



**BUCKLEY CITY COUNCIL MEETING AGENDA**  
**April 24, 2018**  
**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 #07-18  
Next Resolution #18-04  
Next Agenda Bill #AB18-036

- **Adam Garrett – Swearing in as Sergeant**

**A. Citizen Participation**

*Time Limit of Three Minutes (Must sign up at City Hall by Wednesday prior to the Council Meeting)*

**B. Staff Reports**

**C. Main Agenda**

1. ORD No. \_\_\_\_-18: Amending BMC 3.50 – Street Impact Fee Discounts Pg. 9
2. ORD No. \_\_\_\_-18: Amending BMC 8.30 – Adding New Sections – Noise Control Pg.16
3. Collective Bargaining Agreement – IUOE Local 286 Pg.21
4. Bid Award: Police Department Storage Garage Pg.56
5. Agreement: Dept. of Ecology - Shoreline Master Program (1719) Pg.63

**D. Consent Agenda**

6. A. Approve Minutes of April 10, 2018 City Council Meeting Pg. 88
- B. Claims

**E. Committee Reports**

7. Mayor's Report Johnson
8. Administration, Finance & Public Safety Tremblay
9. Transportation & Utilities B. Burkett
10. Community Services S. Burkett
11. Council Member Comments & Good of the Order

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



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

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## CITY OF BUCKLEY MEETING LIST

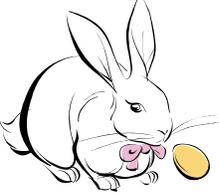
~~Apr 24 9:30 AM Admin, Finance & PS (City Hall) - CANCELLED~~

Apr 24	7:00 PM	City Council
Apr 26	1:00 PM	Community Services (City Hall)
May 1	7:00 PM	City Council Study Session
May 7	7:00 PM	Planning Commission
May 8	9:30 AM	Admin, Finance & Public Safety (City Hall)
May 8	7:00 PM	City Council
May 14	10:30 AM	Buckley Hall Board
May 15	7:00 PM	Transportation & Utilities (City Hall)
May 17	1:00 PM	Community Services (City Hall)
May 21	7:00 PM	Planning Commission
May 22	9:30 AM	Admin, Finance & Public Safety (City Hall)
May 22	7:00 PM	City Council

The above meetings will be held in the Multi-Purpose Center located at 811 Main Street unless otherwise noted.

*Last Revised April 18, 2018*

# April 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 	2 <i>7 Planning Commission</i>	3 <i>7 City Council Study Session</i>	4	5	6	7
8	9 <i>10:30 AM Buckley Hall Board</i>	10 <i>9:30 AM Admin, Finance &amp; PS</i> <i>7 City Council</i>	11	12	13	14
15	16 <i>7 Planning Commission</i>	17	18	19	20	21
22	23	24 <i>7 City Council</i>	25	26 <i>1 Community Services</i>	27	28
29	30					

# May 2018



Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 <i>7 City Council Study Session</i>	2	3	4	5
6	7 <i>7 Planning Commission</i>	8 <i>9:30 Admin, Finance &amp; Public Safety</i> <i>7 City Council</i>	9	10	11	12 <b>10 AM—City-Wide Shredding Event</b>
13 	14 <i>10:30 Buckley Hall Board</i>	15 <i>7 Transportation &amp; Utilities</i>	16	17 <i>1 Community Services</i>	18	19
20	21 <i>7 Planning Commission</i>	22 <i>9:30 Admin, Finance &amp; Public Safety</i> <i>7 City Council</i>	23	24	25	26
27	28 	29	30	31		



## **CITY OF BUCKLEY CITY-WIDE SHREDDING EVENT**

**SATURDAY, MAY 12, 2018  
BUCKLEY EAGLES PARKING LOT  
10:00 AM – 1:00 PM**

On **Saturday, May 12, 2018**, from **10:00 AM until 1:00 PM**, in the Buckley Eagles parking lot, the City of Buckley will be hosting a City-wide Shredding Event. Each person is allowed to bring a maximum of three (3) paper grocery bags of records, documents, paperwork to be securely shredded at absolutely no cost.

LeMay Mobile Shredding will be providing the shredding services. So, take this opportunity to rid your home or office of confidential materials, old bills, tax returns, medical forms, etc. Please remove all metal clips, including file fasteners. No metal, plastic or garbage, just paper records.

If you have any questions, please contact the City Clerk at (360) 761-7801

## A. CITIZEN PARTICIPATION

## B. STAFF REPORTS

## C. MAIN AGENDA



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT: ORD No. ____-18: Amending BMC 3.50 – Adding Street Impact Fee Discounts</b>	<b>Agenda Date: April 24, 2018</b>		<b>AB18-036</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson	X	X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts	X	X
	City Engineer – Dominic Miller		X
	City Clerk – Joanne Starr		X
	Finance Dept – Sheila Bazzar		X
	Building Official – Mike Deadmond		X
	Fire Dept – Chief Predmore		X
	Parks & Rec Dept – Julie Bevaart		
	Planning Dept – Kathy Thompson		X
	Police Dept – Chief Arsanto		X
Timeline: N/A	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		X
<b>Attachments:</b> Ordinance			
<p>SUMMARY STATEMENT: Through various planning efforts, to include collaboration with the University of Washington Urban Planning Department, the City has explored various ways to promote and encourage pedestrian-oriented, community scale retail and commercial development in the corridor along SR410 from Mundy Loss Rd to Cemetery Rd and along River Ave (Rainier Gateway Center) through the historic downtown on Main Street, and to provide meaningful incentives to developers to build developments that will enhance a community environment that will be attractive to families.</p> <p>Based on previous discussions by the City Council and exploration of available alternatives it has been determined that the most “direct” effective method to accomplish this is to provide incentives to desirable uses through a reduction in the required impact fees that are assessed at the time of building permit submittal.</p> <p>The City Council intends to continually monitor the use of the incentives to ensure that the desired goals are being achieved.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS 3/20/18			
RECOMMENDED ACTION: <b>MOTION to Approve ORD No. ____-18 Amending BMC 3.50 Adding Street Impact Fee Discounts.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

**CITY OF BUCKLEY, WASHINGTON**

**ORDINANCE NO. \_\_\_\_ - 18**

**AN ORDINANCE OF THE CITY OF BUCKLEY,  
WASHINGTON, ADDING A NEW SECTION BMC  
3.50.085 ENTITLED IMPACT FEE DISCOUNTS.**

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**WHEREAS**, impact fees are authorized for those jurisdictions planning under the Growth Management Act and are charges assessed by local governments against new development projects that attempt to recover the cost incurred by government in providing the public facilities required to serve the new development; and

**WHEREAS**, the City has adopted code provisions governing the assessment and collection of impact fees for parks and recreation, schools and transportation in Chapter 3.50 of the Buckley Municipal Code; and

**WHEREAS**, the current fees listed in BMC 3.50 were developed through evaluation and fee calculation in separate elements of the adopted 2016 Comprehensive Plan; and

**WHEREAS**, on December 12, 2017 the City Council approved a new Transportation Element 5 through adoption of Ordinance No. 25-17; and

**WHEREAS**, Element 5 of the Comprehensive Plan is the Transportation Element that includes new updated capital improvement projects, construction estimates, proportionate impact fee calculations and ITE Trip Generation Table; and

**WHEREAS**, the City of Buckley is seeking ways to promote and encourage pedestrian-oriented, community scale retail and commercial development in a corridor along SR410 from Mundy Loss Rd to Cemetery Rd and along River Ave (Rainier Gateway Center) through the historic downtown on Main Street, and to provide meaningful incentives to developers to build developments that will enhance a community environment that will be attractive to families; and

**WHEREAS**, the City Council finds that restaurant establishments and other developments that do not exclude children or minors from their premises enhance the community oriented family-friendly environment which the City wishes to promote; and

**WHEREAS**, through adoption of the Comprehensive Plan and Transportation Element the City Council has determined that the use of both traditional and innovative methods for financing roadway improvements such as public/private partnerships, impact fees, and so forth form a valuable component of the funding of the plans; and

**WHEREAS**, the City's Administration, Finance and Public Safety Committee reviewed the proposed amendment to the impact fee ordinance at their meeting on March 27, 2018 and supports the imposition of a discount fee system and recommends qualifying uses as shown in this ordinance; and

**WHEREAS**, the City Council finds that the proposed impact fee discounts are in the public interest and consistent with the intent and purpose of the Growth Management Act, Chapter 37.70A RCW; and

**WHEREAS**, the proposed transportation impact fee discount is consistent with the City's long-range goal of encouraging community scale retail and commercial development along SR410 from Mundy Loss Rd to Cemetery Rd and along River Ave (Rainier Gateway Center) through the historic downtown on Main Street as depicted in the Traffic Impact Fee Discount Map, attached as Exhibit A;

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

**Section 1.** BMC 3.50.085 is hereby added to read as follows:

**3.50.085 Street impact fee discounts.**

In order to encourage and facilitate certain businesses to locate in designated areas of the City where development is desired, and to recruit into the City those types of businesses deemed beneficial to the City and the community and/or which the City currently lacks in sufficient number or volume, pursuant to RCW 82.02.060(2) and (4) there is hereby

established a funding source adjustment from the traffic impact fee set forth in this chapter for development activity which meets the criteria of subsection A of this section.

A. Any permitted development that meets all of the following criteria may apply for a maximum 30 percent discount from the traffic impact fee that would otherwise be imposed under BMC 3.50.060:

(1) Qualifying Uses. All uses consist only of those uses that meet one or more of the following definitions:

a. Food service uses including, but not limited to bakeries, confectioneries, coffeehouses, delicatessens, ice cream parlors, juice bars, family sit-down restaurants, casual dining restaurants, fine dining restaurants; restaurants commonly known as fast-casual is herein defined as an intermediate, eating establishment between fast food and casual dining offering a high quality food standard, prepared to order dishes and a sit-down atmosphere but does not include full service or a drive-in or drive- thru window and at which alcohol may be served to accompany a meal; restaurants or establishments that are commonly known as brewpubs, microbreweries, or wineries, is herein defined as an eating and drinking establishment having a microbrewery on the premises that produces beer, ale, or other malt beverage, or wine, and where the majority of the beer/wine produced is consumed on the premises and at which food may be served to accompany the alcohol. These establishments may also sell beer or wine at retail and/or act as wholesaler for beer or wine of its own production for off-site consumption, with appropriate state licenses;;

i. Non-qualified restaurant establishments that are not eligible for an impact fee discount include the following: (1) Drinking establishments (bars, cocktail lounges, nightclubs and taverns), restaurants or other establishments in which alcoholic beverages are served as the primary function of the business, not including brewpubs as described above; service; and (2) Restaurants with drive-in or drive-through service typically referred to as “fast-food restaurants”, which are herein defined as eating establishments that serve food prepared in quantity by a standardized method for quick dispensing.

- b. Office uses including, but not limited to, banks, business services, financial institutions, general business offices or professional offices;
- c. Recreational and cultural uses including, but not limited to, art galleries, bowling alleys, health clubs, dance studios, martial arts studios, libraries, museums, indoor movie or stage theater, indoor skating rink, racquetball court and tennis court, subject to the limitations set forth below;
- d. Commercial retail sales store including, but not limited to the sale or rental of the following items: antiques, apparel & accessories, art, bicycle stores, bookstores, carpets, drug stores, fabrics, flowers, furniture, home furnishings & appliances, flower stores, garden supply stores, gifts, groceries, hobby, toy & game stores, jewelry stores, office supplies and equipment, paint, pets and pet supplies, plant nurseries, landscaping materials, and green houses, pottery, shoes, sporting goods stores, specialty stores, stationery & gift stores;
- e. Commercial service including, but not limited banking, beauty salons & barber shops, commercial printing (small-scale), consulting, glass studio works, locksmithing, pet grooming, photography studio, repair of products listed in subsection (d) of this section, signs, tailoring, telecommunication sales;
- f. Mixed use structure with a maximum of eight dwelling units per individual structure where all residential units are part of a mixed use occupancy with qualifying nonresidential uses in the commercial building, and meeting the design requirements, and located on a principal or collector arterial street;
  - (2) The development's uses do not include or consist of any of the following uses: gasoline sales, vehicle parts (new/manufactured), vehicle detailing, or livestock as defined in BMC 9.10.020(19);
  - (3) The combined building space in a development of all structures within the development is not greater than 50,000 square feet; and
  - (4) The development is located entirely within the geographical area depicted in the traffic impact fee discount map (attached as Exhibit A to the ordinance codified in this section), as now or hereafter amended, a copy of which is available from the city clerk's office.

B. Any claim for a discount must be filed in writing with the building permit application and addressed to the City Clerk. Any claim not so made shall be deemed waived.

C. The claim for a discount must be accompanied by a covenant guaranteeing that the qualifying uses and building size restrictions, required under the above criteria, will be continued for a period of ten (10) years unless released by written approval of the city. Before approval of the discount, the city attorney shall approve the form of the covenant. Within 10 days of approval, the applicant shall execute and record the approved covenant with the Pierce County auditor's office. The covenant shall be valid for a period of ten (10) years from the date of issuance of a certificate of occupancy for the qualifying building. The covenant shall run with the land and shall provide notice to all future owners of the restricted use(s) and building size, and that in the event the development is no longer used for the identified qualifying uses, or exceeds the building size limitation, the current owner shall pay the balance of the original traffic impact fee plus interest to the date of the payment.

D. The amount of the impact fees not collected pursuant to this discount shall be paid from public funds other than the impact fee account.

E. The city administrator, or his/her designee, shall be authorized to determine whether a particular development meets the criteria for a discount. The decision of the administrator shall be appealable to the hearing examiner in conformance with the procedural requirements of BMC 20.10.260.

**Section 2.** Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

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

APPROVED by the Buckley City Council this 24<sup>th</sup> day of April, 2018.

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MAYOR, PAT JOHNSON

ATTEST/AUTHENTICATED:

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JOANNE STARR, CITY CLERK

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY:

PUBLISHED:

EFFECTIVE:

BY \_\_\_\_\_



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT: ORD No. ____-18: Amending BMC 8.30 – Adding New Sections – Noise Control</b>	<b>Agenda Date: April 24, 2018</b>		<b>AB18-037</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson	X	X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Julie Bevaart		
	Planning Dept – Kathy Thompson		
	Police Dept – Chief Arsanto	X	X
Timeline: N/A	Municipal Court – Jessica Cash		
Cost Impact: N/A	PW/Utilities – Chris Banks		
Fund Source: N/A	<b>Attachments:</b> Ordinance		
<p>SUMMARY STATEMENT: Based on the review of a noise variance request from the U.S. Army Corps of Engineers that covers noise related to the White River Dam construction scheduled to begin in June, 2018, the City attorney has recommended that the City Council adopt a process and/or clear guidelines for when an exception or variance from the adopted noise regulations is granted.</p> <p>The attached ordinance being presented for consideration adds two new code sections to the Noise Control Code in BMC 8.30 that addresses these concerns.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: <b>MOTION to Approve ORD No. ____-18 Amending BMC 8.30 Adding New Sections to Noise Control.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

**CITY OF BUCKLEY, WASHINGTON**

**ORDINANCE NO. \_\_-18**

**AN ORDINANCE OF THE CITY OF BUCKLEY, WASHINGTON, AMENDING CHAPTER 8.30 OF THE BUCKLEY MUNICIPAL CODE TO ADD TWO NEW SECTIONS RELATED TO NOISE CONTROL; AND ESTABLISHING AN EFFECTIVE DATE.**

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**WHEREAS**, the City regulates noise in the community through adoption of Buckley Municipal Code 8.30 for the purpose of minimizing the exposure of citizens to the harmful physiological effects of excessive noise; and

**WHEREAS**, the code section has no language or provision that allows exception to the regulation or a variance process for the City Council to consider alternatives; and

**WHEREAS**, in the past the City Council has considered exceptions to the regulation on a case by case basis, such as WSDOT conducting night work on SR410 or conducting White River bridge repairs; and

**WHEREAS**, the City attorney has indicated that without having an adopted process in place, this case by case consideration can be construed as being arbitrary and is recommending that the City adopt language that clearly spells out exceptions or a variance process; and

**WHEREAS**, the City is currently reviewing a request from the US Army Corps of Engineers for a noise variance for their instream work constructing the new White River Diversion Dam scheduled to begin in July, 2019; and

**WHEREAS**, based on the City Attorney's recommendation City staff have researched and reviewed examples of other jurisdictions that have exception policies in place and have drafted new code sections for the City Council to consider; and

**WHEREAS**, the draft new code sections refer to Washington State noise regulations in Chapter 173-60 WAC that established decibel thresholds based upon specified use and provides a list of exceptions to the policy;

**WHEREAS**, the City Council concurs with the City Attorney’s recommendation and desires to adopt the new sections presented for consideration by City staff;

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

**Section 1. Amended.** A new Section 8.30.022 of the Buckley Municipal Code is hereby added to read as follows:

**8.30.022 Public disturbance noise.**

A. It is unlawful for any person to cause or permit any sound or noise listed in BMC [8.30.020](#) to intrude into the property of another person which sound or noise exceeds the maximum permissible noise levels set forth below in this section. For purposes of this chapter, and in compliance with Chapter [173-60](#) WAC, the properties within the City of Buckley are as follows:

1. Residential zones – Class A EDNA.
2. Commercial zones – Class B EDNA.
3. Industrial zones – Class C EDNA.

B. 1. The sound and noise limitations established herein are as set forth in the following table after any applicable adjustments provided herein are applied:

Property Sound or EDNA of Noise Source	EDNA of receiving property 7:00 a.m. to 10:00 p.m.		
	Class A	Class B	Class C
Class A	55 dBA	57 dBA	60 dBA
Class B	57 dBA	60 dBA	65 dBA
Class C	60 dBA	65 dBA	70 dBA

2. Between the hours of 10:00 p.m. and 7:00 a.m. the noise limitations of the foregoing table shall be reduced by ten dBA for receiving property within Class A EDNAs.

3. At any hour of the day or night the applicable noise limitations in subsection (B)(1) of this section may be exceeded for any receiving property by no more than:

- a. Five dBA for a total of fifteen minutes in any one-hour period; or

- b. Ten dBA for a total of five minutes in any one-hour period; or
- c. Fifteen dBA for a total of one and one-half minutes in any one-hour period.

For purposes of this chapter, enforcement shall be undertaken by a person with City delegated authority with respect to violations. For enforcement purposes, each day, defined as the twenty-four-hour period beginning at 12:01 a.m., in which violation of the public disturbance noise regulations in this chapter occurs, shall constitute a separate violation.

**Section 2. Amended.** A new Section 8.30.026 of the Buckley Municipal Code is hereby added to read as follows:

**8.30.026 Exceptions from prohibitions.**

None of the terms or prohibitions of this chapter shall apply or be enforced against:

- A. Any vehicle of the city while engaged in necessary public business;
- B. Excavations or repairs of bridges, dams, streets or highways by or on behalf of the city, Pierce County, federal or state government during the night season when the public welfare and convenience render it impossible to perform such work during the day;
- C. The reasonable use of amplifiers or loudspeakers in the course of public addresses or public events at reasonable times and reasonable hours; provided, that no amplifier or loudspeaker shall be used in any area of the city except from 12:00 noon through 10:30 p.m., and that such public addresses by use of loudspeakers or amplifier shall not be used for more than three hours of continuous operation in any one location.
- D. Sound created by emergency equipment and emergency work necessary in the interests of law enforcement or of the health, safety or welfare of the community or individuals of the community, or to restore property to a safe condition following a public calamity.
- E. Sounds originating from officially sanctioned parades and other public events, including officially sanctioned fireworks displays.
- F. Sounds, including sounds created by sound amplification equipment, emanating from any event or activity for which a special use permit has been issued by the city in which case the provisions of the special use permit shall control. The city shall retain the authority to approve with conditions or deny special use permits at its sole discretion.
- G. Sounds that are the result of agricultural activities.
- H. Public works projects and other projects within the public rights-of-way for which the city council determines that the public benefit of night-time construction outweighs the short-term impacts of such construction.

**Section 3.** Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**Section 4.** Effective date. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the city, and shall take effect and be in full force five (5) days after publication.

APPROVED by the Buckley City Council this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
MAYOR, PAT JOHNSON

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, JOANNE STARR

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT: Collective Bargaining Agreement – IUOE Local 286 – 2018 through 2020</b>	<b>Agenda Date: April 24, 2018</b>		<b>AB18-038</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson	X	X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Julie Bevaart		
	Planning Dept – Kathy Thompson		
	Police Dept – Chief Arsanto		
Timeline: N/A	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		X
<b>Attachments:</b> Agreement(s) (with changes and clean)			
SUMMARY STATEMENT: See attached memorandum.			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: <b>MOTION to Approve the Collective Bargaining Agreement Between the City and the IUOE Local 286 for 2018 through 2020.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

# City of Buckley

P.O. Box 1960, Buckley WA 98321

Phone: 360-829-1921 ext 200

Fax: 360-829-2659



# Memo

To: Mayor & City Council

Date: April 18, 2018

RE: 2018 - 2020 Local #286 Bargaining Unit Contract

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Terms and/or changes to the bargaining unit agreement between the City and the Operating Engineer's Local #286 as agreed to through mediation on 4/3/18 are as follows;

1. Duration of the contract shall be for 3 years beginning January 1, 2018.
2. Minor wording changes and/or corrections to the following:
  - Subsection 1.1
  - Subsection 4.6.5
  - Subsection 7.1
  - Subsection 7.3
  - Subsection 11.8
  - Subsection 1.1
  - Subsection 14.4
  - Subsection 22.1
3. Adds Subsection 1.4 allowing one day for Shop Steward education.
4. Adds Subsection 1.5 clarifying City contract work.
5. Subsection 6.1 - Increases clothing allowance to \$350/year per employee.
6. Subsection 6.4 - Increases cleaning allowance for code enforcement officer to \$125/year.
7. Amends Subsection 7.5.1 to add clarification for standby and call out..
8. Amends Article 9 to provide additional sick leave benefit at retirement matching what the Police Guild currently has.

9. Amends Article 10 to add Family and Medical Leave language matching the language in the City's Personnel Policy and Procedures Manual.
10. Amends Article 14 to clarify the mandated change to the AWC Healthfirst 250 Plan, and reduces the employee contribution from 11.4% of the premium amount to 10% and providing an annual \$1,200/employee HRA contribution to mitigate for the loss in benefits from the plan change.
11. Adds Subsection 19.3 related to City providing space for Union Bulletin Boards.
12. Deletes Subsection 26.2 related to previous reopener language.
13. Appendix A.1 & B.9 –
  - Wages - 3.0% increase in 2018; and
  - Adds new salary line and moves utility workers assigned to the WWTP to a new position category of WWTP Operator with a comparative survey based pay adjustment of 4% over that of a utility worker.
14. Appendix A.1.1 & B.9.1 – Wage increase of 3.25% increase in 2019.
15. Appendix A.1.2 & B.9.2 – Wage increase of 3.0% increase in 2020.
16. Appendix A.2 – increases longevity pay by \$5/interval.
17. Appendix A.6 – clarifying the Cost to Maintain Skills and City responsibility.
18. Appendix A.6.1 – adds new section clarifying employee travel for training.
19. Appendix A.7 – adds new section specifying City pay periods.
20. Appendix A.8 – adds new section allowing covered employee's voluntary participation in Union's 401k Plan.
21. Appendix B.7 – adds new apprentice training program requirements for the Street/Stormwater position.



# International Union of Operating Engineers

LOCAL 286

18 "E" Street S.W.  
Auburn, WA 98001

AFL -CIO



(253) 351-9095  
Fax (253) 351-8603



RECEIVED

APR 17 2018

RICHARD SPENCER  
Business Manager &  
Financial Secretary

JEFF ALEXANDER  
President

DANE RAWLINS  
Vice President

MARGARET ENGLUND  
Treasurer

JEFF FRAZIER  
Recording-Corresponding  
Secretary

April 12, 2018

Mayor Pat Johnson  
City of Buckley  
PO Box 1960  
Buckley, WA 98321

Dear Mayor Johnson:

This letter is notification that the members of the International Union of Operating Engineers, Local No. 286, employed by the City of Buckley, ratified the tentative agreement on April 12, 2018.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Jeff Frazier  
General Counsel

JF/pmw  
Opeiu8 – afl/cio

# A G R E E M E N T

by and between

CITY OF BUCKLEY

and

INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL NO. 286

Representing the Public Works Employees

January 1, 201~~86~~ through December 31, 20~~2017~~

COLLECTIVE BARGAINING AGREEMENT

By and Between

CITY OF BUCKLEY

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL NO. 286

(Representing the Public Works Employees)

January 1, 201~~86~~ through December 31, 20~~2017~~

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A G R E E M E N T  
By and Between  
CITY OF BUCKLEY  
and  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 286

January 1, 201~~86~~ through December 31, 20~~17~~

**PREAMBLE**

THIS AMENDED AGREEMENT is made and entered into between the CITY OF BUCKLEY ("Employer"), and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 286 ("Union").

**ARTICLE 1 UNION RECOGNITION**

- 1.1 The Employer recognizes the Union as the exclusive bargaining agent in all matters relating to wages, hours and conditions of employment for all permanent Utility Department employees in the Public Works Department, and the office clerical staff employees at City Hall, except the Public Works Director, Public Works Utility Superintendent, City Clerk and Finance Director. Also covered under the terms of this Agreement is the Utility Maintenance Apprentice position(s) which are designed as training program(s) as specified in Appendix B of this Agreement. Excluded are temporary, casual, on-call employees, seasonal employees working less than seven (7) months and senior aides.
- 1.2 All collective bargaining with respect to wages, hours, working conditions, benefits, and other conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer. Agreement reached between the two parties to the Agreement shall become effective only when signed by the designated representatives of the Union and the Mayor, with consent of the City Council.
- 1.3 Except as provided in Article 1.1, the Employer agrees that it shall not employ more than four (4) part-time and/or seasonal employees working more than 80 hours per month each. Employees not excluded under Article 1.1 and working more than 80 hours per month, over four (4) consecutive months, shall be included in the bargaining unit. The Employer and the Union agree to meet and negotiate wage rate and placement for any new job classification.

1.4 **Shop Steward Education.** The parties to this agreement recognize the value to the Union and the Employer of having trained shop stewards. Therefore, the Employer agrees to provide, upon request of the Union, one (1) paid day per year, for two (2) shop stewards to attend a Union Education Conference or Shop Steward Training. The Union must notify the Employer in advance of the conference or training. The Employer may adjust the shop steward's work week to allow for attendance of the conference or training. For example, where the shop steward normally works Monday through Thursday and the shop steward training is scheduled for Saturday, the Employer may adjust the shop steward's work week to Monday through Wednesday and Saturday.

1.5 **Contracting Out Work.** The City shall not contract out work historically performed by the bargaining unit, unless the city does not have the manpower or the equipment to perform the work and the amount of work subcontracting does, not to exceed an FTE. Subcontracting shall not result in layoffs or reduction in hours.

## **ARTICLE 2 MEMBERSHIP**

2.1 All present employees covered by this Agreement shall, as a condition of employment, remain members of the Union in good standing. All future employees in the bargaining unit shall be required to become and remain union members thirty-one (31) calendar days after being employed. Employees who fail to comply with this requirement shall be suspended by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union. In the event an employee has a bona fide religious objection to the payment of fees and dues necessary for the Union membership he/she may comply with RCW 41.56.122.

## **ARTICLE 3 PROBATION PERIOD**

3.1 A new employee shall serve a probationary period during which time he/she shall have no seniority rights. Upon successful completion of the probationary period the employee shall be classified as a regular employee and shall be credited for all seniority acquired during the probationary period.

3.2 The probationary period shall be limited to one (1) year for all lead and supervisory employees and six (6) months for all others. After that time an employee shall be made permanent or terminated.

In the event that the employee is ill, disabled, on maternity leave or otherwise unable to perform his/her duties for a significant period of time during the probation period, the probationary period of one year may be extended by the length of time which an employee is absent from work. A significant absence shall be any absence in excess of 20 calendar days during the year.

## **ARTICLE 4 PROMOTION/LAYOFF/RECALL/TRANSFERS**

4.1 **Seniority** — Effective January 1, 2015, seniority shall be measured by continuous service of the employee with the Bargaining Unit. No employee shall have his/her seniority established prior to completing six (6) months of continuous employment with the Employer. Upon completion of the probationary period, the employee shall be credited for all seniority acquired during the probationary period. The employee's earned seniority shall not be lost because of absence due to illness or injury or authorized leave of absence. The seniority list shall be brought up to date each year on or about January 1, and posted in the Maintenance Shop by the City Clerk.

- 4.2 **Job Openings** — When a position is open in the bargaining unit, notice of the opening shall be posted for five (5) consecutive work days so that interested employees may submit a written bid for the position.
- 4.3 **Promotions** — Promotions to a higher job classification shall be according to seniority and ability, work record and merit. It shall be the policy of the Employer to promote to supervisory positions, insofar as possible, from the ranks of the employees.
- 4.4 **Layoff** — When it is necessary to reduce the work force, employees shall be laid off from the bottom of the seniority list. Consideration may be given to individuals with specialized skills. This consideration shall be discussed between the Union and the Employer as to whether the work performed by this employee could be adequately performed by an employee of longer service. Temporary, seasonal and part-time employees will be laid off prior to any regular full-time employees.
- 4.5 **Recall from Layoff** — A regular employee shall be placed on the layoff list for a period of one year. If, at the end of this period, he/she has not been called back to work, his/her name shall be dropped from the list. In recalling a person back to work after a layoff, the last person laid off shall be the first person called back. In calling an employee back to work from the layoff list, the Employer shall send notice to the employee by certified mail at his/her last known address. The Employer may also contact the employee by telephone, but shall also send notification by certified mail. If a person does not reply to these notices within five (5) working days of delivery by reporting for work or presenting a reasonable explanation, he/she shall be dropped from the layoff list.
- 4.6 **Transfers** - full-time employees who have met the probationary requirements of this agreement may bid for a vacant position covered by this agreement subject to the following terms and conditions;
- 4.6.1 Selection of a transferee to a position classification shall be according to seniority and ability, work record and merit.
- 4.6.2 An existing journey level employee who has completed and currently maintains all of the certifications/training required for another position may apply for transfer into another journey level position with the consent of the city subject to the selection criteria in section 4.6.1. An employee selected for transfer pursuant to this section will continue to receive salary and benefits at his/her current level, but will be required to serve a 6 month probationary period to adequately demonstrate their ability to perform the job duties of the new position classification.
- 4.6.3 An existing employee who has met the probationary requirements of the position classification currently assigned, but who has not completed or obtained all of the certifications/training required for another position may apply for transfer into a vacant position as an apprentice under the terms of Appendix B to include pay, probationary status and termination. Upon successful completion of the certification/training requirements of the new position classification transferred employees shall be eligible for re-instatement back to the pay level that they were at prior to accepting transfer to a new position classification. The employee shall not be eligible for reimbursement of any pay and/or benefits surrendered during participation in an apprentice program.

- 4.6.4 Transferred employee(s) who fail to perform satisfactorily or complete the certification/training requirements of the apprenticeship program may be transferred back to his/her pre-transfer position, provided a vacancy exists. If a vacancy does not exist in the pre-transfer position, the employee may be separated from employment.
- 4.6.5 All new applicants hired by the City to a vacant position within the Public Works Department, who do not have all of the required certifications for the position, shall automatically be assigned to and be required to complete an apprenticeship under the terms of Appendix B.

## **ARTICLE 5 GRIEVANCE PROCEDURE**

- 5.1 **Grievance Defined** — A grievance is defined as any dispute concerning the interpretation or application of an express provision of this Agreement.
- 5.1.1 *Step A* — Within thirty (30) calendar days of the grievance, the grievance shall be presented by the employee to his/her immediate supervisor. If the employee desires, he/she may be represented by the shop steward. The supervisor will respond to the employee on his/her grievance within ten (10) calendar days.
- 5.1.2 *Step B* — If the grievance cannot be settled in Step A, then the employee may have the grievance presented by the Union representative to the Immediate Supervisor and/or Department Superintendent within fifteen (15) calendar days of the response in Step A. It shall be reduced to writing for such purpose, indicating the section of the Agreement allegedly violated, the facts of the case, and the remedy requested. The Superintendent will meet with the Union representative to discuss the grievance and respond to the grievance within fifteen (15) calendar days of the receipt of the written grievance in Step B.
- 5.1.3 *Step C* - If no settlement is reached after Steps A and B, the grievance shall be presented in writing for consideration within fifteen (15) calendar days at a meeting between the Employer and the Union representative. If the Employer and the Union are unable to resolve the grievance, an arbitrator may be requested from the Public Employment Relations Commission. The arbitrator shall render his/her decision within thirty (30) calendar days of the final day of the arbitration hearing, and the arbitrator's decision shall be final and binding upon both parties. There shall be no cessation of work pending such decision.
- 5.1.4 *Step D* — Any settlement arrived at pursuant to Step C shall be reduced to writing and, after acceptance, copies shall be provided for the Union representative, the Department Superintendent, and the employee involved. The time limits specified within this grievance procedure may be extended by written mutual agreement of the Employer and the Union. Should the employee fail to meet specific time limits, the grievance shall be deemed abandoned, waived and released. Should the Employer fail to meet a specific time limit, as provided in this grievance procedure, without mutual agreement to extend such time limit, the grievance shall automatically move to the next step.

## **ARTICLE 6 CLOTHING AND EQUIPMENT**

- 6.1 The Employer shall provide an allowance of ~~\$300~~-350 per year per Utility Department employee for protective clothing and accessories. Employees are required to select clothing and accessories from an approved list and the City will be invoiced for the purchase up to the maximum amount per year or the employee may apply for reimbursement of out-of-pocket expenses for an item on the list. The clothing

allowance shall be available in January of each calendar year for the employee's use.

- 6.2 Employee eligibility for this Utility Department clothing allowance requires that the employee wear a uniform shirt of an approved style with the City's insignia and employee's name. The City agrees to purchase six shirts for each newly hired employee. After this initial issue all uniform shirts shall be replaced by the City on an "as needed" basis. Employees shall be required to return worn and/or damaged shirts to the City for exchange on a one to one basis not to exceed five in any calendar year.
- 6.3 Employees hired to the code enforcement position to which this Agreement applies shall be issued two (2) complete uniforms at the time of hire. After this initial issue all uniforms shall be replaced by the City on an "as needed" basis. Employees shall be required to return worn and/or damaged uniforms or parts thereof to the City for exchange on a one to one basis not to exceed two in any calendar year. All uniforms shall be and remain City properties and shall be returned upon employment termination.
- 6.4 Cleaning Allowance –employees hired to the code enforcement position covered by this agreement hired prior to June 1, of any contract year shall receive ~~seventy five dollars (\$75.00)~~ one hundred and twenty-five (\$125.00) each year to defray the expense of cleaning the uniforms.

## **ARTICLE 7 HOURS OF WORK AND OVERTIME**

- 7.1 **Work Week Defined** — The normal work week shall consist of four (4) consecutive days Monday-Thursday, or Tuesday-Friday followed by three (3) consecutive days off Friday-Sunday or Saturday – Monday, except for the Parks Maintenance Assistant position which may be assigned a schedule of Wednesday-Saturday or Sunday-Wednesday for custodial purposes. All hours required by the Employer to be worked in excess of ten (10) hours per day, forty (40) hours per week shall be overtime and paid at one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay with the exception of Sundays which shall be considered as premium and paid at a rate of two (2) times the employee's regular straight time hourly rate of pay and Holidays which shall be paid at a rate of two and one-half times the employee's regular straight time hourly rate of pay for the actual time worked. Employees assigned to alternate shifts pursuant to Section 7.3 shall not be subject to the Sunday premium pay provision. Sick leave, vacations and holidays shall be counted as time worked for the purpose of computing overtime.
- 7.2 **Meal Period** — Employees requested to work overtime immediately following their normal work day shall receive a hot meal after working a minimum of two (2) hours. The maximum per person will be \$12.00 per meal.
- 7.3 **Alternate Work Schedules and Utility Department — Seasonal Hours**

Nothing in this Agreement shall preclude the Public Works ~~Director~~ Utility Superintendent and the employee(s) from mutually agreeing to alternate work schedules, or times as specified below.

**Work Schedules.** The normal work schedule of the City is the Four/Forty Schedule. Depending on the needs of the City and the interests of the employees, employees may be authorized to work one of the schedules listed below:

1. **Five/Eight (5/8) Schedule.** Eight hours per day, five days per week. Generally, employees will be assigned to work either 8:30 a.m. to 5:00 p.m. with a ½ hour unpaid lunch period, or 8:00 a.m. to 5:00 p.m., with a 1 hour unpaid lunch period.

2. **Four/forty (4/40) Schedule.** Under this schedule, employees work four 10-hour days. The fifth day is a day off. Generally the schedule will be Monday-Thursday, or Tuesday-Friday, but may be varied depending on the needs of the City. Generally, employees will be assigned to work 7:00 a.m. to 5:30 p.m. with a ½ hour unpaid lunch period, or 6:30 a.m. to 5:00 p.m. with a ½ hour unpaid lunch period.

3. **Nine/eighty (9/80) Schedule.** This schedule allows employees to work their usual number of hours in a 2 week period (80 hours in 9 days). The tenth day is off. Generally, employees will be assigned to work four (4) nine (9) hour days during a seven (7) day period and four (4) nine (9) hour days and an eight (8) hour day for the adjoining seven (7) day period. Normal working hours are either 7:30 a.m. to 5:00 p.m. with a ½ hour unpaid lunch period, 8:30 a.m. to 6:00 p.m. with a ½ hour unpaid lunch period, 7:00 a.m. to 5:00 p.m., with a 1 hour unpaid lunch period, or 8:00 a.m. to 6:00 p.m., with a 1 hour unpaid lunch period. This schedule normally provides every other Friday off. To earn the 10<sup>th</sup> day off, employees work nine-hour days Monday through Thursday, giving them 36 hours. Then on Friday, they work a regular eight-hour day, four hours of which count for the first week and the other four for the next week. On the second week, they again work Monday through Thursday for nine hours each day, giving them 80 hours for the two weeks, and the 10<sup>th</sup> day (Friday) off.

a) 9/80 Work Schedule Explanation. Consideration of the option for an employee to operate under a 9/80 work schedule shall be subject to the discretion of the Mayor. For clarification purposes a 9/80 work schedule as referred to in this document is a work schedule covering a 14-day work cycle period in which an employee is assigned to work four (4) nine (9) hour days during a seven (7) day period and four (4) nine (9) hour days and an eight (8) hour day for the adjoining seven (7) day period.

Shifts will be scheduled with starting and stopping times as directed by the Mayor. Only those employees authorized by the Mayor will be able to participate in the 9/80 work schedule. The City reserves the right to schedule personnel on or off of the 9/80 work schedule as necessary. Should any employee on the 9/80 plan become ill or injured requiring time off from the job or modified job duties, that employee may be assigned to a five (5) day, forty (40) hour work week.

In compliance with Fair Labor Standards Act (FLSA), the City will establish a new work period for employees participating in the 9/80 work schedule. For the purposes of FLSA compliance, the work week is defined as beginning at the mid-point of the eight (8) hour day during the first seven (7) day work period, whether Friday or Monday. The second seven (7) day work period begins at the mid-point of the scheduled day off, whether Friday or Monday.

The purpose of defining the workweek as beginning in the middle of an 8-hour shift is to allocate hours so that the employee is not working more than 40 hours per workweek, and thus, is not accruing an entitlement to overtime pay for hours worked in excess of 40 hours per week. The employee will be required to acknowledge that he or she understands this allocation of hours, and that no overtime hours will be accrued, before being allowed to work this shift

4. **Accruing and Using Sick Leave, Vacation Leave and Holiday Pay While On An Alternative**

**Work Schedule.**

a) Sick leave and vacation leave will continue to accrue at the regular rate. When an employee takes a full day of sick or vacation leave, the time charged will be equivalent to the full number of hours the employee was scheduled to work. This compensates for actual time absent for regularly scheduled work hours. For example, an employee accruing eight (8) hours per month in sick leave is absent for a full day that he/she is scheduled to work ten (10) hours. The time charged for sick leave would be ten (10) hours.

b) When a paid holiday falls on an employee's regularly scheduled work day, the employee will be paid ten (10) hours of holiday pay.

c) When a paid holiday falls on an employee's regular day off, the employee will be credited with ten (10) hours of holiday pay which may be used at a later date. Any accrued paid holiday hours must be utilized in the calendar year in which they have been earned. Accrued holiday hours not used by December 31st of each year will be lost to the employee; however accrued holiday hours earned in November or December of each calendar year may be carried over into the following year, but must be used by March 31 of that following year.

5. **Lunch and Break Periods.** The current practice of two (2) fifteen (15) minute paid breaks and one-half (1/2) hour unpaid lunch period shall remain in effect.

6. **Limitations.** The union and employee's agree that service under any alternate schedule will not result in the employee's entitlement to overtime pay on account of working this schedule. If an employee works more than 9 hours a day under a 9/80 schedule or 10 hours under a 4/10 schedule overtime rules shall apply.

7. **Modifications.** Modifications in shifts are made at the sole discretion of the Mayor and should the 9/80 or 4/40 prove to be financially or otherwise unfeasible or not the most efficient means of service delivery, the City reserves the right to immediately cancel the 9/80 or 4/40, upon notifying the employee of such ~~an~~ intent.

7.3.1 **Alternate Work Schedules for Clerical Staff** – The clerical staff may elect to modify their schedule according to the alternate work schedule as agreed upon between the City and the employee, and must be for a period of six (6) months or longer.

7.4 These hours may be modified for specific jobs which may be necessary outside these times, such as street sweeping. This provision shall not be used to circumvent the overtime provisions of this article.

7.5 **Callback** — Insofar as possible, regular shift shall be maintained. However, when an employee is called in for emergency work during off hours and after leaving his/her regular place of work, he/she shall receive not less than three (3) hours pay at the employee's regular straight time hourly rate of pay plus the appropriate pay for all other time worked beyond the minimum of two (2) hours.

7.5.1 **Standby/On call** — ~~While on Standby duty the designated employee will be required to carry a City issued pager or cell phone and be required to respond to any and/or all callouts during their assigned period.~~

~~Qualified individual employees are designated as standby for callback on a rotating basis for those non-working hours beyond their normal shift including weekends. Standby employees must return to the workplace (if the situation requires) within 30-40 minutes of being contacted by pager or telephone and be physically and/or mentally capable to perform their job. During standby duty the employee will receive standby pay of \$2.00/hr for all non working hours and callback pay pursuant to Section 7.5 of the Collective Bargaining Agreement for any period for which the employee reports back to the City in response to a callout. Rotation schedules shall be developed and maintained by department supervisors.~~

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During standby duty the standby supervisor and standby employee will receive standby pay of \$2.00/hr for all non-working hours and callback pay pursuant to section 7.5 of the Collective Bargaining Agreement for any period for which the employee reports back to the City in response to a callout.

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While on standby duty, the designated supervisor will carry a City issued cell phone and be required to dispatch any and/or all callouts during their assigned period. The standby supervisors will consist of the Public Works and WWTP supervisors. Designated supervisor will dispatch after hour calls as follows:

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**Monday-Thursday (Non-Working Hours)** – After hour calls during the week will be dispatched by the on-call supervisor from the top of a rotating list. The Public Works Superintendent based on seniority will develop the list. The employee with the most seniority will start at the top of the list and the employee with the least seniority at the bottom. After the on-call supervisor has attempted and/or contacted the employee at the top of the list, the employee has the option to respond or defer the overtime to the next employee on the list, either way the employee called then rotates to the bottom of the list and the next employee rotates to the top of the list. The on-call supervisor will maintain rotating list.

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**Weekends-** Qualified individual employees are designated as standby for callback on a rotating basis for the non-working hours between 5:00pm Thursday- 6:30am Monday. While on standby duty, the employee will be required to carry a city issued pager and be required to respond to any and/or all callouts dispatched by the designated supervisor. Standby employees must return to the work place as immediately as possible, but no more than 60 minutes of being contacted by a supervisor and be physically and/or mentally capable to perform their job

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**Weekend Standby/On-Call Schedule-** will be developed by the Public Works Superintendent by November 1<sup>st</sup> of each year. Once developed, the schedule will be distributed to all on-call employees. At this time, employees will have seven working days to trade scheduled standby weekends with other employees, after the allotted time for trading is over, the Public Works Superintendent will make the schedule permanent for the following year. Additional trading will only be allowed with the approval of the Public Works Supervisor and/or Public Works Superintendent and will not exceed more than two times per year.

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**Weekend Standby/On-Call** employees will usually consist of all Public Works employees, with the exception of WWTP employees.

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WWTP employees will follow their own Standby/On-Call schedule that will be maintained by the WWTP Supervisor unless, mutually agreed upon by the Public Works Superintendent and the WWTP employee to be an alternate and/or a substitute for the Public Works Department.

In the event that either section needs an alternate standby employee, and the alternate employee chosen is currently on-call for both sections at the same time, then employee may receive standby pay of \$4.00 per hour for all non-working hours.

If the designated standby employee becomes ill and is unable to perform his/her duties, it is the responsibility of the Public Works Superintendent and/or Public Works Supervisor to find a replacement. The employee may be asked to provide a doctor's note at the time of notifying the supervisor of his/her ability to provide standby services.

**Specialized Callouts-** In the event that a specialized certification is needed to respond to a certain callout, supervisors would not be required to dispatch from the top of the rotating call out list, but from the list of employees that hold the special certification.

**Qualified Individual Employee;** any employee the Public Works Superintendent deems capable of responding to emergencies.

7.6 **Overtime** — Overtime work shall be divided equally when possible.

7.6.1 Compensatory time at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay for overtime worked may be granted in lieu of pay if requested by the employee and agreed to by the Employer.

Compensatory time may be accrued to a maximum of eighty (80) hours. Compensatory time in excess of eighty (80) hours will be paid as overtime within the same period that the eighty (80) hour limit has been exceeded. Employees should be encouraged to use compensatory time accrued within ninety (90) days of earning it whenever possible. Upon termination, unused compensatory time will be paid at the current rate on the final paycheck.

## **ARTICLE 8 HOLIDAYS**

8.1 The Employer shall recognize the days listed below as paid holidays, provided the employee worked his/her regularly scheduled work day before and regularly scheduled work day after the holidays, unless on paid sick leave or vacation. A doctor's certificate may be required at the discretion of the Employer for sick leave taken the day before or the day after a paid holiday, verifying the illness of the employee, provided that the request of a doctor's certificate be made at the time the employee requests sick leave.

Holidays shall be:

New Year's Day	Martin Luther Kings Birthday
President's Birthday	Federal Memorial Day
Independence Day	Labor Day
Federal Veteran's Day	Thanksgiving Day
Day after Thanksgiving Day	Christmas

Two (2) floating days to be specifically and mutually agreed to between each employee and the Employer.

- 8.1.1 If a paid holiday falls on Saturday, the preceding Friday shall be observed as the holiday and, if the paid holiday falls on Sunday, the Monday following shall be observed as the holiday, unless otherwise mutually agreed to by the Employer and the employees.
- 8.2 Holiday time off begins at the close of the work day preceding the holiday and ends at the starting time of the work day following a holiday.
- 8.3 All work performed on these holidays shall be paid at one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay plus the normal holiday pay. Payment of time and one half for holiday work shall not be used to offset the overtime within the work week.

**ARTICLE 9 SICK LEAVE**

- 9.1 Sick Leave for regular full-time employees shall accrue at the rate of one working day for each calendar month of service to a total of one thousand seven hundred sixty (1,760) hours. When an employee is absent due to illness or injury, he/she must report sick leave to his/her supervisor as soon as possible, but not later than 15 minutes prior to the start of his/her regularly scheduled shift except for emergency. If notice is not so given, the Employer may take the appropriate disciplinary action. The Employer may require a doctor's certificate for any sick leave taken, provided that the request of a doctor's certificate be made at the time the employee requests sick-leave.

If in event of conflict between any provision of this Article and the provisions of I-1433 and the law requires that the provision of I-1433 prevail the conflicting provision in I-1433 will supersede the language of the contract. Otherwise the provisions of this Article prevail.

Reopener: After one year from the effective date of this agreement either party may request bargaining limited to issues of conflict between the provisions of Article 9 – Sick Leave and I-1433. Rates of accrual, cash out, hourly rate of sick leave pay and other economic issues are not included within this reopener provision.

- 9.2 Upon retirement from the City unused sick leave shall be paid to the employee as a lump sum payment according to the table in 9.2.1 below.

~~Upon retirement in a recognized retirement system, an employee shall receive pay at his/her regular wage rate for 25% of unused accumulated sick leave as severance pay; provided, however, upon termination from City employment for any reason other than for cause, twenty five percent (25) of unused sick leave shall be paid to an employee with five years or more of city employment.~~ Employees shall be eligible for this benefit as a result of retirement, voluntary separation or involuntary layoff but shall not be eligible if terminated for cause. Compensation shall be based upon the employee's salary at the time of separation. Moneys received under this section shall not be included for the purpose of computing a retirement allowance under any public retirement system in this state. Every three (3) months a list shall be posted of all sick leave earned.

- 9.2.1 Subject to the provisions in 9.2 above, upon retirement from the City unused sick leave shall be paid to the retiring employee as a lump sum payment according to the schedule in Table 9.2A below.

Accrued Sick Leave Payout for Retirement Purposes		
Accrued Hours	Lump Sum Payment	COBRA or HRA Account
0 – 750 hours	25%	35%
751 – 1760 hours	50%	60%

The retiring employee may elect to have the value of the sick leave compensation remain on account with the City to be used towards the payment of monthly medical/dental premiums that result from continued enrollment with the City’s insurer through COBRA, or some other eligible plan. Under this option the City shall increase the amount of compensation for sick leave payment according to the schedule in Table 9.2A above.

- 9.3 When an employee is receiving industrial insurance compensation, the Employer shall continue to pay the employee's regular salary from the employee's accumulated sick leave, provided the employee shall reimburse the Employer the amount of such industrial insurance compensation immediately upon receipt by the employee. The employee will continue to receive all benefits addressed in this Agreement while receiving industrial insurance compensation until such time as all sick leave benefits have been exhausted. The employee will retain the right to self-pay medical and dental insurance premiums at the group rate to the Employer while on industrial insurance compensation.
- 9.4 Sick leave may be used for any of the following reasons and purposes:
- (a) Personal illness or incapacity of the employee
  - (b) Forced quarantine of the employee by a public health official
  - (c) As set forth in RCW 49.12.270, family leave
  - (d) Preventative health care of the employee
  - (e) An illness, injury or preventative health care of an immediate member of the employee's family which requires the employee's attendance subject to the City's Personnel Policy & Procedures Manual

**ARTICLE 10 FAMILY ILLNESS OR BEREAVEMENT LEAVE**

- 10.1 Family illness or bereavement leave shall be granted up to a maximum of five (5) days leave with pay per work year for family illness and five (5) days per occurrence for bereavement leave. This section applies when absence from work is required because of serious illness or death of a member of the immediate family. Serious illness is defined pursuant to Section 6.09.02 (c) of the City Personnel Policy and Procedure Manual and immediate family of the employee is defined pursuant to Section 2.24 of the City Personnel Policy and Procedure Manual. Family illness and bereavement leave shall be non-accumulative.
- 10.2 **Extended Travel:** An employee may request two (2) additional days leave for extended travel in conjunction with family illness and bereavement leave if extended travel is required. This request must be approved by the employee's Superintendent and will be charged to: (a) sick leave, if any accrued; or in its absence, (b) vacation leave if accrued; otherwise (c) leave without pay.

**10.3 Family and Medical Leave.**

Eligibility for Leave: Any employee who has been employed for at least twelve (12) months by the city and has worked for at least 1250 hours during the previous twelve (12) months, shall be granted upon request up to twelve

- (12) weeks of unpaid leave in a twelve (12) month period to care for:
- (a) A newborn child, newly adopted child, newly placed foster child;
  - (b) A spouse, child or parent with a serious health condition; or
  - (c) A personal, serious health condition that leaves the employee unable to perform the essential functions of his/her job.

If both spouses are city employees, the city reserves the right to restrict family and medical leave to a total of up to twelve (12) work weeks of unpaid leave in a twelve (12) month period for the birth or adoption of a child or to care for a parent with a serious health condition. The city may opt to limit the use of the family and medical leave to one spouse at a time.

Part-time, regular status employees shall receive family leave on a pro rata basis. If the number of working hours varies, the average hours over the course of the past 12 months prior to the family medical leave period shall be utilized as the basis for calculation of the employee's normal work week.

Family and medical leave taken to care for a newborn or newly adopted child must be completed within twelve (12) months of the child's birth or placement for adoption. This leave is in addition to maternity disability leave as provided above in Section 6.08 of the City's Personnel Policy, which is allowed for the actual period of the disability associated with pregnancy or childbirth.

**ARTICLE 11 VACATION**

11.1 Vacation for full-time employees shall be credited as follows and may be used as accumulated, subject to the provisions set forth in subsequent sections of this Article. Fractions of vacation days accumulated shall not be taken, but will be carried forward.

Years of Service	Monthly Accrual	Total Annual
0 to 12 months	1 day	12 days
1 year	1 day	12 days
2 years	1.08 days	13 days
3 years	1.17 days	14 days
4 years	1.17 days	14 days
5 years	1.25 days	15 days
6 years	1.25 days	15 days
7 years	1.33 days	16 days
8 years	1.33 days	16 days
9 years	1.5 days	18 days
10 years	1.5 days	18 days
11 years	1.58 days	19 days
12 years	1.58 days	19 days
13 years	1.67 days	20 days
14 years	1.67 days	20 days
15 years	1.83 days	22 days
20 years	2.08 days	25 days

11.2 New employees shall serve a six (6) month probation period during which time they will not be eligible to take earned vacation. Upon successful completion of the probation period, the employee will be credited

with vacation on the pro-rated basis of one (1) day of vacation per month of service from the date of employment.

- 11.3 Permanent part-time employees will receive vacation pro-rated according to the number of hours worked in the regular work day.
- 11.4 Days worked and days for which pay is received by reason of sick leave, family illness, bereavement leave, industrial insurance compensation, paid vacation time or holidays shall be counted in computing vacations.
- 11.5 If a holiday occurs during an employee's scheduled vacation, the day that the employee is absent shall be charged as a holiday and not as vacation time.
- 11.6 Vacations will be scheduled at the request of the employees by seniority, unless such vacation time would disrupt the normal operation of the Employer. Seniority vacation requests must be in by March 31. Seniority vacation shall be for one time only each year.
- 11.7 After an employee has been assigned a date for his/her vacation period, such date shall not be arbitrarily changed without notice and a mutual agreement between the employee and his/her superintendent; provided, however, in the event that if no employee available has the skills to provide emergency services, the City may then cancel previously scheduled vacations without the consent of the affected employee.
- 11.8 Vacation time is based on 8 hour increments and may be accrued only to a maximum of 280 hours (28 days), except under unusual circumstances and with approval of the department manager and the City Administrator. Any unapproved accrual beyond the 280 hour limit will be forfeited by the employee December 31 of each calendar year.
- 11.9 Employees may elect to take a portion of their annual carryover balance of vacation time in cash as opposed to taking the time off. The Salary Schedule will be used to determine the hourly rate of when the time was earned and the employee will be paid that equivalent in cash. The employee may exercise the option to buy back vacation hours up to two times in each calendar year. The employee may elect to buy back up to forty (40) hours in June and forty (40) hours in December or the full eighty (80) hours in December. The decision to exercise the option must be made and submitted to the Finance Director prior to May 30 for a June buy back or November 30 for a December buy back. The buy/back payment(s), if chosen, will occur in June and/or December of the year in which the request is submitted. The maximum hours that may be exercised for vacation buy-back is eighty (80) hours in any calendar year, on an hour for hour basis.

## **ARTICLE 12 LEAVE OF ABSENCE**

- 12.1 An employee may apply for a leave of absence from the Employer through the Mayor's office. Leave of absence will be granted at the sole discretion of the Mayor.
- 12.2 **Military Leave** — The employees will return to employment without loss of seniority, except temporary employees, in compliance with the Universal Military Training and Service Act, who have entered the armed forces of the United States and have satisfactorily completed their period of training and service under the various regulations governing said service and:

(A) are honorably discharged from such services; and

(B) are still qualified to perform duties of their respective positions; and

(C) subsequent to the date of this agreement, but within ninety days (90) after they are relieved of such service or from hospitalization continuing after discharge for a period of not more than one year, apply to the City of Buckley in writing for reemployment, unless it is mutually agreed to extend the time between their discharge and starting to work for the City of Buckley.

12.3 All employees filling vacancies caused by the induction into the services as outlined above will recognize the seniority of those returning from service and accept such changes in jobs as are necessary as a result of such reinstatement of employees returning from such service.

12.4 Employees of the City of Buckley who are members of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States, shall be entitled to and shall be granted military leave of absence from employment for such a period not exceeding fifteen (15) days during each calendar year. Such leave shall be granted in order that the person may take part in active training duty in such manner and at such time as he/she may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive from the City of Buckley his/her normal pay. Should state or federal law change during the life of this Agreement, the Employer shall comply such changes.

### **ARTICLE 13 JURY DUTY**

13.1 Employees who are called for service on a Superior Court or Federal District jury, or who are subpoenaed as a witness for court, shall be excused from work for the days on which they serve and shall be paid their regular wage amount for such excused time; provided that the employee shall reimburse the City the amount of fees received from such excused duty immediately upon receipt of said fees, exclusive of travel allowance. An employee called for jury duty who is temporarily excused from attendance at Court must report to his/her place of work at least one-half of his/her normal work day. In order to be eligible for payment of regular wages under this section, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury duty pay received. Should state or federal law change during the life of this Agreement, the Employer shall comply such changes.

### **ARTICLE 14 GROUP MEDICAL AND DENTAL COVERAGE**

14.1 Effective January 1, 201~~8~~ the Employer shall pay the cost of premiums, less those employee contribution amounts listed in Section 14.1.1, to maintain the Association of Washington Cities Employee Benefit Trust, "Health First 250" Plan (hereafter "AWC HFP-250") for the employee, spouse and dependents.

14.1.1 Beginning ~~July~~ January 1, 201~~8~~ employees shall begin contributing ~~11.4%~~ 10.0% of the cost of the City's sponsored healthcare coverage premiums for the employee and eligible dependents (i.e. spouses or children) through payroll withdrawal to maintain current levels of healthcare coverage. All insurance premiums will be subject to applicable payroll taxes as required by the Internal Revenue Service.

The City will not provide duplication of health care coverage to an employee who is married to another employee of the City. One spouse may be named as the policy holder and the other as a covered spouse; OR each may be a policy holder, but in that case neither may be listed as a covered spouse. Their children may be listed as covered dependents on one policy or the other, but not on both.

14.2 It is agreed that the following employees are not subject to participation or coverage in any group insurance plan, including dental: temporary, casual, on call, seasonal employees working less than seven (7) months, and senior aides.

14.3 Health Retirement Account (HRA) Contribution – Beginning January 1, 2018 the City will activate a Health Reimbursement Account (HRA) for eligible employees. The City will provide annual contributions to each employee’s HRA account according the schedule in the Table below:

<u>HRA Contribution</u>	<u>City Contribution Amount/Employee</u>
<u>Employee</u>	<u>\$1,200</u>

HRA accounts are being established for each eligible employee to assist with additional out-of-pocket expenses resulting from the change on AWC healthcare benefits taking place January 1, 2018. Therefore contributions to an employee’s HRA account are not eligible for any type of payment under the City’s Health Insurance Opt-Out Program in Section 6.21 of the City Personnel Policies and Procedures Manual. Employees who elect to opt out of dependent(s) coverage under Section 6.21 will “only” be able to receive a cash payment equal to fifty percent (50%) of the premium amount, but no portion of HRA amount.

14.4 **Wellness Program Participation Incentive** - Beginning January 1, 2018~~2~~ employees voluntarily participating in the City's Wellness Program, as defined in section 19.6.1 below, shall be eligible to receive an annual Wellness Incentive bonus of one percent (1.0%) of the total annual premium amount paid on behalf of the employee and/or employees enrolled dependents to the employee in a lump sum in December of each year, if the City qualifies as a Well City for the participating year.

14.4.1 **Wellness Program Participation** - Participation for purposes of determining eligibility for incentives is defined as completing all of the following on an annual basis;

(a) Complete an annual health screening that may include;

- Blood Pressure Screening
- BMI / Body Composition Screenings
- Hearing Screening
- Vision Testing
- Cholesterol Screening / Lipid Profile Screenings
- Glucose Tests
- Bone Density Tests
- Onsite Mammograms
- Immunizations and Flu Shots

(b) Complete an annual dental check-up at a licensed service provider; and

- (c) Annually participate in a minimum of two City sponsored Wellness events; and
- (d) Complete and record 90 minutes of eligible Wellness Activities every week and submit form to the City's Wellness Coordinator on a monthly basis.

14.4.2 **Voluntary Participation** - Participation in the Wellness Program is strictly voluntary.

**ARTICLE 15 DISCRIMINATION**

- 15.1 The Employer and the Union agree that there shall be no unlawful discrimination against any employee because of race, creed, color, sex, age, sexual orientation, marital status, national origin or disability.
- 15.2 The Employer shall have the right to determine the competency and qualifications of its employees and the right to discharge any employee for just and sufficient cause; provided, however, no employee shall be discriminated against or jeopardized in seniority standing, or suffer any loss of employment on account of membership or lawful activity in the Union as observer or shop steward, so long as such activities are not carried on during working hours so as to interfere with the Employer's work.
- 15.3 There shall be no union meetings held during working hours without prior approval.

**ARTICLE 16 ENTIRE AGREEMENT**

- 16.1 The parties agree that no changes in wages, hours, or working conditions shall be made without negotiating such changes as required by law.

**ARTICLE 17 INSPECTION PRIVILEGES**

- 17.1 Authorized agents of the bargaining unit shall have access to the Employer's establishment during reasonable working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Employer's work schedule.

**ARTICLE 18 PAYROLL DEDUCTION FOR DUES AND CREDIT UNION**

- 18.1 Upon receipt of written authorization individually signed by an employee, the Employer shall have deducted from the pay of such employee the amount of dues, initiation fees, and other such deductions as the employee authorizes as certified by the Union and shall transmit the amount to the Union.
- 18.2 Upon issuance and transmission of such dues and initiation fees to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.
- 18.3 Upon written authorization of an employee, the Employer shall deduct from the pay of such employee for remittance to the employee's credit union. Only one change per year may be requested by the employee for credit union deduction.

## **ARTICLE 19 LABOR MANAGEMENT COMMITTEE**

- 19.1 **Labor Management** — The Employer and the Union agree that a need exists for closer cooperation between labor and management, and further, from time to time suggestions and complaints of a general nature affecting the Union and the Employer require consideration. To accomplish this objective, the Employer and the Union agree that no more than three (3) duly authorized representatives of the Union shall function as one-half (½) of a Labor Management Committee, the other half being no more than three (3) certain representatives of the Employer named for that purpose. The committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems, which may arise between the parties.
- 19.2 Should the Union and Employer mutually agree to change, add, or delete any provision of this agreement, such change shall be set forth in an Appendix to the Agreement.
- 19.3 Union Bulletin Boards – The Employer shall provide suitable, non-public space for bargaining unit employees to use as a bulletin board in each City building staffed by bargaining unit employees.

## **ARTICLE 20 SAVINGS CLAUSE**

- 20.1 If any article of this section of this Agreement shall be held invalid by law or by any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain in full force and effect. Such invalidated articles or sections shall be negotiated as soon as possible.

## **ARTICLE 21 WAGES**

- 21.1 Wage rates are contained in Appendix A and Appendix B of this Agreement.

## **ARTICLE 22 MANAGEMENT RIGHTS**

- 22.1 Subject to provisions of this agreement, the Union recognizes the prerogatives of the Employer within the terms of this contract to operate and manage its affairs in all respects and in accordance with its responsibilities and powers and that the employer reserves those rights concerned with the management and operation of the City Administration, Parks and Building Maintenance, Street, Water, Sewer, Stormwater and Police Administrative Sections which includes, but is not limited to the following:
- 22.1.1 To recruit, assign, schedule, transfer and promote members to positions.
- 22.1.2 To suspend, demote, discharge or take disciplinary actions against members for just and sufficient cause.
- 22.1.3 To determine methods, means and personnel necessary for efficient and productive operations.
- 22.1.4 To control the Department budget.
- 22.1.5 To take whatever actions are necessary in emergencies in order to assure the proper functions of the Employer.

**ARTICLE 23 UNION RIGHTS**

- 23.1 It is agreed that the Union retains all lawful rights except as those rights are limited by the express and specific language of this written agreement. Nothing anywhere in this agreement shall be construed to impair the right of the Union to conduct its affairs in all lawful particulars except as expressly and specifically modified by the express and specific language of this written agreement. It is further agreed that nothing contained in this agreement shall be construed as limiting the Union's right to control its internal affairs and discipline its members who have violated the terms of this agreement.
- 23.2 The City will recognize one shop steward to represent the bargaining unit employees in the Public Works Department and one shop steward to represent the clerical bargaining unit employees in the Administrative/Clerical Departments. The Union agrees to notify the City of the duly accredited representative of the Union immediately upon their election or appointment. The Shop Steward shall be granted leave from duty with pay for negotiation sessions with Employers management that occur during the steward's regular work shift. For meetings that take place at a time that the steward is not scheduled to be on duty, the time shall be non-compensatory.

**ARTICLE 24 PERFORMANCE OF DUTY**

- 24.1 Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or participate in any work stoppage. No lockouts shall be instituted by the employer.

**ARTICLE 25 PART-TIME EMPLOYEES' BENEFITS**

- 25.1 Should the Employer create a regular part-time position encompassed in the bargaining unit, the Employer and the Union shall meet to negotiate wage and benefit levels for such position.

**ARTICLE 26 LENGTH OF AGREEMENT**

- 26.1 This Agreement shall become effective January 1, 201~~8~~<sup>6</sup>, and shall remain in effect through December 31, 20~~17~~<sup>17</sup>. At least sixty (60) days, but not more than ninety (90) days prior to the termination date, the Union shall request that negotiations be opened for a successor contract and a mutually acceptable meeting date shall be set not more than fifteen (15) days following such requests.
- 26.2 ~~Re-Opener. In the event that the increase in employee's average share of the healthcare coverage premium is greater than the average general wage increase scheduled for January 1, 2017, this Agreement shall be re-opened for negotiations upon the City's receipt of the Union's written request to do so. The increase in the employee's share of healthcare coverage premium shall be measured by comparing the average of all bargaining unit employee's share of healthcare coverage premiums for 2016 to 2017. The increase in the general wage will be measured by comparing the average base wage rate of the bargaining unit for 2016 to 2017.~~

**ARTICLE 27 DRUG TESTING**

- 27.1 All covered employees who possess or who are required to possess a CDL driver's license shall be required

to participate and comply with Federal, State and City drug and alcohol testing.

**ARTICLE 28 CENTRAL PENSION FUND (CPF)**

- 28.1. Effective February 1, 2006, the wages of each member of the bargaining unit under all classifications except, the Administrative/Utility Clerk(s) positions, will be reduced by fifty cents (\$0.50) per compensable hour to be remitted to the Central Pension Fund. Annually thereafter, bargaining unit employees will review the most recent contribution level and vote to determine whether the amount shall remain the same or be increased in the upcoming year. Any change in deferral amount shall be reported to the City Finance Director no later than December 1 of the year preceding the change.
  
- 28.2. Effective June 1, 2003, and during the continuance of this collective bargaining agreement, from the funds derived through the implementation of paragraph one (1) above, the Employer shall pay into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, on the account of each member of the International Union of Operating Engineers, Local No. 286 Bargaining Unit member participating, an hourly sum for every hour for which compensation was paid. The purpose of said payments shall be to provide a supplemental retirement benefit for eligible employees pursuant to the provisions of said Central Pension Fund. The funding for this payment, the stipulated amount of any said sum, and the designated effective date for payment of any said sum are defined and set forth in paragraph one (1) above.
  
- 28.3. Obligation to the Fund: The Employer and the Union agree to be bound by the respective Agreement and Declaration of Trust entered into on the date set forth herein for the Fund, namely, as of September 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, and by any amendments to said Trust Agreement, heretofore and hereafter adopted.

| Dated this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 201~~8~~6.

CITY OF BUCKLEY

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL NO. 286

By: \_\_\_\_\_  
Pat Johnson, Mayor

By: \_\_\_\_\_  
Richard Spenser, Business Manager

By: \_\_\_\_\_  
Dave Schmidt, City Administrator

By: \_\_\_\_\_  
Jeff Frazier, Business Representative

APPENDIX A  
to the  
A G R E E M E N T  
By and Between  
CITY OF BUCKLEY  
and  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 286

January 1, 2018 through December 31, 2020

THIS APPENDIX IS SUPPLEMENTAL to the Agreement by and between the City of Buckley (hereinafter referred to as the “Employer”) and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 286 (hereinafter referred to as the “Union”).

A.1 Effective January 1, 2018, the monthly rates of pay for employees covered by this Agreement shall be as listed below, except for the employees hired into the Utility Apprentice Program, which is specified in Appendix B of this Agreement. Table A.1 reflects the monthly rates of pay from January 1, 2018 through December 31, 2018 of 3.0%.

**TABLE A.1**

**Public Works & Clerical Department Employee Salaries (3.0%)  
(January 1, 2018 to December 31, 2018)**

<b>Classification</b>	<b>0-6 mos</b>	<b>7-12 mos</b>	<b>13-24 mos</b>	<b>25-36 mos</b>	<b>37-48 mos</b>	<b>49+ mos</b>
Cemetery Caretaker	3,887	4,004	4,124	4,248	4,376	4,506
Maint Parks/Bldg Custodial	2,572	2,649	2,728	2,810	2,895	2,982
Admin Assistant	3,050	3,143	3,235	3,334	3,434	3,537
Police Records Clerk	3,555	3,662	3,772	3,884	4,001	4,120
Support Services Officer	3,701	3,847	4,002	4,162	4,328	4,503
Maint Parks/Bldg	3,906	4,023	4,144	4,268	4,397	4,528
Utility Billing/Deputy Clerk	4,083	4,205	4,332	4,461	4,596	4,734
Permit Tech/PW Clerk	4,155	4,453	4,631	4,815	5,009	5,210
Utility Worker	4,633	4,773	4,914	5,062	5,215	5,371
Utility Systems Technician	4,845	4,990	5,141	5,295	5,454	5,618
Utility Worker Lead	5,059	5,212	5,369	5,530	5,695	5,866
WWTP Operator I	4,818	4,878	5,022	5,174	5,329	5,489
Asst PWD Supervisor	5,287	5,447	5,610	5,777	5,949	6,131
WWTP Supervisor	5,523	5,692	5,862	6,037	6,219	6,406
PWD Supervisor	5,816	5,989	6,170	6,355	6,546	6,741

**\*Note:** The administrative assistant position is a permanent, part time position that is scheduled at less than 40 hours per week. The monthly rate of pay for this position listed in Table A.1 is for a fulltime 40 hour position. The actual compensation for the

position will be based on a level of salary that is proportionate to the actual hours worked. Three quarter time would correlate to a salary that is 75% of the listed salary.

A.1.1 Section A.1.1 reflects the monthly rates of pay from January 1, 2019 to December 31, 2019 of 3.25%.

<b>Public Works &amp; Clerical Department Employee Salaries (3.25%)</b>						
<b>(January 1, 2019 to December 31, 2019)</b>						
<b>Classification</b>	<b>0-6 mos</b>	<b>7-12 mos</b>	<b>13-24 mos</b>	<b>25-36 mos</b>	<b>37-48 mos</b>	<b>49+ mos</b>
Cemetery Caretaker	4,013	4,134	4,258	4,386	4,518	4,652
Maint Parks/Bldg Custodial	2,655	2,735	2,817	2,901	2,989	3,079
Admin Assistant	3,149	3,245	3,340	3,442	3,546	3,652
Police Records Clerk	3,670	3,781	3,894	4,010	4,131	4,254
Support Services Officer	3,821	3,972	4,132	4,298	4,469	4,650
Maint Parks/Bldg	4,033	4,154	4,278	4,407	4,540	4,675
Utility Billing/Deputy Clerk	4,216	4,342	4,473	4,606	4,745	4,888
Permit Tech/PW Clerk	4,290	4,597	4,781	4,972	5,172	5,379
Utility Worker	4,784	4,928	5,074	5,227	5,384	5,546
Utility Systems Technician	5,003	5,153	5,308	5,467	5,631	5,800
Utility Worker Lead	5,224	5,381	5,544	5,710	5,880	6,056
WWTP Operator I	4,975	5,036	5,186	5,342	5,503	5,668
Asst PWD Supervisor	5,459	5,624	5,793	5,965	6,143	6,330
WWTP Supervisor	5,702	5,877	6,052	6,233	6,421	6,614
PWD Supervisor	6,005	6,184	6,370	6,562	6,758	6,960

A.1.2 Section A.1.2 reflects the monthly rates of pay from January 1, 2020 to December 31, 2020 of 3.0%.

<b>Public Works &amp; Clerical Department Employee Salaries (3.0%)</b>						
<b>(January 1, 2020 to December 31, 2020)</b>						
<b>Classification</b>	<b>0-6 mos</b>	<b>7-12 mos</b>	<b>13-24 mos</b>	<b>25-36 mos</b>	<b>37-48 mos</b>	<b>49+ mos</b>
Cemetery Caretaker	4,134	4,258	4,385	4,517	4,653	4,792
Maint Parks/Bldg Custodial	2,735	2,817	2,902	2,988	3,079	3,171
Admin Assistant	3,243	3,342	3,441	3,546	3,652	3,762
Police Records Clerk	3,780	3,894	4,011	4,131	4,254	4,382
Support Services Officer	3,936	4,091	4,256	4,426	4,603	4,789
Maint Parks/Bldg	4,154	4,279	4,407	4,539	4,676	4,815
Utility Billing/Deputy Clerk	4,342	4,472	4,607	4,744	4,888	5,034
Permit Tech/PW Clerk	4,419	4,735	4,925	5,121	5,327	5,540
Utility Worker	4,927	5,076	5,226	5,384	5,546	5,712
Utility Systems Technician	5,153	5,307	5,467	5,631	5,800	5,974
Utility Worker Lead	5,381	5,543	5,710	5,881	6,056	6,238
WWTP Operator I	5,124	5,187	5,341	5,502	5,668	5,838
Asst PWD Supervisor	5,623	5,792	5,967	6,144	6,327	6,520

WWTP Supervisor	5,873	6,053	6,234	6,420	6,614	6,812
PWD Supervisor	6,186	6,370	6,561	6,758	6,961	7,169

A.2 Progression through the Table shall be in accordance with the number of months in each step. Step advancement shall be automatic, based on satisfactory performance.

A.2.1 **Longevity** – Beginning January 1, 2009 longevity pay shall be added to each employee’s base monthly pay according to the following schedule:

**Table A.2.1**

Years continued employment	Longevity pay in addition to normal monthly base pay
10 – 14 years	\$ <del>65</del> 70.00 per month
15 – 19 years	\$ <del>92</del> 97.00 per month
20 – 24 years	\$ <del>120</del> 125.00per month
25 – 29 years	\$ <del>150</del> 155.00per month
30 years and above	\$ <del>165</del> 170.00 per month

Longevity pay for each employment interval shall begin on the anniversary date that the employee enters into the specific longevity category. Example: An employee begins to receive longevity pay of \$~~65~~70.00 per month in the 10-14 year category on the first day of entering their 10th year of service to the City.

A.3 The regular straight time hourly rate of pay for full-time employees shall be determined by dividing the monthly rate of pay by 173.3 hours.

A.4 When an employee is advanced to a higher job classification, the employee shall be placed in a Step in the higher classification which is greater than their current rate of pay.

A.5 **Certification Pay** - In addition to the monthly wages set forth above, employees shall receive one percent (1%) of their base monthly rates of pay for achieving and maintaining a certification in the following categories:

- Water Distribution Manager II or higher
- Wastewater Pollution Control Operator II or higher
- Wastewater Collection Specialist II or higher
- Mechanic’s Certification (obtained by achieving two (2) minor certifications in automotive related subjects)
- Office High Tech Equipment Operator (obtained by achieving two (2) minor certifications in computer system/operation related subjects)
- Wastewater Group II or higher
- ~~Basic Treatment Plant Operator (BTO)~~Water Treatment Plant Operator I (WTPO1) or higher
- Public Pesticide Applicator Certification
- Land Use Permit Technician Certification
- Certified Municipal Clerk
- Water System Cross Connection Control Specialist
- Backflow Assembly Tester
- Sedimentation and Erosion Control Certification
- Washington State Class A CDL any endorsement

- Passport Agent Certification
- Others per A.5.2

Additional Testing – As designated by the City a Wastewater Treatment Plant Operator shall be selected from assigned certified personnel and paid an additional stipend for testing performed for Wilkeson and Carbonado.

A.5.1 Certification pay shall become effective the month the certification issued and shall be approved by the Employer. The maximum certification pay an employee may receive is five percent (5.0%) of their base monthly rates of pay.

A.5.2 In order for an employee to be eligible for certification pay the employee shall be required to maintain the eligible certification at all times. Eligible certifications shall include those that are directly related to the employees position classification and expanded to include others not listed jointly agreed upon by the Union and the City.

A.6 **Cost to Maintain Skills:** The City will pay employees for the education or training necessary to maintain licenses or certifications required by the job classification. The City will reimburse employees the cost of any license or certification renewal fees incurred by the employee to maintain any license or certification either listed in A.5 above or otherwise agreed to by the union and City. The education or training must be approved in advance by the City and scheduling may be limited by the availability of classes and the needs of the City. ~~City vehicles will be made available so travel costs will not be reimbursable.~~ Pursuant to 4.14.02 of the City’s Personnel Policy Manual, employees may opt to use their personal vehicles for City business when approved by their supervisor. Use of personal vehicles by employees is preferred when attending conferences and training. Employees who use their personal vehicles for approved business purposes will receive a mileage allowance equal to the Internal Revenue Service optional mileage allowance for such usage. Attendance will be considered as part of the work day. The City may modify the employee's schedule to include education and training without incurring employee overtime.

A.6.1 Employee Travel for Training. When an employee’s training location is more than 100 miles from the City and training is for 2 or more consecutive days, the employee shall be required to stay at overnight lodging at the expense of the City. If the employee should choose to commute back and forth rather than staying overnight then neither overtime rules or mileage reimbursement for personal vehicle use will apply.

A.7 Pay Periods. Paychecks will be issued on the last business day of the month. Draw checks shall be issued on the fifteenth (15<sup>th</sup>) of the month.

- Draw day on Saturday or Friday holiday – check issued the preceding City-scheduled workday.
- Draw day on Sunday or Monday holiday – check issued the following City-scheduled workday.

A.8 401(k). An employee solely at their own expense and election to do so, may contribute through payroll deduction to the International Union of Operating Engineers Local 286 Retirement Plan. However, if an employee elects to participate in the Union’s 401(k) plan, then they cannot participate in the City’s 457 plan.

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City Jeff Frazier

APPENDIX B  
to the  
A G R E E M E N T  
By and Between  
CITY OF BUCKLEY  
and  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 286

January 1, 201~~86~~ through December 31, 20~~2017~~

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THIS APPENDIX IS SUPPLEMENTAL to the Agreement by and between the City of Buckley (hereinafter referred to as the “Employer”) and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 286 (hereinafter referred to as the “Union”).

- B.1 The Employer and Union agree to recognize the Utility Maintenance Apprentice position as a full-time, 36 month training position, which is subject all the provisions of the collective bargaining unit agreement, except for pay and probation, which is specified in sections below along with salary provisions, qualifications and training descriptions.
- B.2 The Employer pursuant to Article 22 shall determine which position classification employee(s) selected for this program will be assigned. The Union recognizes that as a utility apprentice position the Employer may establish and use this individual for duties outside of the assigned position classification.
- B.3 **Probationary Period** - The probationary period shall be thirty-six (36) months from the date of employment, during which time the apprentice must successfully complete all of the certification/training requirements specified below in Table B.I. If the employee successfully completes the training program within 36 months as described below, he/she will be certified as a journeyman utility maintenance worker and promoted to that position classification and pay scale as identified in this contract. If the employee successfully completes the certification/training program in less than 36 months the City at its discretion may promote the employee to the next higher position classification at the time of completion.
- B.4 **Probationary Extension** - Employees shall be required to complete the training/certification requirements as specified under the program requirements identified in B.7 or be subject to termination as indicated in B.6. The PW Superintendent with the concurrence of the City Administrator may adjust and/or extend intervals of completion for training/certification based upon extenuating circumstances, performance and/or need up to an additional 6 months per level, but in no case will an extension be approved past the full program period of 36 months.
- B.5 **Program Completion** – program completion will be achieved when the employee has successfully completed all of the certification/training requirements for the position classification assigned. Upon satisfactory completion of the program the employee will be promoted to journey level maintenance worker status and shall receive all of the pay, benefits, privileges and protections that other employees within this position classification are receiving.

B.6 **Termination-** Employees participating in this 36 month training program are to be considered as probationary at-will employees and can be terminated at any time subject to the City of Buckley Personnel Procedures and Policy Manual.

B.7 **Apprentice Training Program Description -** The City of Buckley utility maintenance apprentice position will be a permanent 40-hour per week entry-level position, designated to a position classification depending upon City posting and need. The utility maintenance apprentice will be expected to perform duties as described in the job description and be able to successfully complete the following training/certification tasks based on the position classification assigned:

**TABLE B.I**

Class Specification	Description of Training			
<b>Water System Certification/Training</b>				
<b>PW Water System</b>	Individual assigned to this position classification shall within 36 months successfully complete all the training/certification levels and/or tasks listed to the right. Individual training items or tasks shall be obtained in the time specified.  <b>*Note:</b> As required by the City	<b>CERT/TRNG</b>	<b>Time Interval</b>	<b>Advance to Step</b>
		CPR/First Aid/Flaggers Certification	3 months	Step B
		Washington State Class B CDL License	6 months	Step C
		Washington State Water Distribution Manager Operator-in-Training (OIT)		
		Washington State Water Distribution Manager I (WDM I) Certification	24 months	Step D
		Washington State Water Treatment Plant Operator (WPTO) Certification; or Cross Connection Control Specialist Certification*	36 months	Journey Level Maintenance Worker
<b>Wastewater Treatment Certification/Training</b>				
<b>PW Wastewater Treatment</b>	Individual assigned to this position classification shall within 36 months successfully complete all the training/certification levels and/or tasks listed to the right. Individual training items or tasks shall be obtained in the time specified.	<b>CERT/TRNG</b>	<b>Time Interval</b>	<b>Advance to Step</b>
		CPR/First Aid/Flaggers Certification	3 months	Step B
		Washington State Class B CDL	6 months	Step C

		License		
		Washington State Wastewater Treatment Operator-in-Training (OIT)		
		Washington State Group I Wastewater Treatment Certification	24 months	Step D
		Washington State Group II Wastewater Treatment Certification	36 months	Journey Level Maintenance Worker

**Street/Stormwater Certification/Training**

<b><u>Street/Stormwater</u></b>	<u>Individual assigned to this position classification shall within 36 months successfully complete all the training/certification levels and/or tasks listed to the right. Individual training items or tasks shall be obtained in the time specified</u>	<b><u>CERT/TRNG</u></b>	<b><u>Time Interval</u></b>	<b><u>Advance to Step</u></b>
		<u>CPR/First Aid/Flaggers Certification</u>	<u>3 months</u>	<u>Step B</u>
		<u>Washington State Class B CDL License</u>	<u>6 months</u>	<u>Step C</u>
		<u>Erosion and Sediment Control Lead Certification (CESCL)</u>	<u>24 months</u>	<u>Step D</u>
		<u>any three (3) of the following WSDOT course areas; Aggregate Production &amp; Testing Inspection (ACA), Bituminous Surface Treatment Inspection (ACC), Excavation and Embankments Inspection (AC3), Hot Mix Asphalt Placement (ACB), Hot Mix Asphalt Production &amp;</u>	<u>36 months</u>	<u>Journey Level Maintenance Worker</u>

		<u>Testing (BG9),</u> <u>Intersection and</u> <u>Pedestrian</u> <u>Design (CBD),</u> <u>Project</u> <u>Management</u> <u>Process (B71),</u> <u>Roadside Safety</u> <u>(B74), Roadway</u> <u>Geometric</u> <u>Design (BWE),</u> <u>Roadway</u> <u>Drainage,</u> <u>Pavement</u> <u>Condition Rating,</u> <u>Modern Chip</u> <u>Seal Techniques,</u> <u>Basics of a Good</u> <u>Gravel Road</u>		
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B.8 **Supervision of Apprentices:** Employees hired or transferred to a utility apprentice position shall be required to perform the duties of the position classification as specified in section B.7, but shall not be permitted to perform work within the position classification that requires special training and/or a particular certification level unless supervised by an employee that has met the training/certification requirement of the related rule or regulation in place concerning such activity. Pertinent regulations governing work within the position classifications are;

**PW Water System** – WAC 246-292

**PW Wastewater Treatment** – WAC 173-230

B.9 **Salary:** Monthly Rates of Pay Table B.II reflects the monthly rates of pay from January 1, ~~2016-2018~~ to December 31, ~~2016-2018~~ of ~~2.03.0%~~. Employees hired to the utility apprentice program will be eligible to advance to the step level indicated upon successful completion of the certification/training of each level as illustrated in Table B.I above.

**TABLE B.II**

Public Works & Clerical Department Employee Salaries ( <del>2.03.0%</del> )				
(January 1, <del>2016-2018</del> to December 31, <del>2016-2018</del> )				
	Step A	Step B	Step C	Step D
Utility Maint Apprentice	3,870	3,986	4,105	4,228

B.9.1 Effective January 1, ~~2017-2019~~, the monthly rates of pay for employees covered by this Agreement shall be increased by (3.25%) as illustrated in Table B.III below.

**TABLE B.III**

Public Works & Clerical Department Employee Salaries (3.25%)				
(January 1, 2019 to December 31, 2019)				
	Step A	Step B	Step C	Step D
Utility Maint Apprentice	3,995	4,116	4,238	4,366

B.9.2 Effective January 1, 2020, the monthly rates of pay for employees covered by this Agreement shall be increased by (3.0%) as illustrated in Table B.IV below.

**TABLE B.IV**

Public Works & Clerical Department Employee Salaries (3.0%)				
(January 1, 2020 to December 31, 2020)				
	Step A	Step B	Step C	Step D
Utility Maint Apprentice	4,115	4,239	4,365	4,497

B.10 **Cost of Certification:** The City will pay for the education or training necessary for the apprentice to acquire the licenses and certification required by the job classification. The education or training must be approved in advance by the City and scheduling may be limited by the availability of classes and the needs of the City. City vehicles will be made available to travel costs will not be reimbursable. Attendance will be considered as part of the work day. The City may modify the employee's schedule to include education and training without incurring employee overtime.



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION									
<b>SUBJECT: Contract Award: Police Department – Storage Garage</b>	<b>Agenda Date: April 24, 2018</b>		<b>AB18-039</b>						
	Department/Committee/Individual	Created	Reviewed						
	Mayor Pat Johnson	X	X						
	City Administrator – Dave Schmidt	X	X						
	City Attorney – Phil Olbrechts		X						
	City Engineer – Dominic Miller								
	City Clerk – Joanne Starr		X						
	Finance Dept – Sheila Bazzar								
	Building Official – Mike Deadmond								
	Fire Dept – Chief Predmore								
	Parks & Rec Dept – Julie Bevaart								
	Planning Dept – Kathy Thompson								
	Police Dept – Chief Arsanto	X	X						
Timeline: N/A	Municipal Court – Jessica Cash								
	PW/Utilities – Chris Banks								
<b>Attachments: Bids</b>									
<p>SUMMARY STATEMENT: Based on an expressed need the City of Buckley Police Chief solicited bids from small contractors to construct a new 24' x 36' storage garage at 146 S. Cedar Street. The Police Chief was able to solicit three bids as follows:</p> <p><b>Storage Garage Quotes</b></p> <table> <tr> <td>Neilson Construction</td> <td>\$56,890.00</td> </tr> <tr> <td>Pinnacle Construction</td> <td>\$54,798.09</td> </tr> <tr> <td>Starrett Remodeling</td> <td>\$59,452.90</td> </tr> </table> <p>Based on the bids received, Pinnacle Construction is the lowest bidder for the price of \$54,798.09. City staff is requesting and recommending that the City Council award bid of the storage garage project to Pinnacle Construction for the bid price of \$54,798.09.</p>				Neilson Construction	\$56,890.00	Pinnacle Construction	\$54,798.09	Starrett Remodeling	\$59,452.90
Neilson Construction	\$56,890.00								
Pinnacle Construction	\$54,798.09								
Starrett Remodeling	\$59,452.90								
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS 3/20/18									
<p>RECOMMENDED ACTION: <b>MOTION to Award Bid of the Police Department Storage Garage Project to Pinnacle Construction for the bid price of \$54,798.09.</b></p>									
RECORD OF COUNCIL ACTION									
Meeting Date	Action	Vote							

# *Neilson Construction*

P.O. Box 1147 Enumclaw, WA 98022

License # NEILSC\*044KO

Phone: 253-709-0412

Fax: 360-829-1990

**Buckley Police Department**

**March 27th, 2018**

**146 S Cedar St**

**Buckley Wa., 98321**

**Bid is for building a 24' x 36' garage next to alley and parking lot**

**Bid will include labor and materials to do the work**

**Cut and excavate asphalt and prepare site for a slab on grade foundation**

**Remove and haul away old asphalt**

**Dig for a foundation and prep for a concrete slab. Poor a foundation with a 6" x16" footing and a 6" x 24" stem wall. Back fill and poor concrete slab with a hard trowel finish. \$18,500.00**

**Dig ditch from corner of building to the new garage for the power. Back fill after the power has been installed. \$625.00**

**Build garage to plans supplied by the city, this includes framing, siding, roofing, and the installation of garage doors and man door. \$22,600.00**

**Bring 100 amp circuit from police station power to garage and install 6 over head lights with one outside light. Install outlets for garage doors and wall outlets. \$11,000.00**

<b>Total labor and materials</b>	<b>\$52,725.00</b>
<b>Buckley excise tax 7.9%</b>	<b>\$4,165.00</b>
<b>Total</b>	<b>\$56,890.00</b>

**Neilson Construction honors a five year warranty on all workmanship**

**Owner/Agent**\_\_\_\_\_ **Date**\_\_\_\_\_

**Neilson Construction**\_\_\_\_\_ **Date**\_\_\_\_\_

# Pinnacle 1 Construction LLC

P.O. Box 1236  
 Buckley WA 98321  
 253-606-3289  
 253-606-8579

## Proposal

Date	Proposal #
3/26/2018	714

Name / Address
Buckley Police Department 146 S Cedar St Buckley Wa 98321

P.O. No.

Description	Cost	Qty	Total
This proposal is for building a 24' x 36' garage in the SE part of the parking lot next to the alley way. This proposal will include the labor and material to complete the work described below. Once we receive an approved set of drawings from the City of Buckley Building Department, if there are any changes there will be additional work orders at that time. This bid is good for 30 days from the date of this proposal.			0.00T
Saw cut the asphalt and haul away, dig for a foundation and prep for a concrete slab, pour a foundation with a 6"x16" footing and a 6"x24" stem wall, back fill and pour concrete slab with a hard trowel finish.	17,701.00		17,701.00T
Dig trench from corner of the building to the new garage for the power, back fill after power has been installed.	570.00		570.00T
Build the garage per the drawings supplied by the customer, this includes the framing, siding, roofing, and the installation of the garage doors and man door.	21,850.00		21,850.00T
		<b>Subtotal</b>	
		<b>Sales Tax (7.9%)</b>	
		<b>Total</b>	

Accepted by:

# Pinnacle 1 Construction LLC

P.O. Box 1236  
 Buckley WA 98321  
 253-606-3289  
 253-606-8579

## Proposal

Date	Proposal #
3/26/2018	714

Name / Address
Buckley Police Department 146 S Cedar St Buckley Wa 98321

P.O. No.

Description	Cost	Qty	Total
Bring a 100amp circuit from the Police station power to the garage, install 6 over head lights with one outside light, install outlets for the garage doors and wall outlets	6,200.00		6,200.00T
10% profit	4,465.00		4,465.00T
This bid does not include painting, gutters, electrical, insulation, drywall.			
<b>Subtotal</b>			\$50,786.00
<b>Sales Tax (7.9%)</b>			\$4,012.09
<b>Total</b>			\$54,798.09

Customer agrees to pay Pinnacle Construction a 50% deposit at the signing of this contract and a draw every week until balance owing is paid in full. Any balance remaining upon completion of work is due and payable at that time. If balance is not paid in full when due, interest will be charged at the rate of 1.5% per month until paid. If customer chooses to stop work for whatever reason, the amount left owing on the contract will be immediately due and payable. Pinnacle Construction and customer may negotiate a new agreement suitable to both.

Accepted by: \_\_\_\_\_

**Starrett Remodeling**

425 9228413  
starrettremodeling@gmail.com



# ESTIMATE

**ADDRESS**

Buckley police department

**SHIP TO**

146 S Cedar st  
Buckley 98321

**ESTIMATE #** 1021

**DATE** 02/27/2018

ACTIVITY	QTY	RATE	AMOUNT
<b>labor</b> Job site address 146 S Cedar st Buckley 98321 -Building a 24' x 36' garage -Bid includes labor and material to complete the work. Pricing may change once we receive approved set of drawings from the City of Buckley Building Department -Saw cut and excavate the asphalt -Prep site for a slab on grade foundation. -Haul away the old asphalt. -Form and pour a slab on grade foundation, and finish slab for the garage 24' x 36' -Build the garage based off of drawings provide by the customer -Dig trench for the power, back fill after power has been installed. -Bid/ build garage based of the drawings supplied by client. Bid includes the framing, siding, roofing, installing garage doors and man door -Bring a 100 amp circuit from the Police station power to the garage - 6 over head lights to be installed -1 outside light -outlets for the garage doors and wall outlets (Standards outlet distance every 8 feet ) - Please not this is a package deal	1	55,100.00	55,100.00T

SUBTOTAL	55,100.00
TAX	4,352.90
<b>TOTAL</b>	<b>\$59,452.90</b>

Accepted By

Accepted Date



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>	<b>Agenda Date:</b>	<b>April 24, 2018</b>	<b>AB18-040</b>
<b>2019 Shoreline Master Program Periodic Review Update Grant Funding</b>	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		
	City Administrator – Dave Schmidt		✓
	City Attorney – Phil Olbrechts		
	City Engineer – Dominic Miller		
	City Clerk – Joanne Starr		
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Julie Bevaart		
	Planning Dept – Kathy Thompson		
	Planning Dept- Leticia Wallgren	✓	
Timeline:	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
<b>Attachments:</b> Grant Agreement			
<p><b>SUMMARY STATEMENT:</b></p> <p>The City of Buckley is undertaking a periodic review of its Shoreline Master Program (SMP), as required by the Washington State Shoreline Management Act (SMA), RCW 90.58.080(4). The SMA requires each SMP be reviewed and revised, if needed, on an eight-year schedule established by the Legislature. The review ensures the SMP stays current with changes in laws and rules, remains consistent with other city plans and regulations, and is responsive to changed circumstances, new information and improved data. Cities and counties are required under state rule to involve the public in the process as they modify their local shoreline programs to reflect changes.</p> <p>Grant funding is available to help cities and counties with the cost of the update; in order to receive grant funds, the jurisdiction must approve a grant agreement with Ecology.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>			
<b>RECOMMENDED ACTION: MOTION to Approve the final agreement for the 2019 SMP Periodic Review Update grant funding.</b>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	



## Agreement No. SEASMP-1719-Buckle-00006

### SHORELANDS SHORELINE MASTER PROGRAM (1719) AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF BUCKLEY

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Buckley, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

#### GENERAL INFORMATION

Project Title:	Shoreline Master Program – Periodic Review
Total Cost:	\$10,000.00
Total Eligible Cost:	\$10,000.00
Ecology Share:	\$10,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2017
The Expiration Date of this Agreement is no later than:	06/30/2019
Project Type:	Periodic Review of the Shoreline Master Program

#### Project Short Description:

The RECIPIENT will complete a periodic review of the Shoreline Master Program (SMP) that is developed and adopted in a manner consistent with requirements of the Shoreline Management Act (SMA), RCW 90.58, and its implementing rules, WAC 173-26, including the Shoreline Master Program Guidelines (Guidelines).

#### Project Long Description:

The purpose of the SMP periodic review is (a) To assure that the master program complies with applicable law and guidelines in effect at the time of the review, and (b) To assure consistency of the master program with the local government's comprehensive plan and development regulations adopted under RCW 36.70A, if applicable. Local governments should also consider amendments needed to address changed circumstances, new information or improved data.

#### Overall Goal:

Periodic Review Checklist and draft SMP amendment or Findings of Adequacy.

**RECIPIENT INFORMATION**

Organization Name: City of Buckley

Federal Tax ID: 91-6001406

DUNS Number: 829000298

Mailing Address: PO Box 1960  
 Buckley, WA 98321

Physical Address: 933 Main Street  
 Buckley, Washington 98321

Organization Email: city@cityofbuckley.com

Organization Fax: (360) 829-2659

**Contacts**

<p><b>Project Manager</b></p>	<p>Leticia Wallgren          Associate Planner</p> <p>933 Main Street          Buckley, Washington 98321          Email: lwallgren@cityofbuckley.com          Phone: (360) 829-1921</p>
<p><b>Billing Contact</b></p>	<p>Sheila Bazzar          Finance Director</p> <p>PO Box 1960          Buckley, Washington 98321          Email: sbazzar@cityofbuckley.com          Phone: (360) 761-7804</p>
<p><b>Authorized Signatory</b></p>	<p>David William Schmidt          City Administrator</p> <p>933 Main Street          Buckley, Washington 98321          Email: dschmidt@cityofbuckley.com          Phone: (360) 761-7802</p>

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
Shorelands  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Shorelands  
300 Desmond Drive SE  
Lacey, WA 98503

**Contacts**

<b>Project Manager</b>	Sarah Cassal  PO Box 47775 Olympia, Washington 98504-7775 Email: salu461@ecy.wa.gov Phone: (360) 407-7459
<b>Financial Manager</b>	Amy Krause  PO Box 47600 Olympia, Washington 98504-7600 Email: amkr461@ecy.wa.gov Phone: (360) 407-7107

**AUTHORIZING SIGNATURES**

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State  
Department of Ecology

City of Buckley

By: \_\_\_\_\_

By: \_\_\_\_\_

Gordon White  
Shorelands  
Program Manager  
Date

David William Schmidt  
City Administrator  
Date

Template Approved to Form by  
Attorney General's Office

## SCOPE OF WORK

Task Number: 1 **Task Cost:** \$1,000.00

Task Title: Project Oversight: Coordination, Management, and Administration

### Task Description:

#### Project Oversight

The RECIPIENT shall provide services necessary to complete the scope of work in compliance with this ECOLOGY grant. Oversight services include 1) project coordination, 2) project management, and 3) project administration.

#### 1.1 Project Coordination:

A. The RECIPIENT shall coordinate throughout the SMP review process with ECOLOGY. The RECIPIENT will provide ECOLOGY opportunities to review draft deliverables at appropriate intervals. ECOLOGY will provide ongoing technical assistance, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the review process.

B. The RECIPIENT shall coordinate with other applicable federal, state and local agencies, neighboring jurisdictions, and Indian tribes as provided in the Guidelines and SMA procedural rules. In addition, the RECIPIENT will consult with other appropriate entities which may have useful information if necessary.

#### 1.2 Project Management:

A. The RECIPIENT shall conduct activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.

#### 1.3 Project Administration:

A. The RECIPIENT shall submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records, and be in compliance of deliverables on content and established due dates.

### Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant administration requirements.

### Task Expected Outcome:

\* Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.

\* Properly maintained project documentation.

Recipient Task Coordinator: Leticia Wallgren

**Project Oversight: Coordination, Management, and Administration**

**Deliverables**

<b>Number</b>	<b>Description</b>	<b>Due Date</b>
1.1	Progress Reports	
1.2	Recipient Closeout Report	06/30/2019

**SCOPE OF WORK**

Task Number: 2 Task Cost: \$0.00

Task Title: Secure Consultant Services

Task Description:

If applicable, the RECIPIENT will:

A. Secure qualified consultant services: In accordance with the RECIPIENT procurement procedures, (if none, then State procurement procedures), the RECIPIENT will enter into a contract with the selected consultant(s) and prepare a sub agreement in accordance with the scope of work in this agreement.

Task Goal Statement:

To ensure the RECIPIENT has qualified personnel to conduct the scope of this project.

Task Expected Outcome:

Contract and sub-agreement with consultant(s) (if applicable).

Recipient Task Coordinator: Leticia Wallgren

**Secure Consultant Services**

**Deliverables**

Number	Description	Due Date
2.1	Final signed consulting contract. Upload to EAGL.	
2.2	Update in progress report.	

**SCOPE OF WORK**

Task Number: 3 **Task Cost: \$2,500.00**

Task Title: Public Participation

Task Description:

The RECIPIENT will:

A. Develop Public Participation Plan: Prepare and disseminate a public participation plan to invite and encourage public involvement in the SMP periodic review consistent with WAC 173-26-090. The public participation plan should include applicable local requirements such as planning commission review and formal hearings, as well as applicable state notice requirements.

B. Conduct public participation activities: Implement the public participation plan throughout the course of the SMP periodic review process.

Task Goal Statement:

To inform and involve all stakeholders in the SMP periodic review process.

Task Expected Outcome:

Continuous public participation activities throughout the SMP periodic review process.

Recipient Task Coordinator: Leticia Wallgren

**Public Participation**

**Deliverables**

Number	Description	Due Date
3.1	Public Participation Plan. Upload to EAGL.	
3.2	Updates of public involvement activities in progress report.	

**SCOPE OF WORK**

Task Number: 4 **Task Cost: \$5,000.00**

Task Title: Review Shoreline Master Program and draft revisions, if needed

Task Description:

The RECIPIENT will:

- A. Review the SMP to determine if revisions are needed
  - 1. Review amendments to RCW 90.58 and Ecology rules that have occurred since the Shoreline Master Program was last amended, and determine if local amendments are needed to maintain compliance. Ecology will provide a checklist of legislative and rule amendments to assist local governments with this review.
  - 2. Review changes to the comprehensive plan and development regulations to determine if the Shoreline Master Program policies and regulations remain consistent with them. Document the consistency analysis to support proposed changes to the Shoreline Master Program.
  - 3. Conduct additional analysis deemed necessary to address changing local circumstances, new information or improved data.
- B. Draft revised SMP goals, policies and regulations, or prepare Finding of Adequacy
  - 1. Prepare amended goals and policies or regulations identified through the review process. Use the checklist to identify where in the SMP changes are made to address applicable statutory or regulatory changes.
  - 2. Where the review conducted under Task 4A concludes no changes are necessary, prepare draft Findings of Adequacy.

Task Goal Statement:

To review the SMP to determine if changes are necessary, and revise the SMP if changes are deemed necessary.

Task Expected Outcome:

A completed Periodic Review Checklist documenting the public review of the SMP, and either initial draft SMP amendments or draft Findings of Adequacy.

Recipient Task Coordinator: Leticia Wallgren

**Review Shoreline Master Program and draft revisions, if needed**

**Deliverables**

Number	Description	Due Date
4.1	A Periodic Review Checklist documenting consideration of statutory amendments, and internal consistency review. Upload to EAGL.	
4.2	Draft SMP amendments or Findings of Adequacy and supporting documentation. Upload to EAGL.	

**SCOPE OF WORK**

Task Number: 5 **Task Cost:** \$1,500.00

Task Title: Local SMP or Findings of Adequacy Adoption Process

Task Description:

The RECIPIENT will:

Conduct a local review and adoption process for the proposed Shoreline Master Program as provided in the SMA, WAC 173-26, and the State Environmental Policy Act (SEPA). Where amendments to the SMP are proposed they shall contain applicable shoreline goals, policies or regulations together with copies of any provisions adopted by reference. Where no changes are needed, the local process will include formal Findings of Adequacy.

A. Assemble complete Final Draft SMP amendment or Findings of Adequacy

Assemble a complete SMP amendment for review and approval by the local jurisdictional governing body. Where the review determined that no changes are needed, prepare formal Findings of Adequacy.

B. Complete SEPA review and documentation

Conduct SEPA review pursuant to the State Environmental Policy Act (RCW 43.21C).

C. Provide GMA 60-day notice of intent to adopt

For local governments planning under the Growth Management Act, notify ECOLOGY and the Department of Commerce of intent to adopt the SMP amendment at least 60 days in advance of final local approval, pursuant to RCW 36.70A.106.

D. Hold public hearing

Hold at least one public hearing prior to local adoption of the draft SMP or Findings of Adequacy, consistent with the requirements of WAC 173-26-100 or WAC 173-26-104.

E. Prepare a responsiveness summary

Prepare a summary responding to all comments received during the public hearing and the public comment period. The names and mailing addresses of all interested parties providing comment shall be compiled.

F. Adopt SMP and submit to ECOLOGY

Complete the adoption process for the SMP update under either WAC 173-26-100 or WAC 173-26-104 and submit the locally-adopted Draft SMP amendment or Findings of Adequacy and Periodic Review Checklist to ECOLOGY under WAC 173-26-110.

Task Goal Statement:

To complete a locally adopted Shoreline Master Program amendment or Findings of Adequacy.

Task Expected Outcome:

A locally adopted Shoreline Master Program amendment or Findings of Adequacy.

Recipient Task Coordinator: Leticia Wallgren

**Local SMP or Findings of Adequacy Adoption Process**

**Deliverables**

Number	Description	Due Date
5.1	A draft SMP amendment or Findings of Adequacy, with relevant supporting documentation, and a complete Periodic Review checklist.  (Task 5.A). Upload to EAGL.	
5.2	SEPA products: Checklist; Threshold Determination; SEPA notice. (Task 5.B). Upload to EAGL.	
5.3	Evidence of compliance with GMA notice requirements. (Task 5.C). Upload to EAGL.	
5.4	Public hearing record. (Task 5.D). Upload to EAGL.	
5.5	Response to comments received. (Task 5.E). Upload to EAGL.	
5.6	Locally adopted draft SMP amendment or Findings of Adequacy and Periodic Review Checklist. (Task 5.F). Upload to EAGL.	

**BUDGET**

**Funding Distribution EG180256**

**NOTE:** *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Environmental Legacy Stewardship Account (Funding Type: Grant  
 Funding Effective Date: 07/01/2017 Funding Expiration Date: 06/30/2019  
 Funding Source:

Title: Environmental Legacy Stewardship Account (ELSA)  
 Type: State  
 Funding Source %: 100%  
 Description: Shorelands Periodic Review of Shoreline Master Program

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%  
 Recipient Match %: 0%  
 InKind Interlocal Allowed: No  
 InKind Other Allowed: No  
 Is this Funding Distribution used to match a federal grant? No

<b>Environmental Legacy Stewardship Account (ELSA)</b>	<b>Task Total</b>
Project Oversight: Coordination, Management, and Administration	\$ 1,000.00
Secure Consultant Services	\$ 0.00
Public Participation	\$ 2,500.00
Review Shoreline Master Program and draft revisions, if needed	\$ 5,000.00
Local SMP or Findings of Adequacy Adoption Process	\$ 1,500.00

**Total: \$ 10,000.00**

**Funding Distribution Summary**

**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Environmental Legacy Stewardship Account (ELSA)	0.00 %	\$ 0.00	\$ 10,000.00	\$ 10,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 10,000.00</b>	<b>\$ 10,000.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

The RECIPIENT will negotiate the task deliverable due dates with ECOLOGY’s Project Manager.

The task deliverable due dates will be managed by and through the Deliverable Due Date form located on the Application Menu – Forms page in EAGL. (Note: This form does not automatically print out with the agreement).

The RECIPIENT will coordinate and keep track of these dates with ECOLOGY’s Project Manager and will note any changes on the quarterly progress reports.

**GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

**A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

**B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:**

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov>.

## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

##### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

##### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

##### 3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
  - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
  - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.  
RECIPIENT shall:
  - Keep the IDP at the project site.
  - Make the IDP readily available to anyone working at the project site.
  - Discuss the IDP with staff and contractors working at the project site.
  - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
  - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

#### 4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

#### 5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

#### 6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@watech.wa.gov](mailto:payeehelpdesk@watech.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

#### 7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

#### 11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY’s QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
  - Follow ECOLOGY’s Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
  - Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.
- c) RECIPIENT shall follow ECOLOGY’s data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

## 15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 16. MINORITY AND WOMEN’S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

#### 18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

#### 19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

#### 20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

authorize others to use the same for federal, state, or local government purposes.

- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination. All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

## 24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

## 26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, ,  
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work

completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

#### 28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

#### 29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

## D. CONSENT AGENDA

**City Council  
April 10, 2018**

Mayor Johnson called the regularly scheduled meeting to order at 7:02 PM.

Upon roll call the following Council members were present: Bender, Smith, Leggett, B. Burkett, Tremblay and S. Burkett. Also in attendance were City Administrator Schmidt, Police Chief Arsanto, Assistant Police Chief Northam, City Planner Thompson and Assistant Planner Wallgren.

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

Mayor Johnson stated she would like to move item number one on the agenda to before Citizen Participation, and an item has been added to the agenda. **Council member Smith moved to approve the amended agenda as presented. Council member Bender seconded the motion. Motion carried.**

Mayor Johnson read the Proclamation for the White River Wrestling team who won the Class 2A State Wrestling Title.

**CITIZEN PARTICIPATION**

**Charles Anselmo – 635 Park Ave. Buckley, WA 98321**

Charles Anselmo addressed his concerns regarding “speed control” on Park Ave as he has witnessed many children nearly getting hit by vehicles traveling at high speeds. Secondly, he addressed his concern pertaining to the reduced utility rates program. He and other citizens his age are currently not eligible and he would like the ordinance relooked at and addressed.

**STAFF REPORTS**

City Planner Thompson stated the Planning Department currently has 20 open commercial building, 48 open residential, 39 open right-of-way, and 26 open planning permits. The Planning Department is very busy.

City Administrator Schmidt stated that River Avenue construction starts tomorrow. Also, he and staff met with Kiewit the contractor who is building the Mud Mt. Dam and we discussed the viewing point, which will be one of the first stages of the project.

**MAIN AGENDA**

**ORD No. 06-18: Amending BMC 10.68 to add RCW Reference:**

**Council member Tremblay moved to Approve ORD No. 06-18 Amending BMC 10.68 adding RCWs by Reference – Controlled Substances. Council member**

Leggett seconded the motion. Upon roll call vote, motion carried 5/0 (one Council member briefly left the room and did not vote).

**RES No. 18-03: SMP – Public Participation Plan:**

Council member S. Burkett moved to Approve Resolution 18-03 adopting the Public Participation Plan for the 2019 Shoreline Master Program Periodic Review updates. Council member Bender seconded the motion. Motion carried.

**Lease Agreement – Flying K (Carel) DSHS Ag Facility (2018-2020):**

Council member Tremblay moved to Approve Renewal of the Lease Agreement between the City and Ken Carel for Lease of Buildings and Facilities on the DSHS Ag Facility 2018-2020. Council member Leggett seconded the motion. Motion carried.

**Boundary Line Adjustment – 157 Cedar St:**

Council member Tremblay moved to Approve the Buck/City Cedar St. BLA. Council member Leggett seconded the motion. Motion carried.

**Agreement – City & Pierce County for Roadway Construction Services – Mundy Loss Rd:**

Council member Smith moved to Approve the Agreement between the City and Pierce County for Roadway Construction Services – Mundy Loss Road. Council member Leggett seconded the motion. Motion carried.

**MOU – Use of the Pierce County Emergency Notification System (PCWARN):**

Council member Smith moved to Approve using the Pierce County Emergency Management for the City's use of what is the PCR system. Council member Leggett seconded the motion. Motion carried.

**Agreement – PSE Utility Underground Conversion Construction – River Ave:**

Council member S. Burkett moved to Approve the Agreement between the City and PSE for Utility Underground Conversion Construction for the River Avenue Project. Council member Bender seconded the motion. Motion carried.

**CONSENT AGENDA**

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

Approve Minutes of March 27, 2018 City Council Meeting  
Approve Minutes of April 3, 2018 City Council Study Session

Claim check numbers 58196 through 58301, in the amount of \$264,883.40, for the period of March 28, 2018 through April 10, 2018;  
Treasurer check numbers 12049 through 12059, in the amount of \$4,948.51 and EFT payments in the amount of \$12,362.90 for the month

of March, 2018; and Payroll check numbers 37130 through 37171 in the amount of \$74,890.26 and EFT payroll in the amount of \$308,453.99 for the month of March, 2018 are hereby approved and ordered paid this 10<sup>th</sup> day of April, 2018.

**COMMITTEE REPORTS**

**Mayor’s Report:**

Mayor Johnson stated that this Sunday will be the Daffodil Classic Bicycle Ride put on by the Tacoma Wheelman, which will be going through Buckley as the rest stop is typically set up in Buckley. Next Wednesday AWC will be holding a Small City Connector in Eatonville from 5-8 PM. There is no cost, and dinner will be provided. Anyone who can is encouraged to attend. Also, the Annual AWC Conference is June 26-29<sup>th</sup> and registration starts next week.

**Administration, Finance & Public Safety:**

Council member Tremblay stated that they met this morning and most topics of discussion were on the agenda this evening. The April 24<sup>th</sup> meeting will be cancelled.

**Transportation & Utilities:**

Council member B. Burkett stated they may post pone the 17<sup>th</sup> meeting.

**Community Services:**

Council member S. Burkett stated their next meeting will be April 26<sup>th</sup>.

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

Council member Smith stated he would like to discuss the email he received in his mail box pertaining to the trailers at the Buckley Eagles. Police Chief Arsanto stated that it has gotten to the point where certain trailers haven’t moved in months and people have started living there. The Police Department has been enforcing the 14-day rule.

**Council member B. Burkett moved to adjourn. Council member S. Burkett seconded the motion. Motion carried.**

**With nothing further the meeting was adjourned at 8:04 PM.**

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Mayor

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City Administrator

## E. COMMITTEE REPORTS