



BUCKLEY CITY COUNCIL STUDY SESSION AGENDA

Tuesday, March, 4, 2025, 6:00 P.M.

Multi-Purpose Center, 811 Main Street

Or Via Zoom:

<https://us02web.zoom.us/j/82990819660?pwd=WVdKY0U3UlkwS1JybWxtWnh5M3NQdz09>

Call-in Number: 253-215-8782

Meeting ID: 829 9081 9660

Webinar Passcode: 637567

A. CALL TO ORDER

B. DISCUSSION ITEMS

- Doc Tait Pavilion
- Zoning Text Amendment Changes

C. CITY COUNCIL COMMENTS

D. ADJORNMENT



TO: Mayor and City Councilmembers
FROM: Courtney Brunell, City Administrator
DATE: March 4, 2025
SUBJECT: Doc Tait Pavilion Update

Purpose: The purpose of this memo is to provide an update on the Doc Tait Pavilion project and to seek Council approval of the final design, as required by the Donation and Construction Agreement.

Timeline:

- November 2021: The Doc Tait Pavilion project was originally approved near the Foothills Museum. Based on community input, the location was relocated to the Foothills Trail Parking lot to create a formal trailhead in Buckley.
- December 2023: City Council approved a Donation and Construction Agreement with the Foothills Rails to Trails Coalition, allowing them to construct the pavilion within two years adjacent to the foothills trail parking lot.
- February 13, 2024: Council adopted the City's Parks, Recreation, and Open Space (PROs) Plan, which included the Doc Tait Pavilion Project.
- September 3, 2024: Council received an update on the final design and fundraising progress from the Rails to Trails Coalition during the regular study session.
- September 20, 2024: The Foothills Rails to Trails Coalition applied for building permits.
- October 7, 2024: Building permit review was completed; the permit was placed on hold until fundraising was finalized, and a contractor was identified.
- December 10, 2024: Council adopted the Comprehensive Plan, which included the Doc Tait Pavilion Project.

- February 5, 2025: The Rails to Trails Coalition identified WS Contractors LLC as their contractor, completing their building permit application.
- February 2025: City staff reviewed the building permit application and confirmed compliance with all City requirements.

Discussion:

Since the signing of the donation and construction agreement, the Foothills Rails to Trails Coalition has successfully secured full funding for the Doc Tait Pavilion and submitted its building permit application. City staff has reviewed the application and determined that it meets all relevant City requirements.

Per the agreement, the City Council must review and approve the final design before construction. The design is consistent with the original proposal from 2023 and aligns with the City's PROs Plan and Comprehensive Plan.

In addition to the pavilion structure, the Coalition has worked with community partners to develop interpretive panel content. These panels will include:

1. Honoring Doc Tait and Foothills Coalition Founders
2. Trail Map & Information
3. History of the Foothills Trail
4. Buckley and White River Plateau History
5. Flora and Fauna on the Trail
6. Places to Explore in Buckley/Nearby Communities on the Trail
7. Puyallup Tribe
8. Muckleshoot Tribe

Recommendation: Staff recommends that the City Council approve the final design and authorize the Foothills Rails to Trails Coalition to construct the pavilion as designed and permitted.

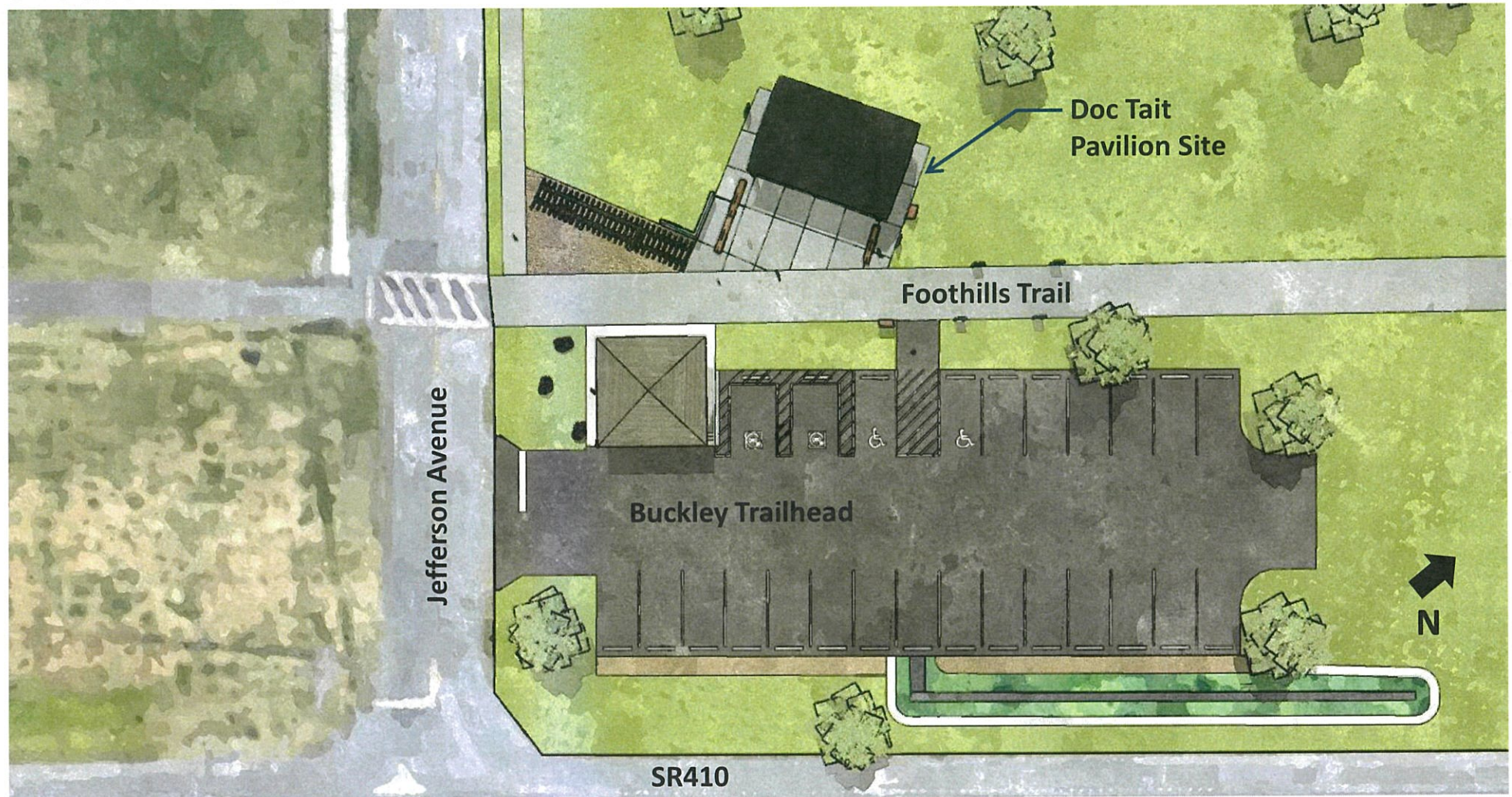
Next Steps:

1. Council Action: Review and approve the final pavilion design, via motion authorize the Foothills Rails to Trails Coalition to proceed with construction.
2. Final Permit Issuance: With Council approval, staff will finalize the permit process.
3. Construction Phase: If approved, construction is expected to begin in Spring 2025.

Attachments:

1. Doc Tait Pavilion Design Documents
2. Meeting minutes from September 3, 2024 Council Meeting
3. Donation and Construction Agreement

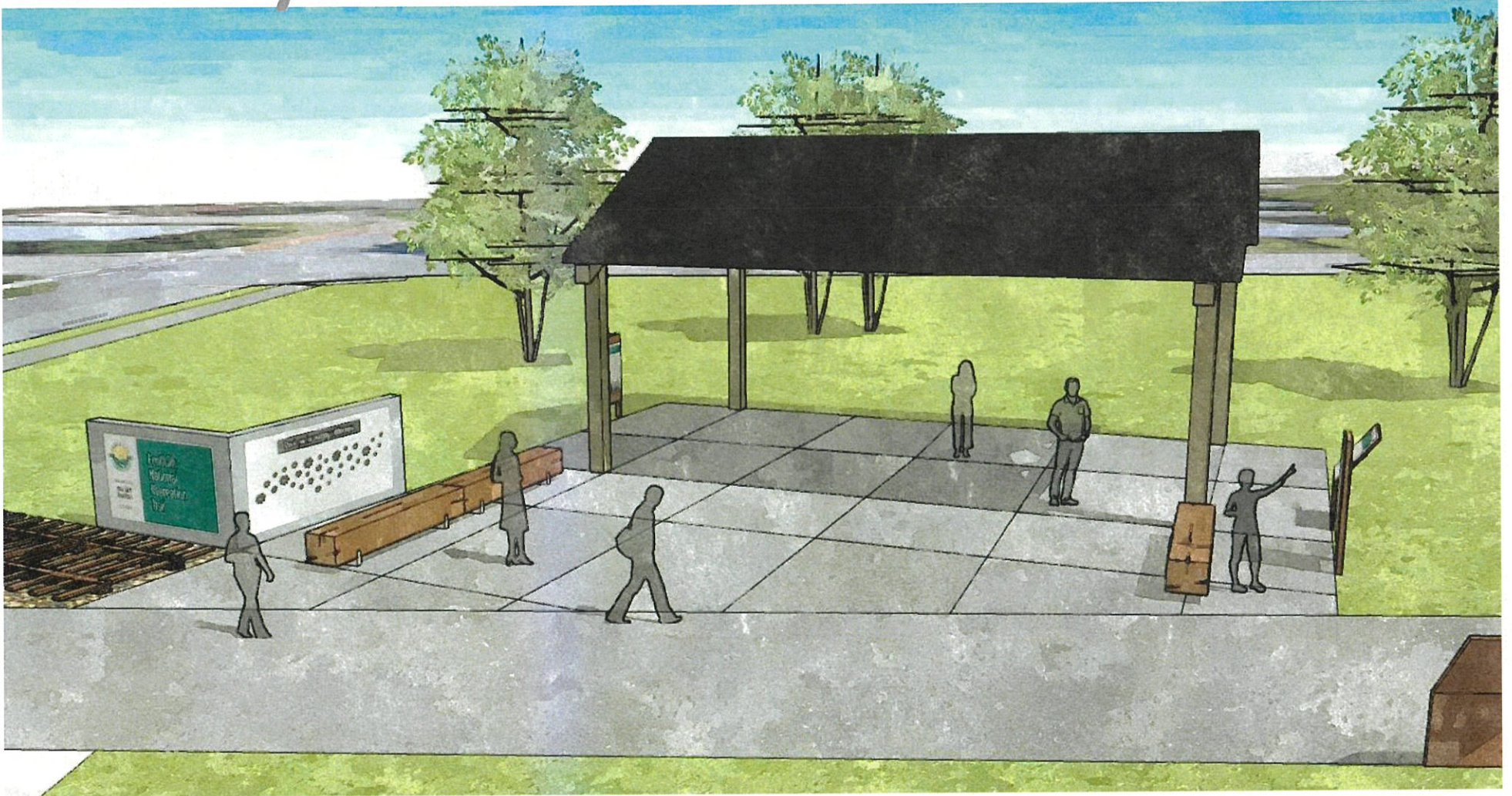
Plan View



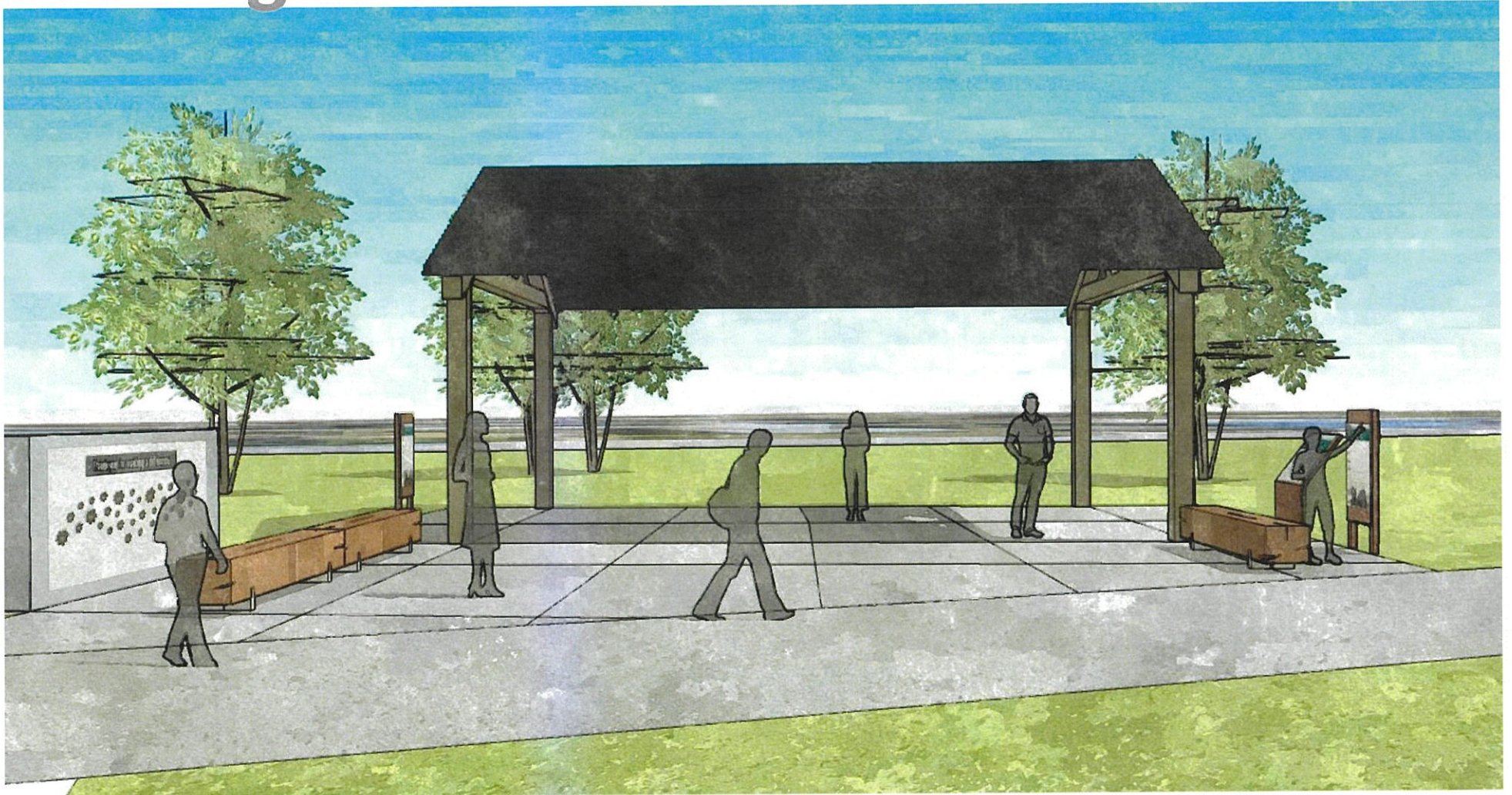
Looking Southwest



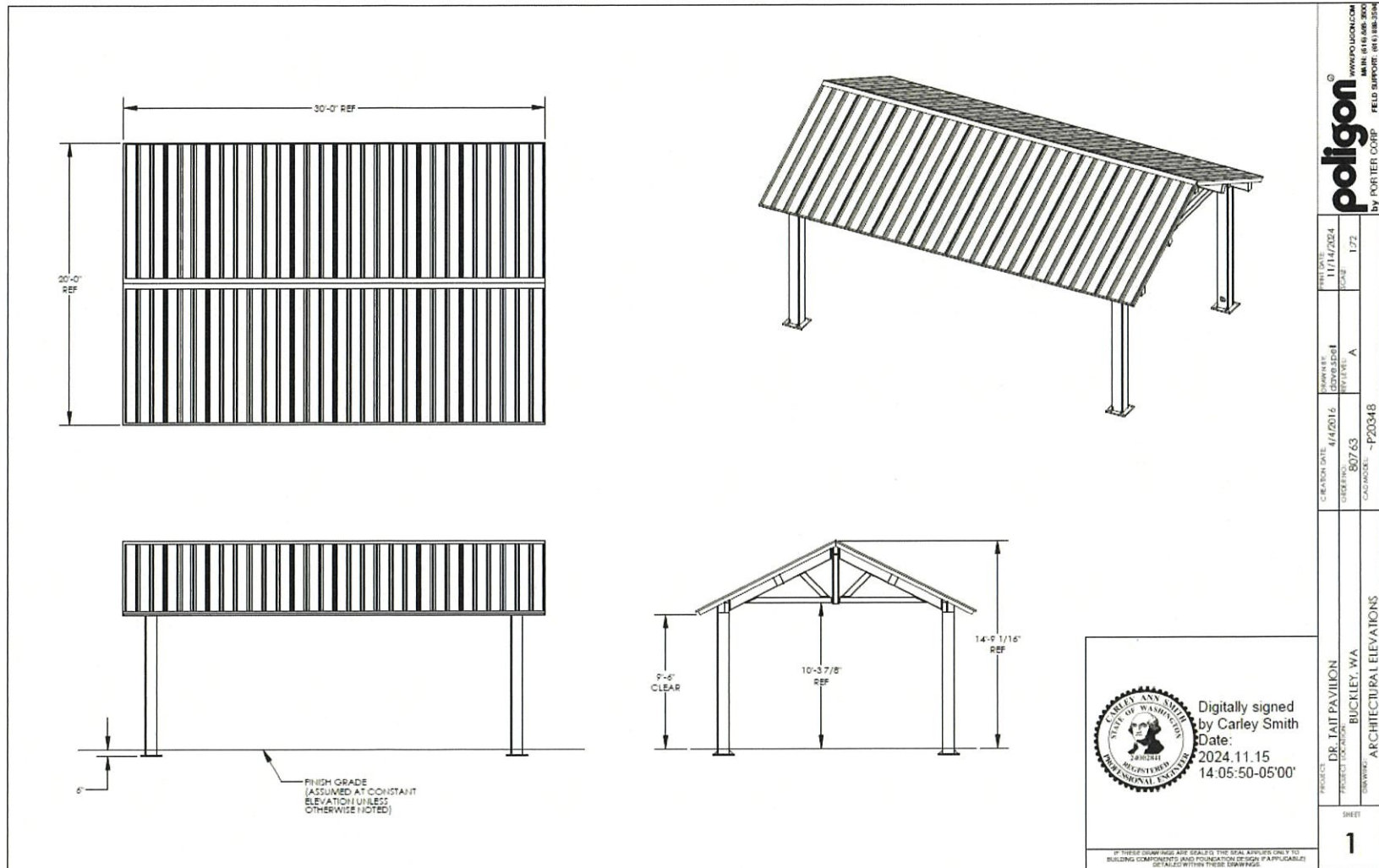
Bird's Eye View



Looking Southeast



Pavilion



Pavilion

poligon®

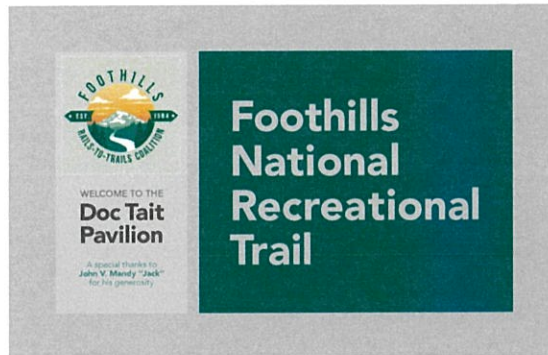


FRAME COLOR: COASTAL KHAKI
ROOF COLOR: TUDOR BROWN
COLORS MAY VARY SLIGHTLY FROM RENDERED IMAGE

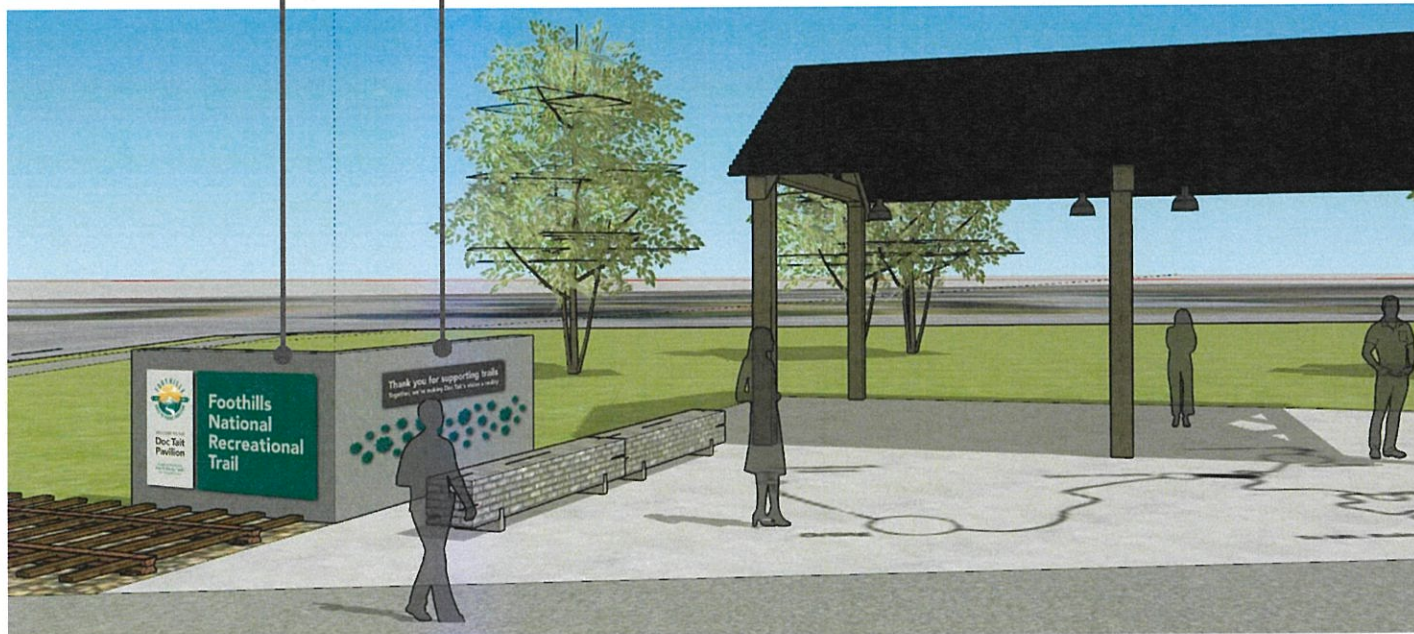
DR. TAIT PAVILION REK20X30
BUCKLEY, WA
REK 20X30

Doc Tait Pavilion | Interpretive Signage – Concrete Wall Signage

Welcome Wall

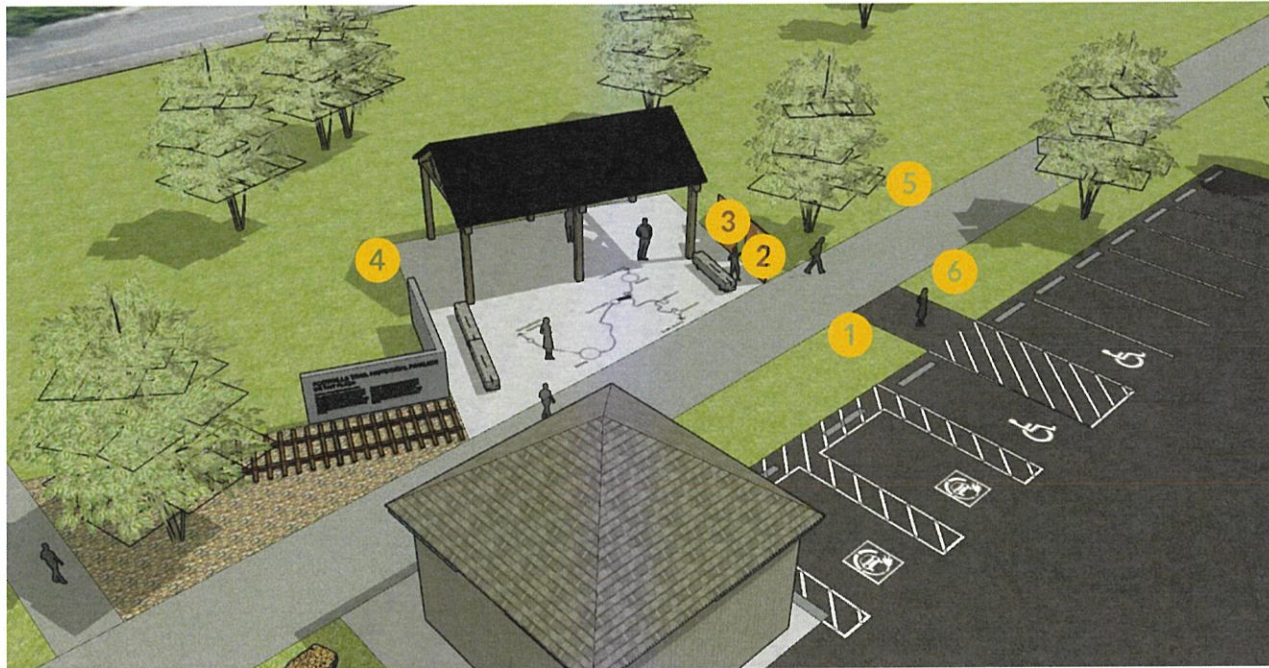


Donor Wall



Parametrix

Doc Tait Pavilion | Interpretive Signage – Panel Sign Placement



- 1 Doc Tait**
reader is facing pavilion
- 2 Trail Map**
reader is facing NE trail
back of sign faces NE trail
- 3 Foothills Trail History**
reader is facing NE trail
- 4 Buckley**
reader is facing SR 410
back of sign faces SR 410
- 5 Flora & Fauna**
reader is facing SR 410
back of sign faces SR 410
- 6 Areas to Explore**
reader is facing NE trail
back of sign faces NE trail



Parametrix

Doc Tait Pavilion | Interpretive Signage

Panel 1: Doc Tait

Dr. Douglas A. "Doc" Tait

Father of the Foothills Trail

More Than a Doctor

"Doc Tait", as he was known around Buckley and surrounding areas, was the kind of doctor you see in the movies. Although he had a medical office on Main Street just a few blocks from this site, he could often be found with a black leather medical bag in-hand, making house calls, driving patients to the hospital, or treating them in his home. He delivered generations of babies and cared for people wherever he found them: "in accidents on the highway, up in the woods, or at the Wilkeson stone quarry." (Tacoma News Tribune 7/16/95)

Instead of charging for his work, Doc Tait would often accept barter in the form of cheese, bread, chickens, or firewood. He provided emergency medical training to local firefighters before it became part of their formal training, and even helped Buckley acquire their first ambulance. **Patients remember his calm and compassionate bedside manner.**

You can see an exhibit of Doc Tait's medical office at the Foothills Historical Society (130 N River Rd), north of this trailhead and pavilion.

Out of love for the environment, Doc Tait arranged for his 64-acre farm to remain as agricultural land, in partnership with the nonprofit Cascade Land Conservancy.

In 1962, while Doc Tait was looking for ways to keep his patients active and healthy, he noticed crews removing tracks along an abandoned rail corridor. Doc Tait, a nature lover and activist, recognized a once-in-a-lifetime opportunity for a trail that would connect Pierce and King Counties. He gathered like-minded community members and eventually founded the Foothills Rails-to-Trails Coalition in 1984.

The Foothills Rails-to-Trails Coalition promoted support for this vision through newspaper articles and petitions, eventually prompting Pierce County to acquire the land and begin a decades-long collaboration to build the Foothills Trail.

Doc Tait lived to see his trail vision catch momentum with the first mile of the Foothills Trail opening in Buckley in 1992. Since that time, nearly 22 miles of completed paved sections have been added to the trail, with many more miles planned in the years ahead.

DR. DOUGLAS A. TAIT
1927 - 2003

THANK YOU TO OUR SPONSOR
Garnetta, Gerth and Maureen
In Memory of: MacLellan and Doug

Panel 3: Foothills Trail History

Foothills Rails-to-Trails Coalition

Past and Present

Our Mission
We work to expand, fund, maintain, promote and advocate for an accessible and inclusive trail system from Mt. Rainier National Park to the Puget Sound, fostering recreation, health, active transportation, economic growth, and environmental and historic preservation.

Our Vision
Our vision is an accessible network of world-class trails improving peoples' lives by connecting communities and destinations throughout Pierce County and beyond.

Our Founders & Pioneers
The remarkable progress of the Foothills Rails-to-Trails Coalition would not have been possible without the dedication and passion of our founders and early champions. Their tireless volunteer efforts and unwavering commitment to the Coalition and the Foothills National Recreation Trail have been instrumental in shaping the success we see today.

See the full list of our early trail pioneers:

Dr. Douglas "Doc" Tait

Fred Hart

Dr. Ernest "Ernie" Bay

Stan Engle

To learn more or to support the Coalition:

Our History

Prior to 1830
What Came Before
The valleys of the White and Carbon Rivers (originally of Mount Rainier), were the home of numerous indigenous villages. Trails were developed for hunting, trading, fishing and transportation.

1830 - 1864
Age of Colonization
American and European settlers began to establish small communities in the river valleys, further enhancing the trail system. The region developed around agriculture and fur trade.

1864 - 1877
Coal and Railroads
Coal is discovered in the Carbon River Valley, near the town of Wilkeson. Mines are developed, and a spur of the Northern Pacific Railroad is completed to near Wilkeson by Tacoma.

1877 - 1900's
Boom Times
The communities of the Carbon River Valley are booming, and roughly 43,000 residents live in the various towns along the river. The railroad moves timber out of the foothills and brings tourists to the newly established National Park at Mount Rainier.

1900's - 1982
Decline of the Railroads
As manufacturing in the area declines, the trails on the railway follow. Many communities along the river become "ghost towns," and Burlington Northern Railroad abandons the rail bed.

1984
A Coalition is Born
The volunteer Foothills Rails-to-Trails Coalition is formed to advocate for the conversion of a Pierce County park along the abandoned rail bed. Acquisition of land rights to develop the trail are begun.

1992
The Trail Begins
The first mile of the Foothills trail opens in Buckley!

Present
The Work Continues
The Coalition continues our mission to expand the Foothills trail for all of our communities.

1987
Property is Acquired
Foothills Rails-to-Trails Coalition (The TRAIL) acquires the 1.5-mile section of the abandoned rail bed from the Pierce County Council. The TRAIL then begins the process of converting the rail bed into a multi-use trail. The TRAIL then begins the process of converting the rail bed into a multi-use trail. The TRAIL then begins the process of converting the rail bed into a multi-use trail.

1992
The Trail Begins
The first mile of the Foothills trail opens in Buckley!

Present
The Work Continues
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THANK YOU TO OUR SPONSOR

Doc Tait Pavilion | Interpretive Signage


Panel 2: Trail Map

[illegible]

Panel 4: Buckley

Buckley, The Early Years


When Coal, Timber, and Railroads Were King



Casey & Knowles Shingle Mill, 1992. Notice the water barrel on top of the roof, in case a spark lit the sawdust. Several fires would level entire sections of Buckley.

Less than 150 years ago, you could stand on this very spot and see a shingle and sawmill living a railroad track where the trail now runs. Coal and cigarette smoke drifted across dirt roads. The smell of cut fir cedar and hemlock filled the air. Young men, many of them immigrants with missing fingers from work at the mills, roamed the streets of Buckley.

Timbering and fur trade brought the first settlers to the area, but when coal was discovered at Wilkinson in 1874, the Pacific Northern Railroad came west to haul it out. When the railroad finally reached Buckley in 1884, other logging-related industries could develop. These included the mills, which could produce up to 250,000 shingles in a single day, in addition to other building materials. The Millers had depleted most of its timber resources by this time and is the reason why so much timber would be extracted from this area.




Looking east on Main Street, near the Foothills Trail crossing. You might recognize some of these buildings of today.

What do you think the sidewalks were built with?

is a measure of foot board feet that log it sounds like thought, but it's a bulky volume. Imagine a board that measures 1 foot long, 1 foot wide, and 1 inch thick (144 cubic inches). That is one "board foot." Builders use this number to estimate the amount of lumber in a tree.

How many board feet goes into a typical American house?

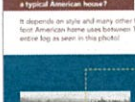
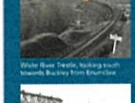

is a measure of volume and many other factors, but on average a single square foot American house takes between 13,000 and 18,000 board feet. That's an entire log as seen in this photo!






White River Pacific building near Ironside Buckley from Ironside.

Headshot of the White River Pioneer Press.

This trestle used to span the White River where the Foothills Trail now bridges the river. It would occasionally wash out during floods, as you can see in the 2nd photo. Can you find Buckley on the railroad map below?

In town, sign at the Region 10 Courthouse.

Panel 5: Flora & Fauna

[illegible]

Panel 6: Areas to Explore

Areas to Explore

Welcome to Buckley

Discover a variety of local amenities in Buckley!

Enjoy a delightful lunch, browse charming shops, or immerse yourself in our rich history by visiting a historic site. Don't forget to grab a coffee and explore the vibrant Historic Main Street!

Doc Tait Pavilion
(YOU ARE HERE)

Foothills Trail

Parks

Buckley's Local Amenities

- Veteran's Monument
- Ice Cream Shop
- Skatepark
- Food/Dining
- Foothills Historic Museum
- Pub/Bar
- Coffee Shop
- Shopping

**CITY COUNCIL
STUDY SESSION
September 3, 2024**

ATTENDEES: Council members Smith, Arsanto, Burbank, Bergerson and Bender (via Zoom).

Also in attendance were Mayor Burkett, City Administrator Brunell, Fire Chief Skogen, Finance Director Hines, Senior Planner Farnsworth, and Deputy City Clerk Clark.

Mayor Pro Tem Smith called the regularly scheduled meeting to order at 6:00 PM.

DISCUSSION ITEMS

Doc Tait Pavillion:

Shayla Miles (via Zoom) from the Rails to Trails Coalition updated the Council on the Doc Tait Pavilion and stated that they are hoping to have bids go out by the end of the year and have construction by early spring of 2025.

City Administrator Brunell explained to the Council that this project was originally approved in November 2021 to be located near the Foothills Museum. The pavilion's location was relocated to the Foothills Trail Parking lot to create a formal trailhead after community input. The Coalition has actively been fundraising for the project and has currently secured over 90% of the necessary funding.

The MOU ensures that the City Council will review the final design before construction begins and that is expected to happen in 2025. Council member Bergerson asked about the cost of signage that was displayed in handout and City Administrator Brunell answered that the cost is still to be determined. Council member Burbank likes the part about the railroad being added that is shown on the map in the packet that will be stamped in the concrete. Mayor Pro Tem Smith finds it encouraging that the coalition is at 90% funding for the pavilion. Lastly Ms. Miles added that for the sign package the coalition is leaning towards the most enduring and easy-to-maintain option.

Fire Department RFP:

Chief Skogen and Captain Medical Services Operator Riggsby spoke to the Council regarding paramedic ambulance services. The Request for Proposal (RFP) closed on August 12, 2024. The Fire Department received quotes from our current provider AMR and a quote from Olympic Ambulance. Fire Chief Skogen explained that staff recommend no action be taken at this time pending additional information. From a financial standpoint the AMR requires a subsidy which is what brought forth the RFP.

Comp Plan Open House Community Feedback Report:

City Planner Farnsworth gave a general overview for the round table discussion regarding the Comp Plan open house. We had great attendance and positive feedback. If the Council has any feedback or comments Mr. Farnsworth would love to hear it.

City Administrator Brunell explained to the Council what all is considered in the Comp Plan such as historical factors, housing data broken down on race and identifying housing needs. Steps to be taken are engagement of the community, gather and analyze data, evaluate policies and review and update regulations. The Council discussed the pros and cons of what they would prefer.

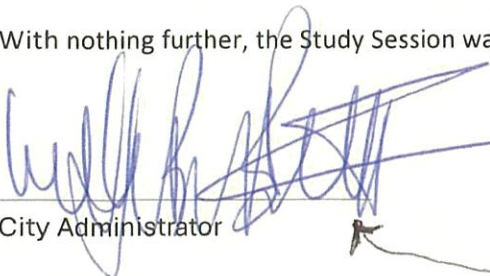
Updated Budget Forecast:


Finance Director Hines presented a 6-year forecast for 2025-2030 that was brought before the Council in April 2024 for a baseline forecast for the upcoming 2025-2026 biennial budget. Now that the process is

underway for the first 2025-2026 biennial budget, an updated 6-year financial forecast is presented to keep the Council informed and to allow any feedback. In the Council packet is an updated forecast using the preliminary revenue and expenditure projections developed by staff.

Next steps will be further discussion at committee meetings regarding the budget and there will be Special Council Study Sessions on October 15, 2024, and November 19, 2024.

With nothing further, the Study Session was adjourned at 6:58 PM.


City Administrator


Mayor

Courtney Brunell

Prepared by: Jessica Clark, Deputy City Clerk

DONATION AND CONSTRUCTION AGREEMENT
BETWEEN
FOOTHILLS RAILS-TO-TRAILS COALITION
AND
THE CITY OF BUCKLEY
REGARDING A FOOTHILLS TRAIL HISTORICAL PAVILION

This Donation and Construction Agreement, hereinafter "Agreement," made and entered into this 8th day of December, 2023 by and between the City of Buckley, a Washington municipal corporation (the "CITY") and the FOOTHILLS RAILS-TO-TRAILS COALITION, a non-profit association (the "FRTC").

WHEREAS, FRTC wishes to design, fund and construct a pavilion (PAVILION) that educates the public on the history of the Foothills Trail and the legacy of Dr. Tait who was the Buckley doctor for many years who had a vision of a trail system connecting communities with a trail corridor on the abandoned railroad property; and

WHEREAS, RCW 35.21.278 allows the City to contract with nonprofit associations to construct park improvements without having to go through bidding laws,

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, the parties agree as follows:

I. Responsibilities of FRTC:

1. Overall Project Responsibilities. FRTC agrees to design, do all permitting work, construct and fund the construction of the PAVILION at 251 S River Rd, Buckley, WA 98321 as generally depicted in Exhibit A. Prior to any construction, FRTC shall acquire approval from the Buckley City Council of the final design.
2. Site Preparation. FRTC may do the site preparation work for the PAVILION provided that all work must be completed within one year of City Council approval of design. If the site work is not completed within one year, FRTC shall restore the site to its predevelopment condition upon demand by the City.
3. Prevailing Wage/Volunteers. FRTC shall comply with prevailing wage laws as applicable. All persons engaged in volunteer work for the project must sign an indemnification and release of liability agreement as prepared by the City, which also includes any waiver of claim for prevailing wage or any other compensation. FRTC acknowledges that any paid work for construction of the PAVILION may be subject to prevailing wage laws and FRTC assumes full responsibility for identifying when such prevailing wages must be paid and ensuring that such wages are paid.

4. Insurance. FRTC shall procure and maintain for the duration of the site work, if applicable, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the FRTC, its agents, representatives, or employees.

A. No Limitation

FRTC's maintenance of insurance as required by the agreement shall not be construed to limit the liability of FRTC to the coverage provided by such insurance, or otherwise limit the CITY's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance

FRTC shall obtain insurance of the types described below:

a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. CITY shall be named as an insured under the FRTC's Commercial General Liability insurance policy with respect to the work performed for the CITY.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.'

C. Minimum Amounts of Insurance

FRTC shall maintain the following insurance limits:

a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

D. Other Insurance Provision

FRTC's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the CITY. Any Insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the Contractor's insurance and shall not contribute with it.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

F. Verification of Coverage

FRTC shall furnish CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the FRTC before commencement of the work.

G. Notice of Cancellation

FRTC shall provide CITY with written notice of any policy cancellation, within two business days of their receipt of such notice.

H. Failure to Maintain Insurance

Failure on the part of FRTC to maintain the insurance as required shall constitute a material breach of contract, upon which CITY may, after giving five business days notice to FRTC to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be reimbursed to CITY on demand, or at the sole discretion of the CITY, offset against funds due the FRTC from the CITY.

5. Independent Contractor. FRTC is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to FRTC (including but not limited to any member, officer, volunteer or employee of FRTC), any sick leave, vacation pay, overtime or any other benefit applicable to employees of CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to FRTC which may arise as an incident of FRTC performing services for CITY. CITY shall not be obligated to pay industrial insurance for the services rendered by FRTC.

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

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

- A. COMPLIANCE WITH REGULATIONS: FRTC shall comply with applicable Regulations relative to nondiscrimination, and the American Disabilities Act of 1992, as amended.
- B. NONDISCRIMINATION: FRTC, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subcontractors, including procurements of materials and leases of equipment. FRTC shall not participate either directly or indirectly in the discrimination prohibited by applicable Regulations.
- C. INFORMATION AND REPORTS: FRTC shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by CITY to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of FRTC is in the exclusive possession of another who fails or refuses to furnish this information, FRTC shall so certify to CITY and shall set forth what efforts it has made to obtain the information.
- D. SANCTIONS FOR NONCOMPLIANCE: In the event of FRTC's noncompliance with the nondiscrimination provisions of this agreement, CITY shall impose such sanctions as it may determine to be appropriate, including, but not limited to cancellation, termination or suspension of the agreement, in whole or in part.
- E. UNFAIR EMPLOYMENT PRACTICES: FRTC shall comply with RCW 49.60.180 and Executive Order number E.O. 77-13 of the Governor of the State of Washington which prohibits unfair employment practices.

7. Encumbrances and Liens. Neither FRTC nor anyone claiming by, through, or under FRTC shall have the right to file or place any mechanic's lien or any other lien of any kind or character whatsoever upon the FACILITY, the underlying real property, or any CITY property. Notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any materials, service, or labor for any improvements, alterations, repairs or any part thereof shall at any time be or become entitled to any lien thereon. For the further security of CITY, FRTC covenants and agrees to give actual notice thereof in advance to any and all contractors and subcontractors who may furnish or agree to furnish any such material or labor and further agrees to include such a provision in every agreement made with contractors and subcontractors in connection with FACILITY improvements and to require the general contractor to include such a provision in every agreement with a subcontractor in connection with the improvements.
8. Ownership Interest. FRTC asserts no ownership interest in any PAVILION improvements created by this Agreement. FRTC acknowledges that its work on the PAVILION should be construed as a donation to the City for public recreational and educational use.

II. Responsibilities of CITY:

1. FACILITY ownership and maintenance. Upon completion of the PAVILION and acceptance by the City Council, the City shall assume all ownership rights and responsibilities of the PAVILION, including maintenance.
2. Cooperation. CITY shall provide a timely review of all exhibits, plans and other documents requiring feedback to allow the project to move forward efficiently. To the extent such actions do not increase CITY liability or incur financial obligations to third parties, CITY shall reasonably cooperate with FRTC in acquiring grant funding and complying with laws applicable to the project.
3. Access. Upon acceptance of final design by the City Council, CITY agrees to provide FRTC a temporary construction easement to those portions of CITY owned property located at 251 S River Rd, Buckley, WA 98321 as depicted in Exhibit A. FRTC shall be responsible for securing the easement area from public access. FRTC takes the construction easement area "as is" and is responsible for protecting itself from any hazards or other sources of damage. FRTC shall indemnify and hold harmless CITY from any damages incurred from its use of the easement area and/or any damage to third parties resulting from FRTC's construction activities. This hold harmless and indemnification is not intended to limit FRTC's general indemnification obligations under Paragraph III1 of this Agreement..

III. Mutual Obligations.

1. Indemnification. FRTC agrees to release, indemnify, defend, and hold harmless CITY, its elected officials, employees, officers, representatives, and volunteers from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties, expenses, attorney's or attorneys' fees, costs, and/or litigation expenses to or by any and all persons or entities, arising from, resulting from, or related to the negligent acts, errors or omissions of FRTC in its performance of this Agreement or a breach of this Agreement by FRTC, except for that portion of the claims caused by CITY's sole negligence.

CITY agrees to release, indemnify, defend, and hold harmless FRTC, its employees, officers, representatives, and volunteers from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties, expenses, attorney's or attorneys' fees, costs, and/or litigation expenses to or by any and all persons or entities, arising from, resulting from, or related to the negligent acts, errors or omissions of CITY in its performance of this Agreement or a breach of this Agreement by CITY, except for that portion of the claims caused by FRTC's sole negligence.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, (Validity of agreement to indemnify against liability for negligence relative to construction, alteration, improvement, etc., of structure or improvement attached to real estate...) then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the FRTC and the City, its officers, officials, employees and volunteers, FRTC's liability shall be only to the extent of FRTC's negligence.

It is further specifically and expressly understood that the indemnification provided in this Agreement constitute FRTC's waiver of immunity under the Industrial Insurance Act, RCW Title 51, solely for the purposes of this indemnification. The Parties have mutually negotiated and agreed to this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.

2. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between FRTC and CITY shall be referred for determination to the CITY Administrator, whose decision in the matter shall be final and binding upon the parties to this agreement, subject to mediation/arbitration as described below.

In the event the parties cannot agree upon a resolution of a dispute, the same shall be settled by mediation/arbitration pursuant to RCW Chapter 7.04, et. seq. except as herein modified. Such mediation/arbitration shall be before one disinterested mediator/arbitrator, if one can be agreed upon, otherwise before three disinterested arbitrators, one named CITY, one by FRTC, and one by the two thus chosen. If all arbitrators have not been appointed within

ten (10) days after written notice of demand for arbitration is given by one party to the other, then either party may apply to the Pierce County Superior Court, upon not less than (5) days written notice to the other, for appointment of the necessary arbitrators remaining to be appointed, and the judicial appointment shall be binding and final. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Washington as applied to the facts found by him/her or them. The arbitrator or arbitrators may grant injunctions or other relief in such controversy or claims. The decision of the arbitrator or arbitrators shall be final, conclusive and binding on the parties and a judgment may be obtained in any court having jurisdiction.

3. Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. Time period for notices shall be deemed to have commenced upon the date of receipt. Email and telephone may be used for purposes of administering the Agreement, but should not be used to give any formal notice required by the Agreement.

CITY OF BUCKLEY

City Administrator

933 Main St.

Buckley, WA 98321

Phone: (360) 761-7802

FRTC

PO Box 192

Puyallup, WA 98371

Phone: (253) 224-4963

4. Complete Agreement. This agreement represents the entire integrated agreement between CITY and the FRTC, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.
5. Severability. If a court of competent jurisdiction holds any provision of the Agreement to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of the Agreement conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

FRTC:



By: Daniel Bucci
Title: Board President

12/08/23

Date

CITY:

CITY OF BUCKLEY


Mayor

4/28/23
Date

ATTEST/AUTHENTICATED:



Treva Percival, City Clerk

APPROVED AS TO FORM:



Office of the City Attorney



TO: Mayor and City Councilmembers
FROM: Courtney Brunell, City Administrator
DATE: March 4, 2025
SUBJECT: Proposed Amendments to Accessory Dwelling Unit (ADU) Code

Background: As part of our ongoing efforts to align Buckley's municipal code with recently adopted state laws and our comprehensive plan, we are introducing amendments to the Accessory Dwelling Unit (ADU) code to comply with HB 1337. This is the first of many code updates that Council will review in the coming year, particularly as we address new state requirements related to density regulations.

We are working with Framework Consulting to ensure our code is in compliance. Currently, our existing regulations do not meet state law, requiring staff to rely on state law rather than our local code when evaluating some development applications. While we must adopt certain changes mandated by the state, there are areas where the City has flexibility in shaping our regulations.

Key Changes Required by HB 1337:

- **Increased ADU Allowance:** Two ADUs must be allowed on any lot that permits a single-family residence, meaning a total of three units per lot. However, the City has discretion on whether to extend this allowance to lots permitting duplexes or triplexes.
- **Occupancy Requirements:** Property owners are no longer required to reside in the primary dwelling unit.
- **Size Limitations:** ADU size restrictions have been modified to provide more flexibility.
- **Condominium Conversion:** Cities can no longer prohibit property owners from converting ADUs into condominiums.

- **Impact Fees Reduction:** Impact fees for ADUs cannot exceed 50% of the fees imposed on the principal dwelling unit.
- **Parking Requirements Adjustments:**
 - For lots smaller than 6,000 square feet, no more than one off-street parking space per unit can be required; for larger lots, the limit is two spaces per unit.
- **Design and Development Standards:** Cities cannot impose design standards or restrictions on ADUs that are more stringent than those applicable to the principal dwelling unit.
- **Conversion of Existing Structures:** Property owners may convert existing structures, such as detached garages, into ADUs, even if they do not meet current setback or lot coverage requirements.
- **Public Street Improvements:** Cities cannot require public street improvements as a condition for permitting ADUs.

Policy Considerations for Council Discussion:

1. **Density Management:** Should ADUs be restricted on duplex or triplex lots to manage density, or should we allow ADUs in all zones that permit duplexes and triplexes to distribute density throughout the City?
2. **Single-Family Home Design Standards:** While ADU design cannot be more restrictive than single-family residences, we currently have no design requirements for single-family homes. Would Council like to explore development criteria such as requiring pitched roofs, porches, or front steps to establish basic design consistency? If so, we will work with the Planning Commission to develop recommendations for future Council consideration.

Attachments:

1. Draft Code Revisions

19.22.130 Accessory dwelling units.

Accessory dwelling units are permitted outright in all residential zoning districts that permit single-family homes, and may be developed with new or existing single-family homes on any lot that meets the minimum lot size required for the principal unit. The development standards of the underlying zoning district and the following siting and performance standards shall apply to all accessory dwelling units as defined by BMC 19.12.025:

~~(1) The primary residence or accessory dwelling unit shall be the principal place of residence for the homeowner.~~

~~(2) Only one Two accessory dwelling unit is units are permitted per single-family residence.~~

Accessory dwelling units can be sited in any of the following configurations:

(i) One attached accessory dwelling unit and one detached accessory dwelling unit;

(ii) Two attached accessory dwelling units; or

(iii) Two detached accessory dwelling units, which may be comprised of either one or two detached structures

(3) Accessory dwelling units may be developed on lots of any size; provided, that all other applicable zoning requirements are met.

(4.) Setback Exception.

For lots that have a rear lot line that abuts an alley, a detached accessory dwelling unit may be sited up to the lot line that abuts the alley. The accessory dwelling unit shall comply with the required side yard setbacks.

(5) Existing Accessory Structures.

Lot coverage and setbacks for existing accessory structures shall be exempted to permit conversion to accessory dwelling units.

~~(3) An accessory dwelling unit shall not be larger than 50 percent of the square footage of the single-family home, with garage space not being included in the calculation. In no case shall the accessory dwelling unit be more than 800 square feet, nor less than 300 square feet, nor have more than two bedrooms.~~

(6) An accessory dwelling unit shall not have a gross floor area larger than 1,000 square ft with garage space not included in the calculation.

(4) Exterior Appearance/Modifications

~~(a) Any alterations shall not change the appearance from that of a single-family residence, as determined by the planning director.~~

~~(b) Only one exterior entrance is allowed to the accessory dwelling unit and it can be located no closer than 10 feet to an adjoining property line.~~

~~(c) Any exterior stairs shall be placed in the rear or side yard and are no closer than 10 feet to an adjoining property line.~~

~~(d) Where garage space is converted to living space, the garage door shall be replaced with materials that match the exterior of the house.~~

~~(e) There shall be only one front door facing the street from the two residences (primary and accessory residences).~~

(6) Compliance with applicable codes.

Commented [SL1]: Question: Would you like to allow a single ADU/DADU on lots with a duplex to reach the same lot density as single family? Not required.

Commented [SL2]: "The city or county may not require the owner of a lot on which there is an accessory dwelling unit to reside in or occupy the accessory dwelling unit or another housing unit on the same lot" 36.70A.681

Commented [SL3]: "... (i) A city or county must allow detached accessory dwelling units to be sited at a lot line if the lot line abuts a public alley, unless the city or county routinely plows snow on the public alley; "

Commented [SL4]: "... (j) A city or county must allow accessory dwelling units to be converted from existing structures, including but not limited to detached garages, even if they violate current code requirements for setbacks or lot coverage;

Commented [SL5]: The minimum maximum you can require is 1000 sq ft. gross floor area - RCW 36.70A.681(1)(f)

Commented [SL6]: Enumclaw's code which appears to meet compliance regulates appearance this way:
Architectural design.

The design of the accessory dwelling unit shall be consistent with the design of the principal dwelling unit and shall maintain the style, appearance and character of the main building, and shall use matching materials, colors, window style, and comparable roof appearance.

Commented [SL7]: Requirements for setbacks, yard coverage limits, tree retention mandates, restrictions on entry door locations, aesthetic requirements, or requirements for design review are not more restrictive for ADUs than those for principal units. RCW 36.70A.681(1)(h) - I believe all of these are more restrictive.

~~(a) The accessory dwelling unit shall comply with all standards for health and life safety as set forth in the International Building Code, International Residential Code, Uniform Plumbing Code, National Electrical Code, International Mechanical Code, International Fire Code, and Washington State Energy Code as each code is adopted by the city; and any other applicable codes or regulations, except as provided in this chapter. The accessory dwelling unit shall comply with all zoning code provisions for single-family residences, including setbacks, accessory buildings and lot coverage, except as provided in this chapter.~~

Commented [SL8]: Not required - excerpted from Enumclaw municipal code.
<https://www.codepublishing.com/WA/Enumclaw/html/Enumclaw19/Enumclaw1934.html#19.34.050>

(75) Parking Requirements.

- (a) The parking required for the existing single-family home must meet all requirements of the zoning code including amount, size and setback requirements in order for an accessory dwelling unit to be allowed.
- (b) One additional parking space, beyond those required for the primary single-family home, is required for an accessory dwelling unit. The additional parking space must also meet all requirements of the zoning code.
- (c) Newly created parking shall make use of existing curb cuts, when possible.

Commented [SL9]: I think this is okay - but a little bit of a gray area if ADUs are a permitted use and this puts a condition on their permitting.

~~(6) An accessory dwelling unit may not be sold as a separate piece of property, or as a condominium unit, unless allowed by the existing zoning on the property.~~

Commented [SL10]: (k) A city or county may not prohibit the sale or other conveyance of a condominium unit independently of a principal unit solely on the grounds that the condominium unit was originally built as an accessory dwelling unit

~~(87) Any homeowner seeking to establish an accessory dwelling unit shall apply for approval in accordance with the following procedures:~~

- ~~(a) The homeowner shall apply for an accessory dwelling unit permit with the building division. A complete application shall include a properly completed application form, floor and structural plans, fees and an affidavit of owner residency. The affidavit of owner residency must be signed before a notary public affirming that the owner meets the requirements of subsections (1) through (5) of this section.~~

Commented [SL11]: Owner occupancy cannot be required.

- (b) Before issuance of the accessory dwelling unit permit, the homeowner must provide a copy of a statement recorded with the county records and elections office. The statement must read:

A permit for an accessory dwelling unit has been issued, by the city of Buckley, to the owner of this property. Future owners are advised that the owner of the property must comply with all requirements of section 19.22.130 of the Buckley Zoning Code, as amended, if the accessory dwelling unit is to be occupied or rented.

~~(98) If an accessory dwelling unit is to be removed, appropriate permits and inspections must first be received from the Buckley building official. If a homeowner wants to remove the statement as required by subsection (7)(b) of this section from the property's title, then the city shall issue an appropriate release upon evidence that the accessory dwelling unit has been removed. The release shall be recorded, by the homeowner, with the county records office and a copy of the recorded release shall be provided to the Buckley building official. (Ord. 22-08 § 1 (Exh. A), 2008).~~