



BUCKLEY CITY COUNCIL MEETING AGENDA
October 8, 2019
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 #20-19
Next Resolution #19-07
Next Agenda Bill #AB19-097

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. | Crystal Mountain Resort Presentation – Frank DeBerry | Pg. 9 |
| 2. | PW Shop and Police Station Parking Lots Change Order | Pg. : |
| 3. | Purchase and Sale Agreement – Police Station | Pg. 35 |
| 4. | Purchase and Sale Agreement – Fire Station | Pg. 53 |

D. Consent Agenda

- | | | | |
|----|----|---------------------------------------|--------|
| 5. | A. | Approve Minutes of August 27, 2019 | Pg. 64 |
| | | Approve Minutes of September 24, 2019 | Pg. 67 |
| | B. | Transfer Voucher | Pg. 6: |

E. Committee Reports

- | | | |
|-----|---|------------|
| 6. | Mayor's Report | Johnson |
| 7. | Administration, Finance & Public Safety | Tremblay |
| 8. | Transportation & Utilities | B. Burkett |
| 9. | Community Services | S. Burkett |
| 10. | 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

October 2019

Oct. 7	7:00 PM	Planning Commission
Oct. 8	9:30 AM	Admin/Finance/Public Safety (City Hall)
Oct. 8	7:00 PM	City Council
Oct. 14	10:30 AM	Buckley Hall Board (City Hall)
Oct. 15	7:00 PM	Transportation & Utilities (City Shop)
Oct. 17	1:00 PM	Community Services (City Hall)
Oct. 21	7:00 PM	Planning Commission
Oct. 22	9:30 AM	Admin/Finance/Public Safety (City Hall)
Oct. 22	7:00 PM	City Council
Oct. 29	6:30 PM	City Council Budget Workshop (Special Meeting and Time)

The above meetings will be held in the Multi-Purpose Center located at 811 Main Street unless otherwise noted.
Last Revised October 3, 2019



October 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 7 City Council Study Session- CANCELLED	2	3	4	5
6	7 7 Planning Commission	8 9:30 A/F/PS 7 City Council	9	10	11	12
13	14 10:30 Buckley Hall Board	15 7 Transp. & Utilities	16	17 1 Community Services	18	19
20	21 7 Planning Commission	22 9:30 A/F/PS 7 City Council	23	24	25	26
27	28	29 6:30 City Council Budget Workshop	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			
SUBJECT: Frank DeBerry – Crystal Mountain Resort Presentation Cost Impact: N/A Fund Source: N/A Timeline: N/A	Agenda Date: October 8, 2019 AB19-097		
	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: None			
SUMMARY STATEMENT: Crystal Mountain Resort Leader Frank DeBerry is planning to give a short presentation to the City Council on the happenings at Crystal Mountain.			
COMMITTEE REVIEW AND RECOMMENDATION: None.			
RECOMMENDED ACTION: N/A			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Ratify Public Works Shop and Police Station Parking Lots – Change Order #1 Cost Impact: \$13,714.94 Fund Source: Timeline:	Agenda Date: October 8, 2019 AB19-098		
	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 – 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: Change Order #1			
SUMMARY STATEMENT: See attached breakdown of Change Order #1. Change Order #1 is additional work at the request of the City of Buckley.			
COMMITTEE REVIEW AND RECOMMENDATION: Transportation & Utilities 9/17/19 and Admin, Finance & PS 9/24/19			
RECOMMENDED ACTION: MOVE to Ratify Change Order #1 to the Public Works and Police Station Parking Lots			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

CHANGE ORDER

Project Title: Public Works Shop and Police Station Parking Lots
Owner: City of Buckley **Contractor Name:** Titan Earthwork LLC
Change Order No. 1 **Contractor Address** 1585 Valentine Avenue
Change Order Date September 24, 2019 Pacific, WA 98038
G&O No. 19452

The following changes are hereby made to the Contract Documents:

SCHEDULE A: PUBLIC WORKS SHOP PARKING LOT

ITEM 1: Pavement Revision (COP 3)

Install 3 inches of HMA over 3 inches of Crushed Surfacing Top Course in lieu of 4 inches of HMA. See attached Sheet RD-1.

The following payment items are adjusted:

No.	Description	Original Contract Quantity	Unit Price	Adjusted Contract Quantity	Quantity Revision	Contract Price Revision
9	Crushed Surfacing Top Course	20 TN	\$58.00	50 TN	30 TN	\$1,740.00
10	Commercial HMA	45 TN	\$165.00	34 TN	(11 TN)	(\$1,815.00)

The Contractor will be paid based on the actual quantities installed.

The estimated cost for this work is:..... (\$75.00)

Justification: The additional is the result of changed site conditions. After grading for the 4 inches of HMA there was not any existing crushed surfacing material remaining.

ITEM 2: Stormwater Revisions (COP 2)

Install the stormwater revisions shown on the attached Drawing C-1. The revisions include installing 80 lf of 8-inch storm pipe, one concrete inlet, one catch basin type 1.

The following payment items are added to the Contract:

No.	Description	Quantity	Unit Price	Total
18	Concrete Inlet	1 EA	\$2,500	\$2,500
19	Catch Basin, Type 1	1 EA	\$2,500	\$2,500
20	Storm Pipe, 8 In. Diam. (Incl. Bedding)	80 LF	\$62.50	\$5,000

The Contractor will be paid based on the actual quantities installed.

The estimated cost for this work is:..... \$10,000.00

The removal of the existing storm pipe (approximately 80 lf), storm structure, backfilling of the trench and parking lot grading for the additional pavement depth will be paid by force account under Minor Changes.

Working Days: An additional three working days will be added to the Contract

Justification: The additional work is at the request of the Contracting Agency.

SCHEDULE B: POLICE STATION PARKING LOT

ITEM 1: Fence Slats (COP 1)

Install black slats in the fence and gates that will be install at the Police Station.

The lump sum cost for this work is:\$3,789.94

Justification: The additional work is at the request of the Contracting Agency.

ITEM 2: Note Revision

Delete the second and third sentence of Gate Operator Note 5 on Sheet C-2.

The lump sum cost for this work is:\$0.00

Justification: The change is made since the City has determined there is sufficient electrical capacity to operate the cantilevered rolling gate.

CHANGE TO CONTRACT PRICE

Original Contract Amount (without tax):\$215,372.65
Current Contract Amount, as adjusted by previous change orders:\$215,372.65
The Contract Amount due to this Change Order will be increased by:\$13,714.94
The new Contract Amount (without tax) due to this Change Order will be:.....\$229,087.59

CHANGE TO CONTRACT TIME

The Substantial Completion Contract Time will be increased by 3 working days, for a total of 43 working days.

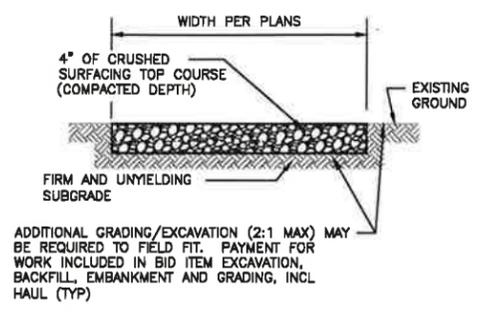
The Physical Completion Contract Time will be increased by 3 working days, for a total of 53 working days.

This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order he foregoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

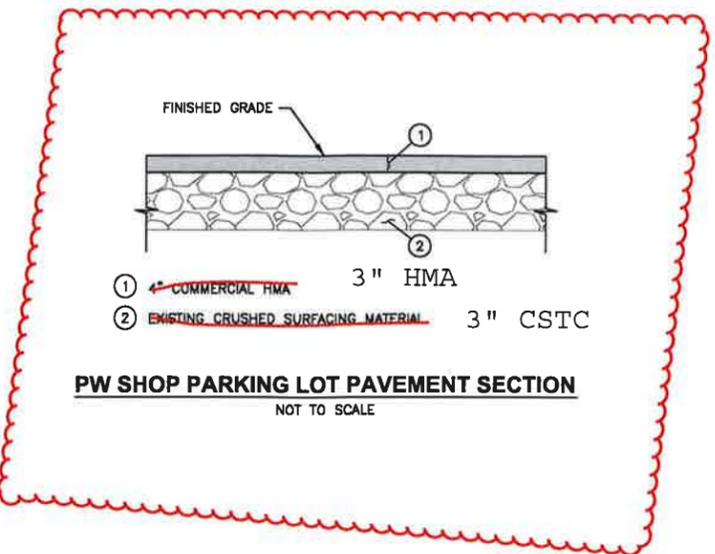
GRAY & OSBORNE, INC. (RECOMMENDED)  Date 9/24/2019

TITAN EARTHWORK LLC (ACCEPTED)  Date 9.25.2019

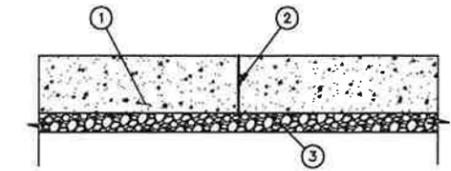
CITY OF BUCKLEY (ACCEPTED)  Date 9/25/19



GRAVEL SHOULDER REPAIR DETAIL
NOT TO SCALE

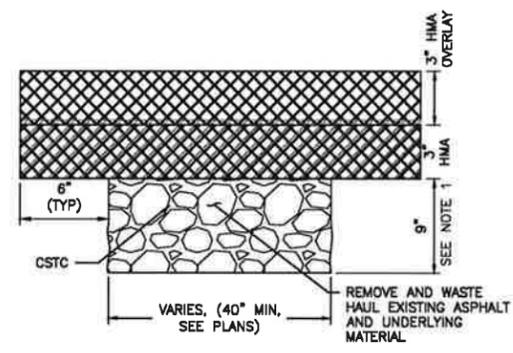


PW SHOP PARKING LOT PAVEMENT SECTION
NOT TO SCALE



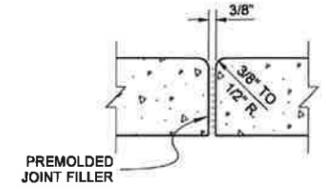
- ① 6" CEMENT CONCRETE (CL 4000)
- ② LONGITUDINAL AND TRANSVERSE FULL DEPTH 3/8" EXPANSION JOINT SHALL BE INSTALLED EVERY 10' (MAX). SEE DETAIL THIS SHEET
- ③ 2" MIN CRUSHED SURFACING TOP COURSE

CEMENT CONCRETE ADA PARKING PAD SECTION
NOT TO SCALE

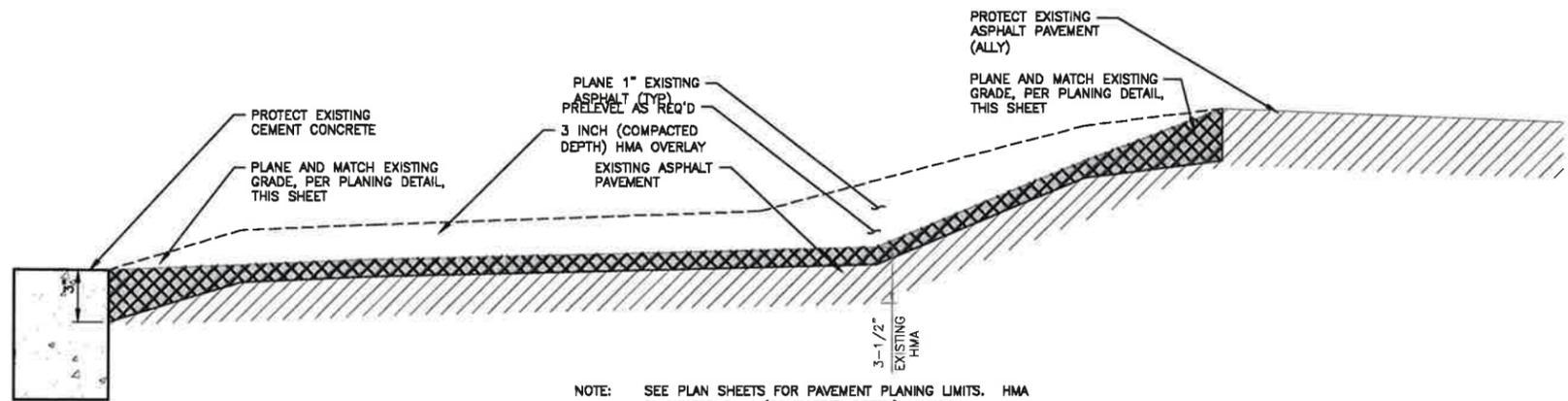


- NOTES:**
1. PAYMENT FOR EXCAVATION AND WASTE HAUL OF EXISTING MATERIAL WITHIN THE FIRST 12-INCHES BELOW EXISTING GRADE WILL BE MADE UNDER THE UNIT CONTRACT PRICE PER SQUARE YARD FOR "PAVEMENT REPAIR EXCAVATION INCL HAUL".
 2. AREAS EXCAVATED DUE TO UNSTABLE FOUNDATION MATERIAL SHALL BE BACKFILLED WITH CRUSHED SURFACING TOP COURSE.
 3. AREAS TO BE REPAIRED TO BE MARKED IN FIELD BY CONTRACTING AGENCY.

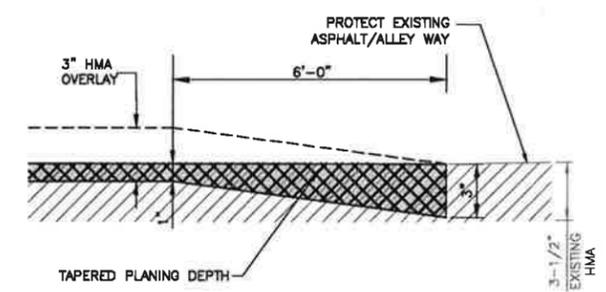
PAVEMENT REPAIR DETAIL
NOT TO SCALE



EXPANSION JOINT DETAIL
NOT TO SCALE



NOTE: SEE PLAN SHEETS FOR PAVEMENT PLANING LIMITS. HMA THICKNESS 2-IN (COMPACTED DEPTH) MINIMUM.
POLICE STATION EASTERN PARKING LOT TYPICAL SECTION
NOT TO SCALE



- NOTE: SEE PLAN SHEETS FOR PAVEMENT PLANING LIMITS

PLANING DETAIL
NOT TO SCALE

Gray & Osborne, Inc.
CONSULTING ENGINEERS
1130 RAMBER AVENUE SOUTH, SUITE 300
SEATTLE, WASHINGTON 98144 • (206) 264-0680

DATE: JULY, 2019	DRAWN: CNT	CHECKED: TAN	APPROVED: TLS
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REVISION	DATE	APPD

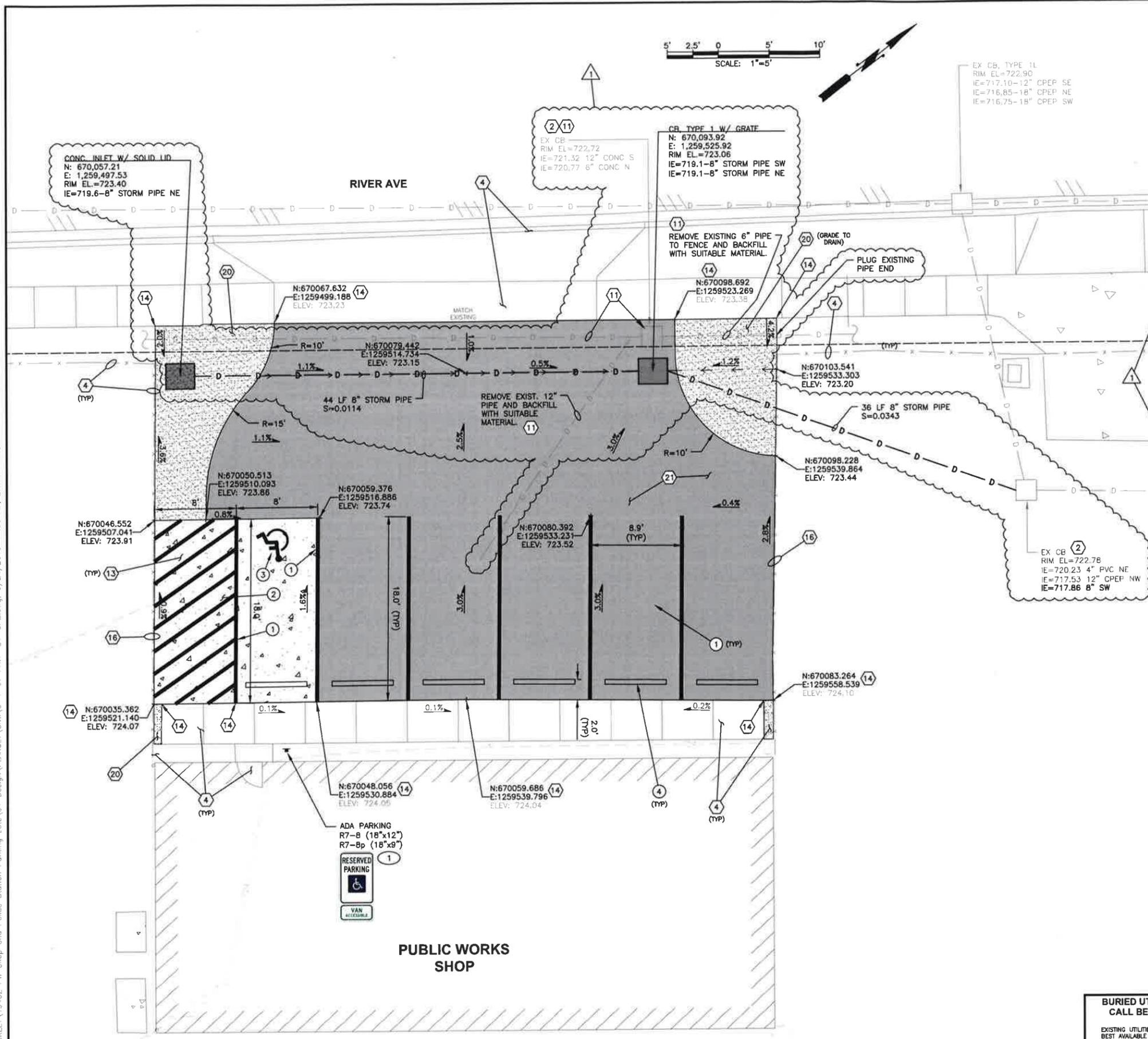


CITY OF BUCKLEY
PIERCE COUNTY WASHINGTON
PUBLIC WORKS SHOP AND POLICE STATION PARKING LOTS
ROADWAY DETAILS

SHEET: RD-1
OF: 21
JOB NO.: 19452
DWG: RD-1 10-RD-1

I:\BUCKLEY\19452 pw shop and police station parking lots\01 design\PLANSET\Civil\RD-1 10-RD-1.dwg, 7/18/2019 10:39 AM, CORY TAYLOR

L:\BUCKLEY\19452 PW Shop and Police Station Parking Lots\DWG\PLANSET\Civil\1-07 PAVP-S1-OP2.dwg, 9/24/2019 11:56 AM, BRYAN WANG



GENERAL NOTES

1. THE CONTRACTOR MAY BARRICADE THE PUBLIC WORKS SHOP PARKING LOT FOR A MAXIMUM OF 2-CONSECUTIVE WEEKS TO COMPLETE THE WORK. PEDESTRIAN ACCESS ALONG RIVER AVE SHALL BE MAINTAINED.
2. THE CONTRACTOR MAY BARRICADE THE POLICE STATION PARKING LOT FOR A MAXIMUM OF 4-CONSECUTIVE WEEKS TO COMPLETE THE WORK. PEDESTRIAN ACCESS SHALL BE MAINTAINED ALONG CEDAR ST, AND ALL ENTRANCES TO THE POLICE STATION. THE PEDESTRIAN PATH SHALL BE CLEARLY MARKED.

ROADWAY & STORM DRAINAGE NOTES

1. CAUTION: POTENTIAL UTILITY CONFLICT. VERIFY (POTHOLE) EXACT LOCATION AND DEPTH OF EXISTING UTILITY. SEE ORDER OF WORK.
2. INSTALL STORM DRAIN INLET PROTECTION, PER DETAIL, SHEET G-4.
3. -VACANT-
4. PROTECT EXISTING CURB, SIDEWALK, FENCE, LUMINAIRE, BUILDING & OVERHANG, TREE, LANDSCAPING AND IRRIGATION SYSTEM DURING CONSTRUCTION.
5. SAWCUT EXISTING PAVEMENT AND SEAL JOINT (WHERE APPLICABLE) THEN APPLY SAND BLANKET TO THE SURFACE JOINT. SEE BUTT JOINT DETAIL ON SHEET RD-3.
6. SAWCUT EXISTING CURB AND/OR SIDEWALK TO NEAREST FULL JOINT AND PROVIDE CLEAN EDGE.
7. REMOVE AND WASTEHAUL EXISTING CURB, GUTTER, SIDEWALK, PAVEMENT, GRAVEL, BOLLARD, FENCE, AND GATE PER THE SPECIFICATIONS. COORDINATE WITH CONTRACTING AGENCY AS REQUIRED. THIS WORK TO BE INCLUDED IN REMOVAL OF STRUCTURE AND OBSTRUCTION.
8. PLANE EXISTING PAVEMENT PER DETAIL, SHEET RD-1.
9. INSTALL CONCRETE INLET. SEE DETAIL, SHEET SD-1.
10. CONNECT NEW STORM STRUCTURE TO EXISTING STORM PIPE/CATCH BASIN.
11. ADJUST EXISTING CATCH-BASIN TO GRADE.
12. PAVEMENT EXISTING ASPHALT PAVEMENT 1-IN. SEE TYPICAL SECTION, SHEET RD-1.
13. CONSTRUCT CEMENT CONCRETE ADA PARKING STALL, PER DETAIL, SHEET RD-4.
14. MATCH EXISTING GRADE.
15. CONSTRUCT NEW FENCE PER FENCE DETAILS, SHEETS RD-7-RD-8.
16. PROTECT OR REMOVE AND REINSTALL EXISTING FENCE AT GRADE. COORDINATE WITH CONTRACTING AGENCY.
17. CONSTRUCT EXTRUDED CEMENT CONCRETE CURB PER DETAIL, SHEET RD-2, AND PAINT CURB YELLOW.
18. AREA TO BE EXCAVATED AND GRADED, GRADE TO DRAIN.
19. CONSTRUCT PAVEMENT REPAIR, PER DETAIL, SHEET RD-1.
20. CONSTRUCT GRAVEL SHOULDER REPAIR, PER DETAIL, SHEET RD-1.
21. SEE PUBLIC WORKS SHOP PARKING LOT PAVEMENT SECTION, SHEET RD-1.
22. INSTALL PEDESTRIAN GATE, SEE DETAIL, SHEET RD-7.
23. SEE POLICE STATION PARKING LOT CROSS SECTION, SHEET RD-1.
24. CONSTRUCT CEMENT CONCRETE DRIVEWAY, PER DETAIL, SHEET RD-4.

GENERAL CHANNELIZATION AND SIGNING NOTES

1. ALL SIGN TYPES, COLORS, AND DIMENSIONS ARE STANDARD PER THE MUTCD, UNLESS OTHERWISE INDICATED.
2. SIGNS SHALL BE CONSTRUCTED ENTIRELY OF TYPE III OR TYPE IV REFLECTIVE SHEETING PER WSDOT STANDARD SPECIFICATIONS SECTION 9-28.12.

CHANNELIZATION NOTES:

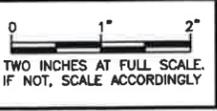
1. CONTRACTOR SHALL FURNISH AND INSTALL 4" PAINTED WHITE EDGE LINE PER WSDOT STD PLAN M-17.10, SHEET CH-2.
2. CONTRACTOR SHALL FURNISH AND INSTALL 4" PAINTED YELLOW LINE FOR ACCESSIBLE PARKING STALL, SEE WSDOT STD PLAN M-17.10, SHEET CH-2
3. CONTRACTOR SHALL FURNISH AND INSTALL PAINTED ACCESS PARKING SPACE SYMBOL PER WSDOT STANDARD PLAN M-24.60, PER SHEET CH-3.
4. CONSTRUCT PRECAST CONCRETE BUMPER CURB, PER DETAIL, SHEET RD-4.

SIGNING NOTES:

1. FURNISH AND INSTALL NEW SIGN AND POST, TYPE ST-4, PER WSDOT STD PLAN G-24.50-04 SHEET CH-2.

BURIED UTILITIES IN AREA CALL BEFORE YOU DIG 1-811
EXISTING UTILITIES SHOWN ARE FROM THE BEST AVAILABLE INFORMATION AND NO GUARANTEE IS MADE AS TO THE EXACT SIZE, TYPE, LOCATION OR DEPTH

RIGHT-OF-WAY DISCLAIMER
THE RIGHT-OF-WAY AND/OR PROPERTY LINES SHOWN HEREON ARE BASED ON AVAILABLE INFORMATION, NOT ON A SURVEYED LOCATION AND ARE ONLY APPROXIMATE.



Gray & Osborne, Inc.
CONSULTING ENGINEERS
1130 BANNER AVENUE SOUTH, SUITE 300
SEATTLE, WASHINGTON 98144 • (206) 284-0860

DATE: JULY, 2019	DRAWN: CMT	CHECKED: TAN	APPROVED: TJS
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REVISIONS	DATE	APPD
1	9/24/2019	C.B.W.

No.	REVISION

CITY OF BUCKLEY
PIERCE COUNTY WASHINGTON
PUBLIC WORKS SHOP AND POLICE STATION PARKING LOTS
SCH A - PUBLIC WORKS SHOP SITE PLAN

SHEET: **C-1**
OF: **21**
JOB NO.: 19452
DWG: PAVP-S1-OP2



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Agreement: Purchase & Sale Between the City and Karli & Michael Britt	Agenda Date: October 8, 2019 AB19-099		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Greg Rubstello		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: Real Estate Purchase and Sale Agreement			
<p>SUMMARY STATEMENT: This Agreement is related to Karli and Michael Britt’s purchase of the former Buckley Police Station. Purchase Price for the property is \$125,000. Please see attached Purchase and Sale Agreement for further information.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None.			
<p>RECOMMENDED ACTION: MOVE to Approve the Purchase and Sale Agreement Between the City and Karli & Michael Britt.</p>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this “Agreement”) is by and between Karli Britt and Michael Britt, husband and wife (“Buyer”), and the City of Buckley, a municipal corporation of the State of Washington (“Seller”).

In consideration of the mutual covenants, conditions and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. **Effective Date.** This Agreement is dated and effective as of the date of approval by the Buckley City Council. The City Council shall have up to thirty (30) days from the execution of this Agreement by Seller to approve the Agreement, otherwise the Seller’s signature shall be non-binding and this Agreement shall have no legal effect.

2. **Property to be Purchased.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller in its AS Is condition, the real property, together with any improvements thereon, located at 133 Cedar Street, Buckley, Pierce County, Washington, commonly known as the Old Police Station, and legally described in Exhibit A attached hereto and incorporated herein as if specifically set forth (the “Property”).

3. **Purchase Price.** The purchase price for the Property is One Hundred and Twenty-Five Thousand Dollars and No/100 (\$125,000) (the “Purchase Price”). The Purchase Price shall be paid to Seller in United States Dollars or its equivalent, less earnest money deposited in escrow, at closing. In addition to the purchase price, Buyer agrees as additional consideration to Seller for Seller’s agreements herein, to purchase the Property subject to an agreement with Westcom Broadband, Inc., an agreement benefiting the Seller by allowing Westcom Broadband, Inc. to continue providing wireless broadband to the public. The “Westcom Site Agreement” is attached hereto as Exhibit B and incorporated herein as if specifically set forth.

4. **Earnest Money Deposit.** Buyer shall deposit with escrow agent, as Earnest Money, a promissory note in the amount of One Hundred Dollars (\$100.00) within five (5) business days of the effective date of this Agreement. The promissory note shall be converted to cash and paid to Seller upon waiver of the feasibility contingency. All Earnest Money payments shall be paid to Escrow, applicable to Purchase Price at Closing and shall be nonrefundable except in the event of Seller’s default.

5. **Title to Property.**

5.1 **Conveyance.** On the Closing Date, Seller shall convey to Buyer fee simple title to the Property by a duly executed and acknowledged standard form Statutory Warranty Deed (the “Deed”), subject to all easements, leases, restrictions, and covenants of record.

5.2 **Title Commitment.** Within seven (7) calendar days following the effective date of this Agreement, Seller, at its expense, shall cause to be furnished to Buyer a preliminary title insurance commitment (the “Commitment”) covering the Property, issued by a state licensed Title Insurance Company (the “Title Company”), together with copies of all recorded documents

listed as special exceptions therein. Buyer shall have twenty (20) calendar days after receipt of the Title Report and exceptions within which to notify Seller in writing of Buyer's disapproval of any exceptions shown in the Title Report; provided, however, Buyer shall not be required to object to any monetary liens or encumbrances. Subject to any monetary liens or encumbrances created by Buyer, Seller shall cause any such monetary liens or encumbrances to be removed on or before the Closing. Failure of Buyer to disapprove any exception within the twenty (20) calendar-day period shall be deemed an approval of the exceptions shown in the Title Report. As to any exceptions to title placed of record or first identified after issuance of the Title Report or revealed by any supplemental report, there shall be a thirty (30) day period after Buyer's receipt of the supplemental Title Report for Buyer to review and approve such exceptions on the same basis as provided above and the closing date shall be extended by such review period to accommodate such review.

5.3 **Right to Cure Title Defects.** If Buyer disapproves a title exception within the time period provided in Section 5.2, Seller shall have five (5) days following receipt of Buyer's objection to give Buyer written notice specifying which objectionable title exceptions, if any, Seller shall use commercially reasonable efforts to remove from title on or before the Closing. If Buyer gives Seller such notice, but Seller is unable, despite Seller's commercially reasonable efforts, to remove any such objectionable title defect on or before the Closing, Buyer may elect to either (i) terminate this Agreement, in which event all further rights and obligations of the parties shall cease; or (ii) waive Buyer's previous title objection and to proceed with the purchase of and take the Property subject to such exception, without any reduction in the Purchase Price and otherwise pursuant to the terms of this Agreement. If Seller either: (i) gives Buyer timely notice that Seller has elected not to attempt to remove all of the objected to title exceptions; or (ii) fails to give notice timely to Buyer, Buyer shall have five (5) calendar days after Buyer's receipt of Seller's notice or the expiration of the five (5) day time period, as applicable, to notify Seller in writing of Buyer's election to (a) proceed with the purchase of and take the Property subject to such previously disapproved exceptions without any reduction in the Purchase Price and otherwise pursuant to the terms of this Agreement; or (b) terminate this Agreement, in which event the Earnest Money shall be refunded to Buyer and the parties thereafter shall be relieved of any further rights and obligations under this Agreement. If Buyer shall fail to notify Seller timely of its election to proceed under clause (a) above, Buyer shall be deemed to have elected to terminate this Agreement, in which event the parties thereafter shall be relieved of any further rights and obligations under this Agreement, and each party shall bear its own costs incurred under this Agreement.

5.4 **Title Policy.** The parties shall, at Buyer's sole expense, cause Title Company to issue to Buyer at Closing a standard form coverage owner's policy of title insurance insuring Buyer's title to the Property in the full amount of the Purchase Price (the "Title Policy"). At Buyer's option and expense, Buyer may require that the title insurance policy to be issued to Buyer at Closing be an ALTA extended coverage owner's policy.

6. **Contingency and Permit Periods.**

6.1 **Buyer's Contingency Period.** Buyer shall have Ninety (90) calendar days from the Effective Date (the "Contingency Period") to satisfy itself concerning the suitability and condition of the Property and its zoning. Buyer shall diligently and continuously work to resolve

and satisfy itself with respect to the foregoing matters. If Buyer determines (in its sole and complete discretion) that it is not satisfied with such matters, Buyer may, at any time on or before 5 p.m. (Pacific Time) on the last day of the Contingency Period, rescind this Agreement by giving written notice to Seller. In the event of such rescission, this Agreement thereafter shall be null and void and neither party shall have any obligation to the other. If Buyer does not notify Seller that it is rescinding this Agreement within the time-period specified above, then the foregoing conditions shall be deemed waived. During the contingency period, Buyer may enter upon the property for purposes of inspection and testing. Buyer shall reimburse Seller for any damages it causes to the property during any inspection or testing and shall hold Seller harmless from any injuries to Buyer's officials, employees, consultant's or other representatives performing the testing or inspection, incurred on the property during such inspection or testing.

Seller will make available to Buyer, for review and copying, any and all studies, reports and significant documents pertaining to the land, such as engineering documents, asbestos studies or records, survey records, geological studies, leases, permits, environmental studies, lead paint, etc. it knowingly has in its possession. Seller has provided buyer with (1) Building Health and Safety Occupancy Assessment dated December 22, 2015 prepared by Catalyst NW, LLC; (2) Limited Survey Asbestos and Lead-based Paint Report dated December 3, 2015 prepared by Pacific Rim Environmental, Inc., and an Indoor Air Quality Spore Trap Analysis dated October 23, 2015 prepared by EMLab P&K.

7. **Brokers and Commissions.** There are no Brokers and Commissions involved in this transaction.

8. **Closing.**

8.1 **Closing Date.** This purchase and sale will be closed at the Kraft Law Office in Bonney Lake, WA. The closing ("Closing") will occur no later than sixty (60) days following the conclusion of Buyer's contingency period. Buyer shall have the option to extend Closing by exercising one six month right of extension by giving written notice to Seller and pays One Thousand Dollars (\$1,000) into Escrow for the extension prior to the foregoing closing date. Said payment shall be applicable to the Purchase Price at Closing and will not be refundable except in the event of Sellers breach of this Agreement. If Closing does not occur on or before the Closing Date, or any later date mutually agreed to in writing by Seller and Buyer (which date shall then become the "Closing Date"), the escrow agent shall immediately terminate the escrow and return all documents to the party that deposited them.

8.2 **Real Property Prorations.** All revenues and expenses of the Property, including but not limited to, real property taxes, special assessments, rents, water, sewer and utility charges, and other expenses normal to the ownership, use, operation and maintenance of the Property shall be prorated as of 12:01 a.m. on the Closing Date. Seller and Buyer hereby agree that if any of the aforesaid prorations cannot be calculated accurately on the Closing Date, then the same shall be calculated within thirty (30) days after the Closing Date and either party owing the other party a sum of money based on subsequent prorations(s) shall promptly pay said sum to the other party. If payment is not made within ten (10) days after delivery of a bill therefore, the owing party shall pay interest on such amounts at the rate of eight percent (8%) per annum from the Closing Date to the date of payment.

8.3 **Seller's Escrow Deposits.** On or before the Closing Date, Seller shall deposit into escrow the following:

8.3.1 the duly executed and acknowledged Deed;

8.3.2 a duly executed and completed Real Estate Excise Tax Affidavit;

8.3.3 a duly executed non-foreign affidavit pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended; and

8.3.4 all documents and/or funds required to remove all monetary liens, encumbrances or assessments and to pay Seller's closing costs described in Section 8.6.1.

8.4 **Buyer's Escrow Deposits.** On or before the Closing Date, Buyer shall deposit into escrow the following:

8.4.1 cash in an amount sufficient to pay the Purchase Price, plus the Buyer's closing costs described in Section 8.6.2;

8.4.2 a full executed Westcom Site Agreement (Exhibit B hereto) for recording; and

8.4.3 a duly executed and completed Real Estate Excise Tax Affidavit.

8.5 **Additional Instruments and Documents.** Seller and Buyer shall each deposit into escrow any other instruments and documents that are reasonably required by the escrow agent or otherwise required to close the escrow and consummate the purchase and sale of the Property in accordance with this Agreement.

8.6 **Closing Costs.**

8.6.1 **Seller's Costs.** None (\$00.00).

8.6.2 **Buyer's Costs.** At Closing, Buyer shall pay all costs of closing, including (a) the cost of recording the Deed; (b) the Title Company's escrow fee; and (c) the premiums for the title policy and any title policy endorsements or extended coverage requested by Buyer.

8.7 **Possession.** Buyer shall be entitled to possession upon Closing.

8.8 **Condition Precedent to Buyer's Obligations.** Buyer's obligation to close the purchase of the Property in accordance with the terms of this Agreement is expressly conditioned on, and subject to satisfaction of the following conditions precedent, which is intended solely for the benefit of Buyer. If the foregoing conditions are not satisfied, Buyer shall have the right, at its sole election, either to waive the condition and proceed with the purchase or in the alternative, to pursue any of the remedies set forth in Section 11.1 of this Agreement.

8.8.1 **Performance by Seller.** Seller shall have timely performed all obligations required by this Agreement to be performed by it, If this condition is not satisfied, Buyer shall have the right, at its sole discretion, either to waive the condition in question and proceed with the purchase or in the alternative, to pursue any of the remedies set forth in Section 11.1 of this Agreement.

8.8.2 **Representations and Warranties.** All of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date, and Seller shall have complied with all of Seller's covenants and agreements contained in or made pursuant to this Agreement. If this condition is not satisfied, Buyer shall have the right, at its sole discretion, either to waive the condition in question and proceed with the purchase or in the alternative, to pursue any of the remedies set forth in Section 11.1 of this Agreement.

8.8.3 **Property Rezone.** Seller shall process a rezone of the Property from its existing zoning of Public (P) to Historical Commercial (HC). Buyer recognizes that a rezone requires a process involving an opportunity for public participation without obligation of the City for approval of the rezone. In the event the rezone is not approved by the City Council, unless rezone approval is waived by the Buyer, the obligations of both Buyer and Seller under this Agreement shall terminate without remedy to either party.

8.9 **Condition Precedent to Seller's Obligations.** Seller's obligation to sell the Property at Closing under this Agreement is expressly conditioned on, and subject to satisfaction of the following condition precedent, which is intended solely for the benefit of Seller. If the foregoing conditions are not satisfied, Seller shall have the right, at its sole election, to the remedy set forth in Section 11.2 of this Agreement.

8.9.1 **Performance by Buyer.** Buyer shall have timely performed all obligations required by this Agreement to be performed by it.

9. **Representations and Warranties.**

9.1 **Seller's Representations and Warranties.** Seller represents and warrants to Buyer that the following facts are true as of the parties' mutual execution of this Agreement and as of the Closing Date:

9.1.1 **No Litigation.** Except as disclosed in writing by Seller to Buyer, there is no pending or threatened litigation or administrative action with respect to the Property or to the Seller's interest in the Property.

9.1.2 **Authority of Seller.** This Agreement is a valid and binding obligation of the Seller, enforceable against Seller in accordance with its terms. No authorizations or approvals, whether of organizational bodies, governmental bodies, or otherwise, will be necessary in order for Seller to enter into this Agreement and to perform Seller's obligations as set forth herein. The consummation of the transactions contemplated hereunder will not conflict with or result in the breach of any law, regulation,

writ, injunction or decree of any court or governmental instrumentality applicable to Seller or to the Property.

9.1.3 **Non-foreign Status/At-Source Withholding.** Seller represents and warrants none of the individuals constituting the “Seller” are a “foreign person” as defined in Section 1445 of the Internal Revenue Code of 10954, as amended. Seller shall deliver to Buyer at Closing a Certificate of Non-foreign Status setting forth Seller’s address and certifying that it is not a foreign person as so defined.

9.1.4 **Other Agreements.** There are no other contracts or agreements in force or effect for the sale of, or a right of first refusal or option for, all or any portion of the Property, and Seller agrees: (a) not to enter into any such contracts or agreements between the date hereof and Closing and (b) to use its best efforts to terminate any such contracts that come to its attention between the date hereof and Closing. There are no contracts or other agreements affecting the Property that will not be terminated at or prior to Closing.

9.1.5 **Encumbrances.** Seller’s execution, delivery and fulfillment of its obligations under this Agreement shall not result in any default or violation of any agreement by which Seller is bound or which will result in any lien, charge or encumbrance on the Property.

9.1.6 **Exiting Leases.** The afore described Non-Exclusive Communications Site Lease is the only lease agreement on the property.

9.1.7 **Environmental.** Seller makes no warranties express or implied as to the environmental condition of the property. The Property is sold in its AS IS condition and Buyer accepts the Property in its AS IS condition. Buyer accepts full responsibility for any environmental remediation and/or cleanup costs and agrees to indemnify and hold the Seller harmless therefrom. Seller has provided buyer with (1) Building Health and Safety Occupancy Assessment dated December 22, 2015 prepared by Catalyst NW, LLC; (2) Limited Survey Asbestos and Lead-based Paint Report dated December 3, 2015 prepared by Pacific Rim Environmental, Inc., and an Indoor Air Quality Spore Trap Analysis dated October 23, 2015 prepared by EMLab P&K.

9.1.8 **Completeness of Statements.** To the best of Seller’s knowledge, no representation or warranty by Seller in this Agreement or in any written material furnished by Seller to Buyer pursuant to or in connection with this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary to make any statement herein or therein not misleading.

9.2 **Buyer’s Representations and Warranties.** Buyer represents and warrants to Seller that the following facts are true as of the date of the parties’ mutual execution of this Agreement and as of the Closing Date:

9.2.1 **Pending Actions.** To Buyer’s knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, or proceeding pending against Buyer, which

if adversely determined, could materially interfere with Buyer's consummation of the transactions contemplated by this Agreement.

9.2.2 **Authority of Buyer.** This Agreement is a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. No authorizations or approvals, whether of governmental bodies or otherwise, will be necessary in order for Buyer to enter into this Agreement and to perform its obligations as set forth herein. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereunder will conflict with or result in the breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Buyer or to the Property.

10. **Maintenance of Property Pending Closing.** At all times before the Closing, Seller shall manage and operate the Property in a manner consistent with Seller's past practices. Seller agrees: (a) to maintain all usual and necessary business records pertaining to the Property, consistent with Seller's past practices; (b) to maintain the Property in its current condition and state of repair (normal wear and tear and casualty loss excepted); and (c) to maintain its existing property and casualty insurance on the Property. Buyer shall be entitled to access the Property prior to Closing for the purpose of performing site work mutually agreeable to the Parties. Seller shall execute a letter of authority to entitle Buyer to apply for permits and approvals related to improvement of the Property prior to Closing. The purpose of the letter shall be to confirm Seller's agreement that Buyer may proceed to act in Seller's place to submit applications or for permits associated with the Property, at no cost to Seller. Seller further agrees that it will cause to be removed all of its furniture, equipment and other non-fixtures prior to closing.

11. **Default.**

11.1 **By Seller.** If there is an event of default under this Agreement by Seller, including, without limitation, the failure by Seller to satisfy any condition precedent pursuant to Sections 8.8, Buyer will be entitled (a) to seek specific performance of Seller's obligations under this Agreement; (b) to terminate this Agreement by written notice to Seller and Escrow Agent; and (c) if Buyer elects either option (a) or (b), as hereinbefore set forth, Buyer may obtain payment from Seller of all damages incurred by Buyer as a result of such default. If Buyer terminates this Agreement pursuant to this Section 11.1 the escrow will be terminated all documents will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement other than that Seller shall pay (i) to Buyer those costs and expenses which Buyer notifies Seller that Buyer has incurred in connection with this Agreement; (ii) all damages incurred by Buyer; and (iii) any costs of terminating the escrow and any cancellation fee for the Commitment.

11.2 **By Buyer.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the escrow will be terminated all documents will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement other than that Buyer shall pay (i) to Seller those costs and expenses which Seller notifies Buyer that Seller has incurred in connection with this Agreement; (ii) all damages incurred by Seller; and (iii) any costs of terminating the escrow and any cancellation fee for the Commitment.

12. **Miscellaneous.**

12.1 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors, and assigns. No assignment of this Agreement by Buyer shall operate to relieve Buyer from any of its liabilities under this Agreement.

12.2 **Notices.** Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or given by mail or via facsimile. Any notice given by mail must be sent, postage prepaid, by first class, certified or registered mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

If to Seller, to: Dave Schmidt
 City Administrator
 City Hall
 811 Main Street
 Buckley, WA 98321

If to Buyer, to: Karli Rauch
 P.O. Box 1034
 Buckley, WA 98321

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by courier service, one (1) business day after deposit with the courier service, and if mailed, two (2) business days after deposit at any post office in the United States of America, and if delivered via facsimile, the same day as transmission is verified; provided that any verification that occurs after 5 p.m. on a business day, or at any time on a Saturday, Sunday or holiday, will be deemed to have occurred as of 9 a.m. on the following business day.

12.3 **Authority.** The parties each represent and warrant that the persons signing below have the requisite authority to bind them.

12.4 **Amendments.** This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

12.5 **Governing Law; Venue.** This Agreement will be governed by and construed exclusively in accordance with the laws of the State of Washington. Venue for any action arising out of this Agreement shall be in Pierce County Superior Court.

12.6 **Entire Agreement.** This Agreement and the exhibit hereto constitute the entire agreement between the parties with respect to the purchase and sale of the Property, and supersede all prior agreements and understandings between the parties relating to the subject matter of this Agreement.

12.7 **Attorneys' Fees.** In the event either party hereto finds it necessary to bring an action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement, or by reason of any breach or default hereunder or thereunder, the party prevailing in any such action or proceeding shall be paid all costs and reasonable attorneys' fees by the other party and in the event any judgment is secured by such prevailing party, all such costs and attorneys' fees shall be included in any such judgment. The reasonableness of such costs and attorneys' fees shall be determined by the court and not a jury.

12.8 **Time of the Essence.** Time is of the essence of this Agreement.

12.9 **Waiver.** Neither Seller's nor Buyer's waiver of the breach of any covenant under this Agreement will be construed as a waiver of the breach of any other covenants or as a waiver of a subsequent breach of the same covenant.

12.10 **Negotiation and Construction.** This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

12.11 **Tax Effect.** No party has made or is making any representations to the other concerning any of the tax effects of the transactions provided for in this Agreement. No party shall be liable for or in any way responsible to any other party because of any tax effect resulting from the transactions provided for in this Agreement.

12.12 **Representation.** It is agreed and acknowledged that the firm of Ogden Murphy Wallace P.L.L.C. represented only the Buyer in the drafting of this Agreement, and Seller acknowledges that it is entitled to seek separate legal counsel regarding this Agreement.

12.13 **Survival.** Sections 5.1, 9.1.7, 12.1, 12.4, 12.5, 12.7, 12.9, 12.11, 12.12 and 12.13 shall survive the Closing of this Agreement.

12.14 **Counterparts; Scanned or Facsimile Signatures.** This Agreement may be executed in any number of counterparts, and all counterparts shall be deemed to constitute a single agreement. The execution and delivery of one counterpart by any party shall have the same force and effect as if the party had signed all other counterparts. Delivery by facsimile or by e-mail of a .PDF of an executed counterpart shall have the same effect as physical delivery of an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the last date set forth below.

SELLER:

[Name of Seller]

By: _____

Date: _____

BUYER:

By: _____

Date: _____

City of Buckley (following City Council approval and authorization for Mayor to sign.)

By: _____
Mayor

Date: _____

Attest:

By: _____
City Clerk

Date: _____

Approved as to Form:

City Attorney

By: _____

Date: _____

EXHIBIT A
LEGAL DESCRIPTIONS

The Property is situated in the State of Washington, County of Pierce, in the City of Buckley, at 133 Cedar Street, and is described as follows:

SECTION 03 TOWNSHIP 19 RANGE 06 QUARTER 31 CHAMBERLAINS:
CHAMBERLAINS L2 7 L3 N 5 FT OF LOT 4 BLOCK 15 (POLICE STATION-FIRE
STATION) (9DCWJES8-9-83)

Pierce County Assessor's Parcel No. 29750008000

EXHIBIT B

WESTCOM SITE AGREEMENT

WESTCOM SITE AGREEMENT

The Agreement is dated for reference purposes _____, and is made by and between Westcom Broadband, Inc., a Washington corporation ("Westcom") and the undersigned property owner ("Owner"). The parties are stating herein their agreement with regard to establishing the property described on attached Exhibit A (the "Property") as a broadband network site.

NOW, THEREFORE, the parties agree as follows:

1) **INSTALLATION AND MAINTENANCE.** Owner hereby grants to Westcom the exclusive right to operate a wireless broadband network site on the Property during the term of this Agreement. Westcom may install all equipment for the network site (collectively, the "System") including towers (typically Rohn-style 3-sided) up to 40' from roof height, antennas and associated mounting hardware on the roof of Owner's building, networking equipment in a rack or on a table inside the Owner's building and/or in a field box on the roof of the building containing batteries, wireless communications devices, and related components (collectively called "Equipment"), cabling connecting all of this Equipment to the antennas, an upstream internet service (typically a fiber trunk brought in from outside the building), and a power line from the System to Owner's continuous AC electrical supply. Prior to installation, Westcom will propose locations for each component of the System which take into account Owner's use of the Property and the technical requirements for the System including line-of-sight for the antenna and access to electrical power. The final location of the System is subject to Owner's approval which will not be unreasonably withheld or delayed. In the event of the loss or destruction of any area, where System equipment is installed, due to an act of nature or other cause, owner will cooperate with Westcom to find another, suitable location on the property to accommodate the same System needs that were addressed by the original area.

2) **DISCOUNTED PRICE FOR USE OF THE SYSTEM AND TECHNICAL SUPPORT.** Westcom will provide free (excluding 3rd party taxes & fees – such as fed/state phone tax) broadband Internet access and telephone service via the System and the Westcom network, of which the System is a part, for Owner's single-business exclusive use on the Property. In addition, Westcom will provide technical support to keep its products operational.

3) **OWNERSHIP; INSURANCE.** Westcom will own the System at all times during the term of this Agreement and upon termination for any reason. Owner will inform Westcom immediately if Owner learns that the System is damaged by any cause. Westcom will name Owner as an additional insured on the Westcom general liability insurance policy which covers the operation of the System on the Property.

4) **ELECTRICITY.** Westcom will have the right to connect its System to Owner's AC electrical supply. Owner will use reasonable efforts to ensure that electricity to the System is not interrupted and will promptly notify Westcom if Owner learns that electricity to the System is interrupted by any cause and will cooperate with the efforts of Westcom to restore electricity as soon as possible.

5) **REASONABLE ACCESS.** Westcom will have access to its System as is reasonably necessary to install, maintain, repair, troubleshoot and replace the System during the term of this Agreement and to remove the System upon the termination of this Agreement for any reason. Westcom will limit disruption of Owner's business as much as reasonably possible and will comply with Owner's reasonable requests for advance notice and scheduling of entry by Westcom.

6) **INTERFERENCE AND LINE-OF-SIGHT.** Owner will comply with reasonable requests by Westcom to limit disruption in, or technical interference with, the operation of the System and to maintain a clear line-of-sight between the antennas for the System and antennas for other systems by Westcom and customers which link to the System. Westcom will have the right to remove obstructions to eliminate any such disruption, technical interference or blockage of such line-of-sight. At the time of entering into this Agreement, Westcom will identify any trees that are likely to interfere with the operation of the System and will implement a tree maintenance plan which involves the periodic trimming of those trees by a qualified professional at the sole expense of Westcom. The tree maintenance plan will be subject to

Owner's approval which Owner will not unreasonably withhold or delay. Similarly, if during the term of this Agreement, any trees interfere with the operation of the System, which are not covered by a previously-approved tree maintenance plan, Westcom will implement a tree maintenance plan to cover those trees in the same manner. Owner will not deliberately interfere with the operation of the System by planting trees (or placing other such items) which are likely to block the line-of-sight for the System or otherwise. Owner will reasonably assist Westcom to secure the approval of a tree maintenance plan from any neighbors of Owner who own trees which are likely to interfere with the operation of the System.

7) **OWNER'S USE OF THE PROPERTY.** Westcom will reasonably cooperate with Owner to insure that Owner retains the full enjoyment of the Property and that the System impacts Owner as little as possible. For example, if Owner wishes to remodel or reconstruct improvements on the Property and the work cannot be done with components of the System in their current location, then Westcom will temporarily relocate those components (if reasonable and not cost prohibitive) until enough of the work is completed such that those components may be re-mounted or reinstalled in their permanent locations.

8) **TERMINATION AND REMOVAL OF THE SYSTEM.** If Westcom fails to perform any part of this Agreement, Owner shall notify Westcom in writing and Westcom must reasonably comply within ninety (90) days. If Westcom fails to comply, Owner may terminate this Agreement by providing notice in writing to Westcom indicating the desired termination date, which should not be less than six (6) months from the date of notification. Westcom may terminate this Agreement if Westcom determines operation of the System on the Property is no longer appropriate for technological, business, or any other reason. Westcom will give Owner written notice at least sixty (60) days prior to the termination date and will remove the System and repair all damage (within reason) caused by such removal within thirty (30) days after the stated termination date. Upon termination of this Agreement, neither party will have any future rights or obligations under this Agreement.

9) **MISCELLANEOUS.** Notices will be effective when delivered personally, ninety-six (96) hours after being deposited in the United States mail as certified mail, return receipt requested or when sent electronically (e.g., by fax or email) provided the sender receives electronic confirmation of transmission, in each case directed to the contact information for each party shown below the party's signature to this Agreement. A party may change its contact information by delivering a notice specifying the new information as provided in this paragraph. This Agreement binds successors and assigns of Westcom and Owner including all future owners of the Property. Westcom may record this Agreement to give constructive notice of it to all future owners of the Property. This Agreement states the entire understanding of the parties with regard to the System and replaces all prior discussions, communications, and agreements. This Agreement may only be amended by a written document signed by all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement intending to be bound.

OWNERS:

First, Last

First, Last

Address: _____
City/State/Zip: _____

Fax: _____

Email: _____

WESTCOM:
Westcom Broadband, Inc., a Washington
corporation

By: _____
First, Last Title

Address: _____
City/State/Zip: _____

Fax: _____

Email: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged they signed this instrument, on oath stated that said person was authorized to execute the instrument as said person's free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____, _____.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Appointment expires: _____

(Use this space for notarial stamp/seal)

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of Westcom Broadband, Inc., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, _____.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Appointment expires: _____

(Use this space for notarial stamp/seal)



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Agreement: Purchase & Sale between the City and Doxsa Holdings, LLC and Doxsa Fit LLC Cost Impact: \$227,400 Fund Source: Timeline:	Agenda Date: October 8, 2019 AB19-100		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Greg Rubstello		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: Purchase and Sale Agreement			
<p>SUMMARY STATEMENT: This Agreement is related to Doxsa Holdings LLC and Doxsa Fit LLC purchase of the former Buckley Fire Station. Purchase price for the property is \$240,000. Doxsa has been paying rent towards the purchase price and has a credit towards the price of \$12,600 so the final price amount owed to the City will be \$227,400. Please see attached Purchase and Sale Agreement for further information.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
<p>RECOMMENDED ACTION: MOVE to Approve the Purchase and Sale Agreement Between the City and Doxsa for the Former Buckley Fire Station.</p>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

REAL ESTATE PURCHASE & SALE AGREEMENT

Doxsa Holdings LLC and Doxsa Fit LLC (“Buyer”) agrees to buy and **City of Buckley**, Washington (“Seller”) agrees to sell, on the following terms, the commercial real estate and all improvements thereon (collectively, the “Property”) commonly known as The Old Fire Station located at 151 S. Cedar St. in the City of Buckley, Pierce County, Washington, 98321, legally described on attached **Exhibit A**.

WHEREAS, the Buyer has occupied the Property as a lessee and pursuant to an option to purchase provision in the “Seventh Addendum to the Lease Agreement Between the City of Buckley and Sozo Crossfit, LLC executed by Buyer on April 11, 2017 (“Lease Agreement”), the Buyer has timely exercised the purchase option; and

WHEREAS, the Seller is agreeable to sell the Property to Buyer on the terms set forth in the purchase option provision,

The Parties (Buyer and Seller) have agreed to the following terms of sale:

1. **PURCHASE PRICE.** The purchase price (after application of a \$12,600 credit) is Two Hundred Twenty-Seven Thousand Four Hundred Dollars and 0/100 Cents (\$227,400.00) payable as follows:

All cash at closing with no financing contingency.

2. **EARNEST MONEY.** Due to the Buyer’s exercise of the option to purchase in Section 22 of the Lease Agreement between the Parties, no earnest money shall be required.

3. **EXHIBITS AND ADDENDA.** The following exhibits and Addenda are made a part of this Agreement:

Exhibit A – Legal Description

4. **SELLER’S UNDERLYING FINANCING.** NOT APPLICABLE.

5. **FEASIBILITY CONTINGENCY.** NOT REQUIRED DUE TO BUYER’S EXERCISE OF THE PURCHASE OPTION IN THE LEASE AGREEMENT.

6. **TITLE INSURANCE.**

a. **Title Report.** Seller authorizes Closing Agent, at Seller’s expense to apply for and deliver to Buyer a standard coverage owner’s policy of title insurance. Buyer shall pay the increased costs associated with an extended policy including the excess premium over that charged for a standard coverage policy, and the cost of any survey required by the title insurer. The title report shall be issued by a title company of Seller’s choice.

{GAR2019370.DOCX;2/13047.090000/ }

INITIALS: Buyer _____ Date _____ Seller _____ Date _____

b. **Encumbrances.** As was provided for in section 22 of the Lease Agreement Buyer acknowledges and agrees that Buyer’s purchase of the Property shall be subject to all non-monetary encumbrances that do not affect the marketability of the Property.

c. **Permitted Exceptions.** Buyer shall notify Seller of any objectionable matters in the title report or any supplemental report within the earlier of: (1) twenty (20) days after Mutual Acceptance of this Agreement. Within five (5) days of Buyer’s notice of such objections (1) Seller agrees, in writing, to remove all objectionable provisions or (2) Buyer notifies Seller that Buyer waives any objections which Seller does not agree to remove. If any new title matters are disclosed in a supplemental title report, then the Preceding termination, objection and waiver provisions shall apply to the new title matters except that Buyer’s notice of objections must be delivered within five (5) days of delivery of the supplemental report and Seller’s response or Buyer’s waiver must be delivered within two (2) days of Buyer’s notice of objections. The closing date shall be extended to the extent necessary to permit time for these notices. Buyer shall not be required to object to any mortgage or deed of trust liens, or the statutory lien for real property taxes, and the same shall not be deemed to be Permitted Exceptions. Except for the foregoing, those provisions not objected to or for which Buyer waived its objections, including the encumbrances described in b. above, shall be referred to collectively as the “Permitted Exceptions.” Seller shall cooperate with Buyer and the title company to clear objectionable title matters but shall not be required to incur any out-of-pocket expenses or liability other than payment of monetary encumbrances not assumed by Buyer and proration of real property taxes, and Seller shall provide an owner’s affidavit containing the information and reasonable covenants required by the title company. The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

7. **CLOSING OF SALE.** The sale shall be closed on a mutually agreeable date that is on or before ninety (90) days of the date of “Mutual Acceptance,” which is defined in Section 23. (the “Closing”) by the Kraft Law Firm in Bonney Lake, WA. (“Closing Agent”). Buyer and Seller shall deposit with Closing Agent by 12:00 p.m. on the scheduled Closing date all instruments and monies required to complete the purchase in accordance with this Agreement. “Closing” shall be deemed to have occurred when the deed is recorded and the sale proceeds are available to Seller, even though they cannot be disbursed to Seller until the next business day after Closing. This Agreement is intended to constitute escrow instructions to Closing Agent. Buyer and Seller will provide any supplemental instructions requested by Closing Agent provided the same are consistent with this Agreement.

8. **CLOSING CLOSTS AND PRORATIONS.** Seller shall pay the premium for the owner’s standard coverage title policy. Buyer shall pay the excess premium attributable to any extended coverage or endorsements requested by Buyer, and the cost of any survey required in connection with the same. Seller and Buyer shall each pay one-half of the escrow fees. Any real estate excise taxes shall be paid by the Seller. Real and personal property taxes and assessments payable in the year of closing; collected rents on any existing tenancies; interest; utilities; and other operating expenses shall be pro-rated as of Closing. Buyer shall pay all costs

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INITIALS: Buyer _____ Date _____ Seller _____ Date _____

of financing including the premium for the lender's title policy. Buyer shall pay any sales or use tax applicable to the transfer of personal property included in the sale.

a. **Unpaid Utility Charges.** Buyer and Seller WAIVE the right to have the Closing Agent disburse closing funds necessary to satisfy unpaid utility charges affecting the Property pursuant to RCW 60.80.

9. **POST-CLOSING ADJUSTMENTS, COLLECTIONS, AND PAYMENTS.** NOT APPLICABLE.

10. **OPERATIONS PRIOR TO CLOSING.** Buyer already occupies the Property pursuant to lease terms.

11. **POSSESSION.** Buyer shall be entitled to remain in possession under the lease terms until closing, at which time Buy shall be entitled to possession as owner.

12. **SELLER'S REPRESENTATIONS.** Except as disclosed to or known by Buyer prior to the Closing, including in the books, records and documents made available to Buyer, or in the title reports or any supplemental report or documents referenced therein, Seller represents to Buyer that, to the best of Seller's actual knowledge, each of the following is true as of the date hereof: (a) Seller is authorized to enter into the Agreement, to sell the Property, and to perform its obligations under the Agreement; (b) The books, records, leases, agreements and other items previously delivered to or examined by Buyer comprise all material documents in Seller's possession or control regarding the operation and condition of the Property; (c) Seller has not received any written notices that the Property or the business conducted thereon violate any applicable laws, regulations, codes and ordinances; (d) Seller has all certificates of occupancy, permits, and other governmental consents necessary to own and operate the Property for its current use; There is no pending or threatened litigation which would adversely affect the Property or Buyer's ownership thereof after Closing; (f) There is no pending or threatened condemnation or similar proceedings affecting the Property, and the Property is not within the boundaries of any planned or authorized local improvement district; (g) Seller has paid (except to the extent prorated at Closing) all local state and federal taxes (other than real and personal property taxes and assessments described in Section 8 above) attributable to the period prior to closing which, if not paid, could constitute a lien on Property (including any personal property), or for which Buyer may be held liable after Closing; (h) Seller is not aware of any concealed material defects in the Property except as disclosed to Buyer in writing prior to the Closing; (i) There are no Hazardous Substances (as defined below) currently located in, on, or under the Property in a manner or quantity that presently violates any Environmental Law (as defined below); there are no underground storage tanks located on the Property; and there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental Law at the Property. As used herein, the term "Hazardous Substances" shall mean any substance or material now or hereafter defined or regulated as a hazardous substance, hazardous waste, toxic substance, pollutant, or contaminant under any federal, state, or local law, regulation, or ordinance governing any substance that could cause actual or suspected harm to human health

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INITIALS: Buyer _____ Date _____ Seller _____ Date _____

or the environment (“Environmental Law”). The term “Hazardous Substances” specifically includes, but is not limited to, petroleum, petroleum by-products, and asbestos.

If prior to Closing, Seller or Buyer discovers any information which would cause any of the representations above to be false if the same were deemed made as of the date of such discovery, then the party discovering the same shall promptly notify the other party in writing. If the newly-discovered information will result in costs or liability to Buyer in excess of the lesser of \$100,000 or five percent (5%) of the purchase price stated in this Agreement, or will materially adversely affect Buyer’s intended use of the Property, then Buyer shall have the right to terminate the Agreement and receive a refund of its earnest money. Buyer shall give notice of termination within five (5) days of discovering or receiving written notice of the new information. Nothing in this paragraph shall prevent Buyer from pursuing its remedies against Seller if Seller had actual knowledge of the newly-discovered information such that a representation provided for above was false.

13. **AS-IS.** Except for those representations and warranties specifically included in this Agreement: (i) Seller makes no representations or warranties regarding the Property; (ii) Seller hereby disclaims, and Buyer hereby waives, any and all representations or warranties of any kind, express or implied, concerning the Property or any portion thereof, as to its condition, value, compliance with laws, status of permits or approvals, existence or absence of hazardous material on site, occupancy rate or any other matter of similar or dissimilar nature relating in any way to the Property, including the warranties of fitness for a particular purpose, tenantability, habitability and use; (iii) Buyer otherwise takes the Property “AS IS;” and (iv) Buyer represents and warrants to Seller that Buyer has sufficient experience and expertise such that it is reasonable for Buyer to rely on its own pre-closing inspections and investigations.

14. **PERSONAL PROPERTY.**

a. This sale includes all right, title and interest of Seller to the following tangible personal property: NONE.

15. **CONDEMNATION AND CASUALTY.** Subject to the existing lease agreement between the parties, Seller bears all risk of loss until Closing, and thereafter Buyer shall bear the risk of loss. Buyer may terminate this Agreement and obtain a refund of the earnest money if improvements on the Property are destroyed or materially damaged by casualty before Closing, or if condemnation proceedings are commenced against all or a portion of the Property before Closing. Damage will be considered material if the cost of repair exceeds the lesser of \$100,000 or five percent (5%) of the purchase price stated in this Agreement. Alternatively, Buyer may elect to proceed with closing, in which case, at Closing, Seller shall assign to Buyer all claims and rights to proceeds under any property insurance policy and shall credit to Buyer at Closing the amount of any deductible provided for in the policy.

16. **FIRPTA – TAX WITHHOLDING AT CLOSING.** Closing Agent is instructed to prepare a certification (CBA or NWMLS Form 22E, or equivalent) that Seller is not a “foreign person” within the meaning of the Foreign Investment in Real Property Tax Act, and Seller shall sign it on or before Closing. If Seller is a foreign person, and this transaction is not otherwise exempt

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INITIALS: Buyer _____ Date _____ Seller _____ Date _____

from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

17. **CONVEYANCE.** Title shall be conveyed by a Statutory Warranty Deed subject only to the Permitted Exceptions.

18. **NOTICES AND COMPUTATION OF TIME.** Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including revocations of offers and counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and must be delivered to Seller. A notice to Seller shall be deemed delivered only when received by Seller. Notices to Buyer must be signed by Seller and must be delivered to Buyer. See Section 28 for delivery addresses. A notice to Buyer shall be deemed delivered only when received by Buyer. Notices must be delivered to and shall be effective when received by that party at the address, fax number, or email indicated in Section 28.

Unless otherwise specified in this Agreement, any period of time in this Agreement shall mean Pacific Time and shall begin the day after the event starting the period and shall expire at 5:00 p.m. of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, in which case the specific period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays. Notwithstanding the foregoing, references to specific dates or times or number of hours shall mean those dates, times or number of hours; provided, however, that if the Closing Date falls on a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050, or a date when the county recording office is closed, then the Closing Date shall be the next regular business day.

19. **AGENCY DISCLOSURE.** NOT APPLICABLE

20. **ASSIGNMENT.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless provided otherwise herein. The party identified as the initial Buyer shall remain responsible for those obligations of Buyer stated in this Agreement notwithstanding any assignment and, if this Agreement provides for Seller to finance a portion of the purchase price, then the party identified as the initial Buyer shall guarantee payment of the Seller financing.

21. **DEFAULT AND ATTORNEY'S FEE.**

a. **Buyer's default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then:

Seller may, at its option (a) terminate this Agreement, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.

b. **Seller's default.** In the event Seller fails, without legal excuse, to complete the sale of the Property, then:

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INITIALS: Buyer _____ Date _____ Seller _____ Date _____

Buyer may, at its option, (a) bring suit against Seller for Buyer's actual damages, (b) bring suit to specifically enforce this Agreement and recover any incidental damages, or (c) pursue any other rights or remedies available at law or equity.

Neither Buyer nor Seller may recover consequential damages such as lost profits. If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. In the event of trial, the amount of the attorney's fee shall be fixed by the court. The venue of any suit shall be the county in which the Property is located, and this Agreement shall be governed by the laws of the state where the Property is located.

22. MISCELLANEOUS PROVISIONS.

a. **Complete Agreement.** This Agreement and any addenda and exhibit thereto state the entire understanding of Buyer and Seller regarding the sale of the Property. There are no verbal or other written agreements which modify or affect the Agreement.

b. **Counterpart Signatures.** This Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.

c. **Electronic Delivery.** Electronic delivery of documents (e.g., transmission by facsimile or email) including signed offers or counteroffers and notices shall be legally sufficient to bind the party the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will replace electronically delivered offers or counteroffers with original documents.

d. **Section 1031 Like-Kind Exchange.** NOT APPLICABLE

23. ACCEPTANCE; COUNTEROFFERS. "Mutual Acceptance" shall occur when the last counteroffer is signed by the offeree, and the fully-signed counteroffer has been received by the offeror. Notices must be delivered to and shall be effective when received by that party.

24. INFORMATION TRANSFER. In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) days of Seller's written request copies of all materials received from Seller and any non-privileged plans, studies, reports, inspections, appraisals, surveys, drawings, permits, applications or other development work product relating to the Property in Buyer's possession or control as of the date this Agreement is terminated.

25. CONFIDENTIALITY. Until and unless closing has been consummated, Buyer and Seller shall follow reasonable measures to prevent unnecessary disclosure of information obtained in connection with the negotiation and performance of this Agreement. Neither party shall use or knowingly permit the use of any such information in any manner detrimental to the other party.

26. SELLER'S ACCEPTANCE AND BROKERAGE AGREEMENT. NOT APPLICABLE.

27. LISTING BROKER AND SELLING BROKER DISCLOSURE. NOT APPLICABLE.

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INITIALS: Buyer _____ Date _____ Seller _____ Date _____

28. **IDENTIFICATION OF THE PARTIES.** The following is the contact information for the parties involved in this Agreement:

Buyer: DOXSA HOLDINGS LLC AND DOXSA FIT LLC

Contact: Kevin Schneider

Address:

Business Phone:

Mobile Phone:

Fax:

Email:

Seller: CITY OF BUCKLEY, WA.

Contact: Dave Schmidt, City Administrator

Address: City Hall, Buckley, WA 98321

Business Phone: (360) 761-7802

Mobile Phone:

Fax:

Email: dschmidt@cityofbuckley.com

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INITIALS: Buyer _____ Date _____ Seller _____ Date _____

IN WITNESS WHEREOF, the parties have signed this Agreement intending to be bound.

Buyer _____
Printed name and type of entity

Buyer _____
Printed name and type of entity

Buyer _____
Signature and title

Buyer _____
Signature and title

Date signed _____

Date signed _____

Seller _____
Printed name and type of entity

Seller _____
Printed name and type of entity

Seller _____
Signature and title

Seller _____
Signature and title

Date signed _____

Date signed _____

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INITIALS: Buyer _____ Date _____ Seller _____ Date _____

EXHIBIT A

LEGAL DESCRIPTION

Lots 3 and 4, and the North 0.40 feet of Lot 5, Block 15, Chamberlains Addition to Buckley, according to the plat thereof recorded in volume 3 of Plats at Page 434, records of Pierce County Washington, excepting therefrom that portion of Lot 3 lying North of the following described line:

Commencing at the Southeast corner of Lot 3;

Thence North 01°23'41" West along the East line of said Lot 3, a distance of 19.85 feet to the face of an existing building and the beginning of the herein described line;

Thence South 88°15'47" West along said building a distance of 64.80 feet to the West line of said Lot 3 and the terminus of the herein described line.

(Also known as Revised Parcel B of Boundary Line Adjustment (recorded January 10, 2019 under Recording No. 201901105005)

2975000810, 29750008000

151 South Cedar

Buckley, WA 98321

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INITIALS: Buyer _____ Date _____ Seller _____ Date _____

D. CONSENT AGENDA

**City Council
August 27, 2019**

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

Upon roll call the following members were present: Bender, Smith, Leggett, Wilbanks, Tremblay, and S. Burkett. Also in attendance were City Administrator Schmidt Asst. Police Chief Northam, Public Works Director Banks, Fire Chief Predmore, and Court Administrator Cash.

Council member Smith moved to excuse Council member B. Burkett. Council member Bender seconded the motion. Motion carried.

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

Council member Tremblay moved to approve the amended agenda as presented. Council member Leggett seconded the motion. Motion carried.

CITIZEN PARTICIPATION

None.

STAFF REPORTS

Finance Director Bazzar thanked the Council for their support through the years.

City Administrator Schmidt shared that we are almost through department budget meetings. The budget will begin coming to committees in October. The new climbing boulders were installed today. He also stated that he will be out of the office the first two weeks of September.

MAIN AGENDA

ORD No. 19-19 Design Guidelines

Council member S. Burkett moved to Approve ORD No. 19-19 Adopting Updates to Design Guidelines for the City HC Zone, SR410 Corridor & SR410 Subarea.

Council member Smith seconded the motion. Upon roll call vote, motion carried 5/0

SCORE Interlocal Housing Agreement

Council member Smith moved to Approve the Interlocal Agreement for Inmate Housing with South Correctional Entity. Council member Leggett seconded the motion. Motion carried.

Interagency Agreement Between the Buckley Municipal Court and Pierce County Superior Court for Jury Management Services

Council member Leggett moved to Approve the Interagency Agreement between the Municipal Court and the Pierce County Superior Court. Council member Smith seconded the motion. Motion carried.

Agreement Between the City of Buckley and AMR HoldCo., Inc. (dba – American Medical Response

Council member Tremblay moved to authorize the approval of the Emergency Medical Services Agreement between the City of Buckley and American Medical Response. Council member Bender seconded the motion. Motion carried.

Consultant Scope – Construction Management and Inspection Services Proposal for PW Shop and Police Station Parking Lots with Gray and Osborne, Inc.

Council member Smith moved to Approve the Construction Management and Inspection Services Proposal for Public Works Shop and Police Station Parking Lots with Gray and Osborne, Inc. Council member Leggett seconded the motion. Motion carried.

Bid Award: City Roadway Striping Arterials and Collector Streets

Council member Smith moved to Award the City Roadway Striping Project to Apply-A-Line for the bid price of \$18,321.20. Council member Leggett seconded the motion. Motion carried.

Cancellation of September 10, 2019, City Council Meeting

Council member Tremblay moved to Cancel the September 10, 2019, City Council meeting; the September 10, 2019, Admin/Finance/Public Safety Committee meeting; and the September 3, 2019, City Council Study Session. Council member Leggett seconded the motion. Motion carried.

Interlocal Agreement – Sharing of Volunteer Firefighters

Council member Wilbanks moved to Approve the Interlocal Agreement for Sharing of Volunteer Firefighter Staffing allowing for minor modification of the document that does not affect the intent prior to the Mayor's execution of the document. Council member Leggett seconded the motion. Motion carried.

CONSENT AGENDA

Council Member Tremblay moved to approve the Consent Agenda. Council member S. Burkett seconded the motion. Motion carried.

Approve Minutes of August 13, 2019.

Claim check numbers 60342 through 60377 in the amount of \$88,111.81 for the period August 14, 2019, to August 27, 2019, are hereby approved and ordered paid this 27th day of August 2019.

COMMITTEE REPORTS

Mayor's Report:

Mayor Johnson stated that she would be out of town for two weeks on vacation in Yellowstone.

Administration, Finance & Public Safety:

Council member Tremblay shared that the Committee met today and reviewed the agenda items. He shared that the Heritage Walk scheduled for tomorrow has been cancelled and they will resume in May 2020. Oral boards are being completed for police applicants. The new fire engine has arrived in Hillsboro, OR. There will be significant increases in the budget due to Microsoft and computer upgrades

Transportation & Utilities:

Council member Wilbanks stated that they discussed installing a beacon at Ryan Road and Sargeant. The elk problem has not been taken care of as the State halted our plan on the first day. The Committee also reviewed the 2019 Utilities project. Their next meeting is the third Tuesday in September at the Public Works Shop.

Community Services:

Council member S. Burkett shared that over 200 people attended the summer concert series. August 23rd was the first movie night out. The climbing boulders have been installed. There will be a meeting on August 28th at 7:00 PM regarding Beautify Buckley.

Council Member Comments & Good of the Order:

Council member Smith stated he prefers the Clerk continue reading the agenda items.

Mayor Johnson shared with everyone that there would be cake at City Hall on Thursday from 1 – 3 PM in honor of Sheila's retirement.

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

With nothing further the meeting was adjourned at 7:34 PM.

Mayor

City Administrator

**City Council
September 24, 2019**

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

Upon roll call the following members were present: Bender, Smith, Leggett, B. Burkett, Wilbanks, Tremblay, and S. Burkett. Also present were City Administrator Schmidt and Associate Planner Wallgren.

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 Leggett seconded the motion. Motion carried.

CITIZEN PARTICIPATION

Donna Garland – 101 Sergeant St. S.

Ms. Garland shared that she is one of the co-managers of the Buckley Kiwanis Food Bank. She shared that the food bank has an inspection every two years by Food Lifeline and there is concern that we will not pass inspection this year due to the condition of the floor. She stated that it is raw particle board floor with cement patches and soft spots in several areas plus there is a hole in the floor under one freezer. It is very difficult to clean the floor also because it soaks up liquids so fast. Ms. Garland also shared statistics on how many people are served by the food bank.

STAFF REPORTS

Associate Planner Wallgren shared that her and Evan have absorbed long-range planning since Kathy's retirement. She shared that the SMP Ordinance will most likely need to come back to Council. Planning Commission is reviewing the subdivision code. The public hearing for the Oven Bakery is coming soon. Finishing up the Miller Park LDA, and they are reviewing a Conditional Use Permit for livestock.

City Administrator Schmidt shared that he is deep into the budget and that the Utilities and Capital Facilities elements of the comp plan will be coming before Council soon.

MAIN AGENDA

ORD No. 20-19 Use Table

Council member Tremblay moved to Approve ORD No. 20-19, Title 19 Zoning Use Table Update. Council member Leggett seconded the motion. After lengthy discussion, both motions were withdrawn.

Agreement: DOE 2019-21 Municipal Stormwater Capacity Grant

Council member Smith moved to Approve the Department of Ecology 2019-2021 Municipal Stormwater Capacity Grant Agreement. Council member Leggett seconded the motion. Motion carried.

Addendum to Consultant Services Agreement – Hearing Examiner

Council member Smith moved to Approve the Addendum to the Consultant Services Agreement – Hearing Examiner. Council member Leggett seconded the motion. Motion carried.

CONSENT AGENDA

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

Claim check numbers 60378 through 60455 in the amount of \$210,720.52 for the period of August 28, 2019, to September 10, 2019; and Claim check numbers 60456 through 60492 in the amount of \$535,587.87 for the period of September 11, 2019, to September 24, 2019; Payroll check numbers 38020 through 38067 in the amount of \$93,773.02 and ACH payroll in the amount of \$416,970.65 for the month of August 2019; and treasurer check numbers 12187 through 12195 in the amount of \$2,941.86 and EFT payments in the amount of \$16,172.80 are hereby approved and ordered paid this 24th day of September 2019.

COMMITTEE REPORTS

Mayor's Report:

Mayor Johnson shared that she had a wonderful vacation and spent two days in Leavenworth with AWC and other Mayors from around the state.

Administration, Finance & Public Safety:

Council member Tremblay shared that the Committee approved a Change Order to the Public Works and Police Station Parking lots. The Change Order will come to the next Council meeting for ratification. Backgrounds are being completed on Police applicants. The new fire truck has arrived, a ceremony will be planned. The Committee reviewed the Courts 2020 budget, there are increases for staff hours, security and IT. They reviewed a preliminary draft of the City Administrator Job Announcement. He also shared that County Council member Morrell held a County Council meeting at the new Tehaleh Heights Elementary school.

Transportation & Utilities:

Council member B. Burkett stated that the Committee met on September 17th and briefly discussed the budget. The work on the Spiketown Creek Culvert will not be completed

until spring as there is only so much that can be done this time of year. They also reviewed the Public Works Shop and Police Station Parking Lots Change Order. Their next meeting will be on October 15th at the Public Works Shop.

Community Services:

Council member S. Burkett stated that the Committee met on September 19th and Community Services Director Caviezel shared that the 1st Annual Ellen Boyd movie in the park was a success. They briefly discussed the budget. Tanner Holmes came and spoke about his Eagle Scout project and Donna Garland that you heard speak earlier shared her concerns regarding the food bank floor. Their next meeting is on October 17th at 1:00 PM at City Hall.

Council Member Comments & Good of the Order:

Council member Smith moved to cancel the October 1, 2019, City Council Study Session. Council member B. Burkett seconded the motion. Motion carried.

Council member Smith shared that our Police Chief was voted best on the plateau. Mayor Johnson stated that our Assistant Fire Chief Skogen was also voted best firefighter on the plateau.

Council member Tremblay stated that he had heard some concerns from citizens as to why Buckley's police blotter is not in the paper. Staff will look into this.

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

With nothing further the meeting was adjourned at 7:36 PM.

Mayor

City Administrator

CITY OF BUCKLEY		Sept 30 2019	TRANSFER VOUCHER		
From Fund #	NAME	AMOUNT	To Fund #	NAME	
	Bars Number			Bars Number	
1	General Fund	\$ 297,389.95		Payroll Fund	
		\$ 64,290.77		Claims Fund	
	597.00.40	\$ 84.00	430	Utility Equip Res	397.00.60
	597.00.65	\$ 4,166.00	2	Contingency Reserve Fund	397.00.10 St Merge
3	GF Cumulative Reserve				
	597.00.30	\$ 11,769.73	1	G F Investment Interest	397.00.45 St Merge
4	Cemetery			Claims Fund	
	597.00.00	\$ 84.00	430	Utility Equipment Reserve	397.00.20
	597.00.50.30		1	GF Insurance Portion	397.60.80 St Merge
7	P D Maintenance Reserve			Payroll Fund	
		\$ 2,444.21		Claims Fund	
8	Railroad ROW	\$ 2,277.84		Payroll Fund	
				Claims Fund	
	597.00.50.30		1	GF Insurance Portion	397.60.81 St Merge
	597.00.00.46	\$ 84.00	430	Utility Equipment Reserve	397.00.70
30	Fire Equipment & EMS Reserve			Payroll Fund	
		\$ 480,391.77		Claims Fund	
35	Park Construction			Payroll Fund	
		\$ 48,641.17		Claims Fund	
	597.10.00.10	\$ 310.89	1	G F Investment Interest	397.00.40 St Merge
	597.10.10.10	\$ 417.00	307	Cap Imp Trailhead Parking	397.10.40
	597.10.20	\$ 167.00	430	Utility Equipment Reserve	397.00.75
101	Street Operations	\$ 7,606.34		Payroll Fund	
		\$ 8,233.20		Claims Fund	
	597.00.00	\$ 42.00	430	Utility Equipment Reserve	397.00.10
	597.50.00.30		1	GF Insurance Portion	397.60.82
	597.20.00		1	GF Administration	397.60.20
	597.30.00	\$ 3,125.00	102	Street Capital Improvement	397.00.10.50
	597.50.00.70	\$ 42.00	1	GF Dispatch	397.60.22
102	Street Capital Improvement			Payroll Fund	
				Claims Fund	
	597.10.00.30		1	GF Investment Interest	397.00.40
	597.10.00.31	\$ 3,518.00	1	GF Project Administration	397.60.95

From Fund #	NAME	AMOUNT	To Fund #	NAME	Bars Number
102	Street Capital Improvement				
	597.10.00.32	\$ 1,250.00	307	Cap Imp Trailhead Parking	397.10.80.60
	597.10.00.33	\$ 834.00	430	Utility Equipment Reserve	397.00.80
103	Tranportation Benefit District	\$ 23.20		Claims Fund	
	597.00.00	\$ 3,125.00	101	City Street	397.42
	597.30.48	\$ 3,883.00	101	City Street	397.20.10
105	EMS	\$ 9,407.23		Payroll Fund	
		\$ 11,526.95		Claims Fund	
	597.90.00	\$ 500.00	030/131	Fire Equip/EMS Res	131-397
	597.90.00.40	\$ 125.00	30	Fire/EMS Bunker Gear	397.10.10
109	Criminal Justice			Payroll Fund	
		\$ 1,777.11		Claims Fund	
	597.10.00.20	\$ 4,167.00	7	PD Maintenance Reserve	397.00.00
134	Fire Dept Facility Maint & Cap Imp			Payroll Fund	
				Claims Fund	
	597.10.00.30	\$ 85.21	202	FS Bond Investment Interest	397.00.40
136	Visitor Promo			Payroll Fund	
		\$ 377.69		Claims Fund	
	597.10.00.10		1	GF Investment Interest	397.00.40
	597.51.00.30		1	GF Insurance Portion	397.60.90
	597.52.00.60		1	GF Brick Sales Administration	397.60.91
202	Fire Station Construction Bond			Claims Fund	
307	Capital Improvement			Payroll Fund	
		\$ 6,715.69		Claims Fund	
	597.10.00.10		1	GF Investment Interest	397.00.40
	597.10.00.31	\$ 2,438.00	1	GF Project Administration	397.60.99
	597.00.20.00		102	St CIP - River Avenue	397.00.20
	597.10.00.32		102	PW Admin Bldg	397.10.50
308	Comp Plan Cap Imp	\$ 6,882.52		Payroll Fund	
		\$ 834.40		Claims Fund	
	597.10.30	\$ 1,250.00	307	Cap Imp - PW Admin Bldg	397.10.80.50
	597.10.20		102	St CIP - River Avenue	397.10.40
401	Natural Gas Operations			Claims	
	6% tax 533.10.54		1	GF Business Tax	316.43
	597.00.00.70		1	GF Gas System Sale	397.60.93

From Fund #	NAME	AMOUNT	To Fund #	NAME	Bars Number
402	Water Sewer Operations	\$ 99,326.64		Payroll Fund	
		\$ 31,810.60		Claims Fund	
	10% tax W 534.10.54	\$ 11,595.83	1	GF Business Tax	316.42
	10% tax S 535.10.54	\$ 17,061.98	1	GF Business Tax	316.44
	597.00.00.50	\$ 542.00	1	GF Dispatch	397.00.60
	597.00.00.51	\$ 6,016.00	1	GF Admin Water	397.60.10
	597.00.00.52	\$ 7,360.00	1	GF Admin Sewer	397.60.10
	W 597.00.00.53		1	GF Insurance Portion	397.60.60
	S 597.00.00.55		1	GF Insurance Portion	397.60.60
	597.00.00.70	\$ 59,354.00	405	Sewer Imp Fund	397.00.00 St Merge
	597.00.00.80	\$ 16,815.00	406	Water Imp Fund	397.00.00 St Merge
	597.00.00.40	\$ 2,084.00	430	Utility Equipment Reserve	397.00.40
	597.00.00.90	\$ 1,250.00	307	Cap Imp - PW Admin Bldg	397.10.60
403	Solid Waste	\$ 84,883.05		Claims Fund	
	10% tax 537.10.54	\$ 9,728.83	1	GF Business Tax	316.45
	597.00.00.10	\$ 5,077.00	1	GF Administration	397.60.40
	597.00.00.55		1	GF Insurance Portion	397.60.83
405	Sewer Ext & Replacement			Payroll Fund	
				Claims Fund	
	597.10.00.31	\$ 2,231.00	1	GF Project Administration	397.60.96
	597.10.00.32	\$ 1,250.00	307	Cap Imp - PW Admin Bldg	397.10.80.70
	597.10.00.33	\$ 2,083.00	430	Utility Equipment Reserve	397.00.85
406	Water Line Replacement & Ext			Payroll Fund	
				Claims Fund	
	597.10.00.31	\$ 2,678.00	1	GF Project Administration	397.60.97
	597.10.00.32	\$ 1,250.00	307	Cap Imp - PW Admin Bldg	397.10.80.80
	597.10.00.40	\$ 1,250.00	430	Utility Equipment Reserve	397.00.90
407	Storm Drain Operation & Maint	\$ 16,402.55		Payroll Fund	
		\$ 3,432.08		Claims Fund	
	10 % tax 531.30.44.01	\$ 4,949.05	1	GF Business Tax	316.48
	597.00.00	\$ 1,250.00	430	Utility Equipment Reserve	397.00.50
	597.00.00.10	\$ 9,549.00	408	Storm Drain Cap	397.00.30 St Merge
	597.00.00.20	\$ 5,820.00	1	GF Admin	397.60.40.10
	597.00.00.53		1	GF Insurance Portion	397.60.71
	597.00.00.57	\$ 42.00	1	GF Dispatch	397.60.21

E. COMMITTEE REPORTS