement officers, firefighters, corrections officers and 911 dispatchers have been hired by departments using the PST system!

Agency representatives say:

- PST saves staff time
- PST saves money
- PST provides a higher quality and more diverse applicant pool
- PST is our professional, independent, third-party testing service
- The PST System is very appealing to "today's" applicant
- PST allows our agency to focus efforts on recruiting, oral boards and backgrounds. We no longer worry about the initial testing process.

WHAT OTHER SERVICES DO YOU OFFER?

Our most popular add-on services are pre-employment background investigations and promotional assessment centers. We also offer polygraph examinations, EyeDetect lie detection, promotional written exams, and other services related to hiring and promoting the best people.



LAW ENFORCEMENT STATE TROOPER FIREFIGHTER CORRECTIONS OFFICER PARAMEDIC 911 DISPATCHER

1.866.HIRE-911 | www.PublicSafetyTesting.com

City Council Agenda Packet - May 28, 2019 [facebook.com/PublicSafetyTesting](https://www.facebook.com/PublicSafetyTesting) [31 of 42](https://twitter.com/PST911)



SUBSCRIBER AGREEMENT

WHEREAS, Public Safety Testing, Inc. is a skilled provider of pre-employment testing services to police, fire, and other public safety agencies, and

WHEREAS, the subscriber public agency, either directly or through a civil service commission, tests, evaluates, ranks and hires law enforcement and/or firefighters and/or other public safety positions in the performance of its public safety functions, and

WHEREAS, the subscribing public entity desires to join in a Subscriber Agreement, NOW, THEREFORE,

Public Safety Testing, Inc. (the "Contractor") and the City of Buckley, a municipal corporation of the state of Washington (hereinafter "Subscriber") do enter into this Subscriber Agreement under the terms and conditions set forth herein.

SUBSCRIBER: City of Buckley, WA

POSITIONS: Law Enforcement Officer (entry-level)
 Law Enforcement Officer (lateral/experienced)
☛ *Check all that apply*

COMMENCEMENT DATE: _____, 2019

PROFESSIONAL FEES: Law Enforcement Officer written & physical ability testing @ \$700 annually

AGENCY ADD-ON COUPONS Agency Add-On Coupons for Buckley recruiters to offer Buckley candidates at test sites (invoiced at \$10 per coupon used)
☛ **Check to request**

TERMINATION: This agreement terminates December 31, 2020
 This agreement terminates December 31, 2021
 This agreement terminates December 31, 2022
☛ *Select one*

REMOTE TESTING (OUT OF REGION TESTING) SUBSCRIBER authorizes candidates who reside outside of the Pacific Northwest to take the written examination in the region where they reside through a network of college testing facilities.
☛ **Select one**

- The physical ability test, if required for law enforcement or corrections, must be conducted by SUBSCRIBER (or SUBSCRIBER coordinates with candidate to be tested at a scheduled PST event), within 90 days of the written exam.

 SUBSCRIBER **does not** authorize remote testing.

1. Description of Basic Services. This Agreement begins on the date as noted on page one (1) of this Agreement. The Contractor will provide the following services to the Subscriber:

- 1.1 Advertising and recruiting assistance, application processing, and administration of pre-employment written examinations and physical ability tests for those positions noted on Page One (1) of this Agreement.
- 1.2 Report to the Subscriber the scores of applicants, with all information necessary for the Subscriber to place passing applicants upon its eligibility list, and rank them relative to other candidates on appropriately constituted continuous testing eligibility lists. Contractor will report "raw" test scores to the Subscriber – no preference points will be factored into applicant scores and it is the Subscriber's responsibility to factor veteran's preference points in accordance with applicable federal and state laws. Written examination scores will be reported to the Subscriber as a percentage score (based on 100%) and physical ability test scores will be reported as "Pass" or "Fail". The passing score for written examinations is set by the test developer at 70%.
- 1.3 Appear in any administrative or civil service proceeding in order to testify to and provide any and all necessary information to document the validity of the testing process, to participate in the defense of any testing process conducted by the Contractor pursuant to this Agreement and to otherwise provide any information necessary to the Subscriber to evaluate challenges to or appeals from the testing process. The Contractor shall appear without additional charge. The Subscriber shall pay the reasonable cost of travel and appearance for any expert witness deemed necessary by the Subscriber to validate the testing process, including but not limited to, representatives of any company which holds the copyright to any testing material and whose testimony or appearance is deemed necessary to validate the process.

Provided, however, Contractor shall not be required to appear at its cost nor to defend in any administrative or court proceeding arising from or out of a claim or challenge relating to Subscriber's use of other testing process(es) or out of Subscriber's attempt to establish multiple or blended eligibility lists for the same position based in whole or in part on other testing process(es). "Other testing process(es)" means any test or testing process other than those provided by the Contractor under this Agreement.

- 1.4 Term & Fees. The term of this agreement and the related professional fees are noted on page one (1) of this Agreement.
- 1.5 Payment. Subscriber shall pay an amount equal to twenty-five percent (25%) of the annual fee set forth above quarterly for services rendered in the previous quarter and for basic services including but not limited to, software relating to online application, advertising formats, previously advertised scheduling of test dates, model civil service rules, testing systems, as well as ongoing testing and recruitment, and any and all other work developed at the cost of the Contractor prior to or contemporaneous with the execution of this Agreement. Payment shall be made within 45 days of receipt of invoice.

1.5.1 Direct Deposit (ACH Enrollment). Subscribers are encouraged to set up direct deposit (ACH enrollment) for their payments. There will be no additional fee for payments made using direct deposit (ACH enrollment).

1.5.2 Credit Card. A three percent (3%) fee will be added at the time of payment to each payment made using a credit card. The purpose of such fee is to cover Contractor's credit card processing fees.

2. Additional Services. In addition to the services provided under this Agreement, the Subscriber may, at its sole discretion, elect to purchase additional services from the Contractor. Such services shall be requested by and contracted for pursuant to separate written agreement.
3. Acknowledgements of Subscriber. The Subscriber understands and acknowledges, and specifically consents to the following stipulations and provisions:
 - 3.1 Because applicable civil service law prohibits having multiple eligibility lists for the same class of hire, this Agreement is an exclusive agreement for these services.
 - 3.2 The written and physical agility scores of any applicant shall be valid for 15 months from the date of certification by the Contractor or 12 months from the date of placement upon the Subscriber's eligibility list, whichever first occurs, following the report of the Contractor, and rules compatible with continuous testing shall be adopted. The Subscriber shall review its applicable hiring processes, advertisements, personnel policies and civil service rules (as applicable) to ensure compliance with the provisions of this Agreement.
 - 3.3 An applicant may, in addition to the Subscriber's eligibility list, elect to have his/her score reported to and subject to placement on the eligibility list of any other Subscriber. Nothing in this Agreement shall be interpreted to prohibit the use of an applicants' score for consideration in or processing through any other subscriber's hiring and/or civil service eligibility process. The Subscriber agrees that if an applicant is hired by another agency through this service, the applicant's name shall be removed from Subscriber's eligibility list.
 - 3.4 The Subscriber specifically understands and acknowledges that the Contractor may charge a reasonable testing fee from any and all applicants.
 - 3.5 The Subscriber is encouraged to and may also conduct advertising as it deems necessary to support/enhance recruiting efforts. The Subscriber shall link PublicSafetyTesting.com on its agency's website, if it so maintains one.
 - 3.6 Public Safety Testing views recruiting as a partnership with the Subscriber. The Subscriber agrees to actively participate in recruiting efforts for positions within the Subscriber agency.

- 3.7 The Subscriber agrees to keep the Contractor up-to-date as to the agency's hiring status, minimum and special requirements, all information appearing on the agency's PST website profile and the names of any candidates hired through these services.
 - 3.8 The Subscriber will accept scores from the Contractor from applicants that have successfully passed the written exam and/or physical ability test within the previous six (6) months of the activation date of the testing period. This will allow applicants to apply to the Subscriber without having to test again.
 - 3.9 Subscriber understands and acknowledges that a candidate's PST Personal History Statement (PHS) will be stored electronically by PST for 24 months from the date the candidate uploads the PHS to the PST website. Any PHS stored more than 24 months will automatically be deleted and will no longer be available to the Subscriber from the PST server.
4. Testing Standard and Warranty of Fitness for Use. All testing services conducted under this Agreement shall be undertaken in accordance with the provisions of the Washington State Civil Service Statutes, Chapter 41.08 and/or 41.12 and/or 41.14 RCW, or the terms of other applicable statute as the Subscriber shall notify the Contractor that the Subscriber must meet. Tests shall also be conducted in accordance with the general standards established by the Subscriber; the Subscriber shall be responsible for notifying the Contractor of any unusual or special process or limitation. The test utilized, the proctoring of the test and any and all other services attendant to or necessary to provide a valid passing or failing score to the Subscriber shall be conducted in accordance with generally accepted practice in the human resources, Civil Service and Public Safety Testing community. The Subscriber may monitor the actions and operations of the Contractor at any time. The Contractor shall maintain complete written records of its procedures and the Subscriber may, on reasonable request, review such records during regular business hours. Any and all written materials, and the standards for physical fitness testing utilized, shall comply with all applicable copyrights and laws. The Contractor expressly agrees and warrants that all tests and written materials utilized have been acquired by the Contractor in accordance with the appropriate copyright agreements and laws and that it has a valid right to use and administer any written materials and tests in accordance with such agreements and laws. If Subscriber uses or authorizes the use of other testing process(es) this warranty shall be null and void.
 5. Independent Contractor. The Contractor is an independent contractor. Any and all agents, employees or contractors of the Contractor, shall have such relation only with the Contractor. Nothing herein shall be interpreted to create an employment, agency or contractual relationship between the Subscriber and any employee, agent or sub-contractor of the Contractor.
 6. Indemnity and Hold Harmless. The parties agree and hold harmless each other, their officers, agents and employees in accordance with the following provisions:
 - 6.1 The Contractor shall indemnify and hold harmless the Subscriber, its employees and agents from any and all costs, claims or liability arising from:

- 6.1.1 Violation of any copyright agreement or statute relating to the use and administration of the tests or other written materials herein provided for;
 - 6.1.2 Any cost, claim or liability arising from or out of the claims of an employee, agent or sub-contractor to the end that the Contractor shall be an independent Contractor and the Subscriber shall be relieved of any and all claims arising from or relating to such employment relationships or contracts between the Contractor and third parties;
 - 6.1.3 The alleged negligent or tortious act of the Contractor in the provision of services under this Agreement.
 - 6.1.4 This indemnity shall not apply to any administrative or court proceeding arising from or out of any process in which the Subscriber has utilized or authorized other testing process(es).
- 6.2 The Subscriber shall indemnify and hold harmless the Contractor, its officers, agents and employees from any and all cost, claim or liability arising from or out of the alleged negligent or tortious act of the Subscriber in the provision of services hereunder.
7. Termination. This agreement terminates as noted in the *Termination* section on Page 1 of this Agreement. The Contractor and/or the Subscriber may also withdraw from this Agreement at any time for any reason with 60 days written notice, provided, however, that the provisions of paragraphs 1.3, 4, 5 and 6 shall remain in full force and effect following the termination of this Agreement with respect to, and continuing for so long as any applicant tested by the Contractor remains on the eligibility list of the Subscriber.
- 7.1 If the Subscriber elects to terminate this Agreement prior to the termination date, Subscriber shall pay the Contractor an early termination fee. The purpose of this early termination fee is to cover the direct and indirect costs of refunding and or rescheduling applicants that had signed up to test for the Subscriber. The early termination fee is one-third (33%) of the annual subscriber fee as noted in the *Professional Fees* section on Page 1 of this Agreement. The early termination fee is in addition to any other fees agreed to by this Agreement.

8. Entire Agreement, Amendment. This is the entire Agreement between the parties. Any prior agreement, written or oral, shall be deemed merged with its provisions. This Agreement shall not be amended, except in writing, at the express written consent of the parties hereto.

This Agreement is dated this _____ day of _____, 2019.

CITY OF BUCKLEY, WA

By: _____
Print: _____
Its: _____
Contact: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Email: _____

PUBLIC SAFETY TESTING, INC.

By:  _____ March 5, 2019
Print: Jon F. Walters, Jr.
Its: President
Jon Walters
20818 – 44th Ave. W., Suite 160
Lynnwood, WA 98036
425.776.9615
jon@publicsafetytesting.com

Subscriber's Contact & Address for Billing:

(Please complete if different from contact information above)

Contact: _____
Title: _____
Agency: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Email: _____

Agency Recruiter:

Name: _____
Title: _____
Email: _____

Agency Hiring Representative/Supervisor:

Name: _____
Title: _____
Email: _____

Chief or Agency Director:

Name: _____
Title: _____
Email: _____

D. CONSENT AGENDA

**City Council
May 14, 2019**

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

Upon roll call the following members were present: Bender, Smith, Leggett (7:07 PM), Wilbanks, Tremblay, and S. Burkett. Also in attendance were City Administrator Schmidt, Police Chief Arsanto, Asst. Police Chief Northam, Fire Chief Predmore, and Associate Planner Wallgren.

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

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

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

CITIZEN PARTICIPATION

Jeri Gamblin – PO Box 1096

Ms. Gamblin shared information about Beautify Buckley and introduced Amy Molen who is will be heading up Beautify Buckley this year. Beautify Buckley is part of a project called “Just Serve” where folks in the community can submit projects that they would like volunteer help on or folks who are looking to volunteer have the ability to find projects to help out with. Ms. Molen shared that approximately 80 people showed up for last year’s Beautify Buckley project and we are hoping for even more this year. Ms. Molen applied for a grant through United Way for the Beautify Buckley project and received \$1,500. This money will be put towards Beautify Buckley this year which is scheduled for September 14, 2019. If anyone has any ideas for projects they would like to submit, please share with April Modjeski as she will be the point person for the City of Buckley.

Dennis & Diane Wink – 9506 Mundy Loss

Dennis and Diane Wink stated that they have been running the Fright Factory since 2003 and are very thankful for the City’s support. The haunted house is up to 25 volunteers now and is one of the top 25 haunted houses in the Unites States. Mr. and Mrs. presented a check to the City in the amount of \$16,842.53 per the agreement with the City. They did mention that a number of folks attending the Fright Factory, were looking for places to eat in the City when they were finished so this is something that might want to be explored to see if any restaurants would stay open later during this time.

Chuck Helmer – 576 4th Avenue

Mr. Helmer voiced his concern over the City paying for engineering costs related to the Boundary Line Adjustment on the cemetery property.

STAFF REPORTS

Fire Chief Predmore stated that all Council members should have received their invites for graduation.

MAIN AGENDA

Scope and Fee Proposal for Cemetery Property Boundary Line Adjustment with Gray & Osborne, Inc.

Council member Wilbanks moved to Approve the Scope and Fee Proposal for Cemetery Property Boundary Line Adjustment with Gray & Osborne, Inc..

Council member Smith seconded the motion. Motion carried.

Ratify – Purchase of Flashing Beacons

Council member Smith moved to Ratify the Purchase of Flashing Beacons for the Crosswalk at Mason and Hwy 410. Council member S. Burkett seconded the motion. Motion carried.

Professional Services – LEXIPOL Fire Department Policies and Procedures

Council member S. Burkett moved to Authorize the Expenditure of Funds for the Fire Department to subscribe to LEXIPOL for Policy and Procedure Professional Services. Council member Bender seconded the motion. Motion carried.

Fire Department Training Prop – Expenditure Approval

Council member S. Burkett moved to Authorize the expenditure of up to \$20,000 from Fund 134 for the Modification and Reconstruction of the Fire Department's Live Fire Training Prop. Council member Smith seconded the motion. Motion carried.

Approve Bid for New Windows for City Hall

Council member Smith moved to Authorize the Windows to be Replaced at City Hall and Approve the Bid from Glass Doctor of Western Washington. Council member Leggett seconded the motion. Motion carried.

Rainier View/Buckley Storage (name TBD) Design Review

Council member Wilbanks moved to Approve the Design for Rainier View/Buckley Storage. Council member Bender 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 April 23, 2019.

Claim check numbers 59840 through 59947 in the amount of \$1,009,957.62, for the period of April 24, 2019, through May 14, 2019. Payroll check numbers 37837 through 37878 in the amount of \$80,737.49 and ACH payroll in the amount of \$338,152.75 for the month of April; and Treasurer check numbers 12158 through 12167 in the amount of \$1,657.27; and EFT payments in the amount of \$16,352.30 for the month of April are hereby approved and ordered paid this 14th day of May 2019.

COMMITTEE REPORTS

Mayor's Report:

Mayor Pro Tem stated that Mayor Johnson is on vacation in Yellowstone. She will be returning on Friday. Mayor Pro Tem Tremblay and Mayor Johnson will both be attending the PSRC meeting on May 30th.

Administration, Finance & Public Safety:

Council member Tremblay shared that the Committee met this morning and reviewed the items on tonight's agenda. He also shared that Walk Buckley will be returning on May 22 at 6:00 PM. Evergreen Trails has agreed to cohost and will supply snacks and drinks for attendees.

Transportation & Utilities:

Council member B. Burkett stated that the Committee did not meet last month and their next meeting is on May 21st at 7:00 PM at City Hall and is open to the public.

Community Services:

Council member S. Burkett stated that the Committee's next meeting is this Thursday, May 16th at 1:00 PM at City Hall and the meeting is open to the public.

Council Member Comments & Good of the Order:

None.

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

With nothing further the meeting was adjourned at 7:42 PM.

Mayor

City Administrator

E. COMMITTEE REPORTS