



**BUCKLEY CITY COUNCIL MEETING AGENDA**  
**March 10, 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 #03-20  
Next Resolution #20-06  
Next Agenda Bill #AB20-028

**A. Citizen Participation**

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

**B. Staff Reports**

**C. Main Agenda**

1. ORD No. \_\_\_\_-20 Revision of Corporate Boundary Pg.
2. RES No. 20-\_\_\_\_ Amend the Fee Waiver Request for Multi-Purpose Center and Youth Activity Center Pg.
3. City Administrator Appointment & Employment Agreement Pg.
4. City Administrator Consultant Support Services Addendum #1 Pg.
5. Interlocal Cooperative Purchasing Agreement – Buckley, Carbonado, Pierce County Fire District 25 and 26 Pg.
6. Buckley Mini Storage – Stormwater GFC Deferral Pg.
7. Consultant Scope of Work – Miller Park Design Pg.
8. Agreement – Facility Use for Fire Dept Use of Rainier School Building Pg.

**D. Consent Agenda**

9. A. Approve Minutes of February 11, 2020, City Council Meeting Pg.  
Approve Minutes of February 25, 2020, City Council Meeting Pg.  
Approve Minutes of March 3, 2020, City Council Study Session Pg.
- B. Claims
- C. Transfer Voucher
- D. Payroll

**E. Committee Reports**

10. Mayor's Report Johnson  
**Appoint Tommy Marshall to Planning Commission**
11. Administration, Finance & Public Safety Smith
12. Transportation & Utilities Wilbanks
13. Community Services Rose
14. Council Member Comments & Good of the Order

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



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

---

## **CITY OF BUCKLEY MEETING LIST**

### **March 2020**

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 March 5, 2020*

# 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				

## A. CITIZEN PARTICIPATION

## B. STAFF REPORTS

## C. MAIN AGENDA



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>		<b>Agenda Date: March 10, 2020 AB20-028</b>	
<b>ORD No. ____-20 Revision of Corporate Boundary</b>	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sandra Groshong		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Leticia Wallgren		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
<b>Attachments:</b> Ordinance			
<p><b>SUMMARY STATEMENT:</b> RCW 35A.21.210 provides that governing bodies of a county and any code city located therein may by agreement revise any part of the corporate boundary of the city which coincides with the centerline, edge, or any portion of a public street, road or highway right-of-way by substituting therefore a right-of-way line of the same public street, road or highway so as fully to include or fully to exclude that segment of the public street, road or highway from the corporate limits of the city. The revision of a corporate boundary as authorized by RCW 35A.21.210 is not subject to review by the Boundary Review Board. Certain portions of the right-of-way for 298<sup>th</sup> Avenue East/South Division Street associated with City of Buckley Annexation Ord. 543, are partially located within the corporate boundaries of the City of Buckley and partially located in unincorporated Pierce County. The entire portion of Hinkleman Extension Road East right-of-way between Hinkleman Road and Sumner-Buckley Highway East is currently located in unincorporated Pierce County.</p> <p>The City of Buckley and Pierce County wish to revise the City of Buckley boundary so as to expand the corporate boundaries of the City of Buckley to include said right-of-way.</p> <p>Pierce County and the City of Buckley have mutually determined that a revision of certain boundaries of the City is beneficial and will aid in defining jurisdictional responsibilities such as public road maintenance and law enforcement.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>			
<b>RECOMMENDED ACTION: MOVE to Approve Ordinance No. 03-20 Revising the Corporate Boundary of the City of Buckley.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

ORDINANCE NO. \_\_\_\_-20

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUCKLEY, WASHINGTON, APPROVING THE REVISION OF THE CORPORATE BOUNDARY OF THE CITY OF BUCKLEY, WHERE IT COINCIDES WITH CERTAIN PORTIONS OF THE RIGHT-OF-WAY FOR 298TH AVENUE EAST / SOUTH DIVISION STREET AND HINKLEMAN EXTENSION ROAD EAST IN ORDER TO FULLY INCLUDE SAID AREAS IN THE CORPORATE LIMITS OF THE CITY OF BUCKLEY.**

---

**WHEREAS**, Revised Code of Washington (RCW) 35A.21.210 provides that the governing bodies of a county and any code city located therein may by agreement revise any part of the corporate boundary of the city which coincides with the centerline, edge, or any portion of a public street, road or highway right-of-way by substituting therefore a right-of-way line of the same public street, road or highway so as fully to include or fully to exclude that segment of the public street, road or highway from the corporate limits of the city; and

**WHEREAS**, the revision of a corporate boundary as authorized by RCW 35A.21.210 is not subject to review by the Boundary Review Board; and

**WHEREAS**, certain portions of the right-of-way for 298th Avenue East / South Division Street associated with City of Buckley Annexation Ord. 543, are partially located within the corporate boundaries of the City of Buckley and partially located in unincorporated Pierce County; and

**WHEREAS**, the entire portion of Hinkleman Extension Road East right-of-way between Hinkleman Road and Sumner-Buckley Highway East is currently located in unincorporated Pierce County; and

**WHEREAS**, the City of Buckley and Pierce County wish to revise the City of Buckley boundary so as to expand the corporate boundaries of the City of Buckley to include said right-of-way; and

**WHEREAS**, Pierce County and the City of Buckley have mutually determined that a revision of certain boundaries of the City is beneficial and will aid in defining jurisdictional responsibilities such as public road maintenance and law enforcement; and

**WHEREAS**, upon completion of the described boundary revisions, the City of Buckley will have permitting authority over the included right-of-way for 298<sup>th</sup> Avenue East / South Division Street and Hinkleman Extension Road East; and

**WHEREAS**, the Pierce County Council adopted Ordinance No. 2020-21 on March 17, 2020, approving such revisions; and

**WHEREAS**, RCW 35A.21.210 requires the adoption of a corresponding City ordinance effectuating such revision; now therefore

NOW, THEREFORE,

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

**Section 1.** The revision of the corporate boundary of the City of Buckley where it coincides with certain portions of the right-of-way for 298th Avenue East / South Division Street and Hinkleman Extension Road East as described in the whereas clauses of this ordinance is hereby approved to fully include said area legally described as follows and shown in Exhibit A, which is attached hereto and incorporated herein by reference.

*The east 25 feet of the South half of the Northwest quarter of the Northwest quarter, and the Southwest quarter of the Northwest quarter of Section 10, Township 19 North, Range 6 East, W.M.*

Along with a strip of land 30 feet in width described as follows:

*That portion of Hinkleman Extension Road bounded on the north by the southwesterly right of way margin of Sumner Buckley Highway East (Mason Avenue East), and bounded on the south by the north right of way line of Hinkleman Road extended easterly to the east edge of said 30-foot strip.*

*Situated in Pierce County, Washington.*

**Section 2.** The City Clerk shall mail a copy of this Ordinance to the Clerk of the Pierce County Council and to the County Engineer.

APPROVED by the Buckley City Council this 10<sup>th</sup> day of March, 2020.

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

Attest:

\_\_\_\_\_  
Trevia Percival, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Phil Olbrechts, City Attorney

PUBLISHED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_





# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>RES No. 20-__ Amending the Fee Waiver Policy, Classification III, for Rental of the Youth Activities Center and Multi-Purpose Center to More Closely Correspond to the Waiver Criteria for Buckley Hall</b>  Cost Impact: \$ Fund Source: Timeline:	<b>Agenda Date: March 10, 2020 AB20-029</b>		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Saundra Groshong		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Leticia Wallgren		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
<b>Attachments:</b> Resolution and Exhibit A			
<p>SUMMARY STATEMENT: BMC 2.99.020(2) establishes a list of waiver classifications for the rental of Buckley Community Hall. The City’s Youth Activities Center and Multi-Purpose Center also have rental rates adopted through the Taxes, Rates &amp; Fees Schedule for the publicly owned facilities and established formal waiver classifications for use of these two facilities through adoption of Resolution No. 18-07 in September 2018. After implementation of the new policies, it was identified that the waiver criteria for Classification III’s was half that of the same category for waiver of this same classification for Buckley Community Hal.</p> <p>The Community Services Committee desires to amend this classification to more closely match that of the Buckley Community Hall.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> Community Services 2/20/2020			
<b>RECOMMENDED ACTION: MOVE to Approve Resolution No. 20-06 Amending the Fee Waiver Policy, Classification III for the Rental of the Youth Activities Center and Multi-Purpose Center.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

**CITY OF BUCKLEY, WASHINGTON**

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

**A RESOLUTION OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON AMENDING THE FEE WAIVER POLICY, CLASSIFICATION III, FOR RENTAL OF THE YOUTH ACTIVITIES CENTER AND MULTI-PURPOSE CENTER TO MORE CLOSELY CORRESPOND TO THE WAIVER CRITERIA FOR BUCKLEY COMMUNITY HALL.**

---

**WHEREAS**, BMC 2.99.020(2) establishes a list of waiver classifications for the rental of Buckley Community Hall; and

**WHEREAS**, the City's Youth Activities Center and Multi-Purpose Center also have rental rates adopted through the Taxes, Rates & Fees Schedule for the publicly owned facilities and established formal waiver classifications for use of these two facilities through adoption of Resolution No. 18-07 in September, 2018; and

**WHEREAS**, after implementation of the new policies it was identified that the waiver criteria for Classification III's was half that of the same category for waiver of this same classification for Buckley Community Hall; and

**WHEREAS**, the Community Services Committee and City Council desires to amend this classification criteria to more closely match that of Buckley Community Hall;

**NOW THEREFORE BE IT RESOLVED** the City Council of the City of Buckley hereby amends the fee waiver classification policy for the City's Youth Activities Center and Multi-Purpose Center as listed in Exhibit A, attached hereto and incorporated by this reference as if set forth in full.

Introduced, passed, and approved this 10<sup>th</sup> day of March, 2020.

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

ATTEST:

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Phil Olbrechts, City Attorney

**Posted:**

**EXHIBIT A**

<b>Classification</b>	<b>Fee Description</b>	<b>Specific Qualifications</b>
Classification I	100% waiver of all fees	Meetings or activities sponsored by the City of Buckley and its various departments.
Classification II	Up to 100% waiver of rental fee. \$75.00 non-refundable deposit. Seasonal heating surcharge may apply.	Events for individuals/groups engaged in promoting activities of benefit to the community. The event shall be open free of charge to the public.
Classification III	Up to <del>50%</del> <b>75%</b> waiver of rental fee. \$75.00 non-refundable deposit. Seasonal heating surcharge may apply.	Events for organizations whose membership is open to the public but who operate for the benefit of their membership. The event shall be open free of charge to the public. For example: dance clubs, neighborhood associations.
Classification IV	No waiver of any fees.	Private events not open to the general public. For example: weddings, receptions, parties, commercial activities.
Classification V	N/A	N/A
Classification VI	No waiver of rental fee. Up to 50% waiver of refundable deposit subject to a 4-5 hour minimum rental.	Memorial services and funeral receptions on Monday, Tuesday, Thursday, Friday and Saturday with a minimum rental of 4(four) hours with a maximum of 5(five) hours. Sunday receptions and memorial services will be charged as a regular daily rental with full rental rates and deposits.



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>City Administrator Appointment and Employment Agreement</b>  Cost Impact: Budgeted Salary Fund Source: General Fund Timeline: 2020 Budget & Future Budgets	<b>Agenda Date: March 10, 2020 AB20-030</b>		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sandra Groshong		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Leticia Wallgren		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
PW/Utilities – Chris Banks			
<b>Attachments:</b> City Administrator Employment Agreement			
<p>SUMMARY STATEMENT: After going through the recruitment process for a new City Administrator, the Mayor has selected and is appointing Mr. Paul Weed to the position. The Mayor is requesting that the City Council confirm this appointment and approve the new employment agreement for the new City Administrator.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS 3-4-2020			
<b>RECOMMENDED ACTION: MOVE to Approve the Appointment and Employment Agreement between the City of Buckley and Paul Weed for the position of City Administrator.</b>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF BUCKLEY,  
WASHINGTON AND PAUL W. WEED**

THIS AGREEMENT, is made this \_\_\_\_ day of March, 2020, by and between the City of Buckley (hereinafter referred to as the “Employer”), and Paul W. Weed (hereinafter referred to as the “Employee”).

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

WHEREAS, the City desires to contract with Paul W. Weed to serve as City Administrator, and said Paul W. Weed desires to accept this position for the City of Buckley;

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

**TERMS**

1. **Commencement of Services.** The Employer agrees to employ Paul W. Weed as its City Administrator, and Paul W. to serve as the as the City Administrator in accordance with the terms and conditions of this Agreement.
2. **Term.** The Employee shall commence performing services as required under this Agreement on April 1, 2020, and shall continue for a period of not less than four (4) years (March 31, 2024) or until terminated as provided by law, or by the provisions of this Agreement.
3. **Duties.** Employee will serve as the City Administrator for the City of Buckley, Washington performing the duties as expressly defined by Washington State statute and City Municipal Code BMC 2.06.
4. **Executive.** The Employee acknowledges that he is an administrative, executive or professional employee within the meaning of the Fair Labor Standards Act or comparable laws and as such, is not entitled to overtime pay for hours in excess of forty (40) hours per week.

5. **Annual Compensation.** The Employer agrees to compensate Employee during the term of this contract at a monthly salary equal to or greater than Range 12, Step D of the City's Exempt Salary Scale, which is listed at \$10,826 per month or \$129,906 per year, and paid in accordance with procedures for other employees of the City classified as exempt under the Fair Labor Standards Act ('FLSA") (29 U.S.C. 201 et seq.). The Employer may review and increase this salary at any time; however subsequent increases shall at a minimum occur in accordance with terms specified within the adopted salary scale.

Upon successful completion of a twelve (12) probationary period the Employer shall advance the Employee's compensation by two (2) Steps to Step F to whatever level the adopted salary scale is in 2020 for that Step category.

6. **Benefits.** The Employee shall be paid the same benefits as other full-time City of Buckley employees that are classified as FLSA exempt.

However, in addition to the other sick leave and vacation benefits provided in this paragraph, at the time of appointment the Employee shall be credited with eighty (80) hours of banked vacation and eighty (80) hours of banked sick leave.

The Employee will initially earn vacation time at an equivalent level of fourteen (14) years pursuant to the adopted vacation leave schedule, which is 20 days per year and shall be entitled to earn additional vacation time in subsequent years per the City's Personnel Policy as would any other employee entitled to 20 days per year.

In accordance with the City's Personnel Policy the Employee shall be authorized to earn administrative compensatory time at a straight time rate for time worked in excess of 40 hours per week. However, in the event that this provision/benefit is repealed or terminated by the City then the Employee shall begin to be annually credited with six (6) days of executive leave to be used at the Employee's discretion.

The Employee is entitled to accrue and carryover, year to year, all unused leave (vacation & holiday) to a maximum of 360 hours and sick time to a maximum of 1760 hours. The Employee shall be compensated on an annual basis for all unused vacation & holiday leave beyond the maximum amount. Accrual of sick time beyond the maximum limits will be forfeited by the Employee. In the event the Employee's employment is terminated, either

voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, administrative/executive compensatory time, 25% of sick time and other benefits to date.

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

8. **Termination.**

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

The City of Buckley Mayor must provide the Employee with written notice of any disciplinary action as a sanction. Prior to terminating the Employee, the City of Buckley Mayor will also provide the Employee with a hearing and an opportunity to be heard regarding any alleged disciplinary infractions or performance issues that may result in termination. In the event that the City of Buckley Mayor terminates the Employee for convenience (as opposed to termination for "cause"), the Employer will provide not less than forty-five (45) notice prior to the effective date of said termination of employment.

B. **Termination Pay:** If the Employee is terminated for "cause" the Employee shall not be entitled to any termination pay. For the purposes of this Agreement, the term "cause" shall have the same meaning as those actions, dispositions and/or acts specified under RCW 41.12.080

In the event the Employer elects to terminate the Employee for any reason other than "cause" the Employee shall receive a cash payment equal to six (6) months of the Employee's base salary. Said sum shall be subject to applicable federal withholding taxes. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee. The Employee shall also be compensated for all accrued

vacation time, all paid holidays, administrative/executive compensatory time and 25% of accrued sick leave.

**C. Termination by Employee:** In the event that the Employee elects to voluntarily terminate employment with the Employer for any reason, the Employee agrees to provide the Employer with not less than forty-five (45) days notice prior to the effective date of said termination of employment. Upon receipt of said notice, the City Council shall have the option of terminating the Employee prior to the expiration of the forty-five (45) days and shall only pay salary and benefits up to the day of termination.

9. **Miscellaneous Allowances.** The employer will provide allowances for the employee to continue his education in order to advance the Employer objectives and policies by attending seminars, executive leadership programs and graduate/college course work within the area of public administration, planning and community development, business administration and any disciplines within public administration, in such amounts as the parties agree. The Employee will discuss any extensive programs and negotiate terms in advance with the Mayor during their routine meetings when applicable.

Employer agrees to budget and pay the Employee's professional dues and subscriptions necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer, in such amounts as the parties may agree.

Employer hereby agrees to budget and pay travel, subsistence, registration and incidental expenses incurred by the Employee in connection with his professional development by attendance at various meetings, seminars and conferences that are job related.

In lieu of furnishing the Employee with a motor vehicle for his use, the Employer shall pay the Manager a monthly vehicle allowance of two-hundred fifty dollars (\$250). The amount of such vehicle allowance shall be subject to annual adjustment as mutually agreed upon between the Employer and Employee. Use of the Employee's personal vehicle for approved travel and/or training shall be eligible for reimbursement at the Federal mileage rate as outlined in the City's Personnel Policy and Procedures Manual.

10. **Applicable Law.** This Agreement shall be governed by the laws of the State of Washington. In case of a dispute arising out of this Agreement, the venue of any lawsuit shall be Pierce County, Washington.
  
11. **Attorney’s fees.** If any action, arbitration or mediation is commenced to enforce any of the provisions of this Agreement or resolve any disputes arising out of this Agreement, the prevailing party shall in addition to other remedies, be entitled to recover its reasonable attorney’s fees.
  
12. **Dispute Resolution.** In the event a dispute arises, the parties agree to submit the dispute to alternate dispute resolution prior to commencing arbitration or litigation.
  
13. **Presumption of Drafting.** All parties agree that they have had the opportunity to have the Agreement reviewed with counsel so there shall be no presumption of drafting.
  
14. **Modification.** The parties agree that this Agreement can be amended or modified only with the written concurrence of both parties.
  
15. **Notices.** Any notice required to be given under this Agreement shall be delivered or mailed to the following parties at the following addresses:

City of Buckley  
Office of the Mayor  
P.O. Box 1960  
Buckley, WA

City Administrator  
(Address as shown on the most current  
City roster at the time of mailing)

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

Dated this \_\_\_\_\_ day of March, 2020.

**CITY OF BUCKLEY**

**CITY ADMINISTRATOR**

By \_\_\_\_\_  
Mayor Pat Johnson

By \_\_\_\_\_  
Paul W. Weed

Attest/Authenticated

By \_\_\_\_\_  
Treva Percival, City Clerk

Approved as to Form:

By \_\_\_\_\_  
Phil Olbrechts, City Attorney



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>First Addendum to Consultant Services Agreement</b>  Cost Impact: \$ Fund Source: Timeline:	<b>Agenda Date: March 10, 2020 AB20-031</b>		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sandra Groshong		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Leticia Wallgren		
	Police Dept – Chief Arsanto		
Municipal Court – Jessica Cash			
	PW/Utilities – Chris Banks		
<b>Attachments:</b> Addendum			
SUMMARY STATEMENT: This addendum is to amend the terms of the original agreement in order to adjust the agreement commencement date by one month in order to allow time to hire a replacement and get them trained.			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS March 4, 2020			
<b>RECOMMENDED ACTION: MOVE to Approve the First Addendum to Consultant Services Agreement with Dave Schmidt.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

**First Addendum to Consultant Services Agreement**

THIS FIRST ADDENDUM to the Consultant Support Services Agreement (“Addendum”) is in addition to (and incorporated therein by this reference) that certain City Administrator Consultant Support Services Agreement (Agreement) between the City of Buckley (the City), a Washington Municipal corporation, and David Schmidt, (the “Service Provider”) dated December 10, 2019.

WHEREAS, the City and Service Provider jointly agree to amend the terms of the original agreement in order to adjust the agreement commencement date by one (1) month in order to allow time to hire a replacement to fill the position of City Administrator which the Employee is vacating due to retirement; and

NOW THEREFORE, FOR AND IN CONSIDERATION OF the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

1. Amended Paragraph Four (4), Duration of Agreement. Service Provider shall perform the services described in Attachment A, commencing April 6, 2020 through December 31, 2020, unless sooner terminated under the provisions hereinafter specified. PROVIDED, the Mayor and/or City Administrator and Service Provider may jointly agree to extend this agreement on the same terms and conditions up to two subsequent six (6) month increments through December 31, 2021.
2. Effect of Addendum. This First Addendum is in addition to the Agreement. The provisions of this First Addendum modify the basic Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this addendum did not exist.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed and executed this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2020.

CITY OF BUCKLEY

SERVICE PROVIDER

By \_\_\_\_\_  
Mayor Pat Johnson

By \_\_\_\_\_  
David W. Schmidt

Attest/Authenticated

By \_\_\_\_\_  
Trevia Percival, City Clerk

Approved as to Form:

BY \_\_\_\_\_  
Phil Olbrechts, City Attorney



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Interlocal Cooperative Purchasing Agreement between City of Buckley, Town of Carbonado, Pierce County Fire District 25 and Pierce County Fire District 26</b>	<b>Agenda Date: March 10, 2020 AB20-032</b>		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival		X
	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		
	Fire Dept – Asst. Chief Skogen	X	X
<b>Attachments:</b> Interlocal Agreement			
<p>SUMMARY STATEMENT: There are occasions when the parties may realize economic savings and/or operational efficiencies through group or bulk purchasing of goods and services.</p> <p>The purpose of this agreement is to authorize and prescribe the means by which a party may purchase goods and services on behalf of two or more of the parties, and the method by which reimbursement of expenditure to the party incurring the initial cost shall occur.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS February 19, 2020.			
<b>RECOMMENDED ACTION: MOVE to Approve the Interlocal Cooperative Purchasing Agreement between City of Buckley, Town of Carbonado, Pierce County Fire District 25 and Pierce County Fire District 26.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

## INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

**THIS INTERLOCAL COOPERATIVE PURCHASING AGREEMENT** is entered into by and between the City of Buckley, Town of Carbonado, Pierce County Fire District No. 25 (Crystal Mountain), and Pierce County Fire District No. 26 (Greenwater).

**WHEREAS**, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 of the Revised Code of Washington provides for Interlocal cooperation between such public governmental agencies; and

**WHEREAS**, there are occasions when the parties may realize economic savings and/or operational efficiencies through group or bulk purchasing of goods and services; and

**WHEREAS**, a means of financial reimbursement is necessary when a party purchases on behalf of two or more of the parties;

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

1. **Parties:** The parties to this Agreement are the City of Buckley, WA, Town of Carbonado, WA, Pierce County Fire District No. 25 (Crystal Mountain), and Pierce County Fire District No. 26 (Greenwater) Pierce County, WA.
2. **Purpose:** The purpose of this Agreement is to authorize and prescribe the means by which a party may purchase goods and services on behalf of two or more of the parties, and the method by which reimbursement of expenditure to the party incurring the initial cost shall occur.
3. **No new entity:** The parties of this Interlocal Agreement do not create a new entity through the performance of this Agreement.
4. **Scope:** The parties of this Interlocal Agreement agree to the following:
  - A. No party shall purchase goods or services on behalf of another party without authorization from the party.
  - B. The party purchasing goods or services on behalf of two or more of the parties shall be reimbursed by each party for the full proportionate share of costs incurred by the purchasing party.
  - C. The purchasing party shall submit an itemized invoice of costs to the receiving party within 90 days of the purchasing party being invoiced. Receiving parties shall remit payment in full to the purchasing party within 60 days of being invoiced by the purchasing party.
  - D. The parties acknowledge each party retains their obligation to comply with agency specific purchasing policies as well as state regulated

Interlocal Cooperation Agreement  
City of Buckley, Town of Carbonado, Pierce County Fire District No. 25 and Pierce County Fire District No. 26

March 2020  
Page 1 of 4

procurement practices. The parties further acknowledge the intent of this agreement does not address purchasing practices such as “piggybacking” or “joint purchasing”.

5. **Termination:** This agreement shall remain in force until terminated by any party in writing.
  
6. **Right to Contract – Independent Action Preserved:** Each party reserves the right to contract independently for the acquisition of goods and/or services without notice to the other parties and shall not bind or otherwise obligate the other parties to participate in the activity.
  
7. **Financing:** The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use of goods and services is actually acquired. Each party accepts no responsibility for payment of the acquisition price (or any other cost or expense) of any goods or services intended for use by other other party.
  
8. **Hold Harmless:** To the extent permitted by law, each party receiving a goods or services shall protect, hold harmless and indemnify the party providing such, and its officers and employees from any and all claims, suits, costs, damages of any nature, or causes of action including the cost of defense and attorney fees, by reason of the acts or omissions, whether negligent, willful, or reckless, of its own officers, employees, agency or any other person arising out of or in connection with any acts or activities authorized by this agreement, and will be pay all judgments, if any rendered. This obligation shall not include such claims, costs, damages, or other expenses which may be caused by the sole negligence of the providing agency’s or their authorized agents or employees.

**CITY OF BUCKLEY**

Address: PO Box 1960  
Buckley, WA 98321-1960

**TOWN OF CARBONADO**

Address: Drawer 91  
Carbonado, WA 98323

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

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

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

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

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Dailene Argo, Town Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

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

**PIERCE COUNTY FIRE DISTRICT  
No. 25 (Crystal Mountain)**  
Address: 32004 Crystal Mt. Blvd.  
Crystal Mountain, WA 98022

**PIERCE COUNTY FIRE DISTRICT  
No. 26 (Greenwater)**  
Address: 57905 SR 410 East  
Greenwater, WA 98022

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

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

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

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

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

\_\_\_\_\_  
Ryan Hartford, Commissioner

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

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

ATTEST:

ATTEST:

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

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



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Buckley Mini-Storage Permit Fee Deferral</b>  Cost Impact: N/A Fund Source: N/A Timeline: N/A	<b>Agenda Date: March 10, 2020 AB20-033</b>		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sandra Groshong		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Leticia Wallgren		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
<b>Attachments:</b> Letters of Request & Staff Memo			
SUMMARY STATEMENT: See attached letters of request and staff memorandum.			
COMMITTEE REVIEW AND RECOMMENDATION: None			
<b>RECOMMENDED ACTION: MOVE to Approve Deferral of the Payment of the Impact and GFC Fees for Buckley Mini-Storage Until Final Occupancy of the Buckley Self Storage Project.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

# City of Buckley

P.O. Box 1960, Buckley WA 98321

Phone: 360-829-1921 ext 200

Fax: 360-829-2659



# Memo

To: Mayor & City Council

From: City Administrator

Date: March 4, 2020

RE: GFC & Impact Fee Deferral – Buckley Mini-Storage

---

On February 12, 2020 the City received two requests from Pacific Storage Partners, LLC related to the general facility charges and impact fees associated with their building permit for Buckley Mini-Storage.

The applicant has requested that; #1 the street impact fee be reduced based on the analysis and argument included in their request; and #2 that they be allowed to delay payment of fees associated with the general facility charges for the stormwater system until final occupancy of the new Buckley Self Storage project. I'll discuss each below.

### **Street Impact Fee Reduction:**

The City currently has no policy or procedure for reducing a fee on a case by case basis that would result in a fair imposition that would not appear to be arbitrary. However, we did do this for the WRSD Impact Fee but we adopted rationale for the reduction and it was across the board, not for one individual project. If the Council wants to consider reducing street impact fees further than what they are now, then they will have to direct staff to do an analysis and develop code amendment language that would reduce the overall street impact trip fee that would be applied across the board to all applications.

In the interim the City Council could consider deferring payment of the applicants impact fees until final occupancy of the new Buckley Self Storage project. That would allow the City time to conduct an analysis and adopt code language that could potentially reduce their obligation.

**Stormwater General Facility Charge Deferral:**

The current policy for collecting both impact fees and general facilities charges for the various utilities is that the applicant pays the fees at the time of building permit issuance. However, for residential building permits the legislature requires that jurisdictions provide a mechanism for the deferral of impact fees to final occupancy. The City policy that was developed to comply with State law is located in BMC 3.50.035(6). The City has no written policy or code for when general facility charges (GFC) are due but in the past we have always required that these be paid at the same time that impact fees were paid, regardless of whether it for residential or commercial applications.

Because there is no written policy on when the GFC's are paid the City Council could decide to grant the deferral authorizing the payment of any and/or all of the GFC's (water, sewer & stormwater) to the time of final occupancy.

The City Council has provided funding in the 2020 Budget to have the current 2008 Comprehensive Stormwater Plan updated. This will likely result in the overall GFC for this utility to be reduced significantly. By delaying the payment through a deferral the applicant may see a reduction in the amount of fee owed.

**Conclusion & Recommendation:**

Since the City is aware that both the street impact fee and stormwater general facility charge are both higher than neighboring jurisdictions and steps are being taken to re-evaluate the methodology and overall fees for these two charges, delaying the payment until final occupancy would allow the City time to complete the analysis and possibly revise one or both of the fees. This would benefit and provide relief to the applicant.

Therefore the recommendation by staff is that the City Council deny the request for reduction of the street impact fee at this time, but approve a deferral of the payment of all impact fees and general facility charges until final occupancy of the Buckley Self Storage project. If during this period one or both of the fees are lowered as a result of the analysis and adoption of code changes, then the applicant would be responsible for the payment of the fees that are in place at the time of final occupancy.

Pacific Storage Partners, LLC  
PO Box 73790  
Puyallup, WA 98373  
Phone: 253.848.0820

February 12, 2020

Dave Schmidt  
City of Buckley Administrator  
933 Main Street  
PO Box 1960  
Buckley, WA 98321

RE: Buckley Storage Stormwater GFC Deferral Request

Dear Dave:

This letter is to formally request a deferral/delay of the assessment of the Stormwater General Facility Charge that will be required for the Buckley Self Storage project. Typically, the GFC is required to be paid at building permit issuance. This request is to delay that assessment until the issuance of a Certificate of Occupancy. This delay will allow the applicant and City Staff time to address necessary Stormwater GFC recalculations and adjustments with the City Council.

As was discussed in our meeting with you, the fee as it is currently calculated is exorbitant and cost prohibitive. As we understand it, the fee was originally the result of previous ordinances that based the Capital Improvement Plan costs on the 100-year storm event versus the standard 25-year storm event. The resulting fees of \$7,951.48 per 8,000 square feet of impervious surface as they relate to the proposed project result in an impact fee that is approximately \$328,794. This GFC cost is approximately 19 times higher than the Sewer GFC and 24 times higher than the Water GFC.

The GFC as currently calculated is not commensurate to the impact that this proposal may have on the City of Buckley public stormwater system. The project is designed to meet the 2014 Stormwater Management Manual for Western Washington and proposes to collect and route stormwater runoff to an onsite detention pond. The project will also provide dead storage within the combined detention/wetpond for water quality treatment. Stormwater will then be discharged at the natural location of the site, and at the pre-existing rate, into the ditch running west along SR 410. Please refer to the approved Final Storm Drainage Report dated May 16, 2019 as prepared by Core Design for additional detailed storm information.

Because the stormwater is being detained on the site then released at the pre-existing rate there will be little to no impact on the downstream City of Buckley stormwater system. If anything, the proposed storm pond will improve the City's system to ensure flows are controlled and mitigated before entering the downstream. Furthermore, the pond itself will be privately owned and maintained, so effectively there is no change to the City's system in terms of what they are maintaining. With little to no proposed impact to the City's stormwater system there is little need for such a significant GFC.

Thank you for your consideration in this matter and we look forward to working with you to establish a more equitable Stormwater General Facility Charge. Please review this request with staff and other managers as needed and let us know if the delay/deferral of payment of the Stormwater GFC to the issuance of Certificate of Occupancy will be acceptable to the City. I am available to discuss this request in more detail if you have any questions. You can reach me at [evan@soundbuilthomes.com](mailto:evan@soundbuilthomes.com) or at 253-820-7835.

Sincerely,

Evan Mann  
Entitlement Manager  
Soundbuilt Homes  
[evan@soundbuilthomes.com](mailto:evan@soundbuilthomes.com)

February 12, 2020

Dave Schmidt  
City of Buckley Administrator  
933 Main Street  
PO Box 1960  
Buckley, WA 98321

RE: Buckley Storage Street Impact Fee Deferral Request

Dave:

This letter is to formally request a reduction of the Street Impact Fee for the Specialty Retail use portion of the Buckley Self Storage project. As was discussed in our meeting with you, the fee as it is currently calculated is not commensurate to the impact that this proposal will have on the City of Buckley public streets. We recognize the City's efforts to temper the Street Impact Fee by allowing for "Pass-By" reductions to be calculated per the recently passed City of Buckley Ordinance 16-19. However, the modest pass-by reduction only applies to the "Specialty Retail" portion of the site as there are no pass-by reductions provided for "Mini-Warehouse" use (see included Traffic Impact Fee memo dated November 12, 2019 as prepared by Heath & Associates, Inc). After applying the current Street Impact Fee calculations to the project, the fee is as follows:

- \$156,285.28 for 162,226sf of Mini-Warehouse (self-storage)
- \$134,549.42 for 10,300sf of Specialty Retail (general retail); includes 34% pass-by reduction and 30% reduction allowed per Ord 16-19.
  - **Total Street Impact Fee: \$290,834.70**

By comparison, if this proposal were just west of the current location in Pierce County Traffic Service Area C (see included Pierce County Transportation Impact Fee Schedule), the impact fees would be as follows:

- \$158,926 for 162,226sf of Mini-Warehouse (self-storage)
- \$73,258.51 for 10,300sf of Specialty Retail (general retail)
  - **Total Street Impact Fee: \$232,184.51**

While the Mini-Warehouse calculations are nearly the same, there is a significant discrepancy between the Specialty Retail calculations. This difference in calculations results in a fee that is \$61,290.91 more for the Specialty Retail use in the City of Buckley than the same use in Pierce County. As this is a very minor amount of retail space at 10,300sf, the Buckley fee is not proportional to the impact of future trips generated by this proposal.

A Traffic Impact Analysis was completed by Heath & Associates for this project and it found that no additional mitigation measures would be necessary for adjacent streets or intersections. Per the TIA, the proposed project will not lead to the worsening of Level of Service at any nearby intersections. Furthermore, no changes to the frontage or street configuration are being required as the proposed use and associated impacts are not significant enough to require mitigation. Since the TIA has found no significant street impacts from this project, it is especially disproportionate to require an impact fee that is over double the fee collected by an adjacent jurisdiction.

In order to establish a more proportional street impact fee we request that the City of Buckley allow this project to pay the lower fee of \$72,258.51 (as set by the Pierce County Transportation Impact Fee Schedule) for the proposed 10,300sf of Specialty Retail use.

Thank you for your consideration in this matter and we look forward to working with you to establish a more equitable Street Impact Fee. Please review this request with the City Clerk and other managers as needed and let us know if the proposed reduction in fee will be acceptable to the City. I am available to discuss this request in more detail if you have any questions. You can reach me at [evan@soundbuilthomes.com](mailto:evan@soundbuilthomes.com) or at 253-820-7835.

Sincerely,

Evan Mann  
Entitlement Manager  
Soundbuilt Homes  
[evan@soundbuilthomes.com](mailto:evan@soundbuilthomes.com)



November 12, 2019

Evan Mann  
SoundBuilt Homes  
PO Box 73790  
Puyallup, WA 98373

Re: Buckley Storage

The intent of this letter is to provide the City of Buckley with a Traffic Impact Fee calculation for the proposed “Buckley Storage” development located on the south side for SR 410 on parcel number 5665000320 with an undetermined site address. A project description and site characteristics are described below.

**PROJECT DESCRIPTION**

The proposed development consists of the construction of 162,226 square feet of self-storage space and 10,300 square feet of general retail space. Attached to this letter is the City of Buckley’s current adopted Traffic Impact Fee (TIF) Schedule. In accordance with City of Buckley Ordinance No. 16-19 Section 3.50.070, a pass-by reduction may be applied, if applicable, to the trip rates set forth in the attached fee schedule to calculate a modified TIF. Furthermore, the City’s adopted TIF schedule is based on the Institute of Transportation Engineer’s publication *Trip Generation* 9th Edition whereas the 10th Edition values may be applied. The following calculations and methods presented below summarize the proposed Traffic Impact Fees to be collected as a result of the Buckley Storage development.

**TRAFFIC IMPACT FEE ADJUSTMENTS**

The following table is presented and derived with similar methodologies as in the City of Buckley’s adopted fee schedule. The inclusion of pass-by rates for the retail element are also provided.

**Table 1: Traffic Impact Fee per Unit**

Code Description	Unit of Measure	Daily Weekday Trips/Unit	Discount Pass-by	Adjusted Trips/Unit	\$/Trip	\$/Unit
151 Mini-Warehouse	1,000 sf	1.51 <sup>1</sup>	0%	1.51	\$638	\$963.38
826 Specialty Retail	1,000 sf	44.32 <sup>2</sup>	34%	29.25	\$638	\$18,661.50

<sup>1</sup> ITE *Trip Generation Manual* 10th Edition

<sup>2</sup> ITE *Trip Generation Manual* 9th Edition – No similar Land Use Code (LUC) is available in the 10th Edition manual.

**PASS-BY**

No specific pass-by data are available with respect to the specialty retail land use in the ITE handbook; however, most jurisdictions recognize and allow for pass-by reductions for commercial uses. Given that the proposed development is abutting, and has direct access to SR 410, a number of motorists can be expected to be in the form of pass-by. A review of three surrounding jurisdictions with the specific “Specialty Retail” land use in their adopted fee schedules are summarized below.

- Bonney Lake – Pass-by: 34%
- Sumner: – Pass-by: 34%
- Port Orchard – Pass-by: 34%

As shown, all jurisdictions allow and account for a 34% pass-by reduction in their respective Traffic Impact Fee Schedules. The 34% reduction has been included in table 1.

**TRAFFIC IMPACT FEE CALCULATION**

**Table 2: Project Traffic Impact Fees**

Land Use	Size (KSF)	\$/Unit	Total Fee
Mini-Warehouse	162.226	\$963.38	\$156,285.28
Specialty Retail	10.3	\$18,661.50	\$192,213.45
<b>Total Estimated Fee:</b>			<b>\$348,498.73</b>

The total estimated TIF fee accounting for pass-by discounts and ITE 10th Edition trip rates calculates to **\$348,498.73**.

Please call if you require further information

Gregary B Heath, PE, PTOE

**APPENDIX E**  
**INSTITUTE OF TRANSPORTATION ENGINEERS (ITE)**  
**TRIP GENERATION MANUAL, 9TH EDITION**

<b>Code Description</b>	<b>Unit of Measure</b>	<b>Daily Weekday Trips/Unit</b>	<b>\$/Trip</b>	<b>\$/Unit</b>
<b>PORT AND TERMINAL</b>				
30 Truck Terminal	Acres	81.90	\$638	\$52,252
90 Park and Ride Lot with Bus Service	Parking Spaces	4.50	\$638	\$2,871
<b>INDUSTRIAL</b>				
110 General Light Industrial	1,000 SF	6.97	\$638	\$4,447
120 General Heavy Industrial	Acres	6.75	\$638	\$4,307
130 Industrial Park	1,000 SF	6.83	\$638	\$4,358
140 Manufacturing	1,000 SF	3.82	\$638	\$2,437
150 Warehousing	1,000 SF	3.56	\$638	\$2,271
151 Mini-Warehouse	1,000 SF	2.50	\$638	\$1,595
152 High-Cube Warehouse	1,000 SF	1.68	\$638	\$1,072
<b>RESIDENTIAL</b>				
210 Single-Family Detached Housing	Dwelling Units	9.52	\$638	\$6,074
220 Apartment	Dwelling Units	6.65	\$638	\$4,243
221 Low-Rise Apartment	Dwelling Units	6.59	\$638	\$4,204
230 Residential Condominium / Townhouse	Dwelling Units	5.81	\$638	\$3,707
240 Mobile Home Park	Dwelling Units	4.99	\$638	\$3,184
251 Senior Adult Housing -Detached	Dwelling Units	3.68	\$638	\$2,348
252 Senior Adult Housing -Attached	Dwelling Units	3.44	\$638	\$2,195
253 Congregate Care Facility	Dwelling Units	2.02	\$638	\$1,289
254 Assisted Living	Beds	2.74	\$638	\$1,748
255 Continuing Care Retirement Community	Dwelling Units	2.40	\$638	\$1,531
<b>LODGING</b>				
310 Hotel	Rooms	8.17	\$638	\$5,212
320 Motel	Rooms	5.63	\$638	\$3,592
<b>RECREATIONAL</b>				
411 City Park	Acres	1.89	\$638	\$1,206
412 County Park	Acres	2.28	\$638	\$1,455
413 State Park	Acres	0.65	\$638	\$415
415 Beach Park	Acres	29.81	\$638	\$19,019
417 Regional Park	Acres	4.57	\$638	\$2,916
420 Marina	Berths	2.96	\$638	\$1,888
430 Golf Course	Acres	5.04	\$638	\$3,216
432 Golf Driving Range	Positions	13.65	\$638	\$8,709
435 Multi-Purpose Recreational Facility	Acres	90.38	\$638	\$57,662
437 Bowling Alley	1,000 SF	33.33	\$638	\$21,265
443 Movie Theater without Matinee	1,000 SF	78.06	\$638	\$49,802
452 Horse Race Track	Acres	43.00	\$638	\$27,434
460 Arena	Acres	33.33	\$638	\$21,265
480 Amusement Park	Acres	75.76	\$638	\$48,335
488 Soccer Complex	Fields	71.33	\$638	\$45,509
490 Tennis Courts	Courts	31.04	\$638	\$19,804
491 Racquet / Tennis Club	Courts	38.70	\$638	\$24,691
492 Health / Fitness Club	1,000 SF	32.93	\$638	\$21,009

**APPENDIX E**  
**INSTITUTE OF TRANSPORTATION ENGINEERS (ITE)**  
**TRIP GENERATION MANUAL, 9TH EDITION**

<b>Code Description</b>	<b>Unit of Measure</b>	<b>Daily Weekday Trips/Unit</b>	<b>\$/Trip</b>	<b>\$/Unit</b>
493 Athletic Club	1,000 SF	43.00	\$638	\$27,434
495 Recreational Community Center	1,000 SF	33.82	\$638	\$21,577
<b>INSTITUTIONAL</b>				
520 Elementary School	1,000 SF	15.43	\$638	\$9,844
522 Middle School / Junior High School	1,000 SF	13.78	\$638	\$8,792
530 High School	1,000 SF	12.89	\$638	\$8,224
536 Private School (K-12)	Students	2.48	\$638	\$1,582
540 Junior / Community College	1,000 SF	27.49	\$638	\$17,539
560 Church	1,000 SF	9.11	\$638	\$5,812
565 Daycare Center	1,000 SF	74.06	\$638	\$47,250
566 Cemetery	Acres	4.73	\$638	\$3,018
590 Library	1,000 SF	56.24	\$638	\$35,881
591 Lodge / Fraternal Organization	Members	0.29	\$638	\$185
<b>MEDICAL</b>				
610 Hospital	1,000 SF	6.95	\$638	\$4,434
620 Nursing Home	1,000 SF	7.60	\$638	\$4,849
630 Clinic	1,000 SF	8.01	\$638	\$5,110
<b>OFFICE</b>				
710 General Office Building	1,000 SF	11.03	\$638	\$7,037
714 Corporate Headquarters Building	1,000 SF	7.98	\$638	\$5,091
715 Single Tenant Office Building	1,000 SF	11.65	\$638	\$7,433
720 Medical-Dental Office Building	1,000 SF	36.13	\$638	\$23,051
730 Government Office Building	1,000 SF	68.93	\$638	\$43,977
732 United States Post Office	1,000 SF	108.19	\$638	\$69,025
733 Government Office Complex	1,000 SF	27.92	\$638	\$17,813
750 Office Park	1,000 SF	0.76	\$638	\$485
760 Research and Development Center	1,000 SF	8.11	\$638	\$5,174
770 Business Park	1,000 SF	12.44	\$638	\$7,937
<b>RETAIL</b>				
812 Building Materials and Lumber Store	1,000 SF	45.16	\$638	\$28,812
813 Free-Standing Discount Superstore	1,000 SF	50.75	\$638	\$32,379
814 Variety Store	1,000 SF	64.03	\$638	\$40,851
815 Free Standing Discount Store	1,000 SF	57.24	\$638	\$36,519
816 Hardware / Paint Store	1,000 SF	51.29	\$638	\$32,723
817 Nursery (Garden Center)	1,000 SF	68.10	\$638	\$43,448
818 Nursery (Wholesale)	1,000 SF	39.00	\$638	\$24,882
820 Shopping Center	1,000 SF	42.70	\$638	\$27,243
823 Factory Outlet Center	1,000 SF	26.59	\$638	\$16,964
826 Specialty Retail Center	1,000 SF	44.32	\$638	\$28,276
841 New Car Sales	1,000 SF	32.30	\$638	\$20,607
843 Automobile Parts Sales	1,000 SF	61.91	\$638	\$39,499
848 Tire Store	1,000 SF	24.87	\$638	\$15,867
850 Supermarket	1,000 SF	102.24	\$638	\$65,229
851 Convenience Market (Open 24 Hours)	1,000 SF	737.99	\$638	\$470,838

**APPENDIX E**  
**INSTITUTE OF TRANSPORTATION ENGINEERS (ITE)**  
**TRIP GENERATION MANUAL, 9TH EDITION**

<b>Code Description</b>	<b>Unit of Measure</b>	<b>Daily Weekday Trips/Unit</b>	<b>\$/Trip</b>	<b>\$/Unit</b>
853 Convenience Market with Gasoline Pumps	1,000 SF	845.60	\$638	\$539,493
854 Discount Supermarket	1,000 SF	90.86	\$638	\$57,969
857 Discount Club	1,000 SF	41.80	\$638	\$26,668
860 Wholesale Market	1,000 SF	6.73	\$638	\$4,294
862 Home Improvement Superstore	1,000 SF	30.74	\$638	\$19,612
863 Electronics Superstore	1,000 SF	45.04	\$638	\$28,736
875 Department Store	1,000 SF	22.88	\$638	\$14,597
876 Apparel Store	1,000 SF	66.40	\$638	\$42,363
879 Arts and Craft Store	1,000 SF	56.55	\$638	\$36,079
880 Pharmacy / Drugstore without Drive-Through Window	1,000 SF	90.06	\$638	\$57,458
881 Pharmacy / Drugstore with Drive-Through Window	1,000 SF	96.91	\$638	\$61,829
890 Furniture Store	1,000 SF	5.06	\$638	\$3,228
<b>SERVICES</b>				
912 Drive-In Bank	1,000 SF	148.15	\$638	\$94,520
931 Quality Restaurant	1,000 SF	89.95	\$638	\$57,388
932 High-Turnover (Sit-Down) Restaurant	1,000 SF	127.15	\$638	\$81,122
933 Fast Food Restaurant without Drive-Through Window	1,000 SF	716.00	\$638	\$456,808
934 Fast Food Restaurant with Drive-Through Window	1,000 SF	496.12	\$638	\$316,525
937 Coffee / Donut Shop with Drive-Through Window	1,000 SF	818.58	\$638	\$522,254
938 Coffee / Donut Shop with Drive-Through Window and No Indoor Seating	1,000 SF	1,800.00	\$638	\$1,148,400
941 Quick Lubrication Vehicle Shop	Service Bays	40.00	\$638	\$25,520
944 Gasoline / Service Station	Fueling Positions	168.56	\$638	\$107,541
945 Gasoline / Service Station with Convenience Market	Fueling Positions	162.78	\$638	\$103,854
946 Gasoline / Service Station with Convenience Market and Car Wash	Fueling Positions	152.84	\$638	\$97,512
947 Self Service Car Wash	Stalls	108.00	\$638	\$68,904



# Specialty Retail Center (826)

**Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Leasable Area**  
On a: Weekday

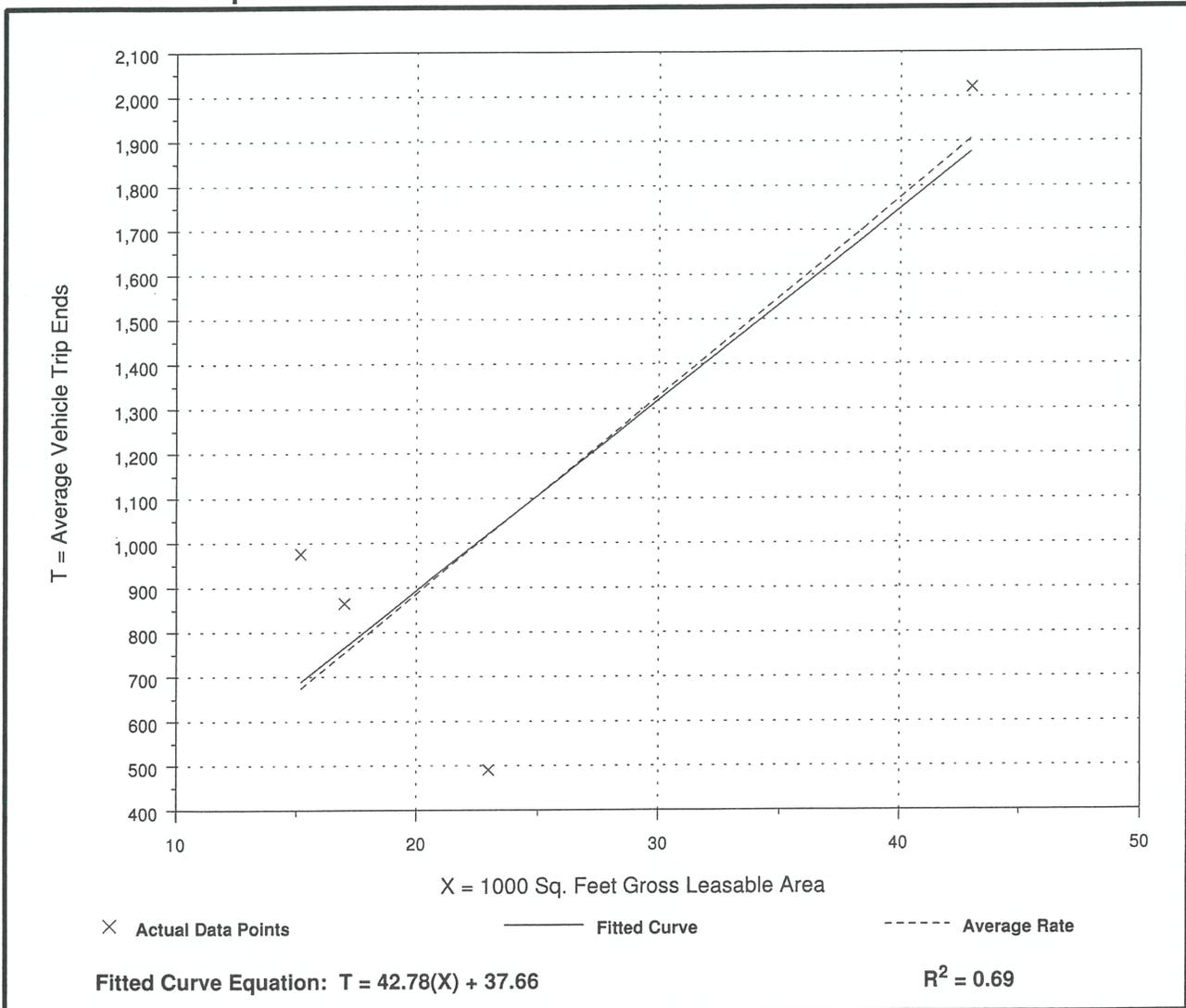
Number of Studies: 4  
Average 1000 Sq. Feet GLA: 25  
Directional Distribution: 50% entering, 50% exiting

## Trip Generation per 1000 Sq. Feet Gross Leasable Area

Average Rate	Range of Rates	Standard Deviation
44.32	21.30 - 64.21	15.52

## Data Plot and Equation

*Caution - Use Carefully - Small Sample Size*



1 **New Table 4-1**

2 **Pierce County Transportation Impact Fee Schedule**

3

Traffic Impact Fee Schedule						
			Impact Fee Rate in dollars per Land Use Unit by TSA (cost per trip)			
LAND USE	ITE Land Use Code (LUC) <sup>1</sup>	UNIT OF MEASURE	TSA A (\$483.87)	TSA B (\$483.87)	TSA C (\$796.47)	TSA D (\$189.03)
<b>Residential</b>						
Single-Family Detached Housing and Attached Housing up to 2-Units (Duplex)	210	Dwelling Units	4439	4439	7243	1795
Accessory Dwelling Unit (ADU)	210	Dwelling Units	2270	2270	3671	948
Multi Family (incl. triplex, condos)	220, 221, 222, 225	Dwelling Units	3033	3033	4927	1246
Mid-Rise and High-Rise Residential with 1st Floor Commercial 3 or more levels (floors)	231, 232	Dwelling Units	2857	2857	4638	1177
Mobile Home Park	240	Dwelling Units	2398	2398	3883	998
Senior Adult Housing Detached	251	Dwelling Units	2063	2063	3331	867
Senior Adult Housing Attached	252	Dwelling Units	1801	1801	2900	764
Assisted Living	252, 254, 255	Dwelling Units / Beds	1176	1176	1871	520
Centers and Corridors Proposal- Multi Family (incl. triplex, condos)	220, 221, 222, 225, 231, 232	Dwelling Units	2036	2036	3286	856
<b>Commercial</b>						
<b>General – Retail, Restaurant &amp; Services</b>	All LUC's in 400, 800 and 900 series except LUC 944	SF GFA/GLA	5.42	5.42	8.93	2.12
Gasoline Sales <sup>2</sup>	944	Pumps	12004.17	12004.17	19759.35	4689.58
<b>Commercial - Institutional</b>						
Institutional	All LUC's in 500 and 600 series unless specifically listed	SF GFA	2.95	2.95	4.85	1.15
Public Elementary / Jr. High School	520, 522	SF GFA	3.10	3.10	5.11	1.21
Public High School	530	SF GFA	2.48	2.48	4.07	0.97
Private Kindergarten through 8th Grade	534	SF GFA	5.67	5.67	9.34	2.22
Private Kindergarten through 12th Grade	536	SF GFA	5.46	5.46	8.98	2.13
<b>Industrial</b>						
Warehousing/Storage	All LUC's in 100 series unless specifically listed	SF GFA	2.29	2.29	3.77	0.90
Industrial/Manufacturing	110, 130, 140	SF GFA	2.13	2.13	3.50	0.83
Mini Warehouse	151	SF GFA	0.75	0.75	1.23	0.29
<b>Commercial - Office</b>						
Office Land Uses	All LUC's in 700 series except LUC 720	SF GFA	5.27	5.27	8.67	2.06
Corporate Headquarters	714	SF GFA	4.30	4.30	7.08	1.68
Research and Development Center	760	SF GFA	6.09	6.09	10.03	2.38
Medical Office/Clinic	720	SF GFA	13.04	13.04	21.46	5.09

4 Administration Fees of \$100 per Residential Unit and 1% for Commercial uses are included in the above listed rates.

5 TSA = Transportation Service Area

6 **GFA = Gross Floor Area**

7 **GLA = Gross Leasable Area**

8 **\*\*For uses listed in square feet, the trip rate is given in thousands of square feet; the cost per unit is converted to square feet.**

9 1) Land Use Code – Reference TRIP GENERATION, 10<sup>th</sup> Edition, Institute of Transportation Engineers

10 2) Gasoline Sales Rate per Pump applies in addition to Commercial General Rate per SF GFA/GLA (note each pump to service a max of two vehicles at a time).

11 3) Effective until August 1, 2019, the cost per trip rate for TSA B shall be 88% of the value stated in Table 4-1. Land use rates shall be adjusted accordingly. Effective August 1, 2019, 100% of the rate shall apply.

12 4) Effective until August 1, 2019, the cost per trip rate for TSA C shall be 61% of the value stated in Table 4-1. Land use rates shall be adjusted accordingly. Effective August 1, 2019, 100% of the rate shall apply.





# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Consultant Scope of Work – Miller Park Design</b>  Cost Impact: \$31,000 Fund Source: Fund 035 Timeline: Immediate	<b>Agenda Date: March 10, 2020</b>		<b>AB20-034</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Saundra Groshong		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Leticia Wallgren		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
<b>Attachments:</b> City Administrator Employment Agreement			
<p>SUMMARY STATEMENT: The scope of work from BlueLine Group Consulting being presented for consideration is to develop a conceptual site design and 50% preliminary plans for the Miller Park Project. Developing this level of site design will give the City the ability to beginning construction of the future park in phases based on funding.</p> <p>This project is currently within the City’s CIP for the Comprehensive Parks Plan and has been included in the 2020 budget for Phase 1 development.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
<b>RECOMMENDED ACTION: MOVE to Approve the Consultant Scope of Work with BlueLine Group for Design of Miller Park.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

Project Name: Miller Park

Job #: 19-383

Effective Date: February 21, 2020

## Task 001 Conceptual Site Design

### Fee: Hourly Rate (Estimated \$6,000)

1. Using the information provided by the Surveyor, Gray and Osborne Inc., prepare the AutoCAD site plan base
2. Prepare three alternative conceptual site designs that will include the locations of:
  - a) Parking
  - b) Restrooms
  - c) Pathways
  - d) Sport courts
  - e) Playground equipment
  - f) Park furniture
  - g) Wetland interpretive improvements
  - h) Lawn areas
  - i) Tree plantings
  - j) Improvements to Franklin Street
3. Prepare list of design assumptions and tradeoffs for each design concept.
4. Prepare basic color renderings of each site plan alternative.
5. Meet with City staff to present and discuss the three prepared design concepts.
6. Coordinate with the City regarding site design choice with one round of revisions to preferred alternative.
7. Time associated with general project administration and coordination.

### ASSUMPTIONS & EXCLUSIONS

The scope and fee for this task includes the following assumptions and exclusions:

- City to provide boundary and topographic site survey in AutoCAD format.
- Wetland flagging in AutoCAD.

## Task 002 50% Preliminary Site Design

### Fee: Hourly Rate (Estimated \$15,000)

1. Once a site design has been selected and revised accordingly, the 50% design concept will be prepared.
2. Using the information provided by the Surveyor, Grey and Osborne Inc., prepare the AutoCAD site base plan which will include equipment selections, designated restroom and play areas, park furniture, surfacing options, type sport courts, site circulation, improvements to Franklin Street, conceptual landscaping will be prepared, and images where helpful.



3. Submit the 50% design documents and “estimate of probable cost” to city staff for review and final approval.
4. Time associated with general project administration and coordination.

#### ASSUMPTIONS & EXCLUSIONS

- SEPA will not be required.

## Task 003 Stormwater Design

### Fee: Hourly Rate (Estimated \$10,000)

1. Site visit for downstream analysis.
2. Preparation of a storm drainage report per 2014 Ecology standards as adopted and amended by the City of Buckley. The report will include the following sections:
  - a) Summary / Project description.
  - b) Vicinity map.
  - c) Existing and Developed Conditions exhibits.
  - d) Detention exemption calculations.
  - e) BMP Feasibility Analysis.
3. Preparation of preliminary drainage design for on-site storm drainage system, which includes:
  - a) Storm drainage conveyance system.
  - b) Storm water detention system.
  - c) Stormwater BMPS.
4. Time associated with general project administration and coordination.

#### ASSUMPTIONS & EXCLUSIONS

- City will require a preliminary drainage report for construction drawings.
- City will obtain a Geotech report for the site.

## General Assumptions and Notes

- Scope and fees outlined above are based on the initial meeting with the City on 2/6/20, regarding the design of Miller Park.
- The Client shall provide Blueline with a soils/geotechnical engineering report, topographic survey in CAD format, and any critical areas reports.
- Any design or reports beyond those outlined in the above tasks are excluded. Should any additional work be requested by the Client an Additional Services Authorization (ASA) will be provided.
- Blueline will not pay any Agency fees on behalf of the Client.
- Obtaining any offsite easements (if required) will be the responsibility of the Client.



- The fees stated above do not include reimbursable expenses such as large format copies (larger than legal size), mileage, and plots. These will appear under a separate task called **EXPENSES (Estimate: \$500)**.
- Time and expense items are based on Blueline’s current hourly rates.
- These fees stated above are valid if accepted within 30 days of the date of the proposal.
- Blueline reserves the right to adjust fees per current market conditions for tasks not started within a year of contract execution.
- Client revisions requested after the work is completed will be billed at an hourly rate under a new task called Client Requested Revisions. A fee estimate can be provided to the Client prior to proceeding with the revisions.





# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Facility Use Agreement between DSHS/Rainier School and City of Buckley Fire Department</b>	<b>Agenda Date:, 2020 AB20-035</b>		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival		X
	Finance Dept – Saundra 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	
	Fire Dept. – Asst. Chief Skogen	X	X
<b>Attachments:</b> Facility Use Agreement			
<p>SUMMARY STATEMENT: The City of Buckley Fire Department has held a long-standing agreement with the Department of Social and Health Services, Rainier School for use of their facilities. The purpose of using these facilities is to conduct firefighter training. At the request of Rainier School, the terms of this agreement are for one year. This agreement renewal would remain in effect until January 1, 2021.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS March 4, 2020			
<p>RECOMMENDED ACTION: <b>MOVE to Approve the Facility Use Agreement between DSHS/Rainier School and the City of Buckley Fire Department.</b></p>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

FACILITY USE AGREEMENT  
BETWEEN

STATE OF WASHINGTON,  
DEPARTMENT OF SOCIAL AND HEALTH SERVICES,  
RAINIER SCHOOL

AND

City of Buckley Fire Dept

- 1. **Premises.** The State of Washington, Department of Social and Health Services, Rainier School (“DSHS”) grants a non-exclusive license to Buckley Fire Dept. (“Licensee”) for use of the following described premises:

**RAINIER SCHOOL STAFF DORM, BELLE KING BUILDING, BOYSCOUT CAMP AND/OR AVAILABLE CONFERENCE ROOMS, ALL COMMON AREAS GROUNDSWIDE , WITH PRIOR NOTIFICATION AND AGREEMENT BY ADMINISTRATION.**

No other property owned by DSHS shall be used for any purpose by the Licensee.

- 2. **Definitions.** “Licensee” means the individual or entity entering into this Facility Use Agreement and includes the Licensee’s owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Agreement.

“Participant” means any individual participating in the use of the Premises under the terms of this Agreement, who is not included under the definition of Licensee.

- 3. **Term.** This Facility Use Agreement (“Agreement”) shall begin 01/01/2020 and terminate on 01/01/2021, unless terminated sooner as provided herein.

- 4. **Permitted Use.** Licensee shall only use the Premises for the purpose(s) of Fire/Emergency/Recruit Training, at mutually agreeable dates and times. Licensee shall notify DSHS at least 2 days in advance prior to the use of the Premises.

Licensee shall notify DSHS at least 2 days in advance if Licensee needs to cancel use of the Premises for a specific event.

- 5. **Condition of Premises.** Licensee accepts Premises in their present condition “AS IS WHERE IS”. DSHS has no obligation to make any repairs, additions, or improvements to the Premises and expressly disclaims any warranty that the Premises are suitable for Licensee’s use.

- 6. **Responsibilities of Licensee.**

- a. Ensure Participants who use the Premises under this Agreement and are not employed by Licensee, sign the Indemnification and Hold Harmless Agreement in

Exhibit A prior to the date(s) of permitted use, and provide those documents to DSHS.

- b. Ensure Licensee and Participants stay within the Premises where the event or activity is held, and vacate the Premises after the event or activity has been completed, unless a walk-through of the Premises prior to departure is required.
- c. Notify DSHS of any individual who threatens the health or safety of Rainier School clients or other individuals, or damages the Premises. DSHS reserves the right to exclude any individual who violates the terms of this Agreement from future use of the Premises.
- d. Set-up of all conference rooms, and restoration of the layout of the rooms prior to departure.
- e. Supply all materials and equipment needed by Licensee, and remove materials and equipment from Premises upon departure. DSHS is not responsible for abandoned materials and equipment.

**Condition at End of Use.** Licensee, at its sole cost and expense, shall keep the Premises neat and clean, and return the Premises to DSHS in good condition upon departure. Shall reimburse for walls, woodwork, doors and windows that that are damaged by or due to training.

Licensee shall notify and participate in a walk-through with DSHS prior to Licensee's departure from the Premises, to verify the condition of the Premises.

- 7. **Mutual and offsetting benefits.** DSHS provides this license for use of the Premises in consideration of mutual and offsetting benefits to the Licensee.

DSHS provides this license for use of the Premises in consideration of receipt of the following services Staff training as needed and community service.

- 8. **Contacts.** The following individuals shall be responsible for all communications regarding the performance of this Agreement. Each party may amend the contact person by giving written notice to the other party.

The contact for the Licensee is:

Name: ALAN PREDMORE  
Title: CHIEF  
611 DIVISION ST. BUCKLEY WA 98321  
Phone: 360.829.1441

Email [apredmore@cityofbuckley.com](mailto:apredmore@cityofbuckley.com)

The contact for DSHS is:

Name: LYNN REEDY

Title: ADMIN OPS MANAGER  
 Address: RAINIER SCHOOL 2120 RYAN RD BUCKLEY WA 98321  
 Phone: 360.829.4938  
 Email: [ReedyIm@dshs.wa.gov](mailto:ReedyIm@dshs.wa.gov)

**9. Damage and Destruction.** If the Premises are damaged by fire or other casualty resulting from any act or negligence of Licensee’s or Participant’s use of the Premises, then Licensee shall be responsible for all costs of repair.

**10. Insurance.** The Licensee certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

\_\_\_\_\_  **The Licensee is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or**

\_\_\_\_\_  The Licensee maintains Commercial General Liability Insurance (CGL), to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.

**11. Indemnity / Hold Harmless.** The Licensee shall be responsible for and shall indemnify, defend, and hold DSHS harmless from any and all claims of liability, loss, or damage, including but not limited to claims for property damage, personal injury, or death, arising out of use of the Premises.

Licensee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

**12. Hazardous, Toxic, or Harmful Substances.** Licensee shall not use any substances on the Premises designated as or containing components designated as hazardous, toxic, dangerous, or harmful, or are subject to regulation by law.

**15. No Smoking.** Smoking is not allowed at any time on the Premises.

**16. Governing Law and Venue.** This Agreement shall be construed, interpreted and enforced pursuant to the laws of the State of Washington. Venue shall be in Thurston County.

**17. Revocation.** DSHS may revoke the license for this Agreement for any reason, by providing 90 calendar days written notice to the other party. In an emergency, DSHS may terminate the Agreement or specific event, and will notify the Lessee as soon as possible.

**19. Amendment.** This Agreement may only be modified by a written amendment signed by



## D. CONSENT AGENDA

**City Council**  
**February 11, 2020**

Mayor Johnson called the regularly scheduled meeting to order 7:00 PM.

Upon roll call the following members were present: Bender, Smith, Wilbanks, Burbank, Sundstrom, and Rose. Also present were: City Administrator Schmidt, Fire Chief Predmore, Asst. Fire Chief Skogen, Police Chief Arsanto, Asst. Police Chief Northam, Public Works Director Banks, City Planner Wallgren, Records Clerk Burkett, and City Clerk Percival.

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

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

**CITIZEN PARTICIPATION**

None.

**STAFF REPORTS**

Public Works Director Banks gave a report on how the City faired through last week's rain. He also stated that the City has hired a new Meter Reader Frank Inglin and he is doing an amazing job.

Fire Chief Predmore stated that they are currently working to update the Hazard Mitigation Plan. This will be the third renewal for this plan. We have reviewed the current plan to see what has been accomplished and are getting input from staff and Council for the update. This was brought to Council approximately a year and a half ago and now we are in the final stages of completing it so wanted to make sure that Council was aware and to contact him with any input.

City Planner Wallgren reported that the Jaeger Estates Public Hearing was held earlier today. She said it went very well and quite a few people showed up to testify. She is not expecting any issues and we should have a determination from the Hearing Examiner within the next 10 days. She also gave an update on long-range planning.

City Administrator Schmidt shared that the panel interviewed six candidates for the City Administrator position last Thursday and had given their top three choices to the Mayor

and City Administrator. They will be following up on those. Council member Smith stated that the panel was unanimous in the three candidates that moved forward.

## **MAIN AGENDA**

### **Res No. 20-03 Amending Personnel & Procedures Manual Revision #22**

**Council member Smith moved to Approve RES No. 20-03 Amending the Personnel Policy – Revision #22. Council member Rose seconded the motion. Motion carried.**

### **Amendment No. 1 to the Interlocal Cooperation Agreement for Emergency Medical Transport Services**

**Council member Smith moved to Approve Amendment #1 to the Interlocal Agreement between the City of Buckley, Town of Carbonado, Pierce County Fire District 25, and Pierce County Fire District 26 related to Emergency Medical Services. Council member Rose seconded the motion. Motion carried.**

### **Assignment and Assumption – DM Disposal, Co., Inc.**

**Council member Rose moved to Approve the Assignment and Assumption with DM Disposal Co., Inc. Council member Smith seconded the motion. Motion carried.**

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

City Administrator Schmidt shared that the City had received nine applications for the vacant Council position and the process we currently have in place is rather cumbersome for this many candidates. He also stated that the Admin/Finance/Public Safety Committee had reviewed the current policy and agreed that some changes will probably need to be made. One suggestion was an Ad hoc Committee to narrow down the applicants. Council member Sundstrom stated that he would like to see each candidate have five minutes in front of the Council and then they could narrow it down for prior to questions.

**Council member smith moved to Suspend the Current Rules for filling a Vacant Council Position until they can be reviewed and updated. Council member Rose seconded the motion. Motion carried.**

### **Executive Session – Buckley Feed Store Property**

**Council retreated into Executive Session at 7:24 PM, for approximately 10 minutes to discuss possible purchase price of the Buckley Feed Store Property, with possible action to follow. At 7:34, City Administrator Schmidt requested an additional 5 minutes. At 7:39, City Administrator Schmidt requested an additional 5 minutes. At 7:44, City Administrator Schmidt requested an additional 5 minutes. At 7:49, City Administrator Schmidt requested an additional 5 minutes.**

**Council returned from Executive Session and reconvened the City Council meeting at 7:54 PM.**

**Discussion on Possible Purchase of Feed Store Property**

**Council member Sundstrom moved to authorize the City Administrator to enter into negotiations with the Burbanks regarding the Buckley Feed Store Property. Council member Smith seconded the motion. Motion carried.**

**CONSENT AGENDA**

**Council Member Smith moved to approve the Consent Agenda. Council member Burbank seconded the motion. Motion carried.**

Claim check numbers 61022 through 61109 in the amount of \$125,098.97 for the period of January 29, 2020 through February 11, 2020, are hereby approved and ordered paid this 11<sup>th</sup> day of February 2020.

**COMMITTEE REPORTS**

**Mayor's Report:**

Mayor Johnson reported that she attended the AWC Mayor's Exchange in Olympia last Thursday and also went to the Legislature. She reviewed some of the bills that are being voted on that could affect the City.

**Administration, Finance & Public Safety:**

Council member Smith shared that the Committee met on February 5<sup>th</sup> at City Hall. He reported that they discussed the following: Hazard Mitigation Plan, Amendment to the Interlocal Agreement for EMS Transport, Agreement for Cooperative Purchasing, authorized the ordering of two new Police vehicles, oral boards for new officers will be conducted on October 20<sup>th</sup> and 21<sup>st</sup>, our newest Cadet is in week four at the academy, Finance is wrapping up year end and January close out. The Committee also briefly discussed now they would handle the approval of vouchers. Council member Smith also shared that Court Administrator Cash has stated that the Council is welcome to stop by any time to hear about Court or to attend a Court session. The final items that were reviewed were the updated job descriptions for the Building Official and Assistant Building Official, updated agreements for the Fire Chief and Assistant Fire Chief, Amending the Personnel Policy for Paid Family & Medical leave, and the Council Procedures for filling a vacancy.

**Transportation & Utilities:**

Council member Wilbanks stated that the Committee will be meeting on February 18<sup>th</sup> at 4:00 PM at City Hall.

**Community Services:**

Council member Rose stated that the Committee will be meeting on February 20<sup>th</sup> at 1:00 PM at City Hall.

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

None.

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

**With nothing further the meeting was adjourned at 8:08 PM.**

---

Mayor

---

City Administrator

Prepared by: Treva Percival, City Clerk

**City Council**  
**February 25, 2020**

Mayor Johnson called the regularly scheduled meeting to order at 7:00 PM.

Upon roll call the following members were present: Bender, Smith, Rose, Burbank, Wilbanks, and Sundstrom. Also present were City Administrator Schmidt, City Planner Wallgren and City Clerk Percival.

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

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

**CITIZEN PARTICIPATION**

**County Councilmember Morrell**

County Councilmember Morrell stated that he enjoys coming to Buckley and gave an update on what the County is working on.

**STAFF REPORTS**

City Administrator Schmidt reported that the Mayor has made a verbal offer for the new City Administrator.

**MAIN AGENDA**

**ORD No. 02-20 Amending 2020 City Employee Salary Scale**

**Council member Smith moved to Approve ORD No. 02-20 Amending the 2020 City Employee Salary Scale. Council member Rose seconded the motion. Upon roll call vote, motion carried 5/1.**

**RES No. 20-04 Amending the Cities Taxes, Rates and Fees Schedule**

**Council member Wilbanks moved to Approve the Resolution No. 20-04 Revising the Comprehensive Taxes, Rates and Fees Schedule to Adjust Garbage Rates and Charges. Council member Smith seconded the motion. Motion carried.**

**RES No. 20-05 Replacing City Policies for Filling Council Vacancies**

**Council member Rose moved to Approve Resolution No. 20-05 Replacing City Policies for Filling Council Vacancies. Council member Smith seconded the motion. Motion carried.**

**Engineering Design and Preparation of Bid/Construction Documents for River Avenue Improvements**

Council member Smith moved to Approve the Consultant Agreement for Engineering Design and Preparation of Bid/Construction Documents for the River Avenue Improvements (Jefferson Ave. to Main St.). Council member Rose seconded the motion. Motion carried.

**Amendment to Employment Contract – Fire Chief**

Council member Burbank moved to Approve the Amendment to the Employment Agreement with Fire Chief Predmore. Council member Smith seconded the motion. Motion carried.

**Amendment to the Employment Contract – Asst. Fire Chief**

Council member Smith moved to Approve the Amendment to the Employment Agreement with Asst. Fire Chief Skogen. Council member Rose seconded the motion. Motion carried.

**CONSENT AGENDA**

Council Member Smith moved to approve the Consent Agenda. Council member Burbank seconded the motion. Motion carried.

Approve Minutes of January 28, 2020, City Council Meeting  
Approve Minutes of February 4, 2020, City Council Study Session

Claim check numbers 61110 through 61138 in the amount of \$ 131,338.02 for the period of February 12, 2020 through February 25, 2020, are hereby approved and ordered paid this 25<sup>th</sup> day of February 2020.

Payroll check numbers 38421 through 38463 in the amount of \$ 85,158.90, and ACH payroll in the amount of \$ 386,806.17, for the month of January 2020, and Treasurer check numbers 12226 through 12228 in the amount of \$ 850.00, and EFT payments in the amount of \$ 14,732.66, are hereby approved and ordered paid this 25<sup>th</sup> day of February 2020.

**COMMITTEE REPORTS**

**Mayor's Report:**

Mayor Johnson gave a brief legislative update and urged everyone to contact their legislators.

### **Administration, Finance & Public Safety:**

Council member Smith shared that the Committee met on February 19<sup>th</sup> and discussed or received updates on the following:

- Police: Cadaver dogs are being brought out on February 22<sup>nd</sup> to search for the missing client from Rainier State School. Oral boards for new Police candidates will be held on February 27<sup>th</sup> and 28<sup>th</sup>.
- Finance: Central Pension Audit is scheduled for March 9, 2020. Still working on 2019 year-end closeout.
- Court: Training months are coming up for the Court Administrator, Court Clerk and Judge. They are working to reconfigure their space.
- IT: Upgrades are going on now.
- Fire: Reviewed some Interlocal Agreements that will be coming to Council soon.

Admin: Reviewed a draft of the new Council vacancy policies.

The Committee decided to schedule a Special Council meeting on March 17<sup>th</sup> at 6:30 PM to interview the candidates for the vacant Council seat.

The Committee also reviewed an event application for a street dance during the Buckley Log Show. The Committee decided to move this to a Study Session to hear feedback from the full Council.

Next meeting is March 4<sup>th</sup> at 4:00 PM at City Hall.

### **Transportation & Utilities:**

Council member Wilbanks shared that the Committee met on February 18<sup>th</sup> and discussed the following:

- Garbage rate increase
- Possibly having garbage billing go back to DM Disposal instead of through the City.
- Alternate sewer rates.
- Spiketon Culvert project.

Next meeting is on March 17<sup>th</sup> at 4:00 PM at City Hall.

**Community Services:**

Council member Rose shared that the Committee met on February 20<sup>th</sup> and reviewed possibly adding a new fee waiver option for the Youth Activity Center and the Multi-Purpose Center so that they match with the Buckley Hall. The Rescue Church that meets on Saturday evenings at the Multi-Purpose Center has requested to move to the Youth Activity Center. All of the concerts for music in the park have been scheduled for the summer. The Mother/Son Dance is coming up at Buckley Hall.

Council member Bender wanted to thank the Fright Factory for their donation to pay for one of the music in the park performers.

Next meeting is on March 19<sup>th</sup> at 1:00 PM at City Hall.

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

Council member Smith shared a letter he received from a citizen regarding concerns about a property. Staff will check on it.

Council member Sundstrom shared his thoughts and praising and criticizing folks in an open public meeting.

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

**With nothing further the meeting was adjourned at 7:45 PM.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Administrator

Prepared by: City Clerk Treva Percival, MMC

**CITY COUNCIL  
STUDY SESSION**

**March 3, 2020**

**ATTENDEES:** Councilmembers Bender, Smith, Rose, Wilbanks, and Sundstrom. Also in attendance were Mayor Johnson, City Administrator Schmidt, Fire Chief Predmore, Asst. Fire Chief Skogen, Police Chief Arsanto, Public Works Director Banks and Administrative Asst. Clark.

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

Mayor Johnson introduced Paul Weed to the council. Paul will be replacing City Administrator Schmidt when he retires.

The council discussed the event application for Log Show Street Dance. Further discussion is needed.

The council opened discussion for Tiered Sewer Rates. After discussion, the council has decided to wait until they have a full council and then will look into this further.

With nothing further, the Study Session was adjourned at 8:21 PM.

---

City Administrator Dave Schmidt

Mayor Pat Johnson

Prepared by: Administrative Assistant Jessica Clark

## E. COMMITTEE REPORTS