



BUCKLEY CITY COUNCIL MEETING AGENDA
February 25, 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 #20-04
Next Agenda Bill #AB20-022

A. Citizen Participation

1. Tracy Gordon – Golf Carts

Pg. 6

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

B. Staff Reports

C. Main Agenda

- | | |
|--|--------|
| 1. ORD. No. ___-20 – Amending 2020 City Employee Salary Scale | Pg. 9 |
| 2. RES No. 20-___ - Amending Taxes, Rates, & Fees Schedule | Pg. 15 |
| 3. RES NO. 20-___ - Replacing City Policy on Filling Declared Vacant Council Positions | Pg. 31 |
| 4. Contract for Engineering Design & Preparation of Bid/Construction Documents (River Ave. Improvements) | Pg. 36 |
| 5. Amendment to Employment Contract – Fire Chief | Pg. 60 |
| 6. Amendment to Employment Contract – Asst. Fire Chief | Pg. 63 |

D. Consent Agenda

- | | |
|---|--------|
| 7. A. Approve Minutes of January 28, 2020, City Council Meeting | Pg. 67 |
| Approve Minutes of February 4, 2020, City Council Study Session | Pg. 71 |
| B. Claims | |
| C. Transfer Voucher | |
| D. 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

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

March 2020



Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 7 City Council Study Session	4 4 Admin/Finance/PS	5	6	7
8	9 7 Planning Commission	10 7 City Council	11	12	13	14
15	16	17 4 Transp./Utilities 6:30 Special Council Meeting	18 4 Admin/Finance/PS	19 1 Comm. Services	20	21
22	23 7 Planning Commission	24 7 City Council	25	26	27	28
29	30	31				



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

February 2020

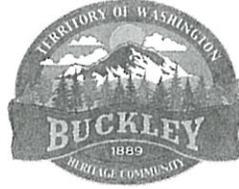
Feb. 20	1:00 PM	Community Services Committee (City Hall)
Feb. 24	7:00 PM	Planning Commission
Feb. 25	7:00 PM	City Council

March 2020

Mar. 3	7:00 PM	City Council Study Session
Mar. 4	4:00 PM	Admin/Finance/Public Safety (City Hall)
Mar. 9	7:00 PM	Planning Commission
Mar. 10	7:00 PM	City Council
Mar. 17	4:00 PM	Transportation & Utilities (City Hall)
Mar. 17	6:30 PM	Special Council Meeting – Council Applicant Interviews
Mar. 18	4:00 PM	Admin/Finance/Public Safety (City Hall)
Mar. 19	1:00 PM	Community Services (City Hall)
Mar. 23	7:00 PM	Planning Commission
Mar. 24	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 20, 2020

A. CITIZEN PARTICIPATION



City of Buckley
Office of Administration -- Mayor Patricia Johnson



Citizen Participation Form

City Council Meeting Date: Feb. 25, 2020

Name: Tracy Gordon **Organization:** _____

Phone: _____ **Email:** _____

Address: 772 Mt. View **City:** Buckley

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

Golf carts

PLEASE NOTE:

This form must be submitted to City Hall (933 Main Street), Attn: City Clerk, by 5:00 PM on the Wednesday prior to the Council meeting you wish to attend.

Please include with your form **16 copies** of any written information you wish to have distributed at the Council meeting. You may wish to have additional copies available for the public audience.

As Council agendas are very full, you are asked to limit your talk/presentation to three (3) minutes.

Last Update: September 9, 2014

B. STAFF REPORTS

C. MAIN AGENDA



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION

SUBJECT: ORD No. ____-20 Amending the 2020 City Employee Salary Scale Cost Impact: \$ Fund Source: Timeline:	Agenda Date: February 25, 2020		AB20-022	
	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				

Attachments: Ordinance

SUMMARY STATEMENT: The 2020 adopted salary scale provided a new position entitled Building Inspector/Code Enforcement. In attempting to fill the new vacant position, City staff determined that portions of the duties and responsibilities of the new position conflicted with the intended purpose of the new position. The intended purpose of the new position was to be of limited duration to assist with the current housing boom in residential growth and train to assume the position of Building Official upon the retirement of the City’s current employee within the next 12-24 months and the job description has been revised to more specifically address the intended job duties during the limited term of the position.

COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS 02-19-2020

RECOMMENDED ACTION: MOVE to Approve Ordinance No. 02-20 Amending the 2020 City Employee Salary Scale.

RECORD OF COUNCIL ACTION

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

CITY OF BUCKLEY, WASHINGTON

ORDINANCE NO. ____-20

AN ORDINANCE OF THE CITY OF BUCKLEY, PIERCE COUNTY,
WASHINGTON, AMENDING THE CITY'S 2020 CITY EMPLOYEE SALARY
SCALE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted Ord #25-19 in November, 2019 adopting the 2020 salary scale for exempt and hourly employees; and

WHEREAS, the exempt salary scale provided a new position entitled Building Inspector/Code Enforcement; and

WHEREAS, in attempting to fill the new vacant position City staff ~~discovered~~ determined that portions of the duties and responsibilities of the new position ~~overlapped with those of an existing covered position within the Local #302~~ conflicted with the intended purpose of the new position; and

WHEREAS, the intended purpose of the new position was to be of limited duration to assist with the current housing boom in residential growth and train to assume the position of Building Official upon the retirement of the City's current employee within the next 12-24 months and the job description has been revised to more specifically address the intended job duties during the limited term of the position; and

WHEREAS, the City ~~desires to revise the title and position duties to eliminate any conflict with existing positions within the City~~ Council desires to amend the salary schedule in consideration of the amended job description:

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

Section 1. The City Council hereby adopts Exhibit A, entitled "Amended 2020 City Employee Salary Scale," attached and incorporated by this reference as if set forth in full, representing the salary ranges for the designated positions classifications. Newly hired employees will be placed at the first step of the salary range assigned to a classification, unless the Mayor approves a salary step

exception for reasons of recruiting difficulties, or because the first step creates inequity for a potential appointee relative to his or her qualifications and current or expected compensation package.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality of any other section, sentence, clause or phrase of this Ordinance.

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

Introduced, passed, and approved this 25th day of February 2020.

Pat Johnson, Mayor

Attest:

Treva Percival, City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

PUBLISHED: _____

EFFECTIVE: _____

Exhibit A: 2020 CITY EMPLOYEE SALARY SCALE

2020 CITY EMPLOYEE SALARY SCALE											
2020 EXEMPT SALARY SCALE											
	Initial step	A	B	C	D	E	F	G	H	I	J
R1	4,600	4,691	4,786	4,882	4,979	5,079	5,180	5,283	5,388	5,497	5,608
R2	4,933	5,030	5,132	5,234	5,339	5,444	5,554	5,664	5,777	5,894	6,012
R3	5,291	5,396	5,504	5,613	5,727	5,840	5,956	6,076	6,198	6,323	6,449
R4	5,672	5,787	5,902	6,019	6,140	6,264	6,389	6,517	6,647	6,781	6,916
R5	6,085	6,207	6,330	6,457	6,585	6,717	6,852	6,989	7,129	7,271	7,417
R6	6,527	6,657	6,791	6,926	7,065	7,207	7,350	7,497	7,648	7,801	7,957
R7	7,001	7,140	7,284	7,430	7,577	7,729	7,884	8,041	8,202	8,366	8,533
R8	7,508	7,657	7,810	7,967	8,126	8,289	8,454	8,625	8,797	8,973	9,152
R9	8,050	8,211	8,376	8,543	8,714	8,888	9,066	9,248	9,433	9,621	9,813
R10	8,655	8,828	9,005	9,185	9,369	9,556	9,747	9,941	10,141	10,343	10,551
R11	9,303	9,491	9,679	9,872	10,071	10,271	10,478	10,686	10,900	11,120	11,341
R12	10,001	10,202	10,405	10,613	10,826	11,042	11,262	11,488	11,718	11,953	12,192

(a) Salary steps are graduated approximately by a 2% separation. Step increases shall be performance based on the employee's anniversary hire date and shall be subject to Mayors approval.

(b) Employees shall be eligible for a Step increase subject to the provisions of (a) above and the following; for Initial Step through Step J employees shall be evaluated and eligible for an increase to the next Step on an annual basis. The Mayor may grant up to one additional Step increase over and above the eligible annual increase, for meritorious performance reasons.

Salary Range	Position Classification(s)	1-Jan	Step Eligibility
R1	N/A	N/A	N/A
R2	Associate Planner (F/T)	Initial	1-Dec-2020
NEW	Assistant Building Official	Initial	1-TBD-2021
R3	Community Services Director (87.5%)	Step D	1-Sep-2020
R4	Court Administrator (90.0%)	Step G	1-Aug-2020
	City Planner	Initial	1-Nov-2020
	Firefighter	Step A	16-Jul-2020
	Volunteer FF Coordinator	Step A	1-Jan-2021
R5	Building Official	Step J	1-Oct-2020
R6	City Clerk	Step B	1-Sep-2020
R7	Information Systems Manager	Step D	1-Jan-2021
R8	Asst Fire Chief	Step H	1-Jan-2021
R9	Asst Police Chief	Step G	15-Apr-2020
	Public Works Director	Step D	1-Jan-2021
R10	Finance Director	Step D	5-Aug-2020
R11	Fire Chief	Step I	1-Jan-2021
	Police Chief	Step J	1-Apr-2020
R12	City Administrator	Step J	26-Nov-2020

2020 Hourly Employee Scale:

2020 HOURLY SCALE (NON-BARGAINING UNIT 3.0%)				
Hourly or Contract Position	2019 hourly	2020 hourly	COLA Increase	Monthly
Municipal Judge	N/A	N/A	N/A	\$2,575
Judge Pro-Tem	\$58.24	\$59.99	3.00%	N/A
Court Clerk I	\$23.41 to \$26.41	\$24.11 to \$27.20	3.00%	N/A
Court Security	\$23.07	\$23.76	3.00%	N/A
Temp Firefighter (P/T)	\$15.00	\$15.45	3.00%	N/A
Fire Admin Asst (P/T)	\$19.60	\$20.19	3.00%	N/A
Youth Center Coordinator	\$15.37 to \$18.67	\$15.83 to \$19.23	3.00%	N/A
Youth Asst P/T (min)	\$12.00 to \$13.45	\$13.50 to \$13.91	State Min - 3.0%	N/A
Seasonal Parks P/T	\$12.00 to \$13.45	\$13.50 to \$13.91	State Min - 3.0%	N/A
Seasonal Utility P/T	\$13.72 to \$16.48	\$14.13 to \$16.97	3.00%	N/A
Planning Assistant P/T	\$18.81	\$19.37	3.00%	N/A
Activities Coordinator	\$15.37 to \$18.67	\$15.83 to \$19.23	3.00%	N/A
Temp Paramedic (P/T)	\$20.00	\$20.60	N/A	N/A
PD Records Clerk P/T	\$20.00	\$20.60	N/A	N/A
Senior Center Cook	\$14.35	\$14.78	N/A	N/A

2020 - Bargaining Unit Salaries

Police Department Employee Salaries (12.0%) - Per Contract						
(January 1, 2020 to December 31, 2020)						
Classification	0-6 mos	7-12 mos	13-24 mos	25-36 mos	37-48 mos	49+ mos
Patrol	\$5,673	\$5,956	\$6,254	\$6,567	\$6,895	\$7,081
Detective Patrol/Officer	\$5,900	\$6,195	\$6,504	\$6,830	\$7,171	\$7,363
Sergeant	\$6,312	\$6,628	\$6,960	\$7,308	\$7,673	\$7,879

Public Works & Clerical Department Employee Salaries (3.0%)						
(January 1, 2020 to December 31, 2020)						
Classification	0-6 mos	7-12 mos	13-24 mos	25-36 mos	37-48 mos	49+ mos
Cemetery Caretaker	\$4,134	\$4,258	\$4,385	\$4,517	\$4,653	\$4,792
Maint Parks/Bldg	\$2,735	\$2,817	\$2,902	\$2,988	\$3,079	\$3,171
Admin Assistant	\$3,243	\$3,342	\$3,441	\$3,546	\$3,652	\$3,762
Meter Reader (NEW)	\$3,507	\$3,630	\$3,757	\$3,888	\$4,024	\$4,165
Police Records Clerk	\$3,780	\$3,894	\$4,011	\$4,131	\$4,254	\$4,382
Support Services Officer	\$3,936	\$4,091	\$4,256	\$4,426	\$4,603	\$4,789
Maint Parks/Bldg	\$4,154	\$4,279	\$4,407	\$4,539	\$4,676	\$4,815
Utility Billing/Deputy	\$4,342	\$4,472	\$4,607	\$4,744	\$4,888	\$5,034
Finance Assistant	\$4,386	\$4,582	\$4,790	\$5,005	\$5,229	\$5,465
Permit Tech/PW Clerk	\$4,419	\$4,735	\$4,925	\$5,121	\$5,327	\$5,540
Utility Worker	\$4,927	\$5,076	\$5,226	\$5,384	\$5,546	\$5,712
Utility Systems	\$5,153	\$5,307	\$5,467	\$5,631	\$5,800	\$5,974
Utility Worker Lead	\$5,381	\$5,543	\$5,710	\$5,881	\$6,056	\$6,238

WWTP Operator I	\$5,124	\$5,187	\$5,341	\$5,502	\$5,668	\$5,838
Asst PWD Supervisor	\$5,623	\$5,792	\$5,967	\$6,144	\$6,327	\$6,520
WWTP Supervisor	\$5,873	\$6,053	\$6,234	\$6,420	\$6,614	\$6,812
PWD Supervisor	\$6,186	\$6,370	\$6,561	\$6,758	\$6,961	\$7,169
	Step A	Step B	Step C	Step D		
Utility Maint Apprentice	\$4,115	\$4,239	\$4,365	\$4,497		



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT:		Agenda Date: February 25, 2020 AB20-023	
RES No. 20-__ Amending the Cities Taxes, Rates, and Fees Schedule	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		X
Attachments: Taxes, Rates and Fees Schedule			
<p>SUMMARY STATEMENT: Resolution adjusting solid waste services. Based upon review of the City’s 2020 revenue and expenditures for solid waste services, it has determined that due to increases in contractual cost and Pierce County tipping fees, overall rates for all solid waste service categories will need to increase by 1.5%.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
<p>RECOMMENDED ACTION: MOVE to Approve Resolution No. 20-04 Revising the Comprehensive Taxes, Rates and Fees Schedule to Adjust Garbage Rates and Charges.</p>			
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 OF BUCKLEY, PIERCE COUNTY, WASHINGTON REVISING THE COMPREHENSIVE TAXES, RATES AND FEES SCHEDULE TO ADJUST GARBAGE RATES AND CHARGES.

WHEREAS, through the adoption of Resolution 08-05, the City Council established a comprehensive schedule of taxes, rates and fees for the City; and

WHEREAS, subsequently the comprehensive schedule of taxes, rates and fees has been amended to updated taxes, rates and fees on an as needed basis; and

WHEREAS, based upon a review of the City's 2020 revenue and expenditures for solid waste services the City Council has determined that due to increases in contractual cost and Pierce County tipping fees, overall rates for all solid waste service categories will need to increase by 1.5%; and

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Buckley hereby repeals and replaced the “City of Buckley Taxes, Rates and Fee Schedule” adopted by Resolution No. 20-02 with Exhibit A, attached hereto and incorporated by this reference as if set forth in full.

Introduced, passed and approved this 25th day of February 2020.

Pat Johnson, Mayor

ATTEST:

Trevia Percival, City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

CITY OF BUCKLEY

TAXES, RATES & FEES SCHEDULE (RES #20-_: Revision #32)

BMC SECTION	DESCRIPTION	TAX, RATE OR FEE
Title 1 <u>General</u>		
	General Penalties	
1.04.020	Gross Misdemeanor	Fine not to exceed \$5,000 or by confinement in jail for a term not to exceed 1 year or by both such fine and confinement
1.04.020	Misdemeanor	Fine not to exceed \$1,000 or by confinement in jail for a term not to exceed 90 days or by both such fine and confinement
1.04.020	Infraction	Civil infractions are punishable by a maximum penalty of \$250.00 not including statutory assessments.
1.12.140	Infraction	(a) Payment of a fine of not more than \$250.00 for each day of noncompliance; (b) Payment of court costs as defined by rule or statute; (c) Payment to the prevailing party of its reasonable attorneys' fees as allowed by RCW 7.80.140.
Title 2 <u>Administration</u>		
2.99.010	Buckley Community Hall Short Term Rentals	
	Entire Day Rental Fee (8am - 12am)	\$500.00
	Hourly charge (8am - 12am) (3 HR MIN/5 HR MAX)	\$50.00
	After Hours Rate (after 12am)	\$75/HR
	Utility Surcharge (Oct 15 through April 15)	\$25.00
	Building Deposit (to include Key Charge) wo/alcohol served	\$350.00
	Refundable Amount (Subject to Terms of Rental Agreement)	\$350.00
	Building Deposit (to include Key Charge) w/alcohol served	\$750.00
	Refundable Amount (Subject to Terms of Rental Agreement)	\$750.00
	Commercial kitchen only (Mon-Thurs)	
	Hourly Rate (per user - no minimum)	
	- resident	\$10.00
	- nonresident	\$25.00
	Daily rate (8 hours or more)	
	- resident	\$80.00
	- nonresident	\$200.00
	+ cleaning deposit (refundable)	\$50.00
	Long Term Rentals (Requires Rental Agreement)	
	Weekly Rate (Hours TBD)	\$500.00
	Monthly Rate (Hours TBD)	\$1,612.00
	Partial Periods	\$1.18/mo/sq ft of space used*
	Annual Rate (Hours TBD)	TBD
	*Note: Space used encompasses the entire area of any portion occupied in a room that is not considered as storage and/ or a closet. As an example, use of a small portion of a space (i.e. office, common area, meeting room, etc.) will constitute use of the entire area. Space used in storage area(s) or closet encompasses only the area used and/or occupied in the room/area. Use of kitchen and restroom facilities will be detailed in the Rental Agreement	
	Private/Public Program Fees**	
	Youth Classes/Programs	TBA - Instructor Cost, supply cost, plus 20%*
	Adult Classes/Programs	TBA - Instructor Cost, supply cost, plus 20%*
	Family Classes/Programs	TBA - Instructor Cost, supply cost, plus 20%*
	Drop In Classes	TBA - Drop In Rate plus 20%*

*Note: Contract Instructors - Any contract instructor charging for their services or classes is required to pay the City of Buckley 20% of all program enrollment fees he/she charges. The instructor is responsible for providing their own class supplies and needed materials.

2.99.020 Fee Waiver Subject to BHB Review

Title 3 Revenue and Finance

3.18 Administrative Fees

Pierce County Auditor Recording	Cost
Copy charge - Per Page - 8 1/2 X 11, 8 1/2 X 14, and 11 X 17 paper sizes	\$ 0.15/ page
Audio or Video Tapes	\$10.00
Computer Disks and/or USB Flash Drive	\$10.00
Oversized Plans, Aerial Photos, Drawings, and Maps (Black and White)	Cost
Color GIS Plotted Maps	Cost
Other Documents	Cost
Public Notice	Cost
Insufficient Funds - Returned Check Charge	\$25.00
City Flag (Any Size)	Cost + 20% Admin Charge
Concealed Pistol Permit	
Original	\$49.25
Replacement	\$10.00
Renewal (up to 90 Days before)	\$32.00
Late Renewal (up to 90 days after)	\$42.00
Fingerprinting	
One card	\$10.00
Two cards	\$15.00
Cardiopulmonary Resuscitation (CPR), First-Aid (FA) and Bloodborne Pathogens (BBP) classes	
*Residents	
First-Aid only	\$30.00
CPR only	\$30.00
BBP	\$20.00
Combo CPR & FA	\$30.00
Non-Residents	
First-Aid only	\$40.00
CPR only	\$40.00
BBP	\$40.00
Combo CPR & FA	\$40.00

* (includes individuals currently employed at a business located within the City of Buckley who are taking a community offered class as a requirement of their employment will be charged the Resident fee)

Ambulance Event Standby Fees (hourly rate charged portal-to-poortal; overtime rate (x1.5) applies for each hour after twenty-four hours)

BLS Ambulance	\$112.60 per hour
ALS Ambulance	\$142.46 per hour

3.434.020

Ambulance Service Fees

Basic Life Support (BLS)	
Non-Emergency	
Per Patient Call	\$650.00
Plus mileage charge of \$17.25/loaded patient mile	+ mileage charge (left)
Emergency Response	
Per Patient Call	\$725.00
Plus mileage charge of \$17.25/loaded patient mile	+ mileage charge (left)
Advanced Life Support (ALS)	
Emergency Response Level 1	
Per Patient Call	\$930.00
Plus mileage charge of \$17.25/loaded patient mile	+ mileage charge (left)

	Emergency Response Level 2 Per Patient Call	\$1,050.00	
	Plus mileage charge of \$17.25/loaded patient mile		+ mileage charge (left)
3.50.040	Impact fee for parks and recreation facilities.		
	Single-family homes (includes duplexes)	\$1,624.70	
	Multiple-family residential (Includes ADU's)	\$1,331.52	
3.50.050	Impact fee for the White River School District.		
	Single-family homes (includes duplexes)	\$3,770.00	
	Multiple-family residential (Includes ADU's)	\$2,000.00	
3.50.060	Impact fee for street facilities.		
	Single-family homes (includes duplexes)	\$6,074.00	
	Multiple-family residential (Includes ADU's)	\$4,243.00	
	Commercial/Industrial		Per Comprehensive Plan Appendix E
Title 4	<u>Cemetery</u>		
4.20.020	Cemetery		
	Grave Sites		
	Regular Lots	Price	Endowment Fee
	Adult Size Lots	\$1,275	\$225
	Upright Monument Lots	\$2,550	\$450
	Child Size Lots	\$255	\$45
	Urn Lots		
	In-Ground Urn Lot	\$510	\$90
	Urn Garden Lots (The Ridge)		
	Dogwood Section (Single ground plot)		
	In-Ground Urn Lot	\$765	\$135
	Alder, Birch & Cedar Sections (Double ground plot)		
	In-Ground Urn Lot	\$1,190	\$210
	Bench Plots (Up to 4 Urns)*		
	Space for Bench (Must add cost of bench)	\$1,318	\$233
	* Note: Bench Plots are designated by the Cemetery Caretaker within the Ridge Area and require purchase of bench, foundation, and installation from the cemetery maker office. Each additional inurnment and inscription will be charged separately at current pricing at time of need.		
	Niche Wall Containers (Old Glory Niche Pavilion)		
	Niche (Top Row)		
	Single Niche Space	\$1,530	\$270
	Niche (2nd & 3rd Rows)		
	Single Niche Space	\$1,360	\$240
	Extended Land Use (each) **	50% of lot Price	15% of Extended Use
			Price + Fee
	**Note: Cremated remains may be interred upon an existing single grave when the individual remains to be interred are related to the lot owner. Number of second right usages allowed to be interred on a single grave site shall be limited pursuant to BMC 4.20.060.		
Title 6	<u>Business License</u>		
6.04.055	Fee Wavier		Subject to 6.04.055
6.04.070	Temporary business license	\$50.00	
New	Special Event License (3 day) *		
	0 - 15 Vendors	\$100.00	
	16 - 30 Vendors	\$150.00	
	31 Vendors and Above	\$250.00	

*Note: In addition to the license fee listed above the special event applicant shall pay to the city all additional costs incurred by the city that are associated with the event, including security and law enforcement, traffic control, street closures, street & parking lot sweeping, garbage pickup, cans, etc. Hourly rates for determining fee will be based on the rates listed in BMC 20.01.268 below.

Saturday Plateau Market License (Summer Season)

- Fee without City utilities	\$25.00
- Fee with City utilities	\$30.00

6.04.110

Business License

In-town business license	\$75.00
Out-of-town business license	\$75.00
Annual Renewal (Due in Conjunction with Renewal of State Business License)	\$50.00
Penalty - Late Renewal (Imposed 30 days after Renewal Date)	\$100.00

6.50.070

Special Event Permit

See 6.04.070 above

Title 8

Utilities

8.12.070

Payment of fees

The charges of refuse collection and disposal shall be compulsory. All charges and/or fees for refuse collection and disposal are due and payable at the office of the city administrator by the fifteenth of every month (due date). If payment is not received within five (5) days of the due date, the account shall become delinquent. On or about the first of every month a notice shall be sent to the customer noting the balance due, including any penalties and interest. After the city sends a notice of delinquency on the account, the customer must pay any delinquent amounts within 15 days or unpaid amounts shall become a lien against the property as authorized under RCW 35.21.130. Any account that has been deemed delinquent shall be assessed a late penalty of 5 percent of the delinquent amount.

8.12.080

Garbage Rates (per month)

Cans-	2019	2020
10 Gallon Cart	\$20.46	\$20.76
20 Gallon Cart	\$25.97	\$26.36
35 Gallon Cart	\$30.97	\$31.44
65 Gallon Cart	\$54.20	\$55.01
95 Gallon Cart	\$85.17	\$86.45
Each additional 50' maximum can walk-in	\$26.42	
Extra garbage tag	\$7.59	\$7.70
Additional Recycling Cart (65 or 95 gal)	\$0.00	\$13.40

Commercial Container Service-

1 yard once a week	\$131.02	\$132.99
1 yard twice a week	\$286.25	\$290.54
1-1/2 yards once a week	\$175.87	\$178.51
1-1/2 yards twice a week	\$361.82	\$367.25
2 yards once a week	\$229.24	\$232.68
2 yards twice a week	\$473.05	\$480.15
2 yard three times a week	\$702.46	\$713.00
4 yards once a week	\$464.27	\$471.23
4 yards twice a week	\$948.35	\$962.57
4 yard three times a week	\$1,408.25	\$1,429.37
6 yards once a week	\$643.60	\$653.26
6 yards twice a week	\$1,323.97	\$1,343.83
6 yard three times a week	\$2,004.00	\$2,034.06
4 yard compactor (customer owned)	\$1,842.30	\$1,869.94
1 yard extra pickup on regular route	\$36.77	\$37.32
1-1/2 yards extra pickup on regular route	\$47.52	\$48.23
2 yards extra pickup on regular route	\$62.17	\$63.11
4 yards extra pickup on regular route	\$120.00	\$121.80
6 yards extra pickup on regular route	\$177.15	\$179.80

Special Services-

Special pickup (minimum one hour)	\$119.41	\$121.20
Plus tipping fee of \$167.38 per ton		
	+ Tipping Fee (Left)	
Bulk pickup (minimum one yard)	\$34.79	\$35.31
Connect/reconnect fee on customer - Owned compactors	\$21.90	\$22.23
Yard Waste - One 90-gallon toter	\$10.57	\$10.73
Re-delivery fee toter	\$31.69	\$32.16
Return Trip	\$0.00	\$32.16

Multi-Family Recycling -

90-gallon cart	\$13.34	\$13.54
2 yd once a week	\$59.13	\$60.02

Title 9	<u>Animals</u>	
9.10.080	Licenses	
	Unaltered - not sterilized, spayed or neutered - dogs or miniature pigs	\$30.00 per year; seniors age 60 and older, \$15.00 per year.
	Altered - Sterilized, spayed or neutered - dogs or miniature pigs	\$20.00 per year; seniors age 60 and older, \$10.00 per year.
	Identification Tags "only"	\$15.00; seniors age 60 and older, \$10.00.
	Replacement of metal tags	\$5.00
	Exemption from Fee	Guide or Service Dogs
9.30.025	Impoundment: Redemption Fees	
	Daily Maintenance Fee	\$12.00/day
	Redemption Fee	
	First Impound of Animal	\$50.00
	Second Impound of Animal	\$75.00
	Third or Greater Impound of Animal	\$100.00
	Total Fee consists of both Redemption and Daily Maintenance Fee	
9.25.030	Kennel License	\$50.00
	Annual Renewal Fee	\$50.00
Title 10	<u>Public Peace Safety & Morals</u>	
10.84.295	Parks and Recreation Department Fees	
	Facility Rental Fees	
	Multi-Purpose Center	
	Hourly Rate (2 hour minimum)	
	- resident	\$30.00
	- nonresident	\$35.00
	Daily rate (8 hours or more)	
	- resident	\$240.00
	- nonresident	\$280.00
	+ cleaning fee (non-refundable)	\$25.00
	+ damage deposit	\$200.00
	Commercial kitchen only (Mon-Fri)	
	Hourly Rate (per user - no minimum)	
	- resident	\$10.00
	- nonresident	\$25.00
	Daily rate (8 hours or more)	
	- resident	\$80.00
	- nonresident	\$200.00
	+ cleaning deposit (refundable)	\$50.00
	Youth Activities Center	
	Short Term Rentals	
	Hourly Rate (2 hour minimum)	
	- resident	\$50.00
	- nonresident	\$55.00
	Daily rate (8 hours or more)	
	- resident	\$300.00
	- nonresident	\$340.00
	+ cleaning fee (non-refundable)	\$25.00
	+ damage deposit	\$200.00
	Party Rental (90 min. hosted party)	
	- resident	\$100.00
	- nonresident	\$110.00
	Additional 30 min. Rate	\$12.50
	+ cleaning fee (non-refundable)	\$25.00
	Long Term Rentals (Requires Rental Agreement)	
	Weekly Rate (Mon-Fri 8-2)	\$500.00
	Monthly Rate (Mon-Fri 8-2)	\$1,612.00
	Partial Periods	\$1.18/mo/sq ft of space used*
	Annual Rate (Mon-Fri 8-5)	TBD

*Note: Space used encompasses the entire area of any portion occupied in a room that is not considered as storage and/ or a closet. As an example, use of a small portion of a space (i.e. office, common area, meeting room, etc.) will constitute use of the entire area. Space used in storage area(s) or closet encompasses only the area used and/ or occupied in the room/area. Use of kitchen and restroom facilities will be detailed in the Rental Agreement

Recreation Program Fees**

Youth Classes/Programs	TBA - Instructor Cost, supply cost, plus 20%*
Adult Classes/Programs	TBA - Instructor Cost, supply cost, plus 20%*
Family Classes/Programs	TBA - Instructor Cost, supply cost, plus 20%*
Drop In Classes	TBA - Drop In Rate plus 20%*

*Note: **Contract Instructors** - Any contract instructor charging for their services or classes is required to pay the City of Buckley 20% of all program enrollment fees he/she charges. The instructor is responsible for providing their own class supplies and needed materials.

**Note: In addition to class and program fees listed above, anyone desiring to participate in programs and/or classes offered through the Youth Center must be a active member of the Youth Center and ensure that all membership fees and/or charges have been paid.

Veteran's Monument Commerative Bricks* \$50.00

*Note: Price includes 3 lines of text up to 16 characters per line.

10.90.030 Recovery Costs for Emergency Response Washington State Association of Fire Chiefs (WSAFC) Rate Schedule

Title 11 Traffic Code

11.48.040 RV Trailer Use Permit (14 days) \$25.00

Title 12 Environment

12.04.350 (A) Threshold Determination. Intake Fee \$70.00 Deposit Fee \$375.00

*Note: The total fee for which the applicant is responsible shall be the amount of the actual costs incurred by the city during the threshold determination process (see BMC 20.01.268)

The services described in subsections (a) through (c) of this section shall include those rendered with respect to both an initial checklist and any revised one which includes mitigating measures. The total fee calculated in subsections (a) through (c) of this section and charged to the applicant shall be reduced by the amount of the previously paid \$375.00 deposit fee. Prior to issuance of the city's threshold determination, the applicant shall remit to the city the amount of the city's actual costs, if any, which exceeds the \$375.00 deposit fee. If the fee exceeds the city's actual costs, the city shall promptly refund the balance to the applicant.

(B) Declaration of Significance and Environmental Impact Statement (EIS): in addition to the amount collected for the threshold determination the applicant shall pay the amount from Table 12.04 below:

Table 12.04

<u>Project Valuation</u>	<u>Fee</u>
\$0 to \$10,000,000	\$4,436 for the first \$1,000,000 plus \$1.88/\$1,000 or fraction thereof for all over \$1,000,000
\$10,000,001 to \$20,000,000	\$21,356 for the first \$10,000,000 plus \$1.63/\$1,000 or fraction thereof for all over \$10,000,000
\$20,000,001 to \$30,000,000	\$37,656 for the first \$20,000,000 plus \$1.40/\$1,000 or fraction thereof for all over \$20,000,000
\$30,000,001 to \$40,000,000	\$51,656 for the first \$30,000,000 plus \$1.22/\$1,000 or fraction thereof for all over \$30,000,000
\$40,000,001 to \$50,000,000	\$63,856 for the first \$40,000,000 plus \$0.98/\$1,000 or fraction thereof for all over \$40,000,000
\$50,000,001 to \$75,000,000	\$73,656 for the first \$50,000,000 plus \$0.71/\$1,000 or fraction thereof for all over \$50,000,000
\$75,000,001 to 100,000,000	\$91,406 for the first \$75,000,000 plus \$0.50/\$1,000 or fraction thereof for all over \$75,000,000
\$100,000,001 and over	\$103,906

Fifty percent of the fees shall be collected prior to the initiation of scoping, and the remaining 50 percent shall be collected prior to distribution of the draft environmental impact statement. Alternatively, the planning director may determine that the city will contract directly with a consultant, for preparation of an EIS or a portion of an EIS, for activities initiated by some persons or entity other than the city and may bill such costs and expenses directly to the applicant. The city may require the applicant to post bond or otherwise ensure payment of such costs in a manner satisfactory to the city, prior to any work being commenced upon the EIS.

(C) If a proposal is modified so that an EIS is no longer required or the proposal is withdrawn or canceled, the applicant shall remain responsible for payment of the city's actual costs incurred prior to its receipt of a written cancellation or withdrawal notification.

12.08.050	Critical Areas Permit - No Critical Areas Present - Critical Areas Present, but No Impact - Waiver - Critical Areas May Be Affected by Proposal	Intake Fee \$70.00 \$70.00 \$70.00	Deposit Fee \$125.00 \$425.00
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*Note: The total fee for which the applicant is responsible shall be the amount of the actual costs incurred by the city during the critical areas review process (see BMC 20.01.268)

Title 13 Streets & Sidewalks Intake Fee Deposit Fee

13.25.040	Street Vacation Petition	\$70.00	\$250.00
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*Note: The total fee for which the applicant is responsible shall be the amount of the actual costs incurred by the city during the review process (see BMC 20.01.268)

13.35	Franchise Application Deposit	\$0.00	\$2,500.00
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*Note: The total fee for which the applicant is responsible shall be the amount of the actual costs incurred by the city during the review process (see BMC 20.01.268)

13.35.120 Right-of-way Use Permit Fees

 Type A: Short-Term Use Permit.

- Regular	\$50.00
- Additional*	*See Note

*Note: Use of portions of right-of-way for special events such as those listed in BMC 13.35.080 (A)(3) may be assessed additional charges for City services and equipment including but not limited to overtime incurred by city personnel, the use of police officers and public works employees for traffic and crowd control, pickup and delivery of traffic control devices, picnic tables, extraordinary street sweeping, and any other needed, requested or required city service and the cost of operating city equipment to provide such services.

 Type B: Disturbance of Right-of-Way Permit

Minor - Application Fee (nonrefundable base fee)*	\$100.00
Major - Application Fee (nonrefundable base fee)*	\$500.00

*Note: The permit applicant shall pay to the city all costs incurred by the City that are associated with processing the proposals and/or permits, including consultant costs. City and consultant reimbursables include, but are not limited to staff time for application review, assessment, engineering, plan review, inspections, traffic control, legal, secretarial, administrative costs, cost of publications, and other city processing costs; provided, however, that no charge will apply for one preapplication meeting. City will notify the applicant, in writing, of the applicability of hourly charges for further consultation on a project after the pre-application meeting.

- Repair and Replacement Charges.	*See Note
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*Note: If the City should incur any costs in repairing or replacing any property as the result of the permittee's actions, the costs of repair and replacement will be charged to the permittee. These charges will be for the actual costs to the City.

 Type C: Long-Term Use Permit

- Application Fee (nonrefundable base fee)*	\$250.00
- Use Fee.	A use fee will be established which incorporates the value of the land used and the length of the use.

 Type D: Franchised Utility Routine Maintenance Permit

- Regular	\$250.00
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 Fee Waiver or Exemption Subject to BMC 13.35.120 and Administrator Review and Approval

Title 14 Water & Sewers

14.04.080	Waterline Connection * or the actual cost of labor and material expended as required in making the connection, whichever is greater. Inspection Fee Water Meter, Setter and Vault Fee	\$840.00/connection * Cost (see 20.01.268) Cost of Components
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14.04.130 Water rates and charges
A. 1. For the base (minimum) service, including water usage from zero to 200 cubic feet per month according to meter size and location within the corporate limits of the city:

	2019	2020
Meter Size	Within City	Within City
Up to 3/4"	\$24.42	\$25.64

1"	\$30.96	\$32.51
1-1/2"	\$44.50	\$46.73
2"	\$66.87	\$70.21
3"	\$99.29	\$104.25
4"	\$161.06	\$169.11
6"	\$310.69	\$326.22
8"	\$761.19	\$799.25
10"	\$1,865.24	\$1,958.50
12"	\$4,569.17	\$4,797.63

2. Users outside the city limits shall pay the monthly charges set forth in subsections A(1) and B(1) of this section plus a surcharge of 20 percent of the total charge.

B. 1. For usage above 200 cubic feet, the following rates are imposed for each 100 cubic feet of usage according to location within or without the corporate limits of the city:

The consumption charge per 100 cubic feet (CCF), or any part thereof used, shall be as follows:

Effective Beginning		1/1/2019	1/1/2020
Winter			
Single-family & Multifamily residential	2 - 7 CCF	2.09	2.09
	7.01 - 15 CCF	2.50	2.50
	Over 15 CCF	2.99	2.99
Commercial/Industrial		2.19	2.19
Schools		2.07	2.07

Winter rates will be reflected on bills covering October 1st through May 31st

Summer			
Single-family & Multifamily residential	2 - 7 CCF	2.09	2.09
	7.01 - 15 CCF	2.77	2.77
	Over 15 CCF	3.62	3.62
Commercial/Industrial		2.19	2.19
Schools		2.19	2.19

Summer rates will be reflected on bills covering June 1st through September 30th

C. Multiple Residential Units.

1. The water availability charge for a connection serving multiple residential units shall be the availability charge set forth above, multiplied by the number of dwelling units connected to the meter, as follows:

- Each duplex unit will be billed as though separately connected to the water main, based on 3/4" meter rates.
- In the case of apartment/trailer courts having one meter, each unit will be billed as though separately connected to the water main, occupied or not, based on 3/4" meter rates.
- In the case of building lots which have been granted a use permit to allow more than one dwelling on one service meter, each dwelling unit will be billed as though separately connected to the water main, based on 3/4" meter rates.

2. There shall be only one water meter for each building housing multiple residential units.

D. Multiple Commercial and Industrial Buildings. Where all commercial or industrial buildings connected to a single service are used in the same business under single management, billing shall be made as for a single building.

E. Special Use Charge. Special purpose use of water from fire hydrants or stand pipes shall be \$50.00 plus \$2.33 per 100 cubic feet for all water used inside the city limits and \$60.00 plus \$2.79 for all water used outside the city limits.

F. In the event a customer is not connected to a meter service, or a meter has broken, become out-of-order or fails to accurately meter actual water usage, the customer shall be charged the base or minimum charge, together with an estimated charge for the water used at the premises, based upon the average usage for the corresponding month of the preceding year, averaged over a three-month period including the preceding and following month. In the event there is no prior history for the preceding year, the charge shall be based upon the average water usage for the month for all customers of the municipal water supply system in the same service class.

14.04.150 Shut-Off/Dispatch Fee \$25.00/Water
Payment of Fees

All charges and/or fees for water service are due and payable at the office of the city administrator by the fifteenth of every month (due date). If payment is not received within five (5) days of the due date, the account shall become delinquent. On or about the first of every month a notice shall be sent to the customer noting the balance due, including any penalties and interest. After the city sends a notice of delinquency on the account, the customer must pay any delinquent amounts within 15 days or services may be disconnected. Any water service account that has been deemed delinquent shall be assessed a late penalty of 5 percent of the delinquent amount. The utility billing clerk shall, not later than the fifteenth day of each following month, furnish to the public works director a list of all meters in which water service accounts are delinquent.

After water service accounts become delinquent, the public works director shall cause to be shut off the service to the premises affected by such delinquency, and the water service shall not be turned on again until all, or if less, at least four months of delinquent charges, interest and fees, including a fee established by resolution of the city council for the cost of issuing the shut-off notice and dispatching the city crew, is paid in full to the city administrator's office.

14.04.320	Water System - General Facility Charge	2019	2020
	For each single-family residence	\$6,820.45	\$6,885
	For each multi-family and/or accessory dwelling	\$5,115.34	\$5,164
	For all other uses	\$6,885/each equivalent residential unit	

*Each "equivalent residential unit" means 265 gallons per day; provided, that every use shall be assumed to be at least one equivalent residential use. Gallons per day for any use shall be established by reference to the city of Buckley sewer flow factors - BMC 14.10.016(2), Table 14.10.016. The general facility charges for the water system identified in this section will be automatically increased each year on January 1st, compared to the prior year, by the percentage reflected in the Seattle ENR Construction Cost Index (CCI).

145.05.060 Standard Charges For Backflow Prevention Services Performed by the City shall be:

Initial inspection of backflow prevention assemblies..... No Charge

Re-inspection of backflow prevention assemblies not installed as required by the City.....\$35.00 for the first assembly and \$25.00 for each additional assembly at the same address and on the same date.

Mailing reminder notices to customers that have not provided acceptable proof of the annual testing of backflow prevention assemblies\$35.00 for each additional notice mailed for each month past due.

Mailing reminder notices to customers who did not install backflow prevention assemblies as required by the City.....\$35.00 for each additional notice mailed

14.06.150	Sewer-	
	Residential building sewer permit	\$70.00
	Commercial building sewer permit	\$70.00
	Industrial building sewer permit	\$100.00

14.08.030 (A) Sewer Connection Charge \$873.70/connection*
 * or the actual cost of labor and material expended as required in making the connection, whichever is greater.
 Inspection Fee Cost (see 20.01.268)

(B) Rates Designated	2019
For a single-family residence	\$77.99/month
for multi-family and/or accessory residences	\$65.89 per unit, per month
For mobile homes	\$77.99/month
Senior Housing Units per Table 14.10.016 (5)	\$19.50 per unit, per month
Non-System Sewage Disposal	\$275.66/105 cubic feet
	\$77.99/900 cubic feet
Commercial users	+\$3.05/100 cubic feet excess

(C) Users outside the city limits shall pay the monthly charges set forth in subsections A and B of this section plus a surcharge of 20 percent of the total charge.

14.08.040 Payment of Fees

All charges and/or fees for sanitary sewage disposal services are due and payable at the office of the city administrator by the fifteenth of every month (due date). If payment is not received within five (5) days of the due date, the account shall become delinquent. On or about the first of every month a notice shall be sent to the customer noting the balance due, including any penalties and interest. After the city sends a notice of delinquency on the account, the customer must pay any delinquent amounts within 15 days or service may be disconnected. Any sanitary sewage disposal service account that has been deemed delinquent shall be assessed a late penalty of 5 percent of the delinquent amount. The utility billing clerk shall, not later than the fifteenth day of each following month, furnish to the public works director a list of all sanitary sewage disposal service accounts that are delinquent.

After sanitary sewage disposal service accounts become delinquent, the public works director shall cause to be shut off water service to the premises affected by such delinquency and the water service shall not be turned on again until all, or if less, at least 12 months of delinquent charges and fees, including a fee established by resolution of the city council for the cost of issuing the shut-off notice and dispatching the city crew, shall be paid in full to the city administrator's office.

14.10.016	Sanitary Sewer- General Facility Charge	2019	2020
	For each single-family residence	\$8,499.98	\$6,100
	For each multi-family and/or accessory dwelling	\$6,374.13	\$4,575
	For all other uses	\$8499.98/ea ERU*	\$6,100/ea ERU*

*Each equivalent residential unit means 265 gallons per day; provided, that every use shall be assumed to be at least one equivalent residential use. Gallons per day for any use shall be established by reference to the city of Buckley sewer flow factors - Table 14.10.016. The general facility charges for the sanitary sewer system identified in this section will be automatically increased each year on January 1st, compared to the prior year, by the percentage reflected in the Seattle ENR Construction Cost Index (CCI).

		Intake Fee	
14.14.050	Utility Latecomer's Agreements	\$500 Nonrefundable	
		*Plus	
14.14.070	Latecomer - Administrative fees and recording costs.	5% of Amount Proposed for	Collection
14.16.020	Low-Income Utility Discount Rates- Per BMC 14.16.020		
14.28.110	Storm Sewer Connection-	\$ 565 /connection*	
	* or the actual time and materials cost to connect the storm sewer, whichever is greater		
	Inspection Fee	Cost (see 20.01.268)	
14.28.120	Storm Sewer Monthly Service Charge	2020	
	Single-family residence	\$23.77/residence/month.	
	Multi-family and/or Accessory residences	\$15.69/residence/month.	
	Other	\$23.77/ESU*/month.	
	*ESU for Storm Sewer calculation is defined to mean 8,000 square feet of impervious surface area or 1 SFR		
14.28.125	Alternative commercial service charge.		
	Commercial developed parcels	\$23.77/business/month plus	\$23.77 for parking whether on-site or off-site
14.28.140	Surface water management utility general facilities charges-	2019 2020	
	Single-family residence	\$7,951.48	\$8,027
	Service unit	\$7,951.48/ESU*	\$8,027/ESU*
	*ESU for Storm Sewer calculation is defined to mean 8,000 square feet of impervious surface area or 1 SFR		
	The general facility charges for surface water management identified in this section will be automatically increased each year on January 1st, compared to the prior year, by the percentage reflected in the Seattle ENR Construction Cost Index (CCI).		
14.28.155	Payment of Fees		
	All surface water management utility service charges are due and payable at the office of the city administrator by the fifteenth of every month (due date). If payment is not received within five (5) days of the due date, the account shall become delinquent. On or about the first of every month a notice shall be sent to the customer noting the balance due, including any penalties and interest. After the city sends a notice of delinquency on the account, the customer must pay any delinquent amounts within 15 days. Any surface water management utility service account that has been deemed delinquent shall be assessed a late penalty of 5 percent of the delinquent amount.		
	Pursuant to RCW 35.67.200, et seq., the city shall have a lien for delinquent and unpaid stormwater sewer charges. A sewer lien shall be effective for a total not to exceed one year's delinquent service charges without the necessity of any writing or recording of the lien with the county auditor. Enforcement and foreclosure of any sewer lien shall be in the manner provided by state law. Interest on the unpaid balance shall be eight percent per annum or higher rate as authorized by law.		
Title 16	<u>Building and Construction</u>		
16.01.050	Land Disturbing Permit		
	<500 Cubic Yards (Lifetime Total)	\$50.00 (nonrefundable fee), plus actual cost of reviewing and processing	(see BMC 20.01.268)
	>500 Cubic Yards	\$250.00 (nonrefundable fee), plus actual cost of reviewing and	processing (see BMC 20.01.268)
	* plus SEPA Review		BMC 12.04.350
	*Note: The total fee for which the applicant is responsible shall be the amount of the actual costs incurred by the city during the land disturbing permit review process (see BMC 20.01.268)		
16.06.020	Building Permit Fees	Per BMC 16.06.020	
	** Established fees include the original review, permit, and related inspection(s) performed by the Building Department. This fee is based on one inspection and one re-inspection to verify compliance. Additional inspections for the same inspection type will be charged in accordance with the following:		
	Re-inspection	\$70.00	
	3rd and subsequent re-inspections	\$100.00 per inspection	

	Building Code Appeals	Per BMC 20.01
16.10.010	Temporary Dwelling Permit Fees	Per BMC 16.10.010
16.24.035	Fire Code Fees	Per BMC 16.24.035
	<u>Automatic Fire Sprinkler Systems **</u>	
	New System Installation	
	NFPA 13 System	\$325 per riser plus \$3.25 per sprinkler head
	NFPA 13D System	\$95 per living unit
	NFPA 13R System	\$300 per system up to 25 sprinkler heads and then add \$3.25 per sprinkler head for >25 sprinkler heads; plus \$60 per hose outlet
	Existing System Modifications	
	NFPA 13 System	\$95 up to 6 sprinkler heads plus \$3.25 per sprinkler head >6 heads
	NFPA 13D System	\$50 up to 6 sprinkler heads plus \$3.25 per sprinkler head >6 heads
	NFPA 13R System	\$95 up to 6 sprinkler heads plus \$3.25 per sprinkler head >6 heads
	<u>Automatic Fire Alarm Systems **</u>	
	New System Installation	\$112.50 plus \$2.25 per device ("device" includes each initiating and signaling appliance).
	Existing System Modifications	\$65 up to 10 devices plus \$2.25 per device >10 devices
	<u>Other Fire Protection Systems and Components **</u>	
	Commercial Cooking Hood & Duct Suppression System	\$195 - new installation (per system) \$45 - modifications to an existing approved system
	Fire Pumps	\$425 - per pump
	Standpipe System	\$350 - for up to 6 outlets plus \$60 per outlet >6
	Private underground fire service main	\$140 - new installation up to 100 lineal ft. plus \$0.50 per ft. >100 lineal ft.
	Private fire hydrant	\$85 - per fire hydrant
	Smoke Control Systems	\$85 - per shaft or plenum
	Pre-Engineered Fire Protection Systems	\$195 - new installation (per system) \$45 - modifications to an existing approved system
	Underground Storage Tank Decommission or Removal	\$95 - 500 gallons or less \$125 - 501 - 1,000 gallons \$225 - 1,001 - 3,000 gallons \$275 - >3,000 gallons
	Above ground fuel storage tank	\$125 - 1,000 gallons or less \$150 - 1,001 - 2,000 gallons \$200 - >2,000 gallons
	Underground fuel storage tank	\$175 - 1,000 gallons or less plus \$65 per dispensing station \$250 - 1,001 - 2,000 gallons plus \$65 per dispensing station \$300 - >2,000 gallons plus \$65 per dispensing station
	LP-Gas tank when installed for use as a dispensing station	\$175 - 1,000 gallons or less plus \$65 per dispensing station \$250 - 1,001 - 2,000 gallons plus \$65 per dispensing station \$300 - >2,000 gallons plus \$65 per dispensing station
	Electronic Access Gates	\$75 - per gate

Retail Fireworks Stand Permit (per year per stand)	\$100 – “For Profit” seller \$25 – “Non-Profit” seller (must be verified)
Pyrotechnic Fireworks Display	\$125 – per event
Marijuana Extraction System	\$350 – per system

** Established fees include the original review, permit, and related inspection(s) performed by the Fire Department. This fee is based on one inspection and one re-inspection to verify compliance. Additional inspections for the same inspection type will be charged in accordance with the following:

2nd re-inspection	\$100.00
3rd and subsequent re-inspections	\$250.00 per inspection

** One submittal will be processed under the initial permit, review and inspection fees. An hourly rate of \$70 per hour will be charged for additional review time for revisions that have already been plan reviewed, with a minimum one-hour charge.

Commercial Occupancy Annual Fire Safety Inspections

- Initial Inspection	No Charge
- First re-inspection	No Charge
- Second re-inspection	No Charge
- Third re-inspection	\$50.00
- Fourth and subsequent re-inspections	\$100.00

16.24.040	Fire Code Appeals	Per BMC 20.01
16.40	Manufactured Home Installation Fees	
16.40.040	Installation Permit	Per BMC 16.06.020(23)
16.40.040	Inspection Fees	Per BMC 16.40.050
16.80.040	Canopy Permit Fee	Per BMC 16.80.040

Title 17 Design and Construction Standards

17.08.010	Variance from Public Works Standards	Intake Fee
	Minor	\$70.00
	Major	\$250.00

*Note: The total fee for which the applicant is responsible shall be the amount of the actual costs incurred by the city during the variance review and approval process (see BMC 20.01.268).

Title 18 Subdivisions

	Intake Fee	Deposit Fee
18.37.010	Subdivision	
	Preliminary Subdivision	\$70.00 \$2,500 + \$150.00/acre
	Final Subdivision	\$70.00 \$1,500
	Short subdivision	\$70.00 \$1000 + \$150.00/acre
	Lot line Adjustment	\$70.00 \$475.00
	Binding Site Plan or Subdivision Amendment	\$70.00 \$1,500.00
	Pre-application Meeting Fee	See Title 20 Fees

*Note: The total fee for which the applicant is responsible shall be the amount of the actual costs incurred by the city during the subdivision, short subdivision, lot line adjustment or amendment review and approval process (to include construction of improvements and inspection) (see BMC 20.01.268)

Title 19 Zoning

19.25A	Small Wireless Facilities	Intake Fee	Deposit Fee*
	Single up-front application (includes up to five small wireless facilities)	\$50.00	\$500.00
	- each additional small wireless facility beyond five		\$100.00
	New pole (not a collocation) intended to support one or more small wireless facilities	\$50.00	\$1,000.00

The land use and/or permit applicant shall pay to the city all costs incurred by the city that are associated with processing the land use proposals and/or permits, including consultant costs. City and consultant reimbursables include, but are not limited to staff time for application review, assessment, engineering, inspections, legal, secretarial, administrative costs, cost of publications, and other city processing costs; provided, however, that no charge will apply for one preapplication meeting. City will notify the applicant, in writing, of the applicability of hourly charges for further consultation on a project after the pre-application meeting.

20.01.268	Review rates and costs.	Hourly Rates for Billing
	City Administrator	\$105.00
	Finance Director	\$80.00
	City Clerk	\$60.00
	Building Official	\$70.00
	Fire Marshall/Chief	\$95.00
	Assistant Fire Chief	\$75.00
	Firefighter	\$50.00
	Public Works Director	\$75.00
	Public Works Supervisor*	\$60.00
	WWTP Supervisor*	\$55.00
	City Planner	\$70.00
	Associate Planner	\$60.00
	Building Inspector	\$65.00
	Permit Coordinator*	\$50.00
	Administrative Assistant*	\$40.00
	Police Chief	\$95.00
	Assistant Police Chief	\$80.00
	Police Sergeant*	\$60.00
	Police Patrol*	\$55.00
	Community Services Officer	\$50.00
	Public Works Utility Systems Tech*	\$55.00
	Public Works Utility*	\$50.00
	City Engineer	per contract
	City Attorney	per contract
	Consultants	per contract
	Mailing(s)	actual cost
	Other	actual cost

*Note: Overtime rates for all covered employees will be calculated at 1.5 times the listed rate with a 2-hour minimum charge.



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: RES No. 20-__ Replacing City Policies for Filling Council Vacancies Cost Impact: \$ Fund Source: Timeline:	Agenda Date: February 25, 2020		AB20-024
	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			
Attachments: Resolution w/Exhibit			
SUMMARY STATEMENT: See findings in Resolution.			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS 2-19-2020			
RECOMMENDED ACTION: MOVE to Approve Resolution No. 20-05 Replacing City Policies for Filling Council Vacancies			
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 OF BUCKLEY, PIERCE COUNTY, WASHINGTON REPLACING THE 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 has been declared vacant; and

WHEREAS, on June 10, 2014, the City Council adopted Resolution 14-07 that established new policies and procedures for filling a City Council position that has been declared vacant; and

WHEREAS, at a City Council meeting on February 11, 2020, the City Council voted to suspend the current rules; and

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

WHEREAS, the City Council has filled a number of vacant seats utilizing the process outlined in Resolution 14-07 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 25th day of February 2020.

Pat Johnson, Mayor

ATTEST:

Treva Percival, City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

Posted: _____

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 Council member 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 Hold Elective Office

RCW 35A.12.050 - Vacancies

3.0 Appointment Process

A City Council position shall be officially declared vacant upon the occurrence of any of the causes of vacancy set forth in RCW 42.12.010. Under authority of RCW 42.12.070, the remaining members of the City Council are vested with the responsibility for appointing a qualified person to fill the vacant position.

The City Council should direct the City Clerk to begin the Council member appointment process and establish an interview and appointment schedule, so that the position is filled at the earliest opportunity. After the schedule is established, staff will notify applicants of the location, date, and time of the interviews.

Applications received by the deadline date and time will be copied and circulated to Council members.

4.0 Notifications and Scheduling

The notice of vacancy shall be posted on the City's website and published at least two times in the Courier Herald.

The City Council shall determine a regular meeting or set a special meeting for interviewing candidates and possibly appointing someone to the vacant position.

Interviews and the appointment process may be continued to another day if any Council member is not able to attend or if the selection process is not concluded.

5.0 Interviews

Each applicant shall be given ten minutes to introduce themselves and present their credentials and reasons for seeking appointment to the City Council. They shall also address the answers to these questions during their allotted time:

1. Why do you want to serve on the City Council?
2. What experiences, talents or skills do you bring to the City Council community that you would like to highlight.
3. Are there any regional issues or forums in which you have a particular interest or expertise? (e.g. transportation, water supply, human services, water quality, fiscal management, solid waste, parks & open space, etc.)
4. Do you want to serve on the City Council because of a particular local issue on which you want to work or are your interests more broadly distributed?

The City Council reserves the right to ask additional questions of candidates during the interview.

At the close of City Council questions, applicants will be afforded an opportunity to comment on any additional issues relevant to their candidacy.

The applicants' order of appearance will be determined by a random lot drawing.

6.0 Deliberations and Voting

Upon completion of the interviews, and as provided in the Open Public Meetings Act at RCW 42.30.110(1)(h), Council members may convene into Executive Session to evaluate the qualifications of the applicants. However, all interviews and final action appointing a person to fill the vacancy shall be in a meeting open to the public.

In open session, the Mayor shall ask for nominations from the Council members. No second to the motion is needed. Nominations are closed by a motion, a second and a majority vote of the City Council.

The Mayor may poll the City Council to ascertain that Council members are prepared to vote. The City Clerk shall proceed with a roll-call vote.

Nominations and voting will continue until a nominee receives a majority vote of the remaining Council members.

At any time during the election process, the City Council may postpone elections until another open meeting if a majority vote has not been received, or if one of the remaining Council members is not able to participate in a particular meeting.

The Mayor shall declare the nominee receiving the majority vote of all of the remaining Council members as the new Council member who shall be sworn into office at the earliest opportunity, or no later than the next regularly scheduled City Council meeting.

Under RCW 42.12.070(4), if the City Council fails to appoint a qualified person to fill the vacancy within 90 days of the occurrence of the vacancy, the authority of the City Council to fill the vacancy ends and the Pierce County Council is given the authority to fill the vacancy.



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Engineering Design and Preparation of Bid/Construction Documents for River Avenue Improvements	Agenda Date: February 25, 2020		AB20-025
	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 – 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		X
Attachments: TIB Consultant Agreement			
<p>SUMMARY STATEMENT: The City desires to employ the services of Gray & Osborne, Inc. to assist in the development of TIB funded improvements to the River Avenue corridor. Gray & Osborne will provide engineering and related services necessary to prepare preliminary and final plans, specifications, and cost estimates resulting in construction documents for the bid, award and construction of the following: The existing pavement will receive a 2-inch deep grind and overlay from curb to curb on approximately 1,400 linear feet of roadway on River Avenue from the north side of Jefferson Avenue to the south side of Main Street.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
<p>RECOMMENDED ACTION: MOVE to Approve the Consultant Agreement for Engineering Design and Preparation of Bid/Construction Documents for the River Avenue Improvements (Jefferson Ave. to Main Street)</p>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

III GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

IV TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V PAYMENT

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

VI SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

VII EMPLOYMENT

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.

- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 - 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

IX TERMINATION OF AGREEMENT

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination other corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

**X
CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

**XI
DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

**XII
VENUE, APPLICABLE LAW AND
PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

**XIII
LEGAL RELATIONS AND INSURANCE**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

**XIV
EXTRA WORK**

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.

- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

**XVII
CERTIFICATION OF THE
CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

**XVIII
COMPLETE AGREEMENT**

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XIX
EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By _____ By _____
Michael B. Johnson, P.E., President

Consultant Gray & Osborne, Inc. City of Buckley

EXHIBIT A-1 Certification of Consultant

Project No. 6-P-808(015)-1	City of Buckley
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I hereby certify that I am Michael B. Johnson, P.E. a duly authorized representative of the firm of Gray & Osborne, Inc. whose address is 1130 Rainier Avenue South, Suite 300, Seattle, Washington 98144 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City of Buckley, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

EXHIBIT B-1 Scope of Work

Project No.
6-P-808(015)-1

Describe the Scope of Work

INTRODUCTION

The City of Buckley (AGENCY) desires to employ the services of Gray & Osborne, Inc. (CONSULTANT), a qualified engineering consultant, to assist the AGENCY in the development of improvements to the River Avenue corridor. As such, the CONSULTANT shall provide engineering and related services necessary to prepare preliminary and final plans, specifications, and cost estimates (PS&E) resulting in construction documents for the bid, award, and construction of the following:

The existing pavement will receive a 2-inch deep grind and overlay from curb to curb on approximately 1,400 linear feet of roadway on River Avenue from the north side of Jefferson Avenue to the south side of Main Street. The project limits are shown below:



In addition, all curb ramps within the project limits will be brought up to current ADA standards.

The engineering and related services contemplated for this phase of the project (design/bid/award) will include topographic survey and mapping, identifying and mapping existing rights-of-ways, developing conceptual, preliminary and final PS&E documents, coordination with funding and regulatory agencies, as well as utilities, and school district, and assisting the AGENCY, as may be desired, with the bid and award phase. The engineering services also include construction management to include field inspection, construction staging, and construction administration.

As a non-TIB eligible schedule of work, the City intends to replace the existing waterline between the Post Office and Main Street with an 8-inch DI water main, as part of this project.

It is assumed that no cultural investigation is required.

It is assumed that no geotechnical investigation is required.

It is assumed no illumination design or utility undergrounding is included in the project.

It is assumed that no right-of-way acquisition or temporary rights-of-entry are required.

It is assumed that this project is exempt from SEPA and no environmental permits are required.

It is assumed that no stormwater analysis is required.

Our scope of work is more particularly described below.

Task 1 – Project Management

Objective: Provide overall project management of CONSULTANT resources, provide subconsultant management, monitor and manage budget, manage and oversee the schedule of deliverables, manage quality assurance/quality control (QA/QC) program, and provide client contact.

CONSULTANT Responsibilities

1. Contract execution, internal accounting, and auditing.
2. Internal resource management and prioritization of resources.
3. Oversee QA/QC reviews of engineering products to include constructability review, risk management assessment, and identification and pursuit of critical path items.
4. Preparation of monthly progress reports (to be submitted with monthly invoices).
5. Manage and oversee the schedule of deliverables.

Assumptions

1. CONSULTANT will provide standard CONSULTANT-formatted invoices identifying personnel, hours, and direct costs (mileage, printing, etc.). Invoices will be provided on a monthly basis.
2. CONSULTANT will transmit a monthly progress letter with each monthly invoice.

AGENCY Responsibilities

1. Review and process monthly invoices in a timely fashion.

Deliverables

1. Monthly reports identifying major work items completed during invoice period and identification of any impacts to the schedule of deliverables, scope, and/or budget.
2. Monthly invoices.
3. Original and/or courtesy copies of electronic mail, letters, photographs, etc., applicable to the development of the project.

Task 2 – Survey and Mapping

Objective: Establish vertical and horizontal control on AGENCY approved datum, and acquire topographical features suitable to support the design and mapping of project corridor. Identify existing right-of-way lines on River Avenue, within the project limits, and all intersecting public rights-of-way. Establish approximate property lines based on existing assessor maps.

CONSULTANT Responsibilities

1. Research and acquire public records of survey, plat maps, assessor maps, and related survey data as may be available from public agencies (Pierce County and AGENCY).
2. Establish vertical and horizontal control for survey and mapping at a scale of 1"=20' horizontal and 1"-5' vertical. Datum will be per AGENCY standards/requirements. Coordinate survey work with AGENCY Public Works Department. Provide (set or establish) a minimum of two survey control points for vertical and horizontal control within project area.
3. Order utility locates for existing utilities to be field marked prior to field survey.
4. Perform topographical survey of project corridor to include profiling (to back of sidewalk) of adjacent driveways. Acquire topographical data (including paint marks furnished by locates within right-of-way for mapping and design purposes. Acquire topographical data at all street intersection "legs." Topographical data shall include surface grades, pavement edges, utilities (visually obvious and/or painted surfaces during site survey), utility structures, hydrants, valves, fences, mailboxes, walls, major trees and significant landscaping, walkways, major grade breaks, and any other pertinent physical features, found in the project area deemed necessary to adequately map the project area for the purpose of designing a project of this nature.
5. Map survey data and show pertinent topographical features and existing right-of-way of River Avenue (within project limits). The map shall be suitable for use in preparing the project plans.

Assumptions

1. AGENCY may elect to notify abutting property owners within the project corridor and alert them of our survey work. The AGENCY will be provided an opportunity to notify property owners and the CONSULTANT shall give the AGENCY a 10-day minimum notice prior to commencing survey on site.
2. Access onto private properties will not be prevented in order to acquire the data described above. Where access is denied, this data shall not be acquired or mapped. CONSULTANT assumes survey can be performed on a continuous basis and not piecemealed due to multiple site visits caused by property owners preventing access.
3. The development and/or recording of a "Record of Survey" is not required or included in this scope of work.
4. AGENCY-approved horizontal and vertical control/datum is available and accessible within 1/4 mile of the project site.
5. It is the intent of the survey and mapping efforts to record and map all pertinent physical features and topography in order to facilitate the design of the project as currently contemplated. Existing utilities abandoned, or "private" utilities that are buried on the site, or unknowingly connect to existing "public systems" will not be shown unless they are discovered during the course of design (record drawings, potholing, unearthed).
6. No right-of-way acquisition, to include title reports, right-of-entry agreements, temporary construction easements, appraisals, appraisal reviews, market research, legal descriptions, deeds, negotiations or conveyance documents are included in this scope of work.

AGENCY Responsibilities

1. The AGENCY will support survey efforts regarding notification to and inquiries from private property owners.



- 2. The AGENCY'S Public Works Department will provide to the CONSULTANT any pertinent survey control information they may have in their possession.
- 3. The AGENCY will specify survey datum to be used for the project.

Deliverables

- 1. Copy of electronic field data collected for the project as well as copies of any survey notes, calculations, plat maps, assessor maps, etc., pertinent to the project.
- 2. Hard copy and electronic file of survey mapping products.

Task 3 – Project Coordination

Objective: Assist the AGENCY with coordinating the project with the Transportation Improvement Board, and other regulatory (environmental) and/or funding agencies, utilities and/or other significant stakeholders, as may be identified by the City.

CONSULTANT Responsibilities

- 1. Assist the AGENCY with processing paperwork and adhering to requirements regarding the use and expenditure of any grant funds.
- 2. Assist AGENCY in the preparation of TIB updated cost estimates for bid authorization and bid award.
- 3. Coordinate design efforts with utility owners of record regarding the design and future construction of the project.
- 4. Assist AGENCY in the coordination of this project during the design phase with any other significant "stakeholders" the AGENCY deems necessary.

Task 4 – Utility Data Acquisition

Objective: Acquire record drawings and map information from utility companies known to provide service in the project corridor.

CONSULTANT Responsibilities

- 1. Provide written requests for all utility companies known to provide utility service in the project area.
- 2. Review data provided by utility companies and incorporate into design products and future phases of the project as may be applicable.

Assumptions

- 1. Utility companies will provide requested information in a timely manner.

AGENCY Responsibilities

- 1. AGENCY to provide maps and pertinent information on existing infrastructure and contour mapping as may be available.

Deliverables

- 1. Upon AGENCY request, CONSULTANT will provide copy of any utility infrastructure record drawings or as-built drawings received from utility companies.

Task 5 – Preliminary Design

Objective: Use information generated in Tasks 1 through 4 to develop a preliminary designs for the proposed improvements for the AGENCY'S evaluation, review, and comment.

CONSULTANT Responsibilities

1. Develop a strip map of the project corridor plan view to include survey data and pertinent utility information. Mapping products will be used in development of conceptual design for proposed features to include pavement, concrete curb and gutter, curb ramps, and any storm improvements.
2. Develop a detailed cost estimate of the concept design for AGENCY review and comment.
3. Prepare preliminary (60%) plans, specifications and cost estimates for AGENCY and TIB review.

Assumptions

1. Strip maps will be prepared at 1"=20' full size and at scale suitable for inclusion in reports.
2. Plan and profile sheets will be at a scale of 1"=20' horizontal and 1"=5' vertical.
3. Specifications will be in WSDOT format referencing the 2020 Standard Specifications.

AGENCY Responsibilities

1. Provide timely review (and comment) of products generated and submitted for this task.

Deliverables

1. One full-size (1"=20') strip map with concept design shown.
2. Two copies of the preliminary (60%) plans, specifications and cost estimates.

Task 6 – Semifinal Design

Objective: Develop design/bid/construction documents to the 90 percent level based on preliminary design documents (60% complete).

1. Prepare and submit project specifications (two copies) to include proposal, contract, and bonding forms. The AGENCY shall be responsible for reviewing and approving the documents. Prepare and submit updated and detailed engineering construction cost estimate at interval listed above for AGENCY review.
2. Prepare two copies of preliminary plans/drawings (to include special details). The plans will incorporate applicable AGENCY comments and AGENCY design standards, WSDOT design standards, MUTCD standards, and AASHTO Manual guidelines. Where conflicts exist between standards, the AGENCY will provide direction or request the CONSULTANT's recommendation.

Deliverables

1. Two sets of 90 percent specifications.
2. Two sets of 90 percent project plans. Plan set will include title sheet, index sheet/legend/vicinity map/etc., site preparation/TESC plan sheets, curb ramp plan, typical "street" section sheets, paving (overlay) sheets, channelization and signing plan sheets, and miscellaneous detail sheets.

Task 7 – Final Design

Objective: Prepare final project plans, specifications, and cost estimates sufficient for bidding and constructing the project.

1. Send final plans and specifications to TIB for their approval to advertise.
2. Prepare and submit final project plans (two copies) to AGENCY to include incorporation of all previous applicable and relevant AGENCY comments. Revise contract documents to incorporate final AGENCY and TIB comments (as applicable).
3. Prepare and submit final project specifications (two copies) to include contract, proposal, bonds, and insurance requirements, per AGENCY review and direction. Incorporate revisions or all previous applicable and relevant AGENCY comments. Prepare final and detailed engineer's construction cost estimate.

Task 8 – Quality Assurance/Quality Control

Objective: Provide QA/QC reviews of engineering products to enhance overall quality of products. Prepare QA/QC review recommendations as further noted below.

1. Conduct two QA/QC reviews at 60 percent (preliminary design) and 90 percent (semi-final design) by key design team members to solicit comments, recommendations, and suggestions regarding engineering products, constructability issues, critical path items, risk management, and quality of product. AGENCY will be invited to participate.

Task 9 – Bid and Award Services

Objective: Assist AGENCY in bidding and award services.

1. Prepare bid advertisement(s) for publication for AGENCY review and use.
2. Upon AGENCY authorization and direction, prepare and transmit both electronic and hard copies of bid documents to AGENCY. Post bid documents to the Gray & Osborne, Inc. website where they may be downloaded free of charge by bidders, utilities and plan centers.
3. Prepare and post addenda as needed.

Deliverables

1. Electronic file of all plans and specifications and addenda (as may be applicable) to the AGENCY.
2. Hard copy of plans (four copies, two full size and two half size) and specifications (two copies) and cost estimates to include any addenda (as may be applicable) to AGENCY.

Task 10 – Preconstruction Meeting/Submittal Review

1. Assist AGENCY in contract execution (Contractor and AGENCY).
2. Organize and lead the preconstruction conference (prepare agenda, conduct meeting, and prepare meeting minutes), and issuing a formal Notice to Proceed. Coordinate with TIB.
3. Review Contractor's schedule, and provide comments to Contractor and AGENCY as applicable.
4. Evaluate Contractor's Schedule of Values for lump sum items and verify allocations are made in accordance with the requirements of the Contract Documents.
5. Review submittals. Review Contractor material and compaction testing reports.

Task 11 – Subcontractor Approval and Certified Payroll Review

1. Provide miscellaneous office support to include review of request to sublet forms, statement of intent to pay prevailing wages, certified payroll report; and other miscellaneous items to support Contractor inquiries, field activities, contract requirements, and AGENCY requests.

Task 12 – Survey Staking

1. Provide construction staking; office calculations; and contractor, construction and design team coordination.
2. File DNR permits for monument replacement.

Task 13 – Change Orders/RFI Response

1. Track, review and evaluate Request for Information from Contractor. Coordinate responses with TIB as required. Manage responses to RFIs.
2. Prepare up to two change orders. Represent the AGENCY's interest in negotiation of change order with the Contractor. Estimate and/or record quality measurements of material, equipment and manpower for determining costs for change orders. Prepare change orders for execution by the AGENCY and Contractor subject to approval of the AGENCY and TIB. This task does not include any work for new or additional design tasks nor additional survey work as may be related thereto depending on the nature of the change order. We have budgeted for up to two change orders.

Task 14 – Field Inspection/Reports

1. Provide on-site observation services to observe the progress of the work and determine, in general, that the work is proceeding in accordance with the Contract Documents and notify Contractor of non-compliance. Review means and methods employed by Contractor and materials delivered to the site.
2. Provide observation documentation to include: Inspector's Daily Report, Weekly Quantity Reports, Weekly Working Day Reports, and Daily Report of Force Account Worked. Confirm quantities for payment with Contractor in the field. The Resident Inspector will attend weekly construction meetings.
3. Establish communication with adjacent property owners and utility purveyors. Respond to questions from various stakeholders during the course of the project, particularly those visiting the construction site.
4. Conduct biweekly construction meetings with the Contractor, Owner, Owner's representative, various regulatory or funding personnel, utility purveyors, and other stakeholders deemed necessary to help facilitate construction and construction coordination. Note: the contract identifies a 25 work day construction period to substantial completion which equates to 5 weeks, or three weekly meetings.
5. At substantial completion, coordinate with the Agency and prepare a punchlist of items to be completed or corrected.

Task 15 – Pay Estimate Preparation

1. Prepare monthly progress estimates and review with Contractor and AGENCY.
2. Prepare project billings for submittal to TIB.

Task 16 – Project Closeout

1. Conduct project closeout paperwork to include punchlist walk through; Notice to Completion of Public Works Contract; final voucher, final closeout; and final billing form with Transportation Improvement Board (TIB).

Task 17 – Water System Improvements (Non-TIB Eligible)

Objective: Perform design work to include the replacement of an 8-inch DI waterline on River Avenue between the Post Office and Main Street, approximately 700 LF. Replace water services and fire hydrants.

1. Prepare water system improvements plans, add intertie details, add water system details.
2. Perform quantity takeoffs and cost estimates for this work to be included in a separate schedule of work, non-TIB eligible.
3. Write specifications for the water improvements to be included in the bid documents. Perform a QA/QC review of the water improvements.
4. Review water improvement submittals.
5. Perform field inspection and provide construction administration for the water system improvements.

Documents to be Furnished by the Consultant

- One copy each of Bid/Construction Documents, and Cost Estimates for Each Submittal Phase.
- One copy of Engineer's Construction Cost Estimate.
- One electronic copy (PDF) and two hard copies of final bid/construction documents, including bid addenda as applicable.

EXHIBIT C-2 Payment (Cost Plus Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for all work performed or services rendered and for all labor, materials, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

A. Actual Costs

Payment for all consulting services for this project shall be on the basis of the CONSULTANT's actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, and direct nonsalary cost.

1. Direct Salary Costs

The direct salary cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT.

2. Overhead Costs

Overhead costs are those costs other than direct costs which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT, under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The three options are explained as follows:

- a. **Actual Cost:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to maximum amount payable, authorized under this AGREEMENT, when accumulated with all other actual costs.
- b. **Actual Cost Not To Exceed Maximum Percent:** If this method is indicated in the heading of this AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT at the actual overhead rate verified by audit up to the maximum percentage shown in the space provided. Final overhead payment when accumulated with all other actual costs shall not exceed the total maximum amount payable shown in the heading of this AGREEMENT.
- c. **Fixed Rate:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

A summary of the CONSULTANT's cost estimate and the overhead computation are attached hereto as Exhibits D and E and by this reference made part of this AGREEMENT. When an actual cost overhead rate or actual cost not to exceed overhead rate is used, the actual overhead rate determined at the end of each fiscal year shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

The CONSULTANT shall advise the AGENCY as soon as possible of the actual overhead rate for each fiscal year and of the actual rate incurred to the date of completion of the work. The AGENCY and/or TIB may perform an audit of the CONSULTANT's books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Nonsalary Cost

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT applicable to this contract. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the Project, shall be an itemized listing of the charges supported by original bills or legible copies of invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be provided to the AGENCY upon request. All of the above charges must be necessary for services to be provided under this AGREEMENT.

4. Fixed Fee

The fixed fee, which represents the CONSULTANT's profit, is shown in the heading of this AGREEMENT under Fixed Fee. This fee is based on the scope of work defined in this AGREEMENT and the estimated man-months required to perform the stated scope of work. In the event a supplemental agreement is entered into for additional work by the CONSULTANT, the supplemental agreement may include provision for the added costs and appropriate additional fee. The fixed fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the monthly progress reports accompanying the invoices.

Any portion of the fixed fee earned by not previously paid in the progress payments will be cover in the final payment, subject to the provisions of Section IX, Termination of Agreement.

5. Maximum Total Amount Payable

The maximum total amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable, which includes the Fixed Fee, unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

B. Monthly Progress Payments

The CONSULTANT may submit invoices to the AGENCY for reimbursement of actual costs plus the calculated overhead and fee not more often than once per month during the progress of the work. Such invoices shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, General Requirements, of the AGREEMENT. The invoices will be supported by itemized listing and support document for each item including direct salary, direct nonsalary, and allowable overhead costs to which will be added the prorated Fixed Fee.

C. Final Payment

Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims of any nature which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

D. Inspection of Cost Records

The CONSULTANT and his subconsultants shall keep available for inspection by representatives of the AGENCY and/or TIB, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

EXHIBIT D-1a
Consultant Fee Determination Summary Sheet
 (Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by Tani Stafford, P.E.				Date January 23, 2020	
Project River Avenue Improvements (Jefferson Avenue to Main Street) – Design Phase					
Direct Salary Cost (DSC)					
Classification	Man Hours	x	Rate	=	Cost
Principal-In-Charge	17	x	\$40 to \$61	=	\$901
Project Manager	40	x	\$36 to \$61	=	\$2,080
Civil Engineer	110	x	\$28 to \$41	=	\$4,180
AutoCAD/GIS Tech./Engineering Intern	92	x	\$15 to \$40	=	\$3,036
Survey Crew (2 Person)	16	x	\$51 to \$68	=	\$944
Professional Land Surveyor	9	x	\$35 to \$46	=	\$405
TOTAL DSC					\$11,546
OVERHEAD (OH Cost including Salary Additives)					
OH Rate x DSC or 188.04% x \$11,546					\$21,711
FIXED FEE (FF)					
FF Rate x DSC or 42% x \$11,546					\$4,849
REIMBURSABLES					
Misc. Expenses, including mileage, per diem (room and board), Reproduction, etc.					\$594
SUBCONSULTANT COST (See Exhibit G) (including 10% Administrative Overhead)					\$0
TOTAL, DESIGN PHASE					\$38,700

EXHIBIT D-1b
Consultant Fee Determination Summary Sheet
 (Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by Tani Stafford, P.E.				Date January 23, 2020	
Project River Avenue Improvements (Jefferson Avenue to Main Street) – Construction Management Phase					
Direct Salary Cost (DSC)					
Classification	Man Hours		Rate		Cost
Principal-In-Charge	3	x	\$40 to \$61	=	\$159
Project Manager	36	x	\$36 to \$61	=	\$1,872
Civil Engineer	23	x	\$28 to \$41	=	\$874
AutoCAD/GIS Tech./Engineering Intern	26	x	\$15 to \$40	=	\$858
Survey Crew (2 Person)	16	x	\$51 to \$68	=	\$944
Resident Engineer	164		\$37 to \$51	=	\$6,232
Professional Land Surveyor	8	x	\$35 to \$46	=	\$360
TOTAL DSC					\$11,299
OVERHEAD (OH Cost including Salary Additives)					
OH Rate x DSC or 188.04% x \$11,299					\$21,247
FIXED FEE (FF)					
FF Rate x DSC or 42% x \$11,299					\$4,746
REIMBURSABLES					
Misc. Expenses, including mileage, per diem (room and board), Reproduction, etc.					\$1,408
SUBCONSULTANT COST (See Exhibit G) (including 10% Administrative Overhead)					\$0
TOTAL, CONSTRUCTION MANAGEMENT PHASE					\$38,700



EXHIBIT D-1c
Consultant Fee Determination Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by Tani Stafford, P.E.				Date January 23, 2020	
Project River Avenue Improvements (Jefferson Avenue to Main Street) – Water System Improvements – Design and Construction Management (Non-TIB Eligible)					
Direct Salary Cost (DSC)					
Classification	Man Hours		Rate		Cost
Principal-In-Charge	4	x	\$40 to \$61	=	\$212
Project Manager	24	x	\$36 to \$61	=	\$1,248
Civil Engineer	40	x	\$28 to \$41	=	\$1,520
AutoCAD/GIS Tech./Engineering Intern	16	x	\$15 to \$40	=	\$528
Resident Engineer	40		\$37 to \$51	=	\$1,520
TOTAL DSC					\$5,028
OVERHEAD (OH Cost including Salary Additives)					
OH Rate x DSC or 188.04% x \$5,028					\$9,455
FIXED FEE (FF)					
FF Rate x DSC or 42% x \$5,028					\$2,112
REIMBURSABLES					
Misc. Expenses, including mileage, per diem (room and board), Reproduction, etc.					\$285
SUBCONSULTANT COST (See Exhibit G) (including 10% Administrative Overhead)					\$0
TOTAL, WATER SYSTEM IMPROVEMENTS					\$16,880
GRAND TOTAL					\$94,280

EXHIBIT D-2
Consultant Fee Determination Summary Sheet
 (Specific Rates of Pay)
FEE SCHEDULE

Discipline or Job Title	Hourly Rate	Overhead 188.04%	Profit 42%	Rate Per Hour
AutoCAD/GIS Tech./Engineering Intern	\$15-\$40	\$28.21-\$75.22	\$6.30-\$16.80	\$49.51-\$132.02
Electrical Engineer	\$36-\$57	\$67.69-\$107.18	\$15.12-\$23.94	\$118.81-\$188.12
Structural Engineer	\$33-\$51	\$62.05-\$95.90	\$13.86-\$21.42	\$108.91-\$168.32
Environmental Tech./Specialist	\$25-\$42	\$47.01-\$78.98	\$10.50-\$17.64	\$82.51-\$138.62
Civil Engineer	\$28-\$41	\$52.65-\$77.10	\$11.76-\$17.22	\$92.41-\$135.32
Project Engineer	\$36-\$45	\$67.69-\$84.62	\$15.12-\$18.90	\$118.81-\$148.52
Project Manager	\$36-\$61	\$67.69-\$114.70	\$15.12-\$25.62	\$118.81-\$201.32
Principal-in-Charge	\$40-\$61	\$75.22-\$114.70	\$16.80-\$25.62	\$132.02-\$201.32
Resident Engineer	\$37-\$51	\$69.57-\$95.90	\$15.54-\$21.42	\$122.11-\$168.32
Field Inspector	\$25-\$44	\$47.01-\$82.74	\$10.50-\$18.48	\$82.51-\$145.22
Field Survey Crew (2 Person)	\$51-\$68	\$95.90-\$127.87	\$21.42-\$28.56	\$168.32-\$224.43
Field Survey Crew (3 Person)	\$80-\$93	\$150.43-\$174.88	\$33.60-\$39.06	\$264.03-\$306.94
Professional Land Surveyor	\$35-\$46	\$65.81-\$86.50	\$14.70-\$19.32	\$115.51-\$151.82
Secretary/Word Processor*	N/A	N/A	N/A	N/A

* Secretarial and clerical fees are not billed, but are included in the overhead multiplier listed. The same is true for accounting, bookkeeping, postage, in-house printing up to \$150, word processing, computer use, computer-aided drafting, and telephone and fax costs.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.58 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

EXHIBIT E-1
Breakdown of Overhead Cost

GRAY & OSBORNE

COMPUTATION OF OVERHEAD MULTIPLIER

Federal, State, and Local Taxes	21.62%
Insurance and Medical	23.93%
Professional Development and Education	0.74%
Sick Leave, Vacations and Holidays	14.58%
Administration (Typing, CADD, GIS, Computer)**	40.89%
Rent, Utilities, and Depreciation	20.26%
Office Expenses, Support and Maintenance	5.64%
Travel	2.08%
Retirement and Incentive Program	58.15%
Facilities Cost of Capital	0.15%
 TOTAL:	 188.04%

**Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

EXHIBIT F-1
Payment Upon Termination of Agreement
by the Agency Other than for Fault of the Consultant
(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

EXHIBIT G-1 Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

None.



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Amendment to the Employment Agreement Between the City of Buckley, Washington and Alan Predmore Cost Impact: \$ Fund Source: Timeline:	Agenda Date: February 25, 2020		AB20-026
	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		X
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Leticia Wallgren		
	Police Dept – Chief Arsanto		
Municipal Court – Jessica Cash			
PW/Utilities – Chris Banks			
Attachments: Amendment			
SUMMARY STATEMENT: This Amendment is just to bring the Fire Chief in line with the same benefits as the Police Guild offers its Chief and Asst. Chief.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOVE to Approve the Amendment to the Employment Agreement with Fire Chief Predmore.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

1 AN AMENDMENT TO THE EMPLOYMENT AGREEMENT
2 BETWEEN THE CITY OF BUCKLEY AND ALAN PREDMORE
3

4 WHEREAS, the City of Buckley and Alan Predmore mutually agreed to terms
5 established in the written Employment Agreement entered into the 11th day of July
6 2013, between the City of Buckley (“City”) and Alan Predmore (“Employee”); and
7

8 WHEREAS, there have been no prior revisions or amendments to the original
9 agreement; and
10

11 WHEREAS, the City of Buckley and Alan Predmore desire to amend the original
12 agreement as follows:
13

14 Amend Section 4 of the agreement by deleting the last sentence as follows:
15

16 **Section 4. Salary Compensation.**

17 The City agrees to compensate Employee during the term of this contract
18 at a monthly salary equal to or greater than Range 10 – Step H of the
19 “2012 City Employee Salary Scale for Exempt Employees” and as this
20 scale may be amended upward by the City. ~~In addition to salary, the
21 Employee shall be compensated not less than a \$300 per calendar month
22 stipend while appointed as the Emergency Management Director of the
23 City.~~

24
25 Delete the existing Section 5 in its entirety:
26

27 ~~**Section 5. Benefits.** The Employee shall be provided the same benefits
28 and privileges’ as other full-time City employees classified as FLSA
29 Exempt; except that the Employee is entitled to accrue and carryover,
30 year to year, all unused vacation time to a maximum of 360 hours. The
31 Employee shall be compensated for all unused vacation & holiday leave
32 beyond the maximum amount. The Employee may exercise the option to~~

33 ~~see back unused vacation & holiday leave beyond the maximum amount,~~
34 ~~up to two times in each calendar year. Payment(s), if chosen, will occur in~~
35 ~~June and/or December of the year in which the request is submitted.~~

36
37 And add a new Section 5 as follows:

38 **Section 5. Benefits.** The Employee shall be provided the same benefits
39 and privileges' as other full-time City employees classified as FLSA
40 Exempt; except that the Employee is entitled to accrue and carryover,
41 year to year, all unused vacation time to a maximum of 360 hours and
42 shall be subject to the sick leave compensation at retirement under the
43 terms of the most current Bargaining Unit Agreement between the Police
44 Officer's Guild and the City. The Employee shall be compensated for all
45 unused vacation & holiday leave beyond the maximum amount. The
46 Employee may exercise the option to sell back unused vacation & holiday
47 leave beyond the maximum amount, up to two times in each calendar
48 year. Payment(s), if chosen, will occur in June and/or December of the
49 year in which the request is submitted.
50

51
52 All other provisions of the original agreement remain in effect.

53
54 THIS AGREED UPON AMENDMENT shall be in full force and effective as of the date of
55 signature of both parties.

56
57
58 **CITY OF BUCKLEY** **EMPLOYEE**
59
60
61 By _____ By _____
62 Mayor Pat Johnson Alan Predmore
63
64 Dated: _____ Dated: _____



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Amendment to the Employment Agreement Between the City of Buckley, Washington and Eric Skogen Cost Impact: \$ Fund Source: Timeline:	Agenda Date: February 25, 2020		AB20-027
	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		X
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Leticia Wallgren		
	Police Dept – Chief Arsanto		
Municipal Court – Jessica Cash			
	PW/Utilities – Chris Banks		
Attachments: Amendment			
SUMMARY STATEMENT: This Amendment is just to bring the Asst. Fire Chief in line with the same benefits as the Police Guild offers its Chief and Asst. Chief.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOVE to Approve the Amendment to the Employment Agreement with Asst. Fire Chief Skogen.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

1 AN AMENDMENT TO THE EMPLOYMENT AGREEMENT
2 BETWEEN THE CITY OF BUCKLEY, WASHINGTON
3 AND ERIC SKOGEN
4

5 WHEREAS, the City of Buckley and Eric Skogen mutually agreed to terms
6 established in the written Employment Agreement, signed by both parties on January
7 14, 2015; and
8

9 WHEREAS, there have been no prior revisions or amendments to the original
10 agreement; and
11

12 WHEREAS, the City of Buckley and Eric Skogen desire to amend the original
13 agreement as follows:
14

15 Strike the existing Section 7 in its entirety:
16

17 ~~7. **Benefits.** The Employee shall receive the same medical benefits,
18 vacation accrual, holiday scheduling, and sick leave as those other city
19 employees classified as “exempt” and as provided for in accordance with
20 the City’s Personnel Policy, except that the Employee shall receive 96
21 hours of banked sick leave effective January 1, 2015, for future use
22 subject to Section 6.06 of the City’s Personnel Policy.~~

23
24 And add a new Section 7 as follows:
25

26 7. **Benefits.** The Employee shall be provided the same benefits and
27 privileges’ as other full-time City employees classified as FLSA Exempt;
28 except that the Employee is entitled to accrue and carryover, year to year,
29 all unused vacation time to a maximum of 360 hours and shall be subject
30 to the sick leave compensation at retirement under the terms of the most

31 current Bargaining Unit Agreement between the Police Officer’s Guild and
32 the City. The Employee shall be compensated for all unused vacation &
33 holiday leave beyond the maximum amount. The Employee may exercise
34 the option to sell back unused vacation & holiday leave beyond the
35 maximum amount, up to two times in each calendar year. Payment(s), if
36 chosen, will occur in June and/or December of the year in which the
37 request is submitted.

38
39 All other provisions of the original agreement remain in effect.

40
41 THIS AGREED UPON AMENDMENT shall be in full force and effective as of the date of
42 signature of both parties.

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CITY OF BUCKLEY

ASSISTANT FIRE CHIEF

By _____
Mayor Pat Johnson

By _____
Eric Skogen

Dated: _____

Dated: _____

D. CONSENT AGENDA

**City Council
January 28, 2020**

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

Upon roll call the following members were present: Bender, Wilbanks, Smith, Burbank, Rose, and Sundstrom. Also present were City Administrator Schmidt, Fire Chief Predmore, Asst. Fire Chief Skogen, Police Chief Arsanto, Asst. Police Chief Northam, City Planner Wallgren, Community Services Director Caviezel, Associate Planner Lewis, Administrative Assistant Clark, and City Clerk Percival.

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

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

CITIZEN PARTICIPATION

None.

STAFF REPORTS

City Administrator Schmidt shared that we are working to find a replacement for his position. We have narrowed down the applicants to seven to interview and those will hopefully be taking place next week.

MAIN AGENDA

ORD No. 01-20 Old Fire Station/Police Station Rezone

Council member Wilbanks moved to Approve ORD No. 01-20 Adopting the Findings and Conclusions of the Hearing Examiner's Recommendation for the Rezone of the Old Police Station lot and the Old Fire Station lot Council member seconded the motion. Upon roll call vote, the motion carried 6/0.

RES No. 20-02 Updating the City Taxes, Rates and Fees Schedule, Revision #31

Council member Rose moved to Approve the Resolution No. 20-02 Updating the City Taxes, Rates & Fees Schedule Revision #41. Council member Burbank seconded the motion. Motion carried.

Service Agreement with South Sound 911 for Fire Communications Services

Council member Rose moved to Approve the Service Agreement with South Sound 911 for Fire Communication Services. Council member Burbank seconded the motion. Motion carried.

Phase II – Climbing Boulder Project

Council member Rose moved to Approve the Quotation from Allplay Systems for Phase II of the Climbing Boulder Project. Council member Wilbanks seconded the motion. Motion carried.

Engineering Services Proposal – Stormwater Management Comprehensive Plan Update

Council member Rose moved to Approve the Engineering Services Proposal for Stormwater Management Comprehensive Plan Update with Gray & Osborne. Council member Wilbanks seconded the motion. Motion carried.

Buckley Storage Design Review Amendment

Council member Rose moved to Approve the Design Review Amendments for Buckley Storage. Council member Bender seconded the motion. Motion carried.

Discussion on Possible Purchase of Buckley Feed Store Property

Council discussed the possible purchase of the Buckley Feed Store Property briefly.

Executive Session: To Discuss Price for Sale of Buckley Feed Store Property

Council retreated into Executive Session at 7:15 PM for approximately 10 minutes to discuss the Price for Sale of the Buckley Feed Store Property. At 7:25 PM, Council extended the Executive Session for 5 minutes. At 7:30 PM, Council extended the Executive Session for another 5 minutes.

Council returned from Executive Session and reconvened the City Council meeting at 7:35 PM.

CONSENT AGENDA

Council Member Rose moved to approve the Consent Agenda. Council member Bender seconded the motion. Motion carried.

Approve Minutes of January 14, 2020.

Claim check numbers 60837 through 60871, in the amount of \$118,508.19, for the period December 11, 2019 through December 24, 2019.

Claim check numbers 60874 through 60918, and 60920 through 60982, in the amount of \$548,384.18, for the period of December 25, 2019 through December 31, 2019.

Claim check numbers 60872-60873, 60909, 60919, 60949, 60958-60960, 60963-60964, in the amount of \$415,528.84, for the period January 1, 2020 through January 14, 2020.

Claim check numbers 60979, 60983 through 61021, in the amount of \$96,191.18, for the period January 15, 2020 through January 28, 2020.

Payroll check numbers 38191 through 38420 in the amount of \$208,096.01, and ACH payroll in the amount of \$373,583.45, for the month of December 2019, and Treasurer check numbers 12222 through 12225, in the amount of \$1,128.05, and EFT payments in the amount of \$12,594.02, are hereby approved and ordered paid this 28th day of January 2020.

COMMITTEE REPORTS

Mayor Pro Tem's Report:

Mayor Pro Tem Smith stated that the Mayor is Olympia for an AWC event.

Administration, Finance & Public Safety:

Mayor Pro Tem Smith stated that the Admin/Finance/Public Safety Committee will be meeting on February 5th at 4:00 PM at City Hall.

Community Services:

Council member Rose stated that the Committee met on January 23rd at 1:00 PM. They approved a fence for Wood, Wine, and Whimsy, neon signs for the new Convenience Mart, recommended approval of amendments for Buckley Storage, and encouraged the Buckley Public Market to put up any visitor information they would like at the market.

Council Member Comments & Good of the Order:

Council member Sundstrom stated that he is having trouble with the financial disclosure form.

He also shared information regarding the Council Committees.

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

With nothing further the meeting was adjourned at 7:44 PM.

Mayor

City Administrator

Prepared by: City Clerk Treva Percival

DRAFT

**CITY COUNCIL
STUDY SESSION**

February 4, 2020

ATTENDEES: Councilmembers Bender, Wilbanks, Sundstrom, Smith, Burbank and Rose. Also in attendance were City Administrator Schmidt, Mayor Johnson, Public Works Director Banks, and Administrative Assistant Clark.

Mayor Pro Tem Smith called the Study Session to order at 7:00 PM.

The council discussed if they would be willing to sell the property of the Buckley Feed Store. After the discussion they decided they would be open to accepting an offer.

The Council looked through a section of the Capital Facilities Element and decided to discuss it further and look into all the options at a later Study Session.

Finally the Council went over the NIMS training and what is required.

With nothing further, the Study Session was adjourned at 8:05 PM.

City Administrator Dave Schmidt

Mayor Pat Johnson

Prepared by: Jessica Clark, Administrative Assistant

E. COMMITTEE REPORTS