



**BUCKLEY CITY COUNCIL MEETING AGENDA**  
**February 11, 2020**  
**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 #02-20  
Next Resolution #20-03  
Next Agenda Bill #AB20-017

**A. Citizen Participation**

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

**B. Staff Reports**

**C. Main Agenda**

1. RES No. 20-\_\_\_\_ Amending Personnel & Procedures Manual Revision #22 Pg.
2. Amendment No. 1 to Interlocal Cooperation Agreement for Emergency Medical Transport Services Pg.
3. Assignment and Assumption – DM Disposal Co., Inc. Pg.
4. Discussion - City Policy on Filling Declared Vacant Council Positions Pg.
5. Executive Session – Buckley Feed Store Property
6. Discussion on Possible Purchase of Feed Store Property Pg.

**D. Consent Agenda**

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

**E. Committee Reports**

8. Mayor's Report Johnson
9. Administration, Finance & Public Safety Smith
10. Transportation & Utilities Wilbanks
11. Community Services Rose
12. Council Member Comments & Good of the Order

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



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

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## **CITY OF BUCKLEY MEETING LIST**

### **February 2020**

Feb. 4	7:00 PM	City Council Study Session
Feb. 5	4:00 PM	Admin/Finance/Public Safety (City Hall)
Feb. 10	7:00 PM	Planning Commission
Feb. 11	7:00 PM	City Council
Feb. 18	4:00 PM	Transportation & Utilities (City Hall)
Feb. 19	4:00 PM	Admin/Finance/Public Safety (City Hall)
Feb. 24	7:00 PM	Planning Commission
Feb. 25	7:00 PM	City Council

**The above meetings will be held in the Multi-Purpose Center located at 811 Main Street unless otherwise noted.**  
*Last Revised February 5, 2020*

# February 2020



Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 7 City Council Study Session	5 4 Admin/Finance/ Public Safety	6	7	8
9	10 7 Planning Commission	11 7 City Council	12	13	14	15
16	17	18 4 Transp. & Utilities	19 4 Admin/Finance/ Public Safety	20	21	22
23	24 7 Planning Commission	25 7 City Council	26	27	28	29

## A. CITIZEN PARTICIPATION

## B. STAFF REPORTS

## C. MAIN AGENDA



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>		<b>Agenda Date: February 11, 2020 AB20-017</b>	
<b>RES No. 20-____ Amending Personnel Policy – Revision #22</b>	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Saundra 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		
<b>Attachments:</b> Resolution			
<p><b>SUMMARY STATEMENT:</b> Resolution amending Section 2.34 and 6.08 of the Personnel Policy and Administrative Procedures Manual clarifying the overtime definition, eliminating the shared sick leave policy and adding the paid family medical leave policy.</p> <p>The manual is amended to read as shown in the attached Resolution.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> A/F/PS 2-5-2020			
<b>RECOMMENDED ACTION: MOVE to Approve Resolution No. 20-03 Amending the Personnel Policy – Revision #22.</b>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

**CITY OF BUCKLEY, WASHINGTON**

**RESOLUTION NO. 20-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON AMENDING SECTION 2.34 AND 6.08 OF THE “CITY OF BUCKLEY PERSONNEL POLICY AND PROCEDURES MANUAL” TO DEFINE OVERTIME AND ADD PAID FAMILY MEDICAL LEAVE**

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**WHEREAS**, The City Council adopted the most current version of the “City of Buckley Personnel Policy and Procedures Manual” on January 14, 2020; and

**WHEREAS**, Section 2.34 provides a definition for City employees’ overtime; and

**WHEREAS**, the City Finance Department has as past practice historically considered sick leave, vacations and holidays as time worked for the purpose of computing overtime; and

**WHEREAS**, existing Bargaining Unit Agreements contain language identifying that sick leave, vacations and holidays as time worked for the purpose of computing overtime; and

**WHEREAS**, in order to clarify and memorialize this process, the City would like its Personnel Policies to be aligned with the Union Contracts; and

**WHEREAS**, the City would like to amend the definition of overtime to state that sick leave, vacations and holidays shall be counted as time worked for the purpose of computing overtime; and

**WHEREAS**, Section 6.08 currently provides guidelines for the Sick Leave Sharing Program; and

**WHEREAS**, the State of Washington now offers Paid Family Medical Leave to employees; and

**WHEREAS**, the City would like to update the Personnel Policy & Procedures manual to reflect this change.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Buckley hereby amends the City of Buckley “Personnel Policy and Administrative Procedures Manual” as follows:

**Section 1.** Section 2.34 **Overtime** is hereby amended to read as follows:

**2.34 Overtime:** Time a on-exempt employee is directed or authorized to work in excess of the regular work week. [Sick leave, vacations and holidays shall be counted as time worked for the purpose of computing overtime.](#)

**Section 2.** Section 6.08 Sick Leave Sharing is hereby amended to read as follows:

**6.08 Washington Paid Family & Medical Leave**

Effective immediately, the City of Buckley shall remove the Sick Leave Sharing Policy based on the Washington Paid Family & Medical Leave, which pays employees who qualify, for family medical leave based on a qualifying event.

Paid Family and Medical Leave Overview: Paid Family and Medical Leave, RCW 50A.04 is a mandatory statewide insurance program that will provide almost every Washington employee with paid time off to give or receive care. If you qualify, this program will allow you to take up to 12 weeks, as needed, if you:

- Welcome a child into your family (through birth, adoption or foster placement.
- Experience a serious illness or injury.
- Need to care for a seriously ill or injured relative.
- Need time to prepare for a family member's pre- and post-deployment activities, as well as time for childcare issues related to a family member's military deployment.

For specifics on military-connected paid leave, visit  
[www.dol.gov/whd/regs/compliance/whdfs28mc.pdf](http://www.dol.gov/whd/regs/compliance/whdfs28mc.pdf)

If you face multiple events in a year, you might be eligible to receive up to 16 weeks, and up to 18 weeks if you experience a serious health condition during pregnancy that results in incapacity.

6.08.01 Payment of Premiums: The program is funded by premiums paid by both employees and employers. It will be administered by the Employment Security Department (ESD).

Premium collection started on January 1, 2019, the premium is 0.4 percent of wages. Employers can either pay the full premium or withhold a portion of the premium from their employees. Employers who choose to withhold premiums from their employees may withhold up to about 63 percent of the total premium, or \$2.44 per week for an employee making \$50,000 annually. The employer is responsible for paying the other 37 percent. Businesses with fewer than 50 employees are exempt from the employer portion of the premium but must still collect or opt to pay the employee portion of the premium.

Premium collection began January 1, 2019. Your employer will calculate and withhold premiums from your paycheck and send both your share and theirs to ESD on a quarterly basis.

6.08.02 Washington Paid Family & Medical Leave Coordinated with Other Leaves: Employees who have accrued vacation, sick or other paid time off may choose to take such leave **or** receive paid family and medical leave benefits, as provided for in RCW 50A.04.020.

An employee receiving Washington Paid Family and Medical Leave payments during a family and/or medical related leave shall use only the number of leave hours that, together with the Washington Paid Family & Medical Leave benefits payments, represents the employee's normal pay for the same period. Payroll will calculate use of paid leave hours on a retroactive basis back to the first day in which the employee was off work. In no event shall the accumulation of leave and Washington Paid Family Medical Leave income result in an employee receiving income in excess of 100% of their regular straight-time income for the same period.

If the employee elects to use paid leave to supplement the employee's earnings, the employee must notify Payroll at the start of his/her Washington Paid Family & Medical Leave. Once the

employee elects to use paid leave to supplement his/her earnings, the employee may not reverse the election. An employee may not elect to use only a portion of his/her accrued leave.

Employees who elect to use his/her accrued leave to supplement their wage while on family and/or medical leave shall bring their Washington Paid Family & Medical Leave check in to Payroll to purchase back all or a portion of his/her leave hours used and paid to the employee during the family and/or medical leave. Once the employee makes payment to the City of Buckley and the Finance Department approves the deposit, the employee's number of leave hours will be added back to the accrual record.

Any employee who collects both a full-accrued leave paycheck and a Washington Paid Family & Medical Leave payment SHALL remit the Washington Paid Family & Medical Leave payment to the City. In the event an employee does not submit the Washington Paid Family & Medical Leave payment to the City, they may be subject to disciplinary action for misuses, falsifying, or abusing leave.

6.08.03 Taking Leave: Starting January 1, 2020, employees who have worked 820 hours in the qualifying period (equal to 16 hours a week for a year) will be able to apply to take paid medical leave or paid family leave. The 820 hours are cumulative, regardless of the number of employers or jobs someone has during a year. All paid work over the course of year counts toward the 820 hours, including pat-time, seasonal and temporary work.

While on leave, you are entitled to partial wage replacement. That means you will receive a portion of your average weekly pay. The benefit is generally up to 90 percent of your weekly wage, with a minimum of \$100 per week and a maximum of \$1,000 per week. You will be paid by the Employment Security Department rather than your employer.

Unlike the federal Family and Medical Leave Act (FMLA), employees of small businesses may take Paid Family and Medical Leave if they meet the standard eligibility requirements.

More information on applying for benefits will come 2019. Please go to [paidleave.wa.gov](http://paidleave.wa.gov) for more information.

6.08.04 Leave Protection: Employees who return from leave under this law will be restored to a same or equivalent job if they work for an employer with 50 or more employees, have worked for this employer for at least 12 months, and have worked 1,250 hours in the 12 months before taking leave (about 24 hours per week, on average).

You can keep your health insurance while on leave. If you contribute to the cost of your health insurance, you must continue to pay your portion of the premium cost while on leave.

Your employer is prohibited from discriminating or retaliating against you for requesting or taking paid leave.

Introduced, passed and approved this 11<sup>th</sup> day of February 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			
<b>SUBJECT:</b>  <b>Interlocal Agreement between City of Buckley, Town of Carbonado, Pierce County Fire District 25 and Pierce County Fire District 26 for EMS – Amendment #1</b>  Cost Impact: \$ Fund Source: Timeline:	<b>Agenda Date: February 11, 2020</b>		<b>AB20-018</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Saundra Groshong		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore	X	X
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Leticia Wallgren		
	Police Dept – Chief Arsanto		
Municipal Court – Jessica Cash			
PW/Utilities – Chris Banks			
<b>Attachments:</b> ILA Amendment			
<p>SUMMARY STATEMENT: In 2016 an Interlocal Agreement was approved by the parties for the purpose of describing the authority and responsibility of each party regarding emergency medical transport services. The Agreement was for a period of 3 years which technically expired in 2019.</p> <p>This amendment renews the Agreement for another 3 years and provides an automatic renewal on a year to year basis.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS 2/5/20			
<b>RECOMMENDED ACTION: MOVE to Approve Amendment #1 to the Interlocal Agreement between the City of Buckley, Town of Carbonado, Pierce County Fire District 25, and Pierce County Fire District 26 related to Emergency Medical Services.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

## AMENDMENT No. 1 TO THE AGREEMENT

**CITY OF BUCKLEY and TOWN OF CARBONADO  
and PIERCE COUNTY FIRE DISTRICT No. 25 (Crystal Mountain)  
and PIERCE COUNTY FIRE DISTRICT No. 26 (Greenwater)  
INTERLOCAL COOPERATION AGREEMENT  
REGARDING EMERGENCY MEDICAL TRANSPORT SERVICES**

**WHEREAS**, an Interlocal Cooperation Agreement has previously been entered into by and between the City of Buckley and the Town of Carbonado and Pierce County Fire District No. 25 (Crystal Mountain) and Pierce County Fire District No. 26 (Greenwater) for the purpose of describing the authority and responsibility of each party regarding emergency medical transport services; and

**WHEREAS**, the Agreement was approved by the parties in 2016 for a three-year term; and

**WHEREAS**, the parties desire to continue the agreement without modification, except to amend the duration of the Agreement;

### **NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

Amend the existing Agreement by deleting the existing Section 3 and adding a new Section 3:

**(delete existing)**

3. ~~**Duration.** This Interlocal Agreement shall be effective January 1<sup>st</sup>, 2016, and after execution by the parties. The duration of this Interlocal Agreement is for three (3) years; provided, that a party may withdraw effective December 31st of any year providing notice on or before October 31st of that year. Upon withdrawal or termination of the Interlocal Agreement the provisions of Section 8, 17 and 19 shall survive withdrawal or termination to the full extent necessary to fulfill the obligations of the withdrawing or terminating party/parties that arose during the term of the Interlocal Agreement. The parties reserve the right to negotiate a successor Agreement.~~

**(add new)**

3. **Duration.** This Interlocal Agreement shall be effective after approval and execution by the governing parties, and shall continue in full force and effect for a period of thirty-six months; provided, that a party may withdraw effective December 31st of any year providing notice on or before October 31st of that year. Upon withdrawal or termination of the Interlocal Agreement the provisions of Section 8, 17 and 19 shall survive withdrawal or termination to the full extent necessary to fulfill the obligations of the withdrawing or terminating party/parties that arose during the term of the Interlocal Agreement. After the initial duration of this agreement it shall be automatically renewed from year-to-year. The parties reserve the right to negotiate terms or negotiate a successor Agreement.

Interlocal Cooperation Agreement  
City of Buckley, Town of Carbonado, Pierce County Fire District No. 25 (Crystal Mountain),  
and Pierce County Fire District No. 26 (Greenwater)  
Emergency Medical Response/Amendment No. 1  
February 2020  
Page 1 of 3

The parties further agree this Amendment, once approved and executed by their governing parties, shall be effective retroactively to January 1, 2019.

**CITY OF BUCKLEY**

Address: PO Box 1960  
Buckley, WA 98321-1960

**TOWN OF CARBONADO**

Address: Drawer 91  
Carbonado, WA 98323

\_\_\_\_\_  
Patricia Johnson, Mayor

\_\_\_\_\_  
Kevin Vesey, Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Treva Percival, Clerk

\_\_\_\_\_  
Daillene Argo, Town Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Phil Olbrechts, Attorney for the City  
of Buckley

\_\_\_\_\_  
Michael Reynolds, Town Attorney

**PIERCE COUNTY FIRE DISTRICT  
No. 25 (Crystal Mountain)**

Address: 32004 Crystal Mt. Blvd.  
Crystal Mountain, WA 98022

**PIERCE COUNTY FIRE DISTRICT  
No. 26 (Greenwater)**

Address: 57905 SR 410 East  
Greenwater, WA 98022

\_\_\_\_\_  
Abbie Bodette, Commissioner

\_\_\_\_\_  
James Harte, Commissioner

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Zach Moor, Commissioner

\_\_\_\_\_  
N. Peter Murray, Commissioner

\_\_\_\_\_  
Lisa Poncelet, Commissioner

\_\_\_\_\_  
Michael Smith, Commissioner

ATTEST:

ATTEST:

\_\_\_\_\_  
Paul Sowers, Fire Chief

\_\_\_\_\_  
Paul Sowers, Fire Chief

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
, District Attorney

\_\_\_\_\_  
, District Attorney



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Assignment &amp; Assumption – DM Disposal Co., Inc.</b>  Cost Impact: \$ Fund Source: Timeline:	<b>Agenda Date: February 11, 2020</b>		<b>AB20-019</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Saundra 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		
<b>Attachments:</b> Assignment and Assumption			
<p>SUMMARY STATEMENT: Throughout the years, Murrey’s DM Disposal has been a company of many names; Murrey’s Disposal, DM Disposal, American Disposal, DM Recycling, American Portable Storage, etc. Over the last couple of years, since most people know them as primarily Murrey’s Disposal, they are working to consolidate some of their business names under the Murrey’s name. They are currently working to consolidate the DM Disposal name, which stands for Dave Murrey’s Disposal, under the Murrey’s name. In order to complete that project, each of their municipal agreements must be assigned by DM Disposal to Murrey’s Disposal; requiring an authorized signature from each municipality.</p> <p>The attached assignment and assumption document, once signed by the City, will make their name change official.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: <b>MOVE to Approve the Assignment and Assumption with DM Disposal Co., Inc.</b>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

## ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this “Assignment”) is made as of \_\_\_\_\_, 2020 (the “Effective Date”), by and among D.M. DISPOSAL CO., INC., a Washington corporation (“Assignor”), MURREY’S DISPOSAL COMPANY, INC., a Washington corporation (“Assignee”), and the CITY OF BUCKLEY (the “City”) (each hereinafter also referred to as a “Party” and collectively as the “Parties”).

### RECITALS

- A. On or about February 9, 1999, Assignor entered into that certain *Agreement for Solid Waste Collection and Disposal*, as amended (the “Agreement”) with the City.
- B. Assignee is the affiliate of Assignor.
- C. Assignor desires to assign to Assignee, and Assignee desires to assume, all of Assignor's rights and obligations under the Agreement, with the consent of the City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### ASSIGNMENT AND ASSUMPTION

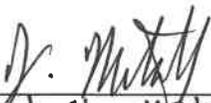
1. Assignment and Assumption. As of the Effective Date, Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the Agreement, and Assignee hereby agrees to and accepts the assignment. From and after the Effective Date, Assignee agrees to be bound by all of the terms and provisions of the Agreement, and assumes any and all liabilities and agrees to perform, pay and discharge in full when due all of Assignor’s liabilities and obligations associated with, or related to the performance by Assignor of any of the terms, covenants and conditions imposed upon Assignor under the Agreement, to be performed after the Effective Date. All liabilities and responsibilities under the Agreement and payments due under the Agreement prior to and including the Effective Date shall be and remain the obligation of Assignor, and if any such payments are made to Assignee after the Effective Date, then Assignee shall forward such payments to Assignor. All liabilities and responsibilities under the Agreement and payments due under the Agreement after to the Effective Date shall be and remain the obligation of Assignee, and if any such payments are made to Assignor after the Effective Date, then Assignor shall forward such payments to Assignee.
2. Consent. The City hereby consents to the assignment of the Agreement pursuant to this Assignment. The City is executing this Assignment solely for the purpose of consenting to the assignment of the Agreement.
3. Successors. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
4. Counterparts. This Assignment may be executed in one or more counterparts by the Parties. All counterparts shall be construed together and shall constitute one agreement. Each

counterpart shall be deemed an original hereof notwithstanding that less than all of the Parties may have executed it. Facsimile signatures shall be as effective as original signatures.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed effective on the date first above written.

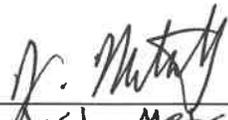
**ASSIGNOR:**

D.M. DISPOSAL CO., INC.,  
a Washington corporation

By:   
Name: Josh Metcalf  
Its: District Manager

**ASSIGNEE:**

MURREY'S DISPOSAL COMPANY, INC.,  
a Washington corporation

By:   
Name: Josh Metcalf  
Its: District Manager

**CITY:**

CITY OF BUCKLEY, WASHINGTON

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Discussion – City Policy on Filling Declared Vacant Council Positions</b>  Cost Impact: \$ Fund Source: Timeline:	<b>Agenda Date: February 11, 2020</b>		<b>AB20-020</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	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		
<b>Attachments:</b> Resolution No. 14-07 and Policy			
SUMMARY STATEMENT: On January 14, 2020, the City declared Council Position #7 vacant. The City advertised the vacancy per the attached Policy. The deadline to submit applications was February 5, 2020, by 5:00 PM. As of that date, nine applications were received for the vacancy. The Admin/Finance/Public Safety Committee met on February 5, 2020, to discuss the policy and would like to have further discussion with the full Council.			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS 2-5-2020			
RECOMMENDED ACTION: <b>Discussion Only</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

**CITY OF BUCKLEY, WASHINGTON**

**RESOLUTION NO. 14-07**

**A RESOLUTION OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON ESTABLISHING COUNCIL POLICIES AND PROCEDURES FOR FILLING A COUNCIL POSITION THAT HAS BEEN DECLARED VACANT.**

**WHEREAS**, on March 24, 2009 the City Council adopted Resolution 09-06 that established policies and procedures for filling a City Council position that had been declared vacant.

**WHEREAS**, the City Council establish these policies and procedures subject to statute under RCW 35A.12.050 and 42.12.070; and

**WHEREAS**, these statutes provide only general rules for the appointment of someone to fill a vacant position; and

**WHEREAS**, the City Council has filled a number of vacant seats utilizing the process outlined in Resolution 09-06 since adoption and have identified needed changes to the procedures to make the process more efficient; and

**WHEREAS**, the City Council has expressed a desire to modify the policies and procedures to reflect these changes,

**NOW THEREFORE BE IT RESOLVED** the City Council of the City of Buckley hereby adopts the Policy entitled "City Policy on Filling Declared Vacant Council Positions" as amended and attached hereto as Exhibit A.

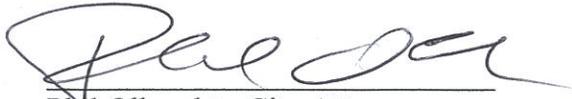
Introduced, passed and approved this 10<sup>th</sup> day of June, 2014.

  
Pat Johnson, Mayor

ATTEST:

  
Joanne Starr, City Clerk

**APPROVED AS TO FORM:**



Phil Olbrechts, City Attorney

**Posted:** June 12, 2014

## Exhibit A

### **City Policy on Filling Declared Vacant Council Positions**

#### **1.0 Purpose**

The purpose of this policy is to provide guidance to the City Council when a Buckley Councilmember position becomes vacant before the expiration of the official's elected term of office. Pursuant to state law, a vacancy shall be filled only to serve the remainder of the unexpired term until the next regular municipal election.

#### **2.0 References**

RCW 42.30.110(h) - Executive Session Allowed to consider qualifications of a Candidate for Appointment to Elective Office.

RCW 42.30.060 - Prohibition on Secret Ballots.

RCW 42.12 - Vacant Position

RCW 35A. 12.030 - Eligibility to Hold Elective Office

RCW 35A. 12.050 - Vacancies

#### **3.0 Appointment Process**

A Council position shall be officially declared vacant upon the occurrence of any of the causes of vacancy set forth in RCW 35A.12.050, 35A.12.060 or 42.12.010, including resignation, recall, forfeiture, written intent to resign, or death of a Councilmember. The Councilmember who is vacating his or her position cannot participate in the appointment process. If a Councilmember does not submit a written resignation due to the vacancy, the Council shall consult with legal counsel to determine whether to declare the seat vacant or to first acquire a court order validating the vacancy.

City Council shall direct staff to begin the Councilmember appointment process and establish an interview and appointment schedule so that the position is filled at the earliest opportunity.

City staff shall prepare and submit a display advertisement to the *Enumclaw Courier Herald* and City posting sites, which announces the vacancy consistent with the requirements necessary to hold public office as set forth in RCW 35A.12.030. This display advertisement shall be published once each week for two consecutive weeks. This display advertisement shall contain other information, including but not limited to time to be served in the vacant position, election information, salary information, brief summary of Councilmember powers and duties, the deadline date and time for submitting

applications, interview and appointment schedules (if known), and such other information that the City Council deems appropriate.

City staff shall prepare an application form which requests appropriate information for City Council consideration of the applicants. Applications will be available at City of Buckley offices and such other locations that the City Council deems appropriate. Copies of the display advertisement will be provided to current members of City of Buckley commissions, committees, task forces and other City-sponsored citizen groups.

Applications received by the deadline date and time will be copied and circulated by the City staff to the Mayor and City Council. Packets may also contain additional information received such as endorsements, letters of reference and other pertinent materials.

The City staff shall notify applicants of the location, date and time of City Council interviews.

Prior to the date and time of the interview meeting, the Mayor shall accept one interview question from each Councilmember. The Council may also specify, by majority vote or consensus in a regular or special meeting, which applicants qualify for an interview. The decision as to which applicants to interview will be based on the information contained in the application forms.

The Mayor shall invite all applicants to interview if the Council fails to provide contrary direction six or more calendar days prior to the interview meeting date.

#### **4.0 Interview Meeting**

The interview meeting for consideration of applicants/candidates shall take place either at a regular meeting or at a special meeting of the City Council scheduled at least 30 days from the closing date of application submittal.

Each interview of an applicant/candidate shall be no more than 30 minutes in length as follows:

- The applicant shall present his or her credentials to the City Council (10 minutes).
- The City Council shall ask the predetermined set of questions, which must be responded to by the applicant. Each applicant will be asked and will answer the same set of questions and will have two (2) minutes to answer each question (14 minutes)
- An informal question and answer period in which Councilmembers may ask and receive answers to miscellaneous questions (10 minutes).

The applicant's order of appearance will be determined by a random lot drawing performed by the City Clerk.

The Council may reduce the 30-minute interview time if the number of applicants exceeds six candidates. Vacancies in the City Council shall be filled by a majority vote of

the remaining members of the City Council, but such appointee shall hold office only until the next regular general election, at which time a person shall be elected to serve for the remainder of the unexpired term.

## **5.0 Voting**

Upon completion of the interviews, Councilmembers may convene into Executive Session to discuss the qualifications of the applicants. Qualifications of the applicants shall only be discussed in Executive Session; however, all interviews, nominations and votes taken by the Council shall be in open public session.

Final action appointing a candidate to elective office shall be taken in the open public session.

### Voting Process:

- Voting shall proceed for all candidates in the same order as their Council interview.
- If there is only one candidate then each Council member shall have one vote which they can cast. If there are more than two candidates then each Council member shall have a total of one less vote than the total number of candidates being considered for each round of voting.
- During the voting round Council members may cast one of his/her votes per candidate of their choice until they have expired all of their votes. Voting shall be via affirmative vote only. (WHO votes for “X”, who prefers “Y” - not yeas and nays for one and then the other).
- If there are more than two candidates then the candidate that receives the lowest number of votes in the 1<sup>st</sup> round shall be eliminated and not be allowed to continue to the next round of voting. Candidates receiving the highest number of votes will advance to the next round of voting where the process is repeated until only two “finalists” remain.
- Once the voting has narrowed the candidate pool to two finalists, Council members shall have one vote each to cast for the finalist of their choice. If the vote results in a tie the Mayor shall be allowed to vote to break the tie as authorized by RCW 35A.12.100.
- The candidate receiving a majority of votes (from a quorum of the Council), including that of the Mayor in case of a tie, shall be declared the “winner” and the Mayor shall declare the nominee appointed.

Nothing in this policy shall prevent the City Council from reconvening into Executive Session to further discuss the applicant/candidate qualifications.

The new Councilmember shall be sworn into office by the Mayor or City Clerk at the earliest opportunity, or no later than the next regularly scheduled City Council Meeting.



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Discussion Only – Possible Sale of Buckley Feed Store Property</b>  Cost Impact: \$ Fund Source: Timeline:	<b>Agenda Date: February 11, 2020</b>		<b>AB20-021</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	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		
<b>Attachments:</b>			
SUMMARY STATEMENT: Discussion surrounding whether or not the Council is interested in considering the offer to purchase the Buckley Feed Store. Consideration of the offer and whether or not to sale must be conducted in open session. Should the Council decide to consider the offer then discussion of the actual value or sale price will be conducted in executive session.			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: <b>Discussion Only.</b>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

## D. CONSENT AGENDA

## E. COMMITTEE REPORTS