



**BUCKLEY CITY COUNCIL MEETING AGENDA**  
**February 9, 2016**  
**Multi-Purpose Center, 811 Main Street**  
**City Council Meeting**  
**Opening 7:00 P.M.**

Call to Order  
Pledge of Allegiance  
Roll Call of Council Members

Next Ordinance #06-16  
Next Resolution #16-03  
Next Agenda Bill #AB16-018

**A. Citizen Participation**

Peggie Venemon – Pierce County Reads 2-16  
Diane & Dennis Wink – Haunted House Annual Report

*Time Limit of Three Minutes (Must sign up at City Hall by Wednesday prior to the Council Meeting)*

**B. Staff Reports**

**C. Main Agenda**

1. **Public Hearing: Vacation of a Portion of 112<sup>th</sup> St. E**
2. RES No. 16-\_\_: Declaring and Disposing of Surplus Property (PD-2007-Dodge Charger)
3. Agreement: Annual SS911 Contract (Police)
4. Lease Agreement: 2016 - PD Copy Machine
5. Scope of Work - G&O Bid & CM of North Parking Lot Project
6. Project Acceptance: 2015 Sidewalk Replacement Project
7. Interlocal Agreement – Pierce County Flood Control Zone
8. Consultant Agreement – AHBL SR410 Subarea Plan – Addendum #1
9. Agreement – On-Call Building Inspection Services
10. Recreational Services – Organizational Restructuring

**D. Consent Agenda**

11. A. Approve Minutes of January 26, 2016 City Council Meeting  
Approve Minutes of February 2, 2016 City Council Study Session
- B. Claims
- C. Transfer Voucher
- D. Payroll

**E. Committee Reports**

12. Mayor's Report
13. Administration, Finance & Public Safety
14. Transportation & Utilities
15. Community Services
16. Council Member Comments & Good of the Order

Johnson  
Boyle Barrett  
Tremblay  
Rose

*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**

Feb 8	7:00 PM	Planning Commission
Feb 9	7:00 PM	City Council
Feb 16	9:30 AM	Admin, Finance & Public Safety (City Hall)
Feb 16	7:00 PM	Transportation & Utilities (City Hall)
Feb 18	4:00 PM	Community Services (MPC)
Feb 22	7:00 PM	Planning Commission
Feb 23	7:00 PM	City Council
Mar 1	9:30 AM	Admin, Finance & Public Safety (City Hall)
Mar 1	7:00 PM	City Council Study Session
Mar 7	7:00 PM	Planning Commission
Mar 8	7:00 PM	City Council
Mar 15	9:30 AM	Admin, Finance & Public Safety (City Hall)
Mar 15	7:00 PM	Transportation & Utilities (City Hall)
Mar 17	4:00 PM	Community Services (MPC)
Mar 21	7:00 PM	Planning Commission
Mar 22	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 February 8, 2016*

# February 2016

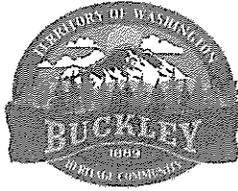


Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 9:30 Admin, Fin & Public Safety  7 City Council Study Session	3	4	5	6
7	8  7 Planning Commission	9  7 City Council	10	11	12	13
14 	15  <b>PRESIDENT'S DAY HOLIDAY!!!</b>	16 9:30 Admin, Fin & Public Safety  7 Transportation & Utilities	17	18  4 Community Services	19	20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

# MARCH



Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 9:30 AM Admin, Finance & PS  7 City Council Study Session	2	3	4	5
6	7  7 Planning Commis- sion	8  7 City Council	9	10	11	12
13	14	15 9:30 AM Admin, Finance & PS  7 Transportation & Utilities	16	17 4 PM Community Services  ST. PATRICKS DAY	18	19
20	21  7 Planning Commis- sion	22  7 City Council	23	24	25	26
27 Happy Easter 	28	29	30	31		



# City of Buckley

Office of Administration -- Mayor Patricia Johnson

## Citizen Participation Form

City Council Meeting Date: 2/9/2016

Name: Peggie Veneman

Organization: Pierce Co. Library

Phone: 253-548-3310

Email: pveneman@piercescountylibrary.org

Address: 123 River Ave.

City: Buckley

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

Pierce County Roads 2016  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Public Hearing - Vacation of a Portion of 112th St. E</b>  Cost Impact: N/A Fund Source: N/A Timeline: N/A	<b>Agenda Date: February 9, 2016</b>		<b>AB16-018</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts	X	X
	City Engineer – Dominic Miller		
	Building Depart – Mike Deadmond		
	Finance Depart – Sheila Bazzar		
	Fire Depart – Chief Predmore		
	Parks & Rec Depart – Ellen Boyd		
	Planning Depart – Kathy Thompson		
	Police Depart – Chief Arsanto		
	Court – Jessica Cash		
City Clerk – Joanne Starr		X	
<b>Attachments:</b> Ordinance			
SUMMARY STATEMENT: The purpose of the Public Hearing is to solicit public input and comment on the City's proposed vacation of 35,567 square feet of public right-of-way abutting parcels #0619091028, #0619048006 and #9540150050 located between 112th Street E. and SR410, Buckley, WA 98321. The portions of right-of-way are areas of 112th St E that have been abandoned as part of the SR410/SR165/RyanRd/112th E Realignment Project.			
COMMITTEE REVIEW AND RECOMMENDATION: Trans/Utilities - 2015			
<b>RECOMMENDED ACTION: None</b>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	



**NOTICE OF PUBLIC HEARING  
REGARDING THE VACATION OF PORTIONS OF 112<sup>th</sup> ST E RIGHT-OF-WAY**

**NOTICE IS HEREBY GIVEN** that the Buckley City Council has scheduled a Public Hearing for **Tuesday, February 9, 2016**, at 7:00 PM, at the Buckley Multipurpose Building, at 811 Main, Buckley. The purpose of the Public Hearing is to solicit public input and comment on the City's proposed vacation of 35,567 square feet of public right-of-way abutting parcels #0619091028, #0619048006 and #9540150050 located between 112th Street E. and SR410, Buckley, WA 98321. The portions of right-of-way are areas of 112<sup>th</sup> St E that have been abandoned as part of the SR410/SR165/RyanRd/112<sup>th</sup> E Realignment Project.

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

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

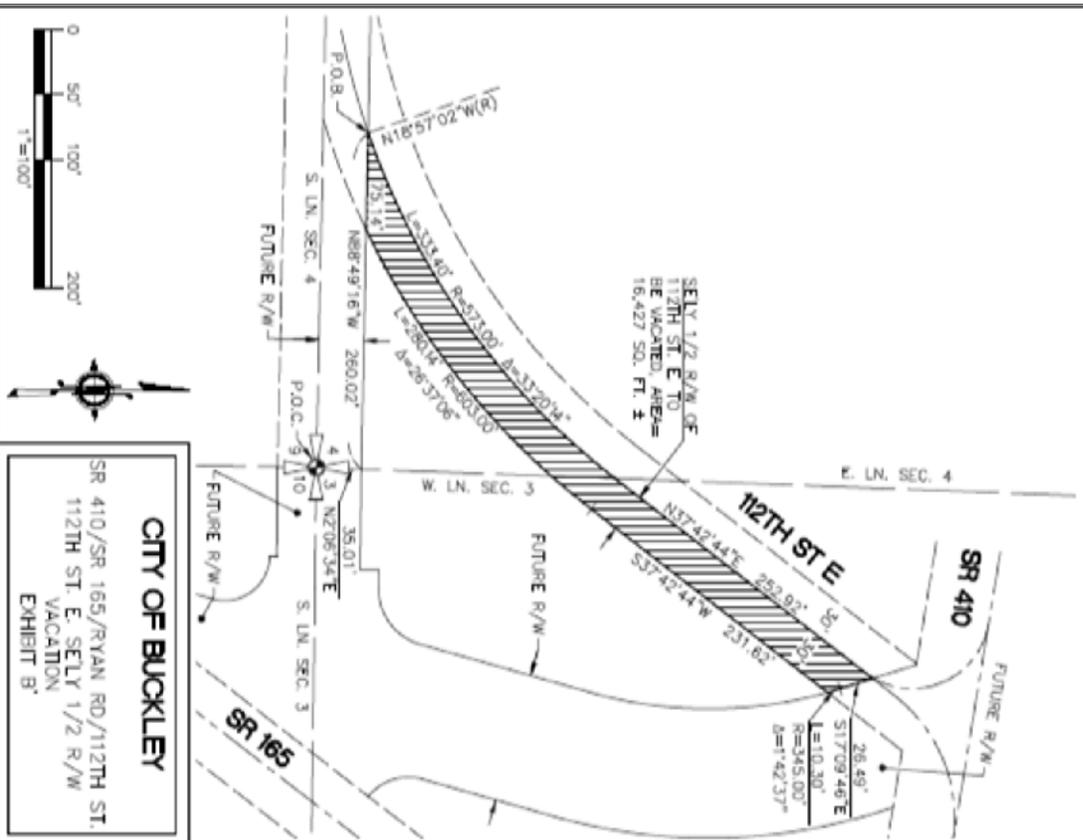
Comments may be presented orally at the Public Hearing or may be submitted in writing to the City of Buckley, P. O. Box 1960, Buckley, WA 98321, or by e-mail to: [city@cityofbuckley.com](mailto:city@cityofbuckley.com), prior to 5:00 PM on Monday, February 8, 2016. Questions may be answered by contacting City staff at (360) 761-7801.

Dated this 13th day of January, 2016.

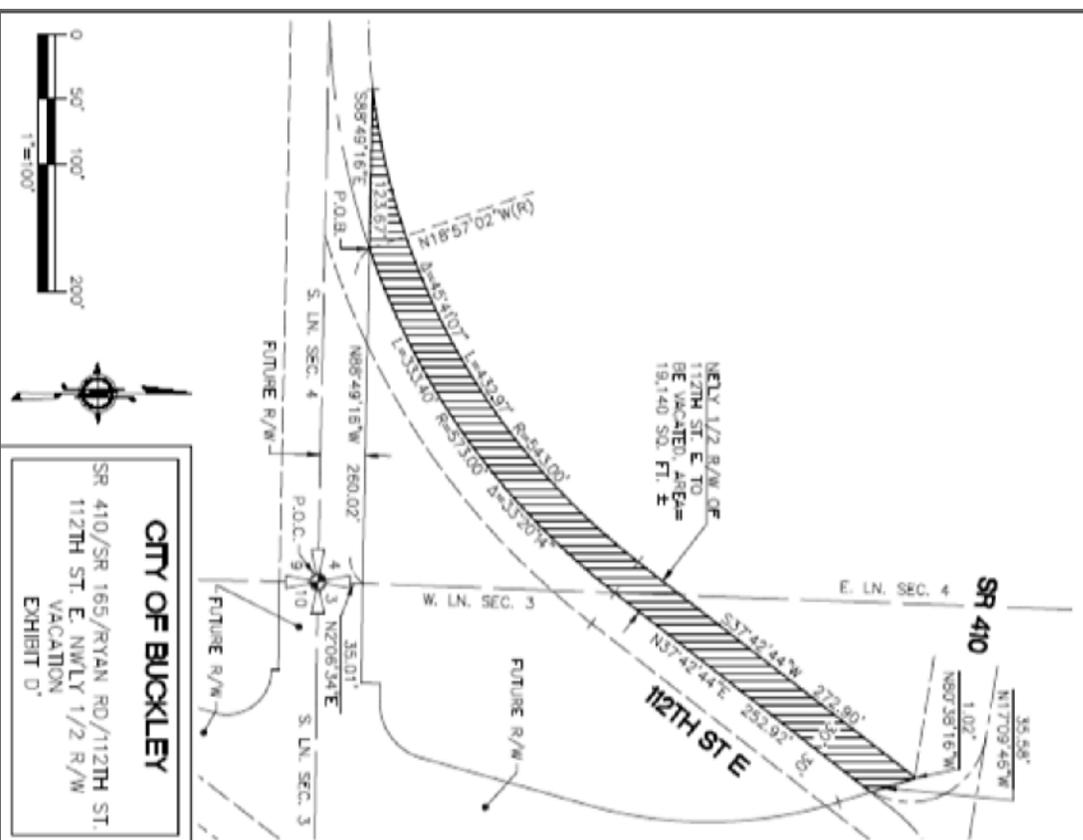
**Published:** January 20, 2016

**Posted:** January 13, 2016

**EXHIBIT 'B'**



**EXHIBIT 'D'**





# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

## ITEM INFORMATION

<b>SUBJECT:</b>  <b>RES No. 16-__: Declaring and Disposing of Surplus Property (PD-2007-Dodge Charger)</b>	<b>Agenda Date: February 9, 2016</b>		<b>AB16-019</b>	
	Department/Committee/Individual	Created	Reviewed	
	Mayor Pat Johnson		X	
	City Administrator – Dave Schmidt	X	X	
	City Attorney (Land) – Phil Olbrechts		X	
	City Engineer – Dominic Miller	X		
	City Clerk – Joanne Starr		X	
	Finance Depart – Sheila Bazzar			
	Fire Depart – Chief Predmore			
	Parks & Rec Depart – Ellen Boyd			
	Planning Depart – Kathy Thompson		X	
	Police Depart – Chief Arsanto			
	Building Depart – Dean Mundy			
	Muni Court – Jessica Cash			

**Attachments:** Resolution

**SUMMARY STATEMENT:** Resolution being presented for consideration declares as surplus one (1) used 2007 Dodge Charger serial No 2B3KA43H57H644745 and authorizes the Mayor and staff to offer the vehicle as trade-in to the dealership who submits the overall lowest price on purchase of a new patrol vehicle.

**COMMITTEE REVIEW AND RECOMMENDATION:** Admin/Fin & Public Safety 2/2/16

**RECOMMENDED ACTION:** **Motion to Approve RES No. 16 - \_\_ Declaring and Disposing of Surplus Property (PD-2007-Dodge Charger).**

## RECORD OF COUNCIL ACTION

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

**RESOLUTION NO. 16-\_\_\_**

**BUCKLEY, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE.**

**WHEREAS**, the City Council of the City of Buckley intends to declare one (1) used 2007 Dodge Charger serial No 2B3KA43H57H644745, surplus; and

**WHEREAS**, the City Council intends for City Staff to dispose of the surplus vehicle through trade-in on a new 2016 Patrol Vehicle through competitive bid; and

**WHEREAS**, this City Council intends for City Staff to get three bids from three dealers on trade-in value and purchase price; and

**WHEREAS**, the City Council desires to authorize the Mayor or her designee to award the trade-in on the 2007 Ford Dodge Charge to dealer who has the lowest overall price on the new patrol vehicle;

**NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BUCKLEY:**

The City Council of the City of Buckley, Pierce County, Washington hereby declares that one (1) used 2007 Dodge Charger serial No 2B3KA43H57H644745, as surplus to the City's needs and authorizes the Mayor and staff to offer the vehicle as trade-in to the dealership who submits the overall lowest price on purchase of a new patrol vehicle.

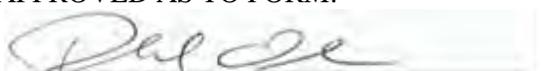
Introduced, passed and approved this 9<sup>th</sup> day of February, 2016.

\_\_\_\_\_  
Pat Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Joanne Starr, Deputy City Clerk

APPROVED AS TO FORM:

  
Phil A. Olbrechts

City Attorney

POSTED:



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Contract with South Sound 911 for Police Dispatching, Warrants, and stolen items.</b>  Cost Impact: N/A Fund Source: N/A Timeline: N/A	<b>Agenda Date: February 09, 2016</b>		<b>AB16-020</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	Building Depart – Mike Deadmond		
	Finance Depart – Sheila Bazzar		
	Fire Depart – Chief Predmore		
	Parks & Rec Depart – Jennifer Bacon		
	Planning Depart – Kathy James		
	Police Depart – Chief Arsanto	X	X
Court – Jessica Cash			
City Clerk – Joanne Starr		X	
<b>Attachments:</b> Contract			
<p>SUMMARY STATEMENT: Law Enforcement Services Agreement between the City of Buckley and South Sound 911. This service agreement is for dispatching, warrant entry and warrant removal, stolen item and stolen item removal, missing, lost or runaway persons into the State and National computer system.</p> <p>2016 cost for this service is \$51,460 for dispatching and \$8,340 for warrant service and data entry bringing the total to \$59,800.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Admin/Fin & Public Safety 2/2/16			
<b>RECOMMENDED ACTION: MOVE to approve the Law Enforcement Services Agreement between the City of Buckley and South Sound 911 for Dispatch and warrant services.</b>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

**SOUTH SOUND 911  
LAW ENFORCEMENT  
SERVICE AGREEMENT**

THIS AGREEMENT is entered between SOUTH SOUND 911 (hereinafter “SS911”) and the BUCKLEY POLICE DEPARTMENT, (hereinafter “Law Enforcement Agency”) for public safety communications and other services as provided herein.

WHEREAS, Pierce County, the City of Tacoma, the City of Lakewood, the City of Fife, the City of Puyallup and Pierce County Fire Protection District NO. 3 (West Pierce Fire & Rescue) (together referred to as the “Member Agencies”) have created an interlocal agency called South Sound 911; and

WHEREAS, the purpose of SS911 is to provide communications services and other services as authorized by the Member Agencies; and

WHEREAS, SS911 may provide services to non-Member Agencies; and

WHEREAS, Law Enforcement Agency is a criminal justice agency as defined in RCW 10.97;

NOW, THEREFORE the Parties hereto agree as follows:

1. Effective Date and Duration. This Agreement shall be effective on January 1, 2016, and shall be automatically renewed on January 1 of each year unless sooner terminated under the provisions provided herein.
2. Services. SS911 agrees to provide services as selected by Law Enforcement Agency as part of the annual review process described below. Current services include:
  - A. Law Enforcement Information Services
    - i. Core Technology
    - ii. Core Operations
    - iii. Public Service
    - iv. Warrant Service
  - B. Law Enforcement Communications.A description of service and its terms and conditions shall be provided as part of the annual review. By selecting a service, Law Enforcement Agency agrees to abide by the applicable terms and conditions.
3. Annual Review. On an annual basis, SS911 will provide Law Enforcement Agency with a description of services for the upcoming year and any applicable terms and conditions. By selecting a service, Law Enforcement Agency agrees to abide by the applicable terms and conditions.
4. Fees for Services. Law Enforcement Agency agrees to pay quarterly for services based on the rates established by the current SS911 cost allocation model.

5. Indemnification. Law Enforcement Agency agrees to defend, indemnify and hold harmless SS911, its Member Agencies and its officers, agents and employees from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of the Law Enforcement Agency in the exercise or enjoyment of this Agreement.

SS911 agrees to defend, indemnify and hold harmless Law Enforcement Agency from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of SS911 in the exercise or enjoyment of this Agreement.

6. Termination. This Agreement may be terminated, without cause, by either Party upon written notice to the other Party of at least 180 calendar days. Termination of service by SS911 may occur immediately if Law Enforcement Agency fails to pay for service or if Law Enforcement Agency violates the terms and conditions of service as determined by SS911.
7. Notices. Except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

SS911	LAW ENFORCEMENT AGENCY
Janet Caviezel South Sound 911 Budget & Finance Manager 955 Tacoma Avenue South, Suite 102 Tacoma, WA 98402	Name:  Address:
Phone: (253)798-2970	Phone:
Fax: (253)798-7874	Fax:
Email: Janet.Caviezel@SouthSound911.org	Email:

8. Miscellaneous Provisions.
- A. Governing Law and Venue. Washington State law shall govern the interpretation of this Agreement. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Agreement.
- B. Assignment. The Law Enforcement Agency shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of SS911.
- C. No Third Party Beneficiaries. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- D. Waiver. A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.



**2016 Allocation Term Sheet  
For  
Public Safety Communications and Information Services  
Between  
South Sound 911 and Buckley Police Department (Law Enforcement Agency)**

**INFORMATION SERVICES:**

**Core Services**

Number of Commissioned Officers: \_\_\_\_\_

**Public Service**

Agency Population: \_\_\_\_\_

**Warrant Services**

Number of Commissioned Officers: 9

**COMMUNICATIONS SERVICES:**

Calls for Service (2 year): 3,463

Service	Annual Cost
Information Services:	
Core Services - Technology	\$
Core Services - Operations	\$
Public Services	\$
Warrant Services	\$8,340
Total Information Services	\$8,340
Communications	\$51,460
Total Agency Allocation	\$59,800

**SOUTH SOUND 911**

**BUCKLEY POLICE DEPARTMENT**

\_\_\_\_\_  
Andrew E. Neiditz  
Executive Director

Date

\_\_\_\_\_  
Print Name:

Date

Print Title:

Address:

Approved as to Budget:

\_\_\_\_\_  
Janet Caviezel  
Budget & Finance Manager

Approved as to Form:

\_\_\_\_\_  
Peter Beckwith  
Legal Advisor

## **Information Services**

### **1. South Sound 911 Services**

#### **A. Service Options:**

- i. Core Technology which includes RMS modules such as Field Based Reporting, Supervisor Review Queues, Electronic Distribution and others used by Patrol, Investigations and Police Administration.
- ii. Core Operations which include Archiving, Data Entry, Distribution and Statistical Reporting.
- iii. Public Service which includes a public counter for citizens and businesses to obtain public disclosure documents, fingerprint services, concealed pistol licenses and process pistol transfers.
- iv. Warrant Service which includes the entry, confirmation, maintenance and validation of any Warrants or Orders.

### **2. Responsibilities**

- A. Law Enforcement Agency shall comply with the standard operating procedures for information services as may be established from time to time by SS911.
- B. Law Enforcement Agency is responsible for maintaining its equipment. Any phone line or device charges for SS911 to share data shall be the responsibility of Law Enforcement Agency.
- C. SS911 has sole authority to determine which of its information, data bases and/or computer systems will be subject to access by Law Enforcement Agency.
- D. Data or information generated by Law Enforcement Agency in the possession of SS911 is the property of Law Enforcement Agency. SS911 may use this information for the benefit of SS911 law enforcement operations. At Law Enforcement Agency's request, SS911 will maintain and archive this information but SS911 will retain all control as to the methods used for retention, archiving and retrieval of such information.
- E. SS911 shall maintain control over its personnel, including all policies and procedures relating to personnel.
- F. The Parties agree that they will act in strict accordance with the provisions of the Criminal Records Privacy Act, RCW 10.97, the Public Disclosure Act, RCW 42.56, and all other laws and regulations that govern the use and dissemination of information accessed, stored, or utilized in connection with this agreement. SS911 will comply with the Washington State Archives Records Management Retentions Schedule in conjunction with Law Enforcement Agency. Any modification or variance to this standardized retention will be the responsibility of the Law Enforcement Agency. The parties will ensure that their officers, employees, and agents comply with such laws and regulations, take steps to physically secure information and access to information, properly dispose of information through approved methods of physical destruction, and limit access to information to those persons who are authorized by law to do so.
- G. SS911 is authorized to audit Law Enforcement Agency's use of the services, and further, is authorized to immediately disconnect or terminate Law Enforcement Agency's use of services in the event of any perceived violation.

## Communications Services

### 1. South Sound 911 Services

- A. Receive and accept emergency and routine police calls from within the boundaries of areas served by Law Enforcement Agency.
- B. Handle calls according to the procedures established by SS911.
- C. Maintain radio and support communications with Law Enforcement Agency from the time of the initial call and provide additional assistance as needed within customary support as provided by SS911.
- D. Record and maintain a record of radio and telephone communications relating to all emergency incidents as required by SS911.
- E. The services to be provided by SS911 shall be provided twenty-four (24) hours per day; seven (7) days per week, during the term of this agreement.

### 2. Responsibilities

- A. Law Enforcement Agency shall comply with the standard operating procedures for services as may be established from time to time by SS911.
- B. Law Enforcement Agency is responsible for maintaining its equipment. Any phone line or device charges for SS911 to share data shall be the responsibility of Law Enforcement Agency.
- C. Law Enforcement Agency shall provide and maintain, at its expense, a licensed operational radio base transmitter with appropriate controls and the designated telephone communication line to SS911.
- D. Any changes to unit identification system by must be mutually agreed upon by the parties.



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Contract Agreement for leasing new Canon Image Runner Advance copy machine for a period of 48 months</b>	<b>Agenda Date: February 09, 2016</b>		<b>AB16-021</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	Building Depart – Mike Deadmond		
	Finance Depart – Sheila Bazzar		
	Fire Depart – Chief Predmore		
	Parks & Rec Depart – Jennifer Bacon		
	Planning Depart – Kathy James		
	Police Depart – Chief Arsanto	X	X
Court – Jessica Cash			
City Clerk – Joanne Starr		X	
<b>Attachments:</b> Contract			
<p>SUMMARY STATEMENT: Agreement between the City of Buckley and Pacific Office Automation for a 48 month lease on a new Canon Image Runner Advanced C52352 Copy Machine. This lease agreement is approved and on the Washington State agreement contract #3091-05214. The cost of this lease is \$195.25 per month and includes all maintenance.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Admin/Fin & Public Safety 2/2/16			
<b>RECOMMENDED ACTION: MOVE to approve Lease Agreement between the City of Buckley Police Department and Pacific Office Automation for a new Canon Image Runner Advance copy machine.</b>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	



# PACIFIC OFFICE AUTOMATION

— PROBLEM SOLVED —

## Image Management Contract

No. \_\_\_\_\_

**SOLD TO:**

City of Buckley Police Department  
**CUSTOMER NAME**  
 146 S Cedar St  
**BILLING ADDRESS**  
 \_\_\_\_\_  
**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_  
 ( 360 ) 829-3157  
**TELEPHONE**  
 James Arsanto  
**ATTENTION**

**SHIP TO:**

Same  
**CUSTOMER NAME**  
 Same  
**SHIPPING ADDRESS**  
 Buckley WA 98321  
**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_  
 ( 360 ) 829-3157  
**TELEPHONE**  
 \_\_\_\_\_  
**KEY OPERATOR**

ORDER DATE	PO#	ORDERED BY	SOLD BY		
01/03/16		James Arsanto	Tate Collins		
QTY	ITEM	TYPE	DESCRIPTION	UNIT PRICE	TOTAL
1		NEW	Canon ImageRunner Advance C5235A Base Model		\$105.14
1		NEW	Cassette Feeding Unit-AD2		\$20.45
1		NEW	Inner Finisher-E1		\$16.91
1		NEW	Inner Finisher Additional Tray-A1		\$2.83
1		NEW	PCL Printer Kit - AR1		\$11.27
1		NEW	PS Printer Kit - AR1		\$16.91
1		NEW	Universal Send Advance Feature Set F1E		\$6.93
1		NEW	Super G3 Fax Board - AE2		\$11.27
1		NEW	Additional Memory Type D (512MB)		\$3.54
Minimum Monthly Payment (plus applicable taxes) \$ 195.25 Term 48 Months				Device Management	
Service/Supply Commitment	Models	Monthly Minimum Number of Images	Excess Per Image Charge	Excess Billing Cycle	Automated Meter Reading
B & W Images	C5235		.0074	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual	Auto Toner Replenishment
Color Images	C5235		.063		Advanced Scanning
					Security
					MFP Network Support
CONDITIONS OF SALE, CONTINGENCIES OR COMMENTS					Power Filter
					Delivery
NASPO State of Washington Contract #3091-05214					Subtotal
Terms & Conditions - Contract #3091-05214-supercede terms of this Image Management form					Sales Tax
					Total

By signing this Contract, Customer acknowledges and agrees: (a) this Contract is NON-CANCELABLE; (b) all terms and conditions on the reverse side are an integral part of this Contract; (c) to fully understand all terms and conditions stated herein; and (d) this Contract is the entire Agreement between Customer and Pacific Office Automation relating to the equipment and services described herein, and can be changed only by written agreement signed by both parties.

### Customer Authorization

### Approved by Pacific Office Automation

SIGNATURE

BY

TITLE

DATE

TITLE

DATE

## SERVICE/SUPPLY COMMITMENT TERMS AND CONDITIONS

As consideration for Customer's payment as set forth on the front of the Contract, Pacific Office Automation ("POA") agrees to provide parts and labor service for the equipment purchased or leased hereunder pursuant to the following terms and conditions. POA will provide:

- Replacement of all parts found defective or worn as a result of normal equipment use.
- Labor to repair and properly maintain the equipment.
- All preventative maintenance done at intervals specified by the manufacturer.
- Loaner equipment in the event the equipment requires shop work to repair.
- Replacement of photoconductors and heater rollers found defective or worn as a result of normal use.
- Replacement of black and color toner, black developer, brushes, and filters.
- Factory recommended retrofits and improvements in the equipment.

If color toner is included in the Service/Supply Commitment, the color toner will be supplied within the cost per copy charge based upon the standard manufacturer's yield. Excess toner will be billed at standard manufacturer's retail price. Not included in the Service/Supply Commitment are paper, staples, and network support. Service calls by POA covered under the Service/Supply Commitment will only be made during the hours of 8 a.m. to 5 p.m., Monday through Friday, excluding holidays. Service billed at any other time will be billed at standard overtime rates. For products or services acquired hereunder, the terms of payment are net ten (10) days.

Customer agrees to pay POA the minimum monthly payment and overage charges agreed to on the front of the Contract and agrees that excess images over the allotted minimum amount during the billing cycle will be billed to Customer at the agreed to rate. If not noted, excess images will be charged at POA's book rates. If the Service/Supply Commitment combines two or more pieces of equipment of different operating costs, POA reserves the right to adjust image allocation and pricing to fairly reflect actual usage should the actual usage rate of the equipment vary by more than 10% from the expected usage rates. Customer agrees that POA may increase the Minimum Monthly Payment each year during any term by an amount not to exceed 10% of such charge. Service may include reasonable use of Customer's image allotments and materials. Customer's failure to abide by all payment obligations may result in termination of service.

This Service/Supply Commitment shall continue for the term stated on the front of the Contract. The Service/Supply Commitment shall automatically renew for successive one (1) year terms, unless either party provides written notice to the other party of their intent to terminate prior to thirty (30) days before the expiration of the original term or any subsequent renewal term.

## GUARANTEES

POA extends to Customer the following express limited guarantees under the Service/Supply Commitment.

- 1. STANDARD LIMITED WARRANTY:** POA warrants New equipment to be free of defect in materials and workmanship for a period of 90 days from installation. This warranty does not extend to replacement of supply items or consumables, including, but not limited to photo conductors, heater rollers, fuser, cleaning kits, toner, developer, or paper. For purposes of this paragraph, New equipment shall be defined as equipment with usage up to 5,000 copies. Used equipment will receive a 30-day warranty.
- 2. LIFETIME POWER PROTECTION GUARANTEE:** If a POA Power Filter is included in the Service/Supply Commitment, repairs of damage to covered equipment caused by power surges and/or lightning will be covered.
- 3. RESPONSE TIME WARRANTY:** POA guarantees four hour average response time for emergency services for equipment that is within fifty miles of POA branch offices. If POA does not perform guaranteed response time for a period of one year, upon written request, Customer will receive a 5% credit towards Customer's next service or supply purchase from POA.
- 4. UPGRADE, TRADE-IN LIMITED GUARANTEE:** For all New equipment purchased hereunder continuously covered under a POA Service/Supply Commitment, POA will guarantee a trade-in value on New equipment sold by POA up to 90% during the first 36 months after acquisition and a minimum guaranteed trade-in value of 10% thereafter.

## GENERAL TERMS & CONDITIONS

- (1) Unless provided, the terms of sale are ten (10) days net. POA agrees to provide reasonable assistance to Customer in its efforts to finance the purchase or lease of the equipment and/or Service/Supply Commitment; however, Customer understands and acknowledges such financing cannot be guaranteed by POA. Customer shall be ultimately responsible for payment of the purchase price of equipment sold or leased. If not provided, the purchase price is the Manufacturer's Suggested Retail Price of the equipment and/or solutions plus the cost of any lease buyouts, delivery charges, installation charges, and the total Service/Supply Commitment.
- (2) If equipment is delivered to Customer before final payment, Customer shall grant to POA a security interest in the equipment and agrees to execute and deliver all documentation necessary to perfect such interest.
- (3) If customer defaults in the payment of the purchase price or any other obligation as provided herein, Customer agrees to pay to POA a service charge of 1.5% per month and all of POA's related attorney's fees and collection costs, even if no suit or action is filed.
- (4) The sales price herein includes the initial installation of the manufacturer's software onto Customer's computers. Prior to such installation, Customer shall perform and complete a system backup. POA shall not be liable for loss or damage of any kind to data or equipment as a result of the installation of the manufacturer's software. Customer shall be solely responsible for the cost of any cables or additional hardware required to connect equipment to a network. POA shall not be responsible for any updates or problems arising after the initial installation due to a change in Customer's computers and/or Network.
- (5) POA MFP Network Service solely provides coverage for services related to the connectivity between the covered equipment and the Customer's Network. MFP Network Service does not provide coverage for services for the Customer's Network itself.
- (6) **DISCLAIMER:** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, POA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EQUIPMENT IS SUBJECT TO A MANUFACTURER'S WARRANTY. UNDER NO CIRCUMSTANCES WILL POA BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.
- (7) Customer shall make arrangements to protect or remove sensitive and private data that may become stored on Customer's equipment. While POA may provide options for data removal and protection, Customer is solely responsible for selecting an appropriate data removal standard that meets Customer's business needs. POA is not recommending any particular option, and POA is not liable for damages arising from Customer's failure to fully remove and protect its data. Please note that regardless of which standard Customer chooses. Customer must return leased equipment in full working order at the end of any lease term.



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Scope of Work: G&amp;O Design, Bid &amp; CM of North Parking Lot Project</b>	<b>Agenda Date: February 9, 2016</b>		<b>AB 16-022</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller	X	X
	Building Depart – Mike Deadmond		
	Finance Depart – Sheila Bazzar		
	Fire Depart – Chief Predmore		
	Parks & Rec Depart – Ellen Boyd		
	Planning Depart – Kathy Thompson		
	Police Depart – Chief Arsanto		
	Muni Court – Jessica Cash		
City Clerk – Joanne Starr		X	
<b>Attachments: Scope of Work</b>			
<p>SUMMARY STATEMENT: As approved in the 2016 Budget, the scope of work being presented for consideration relates to completing bid services and construction management of the Downtown North Parking Lot Reconstruction Project. The project entails replacing a sewer main and then reconstructing the parking lot to include sidewalk, plaza area, curb, gutters, stormwater, paving and landscaping. The current engineering estimate for the project is:</p> <ul style="list-style-type: none"> <li>Schedule A, Parking Lot Storm and Overlay: \$234,000</li> <li>Schedule B, Sanitary Sewer: \$108,000</li> <li>Total: \$342,000</li> </ul> <p>C.M. and expenses at \$37,080 is 10.8%.            Design for Sidewalks and Asphalt Overlay: \$10,940 / \$100,500 = 10.9%            Design for Sewer Replacement: \$13,740 / \$108,000 = 12.7%</p>			
COMMITTEE REVIEW AND RECOMMENDATION: All – Budget Process			
<b>RECOMMENDED ACTION: MOTION to Approve the Scope of Work to have G&amp;O Perform Design, Bidding Services and Construction Management of the North Parking Lot Reconstruction Project.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	



January 29, 2016

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

SUBJECT: ADDITIONAL ENGINEERING SERVICES PROPOSAL FOR  
DOWNTOWN PARKING LOT STORMWATER RETROFITS  
PROJECT  
CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON  
G&O #14215.00

Dear Mr. Schmidt:

Gray & Osborne has developed this proposal to provide additional engineering services for the Downtown Parking Lot Stormwater Retrofits project. Our original engineering services proposal for this project was approved by the City in January 2014 and included tasks related to the stormwater portion of the project. The tasks include a geotechnical evaluation, predesign report for stormwater low impact development (LID) features, and bid documents (plans, specifications, and cost estimate).

Following the City's unsuccessful construction funding application through the Washington State Department of Ecology, the City elected to expand the scope of the construction project to include replacement of concrete sidewalks, asphalt overlay of the parking lot, and replacement of the sanitary sewer main along the buildings to the south of the parking lot.

The attached Exhibit A defines the scope of work for the additional construction project scope and for construction management services for the project. The attached Exhibit B includes a breakdown of hours and fees for the additional engineering services. The estimated cost for completing the scope of work is \$65,800.

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

Sincerely,

GRAY & OSBORNE, INC.



Dominic J. Miller, P.E.

DJM/hh  
Encl.



Mr. Dave Schmidt  
January 29, 2016  
Page 2

**CITY OF BUCKLEY – DOWNTOWN PARK LOT STORMWATER RETROFITS  
ADDITIONAL 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 General Engineering Services Contract dated September 14, 2011, for a cost not to exceed \$65,800 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 DOWNTOWN PARKING LOT STORMWATER RETROFITS ADDITIONAL ENGINEERING SERVICES**

The City of Buckley is seeking professional services to assist with additional construction scope associated with the stormwater system retrofits within the City-owned parking lot in the downtown area. The parking lot is located within a triangle bound on the south by Main Street, the east by Cottage Street, and the northwest by River Avenue. The parking lot has experienced flooding and damage due to inadequate drainage and tree roots. The parking lot area has several islands and includes approximately 40,000 square feet of impervious surface.

In addition to the stormwater features of the construction project, the City plans to construct the following: sidewalks to replace existing sidewalks (approximately 570 square yards), asphalt overlay of the parking lot (approximately 450 tons), and replacement of a sanitary sewer main (approximately 270 linear feet).

Gray & Osborne proposes to provide the following engineering services to assist the City with the design of the additional construction work, bid and award of the construction contract, and the construction of the project.

#### **TASK 1 – PROJECT MANAGEMENT AND OVERSIGHT**

Objective: Provide overall project management and oversight of the project work.

Provide overall project management and oversight services, to include:

- A. Procure sufficient staff resources to dedicate to the project.
- B. Manage and control project budget and schedule.
- C. Manage and provide monthly progress reports and invoices.

#### **TASK 2 – DESIGN PLANS, SPECIFICATIONS, AND COST ESTIMATES FOR SIDEWALKS AND OVERLAY**

Objective: Prepare 60 percent, 90 percent, and final project design plans. Specifications and cost estimates of the project representing 60 and 90 percent design efforts will also be prepared for City review and comment. Specifications will be prepared in WSDOT format.

### **Subtask 2.1 – Plans**

The plans will be provided in a City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.

### **Subtask 2.2 – Specifications**

Prepare project specifications in WSDOT format referencing the 2014 *Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved bid schedule and technical specifications.

### **Subtask 2.3 – Quantities and Cost Estimates**

Calculate bid quantities and prepare construction cost estimates.

### **Subtask 2.4 – Review and Quality Assurance/Quality Control Meetings**

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.
- B. Oversee in-house, quality assurance/quality control (QA/QC) meeting at Gray & Osborne’s office during the course of the design project. The meeting will include senior project staff and selected design team members.

## **TASK 3 – DESIGN PLANS, SPECIFICATIONS, AND COST ESTIMATES FOR SANITARY SEWER MAIN REPLACEMENT**

Objective: Prepare 60 percent, 90 percent, and final project design plans. Specifications and cost estimates of the project representing 60 and 90 percent design efforts will also be prepared for City review and comment. Specifications will be prepared in WSDOT format.

### **Subtask 3.1 – Plans**

The plans will be provided in a City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.

### **Subtask 3.2 – Specifications**

Prepare project specifications in WSDOT format referencing the 2014 *Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved bid schedule and technical specifications.

### **Subtask 3.3 – Quantities and Cost Estimates**

Calculate bid quantities and prepare construction cost estimates.

### **Subtask 3.4 – Review and Quality Assurance/Quality Control Meetings**

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.
- B. Oversee in-house QA/QC meeting at Gray & Osborne’s office during the course of the design project. The meeting will include senior project staff and selected design team members.

## **TASK 4 – BID AND AWARD SERVICES**

Objective: Provide bid and award services.

- A. Distribution of bid documents to contractors and plan centers. A list of plan holders will be maintained.
- 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 5 – CONSTRUCTION MANAGEMENT SERVICES**

Objective: Provide project management services during the construction phase of the project. This task will include coordinating and managing the schedule and budget for the project team. The City will be provided with budget updates on a monthly basis. This task will also include coordination with the contractor, City building department, testing agencies, and regulatory agencies.

- A. Review Submittals  
  
Review equipment, material, and plan submittals from the contractor for conformance with the plans and specifications. Distribute reviewed submittals to the contractor and City.
- B. Prepare Progress Pay Estimates  
  
Prepare monthly progress pay estimates detailing the amount of work completed by the contractor. Verify unit quantities and progress to date on lump sum items.

C. Review and Respond to Requests for Information

Review and respond to requests for information and clarifications from the contractor. Prepare any clarification drawings or design modifications necessary to complete the project. Prepare and distribute responses.

D. Review, Negotiate, and Prepare Change Orders

Review, negotiate, and prepare change orders as necessary for review and approval by the City.

E. Attend Construction Meetings

Attend the preconstruction conference and biweekly project progress meetings to coordinate work activities with the contractor and the City. Conduct site visits as necessary to review project progress and resolve construction issues.

F. Provide Field Inspection Services

Provide part-time on-site inspection of construction activities. Document progress of the work in daily reports and photographs. For budgeting purposes, this proposal assumes 20 hours per week for 10 weeks of construction.

G. Prepare Record Drawings

Prepare record drawings in AutoCAD format based on contractor and field inspector redlines.

**EXHIBIT B (supplemental)**

**ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST**

*City of Buckley – Additional Services for Downtown Parking Lot Stormwater Retrofits*

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Field Inspector Hours	AutoCAD Technician Hours	Task Subtotal
1 Project Management and Oversight	4	8				\$1,740
2 Design Plans, Specifications, and Cost Estimates for Sidewalks and Asphalt Overlay	4	12	40		48	\$10,940
3 Design Plans, Specifications, and Cost Estimates for Sanitary Sewer Main Replacement	4	16	48		64	\$13,740
4 Bid and Award Services	2	4	8		4	\$2,150
5 Construction Management Services	8	24	64	208	16	\$35,400
Hour Estimate:	22	64	160	208	132	
Estimated Fully Burdened Billing Rate:	\$155	\$140	\$120	\$105	\$80	
Fully Burdened Labor Cost:	\$3,410	\$8,960	\$19,200	\$21,840	\$10,560	\$63,970

Total Fully Burdened Labor Cost:	\$	63,970						
Direct Non-Salary Cost:								
Mileage & Expenses (Task 5, CM Services)	\$	1,680						
Printing	\$	150						
<b>TOTAL ESTIMATED COST:</b>	\$	<b>65,800</b>						

Task	Engineering Cost	Est. Const. Cost	Engineering/Construction
1, 4, Print	\$4,040	\$342,000	1.2%
2	\$10,940	\$100,500	10.9%
3	\$13,740	\$108,000	12.7%
5, Expenses	\$37,080	\$342,000	10.8%



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Final Acceptance: 2015 Sidewalk Replacement Project</b>  Cost Impact: N/A Fund Source: N/A Timeline: N/A	<b>Agenda Date: February 9, 2016</b>		<b>AB16-023</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller	X	X
	Building Depart – Mike Deadmond		
	Finance Depart – Sheila Bazzar		
	Fire Depart – Chief Predmore		
	Parks & Rec Depart – Ellen Boyd		
	Planning Depart – Kathy James		
	Police Depart – Chief Arsanto		
	City Clerk – Joanne Starr		X
Muni Court – Jessica Cash			
<b>Attachments:</b> None			
<p>SUMMARY STATEMENT: Staff is requesting and recommending that the City Council grant final acceptance to the 2015 Sidewalk Repair/Replacement 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 2015 Sidewalk Repair/Replacement Project.</b>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	



# Gray & Osborne, Inc.

CONSULTING ENGINEERS

January 22, 2016

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

SUBJECT: FINAL PROGRESS ESTIMATE NO. 2, PROJECT ACCEPTANCE,  
AND RELEASE OF RETAINAGE, 2015 SIDEWALK REPLACEMENT  
PROJECT  
CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON  
G&O #15204.00

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 No. 2, 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>
\$14,938.75	\$786.25	\$1,831.61

Please sign the enclosed “Final Contract Voucher” and forward a copy to the contractor and Gray & Osborne, Inc.

## 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 numbers 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.



Ms. Sheila Bazzar  
January 22, 2016  
Page 2

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

### 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 the undersigned if you have any questions or concerns regarding these matters.

Sincerely,

GRAY & OSBORNE, INC.

Dominic J. Miller, P.E.

DJM/sp  
Encl.

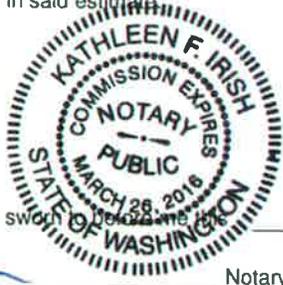
cc: Mr. Dave Schmidt, City Administrator, City of Buckley  
Mr. James Pape, Pape & Sons Construction, Inc.

# Final Contract Voucher Certificate

Contractor <b>Pape &amp; Sons Construction, Inc.</b>			
Street Address <b>9401 54<sup>th</sup> Avenue NW, Ste 1-A</b>			
City <b>Gig Harbor</b>	State <b>WA</b>	Zip <b>98332</b>	Date <b>1/12/2016</b>
Project Number (Owner) <b>G&amp;O #15204</b>			
Job Description (Title) <b>2015 Sidewalk Replacement Project</b>			
Date Work Physically Completed <b>12/29/15</b>		Final Amount <b>\$36,632.24</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 (Owner) nor have I rented or purchased any equipment or materials from any employee of the City of Buckley (Owner); 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 (Owner) 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 (Owner) 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.



Contractor Authorized Signature Required

**JAMES PAPE - PRESIDENT**  
 Type Signature Name

Subscribed and sworn to before me this 12<sup>th</sup> day of January 20 16

Notary Public in and for the State of Washington

Residing at Kitsap County

### City of Buckley (Owner) Certification

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

Project Engineer

\_\_\_\_\_  
City of Buckley (Owner)

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

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

**FINAL PROGRESS ESTIMATE NO. 2  
JANUARY 11, 2016**

CITY OF BUCKLEY  
PIERCE COUNTY  
WASHINGTON

PROGRESS ESTIMATE PERIOD  
DECEMBER 4, 2015 TO JANUARY 7, 2015

PROJECT:  
CITY OF BUCKLEY  
2015 SIDEWALK REPLACEMENT PROJECT  
G&O JOB NUMBER #15204.03

CONTRACTOR:  
PAPE & SONS CONSTRUCTION, INC.  
9401 54TH AVENUE NW, SUITE 1A  
GIG HARBOR, WA 98332

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	
<b>SCHEDULE A</b>								
1	Minor Changes	1 CALC	\$1,000.00	0.00%	0.00%	\$0.00	\$0.00	0%
2	Locate Existing Utilities	1 LS	\$500.00	0.00%	100.00%	\$0.00	\$500.00	100%
3	Mobilization, Cleanup and Demobilization	1 LS	\$3,000.00	0.00%	100.00%	\$0.00	\$3,000.00	100%
4	Removal of Structure and Obstruction	178 SY	\$30.00	154	266	\$4,620.00	\$7,980.00	149%
5	Crushed Surfacing Top Course	38 TN	\$35.00	19.2	57.2	\$672.00	\$2,002.00	151%
6	Property Restoration	1 LS	\$3,500.00	50.00%	100.00%	\$1,750.00	\$3,500.00	100%
7	Cement Concrete Sidewalk	178 SY	\$35.00	154	266	\$5,390.00	\$9,310.00	149%
<b>Subtotal, Schedule A</b>						<b>\$12,432.00</b>	<b>\$26,292.00</b>	
<b>SCHEDULE B</b>								
1	Minor Changes	1 CALC	\$1,000.00	0.00%	0.00%	\$0.00	\$0.00	0%
2	Locate Existing Utilities	1 LS	\$150.00	0.00%	100.00%	\$0.00	\$150.00	100%
3	Mobilization, Cleanup and Demobilization	1 LS	\$800.00	50.00%	100.00%	\$400.00	\$800.00	100%
4	Removal of Structure and Obstruction	46 SY	\$38.00	0.00	67.23	\$0.00	\$2,554.74	146%
5	Crushed Surfacing Top Course	7 TN	\$35.00	16.20	34.18	\$567.00	\$1,196.30	488%
6	Property Restoration	1 LS	\$1,000.00	10.00%	100.00%	\$100.00	\$1,000.00	100%
7	Cement Concrete Sidewalk	46 SY	\$40.00	6.90	67.23	\$276.00	\$2,689.20	146%
<b>Subtotal, Schedule B</b>						<b>\$1,343.00</b>	<b>\$8,390.24</b>	
<b>SCHEDULE C</b>								
1	Minor Changes	1 CALC	\$1,000.00	0.00%	0.00%	\$0.00	\$0.00	0%
2	Locate Existing Utilities	1 LS	\$150.00	100.00%	100.00%	\$150.00	\$150.00	100%
3	Mobilization, Cleanup and Demobilization	1 LS	\$800.00	100.00%	100.00%	\$800.00	\$800.00	100%
4	Removal of Structure and Obstruction	49 SY	\$38.00	0	0	\$0.00	\$0.00	0%
5	Crushed Surfacing Top Course	10 TN	\$35.00	0	0	\$0.00	\$0.00	0%
6	Property Restoration	1 LS	\$1,000.00	100.00%	100.00%	\$1,000.00	\$1,000.00	100%
7	Cement Concrete Sidewalk	49 SY	\$40.00	0	0	\$0.00	\$0.00	0%
<b>Subtotal, Schedule C</b>						<b>\$1,950.00</b>	<b>\$1,950.00</b>	

**FINAL PROGRESS ESTIMATE NO. 2**  
**JANUARY 11, 2016**

CITY OF BUCKLEY  
 PIERCE COUNTY  
 WASHINGTON

PROGRESS ESTIMATE PERIOD  
 DECEMBER 4, 2015 TO JANUARY 7, 2016

PROJECT:  
 CITY OF BUCKLEY  
 2015 SIDEWALK REPLACEMENT PROJECT  
 G&O JOB NUMBER #15204.03

CONTRACTOR:  
 PAPE & SONS CONSTRUCTION, INC.  
 9401 54TH AVENUE NW, SUITE 1A  
 GIG HARBOR, WA 98332

	PROJECT COSTS	
	AMOUNT THIS PERIOD	AMOUNT TO DATE
<b>SUBTOTAL EARNED TO DATE</b>	\$15,725.00	\$36,632.24
SALES TAX (PER W.S. REVENUE RULE NO. 171)	0.00%	\$0.00
MATERIALS ON HAND	\$0.00	\$0.00
<b>TOTAL</b>	\$15,725.00	\$36,632.24
LESS 5% RETAINED (BEFORE TAX)	\$786.25	\$1,831.61
<b>TOTAL EARNED TO DATE LESS RETAINAGE</b>		<b>\$34,800.63</b>
<u>LESS AMOUNTS PREVIOUSLY PAID</u>		
PROGRESS ESTIMATE NO. 1		\$19,861.88

**TOTAL PAYMENT NOW DUE: \$14,938.75 \$14,938.75**

ORIGINAL CONTRACT AMOUNT \$34,805.00  
 CONTRACT PERCENTAGE TO DATE 105%

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.

PAPE & SONS CONSTRUCTION, INC.

  
 DOMINIC J. MILLER, P.E.

  
 CONTRACTOR'S REPRESENTATIVE *James Pape - President*

**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	NOVEMBER 12, 2015 TO DECEMBER 3, 2015	\$20,907.24	0.00%	\$0.00	\$0.00	\$1,045.36	\$19,861.88
2	DECEMBER 4, 2015 TO JANUARY 7, 2016	\$15,725.00	0.00%	\$0.00	\$0.00	\$786.25	\$14,938.75
<b>TOTAL:</b>		\$36,632.24		\$0.00	\$0.00	\$1,831.61	\$34,800.63



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

## NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Date: \_\_\_\_\_ Contractor's UBI Number: 600291966

Name & Mailing Address of Public Agency
City of Buckley 933 Main Street, PO Box 1960 Buckley, Washington 98321 <b>UBI Number:</b> 270 000 333

Department Use Only
Assigned to: _____
Date Assigned: _____

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

Project Name 2015 Sidewalk Replacement Project	Contract Number 15204.00	Job Order Contracting <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Description of Work Done/Include Jobsite Address(es) Replacement of 333 square yards (combined total of three schedules) of cement concrete sidewalk at 12 locations throughout the City		
Federally funded transportation project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if yes, provide Contract Bond Statement below)		
Contractor's Name Pape & Sons Construction, Inc.	E-mail Address kathyi@papeinc.com	Affidavit ID*
Contractor Address 9401 54th Avnue NW Ste A, Gig Harbor, WA 98332	Telephone # (253) 851 - 6040	
If Retainage is not withheld, please select one of the following and List Surety's Name & Bond Number. <input type="checkbox"/> Retainage Bond <input type="checkbox"/> Contract/Payment bond (valid for federally funded transportation projects)		
Name: _____		Bond Number: _____
Date Contract Awarded 10/27/2015	Date Work Commenced 11/12/2015	Date Work Completed 12/29/2015

**Were Subcontractors used on this project? If so, please complete Addendum A.**  Yes  No

Affidavit ID\* - No L&I release will be granted until all affidavits are listed.

Contract Amount	\$ 34,805.00		
Additions (+)	\$ 1,827.24	Liquidated Damages \$	0.00
Reductions (-)	\$ _____	Amount Disbursed \$	34,800.63
<b>Sub-Total</b>	<b>\$ 36,632.24</b>	Amount Retained \$	1,831.61
Amount of Sales Tax _____ 0.0			
(If various rates apply, please send a breakdown)	\$ _____		
<b>TOTAL</b>	<b>\$ 36,632.24</b>	<b>TOTAL \$</b>	<b>36,632.24</b>

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

**Comments:**

Site addresses: 223 Park Place Manor, 150 B Elsa Street, 130 A Elsa Street, 152 C Street, 151 B Street, 191 South A Street, 195 South A Street, 529 Bevlo Street, 162 South Fourth Street, 146 South Fourth Street, 525 Mountain View Avenue, 135 C Street.

**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: Sheila Bazzar Title: Finance Director  
 Email Address: sbazzar@cityofbuckley.com Phone Number: (360) 829 - 1921





**RELEASE OF RETAINAGE PROGRESS ESTIMATE NO. 3  
JANUARY 11, 2016**

CITY OF BUCKLEY  
PIERCE COUNTY  
WASHINGTON

PROJECT:  
CITY OF BUCKLEY  
2015 SIDEWALK REPLACEMENT PROJECT  
G&O JOB NUMBER #15204.03

CONTRACTOR:  
PAPE & SONS CONSTRUCTION, INC.  
9401 54TH AVENUE NW, SUITE 1A  
GIG HARBOR, WA 98332

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
<b>SCHEDULE A</b>								
1	Minor Changes	1 CALC	\$1,000.00	0.00%	0.00%	\$0.00	\$0.00	0%
2	Locate Existing Utilities	1 LS	\$500.00	0.00%	100.00%	\$0.00	\$500.00	100%
3	Mobilization, Cleanup and Demobilization	1 LS	\$3,000.00	0.00%	100.00%	\$0.00	\$3,000.00	100%
4	Removal of Structure and Obstruction	178 SY	\$30.00	0	266	\$0.00	\$7,980.00	149%
5	Crushed Surfacing Top Course	38 TN	\$35.00	0.0	57.2	\$0.00	\$2,002.00	151%
6	Property Restoration	1 LS	\$3,500.00	0.00%	100.00%	\$0.00	\$3,500.00	100%
7	Cement Concrete Sidewalk	178 SY	\$35.00	0	266	\$0.00	\$9,310.00	149%
<b>Subtotal, Schedule A</b>						<b>\$0.00</b>	<b>\$26,292.00</b>	
<b>SCHEDULE B</b>								
1	Minor Changes	1 CALC	\$1,000.00	0.00%	0.00%	\$0.00	\$0.00	0%
2	Locate Existing Utilities	1 LS	\$150.00	0.00%	100.00%	\$0.00	\$150.00	100%
3	Mobilization, Cleanup and Demobilization	1 LS	\$800.00	0.00%	100.00%	\$0.00	\$800.00	100%
4	Removal of Structure and Obstruction	46 SY	\$38.00	0.00	67.23	\$0.00	\$2,554.74	146%
5	Crushed Surfacing Top Course	7 TN	\$35.00	0.00	34.18	\$0.00	\$1,196.30	488%
6	Property Restoration	1 LS	\$1,000.00	0.00%	100.00%	\$0.00	\$1,000.00	100%
7	Cement Concrete Sidewalk	46 SY	\$40.00	0.00	67.23	\$0.00	\$2,689.20	146%
<b>Subtotal, Schedule B</b>						<b>\$0.00</b>	<b>\$8,390.24</b>	
<b>SCHEDULE C</b>								
1	Minor Changes	1 CALC	\$1,000.00	0.00%	0.00%	\$0.00	\$0.00	0%
2	Locate Existing Utilities	1 LS	\$150.00	0.00%	100.00%	\$0.00	\$150.00	100%
3	Mobilization, Cleanup and Demobilization	1 LS	\$800.00	0.00%	100.00%	\$0.00	\$800.00	100%
4	Removal of Structure and Obstruction	49 SY	\$38.00	0	0	\$0.00	\$0.00	0%
5	Crushed Surfacing Top Course	10 TN	\$35.00	0	0	\$0.00	\$0.00	0%
6	Property Restoration	1 LS	\$1,000.00	0.00%	100.00%	\$0.00	\$1,000.00	100%
7	Cement Concrete Sidewalk	49 SY	\$40.00	0	0	\$0.00	\$0.00	0%
<b>Subtotal, Schedule C</b>						<b>\$0.00</b>	<b>\$1,950.00</b>	

**RELEASE OF RETAINAGE PROGRESS ESTIMATE NO. 3  
JANUARY 11, 2016**

CITY OF BUCKLEY  
PIERCE COUNTY  
WASHINGTON

PROJECT:  
CITY OF BUCKLEY  
2015 SIDEWALK REPLACEMENT PROJECT  
G&O JOB NUMBER #15204.03

CONTRACTOR:  
PAPE & SONS CONSTRUCTION, INC.  
9401 54TH AVENUE NW, SUITE 1A  
GIG HARBOR, WA 98332

	PROJECT COSTS	
	AMOUNT THIS PERIOD	AMOUNT TO DATE
<b>SUBTOTAL EARNED TO DATE</b>	\$0.00	\$36,632.24
SALES TAX (PER W.S. REVENUE RULE NO. 171)	0.00%	\$0.00
MATERIALS ON HAND	\$0.00	\$0.00
<b>TOTAL</b>	\$0.00	\$36,632.24
LESS 5% RETAINED (BEFORE TAX)	(\$1,831.61)	\$0.00
<b>TOTAL EARNED TO DATE LESS RETAINAGE</b>		<b>\$36,632.24</b>
<b>LESS AMOUNTS PREVIOUSLY PAID</b>		
PROGRESS ESTIMATE NO. 1		\$19,861.88
PROGRESS ESTIMATE NO. 2		\$14,938.75

**TOTAL PAYMENT NOW DUE: \$1,831.61 \$1,831.61**

ORIGINAL CONTRACT AMOUNT \$34,805.00  
CONTRACT PERCENTAGE TO DATE 105%

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		SALES TAX		MATERIALS ON HAND	RETAINAGE (5%)	TOTAL PAYMENT
		EARNED PER PERIOD	SALES TAX RATE	TAX AMOUNT	AMOUNT			
1	NOVEMBER 12, 2015 TO DECEMBER 3, 2015	\$20,907.24	0.00%	\$0.00	\$0.00	\$0.00	\$1,045.36	\$19,861.88
2	DECEMBER 4, 2015 TO JANUARY 7, 2016	\$15,725.00	0.00%	\$0.00	\$0.00	\$0.00	\$786.25	\$14,938.75
3	JANUARY 11, 2016	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	-\$1,831.61	\$1,831.61
<b>TOTAL:</b>		\$36,632.24		\$0.00	\$0.00	\$0.00	\$0.00	\$36,632.24



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT: Agreement – ILA Between the City and The Pierce County Flood Control District for Opportunity Fund Projects.</b>	<b>Agenda Date: February 9, 2016</b>		<b>AB16-024</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		
	Building Depart – Mike Deadmond		
	Finance Depart – Sheila Bazzar		
	Fire Depart – Chief Predmore		
	Parks & Rec Depart – Ellen Boyd		
	Planning Depart – Kathy Thompson		
	PW Depart - John Dansby		
	Police Depart – Chief Arsanto		
	City Clerk – Joanne Starr		
	Muni Court – Jessica Cash		
<b>Attachments: ILA</b>			
SUMMARY STATEMENT: See attached.			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: <b>MOTION to Approve the Interlocal Agreement Between the City and the Pierce County Flood Control District for Opportunity Fund Projects.</b>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

**INTERLOCAL AGREEMENT BETWEEN  
THE PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT AND  
\_\_\_\_\_ FOR OPPORTUNITY FUND PROJECTS**

THIS AGREEMENT is made and entered into by and between \_\_\_\_\_, a municipal corporation of the State of Washington (“Municipality”) and the PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT, a quasi-municipal corporation of the State of Washington (“District”) (“Parties” or when singular “Party”), and shall be effective upon execution by the Municipality and the District.

**RECITALS**

A. In Ordinance 2011-95s, passed on April 3, 2012, the Pierce County Council formed the District, as authorized by Chapter 86.15 RCW.

B. In Resolution No. 2013-2 (“Resolution”), the District Board of Supervisors:

1. Allocated and set aside ten percent (10%) of the District’s annual regular property tax revenues as an “Opportunity Fund” for use by Pierce County (on behalf of unincorporated Pierce County), cities and towns on Opportunity Fund projects;

2. Established methods for allocation of Opportunity Fund revenues and declared the purposes and uses of the Opportunity Fund;

3. Provided for accrual and roll over of a Municipality’s Opportunity Fund allocation;

4. Authorized the District Administrator to develop rules and procedures for administering and carrying out the Opportunity Fund, which includes review of proposed Opportunity Fund projects by the District Administrator or designee, and review and approval of such projects by the Board; and

5. Approved this form of Agreement between the Parties.

C. Pursuant to Chapter 39.34 RCW and RCW 86.15.080(11), the Parties desire to enter into this Agreement to provide for Opportunity Fund projects as authorized by the Board.

## **AGREEMENT**

In furtherance of the foregoing and in consideration of the following terms and conditions, the Parties agree as follows:

1. Definitions. In this Agreement, the following terms shall have the following meanings.

1.1 “Board” means the Board of Supervisors of the District.

1.2 “District Administrator” means the Director of the Pierce County Public Works and Utilities Department, or designee.

1.3 “Municipality” means cities and towns in Pierce County and Pierce County.

1.4 “Opportunity Fund” means the portion of the District’s annual regular property tax revenues that has been allocated and set aside by the District for use by the Municipalities on Projects, as authorized by Resolution No. 2013-2, including amendments thereto.

1.5 “Project” means a specific improvement, study, plan or activity that meets the purposes and uses of Resolution No. 2013-2, including amendments thereto, and that has been approved by the Board.

1.6 “Project Rules” means the rules and regulations established by the District Administrator for the Opportunity Fund program, including amendments thereto.

2. Term of Agreement—Termination of Agreement--Survival of Agreement. This Agreement shall be effective upon execution by both Parties, and shall remain in effect until terminated by one or both of the Parties. Either Party may terminate this Agreement by providing written notice of termination to the other Party no less than sixty (60) days prior to the effective date of termination. This Agreement also may be terminated upon mutual agreement of the Parties expressed in writing. Sections 12 and 13 of this Agreement shall survive any termination of this Agreement.

3. Rules and Regulations; District Administrator. The Municipality acknowledges receipt of and agrees to satisfy and follow the Project Rules.

4. Project Eligibility. The Municipality may apply for and seek approval of proposed Projects. The proposed Projects may be a future Project or a pending Project, as defined by the Project Rules.

5. Project Applications. The Municipality must submit an application for each proposed Project to the District Administrator, on a form approved by the District Administrator. The application must be accompanied by plans, drawings,

descriptions, studies, reports, schedules, costs, budgets and/or other data and information required by the Project Rules or requested by the District Administrator.

6. Multi-Year Projects. A Project may be implemented over multiple years and may be financed by the Municipality's allocation of the Opportunity Fund in the year of Project approval and by the Municipality's anticipated allocation of the Opportunity Fund in future years. However, District approval of a Project shall not be construed as nor constitute a District obligation or commitment to authorize a property tax levy or set aside a portion of a property tax levy for the Opportunity Fund in calendar years beyond the year in which a Project is approved.

7. Use and Vesting of Opportunity Fund Allocation. The Municipality shall use Opportunity Fund allocations only for expenses related to the Projects. The unexpended portion of the Municipality's allocation of Opportunity Fund revenues in a calendar year shall be rolled over and reserved for use by the Municipality on Projects in subsequent calendar years. The District shall have no obligation to set aside or allocate Opportunity Funds in calendar years after the calendar year in which the Project is approved. The Municipality understands and acknowledges that the Board has the right and discretion to modify or terminate the Opportunity Fund and its program, and will consider this possibility in providing for and implementing any Project.

8. Project Approval—Implementation of Projects. After approval of a Project, the District Administrator shall prepare a written description of the Project, which shall be deemed to be an amendment to this Agreement. The District Administrator shall provide a copy of the Project description to the Municipality. The Municipality shall implement the Project only as authorized by the Board and described in the amendment. In implementing the Project, the Municipality shall comply with all applicable laws, rules and regulations, and shall be responsible for obtaining all approvals and permits for the Project.

9. Distribution of Opportunity Fund Allocations. After an actual expenditure is incurred for a Project, the Municipality shall request distribution of Opportunity Fund allocations in a manner and pursuant to a process required by the Project Rules. However, after Board approval of a Project, the Municipality may request advance distribution of all or a part of the Opportunity Fund allocation for the Project, prior to expenditure of funds on the Project, in accordance with terms and conditions in the Project Rules.

10. Reports—Audits—Records Retention--Inspections. The Municipality shall prepare and file written reports describing the progress on and the status of the Project, as required by the Project Rules. The Municipality shall prepare and file such other written reports, including but not limited to a final report after Project completion, as required by the Project Rules. The Municipality shall retain all records and documents relating to a Project for a minimum of seven (7) years

after substantial completion of the Project, unless required by law to be retained for a longer period, in which case the longer period shall apply. Upon reasonable notice, the Municipality shall make available to the District Administrator for inspection, review and audit all records and documents relating to the Project and the expenditure of the Opportunity Fund allocations, as required by Project Rules.

11. Project Ownership and Maintenance. If the Project involves the acquisition, extension, enlargement, or construction of an improvement, the Municipality shall take ownership of, and shall be obligated to operate, maintain, repair and replace such improvement. The District shall have no obligation or responsibility for the operation, maintenance, repair and replacement of such improvement.

12. Audit Exception Repayments. The Municipality agrees that it is financially responsible for and will repay to the District all indicated amounts following an audit exception, which occurs due to the negligent or intentional acts by the Municipality, its officers, officials, employees, agents, contractors or volunteers.

13. Hold Harmless and Indemnification.

13.1 To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, and all of its officers, officials, employees, agents, contractors and volunteers, from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from any negligent acts, errors, omissions of the indemnifying Party and its officers, officials, employees, agents, contractors and volunteers in performing obligations under this Agreement or in implementing a Project. However, if any such injuries and damages to persons or property are caused by or result from the concurrent negligence of the District or its officers, officials, employees, agents, contractors and volunteers, and the Municipality or its officers, officials, employees, agents, contractors and volunteers, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its officers, officials, employees, agents, contractors or volunteers.

13.2 The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated by the Parties.

14. Amendment. This Agreement may be modified by written instrument approved by the Municipality's governing body and the District Board of Supervisors and signed by the authorized representatives of the Parties.

15. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provision of this Agreement. No waiver shall be effective unless made in writing.

16. No Third Party Rights. Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party.

17. Entirety. This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated are excluded. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties relating to the projects and constitutes the entire agreement between the Parties.

18. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated document.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces below:

\_\_\_\_\_

PIERCE COUNTY FLOOD  
CONTROL ZONE DISTRICT

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Brian Ziegler  
District Administrator

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

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

Attested to:

Attested to:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Cathy Sala  
Clerk of Board of Supervisors



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

## ITEM INFORMATION

<b>SUBJECT:</b>  <b>Consultant Agreement – AHBL for Completion of the SR410 Subarea Plan – Addendum #1</b>	<b>Agenda Date: February 9, 2016</b>		<b>AB16-025</b>	
	Department/Committee/Individual	Created	Reviewed	
	Mayor Pat Johnson		X	
	City Administrator – Dave Schmidt	X	X	
	City Attorney (Land) – Phil Olbrechts		X	
	City Engineer – Dominic Miller			
	City Clerk – Joanne Starr		X	
	Finance Depart – Sheila Bazzar			
	Fire Depart – Chief Predmore			
	Parks & Rec Depart – Ellen Boyd			
	Planning Depart – Kathy Thompson		X	
	Police Depart – Chief Arsanto			
	Building Depart – Mike Deadmond			
	Muni Court – Jessica Cash			

**Attachments:** Agreement & Memo

SUMMARY STATEMENT: See attached Memorandum.

COMMITTEE REVIEW AND RECOMMENDATION: None

RECOMMENDED ACTION: **Motion to \_\_\_\_\_ Addendum #1 to the Consultant Agreement with AHBL for Completion of the SR410 Subarea Plan.**

## RECORD OF COUNCIL ACTION

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

# City of Buckley

P.O. Box 1960, Buckley WA 98321

Phone: 360-829-1921 ext 200

Fax: 360-829-2659



# Memo

To: Mayor & City Council

From: City Administrator

Date: February 3, 2016

RE: SR410 Subarea Plan - Consultant Addendum

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On March 24, 2015 the City Council approved a consultant scope of work to have AHBL complete the SR410 Subarea Master Plan. This was after spending considerable time and energy going through an RFP process. The Council approved the entire scope of work for all tasks associated with the Plan for a cost not to exceed \$47,428.

The tentative schedule for completion of the draft plans and submission of the documents to Council for adoption was August, 2015. However, although AHBL has been diligent in their efforts the project encountered delays due higher priority work on Comp Plan Elements and land use decisions. The initial draft that was submitted to staff for review was returned to AHBL with a request to change formatting of the design guidelines when we acknowledged that the guidelines should be incorporated into the existing Historical and Highway Design Guidelines rather be stand-alone within the plan documents itself. This required AHBL to do additional work, which they willing did at no additional expense to the City.

After juggling vacation schedules over the holidays, AHBL and staff finally completed a draft version in mid-January, 2016 that was ready to go to the Planning Commission for a final review and then hopefully on to the Council for adoption.

On Monday January 25, 2016 AHBL and the City Planner presented the draft plan to the Planning Commission where it appears they encountered some issues/concerns from the member(s). The concerns/issues forwarded to me by AHBL the following day included the following, and I provide a brief response for each concern:

- Safety concerns with the trail being close to SR410 and potential conflicts where the trail crosses SR165. *Response: the Trail will be located per the approved WSDOT plans for the realignment. Because it crosses a State highway the LAG Manual governs and WSDOT will not allow it at a different location.*

- Concerns with the South Gateway taking away business from Main Street, because the new buildings would be so far away and there would not be much pulling people to Main Street. *Response: The intent of 13 years of visioning and planning in developing the Subarea Plan was to create a connection to the downtown that would act as a draw that would support their struggling businesses. No one knows for sure whether or not the effort will be successful, but it was the preferred option after a multitude of other ideas were considered. To go back to square one is not an option. The City Council has already approved the overall concept and has simply asked that it be put into a final form for adoption.*
- In general, they liked the plan and the Design Guidelines, but focused on where the proposed buildings were shown and the alignment of the trail. *Response: See #2 bullet.*
- The Commission would like to send over the Plan and Design Guidelines to the Main Street Business Association for their review prior to a public hearing, as they anticipate they will have some issues. *Response: See #2 bullet. I fully understand wanting to have support from the downtown, but this plan has been circling for years with numerous charrettes and public visioning workshops. Because of the length of time that it has taken to finalize the draft, many businesses have changed hands and now there are new voices and ideas. I'm concerned that allowing this step will only cause further delays.*
- The Planning Commission would like to hold a public workshop/open house to discuss uses and their location in the subarea on Monday, March 7. *Response: This is basically going back through the process again after it has been done more than once and this is not work that is considered as part of AHBL's approved agreement.*

Based on the concerns listed above, I requested that AHBL prepare an addendum to their approved scope of work to include a cost estimate of what they believe it will take to go back and do this extra work. This is being presented to Council for consideration.

The Planning Commission is doing a tremendous job for the City and has worked through a variety of significant planning efforts for the City, but in all honesty I must say that both AHBL and staff were somewhat surprised by the response over the Subarea Plan considering that they had been part of the development of the overall Plan and UW process that included presentations along with public meetings and workshops.

It was both AHBL's and staff's understanding that the concept and planning portion of the Subarea Plan was done and accepted by the Council. All that this effort related to was to compile what was already approved and complete a final draft form for adoption and implementation rather than go back and redevelop the concept and conclusions that were drawn. If this was not the Council's intent then clarification needs to be given. If our understanding was correct then I believe that the Council needs to make it clear to the Planning Commission that the planning portion of the Plan is complete and now it simply needs to be developed into a final form for adoption, which would include looking at formatting, design standards, etc.

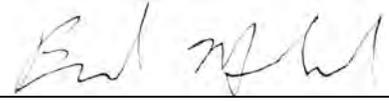
Based on our understanding of the direction given to us by Council, it is staff's recommendation to "NOT" approve the AHBL agreement addendum for additional work, but to have them complete the overall scope of work as previously agreed and have the Planning Commission review those areas mentioned above.

If you have any questions, please let me know. Thank you.

Dave





AHBL Project Mgr. Signature:  Date: 1/27/16  
AHBL Proj. Mgr. Printed Name: Brad Medrud, Senior Planning Project Manager

- |   |  |   |  |
|---|--|---|--|
| <input checked="" type="checkbox"/> <b>TACOMA</b><br>2215 North 30 <sup>th</sup> Street, Suite 300<br>Tacoma, WA 98403-3350<br>253.383.2422 TEL | <input type="checkbox"/> <b>SEATTLE</b><br>1200 6 <sup>th</sup> Avenue, Suite 1620<br>Seattle, WA 98101-3117<br>206.267.2425 TEL | <input type="checkbox"/> <b>SPOKANE</b><br>827 West First Avenue, Suite 301<br>Spokane, WA 99201-3912<br>509.252.5019 TEL | <input type="checkbox"/> <b>TRI-CITIES</b><br>9825 Sandifur Parkway, Suite A<br>Pasco, WA 99301-6738<br>509.380.5883 TEL |
|---|--|---|--|

c: Accounting

BM/bm

Q:\2014\2140783\30\_PLN\Proj\_Mgmt\20160127\_Authorization\_for\_Additional\_Services\_2140783.docx



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Prof SVCS Agreement – For On-Call Building Inspector &amp; Plan Review Services</b>	<b>Agenda Date: February 9, 2016</b>		<b>AB 16-026</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	Building Depart – Mike Deadmond	X	X
	Finance Depart – Sheila Bazzar		
	Fire Depart – Chief Predmore		
	Parks & Rec Depart – Ellen Boyd		
	Planning Depart – Kathy Thompson		
	Police Depart – Chief Arsanto		
	Muni Court – Jessica Cash		
City Clerk – Joanne Starr		X	
<b>Attachments: Contract and Exhibit</b>			
<p>SUMMARY STATEMENT: Professional services agreement with 4LEAF, Inc. is for on-call building inspector and plan review services. This agreement is being requested by the City's Building Official to ensure that a mechanism is in place for someone to provide the City with building services in his absence. The City has a similar agreement with Mr. Centen, but he is no longer able to provide services.</p> <p>These services will only be exercised if Mike is absent due to vacation, training or illness and will ensure that there is no disruption in service to permit holders.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Admin/Fin & Public Safety 2/2/16			
RECOMMENDED ACTION: <b>MOTION to Approve the Professional Services Agreement Between the City and 4LEAF, Inc. for On-Call Building Inspection &amp; Plan Review Services.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	





**City of Buckley**  
P.O. Box 1960  
Buckley, WA 98321  
(360) 761-7801

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF BUCKLEY AND 4LEAF, INC.**

THIS AGREEMENT, is made this \_\_\_\_\_ day of February, 2016, by and between the City of Buckley (hereinafter referred to as “City”), a Washington Municipal Corporation, and 4LEAF, Inc. (hereinafter referred to as “Service Provider”), doing business at 1201 Pacific Avenue, Ste. 600, Tacoma, WA, 98402.

WHEREAS, Service Provider is in the business of providing certain services specified herein; and

WHEREAS, the City desires to contract with Service Provider for the provision of such on-call services as Building Inspection and Plan Check Services, and Service Provider agrees to contract with the City for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

**TERMS**

- 1. Description of Work.** Service Provider shall perform work as described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the City.
- 2. Payment.**
  - A. The City shall pay Service Provider at the hourly rate set forth in Exhibit B, for the services described in this Agreement.
  - B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.
  - C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.
- 3. Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. As Service Provider is customarily

engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.

4. **Services Performed.** City of Buckley On-Call Building Inspection and Plan Check Services.
5. **Duration of Work.** Service Provider shall perform the work described in Exhibit at the City's request, as needed.
6. **Termination.**
  - A. *Termination Upon the City's Option.* The City shall have the option to terminate this Agreement at any time, for any reason. Termination shall be effective upon ten (10) days written notice to the Service Provider.
  - B. *Rights upon Termination.* In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Administrator shall make the final determination about what services have been satisfactorily performed.
7. **Nondiscrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
8. **Indemnification / Hold Harmless.** The Service Provider shall fully protect, defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The Service Provider's obligations under this section shall specifically include, but are not limited to, responsibility for claims, injuries,

damages, losses and suits arising out of or in connection with the acts and omissions of Service Provider's employees, contractors, consultants and agents.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this section shall survive the expiration or termination of this Agreement.

- 9. Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.
- 10 City's Right of Supervision, Limitation of Work Performed by Service Provider.** Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- 11 Work Performed at Service Provider's Risk.** Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
- 12. Ownership of Products and Premises Security.**
  - A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.

- B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.
13. **Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.
  14. **Assignment.** Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.
  15. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
  16. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
  17. **Resolution of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Administrator, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
  18. **Public Records Disclosure.** Service Provider shall fully cooperate with and assist the City with respect to any request for public records received by the City and related to any public records generated, produced, created and/or possessed by Service Provider and related to the services performed under this Agreement. Upon written demand by the City, the Service Provider shall furnish the City with full and complete copies of any such records within five business days.

Service Provider's failure to timely provide such records upon demand shall be deemed a breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, Service Provider shall fully indemnify and hold harmless the City as set forth in Section 8.

For purposes of this section, the term “public records” shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year above written.

**CITY OF BUCKLEY**

**SERVICE PROVIDER**

By: \_\_\_\_\_  
City Administrator

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Taxpayer ID #: \_\_\_\_\_

**CITY CONTACT**

Mike Deadmond  
City of Buckley  
PO Box 1960, 933 Main St.  
Buckley, WA 98321  
Phone: 253-293-3929  
Fax: 360-829-2659

**SERVICE PROVIDER CONTACT**

4LEAF, Inc.  
Ed O’Reilly, CBO  
1201 Pacific Avenue, Ste. 600  
Tacoma, WA 98402  
Phone: 209-401-7021  
Fax: 253-203-3101

**ATTEST/AUTHENTICATED**

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
City Clerk, Joanne Starr

By: \_\_\_\_\_  
Office of the City Attorney



**City of Buckley**  
**P.O. Box 1960**  
**Buckley, WA 98321**  
**(360) 829-1921 ext. 200**

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## **EXHIBIT A**

At the request and direction of the City of Buckley, the consultant shall perform the following services as required.

### **1. Inspection Services**

Perform all services normally and customarily associated with the inspections of buildings under construction, in accordance with approved permits, as directed by the City Administrator or his representative.

### **2. Compensation**

The Consultant shall be compensated for Field Inspections, Review of Building Permits or Plan Review at a rate specified in Section 4 of Exhibit B.



**City of Buckley**  
 P.O. Box 1960  
 Buckley, WA 98321  
 (360) 829-1921 ext. 200

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

Consultant: **Bill Centen**

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date	No. of Hours
<b>Total Hours</b>	
<b>Hourly Rate</b>	\$40.00
<b>Total This Invoice</b>	\$

**For City Use Only**  
**BUDGET SUMMARY**

Total contract amount	\$ _____	
Previous payments	\$ _____	
Current request	\$ _____	
Total requested this contract to date	\$ _____	
Balance remaining	\$ _____	

Note: If applicable, submit a separate voucher for each program which is funded by your City contract.

Approved for Payment: \_\_\_\_\_ Date: \_\_\_\_\_  
City Administrator Signature



**City of Buckley**  
**P.O. Box 1960**  
**Buckley, WA 98321**  
**(360) 829-1921 ext. 200**

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## TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of Buckley, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Buckley before or along the submittal of the first billing voucher.

Please check the appropriate category:

Corporation

Partnership

Government Agency

Individual/Proprietor

Other (please explain)

TIN#: \_\_\_\_\_ - \_\_\_\_\_ SS#: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature (required)



**QUALIFICATIONS TO PROVIDE**

**BUILDING INSPECTION  
AND PLAN CHECK SERVICES**

FOR THE

**CITY OF BUCKLEY  
811 MAIN STREET  
BUCKLEY, WA 98321**

**ATTN: MIKE DEADMOND, BUILDING OFFICIAL**



**4LEAF, INC.**  
ENGINEERING • CONSTRUCTION MANAGEMENT  
BUILDING INSPECTION • PLAN CHECK

JANUARY 25, 2016  
SUBMITTED BY:





Mike Deadmond  
Building Official  
City of Buckley  
811 Main Street  
Buckley, WA 98321

January 25, 2016

**RE: Qualifications to Provide Building Inspection and Plan Check Services**

Dear Mr. Deadmond,

4LEAF, Inc. (4LEAF) is very excited about the opportunity to provide Building Inspection and Plan Check Services to the City of Buckley (City). 4LEAF was established in 1999 and incorporated in 2001 by experienced Engineers with a focus on providing Plan Review and Building Inspection services to municipal building departments with the goal of setting the industry standard for excellent customer service. Providing services for this contract requires **reliability, flexibility, and experience**. The professionals at 4LEAF have all three; a history of proven performance, a large staff allowing for flexibility, and experienced personnel. The professionals at 4LEAF take the ownership of our projects seriously and we want to be the City's building services support firm of choice. 4LEAF offers all of the key elements for successful projects, and our approach is straightforward:

- ***Provide you with a large pool of highly qualified professionals;***
- ***Work with you, not through you;***
- ***Function as an extension of your staff;***
- ***Flexibility and Availability – we are there when you need us;***
- ***Understanding agencies, processes and procedures – no learning curve;***
- ***Ownership, leadership, responsibility – we treat your projects like our projects; we provide leadership in representing your best interests; we take responsibility for our staff, and our work;***
- ***Commitment – we keep our promises and do what we say we will do.***

Regardless of the type of personnel you are looking for, 4LEAF has the depth of resources to provide staff on short notice. 4LEAF with a staff of nearly 200 employees has over 100 ICC Combination Inspectors and Building Officials. In addition, 4LEAF has a team of more than **25 Plan Review Engineers and ICC Certified non-structural, mechanical, electrical, and plumbing** staff actively working on-site for local jurisdictions or off-site at one of 4LEAF's offices.

**Project Manager/Lead Inspector- Ed O'Reilly, CBO** Ed is currently project managing clientele in our Washington office where he and his staff are serving the Cities of Enumclaw, Tukwila, Algonia, Lynwood, and the City of Auburn where Ed is performing building inspections on the Auburn High School Modernization and Reconstruction Project and for the Green River Community College. Ed has more than 40 years of construction experience and more than 30 years with municipal building departments. For over 19 years Ed worked as the Deputy Building Official for the City of Stockton and is very experienced with the inner workings of the building department processes for building inspection, plan review, and counter services.

4LEAF looks forward to the opportunity to serve the City of Buckley. Should you have any questions I may be reached on my office phone at: (925) 462-5959, cellular phone: (925) 580-4055, or by email: [ctole@4leafinc.com](mailto:ctole@4leafinc.com). Ed may be reached by cellular phone at (209) 401-7021, or email: [eoreilly@4leafinc.com](mailto:eoreilly@4leafinc.com).

Sincerely,  
**4LEAF, Inc.**

A handwritten signature in black ink, appearing to read 'Craig Tole', is positioned above the typed name.

Craig Tole  
Director of Development Services

**4LEAF Inc.'s  
Qualifications  
to Provide  
Building Inspection and  
Plan Check Services**

**For the  
City of Buckley**

# Table of Contents

<b>Section 1.</b>	<b>Experience and Qualifications</b> ❖ <b>Resumes</b>
<b>Section 2.</b>	<b>Capacity</b>
<b>Section 3.</b>	<b>References</b>
<b>Section 4.</b>	<b>Fee Structure</b>



## **Section 1: Experience and Qualifications**

**4LEAF, Inc. (4LEAF) was established in 1999 and incorporated in 2001** by experienced Engineers with a focus on providing Plan Review and Building Inspection services to municipal building departments combined with the goal of setting the industry standard for excellent customer service. 4LEAF has **nearly 200 personnel** spread throughout California, Washington, and Nevada. 4LEAF is leading building department services provider and has a wealth of personnel ready to serve the City of Buckley. 4LEAF has a proven track record of having quality personnel readily available to handle any staff augmentation request. 4LEAF has the ability to perform the scope of services in accordance with the City, State, and Federal regulations and wants to be your building services provider of choice.

The 4LEAF Washington office is only a short distance from the City of Buckley.

### **Corporate Office**

2110 Rheem Drive  
Pleasanton, CA 94588  
O: (925) 462-5959  
F: (925) 462-5958

### **Washington Office**

1201 Pacific Ave, Suite 600  
Tacoma, WA 98402  
O: (253) 203-3366  
F: (253) 203-3101

Over the past 14 years, 4LEAF’s reputation for technical excellence and corporate integrity has allowed us to grow our staff and expand our services into new areas. We presently have more than 100 certified and licensed Inspectors (DSA, OSHPD, & ICC).

### **Firm Resources**

<i>Title</i>	<i># of Staff</i>	<i>Title</i>	<i># of Staff</i>
ICC Certified Plans Examiners	25+	ICC Certified Inspectors	100+
ICC Certified Building Officials	10	Registered Architects	3
Registered Engineers (PE, SE, FPE)	22	ICC Permit Technicians	8
Code Enforcement Staff (PC832)	8	CASp	10
Inspectors of Record (DSA, OSHPD)	12	QSP/QSD	3

4LEAF has a proven track record of reviewing and inspecting projects of all sizes and complexities including:

- |                                       |   |
|---------------------------------------|---|
| City/County-owned facilities          | Site Work                                   |
| Large Campuses                        | Water Front                                 |
| Stadiums/Arenas                       | Health Care Facilities                      |
| Commercial Office Parks               | Transportation Facilities                   |
| Detention/Criminal Justice Facilities | Commercial Shopping Centers                 |
| Essential Service Facilities          | High-Profile Type B Commercial Construction |
| Laboratories                          | Large-Scale Residential / Master Planned    |
| Military Projects                     | Multi-Family Projects                       |



As an experienced firm, 4LEAF has approaches to working with clients that are very different from those you might find when working with a large corporation. Our philosophy is to strive to be the best firm providing our clients with outstanding customer service and first-rate plan review and inspection services. ***4LEAF has provided plan review and inspection services for numerous projects including office campuses, parking garages, transportation facilities, city-owned buildings, universities, public schools, hospitals, sports arenas, infrastructure, essential service facilities, solar projects, and laboratories. 4LEAF has also performed thousands of plan reviews on residential properties and tenant improvements.***

Having served more than 100 jurisdictions, 4LEAF has carefully crafted solutions to just about any type of building and safety activity our clients might likely encounter. With years of experience behind our services, we feel confident in tackling unique, as well as traditional, issues and challenges. Our knowledgeable staff are certified and registered and many have the dual benefit of having worked in the public sector before joining the 4LEAF team. Because we serve as an extension of building departments, we believe we have a distinct understanding of client’s day-to-day needs, and we have developed methods and systems that work.

4LEAF can provide staff who specialize in a full-range of municipal building safety services that are tailored to our client’s needs and requests. 4LEAF has the training and experience to provide building department administrative services to jurisdictions ranging from Certified Building Official support to Permit Counter services.

4LEAF’s staff has a depth of experience in working with all types of building structures. 4LEAF has performed inspection and plan review services on more than \$25 billion dollars in construction during the past 15 years. We have worked with planning and building departments in the construction, rehabilitation, and repair of both public and private buildings. We have worked with design review and preservation boards to determine the design criteria and associated project requirements of building improvements. In addition, our staff have performed inspections and plan reviews for public and private building structures for compliance with life-safety and Americans with Disabilities Act (ADA) accessibility requirements.

**Basic Services Provided by Firm**

Building Department Services	Construction Management and Public Works Inspection	Engineering / Environmental Services
<ul style="list-style-type: none"> <li>• Jurisdictional Inspectors               <ul style="list-style-type: none"> <li>❖ Residential</li> <li>❖ Commercial</li> </ul> </li> <li>• DSA Inspectors of Record</li> <li>• OSHPD Inspectors of Record</li> <li>• ICC Certified Plan Review</li> <li>• Leed Accredited Professionals</li> <li>• ICC Certified Building Officials</li> <li>• Complete Building Department Services</li> <li>• In House Plan Review</li> <li>• Offsite Plan Review</li> <li>• Property Condition Surveys</li> </ul>	<ul style="list-style-type: none"> <li>• Constructability Reviews</li> <li>• Baseline Schedule Review</li> <li>• Stakeholder Coordination</li> <li>• Submittals &amp; RFI’s Review</li> <li>• Performing Claims Analysis</li> <li>• Public Works Inspection</li> <li>• Construction Monitoring &amp; Reporting</li> </ul>	<ul style="list-style-type: none"> <li>• Phase I &amp; II Environmental Assessments</li> <li>• Storm Water Pollution Prevention</li> <li>• CERCLA and RCRA Remedial Investigation Work Plans</li> <li>• NPDES Permitting and Compliance</li> <li>• Engineering Cost Estimates</li> <li>• Geotechnical Engineering</li> <li>• Soil Characterization &amp; Waste Profiling</li> <li>• Health &amp; Safety Plans</li> </ul>



**Overview**

As your consultant, we understand that **our role is to advocate for the City of Buckley** and represent the City’s best interests. 4LEAF’s team will function as an extension of City staff, seamlessly integrating with the personnel and practices established by the City while adding the perspective and expertise that only 4LEAF can offer. Our goal, which we have successfully accomplished on previous clients’ projects, is to have our staff integrate fully with yours and be accepted as an essential part of the City of Buckley.

Improved quality and business practices are integral factors of 4LEAF’s ideals. If we are to be successful, we must be able to meet our customers' expectations. If we want to become the City’s inspection firm of choice, we must be able to *exceed* your expectations. To this end, we continuously evaluate every aspect of our business practices. We have no interest in doing things “the way we’ve always done them”; we will work with the City core staff to **continually innovate and improve** our services.

**Project Manager**

**Ed O’Reilly, CBO**

Ed O’Reilly is currently managing clientele in 4LEAF’s Washington office for such jurisdictions as the Cities Tukwila, Algona, Lynwood, Enumclaw, and Auburn.

Ed has more than 40 years of construction experience and more than 30 years with municipal building departments. Ed worked for over 19 years as the Deputy Building Official for the City of Stockton and is experienced with the inner workings of the building department processes for building inspection, plan review, and counter services.

**Ed will be responsible for handling requests made by the City of Buckley. Ed is available by cell phone and email and will respond immediately to requests with a commitment of one hour or less.**

Ed’s contact information is:

- (209) 401-7021– Cell
- (253) 203-3336 – Office
- (253) 203-3101– Fax
- [eoreilly@4leafinc.com](mailto:eoreilly@4leafinc.com)

**Experience with Public Agencies**

4LEAF is the largest provider of ICC Certified Combination Inspectors. 4LEAF currently supplies more than **100 ICC Inspectors** to municipal clients both on an on-call basis or permanent assignment.

**City / County Inspection On-Call Clientele**

City of Auburn, WA	City of Pleasanton	City of Sacramento
City of Enumclaw, WA	City of Livermore	California State Parks
City of Tukwila, WA	City of Dublin	County of Stanislaus
City of Algona, WA	City of Concord	County of San Joaquin
City of Lynwood, WA	City of Walnut Creek	City of Tracy
City of Los Altos	City of Berkeley	City of Lathrop
County of Santa Clara	City of Rohnert Park	City of Stockton
County of San Mateo	Town of Danville	City of Merced
City of East Palo Alto	County of Alameda	County of Merced

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# Ed O'Reilly, CBO

## Building Official /Combination Building Inspector

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### Experience

40+ years

### Education

California State University,  
Stanislaus, B.S.

San Joaquin Delta College, AA  
Degree

Supervisor Management Certificate

College of Technology, Dublin Ireland  
Electrical/Technical Certificate

### Memberships

ICC Western Washington Chapter  
Washington Association of Building  
Officials (WABO)

International Code Council (ICC)  
ICC Yosemite Chapter

### Certifications

ICC Certified Building Official

ICC Certified Building Inspector

ICC Certified Building Inspector UBC

ICC Certified Plumbing Inspector

ICC Certified Plumbing Inspector UPC

ICC Certified Mechanical Inspector

ICC Certified Mechanical Inspector UMC

ICC Certified Combination Inspector

ICC Certified Combination Inspector –  
Uniform Codes

ICC Accessibility Inspector/Plans  
Examiner

ICC Certified Professional Code  
Administrator

IAPMO Certified Mechanical Inspector

IAPMO Certified Plumbing Inspector

### Honors

Team Member of the Year for City of  
Stockton 1999

Team Leader of the Year for City of  
Stockton 2001

### Experience Summary

Ed has more than 40 years of construction experience and more than 30 years with municipal building departments. He worked for over 19 years as the Deputy Building Official for the City of Stockton. Ed is experienced with the inner workings of the building department processes for building inspection, plan review, and counter services. Ed has served the building community by responsibly enforcing the building code to ensure all buildings within his jurisdictional authority were safe to the general public. Ed is now a resident of Washington and manages 4LEAF's Tacoma office. Currently, Ed is working with the Cities of Auburn, Twkwila, Enumclaw, Lynwood, Algona, and the City of Bainbridge Island.

---

### Select Project Experience

#### City of Auburn, WA

##### *Building Inspector*

Ed is serving the City of Auburn by performing building inspections on the Auburn High School Modernization and Reconstruction Project. The project is a reconstruction of the original 1950's building. Reconstruction of the school is being phased so not to disrupt students. Last phase of the project is scheduled to be complete in 2016.

#### 4LEAF, Inc.

##### *Building Official and Combination Inspector*

Upon retirement from the City of Stockton, Ed joined 4LEAF in a number of different capacities including interim Chief Building Official, Inspection activities, and Project Management. Ed also provided training to many of our employees before managing the Tacoma office.

#### City of Stockton, CA

##### *Deputy Building Official*

As the Deputy Building Official for the City of Stockton for more than 19 years, Ed was responsible for the direction of the day-to-day operations and activities of the code enforcement. He oversaw building inspection, zoning enforcement, permit application processing, enforcement of

property improvement, and use and occupancy codes and standards. Some of Ed's responsibilities also included:

- Participated in the development and implementation of division goals, objectives, policies and procedures.
- Supervise, review, and evaluate the work of assigned staff; selected staff and provided training and professional development.
- Monitored assigned activities for performance in accordance of professional codes, regulations, and policies.
- Communicated on a regular basis within levels of organizations from technical staff to upper management.
- Coordinated work efforts and activities with other divisions, agencies, and City departments.
- Prepared a variety of periodic and special reports related to the division's activities and functions for management review.
- Provided technical assistance and advice to other divisions, City staff, and general public.
- Lead, motivated, and performed resource scheduling for technical staff.
- Performed presentations on technical, design, and administrative issues for review by upper management.
- Deliberated with and influenced, upper level management with suggesting such as the use of satellite offices for field inspectors
- Mentor to much of the building community

#### **City of Stockton, CA**

##### ***Supervising Electrical Inspector***

Ed was the Supervising Electrical Inspector for the City of Stockton for more than 6 years. Ed was responsible for supervising, monitoring, evaluating, hiring, coordinating, assignments, and training of building inspection staff. In addition, Ed performed the other following duties:

- Analyzed and interpreted checked plans and specifications for compliance to state and model codes.
- Report preparation.
- Communication with upper management.
- Resolved field issues between City inspectors

#### **City of Stockton, CA**

##### ***Electrical Inspector***

Ed was an electrical inspector for more than 3 years where he was responsible for enforcing electrical codes and ordinances, preparing written reports on building conditions and violations, and advising property owners and contractors on matters relevant to construction and repair methods and materials. Ed was also proficient at reviewing plans and specifications for installation, repair, replacement, and alteration for use in performance of inspections.

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# James Canada

## Combination Building Inspector

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### Experience

12+ years

### Education

Chaffee High School -Ontario,  
California

National Fire Academy- 2009, Fire in  
Built Environment

### Certifications

ICC Certified Building Inspector

ICC Certified Electrical Inspector

ICC Certified Plumbing Inspector

ICC Certified Mechanical Inspector

ICC Certified Residential  
Combination Inspector

NFPA 70 E SUB Part S (ARC Flash &  
Confined spaces)

OSHA 10

Red Cross Adult First Aid/CPR/AED

### Experience Summary

James is a certified combination residential inspector with more than 12 years of experience. In addition to residential inspections, his project experience includes; hotels, apartment complexes, churches, large box stores, service stations, strip malls, solar farms, fast food restaurants, amusement centers, and medical offices.

James offers effective communication with critical thinking and problem solving skills and is committed to excellent customer service.

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### Select Professional Experience

#### City of Tukwila

**Combination Inspector**  
**October 2015 to current**

James has been performing combination inspections as a part of 4LEAF's contract to provide building inspections and plan check services on an as needed/on-call basis to the City.

#### Yuma County, Yuma AZ

**Combination Building Inspector**  
**May 2015 to Oct 2015**

#### Garden City Kansas

**Combination Building Inspector**  
**May 2014 to Nov 2014**

#### DesertCenter CA Solar Farm.

**QA Field Inspector**  
**May 2013 to Nov 2013**

#### Dateland AZ Solar Farm,

**Yuma County Building Inspector**  
**November 2010 -April2013**

#### Yuma County-Yuma AZ

**Combination Building Inspector**  
**July2004-April2013**

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# James Leon

## Building Inspector

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### Education

Pacific University, 2001  
Riparian and Equatic Ecosystem

U.C. Davis, 2001  
Land-Use Courses

Consumnes Junior College, 2001  
Business Administration

Modesto Junior College, 2001  
Building Inspector Program

San Diego Junior College, 1969-74  
Carpentry Apprentice Program

### Certifications

Building Inspector – 1065757-10  
Permit Technician – 1065757-14

### Experience Summary

James is a building inspector with more than 20 years of experience in the building and safety services industry. James comes from a contractor background and joined the Stockton Building Department in 1988 before retiring in 2008. James has maintained his continuing education units and is currently re-certifying through ICC.

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### Select Experience

#### City of Stockton, CA – 1988-2008

##### *Combination Building Inspector / Plan Checker*

#### 2006 - 2008

James was brought in-house to assist the building department with managing the counter process including distributing plans for plan check, issuing residential building permits, assisting the public, and processing residential master plans.

#### 2002 – 2006

In addition to James inspection responsibilities, he also assisted with various plan review roles as a Plan Checker 1. James reviewed plans for code compliance with the current adopted building codes. James regularly collaborated with the City's Structural Engineers, conferred with home-owners, building engineers and architects, and recommended changes to meet compliance with applicable codes and regulations. James also reviewed corrections, assigned/calculated fees, and approved documentation for projects.

#### 1990 – 2002

As a Building Inspector II, James interpreted and enforced codes and regulations of structural, mechanical, electrical, plumbing, and zoning. James performed inspections on numerous residential single family residences including tracks as well as multi-family and commercial / Industrial projects throughout Stockton.

#### 1988 – 1990

As a Building Inspector I, James performed all phases of new and existing residential, commercial, and industrial construction such as complex high-rises, Kaiser Hospital, tilt-ups, masonry, etc. James also managed track home developments to meet inspection procedures.

#### General Building Contractor

#### 1977 - 1986

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# Greg Shriver, P.E., CASp

## Senior Plan Review Engineer

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### Experience

32+ years

### Education

B.S.C.E Degree, California State University Fresno, May 1981  
Fresno City College, Fresno CA  
AA Degree, May 1973

### Certifications

Registered California Professional Engineer No. 38761  
CASp Certification No. 096

### Registrations

ICBO  
CALBO  
SEAOC  
California Energy Commission  
Past President – ICC East Bay Chapter

### Experience Summary

Greg has more than 30 years of experience in the performance of plan review engineering services. Greg has served a wealth of municipalities throughout California and has provided expertise in the California Building Code. Greg has primarily served a great majority of the East Bay and has served such jurisdictions as the Cities of Dublin, Livermore, Pleasanton, Pittsburg, Tiburon, American Canyon, and others. Greg is also a fixture in the International Code Council East Bay Chapter where he has held numerous positions including Past President. Greg continues to serve the industry on various code related issues and developments to his clients as well as other industry professionals when called upon.

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### Select Professional Experience

#### 4LEAF Inc.

#### *Senior Plan Check Engineer*

#### **2013 - Present**

Greg joined 4LEAF in January of 2013 as our Senior Plan Check Engineer. Greg is responsible for the management and performance of plan review for all of 4LEAF's plan review clientele and assists in the development of 4LEAF's Structural Engineers and Non-structural review staff.

#### Interwest Consulting Group

#### *Engineer / Plans Examiner*

#### **2007-2012**

Greg served Interwest Consulting Group for nearly six years performing plan reviews for Fire-Life-Safety, Structural, Accessibility, and Title 24 for many municipalities including Cities of Pleasanton, Dublin, Livermore, Pittsburg, Tiburon, Martinez, etc.

#### Independent Code Consultants

#### *Engineer / Plans Examiner / Owner*

#### **1991-2007**

Greg was the sole proprietor of his own Consulting Group for more than 15 years performing plan reviews for Fire-Life-Safety, Structural, Accessibility, and Title 24.

**Project Experience**

**Oracle Building “H” and Parking Structure**

**Occupancy:** B, Type II FR & S-2 IB  
**Size:** 532,261 sf  
**No. of Stories:** 4  
**Valuation:** \$60,000,000



**Project Description:** Greg provided the complete shell and tenant improvement plan reviews for this four story building totaling 180,996 sq ft. Occupancy is B with construction type II FR, fully sprinklered. The structural systems consisted of conventional footings, structural steel framing and metal deck/concrete fill floor and roof diaphragms and special braced frames. The parking garage consisted of complete plan review services for the four story S-2 building. The Construction type was I-B with a total square footage of 351,265 sq ft. Structural systems consisted of conventional footings, post tensioned concrete floor slabs, and concrete shearwalls.

**Pleasanton Corporate Commons**

**Occupancy:** B  
**Size:** 250,000 sf  
**No. of Stories:** 5  
**Valuation:** \$60,000,000



**Project Description:** Greg performed the plan review on the 250,000 sq ft Corporate Commons that included five stories of structural steel, reinforced concrete, and metal deck floors. The occupancy is B construction and the structural systems consisted of conventional footings, structural steel framing and metal deck/concrete fill floor and special braced frames.

**6088 / 6100 Sunol Boulevard**

**Occupancy:** B-H, 2-H, 7, II FR  
**Size:** 184,233 sf  
**No. of Stories:** 4  
**Valuation:** \$55,000,000



**Project Description:** Greg provided the complete shell and tenant improvement plan reviews for this two building project consisting of one-three story building with basement and one two-story building totaling 184,233 sq ft. Occupancy is B/H-2H-7 with construction type IIFR, fully sprinklered. The structural systems consisted of conventional footings, structural steel, framing and metal deck/concrete fill floor and roof diaphragms, and special moment resisting frames.

**Pleasanton Presbyterian Church**

**Occupancy:** E-3, B, and A2.1, Construction Type V-N  
**Size:** 78,000 sf  
**No. of Stories:** 1&2  
**Valuation:** \$15,000,000



**Project Description:** Greg provided plan review for the Pleasanton Presbyterian Church that consisted of a single story multi-use building, a single story classroom building, a single story youth center building, and a two story worship center. The total square footage for the project is approximately 78,000 sq ft. The Occupancy is E3, B and A2.1. The construction is type V-N sprinklered. The project was constructed using conventional wood framing, the lateral force resisting systems consisted of plywood roof and floor diaphragms and plywood shear walls.

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# Joseph Nicolas, P.E.

## Project Manager

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### Experience

27 years

### Education

California Polytechnic State University  
San Luis Obispo, CA –  
B.S. Architectural Design

### Certifications

California Registered Civil Engineer  
License # 58139

### Professional Affiliations

ICC – International Code Council  
  
Structural Engineers of Northern  
California

### Experience Summary

Joe has more than 27 years of experience providing design and code compliance services to both the public and private sectors. He has managed plan review staffs in excess of 35 plans examiners for both the public and private sectors. He is also experienced in reviewing the life safety and structural components of education, healthcare, commercial, industrial and residential structures.

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### Select Work Experience

#### **4LEAF, Inc.**

#### ***Senior Engineer / Senior Project Manager***

For the past seven years, Joe has been responsible for the management of 4LEAF's plan review operation. Joe has crafted and managed a team of highly successful engineers and MEP staff of more than 20 personnel to work with numerous local clients including the City of Sacramento, City of Folsom, City of Roseville, City of Galt, Aerojet, and numerous Cities and Counties throughout the Central Valley, East Bay Area, and South Bay Area. Joe has worked on and managed a number of high profile projects including:

- Calaveras County Jail (\$68 Million)
- Tuolumne County Jail (\$30 Million)
- Main Street Cupertino (\$300 Million)
- Administrative Office of the Courts (\$300 Million)

#### **Private Consulting Firm, Sacramento, CA**

#### ***Director of Plan Review***

Joe was responsible for supervising commercial and residential plan review staff on various projects working for developers and various building departments. Among Joe's responsibilities included preparation and administration of division's budget, consulting with developers, architects, and engineers, and communicating the life-safety & structural building codes.

## **Pacific Engineering**

### ***Principal Engineer***

Joe managed his own firm and supervised staff during the production of steel fabrication drawings. Joe was responsible for providing structural engineering calculations to support the fabrication division and would consult with developers, contractors, architects, and engineers. His duties also included estimating the materials necessary and steel fabrication costs.

## **City of Sacramento – Development Services Department**

### ***Supervising Engineer***

Joe was responsible for supervising the commercial and residential plan review staff on projects needing permits in the City of Sacramento. Joe's responsibilities included preparation and administration of division's budget, consulting with developers, architects, and engineers, and communicating the life-safety building codes. He also served as a plan reviewer for mid-rise structural projects, seismic retrofits of existing buildings using the State Historic Building Code and FEMA documents, and had reviewed various apartments and mixed use projects for the Life Safety provisions of the California Building Codes.

## **County of Sacramento**

### ***Associate Engineer***

Joe provided his expertise in the building design industry providing structural plan review of commercial and residential buildings. These projects included 2 to 3 story apartments, commercial, residential, and Sacramento County Construction projects.

## **Buehler & Buehler Structural Engineers, Inc.**

### ***Associate Engineer***

Joe provided his structural design experience for various projects throughout the Sacramento Region. He has extensive knowledge of the building codes and FEMA documents necessary to design structures. His design experience included the retrofitting of unreinforced masonry buildings, education facilities, healthcare facilities, commercial and residential facilities and parking structures. His experience included structures designed of timber, masonry, concrete, steel mid-rise construction and post tension concrete.

## **Orland Police Headquarters**

### ***Senior Plans Examiner***

Existing Historic Building in Orland, California, a 92,000 square foot public safety building, type VB construction, fully sprinklered. Existing reinforced concrete moment frame arches with concrete shearwalls. Project was designed using the 2007 Historic Building Code and the 2007 California Building Code.

## **Seismic Evaluation and Upgrade**

### **Ruhstaller Building, Sacramento, CA**

#### ***Supervising Engineer***

An early Historic 4600 square foot URM with mezzanine strengthened to meet the "collapse-prevention" performance objective defined in FEMA 310. The lateral system consisted of URM bearing/shearwalls supported by unreinforced brick and concrete footings.

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# Ronald Stevens

## Contract Combination Building Inspector

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### Experience

45 years

### Education

Master's in Public Administration  
DeVry University, Keller School of  
Management State of Illinois

Bachelor of Arts in Political Science  
California State University Stanislaus  
Turlock, California

Associate in Arts, Business Major  
San Joaquin Delta College Stockton,

### Certifications

ICC Building Inspector

ICC Mechanical Inspector  
ICC Mechanical Inspector (UBC)  
ICC Plumbing Inspector  
ICC Plumbing Inspector (UPC)  
ICC Commercial Building Inspector  
ICC Commercial Mechanical Inspector  
ICC Commercial Plumbing Inspector  
ICC Residential Building Inspector  
ICC Residential Mechanical Inspector  
ICC Residential Plumbing Inspector

CACEO Basic, Intermediate, Advanced &  
Supervisory Code Enforcement Official.

### Affiliations

ICC  
CALBO  
SCACEO  
CACEO  
CASE  
PMI

### Experience Summary

Ronald has more than 45 years of experience in the construction industry. In 1985 he founded and managed a private inspection company which did condition and evaluation assessments on residential and commercial properties. Ronald first obtained certification from the ICBO, currently the ICC in 1991 as a Building, Plumbing and Mechanical Inspector and worked as a combination inspector from 1997-2007. He then received additional training and certification as a Code Enforcement Officer in 2001-2002 with the completion of Basic thru Supervisory classes. Since 2007 Ronald has pursued additional training through the California Building Officials Training Institute (CALBO) and has achieved credentials in the following areas; Building Official, Field Inspector, Design Professional and Code Enforcement. Most recently Ronald received his Master's Degree in Public Administration.

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### Selected Professional Experience

#### 4LEAF, Inc.

##### *2013 – Present*

Ronald recently joined 4LEAF in a full-time capacity working with various clientele to perform as-needed building inspections. Thus far, Ron has worked with the City of Dublin for approximately one year on various residential projects including multi-family.

#### Precision Inspection Company Inc. Newman, CA

##### *Senior Building Inspector and Manager of Code Enforcement*

##### *1997-2007*

In this position Ronald inspected new and existing buildings and structures, executed the daily operations of Building Department and Code Enforcement in several jurisdictions, and enforced conformance to building, grading and zoning laws. Ronald also wrote, designed and produced implementation plans to establish a Code Enforcement capability in several jurisdictions. His other responsibilities included but were not limited to approving plans, specifications and standards; inspecting residential, commercial, industrial and other structures during and after construction; training and managing ten to twelve inspectors and Code Enforcement personnel; ensuring footings, floor framing, completed framing, chimneys and stairways met safety laws, specifications and standards; trained building inspection and administrative staff in field inspection and office procedures; observed

conditions and issued notices for corrections to persons responsible for conformance; supervised and managed inspection and enforcement staff for a building inspection firm; obtained evidence and prepared report concerning violations which had not been corrected; Interpreted legal requirements and recommended compliance procedures to contractors, craftsman and owners, kept inspection records and prepared reports for use by administrative and judicial authorities; conducted surveys of existing buildings to determine lack of prescribed maintenance, housing violations and hazardous conditions; and reviewed requests and issued building permits.

**Stevens Custom Builders Ketchikan, Alaska**

*Owner, Manager, Foreman*

**1983-1990**

**Louisiana Pacific Corp. Ketchikan, Alaska**

*Journeyman Carpenter*

**1978-1983**

**Stevens Construction Ketchikan, Alaska**

*Owner, Manager, Foreman*

**1976-1978**

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# Francisco Rivera

## Sr. Building Inspector

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### Experience

20+ years

### Education

Butte Community College  
Building Inspection Technology Cert.

### Certifications

ICC Combination Building Inspector

### Experience Summary

Francisco is a certified Combination Building Inspector with more than 20 years of practical field experience working in jurisdictional environments.

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### Select Professional Experience

#### **4LEAF, Inc.**

#### ***Building Inspector***

#### ***2014 – Present***

Francisco has worked as an as needed building inspector on behalf of 4LEAF with such cities as the Walnut Creek and other jurisdictions in the East Bay performing commercial and residential assignments for building, electrical, mechanical, and plumbing inspections.

#### **City of Brentwood**

#### ***Sr. Building Inspector***

#### ***1994 - 2013***

Francisco worked in Brentwood for nearly 20 years where he performed a full range of advanced level duties including field inspection and plan review. Francisco lead more complex and difficult work of staff members in the building inspection section for commercial, industrial, residential, and multi-family structures at various stages of construction for compliance with applicable state and local codes, including disabled access and green code provisions. Francisco also regularly met with City staff and officials and members of the public as a technical advisor and would routinely meet with developers to resolve difficult situations. Some of Francisco's project inspection work included:

- The Streets of Brentwood – Regional Shopping Center
- City Hall, Community Center, and Parking Structure
- Transfer Station
- John Muir Medical Office Building

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# Saeed “Sid” Danandeh, P.E., CBO, CASp

Plans Review Engineer

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## Education

BS Civil Engineering

## Registrations

CA Registered Civil Engineer

SECB Structural Engineers  
Certification Board, Chicago IL

OR Registered Structural Engineer

## Certifications

ICC Certified Building Official

ICC Certified Plans Examiner

CASp Certified Access Specialist

## Experience Summary

Sid is an experienced plan review engineer and manager with more than 28 years of experience performing plan review. Sid has managed an entire plan review operation for a large private firm which included clientele in Northern and Southern California. Sid has worked on all projects from small residential to high rises. Sid’s project experience includes commercial and industrial projects such as stadiums, airports, vessels, and malls.

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## Select Professional Experience

### **4LEAF, Inc.**

#### ***City of Palo Alto***

#### ***2013 – Present***

Sid is currently serving the City of Palo Alto on behalf of 4LEAF performing structural and non-structural reviews for such projects as office campuses, tech buildings, OSHPD 3 projects, and other commercial assignments. Projects typically range from approximately \$10 million to \$100 million in construction valuation. Sid reviews work for structural, mechanical, plumbing, electrical, disabled access, green codes based on the 2010 and 2013 CBC, CGBC, CPC, CEC, CMC, and other ordinances identified by the City.

### **West Coast Code Consultants (WC3)**

#### ***City of San Jose***

#### ***2013***

For approximately three weeks, Sid performed various reviews for the City of San Jose before joining 4LEAF.

### **Bureau Veritas**

#### ***Plan Review Manager***

#### ***2011 – 2012***

Sid is the Project Manager for Bureau Veritas’ Plan Review Engineering Department. Sid is responsible for managing work in Northern and Southern California which includes large commercial buildings, casinos, medical buildings, and educational buildings. Sid reviews work for structural, mechanical, plumbing, electrical, disabled access, green codes based on the 2010 CBC, CGBC, CPC, CEC, CMC, and 2008 Energy Code.

**Cities of Long Beach, Ontario, Lancaster, and Palmdale, CA**

***Plan Review Engineer***

***1985-2011***

Sid has worked for numerous municipalities in Southern California performing plan review engineering services. Sid has worked on a plethora of projects including high rise buildings, high occupancy structures, malls, restaurants, industrial, and large residential projects. In addition, Sid has plan checked more than 50,000 tract homes for such companies as KB, Forecast, U.S. homes, Beazer, and others. Sid has also checked such hospitality projects as Hilton, Marriot, Embassy Suites, etc. Some of Sid's largest projects include:

- Queen Mary
- Spruce Goose Dome
- Boeing Plant (Long Beach, CA)
- Ontario Airport (\$300 Million)
- 10 Story Edison Building (Long Beach, CA)
- Lancaster Baseball Stadium

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# Abigail Obligation

## Plans Examiner/Project Manager

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### Experience

7+ years

### Education

B.S Civil and Environmental Engineering  
University of California, Davis, 2005

### Certifications

ICC Building Plans Examiner  
Expires 12/29/2015

### Registrations

International Code Council  
ICC East Bay Chapter  
ICC Permit Technicians Group

### Experience Summary

Abigail (Abby) has more than seven years of experience in the performance of plans examination, counter support, and building and safety services consulting. Abby has served a wealth of municipalities throughout Northern California and has provided expertise in the California Building Code. Abby has recently primarily served a great majority of the East Bay with Plan Review services. Some of these cities include the City of Walnut Creek, City of Concord, City of Fremont, City of Gilroy, and City of Cupertino. Abby is also a fixture in numerous local chapters and meets regularly with the ICC Certified Permit Technicians Group in the East Bay.

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### Select Professional Experience

#### 4LEAF, Inc.

#### *Plans Examiner*

#### **2013 - Present**

Abby recently joined 4LEAF in April of 2013 as Plans Examiner in our Pleasanton office. Abby is tasked with the management and performance of plan review for all of 4LEAF's plan review clientele and will assist in the development of 4LEAF's Structural Engineers and Non-structural review staff. Abby's current project management assignments include the City of Cupertino, City of Fremont, City of Concord, City of Walnut Creek, and the Town of Danville. Abby regularly provides on-site assistance and training to existing City staff and on-site plan review assistance upon request.

In addition, Abby is also plan reviewing and project managing three large reviews for the City of Cupertino, they include:

- Office Campus Parking Garage (Largest Parking Garage in the United States)
- Main Street Cupertino (~\$300 Million mixed-use facility)
- Cupertino Village

#### TRB and Associates, Inc.

#### *Plans Examiner*

#### **2010-2013**

Abby was responsible for the review of plans and specifications to verify compliance with various building codes and zoning regulations for several local jurisdictions and government agencies ranging

from single family dwellings, new townhomes, and commercial buildings. Abby also served as the client liaison between owners, designers, contractors, and project managers to ensure projects are completed on-time.

**West Coast Code Consultants (WC3)**

*Plans Examiner*

**2008-2010**

Abby reviewed a wide range of construction documents to ensure plans and specifications are in compliance with various building codes and zoning regulations for local municipalities and government agencies. This also included work with the California Energy Commission and the U.S Department of Energy.

**CSG, Consultants, Inc.**

*Plans Examiner*

**2006-2008**

Abby joined CSG Consultants after graduating from the Engineering program from the University of California, Davis. Abby reviewed plans for conformance with the current California Building Codes and standards for many clients in the Peninsula and Sacramento area markets.

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# Stefanie Hionis, P.E.

## Plans Review Engineer/Civil Engineer

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### Experience

9 years

### Education

Bachelor of Science in Architectural Engineering, 2002

California Polytechnic State University, San Luis Obispo

### Registrations

State of California Licensed Professional Engineer, Civil, #70789

### Certifications

LEED Accredited Professional

### Professional Affiliations

California Office of Emergency Services, Safety Assessment Program, DSW-Volunteer

Structural Engineers Association of Central California, Young Members Forum

### Software Proficiency

AutoCAD (v.97- v.2008), Revit 2009, SAP2000, Enercalc, TJBear, RAMSteel, RAM Advanse, Microsoft Office Suite

### Experience Summary

Stefanie is a California registered Civil Engineer with over 9 years of experience providing plan review and engineering services on numerous projects. Stefanie is a LEED Accredited Professional and a member of the Structural Engineers Association of Central California Young Members Forum.

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### Select Professional Experience

#### **4LEAF, Inc.**

##### ***Plans Examiner***

Stefanie's responsibilities include reviewing initial and subsequent submittals of structural and non-structural building plans for conformance of residential, commercial and essential service projects to the California Building Code (CBC) applicable at the time of submittal; composing plan check comment letters for projects, and performing independent calculations to verify project calculations.

#### **Board for Professional Engineers and Land Surveyors**

##### ***Subject Matter Expert***

Serving as subject matter expert, Stefanie reviewed and approved applications for the Civil Professional Engineers Exam, coordinated with Senior Registrars to address unique applicant questions and applications, communicated with applicants and guided their efforts to finalize incomplete applications, and implemented process improvements in written communication methods to applicants.

#### **Buehler and Buehler Structural Engineers, Inc.**

##### ***Project Engineer***

As a project engineer, Stefanie designed essential service, educational, commercial (entertainment, office and retail) and multi-family residential buildings. She is experienced with timber, concrete, CMU and steel (including light gage) construction utilizing the 2001 and 2007 CBC, specialized computer programs, in-house design tools and hand calculations. She performed construction administration, including addendum drawings, RFI's / SSK's and structural observations. She coordinated structural support of equipment for Tenant Improvements (TI's), school modernizations and medical equipment upgrades in hospitals and medical office buildings. Stefanie analyzed conditions and capacities of existing structures for ASCE 31 protocol as member of design team, and controlled design schedules by drafting smaller projects in AutoCAD. Stefanie mentored younger engineers and was a member of in-house LEED committee.



## Section 2: Capacity

### Inspection Services Work Plan

4LEAF maintains the largest database of qualified inspectors of varied qualifications. Inspectors vary from current full-time inspection staff, idle staff (temporarily between assignments), and pre-qualified staff which include inspectors who are available subject to client demand. 4LEAF’s inspectors are all ICC certified and experienced working within a municipal work environment. 4LEAF will provide inspectors with all the necessary tools, equipment, and current code books sufficient to facilitate all required inspections. **4LEAF can provide interim or full-time inspectors same-day or within one business day.**

**We maintain an on-call database for as-needed requests with our clients. 4LEAF utilizes this service for more than 75 municipalities. Below is a snapshot of our database.**

Monthly Inspection Assignment Schedule

	W.C.	Gil	EPA	Danrv	Rose	Hollister	Apple	Sal	Nwrk	Mod	Sun cup	Dubl	VAL	Ala	Lath	Brentwood	Sac	Tiburon	LBNL	Fols	LPFD	Plsn	Tracy	Aero	Daly	Sac	PA		
1-Jan	Holiday			Holiday			Holiday									Holiday													
2-Jan	MEP/WD/AM/MP				CFE	GI/MO/TE	10				EP	JB/KB	8 DS	MK	RO/JL/BA	DN	MJ	MK	RS/PG					JD	LLD	RE	MJ	10	
5-Jan	MEP/WD/AM/MP				CFE	GI/MO/TE	10	DN			EP		8 DS	MK	RO/JL/BA	DN	MJ	MK	RS/PG					JD	LLD	RE	MJ	10	
6-Jan	MEP/WD/AM/MP				CFE	GI/MO/TE	10	DN			EP		8 DS	MK	RO/JL/BA	DN	MJ	MK	RS/PG			GM		JD	LLD	RE	MJ	10	
7-Jan	MEP/WD/AM/MP	JC			CFE	GI/MO/TE	10	DN			EP		8 DS	MK	RO/JL/BA	DN	MJ	MK	RS/PG					JD	LLD	RE	MJ	10	
8-Jan	MEP/WD/AM/MP	JC			CFE	GI/MO/TE	10	DN			EP		8 DS	MK	RO/JL/BA	DN	MJ	MK	RS/PG					JD	LLD	RE	MJ	10	
9-Jan	MEP/WD/AM/MP	JC/GM			CFE	GI/MO/TE	10				EP	JM	8 DS	MK	RO/JL/BA	DN	MJ	MK	RS/PG					JD	LLD	RE	MJ	10	
12-Jan	MEP/WD/AM/MP	DN			CFE	GI/MO/TE	10				EP		9 DS	MK	RO/JL/BA	GA/DN	MJ	MK	RS/PG	KB				JD	LLD	RE	MJ	10	
13-Jan	MEP/WD/AM/MP				CFE	GI/MO/TE	10	JM			EP		8 DS	MK	RO/JL/BA	DN	MJ	MK	RS/PG	KB			GM		JD	LLD	RE	MJ	10
14-Jan	MEP/WD/AM/MP	JC			CFE	GI/MO/TE	10	JM/DN			EP		8 DS	MK	RO/JL/BA	GA/DN	MJ	MK/EP	RS/PG	KB				JD	LLD	RE	MJ	10	
15-Jan	MEP/WD/AM/MP				CFE	GI/MO/TE	10	JM/DN			EP		8 DS	MK	RO/JL/BA	DN	MJ	MK/EP	RS/PG	KB				JD	LLD	RE	MJ	10	
16-Jan	MEP/WD/AM/MP	JC/GM			CFE	GI/MO/TE	10				EP		8 DS	MK	RO/JL/BA	GA/DN	MJ	MK	RS/PG	KB				JD	LLD	RE	MJ	10	
19-Jan	Holiday			Holiday			Holiday									Holiday													
20-Jan	MEP/WD/AM/MP				RST	CFE	GI/MO/TE	11	JM/DN		EP	JB	8 DS	MK	RO/JL/BA	DN	MJ	MK	RS/PG	KB			GM		JD	LLD	RE	MJ	10
21-Jan	MEP/WD/AM/MP	MM			CFE	GI/MO/TE	11	JM/DN			EP	JB	8 DS	MK	RO/JL/BA	GA/DN	MJ	MK/EP	RS/PG	KB				JD	LLD	RE	MJ	10	
22-Jan	MEP/WD/AM/MP				CFE	GI/MO/TE	11	JM/DN			EP	JB	8 DS	MK	RO/JL/BA	DN	MJ	MK/EP	RS/PG	KB				JD	LLD	RE	MJ	10	
23-Jan	MEP/WD/AM/MP	MM			ME/RST	CFE	GI/MO/TE	11	JM		EP	JB	8 DS	MK	RO/JL/BA	GA/JC	MJ	MK/EP	RS/PG	KB				JD	LLD	RE	MJ	10	
26-Jan	MEP/WD/AM/MP	JC			RST	CFE	GI/MO/TE	11	JM		EP		8 DS	MK	RO/JL/BA	GA/DN	MJ	MK	RS/PG	KB				JD	LLD	RE	MJ	10	
27-Jan	MEP/WD/AM/MP	MM			RST	CFE	GI/MO/TE	11	JM		EP		8 DS	MK	RO/JL/BA	DN	MJ	MK	RS/PG	KB			GM		JD	LLD	RE	MJ	10
28-Jan	MEP/WD/AM/MP				RST	CFE	GI/MO/TE	11	JM		EP		8 DS	MK	RO/JL/BA	GA/DN	MJ	MK	RS/PG	KB				JD	LLD	RE	MJ	10	
29-Jan	MEP/WD/AM/MP	MM			RST	CFE	GI/MO/TE	11	JM	Example	EP		8 DS	MK	RO/JL/BA	DN	MJ	MK	RS/PG	KB				JD	LLD	RE	MJ	10	
30-Jan	MEP/WD/AM/MP	MM			RST	CFE	GI/MO/TE	11	JM	Example	EP		8 DS	MK	RO/JL/BA	GA/DN	MJ	MK	RS/PG	KB				JD	LLD	RE	MJ	10	

### Inspection Options

#### Periodic Inspection Services → Available Next Day

4LEAF can fulfill inspection requests immediately upon request including same day. 4LEAF has a wealth of local and available inspectors ready to serve the City of Buckley. In addition, 4LEAF has a proven track record of providing such services to a number of different building departments.

#### Part-Time Inspection Services → Available Next Day

4LEAF will provide the City with part-time inspectors upon request. 4LEAF can provide part-time staff within 24 hours of request for any duration of time. 4LEAF’s Project Manager will work closely with the department to identify the right personnel and determine the appropriate work schedule.

#### Full-Time Inspection Services → Available Two Days or Less

4LEAF can provide full-time inspectors upon request. 4LEAF provides this service regularly to many clients throughout Washington, and California; Central Coast, Sacramento Valley, Peninsula/South Bay Regions, East Bay, and Central Valley.

#### Project Specific Inspection Services → Available Two Days or Less

4LEAF is often tasked with providing inspection services to large projects on behalf of municipalities. 4LEAF currently handles large-scale projects for such clients as the City of Palo Alto, City of Cupertino, etc. These projects are developer funded into a separate City account which is distributed to 4LEAF using a separate invoice and contract number. This is particularly helpful to fast paced projects looking for continuous inspection services over a short period of time (i.e. 6 – 36 Months).



## **Plan Review Services Work Plan**

4LEAF has a team of more than **25 Plan Review Engineers and ICC Certified non-structural, mechanical, electrical, and plumbing** staff actively working on-site for local jurisdictions or off-site at one of 4LEAF's offices.

### **On-Site Review**

4LEAF can supply Registered Professional Engineers to the City of Buckley to work on-site performing structural plan review and non-structural reviews at the City's discretion. 4LEAF currently supplies on-site review to such Cities as:

**City of Livermore**  
**City of Pleasanton**  
**Livermore/Pleasanton Fire Department (LFPD)**  
**City of Stockton**  
**City of Gilroy**

**City of Turlock**  
**City of Palo Alto**  
**City of Hollister**  
**City of East Palo Alto**  
**San Joaquin County**

### **Standard Off-Site Review**

4LEAF is able to work effectively with design teams and assist Public Works, Planning, Fire, and Building Departments in the construction, rehabilitation, and repair of both public and private projects. Our experience includes working alongside Design Review and Preservation Boards to determine design criteria and associated project requirements, and performing plan reviews of both public and private projects. This includes checking for compliance with the structural, life-safety, accessibility, plumbing, mechanical, electrical, fire, and local codes/ordinances.

### **Plan Review Approach**

We understand that the specific Building Plan Review responsibilities will include, but are not limited to:

- Examining plans, drawings, specifications, computations documents, soils reports, and any additional data;
- Ascertaining whether projects are in accordance with applicable building codes;
- Checking and processing building plans and inspecting (as needed) to ensure compliance with approved plans and codes;
- Reviewing plans to ensure conformity to the required strengths, stresses, strains, loads, and stability as per the applicable laws;
- Reviewing plans to ensure conformity with use and occupancy classification, general building heights and areas; types of construction; fire resistance construction and protection systems; means of egress; accessibility; structural design; soils and foundations; and masonry;
- Providing additional plan review services as requested by the City;
- Conducting all plan review at the City Building Department or, as needed, at a site mutually agreed upon in writing and;
- Supplying all plan review staff with all code books and other basic professional references.



## **4LEAF Plan Review QA/QC Process for all Reviews**

### **Task 1 – Project Tracking Set-up**

The first step of our process will be to set up the project in our system to enable 4LEAF and the City of Buckley to track the progress of the review. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

### **Task 2 - Complete Submittal Review**

Upon receiving the plans from City of Buckley, 4LEAF will triage (preliminary plan review performed by 4LEAF plan review project lead) the submittal to verify that the submittal received is complete (i.e., all pertinent plans, calculations, reports, and other related documents) in order that we can begin our review. If the submitted package is incomplete, we will communicate with the City of Buckley to discuss the deficient documents needed to proceed with our review.

### **Task 3 - Plan Review Assignment**

After the triage process is performed and a complete package is verified, the project will be assigned to the most qualified Plans Examiner and a turnaround time will be established. We will log each application into our database the same day the plans are received to assure that they are routed in a timely manner and to allow for daily project tracking.

### **Task 4 - Plan Review**

4LEAF will provide the project contact (Developer, Contractor, Architect, or Engineer) desired by City of Buckley with a list of any items needing correction and clarification to comply with applicable building codes, ordinances, and regulations. A correction list will be created based on the missing codes and ordinances.

### **Task 5 - Quality Control**

Prior to submitting the plan review correction list to the City of Buckley, the designated plan review project lead will review the correction list for adherence to applicable codes and ordinances as well as for accuracy and completeness. After completion of our quality control review a correction list will be e-mailed to a designated staff member at the City of Buckley. The correction list and a 4LEAF transmittal form will include the following information: a description of the work, type of construction, occupancy group, square footage, number of floors, and sprinkler requirements.

### **Task 6 - Plan Review Rechecks**

Plans received for rechecks will be reviewed for conformance. Our goal is to actively work with the designers to resolve all unresolved issues after our second review. If it appears that there are complicated issues that might cause a project to go beyond our second review, we will communicate directly with the designer to resolve these concerns.

### **Task 7 - Project Approval**

Once the final plan reviews are completed and ready for approval, 4LEAF will organize the plans and supporting documents per the City of Buckley processing requirements and return them to the City of Buckley, along with our letter of completion.



## Turn-Around Times

4LEAF has a tremendous reputation for completing projects on-time and under budget. 4LEAF’s plan review team is widely recognized for quick turn-around times and prompt service. Please contact our references to learn about our abilities and commitments to our clients. Off-site plan reviews are performed at our office, with plans transmitted by personal delivery or overnight service. The standard turn-around time is within 10 business days for residential plan reviews and within 10 days for commercial/industrial plan reviews; however, these timeframes are negotiable based on your needs. **4LEAF also provides Fire Plan Review services.**

Type of Plans	Transportation	Initial Review	Subsequent Review	Expedited Service
Residential	<24 Hours (pick up & delivery by courier)	<10 Days	<5 Days	No Additional Charge (when staff available)
Commercial	<24 Hours (pick up & delivery by courier)	<10 Days	<5 Days	No Additional Charge (when staff available)
Large Commercial >15,000 Sq. Ft.	<24 Hours (pick up & delivery by courier)	Negotiable	Negotiable	No Additional Charge (when staff available)

**For more Rural or Remote areas, 4LEAF may solicit a courier service. At no additional cost to the City.**

***Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing when applicable.***

### **Independent Expedited Review**

4LEAF will perform expedite plan review services in two different capacities.

***Scenario # 1 – Developer funded expedited reviews – 4LEAF can negotiate an appropriate rate for review with the County to ensure all compensation is equitable to the service performed.***

***Scenario # 2 – County requests with no additional funding – Upon request, 4LEAF will perform expedited reviews for the County at no additional charge. 4LEAF has a proven track record of assisting our clients with expedited reviews under unique customer service situations when projects need to be completed quickly.***

## Electronic Plan Review Available

When plans and documents are received for review, 4LEAF’s Plan Review Manager and Document Control Technician analyzes the project, creates a Job number, and completes a Job Setup Sheet. This form highlights both jurisdiction and project specific design criteria, and notes applicable contact information. Jobs are transmitted through 4LEAF’s easily accessed EZPlan Review portal, which tracks initial and subsequent reviews, and is open for view, by the customer. The County and their Customers can view 4LEAF’s plan control log through **EZPlan Review Portal**.







4LEAF has numerous of Permit/Counter Technicians on staff, many whom are currently assigned to Building Departments throughout the state. All staff will have the materials, resources, tools, and training required to perform the job.

**Building Department Services Placement Schedule**

<b>Building Department Staff</b>	<b>Interim</b>	<b>Full-Time</b>
<b>Permit Technician (ICC Certified)</b>	Less Than 2 Days	Less Than 5 Days
<b>Assistant Permit Technician/ Counter Staff</b>	Less Than 2 Days	Less Than 5 Days
<b>Building Official</b>	Less Than 2 Days	Less Than 15 Days

**Public Works Inspection Services**

In addition to building inspection, 4LEAF *has an experienced staff that provides public works inspection*. Our team has supported numerous projects for on-call construction management and inspection services contracts for clients such as the Sacramento Regional Transit District, California State Parks, and numerous local municipalities. Our many public works projects include light-rail extension projects, water/sewer systems, roadways, and bridges. Our team of qualified public works inspectors is available should you have needs in this area.



### **Section 3: References**

Client Name: City of Auburn  
Client Contact: Tom Ushing, Building Official  
Client Telephone: Office: (253) 804-5036  
Client Address: 25 West Main Street, Auburn, WA 98001  
Email: [Trushing@auburnwa.gov](mailto:Trushing@auburnwa.gov)  
Services: Commercial and Residential Inspection Services  
  
Dates of Service: 2013 - Present

Client Name: City of Enumclaw  
Client Contact: Erika Shook, Community Development Director  
Client Telephone: Office: (360) 825-3593 X 5725  
Client Address: 1309 Myrtle Avenue, Enumclaw, WA 98022  
Email: [Eshook@ci.enumclaw.wa.us](mailto:Eshook@ci.enumclaw.wa.us)  
Services: Residential and Commercial Plan Review and Building Inspection.  
  
Dates of Service: 2013 - Present

Client Name: City of Dublin  
Client Contact: Gregory Shreeve, C.B.O., Chief Building Official  
Client Telephone: Office: (925) 833-6620  
Client Address: 100 Civic Plaza, Dublin, CA 94568  
Email: [Gregory.Shreeve@ci.dublin.ca.us](mailto:Gregory.Shreeve@ci.dublin.ca.us)  
Services: Plan Review, Counter Technicians, Code Enforcement, Waste Management, Capital Projects, and Building Inspection Services  
  
Dates of Service: 2002 - Present

Client Name: City of Cupertino  
Client Contact: Albert Salvador, P.E., C.B.O., Building Official  
Client Telephone: Office: (408) 777-3328  
Client Address: 10300 Torre Avenue, Cupertino, CA 95014-3255  
Email: [AlbertS@Cupertino.org](mailto:AlbertS@Cupertino.org)  
Services: Plan Review and Inspection Services  
  
Dates of Service: 2010 - Present



## **Section 4: Fee Structure**

### **Plan Check Percentages:**

<b>Plan Check Service</b>	<b>Fee for 1<sup>st</sup> Review and subsequent rechecks</b>	<b>Hourly rate for subsequent reviews (with authorization from Building Official):</b>
<b>Life Health Safety, Structural, ADA Requirements and Title 24 Energy Requirements Plan Checks</b>	70% of City fee	\$110/hour structural \$75/hour non-structural

### **Additional Building Department Services**

Senior Combination Building Inspector (Building Inspector III) .....	\$85/hour
Commercial Building Inspector (Building Inspector II) .....	\$75/hour
Residential Building Inspector (Building Inspector I).....	\$65/hour
Code Enforcement.....	\$75/hour
Permit Technician.....	\$40/hour
Public Works Inspector.....	\$95/hour
Chief Building Official .....	\$110/hour
Hourly overtime charge per inspector .....	1.5 x hourly rate

***Larger complex reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing when applicable.***

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be done monthly
- Staff Augmentation work (excluding plan review) is subject to 2 hour minimum charges unless stated otherwise. Services billed in 2 hour increments
- All billable expenses will be charged at cost plus 20%
- Mileage will be billed at the IRS Rate plus 20%
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b> <b>Parks and Recreation Staffing Change Proposal</b>	<b>Agenda Date: February 9, 2016</b>		<b>AB16-027</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		x
	City Administrator – Dave Schmidt		x
	City Attorney (Land) – Phil Olbrechts		
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		
	Finance Depart – Sheila Bazzar		
	Fire Depart – Chief Predmore		
	Parks & Rec Depart – Ellen Boyd	x	
	Planning Depart – Kathy Thompson		
Police Depart – Chief Arsanto			
Building Depart – Mike Deadmond			
<b>Attachments:</b> (1) Letter to Mayor Johnson and Dave Schmidt with Proposed Staffing Changes (2) Youth Services Coordinator Job Description (3) Senior Center Activities Assistant Job Description (4) Parks and Recreation Organizational Chart with Proposed Changes			
<b>SUMMARY STATEMENT:</b>  Attached is a proposal to amend the 2016 staffing levels within the Parks and Recreation Department.  Included in the proposal is a restructuring that includes bringing on two new positions- a Youth Services Coordinator and a Senior Activities Assistant. The job descriptions for these positions are included here along with an organizational chart.			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> Community Services Committee			
<b>RECOMMENDED ACTION: MOTION TO APPROVE the Proposed Positions and Organizational Restructuring of the Youth &amp; Senior Services Department.</b>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	



P.O. Box 1960 | Phone: 360-829-1921 ext. 7814 | Fax: 360-829-9363

[www.cityofbuckley.com](http://www.cityofbuckley.com)

January 20, 2016

Mayor Johnson and Dave,

I have had the pleasure of working for the City now for the past seven years. I have worked in varying capacities and had many opportunities for both personal and professional growth in that time. I am committed to the work that we do here and see great value in the services that we offer. I also see room for expansion in our future. However, at this time in my life, I find myself feeling torn between the commitment of time that my job requires and the commitment of time that my family requires. I've played around with many different scenarios in my mind. Ultimately, I've settled on one which will save the City approximately \$22,000, enhance the programs within my department, and allow me to temporarily take a step back.

It's with this that I would like to propose a restructuring within my department. Although the Parks and Recreation Department currently encompasses the youth center, senior center, parks, and cemetery, my proposal only includes changing staffing at the youth center and senior center. Our current staffing levels are as follows:

1 Recreation Services Director  
1 Activities Coordinator and Youth Program Lead @ \$16/hr  
0.25 Senior Center Cook @ \$13/hr  
0.55 Youth Activities Assistant @ \$10.50/hr

	Senior Center	Youth Center
<b>Total Salaries and Wages</b>	\$51,786	\$58,670
<b>Total Hours</b>	2,392	3,432
<b>Total Benefit Costs</b>	\$24,983.06	\$30,534.86
<b>FTE Equivalency</b>	1.15	1.65
<b>Total Cost</b>	\$76,769.46	\$89,204.46

Youth Center Overall Cost: \$114,836  
Senior Center Overall Cost: \$106,296  
**Overall Cost Combined: \$221,132**

The change I'd like to propose includes temporarily cutting my time to 62.5% (25hr/week). I would be in the office approximately 20 hours per week and work remotely the remaining five. Because this would take away from my time during drop-in hours at the Senior Center, I would want to shift Chloe's (our Activities Coordinator and Youth Program Lead) responsibilities a bit so she has the ability to focus more of her time and energy at the Senior Center. This proposal also includes creating two new part-time positions- a Youth Services Coordinator and a Senior Center Activities Assistant. Please see the proposed job descriptions attached. The proposed staffing levels are as follows:

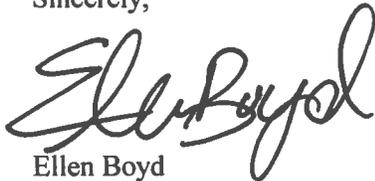
0.625 Recreation Services Director  
 1 Activities Coordinator @ \$16.5/hr  
 0.25 Senior Center Cook @ \$13/hr  
 0.5 Youth Services Coordinator @ \$15/hr  
 0.5 Youth Activities Assistant @ \$10.50/hr  
 0.38 Senior Activities Assistant @ \$10.50/hr

	Senior Center	Youth Center
<b>Total Salaries and Wages</b>	\$59,955	\$55,067
<b>Total Hours</b>	3,406	3,354
<b>Total Benefit Costs</b>	\$19,431.27	\$8,327.69
<b>FTE Equivalency</b>	1.64	1.61
<b>Total Cost</b>	\$79,386.52	\$63,394.94

Youth Center Overall Cost: \$88,276  
 Senior Center Overall Cost: \$110,615  
**Overall Cost Combined: \$198,891**

In addition to the job descriptions, you'll also find the Parks and Recreation organizational chart with the proposed staffing levels attached.

Sincerely,



Ellen Boyd  
 Recreation Services Director,  
 City of Buckley



## **City of Buckley**

**P.O. Box 1960 ♦ Buckley, WA 98321 ♦ (360) 829-1921 ext. 7814**

**JOB TITLE:** Youth Services Coordinator

**EXEMPT:** Yes

**SALARY LEVEL:** \$14-\$17 (2016)

**REPORTS TO:** Recreation Services Director

**JOB CODE:**

**DEPT:** Parks and Recreation

**ADOPTED DATE:** 1/21/16

**SUMMARY:** This is a temporary part-time position that performs a variety of duties to help facilitate personal, social and educational growth in young people to help them reach their full potential in society. The nature of the job requires strong leadership abilities, as well as public relations skills to work effectively with participants, parents, media, employees, volunteers, and the general public. The Youth Services Coordinator is responsible for promoting and eliciting community support for program activities and performing a variety of tasks relative to assigned tasks. This position will require evening work hours and may require some weekends to monitor youth programs. The Youth Services Coordinator reports to the Recreation Services Director who reviews work by on-site visits, staff meetings and informal discussions.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Under the direction of the Recreation Services Director, this position will oversee the daily operations of the youth activity center and its associated programs and facilities.
- Managing and administering youth and community projects and resources.
- Assessing the needs of young people, and planning and delivering programs related to areas such as health, fitness, smoking, drugs, gangs, violence, relationships and bullying.
- Mentoring, coaching and supporting individuals to facilitate personal, social and educational growth in young people as well as encouraging greater social inclusion.
- Working in partnership with professionals from other organizations that support young people such as social care, health, police, education, youth offending teams and local authorities.
- Identifying and pursuing sources of funding for projects to improve services and/or resources for young people.
- Writing reports and making formal presentations to funding bodies.

- Maintain a safe, fun, inviting atmosphere for all participants. Facilitate conflict resolution when necessary and incorporate proper disciplinary measures when necessary.
- Maintain records such as attendance, income from fees, expenditures, and time sheets.
- Supervise staff and volunteers.
- Assist with recruitment, training and supervision of assigned staff and volunteers.
- Facility oversight and operation.
- As directed, maintain ongoing inventory control of recreation equipment and supplies. Activity registration and fee collection.
- Schedule usage of facility for activities; provide information and assistance to users of facilities; monitor, inspect and secure facility; schedule maintenance.
- Solicit and incorporate community and staff input for program improvements.
- Ensure that youth and youth organizations are aware of available activities

**OTHER JOB DUTIES:**

- Model excellent workplace values and behaviors.
- Follow all safety rules and procedures established for work areas.
- Build teamwork; enhance skills and abilities of staff and volunteers.
- Insure compliance with all policies and procedures to represent the Department positively in the community.
- May assist the Recreation Services Director with daily operations as needed.
- May perform portions of the work of higher classified positions occasionally, as assigned.

**KNOWLEDGE, SKILLS AND ABILITIES:** (Applicants should describe their previous experience and training for each of the following selection factors. These factors will be the basis for selecting the most qualified applicants to be interviewed. Candidates selected for employment must satisfactorily demonstrate possession of these factors during a prescribed probationary period, and afterwards, for continued employment.)

**Knowledge of:**

- Volunteer Management.
- Non-profit organizations.
- Youth and teen recreation needs and challenges.
- Principles of supervision, training and performance evaluation.

- Principles and practices of recreational program development and implementation.
- Rules and equipment used in various recreational activities.
- Occupational hazards and standard safety precautions.

**Ability to:**

- Empower youth.
- Foster a culture that promotes critical self-reflection, discovery, and action.
- Problem Solve.
- Establish and maintain effective working relationships with employees, volunteers, other agencies, participants, instructors, community leaders and the general public.
- Supervise, organize, train and evaluate the work of volunteers.
- Recommend and implement goals, objectives and practices for providing effective and efficient recreation programs.
- Communicate effectively orally and in writing.
- Attend work on a regular and dependable basis.
- Ability to work independently; to prioritize tasks and organize work efficiently.
- Performs other tasks as assigned.

**QUALIFICATIONS:**

**Education and Training:**

Required: High School Diploma/GED

Desired: Two years of experience in developing, coordinating and implementation of recreation programs for youth including one year supervisory experience.

**Licensing and Certification:**

Valid Washington State Driver's License with driving record free of serious or frequent violations.

The applicant must either have at the time of hire or be able to obtain within 90 days of hire the following certificates as determined by the City for the position classification;

- ~ CPR/First Aid certification
- ~ Food Worker Card
- ~ NIMS IS - 100
- ~ NIMS IS - 200
- ~ NIMS IS - 700
- ~ NIMS IS - 701
- ~ NIMS IS - 703

**TOOLS AND EQUIPMENT USED:**

Ability to use standard office equipment, including personal computer, at a moderate skill level.

## **WORK ENVIRONMENT:**

(The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)

While performing the duties of this job, the employee performs the work indoors in an office setting as well as in a recreational setting, either outdoors or indoors. Some travel to a variety of locations to perform work and/or attend meetings is required. Physical exertion may be required to lift recreational equipment, office supplies, and assist citizens. Work in this position may place employee at risk of occupational exposure to blood-borne pathogens.

*The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.*

*The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.*



## **City of Buckley**

**P.O. Box 1960 ♦ Buckley, WA 98321 ♦ (360) 829-1921 ext. 7814**

**JOB TITLE:** Senior Center Activities Assistant

**EXEMPT:** Yes

**SALARY LEVEL:** \$10.50 Hourly

**REPORTS TO:** Recreation Services Director

**JOB CODE:**

**DEPT:** Parks & Recreation

**ADOPTED DATE:** 1/21/16

**SUMMARY:** This is a part-time temporary position that performs a variety of duties in recreation program planning, supervision and leadership work for senior programs. The nature of the job requires strong leadership abilities, as well as public relations skills to work effectively with participants, parents, employees, volunteers, and the general public. Must be able to work between 9:00-12:00 pm Monday- Friday year-round. Some late nights and weekends may be required.

### **SENIOR CENTER ACTIVITES ASSISTANT JOB DESCRIPTION:**

- Assists in carrying out day-to-day activities of assigned programmatic area.
- Provides referrals, which includes: assessing needs; identifying appropriate resources; assessing appropriate response modes; providing information on organizations to help inquirers make an informed choice; locating alternative resources; and/or, performing other related activities in assigned area of responsibility.
- Assists customers with registering for applicable program(s); processes a variety of forms and/or paperwork related to assigned program area.
- Provides responses to requests for information to potential customers, employees, the general public, and/or other interested parties, which may include: assisting clients in completing forms; providing data about community service systems; communicating agency policies; pulling and redistributing files; making copies; communication procedures for completing applications; and/or, performing other related activities in assigned area of responsibility.
- Maintains regular attendance and punctuality.
- Assist Activities Coordinator in the maintenance of records and completion of reports (i.e. Participation Usage Reports, incident/accident reports, etc.) as directed.
- Assist with room-set-ups (moving tables/chairs etc.).

- Ability to run the Senior Center in the absence of the Activities Coordinator or Recreation Services Director.
- Performs other duties of a similar nature or level

**QUALIFICATIONS:**

**Education and Training:**

Required: High School Diploma/GED

Desired: Two years of experience in working with adults 55+

Should be able to lift at least 50lbs.

**Licensing and Certification:**

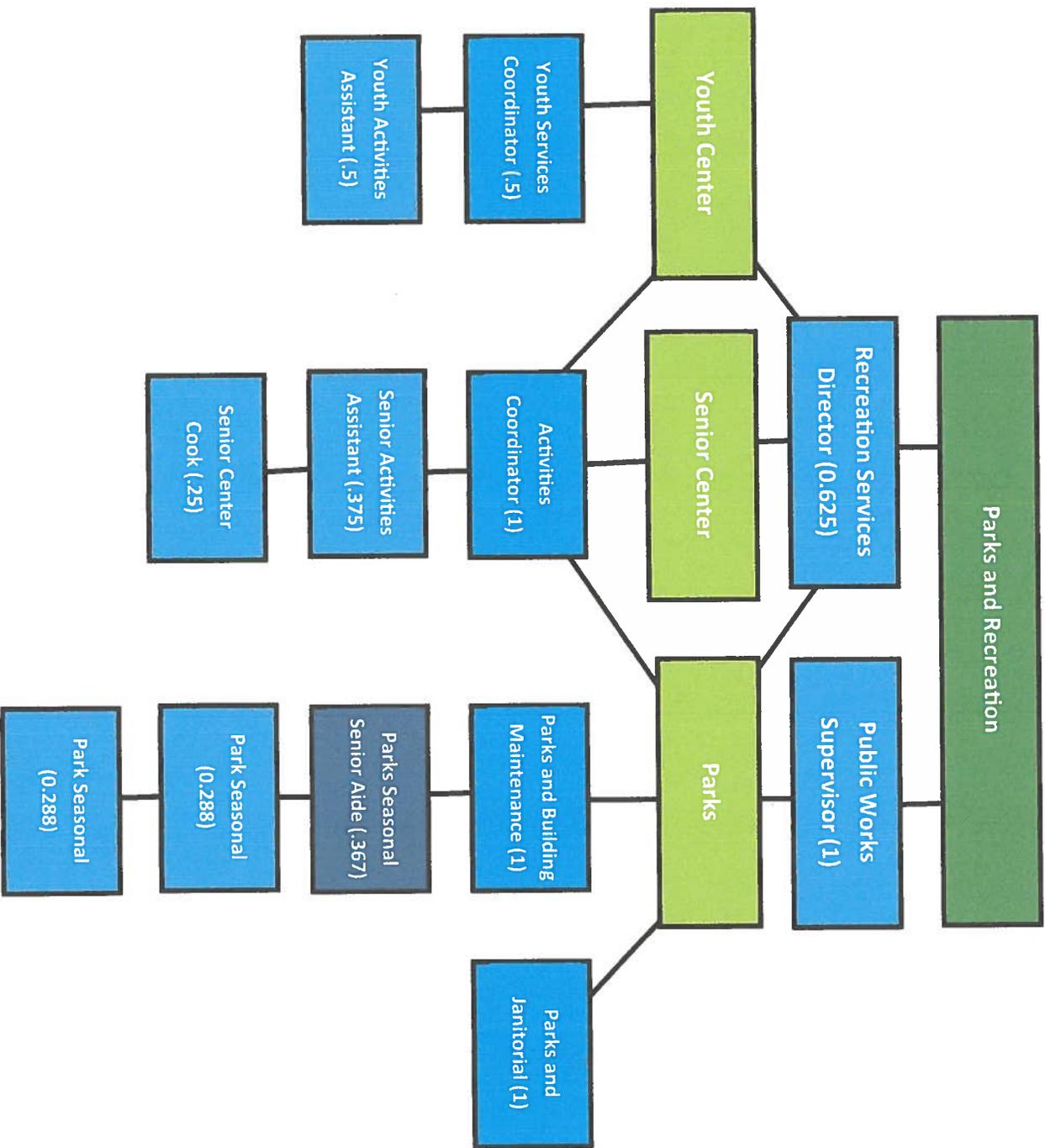
Valid Washington State Driver's License with driving record free of serious or frequent violations.

The applicant must either have at the time of hire or be able to obtain within 2 months of hire the following certificates as determined by the City for the position classification;

- ◆ CPR/First Aid certification.
- ◆ Food Handlers Card

# Buckley Parks and Recreation

## Organizational Chart 2016



**City Council  
January 26, 2016**

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

Upon roll call the following members were present: Sundstrom, Rose, Tremblay, Leggett, Kyllonen and Burkett. Council member Boyle Barrett arrived at 7:03 PM. Also in attendance were City Administrator Schmidt, Police Chief Arsanto, Assistant Police Chief Northam, City Clerk Starr and City Planner Thompson.

Mayor Pro Tem Tremblay asked if there were any changes, additions or deletions to the agenda. There were none. **Council member Rose moved to approve the agenda. Council member Leggett seconded the motion. Motion carried.**

**SPECIAL PRESENTATION**

Meghan Rhoades from the White River School District conducted a presentation on the upcoming bond measure that they would like to see pass, which would provide much needed improvements to all schools within the district.

**STAFF REPORTS**

City Administrator Schmidt stated that the only thing he had to report was that the contractors are still working on the transmission main stream crossing bridge.

City Clerk Starr stated that she sent out an electronic version of the agenda and packet to all Council members. She will start sending electronic packets for every meeting, but for the time being will provide paper packets as well. We hope to eventually go all electronic.

Police Chief Arsanto stated that he and Assistant Police Chief Northam are working on yearly stats for the Council, and they plan on having them out before the next Council meeting. Also, Chief Arsanto has made a conditional offer to an applicant for his tenth officer.

**MAIN AGENDA**

**ORD No. 02-16: Amending BMC 3.50 – Parks Impact Fees:**

**Council member Sundstrom moved to approve ORD No. 02-16 Amending BMC 3.50 – Parks Impact Fees. Council member Boyle Barrett seconded the motion. Upon roll call vote, motion carried 7/0.**

**ORD No. 03-16: Amending Miscellaneous Code Sections – HE & BOA Conversions:**  
Council member Boyle Barrett moved to approve ORD No. 03-16 Amending Miscellaneous Code Sections – HE & BOE Conversions. Council member Rose seconded the motion. Upon roll call vote, motion carried 7/0.

**ORD No. 04-16: Amending Miscellaneous Code Sections – Annual Housecleaning:**  
Council member Boyle Barrett moved to Approve ORD No. 04-16 Amending Miscellaneous Code Sections – Annual Housecleaning. Council member Sundstrom seconded the motion. Upon roll call vote, motion carried 7/0.

**ORD No. 05-16: Rezoning 25 Acres – Spiketon Rd – Evans:**  
Council member Boyle Barrett moved to Approve ORD No. 05-16 – Rezoning 25 Acres – Spiketon Rd – Evans. Council member Rose seconded the motion. Upon roll call vote, motion carried 6/1.

**Local Agency Agreement Supplement No. 4 – Realignment Project Phase 2:**  
Council member Boyle Barrett moved to Approve Grant Funding Local Agency Agreement (Supplement #4) and TIB Bid Authorization form for Construction of Phase II of the SR410/SR165 Realignment Project. Council member Rose seconded the motion. Motion carried.

**Agreement – AV Capture All Contract – Audio Recording Service:**  
Council member Boyle Barrett moved to Authorize the Mayor to Execute the Agreement with AV Capture All for Audio Recording Service. Council member Sundstrom seconded the motion. Motion carried.

**Lease Agreement – Addendum #3 City and Ken Carel for AG Facility and Lands:**  
Council member Sundstrom moved to Approve Addendum #3 to the Lease Agreement Between the City and the Flying K-C Livestock (Ken Carel) for Farm Land, Buildings and Facilities on the DSHS Ag Facility. Council member Boyle Barrett seconded the motion. Motion carried.

**Agreement – 2016-2017 Local #286 Contract & MOU:**  
Council member Boyle Barrett moved to Approve the 2016-2017 Labor Agreement between the City and the Local #286 Operating Engineers for PW and Clerical Employees, and the MOU Regarding New Positions and Contracting of Cemetery Services. Council member Rose seconded the motion. Motion carried.

### **CONSENT AGENDA**

Council Member Boyle Barrett moved to approve the Consent Agenda as presented. Council member Rose seconded to motion. Motion carried.

Approve Minutes of January 12, 2016 City Council Meeting.

Claim check numbers 54028 through 54071, in the amount of \$252,916.36, for the period of January 13, 2016 through January 26, 2016 are hereby approved and ordered paid this 26<sup>th</sup> day of January 2016.

### **COMMITTEE REPORTS**

**Mayor's Report:** Mayor Pro Tem Tremblay stated that he has signed up a few Council members, as well as the Mayor and himself, for the February 25<sup>th</sup> General Assembly. If anyone else is interested in attending, be sure to let the Mayor know.

**Administration, Finance & Public Safety:** Council member Boyle Barrett stated that all topics covered were on the agenda tonight. Their next meeting will be February 2<sup>nd</sup> at City Hall at 9:30 AM.

**Transportation & Utilities:** Council member Tremblay stated that he would like to welcome new Council member Burkett onto the committee, and he appreciates the knowledge he is going to be bringing.

**Community Services:** Council member Rose stated that their next meeting will be February 18<sup>th</sup>.

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

Council member Sundstrom stated that the Managing Stormwater in Washington conference is on March 9<sup>th</sup> and he needs permission for himself and maybe Council member Burkett to possibly attend. **Council member Boyle Barrett moved to authorize expenditure of \$195.00 each to authorize Council members Sundstrom and Burkett to attend the Engineering Stormwater session for the state. Council member Leggett seconded the motion. Motion carried.**

**Council member Boyle Barrett moved to adjourn. Council member Rose seconded the motion. Motion carried.**

**With nothing further the meeting was adjourned at 8:26 PM.**

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Mayor

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City Administrator

**CITY COUNCIL**

**STUDY SESSION**

**February 2, 2016**

**ATTENDEES:** Councilmembers Sundstrom, Rose, Burkett, Leggett, Tremblay and Boyle Barrett. Also in attendance were Mayor Johnson, City Administrator Schmidt and City Clerk Starr.

Mayor Pro Tem Tremblay called the Study Session to order at 7:03 PM. He opened the Study Session expressing his thoughts and ideas regarding how he would like tonight and future Study Sessions to run. He would like Council members to be courteous to each other and to stay on topic. He stated that he hopes to adjourn Study Sessions by 8:30 PM.

**AGENDA**

**Soccer Development Waivers:**

Mayor Pro Tem Tremblay led a discussion about whether or not the City should consider providing waivers to organizations wishing to development recreational facilities on City-owned property.

**Future Topics for Study Sessions:**

Council members discussed and developed a list of topics they would like to see on future Study Session agendas this year. Discussion topics included: Facility Use Analysis, PSE Funded Projects, Legislative Agenda, Dangerous Dog Ordinance, Water Status Update, Trail Bridge, Hwy 410 & Park Ave. Traffic Issues, Sewer Rates, SR410 Sub Area Plan, and Comp Plan Elements.

The Study Session adjourned at 8:26 PM.

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City Administrator Dave Schmidt

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Mayor Pat Johnson