



BUCKLEY CITY COUNCIL MEETING AGENDA

July 28, 2020

City Council Meeting

Opening 7:00 P.M.

****Notice: This will be a virtual meeting held via Zoom meetings.
To listen to the meeting live, please use the following information.**

Call-in Number: 253-215-8782

Meeting ID: 845 2314 6047

Call to Order
Pledge of Allegiance
Roll Call of Council Members

Next Ordinance #10-20
Next Resolution #20-15
Next Agenda Bill #AB20-063

A. Citizen Participation

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

B. Staff Reports

1. DSHS Property Sub-Lease Negotiations Pg.

C. Main Agenda

1. **Public Hearing – 2021-2026 Six Year Transportation Improvement Plan** Pg.
2. ORD No. ____-20: Amending BMC to add Section 10.32.200 – Unmanned Aircraft Pg.
3. RES No. 20-____: Adopting the 2021-2026 Six Year Transportation Plan Pg.
4. RES No. 20-____: RCO Grant – Rainier Gateway Court Pg.
5. RES No. 20-____: Sole Source Purchase – Vision Server Pg.
6. Employment Agreement: Fire Chief Pg.

D. Consent Agenda

7. A. Claims
- B. Transfer Voucher Pg.
- C. Payroll

E. Committee Reports

1. Mayor's Report Johnson
2. Community Services Rose
3. Council Member Comments & Good of the Order

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



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

CITY OF BUCKLEY MEETING LIST

July 2020

July 28	7:00 PM	City Council Meeting (Virtual)
---------	---------	--------------------------------

August 2020

August 3	7:00 PM	Planning Commission (Tentative Virtual)
August 4	7:00 PM	City Council Study Session (Tentative Virtual)
August 11	7:00 PM	City Council Meeting (Tentative Virtual)
August 17	7:00 PM	Planning Commission (Tentative Virtual)
August 25	7:00 PM	City Council Meeting (Tentative Virtual)

All Committee meetings are currently cancelled unless there is an absolute need to hold one. Council and Committee meetings may be held telephonically or by the use of technology. Please check the City website at www.cityofbuckley.com for the latest updates to the City Calendar

The above meetings will be held in the Multi-Purpose Center located at 811 Main Street unless otherwise noted.
Last Revised July 23, 2020

A. CITIZEN PARTICIPATION

B. STAFF REPORTS

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: July 22, 2020

RE: DSHS Property – Sub Lease Negotiation

The City of Buckley has a long-term lease agreement with the State of Washington Department of Social Health Services for 138.57 acres located off Collins road and Levesque Road East in Buckley City limits.

The City and State have a detailed history of sub-leasing the property to tenants for agricultural purposes and storage of heavy equipment. The permitted use of the State lease allows the City to utilize the land for both agricultural and public purpose use.

In 2019, a City tenant for 124.5 acres was experiencing crop damage from local wildlife. Due to the inability to mitigate the losses incurred, the City allowed the tenant to break the lease in November of 2019. Since this time, the property has been vacant and is in need of regular and scheduled maintenance in which the City is responsible for.

On July 22, 2020 the City received a formal Letter of Intent and interest in sub-leasing the property to a local farmer who currently maintains a thriving agricultural business in Buckley. In support of utilizing the vacant property as designated, I am requesting a motion for City the Mayor and City Administrator to negotiate a market-rate sub-lease contract for final determination by the City Council.

Please let me know if you have any questions. Thank you.

Paul Weed

C. MAIN AGENDA



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Public Hearing: Adopting the 2021-2026 STIP Cost Impact: N/A Fund Source: N/A Timeline: N/A	Agenda Date: July 28, 2020 AB20-063		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		X
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		X
Attachments: Public Hearing Notice			
SUMMARY STATEMENT: This is a public hearing on the 2021-2026 Six Year Transportation Improvement Plan. The STIP identifies and prioritizes transportation improvement projects throughout the City.			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: None			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	



City of Buckley

P.O. Box 1960 ♦ Buckley, WA 98321 ♦ (360) 829-1921 ext. 7801

NOTICE OF PUBLIC HEARING CITY COUNCIL ADOPTING THE 2021-2026 SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN

NOTICE IS HEREBY GIVEN that the Buckley City Council has scheduled a Public Hearing shortly after 7:00 PM on **Tuesday, July 28, 2020**, at the Buckley Multipurpose Building at 811 Main Street, Buckley (Unless the Governor extends the suspension of the Open Public Meetings Act and then this will be held via Zoom). The purpose of the Public Hearing is to solicit public input and comment from interested individuals or groups on the adoption of the City's 2021-2026 Six-Year Transportation Improvement Plan (STIP).

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 at 360-761-7801.

Comments may be presented orally at the Public Hearing or be submitted in writing to the City of Buckley, PO Box 1960, Buckley, WA 98321, or by email to: city@cityofbuckley.com, prior to 5:00 PM on Monday, **July 27, 2020**. Copies of the proposed draft 2020-2025 STIP being considered will be available at City Hall on Monday, July 6, 2020. **Questions may be answered by contacting City staff at 360-761-7801.**

DATED this 29nd day of June 2020.

Posted: July 1, 2020

Published: July 15, 2020



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Ordinance No. ___-20: Adding Section 10.32.200 to BMC Prohibiting Unmanned Aircraft	Agenda Date: July 28, 2020 AB20-064		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Paul Weed		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sandra Groshong		
	Building Official – Curt Ek		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Leticia Wallgren		
	Police Dept – Interim Chief Northam		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
Attachments: Ordinance			
<p>SUMMARY STATEMENT: The City of Buckley’s current Municipal Code does not address the use of unmanned aircraft within city limits. This Ordinance will add a section to the Code that prohibits against unmanned aircraft to record or transmit visual or audio recordings.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
<p>RECOMMENDED ACTION: MOVE to Approve Ordinance No. 10-20 Adding Section 10.32.200 to the Buckley Municipal Code to Prohibit Unmanned Aircraft to record or transmit visual or audio Recordings.</p>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

CITY OF BUCKLEY, WASHINGTON

ORDINANCE NO. ____-20

AN ORDINANCE OF THE CITY OF BUCKLEY, WASHINGTON, ADDING A SECTION 10.32.200 TO PROHIBIT AGAINST USING AN UNMANNED AIRCRAFT TO RECORD OR TRANSMIT VISUAL OR AUDIO RECORDINGS; SETTING A CRIMINAL, PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, City Council has reported complaints from citizens regarding “drones” flying over properties; and

WHEREAS, the City Council requested staff to update the Buckley Municipal Code to include prohibiting unmanned aircraft to record or transmit visual or audio recordings; and

WHEREAS, the City Council desires to add BMC 10.32.200 to prohibit against using unmanned aircraft to record or transmit visual or audio recordings;

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

Section 1. Section 10.32.200 of the Buckley Municipal Code is hereby added to read as follows:

BMC 10.32.200 Unmanned Aircraft Systems.

A. Definitions.

For purposes of this Chapter:

1. **“Unmanned Aircraft”** shall mean an aircraft, including, but not limited to, an aircraft commonly known as a drone, that is operated without the possibility of direct human intervention from within or on the aircraft.

2. **“Unmanned Aircraft Systems”** shall mean an Unmanned Aircraft and associated elements, including, but not limited to, any communication links and components that control the Unmanned aircraft.

3. “**Person**” shall have the same meaning as set forth in Section 1.12.020 of this Code.

4. “**Model Aircraft**” shall mean an Unmanned Aircraft or Unmanned Aircraft System operated by any Person strictly for hobby or recreational purposes.

B. Use of Unmanned Aircraft is prohibited as follows:

1. No person shall use an Unmanned Aircraft to record or transmit any visual image or audio recording of any person or private real property located in the City under circumstances in which the subject person or owner of the subject real property has a reasonable expectation of privacy (including, but not limited to, inside a private residence or office, and inside an enclosed yard).
2. This Section shall not prohibit the use of any Model Aircraft, which is flown in compliance with section 336 of the FAA Modernization and Reform Act of 2012 and which does not transmit or record visual images or audio recordings of any person or real property located in the City.
3. This Section shall not prohibit the use of any Unmanned Aircraft by law enforcement or public safety agencies:
 - (a) If a warrant is issued authorizing the use of an Unmanned Aircraft; or
 - (b) For the purpose of providing emergency management, fire, or police protection services in response to a life threatening emergency, or for surveying the condition of person or property during a duly declared state of emergency
 - (c) Under circumstances where a warrant would not otherwise be required by law.

C. Violation of this section as a first offence shall constitute a misdemeanor. Repeated violations shall be charged as a gross misdemeanor.

Section 2. If any sentence, clause, or phrase of the Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance. The City council hereby declares that it would have passed this Ordinance and each sentence, clause or phrase thereof irrespective of the fact that any one or more sentence, clauses or phrases be declared unconstitutional or otherwise invalid.

Section 3. Any provisions of the Municipal Code, or any other resolution or ordinance of the City, to the extent that they are inconsistent with this Ordinance are hereby repealed, and the City Clerk shall make any necessary changes to the Municipal Code for internal consistency.

Section 4. Effective date. This Ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the city , and shall take effect and be in full force five (5) days after publication.

Introduced, passed and approved this 28th day of July 2020.

Pat Johnson, Mayor

ATTEST:

Treva Percival, City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

PUBLISHED: _____

EFFECTIVE: _____



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: RES No. 20-____ Adopting the 2021-2026 Six Year Transportation Improvement Plan (STIP) Cost Impact: N/A Fund Source: N/A Timeline: N/A	Agenda Date: July 28, 2020 AB20-065		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Paul Weed		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		X
	City Clerk – Treva Percival	X	X
	Finance Dept – Sandra Groshong		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Leticia Wallgren		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		X
Attachments: Resolution w/Exhibit			
SUMMARY STATEMENT: Annual updates to our Six-Year Transportation Improvement Plan for 2021-2026. The plan adjusts funding and project implementation timelines and makes adjustments for completed and changes to projects.			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: MOVE to Approve Resolution No. 20-15 Adopting the 2021-2026 Six-Year Transportation Improvement Plan			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

City of Buckley

P.O. Box 1960, Buckley WA 98321

Phone: 360-829-1921 ext 200

Fax: 360-829-2659



Memo

To: Buckley City Council

Date: 7/1/2020

RE: City of Buckley 2021-2026 Six Year Street Transportation Program (STIP)

What is the STIP?

The Transportation Improvement Program (TIP) outlines the City of Buckley's future plans for transportation improvement projects and programs. The TIP is the primary budget workplan for building transportation improvement projects within the City of Buckley. This document is updated annually and prepared pursuant to Revised Code of Washington (RCW) Chapters 36.54 and 36.81.

Every year, Buckley Public Works Department outlines its priority transportation projects for the next six years. Priorities may mean that a project needs attention for further study, funding or construction. By being on the plan, it also helps Buckley seek grant funding for these projects. Together, they help the City keep Buckley's traffic and pedestrians moving.

The Transportation Improvement Program is also used in conjunction with other city Capital Improvement Plans (CIP's) such as Water, Sewer, and Storm utilities, to ensure that the city is replacing or upgrading underground infrastructures before resurfacing or fully reconstructing our city streets.

In addition to the Six-Year Transportation Plan, the City also maintains a Twenty-Year Transportation Plan as more of a long-range planning document. The Six-Year TIP are streets that are tentatively scheduled for construction in the years between 2021-2026 and the Twenty-Year TIP are streets that are tentatively scheduled for construction in the years between 2021-2040.

Projects that are currently under contract and will be completed in 2020 consist of;

- Cedar Street Overlay- From Main Street to Jefferson Ave

July 1, 2020

- Naches Street Overlay- From Park Ave to Mason Avenue

The City has been approved for TIB funding to grind and overlay River Avenue, from Jefferson Ave to Main Street, in 2021. Staff is hoping and anticipating the 2021 budget will support a few other priority street projects.

Thanks,

Chris Banks- Public Works Director

CITY OF BUCKLEY, WASHINGTON

RESOLUTION No. 20-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUCKLEY,
PIERCE COUNTY, WASHINGTON UPDATING THE SIX-YEAR
TRANSPORTATION IMPROVEMENT PROGRAM (STIP)**

WHEREAS, for the City to be eligible for certain governmental monies for street improvements, it is required to have a Six-Year Street Transportation Improvement Program; and

WHEREAS, State law requires an annual update of the Six-Year Transportation Improvement Program; and

WHEREAS, on July 28, 2020, a Public Hearing was held to allow the public to consider said Six-Year Transportation Improvement Program and changes thereto;

NOW THEREFORE BE IT HEREBY RESOLVED by the Buckley City Council, City of Buckley, Pierce County, Washington that the 2021 to 2026 Six-Year Transportation Improvement Program attached hereto and by reference incorporated herein is hereby approved by the City Council for the City of Buckley.

BE IT FURTHER RESOLVED, that the attached 2021 to 2026 Six-Year Transportation Improvement Program shall be transmitted to the Department of Transportation as required by State Law.

Introduced, passed and approved this 28th day of July 2020.

Pat Johnson, Mayor

ATTEST:

Trevia Percival, City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

POSTED: _____

EXHIBIT A

2021 - 2026 Six Year Transportation Improvement Plan (STIP)

Priority	Project	Location/Segment	Length (ft)	2020 Est Cost	Funding Source	Est Project Date	Project Scope
1	Sergeant Sreet Improvement Project	Collins Road to Whitmore Way	780	\$442,100	TIB (SCP Pavement Preservation) & Local (PCR 56.0)	2021	Shoulder improvements w/ pavement widening, installation of curb, gutter, sidewalks, storm drainage and street lighting. During construction replace and upsize existing water and sewer mains.
2	River Avenue Resurfacing	Jefferson Street to Main Street	1,410	\$370,100	TIB (SCP Pavement Preservation) & Local (PCR 59)	2021	Grind and overlay with asphalt or as alternative maintenance chip seal. During construction extend the 8" DIP water main from the Tacoma Booster Station to Main St.
3	112th Street	SR165 to Mundy Loss Road	5,650	\$678,000	TIB (SCP Pavement Preservation) & Local (PCR 58.9)	2021	Grind and overlay with asphalt or as alternative maintenance chip seal.
4	Spruce Street	Mason Ave to Main Street	600	\$335,000	TIB (SCP Pavement Preservation) & Local (PCR 72.0)	2022	Shoulder improvements w/ pavement widening, installation of curb, gutter, sidewalks, storm drainage and street lighting. During construction replace and upsize existing water and sewer mains.
5	Naches Street (Phase 2 of 3)	Jefferson Ave to IGA Parking Lot	360	\$94,500	Local, (PCR 32)	2022	Grind existing surface, replace A.C. water main and-overlay with asphalt.
6	Pearl Street & Jefferson Ave Intersection Improvements	Intersection of Pearl Street & Jefferson Ave	N/A	\$84,000	TIB (SCP Pavement Preservation) & Local	2022	Reconstruction/rehabilitate, grind, repair/replace curb, gutter & repave. During construction replace and upsize existing water main.
7	Mt. View Ave. Resurfacing	Division Street to Spiketon Road	1,330	\$203,300	TIB (SCP Pavement Preservation) & Local (PCR 36)	2022	Reconstruction/rehabilitate, grind, repair/replace curb, gutter & sidewalk, repave. During construction replace and upsize existing water main.
8	White River Bridge (Trail)	Foothills Trail to King County over the White River	N/A	\$7,500,000	STP, ISTE, IAC, King County, Pierce County & Local	2022	Construct approach and fully designed non-motorist bridge over the White River
(8A)	White River Bridge - Trail Extension & Approach	Foothills Trail to the White River	N/A	\$300,000	RCO & Foothills Grant, and Local match	2022	Extend trail to new proposed bridge approach
(8B)	White River Pedestrian Bridge Construction	White River Span	N/A	\$7,200,000	STP, ISTE, IAC, RCO, King County & Pierce County	2022	Construct fully designed non-motorist bridge over the White River
9	Division Sreet Improvement Project	Ryan Road to South End	2,740	\$1,576,600	TIB (SCP Pavement Preservation) & Local	2023	Shoulder improvements w/ pavement widening, installation of curb, gutter, sidewalks, storm drainage and street lighting. During construction replace and upsize existing water and sewer mains.
10	Division Street Overlay	Jefferson Ave to Ryan Road	1,050	\$222,500	TIB (SCP Pavement Preservation) & Local	2023	Grind existing surface and overlay with asphalt.
11	Dundass Street Overlay	Edith Street to Naches Street	1,600	\$245,200	TIB (SCP Pavement Preservation) & Local (PCR 68.1)	2023	Grind existing surface and overlay with asphalt.
12	Hinkleman Road Resurfacing	Hinkleman Ext to 28410 Hinkleman Road	4,060	\$168,200	TIB (SCP Pavement Preservation) & Local (PCR 32)	2023	Reconstruct with minor widening, overlay, relocate power and install utilities.
13	Jefferson Avenue Overlay	SR410 to Franklin Street	2,800	\$724,000	TIB (SCP) & Local (PCR 73.6)	2024	Replace A.C. Water Main Grind existing surface and overlay with asphalt.
14	View Place Overlay	Whitmore Way to Cul-de-sac	180	\$30,700	Local (PCR 50)	2024	Grind existing surface and overlay with asphalt.
15	Whitmore Way Overlay	Collins Road to Heather Lane	700	\$194,300	TIB (SCP Pavement Preservation) & Local (PCR 32)	2024	Grind existing surface and overlay with asphalt. During construction replace and upsize existing water main.

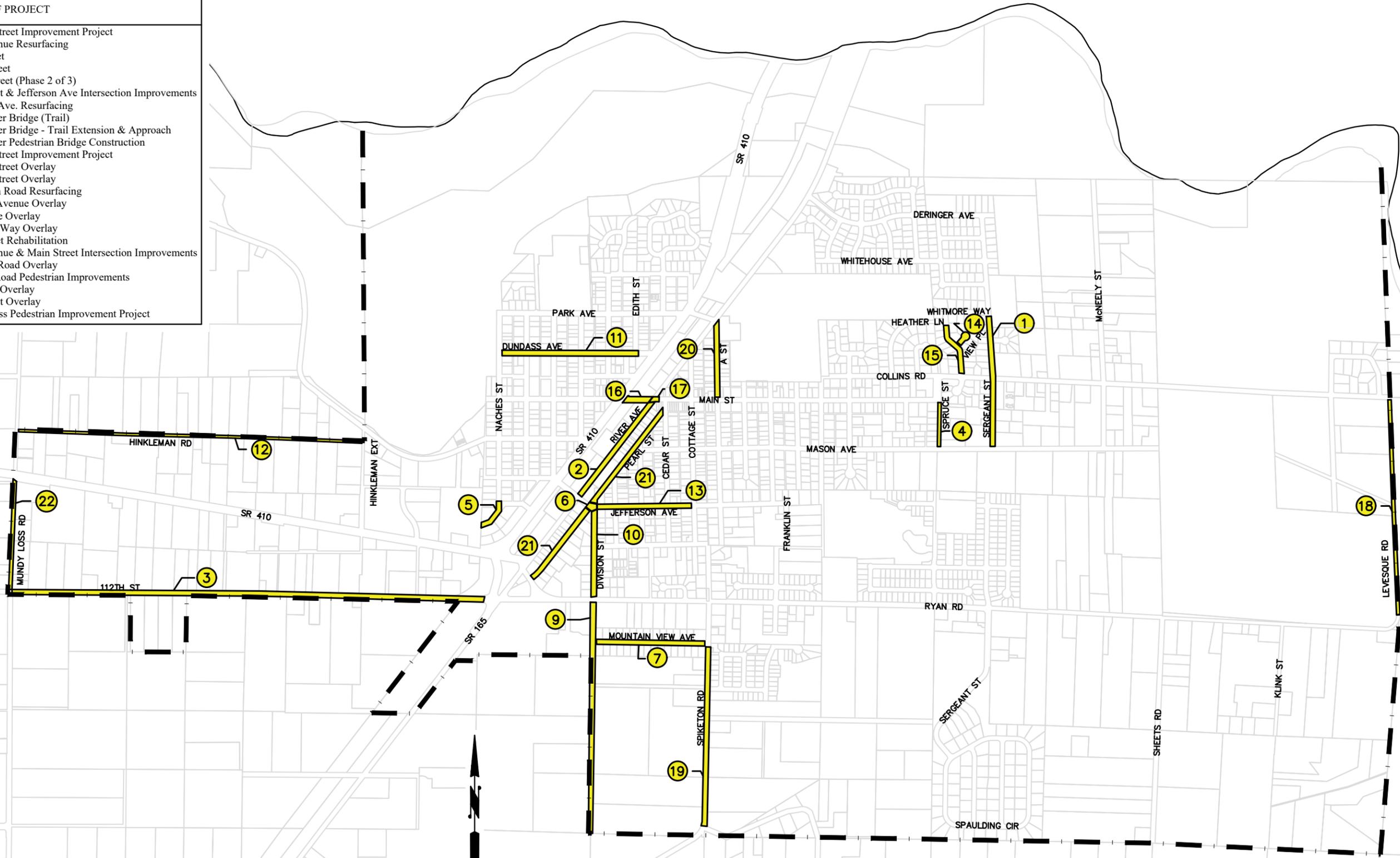
EXHIBIT A

2021 - 2026 Six Year Transportation Improvement Plan (STIP)

Priority	Project	Location/Segment	Length (ft)	2020 Est Cost	Funding Source	Est Project Date	Project Scope
16	Main Street Rehabilitation	River Avenue to SR410	370	\$343,200	TIB (SCP) & Local (PCR 59)	2025	Reconstruct/rehabilitate, grind, replace water,stormwater drainage and underground power, install curb and gutter, sidewalk, landscape amenities, lighting and repave.
17	River Avenue & Main Street Intersection Improvements	Intersection of Main Street & River Ave	N/A	\$1,309,500	TIB (SCP) & Local	2025	Install signalization, turn lanes and pedestrian facilities.
18	Levesque Road Overlay	Ryan Road to Collins Road	2,510	\$301,200	TIB (SCP) & Local	2025	Overlay existing chip seal & cement treated base.
19	Spiketon Road Pedestrian Improvements	Mt. View to South City Limits	2,100	\$1,321,400	TIB (SCP) & Local	2026	Shoulder improvements w/pavement widening, installation of curb, gutter, sidewalks, storm drainage and street lighting.
20	"A" Street Overlay	Main Street to Park Ave	900	\$238,600	TIB (SCP) & Local (PCR 68)	2026	Reconstruct/rehabilitate, grind, replace water,stormwater drainage and underground power, install curb and gutter, sidewalk w/ADA improvements, landscape amenities, lighting and repave.
21	Pearl Street Overlay	Cedar Street to River Ave	2,560	\$695,000	TIB (SCP) & Local (PCR 72)	2026	Replace A.C. Water Main Grind existing surface and overlay with asphalt.
22	Mundy Loss Pedestrian Improvement Project	SR410 to 112th Street East	1,370	\$454,800	TIB (PSMP) & Local	2026	Shoulder improvements w/pavement widening, installation of curb, gutter, sidewalks, storm drainage and street lighting.
	6-YEAR TIP TOTAL			\$17,532,200			

I:\BUCKLEY\2020\2020 General Engineering\6-year TIP\6-year TIP map.dwg, 6/17/2020 10:30 AM, JOHN BABB

NO.	NAME OF PROJECT
1	Sergeant Street Improvement Project
2	River Avenue Resurfacing
3	112th Street
4	Spruce Street
5	Naches Street (Phase 2 of 3)
6	Pearl Street & Jefferson Ave Intersection Improvements
7	Mt. View Ave. Resurfacing
8	White River Bridge (Trail)
8A	White River Bridge - Trail Extension & Approach
8B	White River Pedestrian Bridge Construction
9	Division Street Improvement Project
10	Division Street Overlay
11	Dundass Street Overlay
12	Hinkleman Road Resurfacing
13	Jefferson Avenue Overlay
14	View Place Overlay
15	Whitmore Way Overlay
16	Main Street Rehabilitation
17	River Avenue & Main Street Intersection Improvements
18	Levesque Road Overlay
19	Spiketown Road Pedestrian Improvements
20	"A" Street Overlay
21	Pearl Street Overlay
22	Mundy Loss Pedestrian Improvement Project



SCALE: 1"=1200'

CITY OF BUCKLEY
SIX YEAR T.I.P.



Gray & Osborne, Inc.
CONSULTING ENGINEERS

DATE: June 2020



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION

SUBJECT:	Agenda Date: July 28, 2020 AB20-066		
RES No. 20-___: Approving RCO Grant Submittal for the Rainier Gateway Court 20-1268D	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Paul Weed		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sandra Groshong		
	Building Official – Curt Ek		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		X
	Planning Dept – Leticia Wallgren		
	Police Dept – Interim Chief Northam		
Municipal Court – Jessica Cash			
	PW/Utilities – Chris Banks		

Attachments: Sample RCO Agreement and Resolution

SUMMARY STATEMENT: Staff is preparing to submit a grant application to the Washington State RCO for funding the Rainier Gateway Court project. Prior to submission of the application(s), RCO requires that the legislative body adopt a Resolution in the attached format authorizing the submission of the application(s).

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: MOVE to Approve Resolution No. 20-16 Authorizing the Submittal of RCO Grant Application(s) for the Rainier Gateway Court 20-1268D.

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>



Applicant Resolution/Authorization

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) _____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Tallen 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.

CITY OF BUCKLEY, WASHINGTON

RESOLUTION NO. 20-_____

**Washington State
Recreation and Conservation Office**

Application Resolution/Authorization

Organization Name: **City of Buckley**

Resolution No. **20-_____**

Project (s) Number(s), and Name(s) **Rainier Gateway Court 20-1268D**

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by or organization to aid in financing the cost of the Project(s) referenced above;

NOW THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Pat Johnson, Mayor
Project contact (day-to-day administering of the grant and communicating with the RCO)	Kevin Caviezel, Community Services Director, City of Buckley
RCO Grant Agreement (Agreement)	Pat Johnson, Mayor
Agreement Amendments	Pat Johnson, Mayor
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Pat Johnson, Mayor

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request

from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/documents.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. WE also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed “Deed of Right” for fee acquisitions, or an “Assignment of Rights” for other than fee acquisitions (which documents will be based upon the Office’s
12. [for Development, Renovation, Enhancement, and Restoration Projects Only – If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only – If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1 – 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the Council meeting held; (Local Governments and Nonprofit Organizations Only):

Location: City of Buckley Multi-Purpose Center 811 Main Street. Date: _____

Washington State Attorney General's Office

Approved as to form *Brian Tallen* 2/13/2020
Assistant Attorney General *Date*

Pat Johnson, Mayor

ATTEST:

Treva Percival, City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

POSTED: _____



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT:		Agenda Date: July 28, 2020 AB20-067	
Resolution No. 20-___: Establishing a Sole Source Provider and Authorizing the Purchase of an Existing Service Server Upgrade	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Paul Weed		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Saundra Groshong		
	Building Official – Curt Ek		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Leticia Wallgren		
	Police Dept – Interim Chief Northam		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
Attachments: Purchase Agreement and Resolution			
<p>SUMMARY STATEMENT: The current administrative business services such as payroll, budgeting and accounting, utility billing, and permit issuance are supported by a single, antiquated software server. The single server environment increases the City vulnerability and risk of failure without a backup or redundancy. The City has evaluated the critical technology software and server needs and finds an upgrade will meet the operational standards and needs of City services. Adding a new Microsoft Sequel Server allows for advanced and customized for a variety of City services. Vision Municipal Software Solutions is the City sole source Enterprise Resource Program for a majority of administrative and business technology needs.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
<p>RECOMMENDED ACTION: MOVE to Approve Resolution No. 20-17 Establishing a Sole Source Provider and Authorizing the Purchase of an Existing Service Server Upgrade.</p>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

Vision

Municipal Software Solutions



New Server

Prepared for

City of Buckley

By Vision Municipal Solutions, LLC.

7/22/2020



P.O. Box 28429
 Spokane, WA 99228
 USA

Purchase Agreement

PA #:	VMSQ2689-03
Date:	Jul 22, 2020
Expires:	Aug 21, 2020

Prepared For:

City of Buckley
 Shane Frazier
 933 Main Street
 Buckley, WA 98321
 United States

Phone (360) 829-1921

Sales Representative:

Brandon Votaw
 320 N. Johnson St.
 Suite 900
 Kennewick, WA 99336
 United States of America
 bvotaw@visionms.net

Phone **509-491-3960 ext 2**



Qty	Description	Unit Price	Ext. Price
Server Hardware:			
1	Vision Mid Range Server  <ul style="list-style-type: none"> <i>Includes:</i> - Intel Xeon E-2136 6-Core/12-Thread - 64 GB RAM - 2 x 480 SSD (Host OS) - 2 x 480 SSD (DC/SQL OS) - 2 x 2 TB (Data) - LSI 9361-8i RAID Card with CacheVault - USB 3.0 - Vision iKVM Remote Technologies - 3 year hardware warranty 	\$4,292.60	\$4,292.60
2	3 TB USB Backup Drive 	\$120.48	\$240.96
Server Software:			
1	Microsoft Server 2019 Standard  <ul style="list-style-type: none"> - 16 Cores - 1 Physical Host License - 2 VM's - Local Government Pricing - Does Not include User CAL's 	\$884.00	\$884.00

Qty	Description	Unit Price	Ext. Price
5	Microsoft Server User CAL - 1 user CAL (Local Government)	\$31.09	\$155.45
			

Disaster Recovery:

2	Vision Online Backups for Multiple Servers	\$567.00	\$1,134.00
---	--	----------	------------



- No hidden or setup fee's
- Complete Server Backup
- Monthly Archiving
- Multiple Server Discount
- Monitored Daily Backup
- Encrypted backups at rest and in transit
- Replicate Cloud Backups to a connected USB Backup Drive for a local repository*
- * additional cost may be incurred for a USB Backup Drive

	Pro Rate Discount [Jan-July 2020]		-\$661.50
--	-----------------------------------	--	-----------

Professional Services:

1	Labor:	\$3,000.00	\$3,000.00
---	--------	------------	------------



- Setup new HyperV Host Server
- Setup & Configure 2 new VM's (DC & FS)
- Migrate Vision SQL to new VM*
- Help migrate DC
- *Estimated 2 hours of downtime

Qty	Description	Unit Price	Ext. Price
Deposit Required:	\$2,944.22	SUBTOTAL	\$9,045.51
Monthly Recurring:	\$0.00	SALES TAX	\$718.55
Annual Recurring:	\$1,223.59	S/H	\$50.00
		TOTAL	\$9,814.06

Terms & Agreement

Should additional work be needed, this will be billed at our current hourly rates plus parts (\$95 or \$125.00/hr.). Terms are NET 30 days. Pricing is valid for up to 30 days or dependent upon equipment availability from suppliers.

This Purchase Agreement dated below when signed, confirms the sale herein specified, the equipment and features listed above.

Acceptance of Agreement

Vision Municipal Solutions, LLC.

Acceptance of Agreement

City of Buckley

Brandon Votaw

Accepted By (Signature)

Brandon Votaw

Printed Name

Director of Information Technology

Title

Wednesday, July 22, 2020

Date

Accepted By (Signature)

Printed Name

Title

Date

CITY OF BUCKLEY, WASHINGTON

RESOLUTION NO. 20-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUCKLEY,
PIERCE COUNTY, WASHINGTON ESTABLISHING A SOLE SOURCE
PROVIDER AND AUTHORIZING THE PURCHASE OF AN EXISTING
SERVICE SERVER UPGRADE**

WHEREAS, Washington law RCW 39.04-280(1)(a) provides that competitive bid requirements may be waived by the governing body of a municipality for purchases that are clearly and legitimately limited to a single source of supply and RCW 39.04.280(1)(b) also authorizes waiver for “special facilities or market conditions”; and

WHEREAS, the current software system and antiquated server supports critical administrative business services such as payroll, budgeting and accounting, utility billing, and permit issuance; and

WHEREAS, the City has inspected the technology software and server and finds that it needs an upgrade to meet the operational needs of the City; and

WHEREAS, the single server environment increases the City vulnerability and risk of failure without a backup or redundancy; and

WHEREAS, the City has dedicated the 2020 budget to increase the investment in the essential technology infrastructure that will help staff be able to be more efficient and effective in serving the community and ensure better support with administrative services; and

WHEREAS, adding a new Microsoft Sequel Server which allows for advanced and customized financial reporting of history and transactions.

WHEREAS, Vision Municipal Software Solutions is the City sole source Enterprise Resource Program for a majority of administrative technology needs.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Buckley hereby declares:

Purchasing a new server with adequate redundancy to meet the needs of staff, virtual online back should a server go to help assurance continuity of operations and City services.

Section 1. Based upon the preceding legislative finds, the City Council hereby declares that the purchase of a new mid-range server and backup drive for immediate delivery is clearly and legitimately limited to a single source of supply and that the sole source of that supply is Vision Municipal Solutions, LLC. The City Council also declares that the unique opportunity to enhance the technology capabilities and administrative services given the virtual environment we’ve encouraged staff to work in due to the COVID-19 pandemic qualifies as special market conditions pursuant to RCW 39.04.280(1)(b).

Section 2. Based upon the preceding legislative findings, and pursuant to RCW 39-04.280(1)(a) and (b), the competitive bidding requirements for the City of Buckley are hereby waived and the Mayor is authorized to execute the purchase agreement with Vision Municipal Solutions, LLC. in the amount of \$9,814.06 which includes Washington State sales tax.

Section 3. This Resolution shall take place immediately.

Introduced, passed and approved this 28th day of July 2020.

Pat Johnson, Mayor

ATTEST:

Trevia Percival, City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

Posted: _____



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Agreement for Professional Services Between the City of Buckley and Eric Skogen Cost Impact: N/A Fund Source: N/A Timeline: N/A	Agenda Date: July 28, 2020 AB20-068		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Paul Weed		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sandra Groshong		
	Building Official – Curt Ek		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Leticia Wallgren		
	Police Dept – Interim Chief Northam		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
Attachments: Agreement			
<p>SUMMARY STATEMENT: The City’s current Fire Chief Alan Predmore is retiring effective July 31, 2020. The Agreement being presented for consideration is an employment contract negotiated between the Mayor and Assistant Chief of Fire Eric Skogen for the position of Fire Chief. This initial terms and conditions of the agreement has been preliminary agreed upon with Mr. Skogen and is proposed to become effective August 1, 2020, and shall continue until terminated as provided under the provisions of the agreement.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: MOVE to Approve the Agreement for Professional Services Between the City of Buckley and Eric Skogen for the Position of Fire Chief.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF BUCKLEY,
WASHINGTON AND ERIC SKOGEN**

THIS AGREEMENT is made this ____ day of July, 2020, by and between the City of Buckley (hereinafter referred to as the “Employer”), and Eric Skogen (hereinafter referred to as the “Employee”).

WHEREAS, the City of Buckley is a non-charter, optional municipal code city organized under the Mayor-Council form of government; and

WHEREAS, the City desires to contract with Eric Skogen to serve as Fire Chief, and said Eric Skogen desires to accept this position for the City of Buckley;

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties agree as follows:

TERMS

1. **Commencement of Services.** The Employer agrees to employ Eric Skogen as its Fire Chief, a civil service exempt position, in accordance with the terms and conditions of this Agreement.
2. **Term.** The Employee shall commence performing services as required under this Agreement on August 1, 2020 and shall continue until terminated as provided under the provisions of Section 8. of this Agreement.
3. **Duties.** Employee will serve as the Fire Chief, to include the duties of the Emergency Management Director, for the City of Buckley, Washington performing the duties as expressly defined by Washington State statute and City Municipal Code BMC 2.40.
4. **Executive.** The Employee acknowledges that he is an administrative, executive or professional employee within the meaning of the Fair Labor Standards Act or comparable laws and as such, is not entitled to overtime pay for hours in excess of forty (40) hours per week.

5. **Annual Compensation.** The Employer agrees to compensate Employee during the term of this contract at a monthly salary equal to or greater than Range 11, Step A of the City's Exempt Salary Scale, which is listed at \$9,303 per month or \$111,636 per year, and paid in accordance with procedures for other employees of the City classified as exempt under the Fair Labor Standards Act ('FLSA") (29 U.S.C. 201 et seq.). The Employer may review and increase this salary at any time; however subsequent increases shall at a minimum occur in accordance with terms specified within the adopted salary scale.
6. **Benefits.** The Employee shall be paid the same benefits as other full-time City of Buckley employees that are classified as FLSA exempt.

The Employee will initially earn vacation time at an equivalent level of five (5) years pursuant to the adopted vacation leave schedule, which is 15 days per year and shall be entitled to earn additional vacation time in subsequent years per the City's Personnel Policy.

In accordance with the City's Personnel Policy the Employee shall be authorized to earn Executive Administrative Time or compensatory time. However, in the event that this provision/benefit is repealed or terminated by the City then the Employee shall begin to be credited with non-accruing, or use-it or lose-it, executive leave at forty (40) hours annually of to be used at the Employee's discretion.

The Employee is entitled to accrue and carryover, year to year, all vacation & holiday leave to a maximum of 360 hours and sick time to a maximum of 1760 hours. The Employee shall be compensated on an annual basis for all unused vacation & holiday leave beyond the maximum amount. Accrual of sick time beyond the maximum limits will be forfeited by the Employee. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, administrative/executive compensatory time, 25% of sick time and other benefits to date.

7. **No Reduction of Benefits.** Employer shall not, at any time during the term of the Employee's tenure in office reduce the salary, compensation, or other financial benefits of Employee, except to the same degree of such a reduction across-the-board for all Exempt classification employees of the Employer.

8. **Termination.**

- A. **Termination by Employer:** The Employer and Employee agree that Employee serves “at will,” solely at the discretion of the City of Buckley Mayor, subject to the terms of this Agreement. The Employer reserves the right to terminate the employment relationship with or without “cause” at any time.

The City of Buckley Mayor must provide the Employee with written notice of any disciplinary action as a sanction. Prior to terminating the Employee for cause, the City of Buckley Mayor will also provide the Employee with an informal “Laudermill” hearing and an opportunity to be heard regarding any alleged disciplinary infractions or performance issues that may result in termination. In the event that the City of Buckley Mayor terminates the Employee for convenience (as opposed to termination for “cause”), the Employer will provide not less than thirty (30) days’ notice prior to the effective date of said termination of employment, subject to the right of the Mayor to place the Employee on paid administrative leave prior to the effective date of termination for convenience..

- B. **Termination Pay:** If the Employee is terminated for “cause” the Employee shall not be entitled to any termination pay. For the purposes of this Agreement, the term “cause” shall have the same meaning as those actions, dispositions and/or acts specified under RCW 41.12.080, provided the “Mayor” is substituted for the “civil service commissioners” as that term is used in the statute.

In the event the Employer elects to terminate the Employee for any reason other than “cause” at the convenience of the Mayor, the Employee shall receive a cash payment equal to three (3) months of the Employee’s base salary. Said sum shall be subject to applicable federal withholding taxes. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee. The Employee shall also be compensated for all accrued vacation time, paid holidays, administrative/executive compensatory time and 25% of accrued sick leave.

- C. **Termination by Employee:** In the event that the Employee elects to voluntarily terminate employment with the Employer for any reason, the Employee agrees to provide

the Employer with not less than thirty (30) days' notice prior to the effective date of said termination of employment.

9. **Reorganization.** If the City should consolidate, merge, annex, or contract fire department services with another entity, and a position is unavailable for the Employee within the new entity at a rate of salary and benefits not less than is provided for under this agreement, "Section 8.B. Severance Pay" shall apply, EXCEPT that the payment shall be equal to six (6) months aggregate salary and benefits.

10. **Miscellaneous Allowances.** The employer will provide allowances for the employee to continue his education in order to advance the Employer objectives and policies by attending seminars, executive leadership programs and graduate/college course work within the areas of public administration, fire, emergency management and any disciplines within the scope of work assigned, in such amounts as the parties agree. The Employee will discuss any extensive programs and negotiate terms in advance with the City Administrator during their routine meetings when applicable.

Employee's duties require that Employee shall have the exclusive use at all times during employment with the City of an automobile to carry out the business of the City. The City shall provide a suitable (as determined by the City) vehicle, fully equipped, and in suitable condition and working order to perform all City business on a 24 hour – 7 day a week basis. Because the Fire Chief is on call at all times, a de minimis amount of personal use may be made of the City owned vehicle. The Chief shall reside within a 30-minute response time of the City.

11. **Professional Liability.** The City agrees that it shall defend, hold harmless, and indemnify the Fire Chief from all demands, claims, suits, actions, errors, or other omissions in legal proceedings brought against the Fire Chief under the provisions of Chapter 2.66 BMC.

12. **Litigation.** In the event of litigation brought by either party regarding the breach, validity or enforceability of any provision of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorney's fees. All legal actions will be filed in the Superior Court of Pierce County, Washington. Parties agree to participate in alternate dispute

resolution before a neutral mediator, prior to commencing litigation. The parties shall equally share the cost of the neutral mediator.

13. **Applicable Law.** This Agreement shall be governed by the laws of the State of Washington. In case of a dispute arising out of this Agreement, the venue of any lawsuit shall be Pierce County, Washington.
14. **Presumption of Drafting.** All parties agree that they have had the opportunity to have the Agreement reviewed with counsel so there shall be no presumption of drafting.
15. **Modification.** The parties agree that this Agreement can be amended or modified only with the written concurrence of both parties.
16. **Notices.** Any notice required to be given under this Agreement shall be delivered or mailed to the following parties at the following addresses:

City of Buckley
Office of the Mayor
Buckley, WA

Fire Chief
121 Sergeant St. South
Buckley, WA 98321

Notices may be delivered either personally to the addresses of the notice, or may be deposited in the United States mail, postage prepaid to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

Dated this _____ day of July, 2020.

CITY OF BUCKLEY

FIRE CHIEF

By _____
Mayor Pat Johnson

By _____
Eric Skogen

Attest/Authenticated

By _____
Treva Percival, City Clerk

Approved as to Form:

By _____

Phil Olbrechts, City Attorney

D. CONSENT AGENDA

CITY OF BUCKLEY		May 31, 2020		TRANSFER VOUCHER	
From Fund #	NAME	AMOUNT		To Fund #	NAME
	Bars Number				Bars Number
1	General Fund	\$ 320,827.19			Payroll Fund
		\$ 104,256.44			Claims Fund
	597.00.40	\$ 84.00	430		Utility Equip Res
	597.00.65	\$ 3,750.00	2		Contingency Reserve Fund
					397.00.60
					397.00.10 State Merge
3	GF Cumulative Reserve				
	597.00.30	\$ 31.66	1		GF Investment Interest
					397.00.45 State Merge
4	Cemetery	\$ 2,688.26			Claims Fund
	597.00.00	\$ 21.00	430		Utility Equipment Reserve
	597.00.50.30	\$ -	1		GF Insurance Portion (Jan only)
					397.60.80 State Merge
7	P D Maintenance Reserve	\$ -			Payroll Fund
		\$ 2,569.42			Claims Fund
8	Railroad ROW	\$ 2,217.56			Payroll Fund
		\$ -			Claims Fund
	597.00.50.30	\$ -	1		GF Insurance Portion (Jan only)
	597.00.00.46	\$ 42.00	430		Utility Equipment Reserve
					397.60.81 State Merge
					397.00.70
30	Fire Equipment & EMS Reserve	\$ -			Payroll Fund
		\$ 3,309.98			Claims Fund
35	Park Construction	\$ -			Payroll Fund
					Claims Fund
	597.10.00.10	\$ 73.66	1		GF Investment Interest
	597.10.10.10	\$ 417.00	307		Cap Imp Trailhead Parking
	597.10.20	\$ 167.00	430		Utility Equipment Reserve
					397.10.40
					397.00.75
101	Street Operations	\$ 8,201.78			Payroll Fund
		\$ 8,260.51			Claims Fund
	597.00.00	\$ 84.00	430		Utility Equipment Reserve
					397.00.10
	597.50.00.30	\$ -	1		GF Insurance Portion (Jan only)
	597.20.00	\$ -	1		GF Administration
					397.60.82
					397.60.20
	597.30.00	\$ -	102		Street Capital Improvement
	597.50.00.70	\$ 42.00	1		GF Dispatch
					397.00.10.50
					397.60.22
102	Street Capital Improvement	\$ -			Payroll Fund
		\$ 26,882.96			Claims Fund
	597.10.00.30	\$ -	1		GF Investment Interest
	597.10.00.31	\$ 3,104.00	1		GF Project Administration
					397.00.40
					397.60.95
From Fund #	NAME	AMOUNT		To Fund #	NAME

	Bars Number				Bars Number	
102	Street Capital Improvement					
	597.10.00.32	\$ 417.00	307	Cap Imp Trailhead Parking	397.10.80.60	
	597.10.00.33	\$ 417.00	430	Utility Equipment Reserve	397.00.80	
	597.10.00.34	\$ 3,400.00	101	Street Operations	397.00.30	
103	Transportation Benefit District	\$ -		Claims Fund		
	597.00.00	\$ 3,334.00	101	City Street	397.42	
	597.30.48	\$ 4,400.00	101	City Street	397.20.10	
	597.00.00.20	\$ 9.00	1	GF Admin/State Audit Fees	397.50.20	
	597.00.00.10	\$ -	1	GF Ins Portion (Jan only)	397.50.30	
105	EMS	\$ 9,454.80		Payroll Fund		
		\$ 6,908.26		Claims Fund		
	597.90.00	\$ 500.00	030	Fire Equip/EMS Res	131.397	
	597.90.00.40	\$ 125.00	30	Fire/EMS Bunker Gear	397.10.10	
109	Criminal Justice	\$ -		Payroll Fund		
		\$ -		Claims Fund		
	597.10.00.20	\$ 8,334.00	7	PD Maintenance Reserve	397.00.00	
134	Fire Dept Facility Maint & Cap Imp	\$ -		Payroll Fund		
		\$ -		Claims Fund		
	597.10.00.30	\$ 20.19	202	FS Bond Investment Interest	397.00.40	
136	Visitor Promo	\$ -		Payroll Fund		
		\$ 628.03		Claims Fund		
	597.10.00.10	\$ -	1	GF Investment Interest	397.00.40	
	597.51.00.30	\$ -	1	GF Insurance Portion (Jan only)	397.60.90	
	597.52.00.60	\$ 21.00	1	GF Brick Sales Administration	397.60.91	
202	Fire Station Construction Bond	\$ 77,810.00		Claims Fund		
307	Capital Improvement	\$ -		Payroll Fund		
		\$ 1,278.99		Claims Fund		
	597.10.00.10	\$ -	1	GF Investment Interest	397.00.40	
	597.10.00.31	\$ 1,002.00	1	GF Project Administration	397.60.99	
308	Comp Plan Cap Imp	\$ 7,289.92		Payroll Fund		

		\$	747.18		Claims Fund		
	597.10.40	\$	8,334.00	307	Cap Imp - PW Admin Bldg	397.10.80.50	
401	Natural Gas Operations				Claims		
	6% tax 533.10.49.20	\$	-	1	GF Business Tax	316.43	
	597.00.00.70			1	GF Gas System Sale	397.60.93	
From Fund #		AMOUNT			To Fund #		
	NAME				NAME		
	Bars Number				Bars Number		
402	Water Sewer Operations	\$	102,490.01		Payroll Fund		
		\$	54,572.69		Claims Fund		
	10% tax W 534.10.49.20	\$	7,522.79	1	GF Business Tax	316.42	
	10% tax S 535.10.49.20	\$	27,850.57	1	GF Business Tax	316.44	
	597.00.00.50	\$	542.00	1	GF Dispatch	397.00.60	
	597.00.00.51	\$	6,865.00	1	GF Admin Water	397.60.10	
	597.00.00.52	\$	10,167.00	1	GF Admin Sewer	397.60.10	
	W 597.00.00.53	\$	-	1	GF Insurance Portion (Jan only)	397.60.60	
	S 597.00.00.55	\$	-	1	GF Insurance Portion (Jan only)	397.60.60	
	597.00.00.70	\$	60,983.00	405	Sewer Imp Fund	397.00.00 State Merge	
	597.00.00.80	\$	16,815.00	406	Water Imp Fund	397.00.00 State Merge	
	597.00.00.40	\$	834.00	430	Utility Equipment Reserve	397.00.40	
	597.00.00.91	\$	834.00	307	Cap Imp - PW Storage Outbldg Repair	397.10.60	
403	Solid Waste	\$	85,023.03		Claims Fund		
	10% tax 537.10.49.20	\$	10,323.06	1	GF Business Tax	316.45	
	597.00.00.10	\$	5,709.00	1	GF Administration	397.60.40	
	597.00.00.55	\$	-	1	GF Insurance Portion (Jan only)	397.60.83	
405	Sewer Ext & Replacement	\$	-		Payroll Fund		
		\$	544,710.46		Claims Fund		
	597.10.00.31	\$	1,719.00	1	GF Project Administration	397.60.96	
	597.10.00.34	\$	417.00	307	Cap Imp - PW Admin Bldg	397.10.80.70	
	597.10.00.33	\$	417.00	430	Utility Equipment Reserve	397.00.85	
406	Water Line Replacement & Ext	\$	-		Payroll Fund		
		\$	112,403.80		Claims Fund		
	597.10.00.31	\$	1,668.00	1	GF Project Administration	397.60.97	
	597.10.00.41	\$	417.00	307	Cap Imp - PW Admin Bldg	397.10.80.80	
	597.10.00.40	\$	417.00	430	Utility Equipment Reserve	397.00.90	
407	Storm Drain Operation & Maint	\$	17,873.34		Payroll Fund		
		\$	7,140.99		Claims Fund		
	10 % tax 531.30.44.01	\$	4,972.70	1	GF Business Tax	316.48	
	597.00.00	\$	417.00	430	Utility Equipment Reserve	397.00.50	
	597.00.00.10	\$	9,886.00	408	Storm Drain Cap	397.00.30 State Merge	
	597.00.00.20	\$	6,498.00	1	GF Admin	397.60.40.10	
	597.00.00.53	\$	-	1	GF Insurance Portion (Jan only)	397.60.71	
	597.00.00.57	\$	42.00	1	GF Dispatch	397.60.21	
	597.00.00.58	\$	417.00	307	Cap Imp - PW Storage Outbldg Repair	397.10.80.90	
From Fund #		AMOUNT			To Fund #		
	NAME				NAME		
	Bars Number				Bars Number		
408	Stormwater Capital	\$	2,336.36		Claims Fund		
	597.10.00.31	\$	2,077.00	1	GF Project Administration	397.60.98	
	597.10.00.34	\$	417.00	307	Cap Imp - PW Admin Bldg	397.10.80.10	

	597.10.00.33	\$	417.00	430	Utility Equipment Reserve	397.00.95	
430	Utility Equipment Reserve	\$	403.82		Claims Fund		
	597.10.00.10	\$	362.22	1	GF Investment Interest	397.00.40	
	Total Investment Interest to 202	\$	20.19				
	Total Investment Interest to 001	\$	467.54				
	Total Payroll	\$	468,354.60				
	Total Claims	\$	1,041,931.18				
	Total Treasurer Checks	\$	26,255.26				
	Date Approved by Council -		July 28, 2020		Finance Director, Sandra Groshong		

E. COMMITTEE REPORTS