



**BUCKLEY CITY COUNCIL MEETING AGENDA**  
**August 28, 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 #14-18  
Next Resolution #18-07  
Next Agenda Bill #AB18-071

**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: Extending Moratorium on Marijuana Process & Production Pg. 8
2. Police Department Guild and Assistant Chief – Vacation Sell Back Pg.12
3. Boundary Line Adjustment – Mariglobal Inc. Pg.15
4. Boundary Line Adjustment – Hubbell – 1736 Collins Rd. Pg.28
5. 2018 Consolidated Utilities Project – Change Order #2 Pg.39
6. South Prairie Creek – Pipeline Removal Project Pg.41
7. Agreement – On-Call Consulting for City Clerk Support Pg.43

**D. Consent Agenda**

8. A. Approve Minutes of August 14, 2018 City Council Meeting Pg.52
- B. Claims

**E. Committee Reports**

9. Mayor's Report Johnson
- September Study Session**
10. Administration, Finance & Public Safety Tremblay
11. Transportation & Utilities B. Burkett
12. Community Services S. Burkett
13. Council Member Comments & Good of the Order



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

Aug 27	7:00 PM	Planning Commission
Aug 28	9:30 AM	Admin, Finance & Public Safety (City Hall)
Aug 28	7:00 PM	City Council
Sept 4	7:00 PM	City Council Study Session
Sept 10	10:30 AM	Buckley Hall Board
Sept 10	7:00 PM	Planning Commission
Sept 11	9:30 AM	Admin, Finance & PS (City Hall)
Sept 11	7:00 PM	City Council
Sept 18	7:00 PM	Transportation & Utilities (City Hall) – <b>BUDGET</b>
Sept 20	1:00 PM	Community Services (City Hall) – <b>BUDGET</b>
Sept 24	7:00 PM	Planning Commission
Sept 25	9:30 AM	Admin, Finance & PS(City Hall) - <b>BUDGET</b>
Sept 25	7:00 PM	City Council

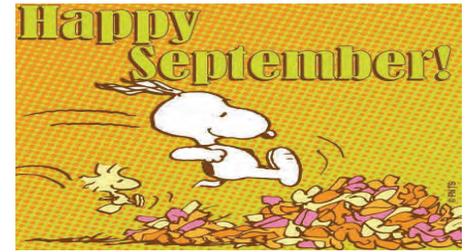
The above meetings will be held in the Multi-Purpose Center located at 811 Main Street unless otherwise noted.  
*Last Revised August 23, 2018*

# August 2018



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

# September 2018



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

## A. CITIZEN PARTICIPATION

## B. STAFF REPORTS

## C. MAIN AGENDA



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>ORD No. __-18: Extending Emergency Moratorium - Marijuana (Production &amp; Process - Citywide)</b>  Cost Impact: N/A Fund Source: N/A Timeline: N/A	<b>Agenda Date: August 28, 2018</b>		<b>AB18-071</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts	X	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		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
<b>Attachments:</b> Ordinance			
<p>SUMMARY STATEMENT: On March 27, 2018 the City Council adopted a six-month moratorium on the establishment, location, licensing or permitting of new marijuana production and processing facilities and operations in the City of Buckley. The initial six-month moratorium is scheduled to expire on September 23, 2018 and the City Planning Commission has not completed their work on recommending any subsequent changes to zoning regulations. Therefore the City Council intends to extend this moratorium for an additional six-months to allow the Planning Commission time to complete their review. In addition the Planning Commission is also concerned about potential adverse impacts associated with marijuana research facilities and is recommending that these facilities be included in the moratorium.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> None			
<b>RECOMMENDED ACTION:</b> Motion to Approve ORD No __-18 Extending the Six Month Moratorium on Marijuana Production & Processing Citywide and Adding Marijuana Research Facilities to the Moratorium.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

CITY OF BUCKLEY, WASHINGTON

ORDINANCE NO. \_\_-18

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON, EXTENDING A SIX-MONTH MORATORIUM AN ADDITIONAL SIX MONTHS ON THE ESTABLISHMENT, LOCATION, OPERATION, LICENSING AND PERMITTING OF MARIJUANA PROCESS AND PRODUCTION FACILITIES; ADDING MARIJUANA RESEARCH FACILITIES TO THE MORATORIUM AND FIXING A TIME WHEN THE SAME SHALL BE COME EFFECTIVE**

WHEREAS, on March 24, 2018 the Buckley City Council adopted Ordinance No. 04-18, an ordinance adopting a six month ban on the location, operation, licensing and permitting of marijuana process and production facilities; and

WHEREAS, the Buckley Planning Commission has been working diligently to formulate a recommendation on permanent regulations for marijuana facilities but needs additional time to forward its recommendation to the City Council; and

WHEREAS, the Buckley Planning Commission is also concerned about potential adverse impacts associated with marijuana research facilities and would like to include those facilities in the moratorium; and

WHEREAS, pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City may extend a six month moratorium an additional six months if a subsequent hearing is held and findings of fact are adopted prior to each renewal, NOW THEREFORE THE CITY OF BUCKLEY, PIERCE COUNTY, DOES ORDAIN AS FOLLOWS:

**Section 1.** The recitals above and the recitals in Ordinance No. 04-18 are hereby adopted by reference as the City Council's findings of fact in support of this ordinance. The City Council may, in its discretion, modify and/or adopt additional findings of fact at the conclusion of the public hearing set by this ordinance.

**Section 2.** Pursuant to the provisions of RCW 35A.63.220, the moratorium adopted by Ordinance No. 04-18 is hereby extended an addition six months to prohibit within the City of Buckley the establishment, location, operation, licensing and permitting of any facilities for marijuana processors or marijuana producers as defined by RCW 69.50.101 and 69.51A.010. The establishment, location, operation, licensing and permitting of marijuana research facilities is added to this prohibition. No building permit, occupancy permit or other development permit or

approval or business license shall be issued for any of the purposes, facilities, structures or activities associated with marijuana processors, marijuana producers and marijuana research facilities, provided that this moratorium shall not apply to pre-existing marijuana processors, marijuana research facilities or marijuana producers already in operation or with filed building permit applications. Any land use permits, business licenses or any other permit for any of these prohibited operations that are issued as a result of error or by use of vague or deceptive descriptions during the moratorium are null and void, and without legal force and effect.

**Section 4.** Nothing in this ordinance, by negative implication or otherwise, shall be construed as authorizing any drug related activities or land uses that are prohibited by state or federal law.

**Section 5.** As required by RCW 35A.63.220, the City Council hereby refers this moratorium to the Planning Commission to make a recommendation for permanent zoning regulations or a complete ban regulating marijuana research facilities, marijuana processors and marijuana producers.

**Section 6.** That as required by RCW 35A.63.220, a public hearing is set for October 9, 2018 for a public hearing in order to take public testimony and to consider adopting further findings to justifying the moratorium extension and revision adopted by this ordinance.

**Section 7.** That this ordinance shall be transmitted to the Washington State Department of Commerce, pursuant to RCW 36.70A.106.

**Section 8.** 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 9.** 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 and effect five days after publication.

Introduced, passed, and approved by the Buckley City Council on 28 August, 2018.

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

Attest:

\_\_\_\_\_  
Joanne Starr, City Clerk

APPROVED AS TO FORM:

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

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

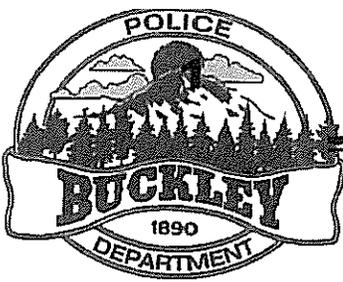
EFFECTIVE: \_\_\_\_\_



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>One-Time Vacation Buyback – Police Department</b>  Cost Impact: \$25,000 + Fund Source: Fund 001 ( PD Budget) Timeline: Immediate	<b>Agenda Date:</b> August 28, 2018		<b>AB18-072</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – 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
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
<b>Attachments:</b> Chief Letter & Guild Memorandum of Understanding (MOU)			
<p>SUMMARY STATEMENT: Due to the extreme shortage of staffing levels at the Police Department this year, the Police Chief has had to institute a policy of no vacations, which has led to an over accrual of vacation and holiday time for department employees. In order to prevent department employees from losing accrued time over and above the City threshold established under both Policy and Guild Contracts, the Chief is requesting that the City Council authorize a one-time buyback of vacation and holiday time down to the threshold levels authorized.</p> <p>Cost of this one-time request is estimated to be between \$25 - \$30K and the Chief has stated that the funding is available through his existing budget from unfilled staffing level vacancies.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: A/F 8/14/18			
<b>RECOMMENDED ACTION: MOTION to Approve the MOU Between the Police Guild and the City and Authorizing a One-Time Buyback of Vacation and Holiday Time for Police Department Employees Down to the Threshold levels Authorized by City Policy and Guild Contract.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	



Date: August 7, 2018

To: Mayor Johnson and City Administrator Dave Schmidt

Fr: Chief Jim Arsanto

Re: Assistant Chief Northam one time sell back

Dear Mayor Johnson and City Administrator Dave Schmidt:

You are both aware of how shorthanded the Police Department currently is and that I have been turning down vacation request from the employees. Assistant Chief Northam is no exception to this and has been pulling many shifts and working long weeks. This is what we do when things get tough and shifts need to be filled.

I am requesting that Assistant Chief Northam be allowed to do a onetime sell back on September 6, 2018 of his Vacation, Holiday and Admin time. I am requesting that Assistant Chief Northam be allowed to sell his Vacation down to 240 hours his Holiday down to 0 hours and his Admin time down to 0 hours.

This sell back would not affect the contractual sell back in December that Assistant Chief Northam would still be allowed to sell back the remaining 40 hours of vacation left for 2018.

Thank you both for your consideration on this topic and I look forward to hearing back from you.

Sincerely,

Jim Arsanto  
Police Chief  
City of Buckley  
360-829-3157  
Cell 253-377-9633

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE CITY OF BUCKLEY**

**And**

**BUCKLEY POLICE OFFICERS GUILD**

The City of Buckley "City" and Buckley Police Officers Guild "Guild" are parties to a collective bargaining agreement that addresses Holidays in Article 10 and Vacations in Article 20.

Due to staffing levels and operational needs, members have not been able to utilize vacation and holiday accruals, therefore the parties have agreed to enter into this memorandum of understanding to allow for vacation and holiday sellback in 2018. This is a one-time, non-precedent setting option that the City is providing to Guild members to voluntarily sellback vacation and holiday accruals and is in addition to the previously agreed to provisions of the contract .

The City will allow Guild members to sellback vacation that they have accrued in excess of the maximum accrual of 260 hours as provided for in Article 20 and to sellback holiday hours that they have accrued to a 10 hour balance at the end of July, as members will accrue 50 hours prior to the end of the year, as provided for in Article 10.

If a member makes a request to sellback vacation and/or holiday hours the City shall provide a check for the cash equivalent of the hours sold back by September, 6 2018.

Signed this 24<sup>TH</sup> day of July, 2018.

**BUCKLEY POLICE OFFICERS GUILD**



Jeff Plaster, Guild President

**THE CITY OF BUCKLEY**

Pat Johnson, Mayor

Dave Schmidt, City Administrator



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT: Boundary Line Adjustment – Mariglobal Inc.</b>	<b>Agenda Date: August 28, 2018</b>		<b>AB18-073</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		X
	City Clerk – Joanne Starr		
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Julie Bevaart		
	Planning Dept – Kathy Thompson		X
	Planning Dept – Leticia Wallgren	X	X
	Police Dept – Chief Arsanto		
Municipal Court – Jessica Cash			
	PW/Utilities – Chris Banks		
<b>Attachments:</b> Council Memo, BLA Staff Report			
<p><b>SUMMARY STATEMENT:</b></p> <p>Boundary Line Adjustment at 626 N River Ave to absorb the proposed “transfer area”- see staff report for a visual representation.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: <b>MOTION to Approve the Boundary Line Adjustment for Mariglobal Inc.</b>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

# CITY OF BUCKLEY

P.O. Box 1960 ♦ Buckley, WA 98321 ♦ (360) 761-7801

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## MEMO



To: Mayor Pat Johnson  
City Council Members  
From: Associate Planner Leticia Wallgren  
Date: August 23, 2018  
Re: Mariglobal Rezone; File # BLA-17-0001

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Mayor Johnson and Members of the City Council,

Attached is the staff report for the Boundary Line Adjustment at the lot located at 646 N River Ave, also known as the Mariglobal parcel. See below for a summary, history, and timeline of the subject project referred to as the Mariglobal Boundary Line Adjustment; you may recall approving a rezone for this lot earlier in the year. Detailed information can be found in the attached staff report and hearing examiner report & recommendation.

- **May 2015:** A building permit and application was submitted by the previous owner with Mariglobal Inc. as a co-applicant. The use, historically, was agriculture; the use will be continued.
- **July 2016:** Mariglobal Inc. completed the purchase of the subject parcel.
- **Early 2017:** After review of a survey submitted by the applicant, the city discovered encroachments onto a neighboring parcel. The encroachments were buildings constructed by the previous owner whom, we assume, was unaware that the area where the encroachments were discovered was not a part of his lot. The encroachments include a shed and the corner of a building. This could be remedied by either tearing down the buildings or moving the lot line.
- **March 2017:** Mariglobal Inc. applied for a Boundary Line Adjustment (BLA) in order to absorb the small slice of land between their parcel and the Copperwynd subdivision; this also happens to be the portion of land where the encroachments were discovered. See page 1 of the city staff report for a visual representation. The area labeled “transfer area” is the only portion of parcel B to be absorbed by parcel A (the Mariglobal parcel). During review of the BLA, it was discovered that parcel A and parcel B contained two different zoning designations resulting in the need for a rezone of the transfer area. The BLA has undergone a complete review and is approved contingent on the approval of the rezone.
- **November 2017:** Mariglobal Inc. applied for a rezone. The site-specific rezone is a quasi-judicial process that requires a hearing and a recommendation from the hearing examiner to the legislative body; in this case, the legislative body is the city council.
- **March 2018:** A hearing was conducted on March 28, 2018. The hearing included a presentation by associate planner, Leticia Wallgren who presented the findings in the staff

report to deputy hearing examiner, Terrence McCarthy. There was no public comment on the rezone aside from general inquiries.

- **April 2018**: The Report & Recommendation was received from the office of the hearing examiner on Tuesday, April 24, 2018.
- **May 2018**: The Report & Recommendation and the Rezone Proposal are before the City Council for approval.
- **May 2018** : The rezone was approved by the city council
- **August 2018**: The Boundary Line Adjustment is before the city council for approval.

### **Recommendation**

**City staff has reviewed the proposal known to the city as the “Mariglobal Boundary Line Adjustment” and recommends approval based on compliance to the standards set forth in Buckley Municipal Code Titles 18 and 19.**

# CITY OF BUCKLEY

P.O. Box 1960 ♦ Buckley, WA 98321 ♦ (360) 761-7801

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## BOUNDARY LINE ADJUSTMENT STAFF REPORT



**Project name:** Mariglobal Inc. Boundary Line Adjustment

**File number:** BLA-17-0001

### I. Introduction.

**To.** City Council

**From.** Associate Planner Leticia Wallgren

**Subject.** Staff Advisory Report: Findings, Conclusions, and Recommendations

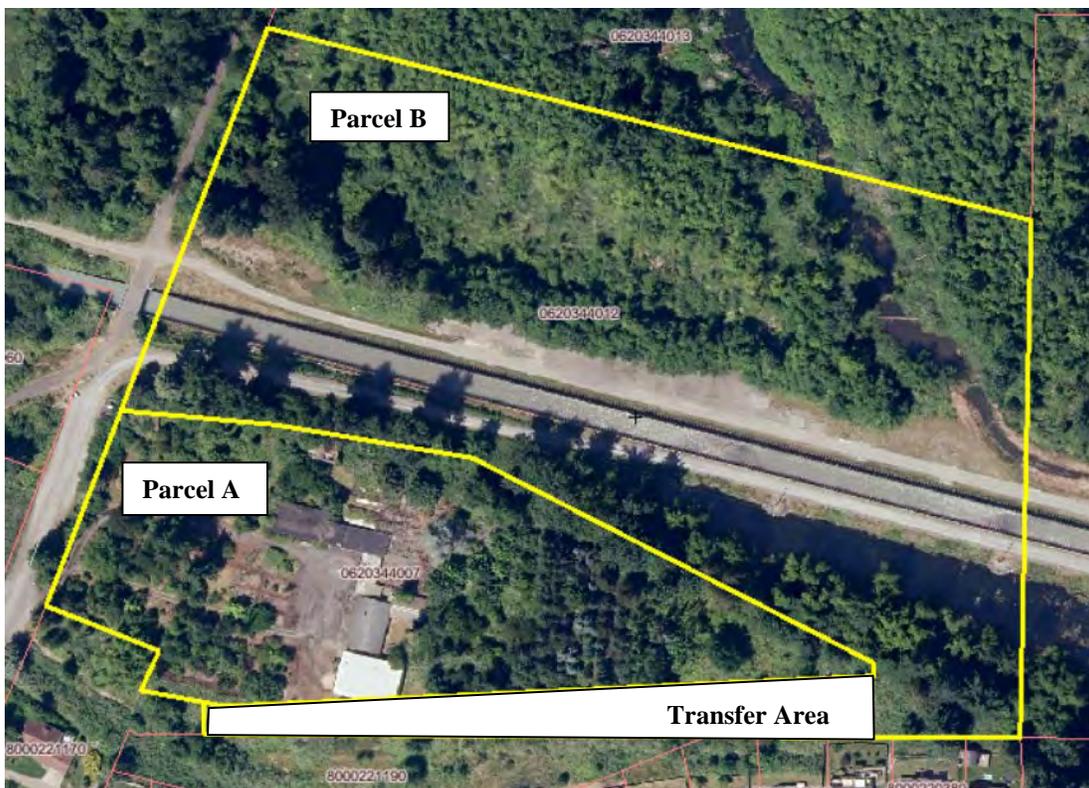
**Meeting.** Tuesday, August 28, 2018

City of Buckley Multi-Purpose Center

811 Main Street

Buckley, WA 98321

**Proposal.** Boundary Line Adjustment (BLA) to absorb the transfer area indicated below in Figure 1.



*Figure 1. Subject area including Parcel A, Parcel B, and the transfer area.*

## **II. Basic Information.**

### **A. Application Information.**

#### **1. Applicant.**

Mariglobal Incorporated.

#### **2. Contact and Contact Information.**

Larry Wagner.

253.230.4531

[Larrywagner1234@aol.com](mailto:Larrywagner1234@aol.com)

#### **3. Location, Address, Parcel Number, and RTSQ/q.**

a. The area between the property owned by the applicant and the Copperwynd plat was rezoned on May 8, 2018 to accommodate the BLA.

b. The Mariglobal parcel (parcel A) is located at 646 N. River Ave  
The Cascade parcel (parcel B) does not have an address but it is also located on N. River Ave.

c. Parcel A: 0620344007 (Mariglobal Parcel); Parcel B: 0620344012 (Cascade Parcel)

d. Both parcels' RTSQ/q: 06203444

### **B. Lot information.**

#### **1. Land Use.**

The previous use of parcel A was agricultural; Mariglobal will be continuing the use as marijuana grow-operation, which was considered "agricultural" at the time of building permit application. Mariglobal is vested in the agricultural use and therefore not subject to the current requirements related to the production of marijuana. The previous and continued use of parcel B is vacant undeveloped land, although prior owners of Parcel A constructed a storage shed on this portion of Parcel B for Parcel A's agricultural use.

#### **2. Lot Size and Characteristics.**

Parcel A: 4.88 acres (212,576 sf)

Parcel B: 12.44 acres (541,886 sf)

Transfer area: 41,553 sf.

#### **3. Terrain & Vegetation.**

a. The terrain of parcel A is relatively flat with the majority of the soil being Buckley loam. Much of the parcel is covered with trees, shrubs and grasses typical and characteristic of those generally found in Buckley.

b. The terrain of parcel B is mostly flat with the exception of the downslope leading to the flume; the majority of the soil of this lot is pilchuck fine sand. Parcel B sits at a slightly lower elevation than parcel A. It is also covered with trees, shrubs and grasses typical and characteristic of those generally found in Buckley.

**4. Neighboring Zoning & Land Use.**

- a. The land to the west is zoned Public (P) and is currently vacant and undeveloped.
- b. The land directly south is a single family development, Copperwynd, zoned R-8000, a residential zone.
- c. The land to the north and the east is land designated Sensitive (S); this land is currently vacant and undeveloped.

**5. History.**

- a. Parcel A, previously known as Buckley Nursery, was acquired by Mariglobal Inc. in June of 2016. The parcel contains several buildings which are designed for commercial agricultural use; the oldest of the three buildings was built in 1970. The site also contains three sheds along the outside borders which were likely added at a later date; specific details about the sheds are unknown.
- b. Parcel B was acquired by Cascade Water Alliance from Puget Sound Energy in December of 2009; the lot is vacant and undeveloped.

**C. Zoning/Comprehensive Plan Designations.**

<b>Parcel</b>	<b>Existing zoning</b>	<b>Proposed zoning</b>	<b>Comprehensive plan designation</b>
Parcel A	R-20,000	R-20,000	Urban Lower Density
Parcel B*	Sensitive	R-20,000	Urban Lower Density

\*Only the transfer area (the portion of land between parcel A and the Copperwynd development) is subject to the BLA request.

**D. Noticing Information**

**1. Public Participation and/or Notification.**

- a. Notice of Application (NoAp) was mailed to property owners within 300-feet on December 13, 2017. NoAp was posted at city posting locations including the city website on December 13, 2017. The NoAp was published in the Wednesday, December 20, 2017 legal section of the Enumclaw Courier Herald.
- c. The SEPA threshold determination of non-significance (DNS) was issued on February 14, 2018 with a comment period ending February 28, 2018. The DNS was mailed to property owners within 300-feet, posted in city posting locations and published in the Enumclaw Courier Herald on February 14, 2018.

### III. Code Review

#### A. 18.34.030 Review Standard

1. Payment of all fees owed to the city for its services, calculated pursuant to BMC 18.37.020. *On March 23, 2017, Mr. Steward paid the deposit and intake fee in the amount of \$545, City of Buckley Treasurer's Receipt # 47399. The deposit and intake fee do not include costs incurred by the city pursuant to BMC 20.01.265 which states: "the land use and/or permit applicant shall pay to the city all costs incurred by the city that are associated with processing the land use proposals and/or permits, including consultant costs. City and consultant reimbursables include, but are not limited to, staff time for application review, assessment, engineering, inspections, legal, secretarial, administrative costs, cost of publications and other city processing costs". Mr. Steward will be billed separately for costs incurred by the city.*
2. Survey and setting of all the corners of the new lot(s) by a licensed land surveyor. *On September 30, 2017, Mr. Steward submitted a survey reflecting the corners of the new lot- the survey was drawn by Holmvig, Dewitt, Gallion & Associates of Enumclaw, WA and stamped by professional land surveyor, Phil Sargent. The survey was accepted and approved by the city engineer on October 12, 2017.*
3. Execution of deeds and related documents by the affected owners and lienholders, on forms to be provided by the city and recorded by the applicant with the county in order to effectuate the lot/boundary line adjustment, with copies of the recorded documents returned to the city. *The application packet includes a deed recorded under # 201607290573 for parcel # 0620344007, a deed recorded under # 200912180783 for parcel #'s 0420121007 & 0420121006, Exhibit A (supplementary legal descriptions), and signed Authorization to Act.*
4. Determination of identity of affected owners by a title report or other documentation satisfactory to the city engineer. *In a letter dated September 18, 2017, from the city engineer to the assistant city planner, the city engineer stated that the submitted title reports are acceptable and meet the requirements of BMC 18.34.020(4). In the letter, the city engineer also mentioned the boundary line agreement between Mariglobal and Cascade Water Alliance.*
5. Such other conditions as may be necessary to protect the public health, safety and public welfare. *The BLA is approved under the following condition:*
  - i. *The southernmost shed (currently in the proposed transfer area) must be removed because it does not meet the setback requirement. If it were to be moved north to meet the setback requirement, the structure separation distance would not comply.*

#### B. 18.34.040 Approval- Authority- Finalization

1. The city planning director may approve the lot/boundary line adjustment request if it complies with the review criteria. The planning director may, in his or her discretion, defer to the city council the decision on lot/boundary line adjustment approval. The planning director must defer to city council approval for any lot/boundary line adjustment requested under BMC [18.34.030](#), or for any lot/boundary line adjustment affecting a cul-de-sac lot. *The BLA is before the city council for approval due to the non-conforming shape.*

2. After approval of any lot/boundary line adjustment by the planning director or city council, the applicant shall have a period of 60 calendar days to present the final lot/boundary line adjustment on the form as required by this chapter, for signature by all appropriate city officials. After the city has returned the executed lot/boundary line adjustment to the applicant, the applicant shall record the lot/boundary line adjustment with the Pierce County auditor's office within 30 calendar days. Failure to present the city with the formal lot/boundary line adjustment on the required form or to record the executed lot/boundary line adjustment with the county auditor within the time limits set forth herein shall render the lot/boundary line adjustment approval null and void. No lot/boundary line adjustment shall be deemed completed until such time it is recorded with the county auditor's office in accordance herein and a mylar copy of the recorded map is returned to the city. ***Mylar survey drawings are currently in the possession of the city and will be signed upon approval of the city council.***

### C. Zoning Classification

#### 19.20.040 R-20,000 residential zone.

- (1) Intent and Purpose. The R-20,000 zone is intended to preserve or provide for large urban lots to serve as a transition from rural densities outside the urban growth area. Parcels within this zone are in areas of known or suspected geological or hydrological restriction. ***The prior zoning designation of parcel A was Residential Agricultural (RA). This classification allowed the use of general agricultural which included the previous commercial use as a plant nursery. Even though parcel A is now in a residential zone, legal nonconforming use may continue pursuant to BMC 19.36.020 which states that buildings and uses which were legal at time of construction or initiation of use may continue. Should the BLA be approved, the use will be allowed within the transfer area.***
- (2) Performance Standards – Dimensional Requirements.
  - (a) Lot Area and Coverage.
    - (i) Lot Area. The minimum lot area for a single-family detached dwelling shall be 20,000 square feet except as permitted within a residential cluster development. ***Existing and proposed conditions are compliant.***
    - (ii) Lot Coverage. The maximum lot coverage of the primary dwelling unit shall be 25 percent, not including outbuildings or accessory dwelling units. The maximum lot coverage of all structures shall be 35 percent. The maximum of all impervious coverage, including driveways and sidewalks and related impervious surfaces, shall be 45 percent. Sustainable permeable driveways, decks, patios and other on-site permeable surfaces shall not be included in the impervious surface calculations. ***Existing and proposed conditions are compliant.***
    - (iii) Floor Area Ratio. The second story of single-family residences shall be smaller than the first story by 10 percent of the first floor area (square footage) footprint excluding attached garage, unless the bulk of the living space is located above the attached garage. ***Not applicable.***

- (b) Lot Dimensions. The minimum dimensions for any new lot or parcel shall be:
- (i) Minimum lot width: 70 feet, except as allowed in flag lots. ***Existing and proposed conditions are compliant.***
  - (ii) Minimum lot depth: 125 feet. ***Existing and proposed conditions are compliant.***
- (c) Setback Requirements. The minimum setback requirements shall be:
- (i) Front yard: 20-foot front yard, except where a front porch consisting of more than or equal to two-thirds of the total length of the living space of a house with a minimum six feet in depth exists, then the minimum front yard setback shall be 14 feet to the front of the porch. ***Existing and proposed conditions are compliant.***
  - (ii) Twelve-foot side yard. ***The existing shed is assumed to be legally established because the city has no documentation to prove that it wasn't; therefore it meets the nonconforming status of BMC 19.36 and does not need to be moved at this time; any repairs that exceed the value mentioned in BMC 19.36 will require it to conform to the setbacks in effect at the time of the repair.***
  - (iii) Thirty-five-foot rear yard. ***Existing and proposed conditions are compliant.***
  - (vi) Accessory Buildings and Uses. Accessory structure(s) may be permitted subject to the permitted uses in BMC [19.20.130](#) and the performance standards of BMC [19.22.120](#) and [19.22.130](#), and also subject to provision of a minimum 10-foot clearance between each structure and the principal dwelling. ***The accessory structures will be reviewed during the site plan review process.***
  - (vii) Off-street parking requirements shall be per Chapter [19.28](#) BMC. (Ord. 15-17 § 2, 2017; Ord. 22-08 § 1 (Exh. A), 2008; Ord. 22-05 § 1, 2005. Formerly 19.20.030). ***Off-street parking is as required in BMC 19.34.***

#### **19.20.120 S environmentally sensitive area.**

- (1) Intent and Purpose. The purpose of the sensitive zone is to protect, conserve, and manage sensitive areas next to the shoreline, provide for recreation and public use in conjunction with the shoreline master program, to sustain the existing natural character of these sensitive areas, preserve or enhance the natural environment, and allow careful development of these areas for public enjoyment and recreation. Development in this zone should cause no net loss to shoreline functions. ***The most notable environmental sensitivity exists in the north portion of parcel B where there is a wetland (see figure 2). The transfer area for the rezone is over 400 feet from the wetland. The building closest to the development in the subject area is over 300 feet away. The rezone should not affect the wetland.***



Figure 2. The area in pink indicates a wetland on Parcel B.

- (2) Lot Area and Coverage. No minimum requirements for lot area or lot coverage. ***Noted.***
- (3) Lot Dimensions. No minimum requirements. ***Noted.***
- (4) Setback Requirements. ***If the BLA is approved, the setback requirements will be pursuant to the requirements of the zone in which it is approved.***
  - (a) Required building setbacks shall be 15 feet from the required critical area buffer. ***All buildings in the subject area are more than 300 feet from the wetland.***
    - (i) If no critical area exists in the construction site area, setbacks shall be in accordance with building code requirements. ***Noted.***
    - (b) Building setbacks from rights-of-way shall be 10 feet to allow for utility easement in the rights-of-way. ***The transfer area contains no portion within a right-of-way.***
- (5) Parking Requirements. Off-street parking requirements shall be as specified under Chapter [19.28](#) BMC. ***There will not be parking within the transfer area.***
- (6) Roads and Utilities. Standards for street and utility construction shall be as specified under Chapter [17.08](#) BMC, except that development shall cause no net loss to shoreline functions; any waiver requests to alter standards shall be considered with the overriding Shoreline Management Act goal for no net loss of shoreline functions. (Ord. 01-13 § 8, 2013; Ord. 01-12 § 12, 2012; Ord. 22-08 § 1 (Exh. A), 2008; Ord. 22-05 § 1, 2005). ***There are utilities available in the subject area but they do not necessarily apply to this BLA.***

## D. Buckley Comprehensive Plan

### 1. Element 1, Land use; goals & Policies.

**Policy 1.1.3** With all new development and redevelopment, the city should carefully consider the way buildings, streets, and the spaces between them relate to one another, and strive to create a vibrant, welcoming urban environment. *The rezone will allow for the transfer area to become part of parcel A which means that, upon approval, parcel A will abut the Copperwynd development to the south. To the north and to the east, is vacant undeveloped land and directly west is River Ave; across River Ave. is vacant undeveloped land. The existing facility on parcel A is surrounded by thick vegetation barrier such as trees, shrubs and grasses. In the case of such a facility, separating uses is purposeful and intentional.*

**Goal 1.2** The city should carefully consider critical areas and their buffers before areas are designated for development. Development potential should be preserved by allowing smaller lots in the non-critical areas to reduce the loss of density. If preservation is not possible, development should protect the critical areas and augment or replace the area before construction is permitted. *There is a wetland in subject area; the buildings on parcel A are separated from the wetland by approximately 320 feet. The rezone should not affect the wetland.*

**Policy 1.2.2** Identify and preserve an integrated system of open space corridors and/or buffers to provide definition between critical areas and intensive land uses through cooperation with groups such as land trusts or environmental protection organizations. *The applicant submitted a SEPA checklist with the rezone application; Comments from the Department of Ecology and the Tacoma-Pierce Department of Health indicated no further action was needed on a previously documented environmental issue.*

**Policy 1.3.1** Protect and restore biodiversity and of supporting habitats in order to enjoy the benefits of important ecosystem services. *The applicant submitted a SEPA checklist with the rezone application; city staff issued a determination of non-significance (DNS) on February 14, 2018.*

**Policy 1.3.2** Identify and protect wildlife corridors before and during land development by using development restrictions, public education, and incentives. *The applicant submitted a SEPA checklist with the rezone application; city staff issued a determination of non-significance (DNS) on February 14, 2018. Comments from the Department of Ecology and the Tacoma-Pierce Department of Health indicated no further action was needed on a previously documented environmental issue. Further, the applicant is subject to comply with all environmental standards set forth to by the State of Washington, State agencies, and the City of Buckley.*

**Policy 1.5.2** Development in the city should promote livability through the following:

3. Development should limit stress factors such as noise, traffic, and damage to existing ecology. *The applicant submitted a SEPA checklist with the rezone application; city staff issued a determination of non-significance (DNS) on February 14, 2018.*

**Policy 1.9.3** Development approvals should be contingent upon facilities already being in place as the development occurs. The following actions constitute development: a building permit, subdivision approval, rezoning, shoreline permit, variance, or any other official action that affects the development of land. Provision for development application review and the timing of the actual impacts caused by

the different types of developments should be adopted in the city's concurrency management system as part of the land development regulations. *If the rezone is approved, the transfer area will become part of parcel A which has established utilities.*

- . **Policy 1.9.4** Land developers should be financially responsible for onsite and off-site improvements that reduce direct impacts of the development. These improvements **may** include, but are not limited to, street improvements, installation of traffic safety features, paths and/or sidewalks, utility construction, utility capacity expansion, and drainage ways. *Improvements will be addressed at the time of Site Plan Review.*
  - . **Policy 1.9.6** The city should not issue development permits that result in a reduction of the level of service (LOS) standard for the public facilities identified in the capital facilities element. *Noted.*
- 2. Element 2, Housing; goals and policies.**
- . **Policy 2.1.6** Existing farms and residences should be protected by provision of buffers, fences, and distances. *The existing facility on proposed parcel A (including transfer area) is surrounded by vegetation barrier such as trees, shrubs and grasses. No fence barrier exists but it's possible that the construction of a fence or some form of barrier will be recommended as a condition at the time of Site Plan Review.*
  - . **Goal 2.6** Encourage open space dedication and green building techniques in new construction. *The applicant's plans indicate that several existing buildings will be reused including one building within the transfer area.*
- 3. Element 3, Economic Development; goals and policies.**
- . **Goal 3.1** Promote, develop, and enhance a strong and sustainable economic climate. *The rezone will facilitate commercial development in Buckley.*
  - . **Goal 3.7** Ensure regulation balances economic growth with the quality of life and the environment. *The rezone will facilitate commercial development in Buckley while considering environmental elements. The SEPA process was used to navigate the environmental element of the rezone; city staff issued a determination of non-significance on February 14, 2018.*
- 4. Element 4, Urban design; goals and policies.**  
This element contains no goal or policy pertinent to this rezone.
- 5. Element 5, Transportation (2005 comp plan); goals and policies.**  
This element contains no goal or policies pertinent to this rezone.
- 6. Element 6, Parks & recreation; goals and policies.**  
This element contains no goal or policies pertinent to this rezone.
- 7. Element 7, Capital facilities (2005 comp plan); goals and policies.**  
This element contains no goal or policies pertinent to this rezone.
- 8. Element 8, Utilities (2005 comp plan); goals and policies.**  
*There are utilities available in the subject area that do not necessarily apply to this*

*rezone. This element contains no goal or policies pertinent to this rezone but likely does contain goals or policies pertinent to the project as a whole.*

**IV. CONCLUSIONS & STAFF RECOMMENDATION.**

**. Comprehensive Plan**

*The proposal meets the listed goals and policies of the comprehensive plan.*

**. Buckley Municipal Code**

*Based upon a review of facts and findings staff determined that the Boundary Line Adjustment will be consistent with Buckley Municipal Code.*

**Based upon a review of facts and findings, city staff determined that the proposal will be consistent with the comprehensive plan and Buckley Municipal Code; the city recommends that the BLA be granted as submitted and seeks final approval from the city council.**



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Leticia Wallgren, Associate City Planner

**08/20/18**

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Date



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT: Boundary Line Adjustment – Hubbell – 1736 Collins Rd.</b>	<b>Agenda Date: August 28, 2018</b>		<b>AB18-074</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		X
	City Clerk – Joanne Starr		
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Julie Bevaart		
	Planning Dept – Kathy Thompson		X
	Planning Dept – Leticia Wallgren	X	X
	Police Dept – Chief Arsanto		
Municipal Court – Jessica Cash			
	PW/Utilities – Chris Banks		
<b>Attachments:</b> BLA Staff Report			
<p>SUMMARY STATEMENT:</p> <p>Boundary Line Adjustment (BLA) to reconfigure the lots in the vicinity of 1736 Collins Rd. resulting in two large lots and one small lot.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
<b>RECOMMENDED ACTION: MOTION to Approve the Boundary Line Adjustment for Tom Hubbell at 1736 Collins Rd.</b>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	



**City of Buckley  
Planning Department  
Land Use Staff Report**

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**Proposal Name:** Hubbell Boundary Line Adjustment

**Proposal Address:** 1736 Collins Rd

**Proposal Description:** Reconfigure three similarly sized lots (parcels 7535000230, 7535000320, and 7535000310) resulting in two large lots and one smaller lot.

**File Number:** BLA-18-0003

**Applicant:** Tom Hubbell

**Contact:** Tom Hubbell (360)829-0154

**Planner:** Leticia Wallgren

**State Environmental Policy (SEPA) Threshold Determination:** **Exempt**

**Decisions Included:** **Recommendation to City Council**  
**Department Decision:** **Approval Recommended**



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Leticia Wallgren, Associate Planner  
City of Buckley  
Date: 08/20/2018

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**Application Date:** **July 12, 2018**  
**Notice of Application:** **N/A**  
**Decision Publication Date:** **TBD**  
**Appeal Deadline:** **14 days after final decision**

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For information on how to appeal a proposal, visit the Building and Planning office at 811 Main St. or call (360)761-7817. Appeal of the decision must be received by 4pm on the date noted for appeal of the decision.

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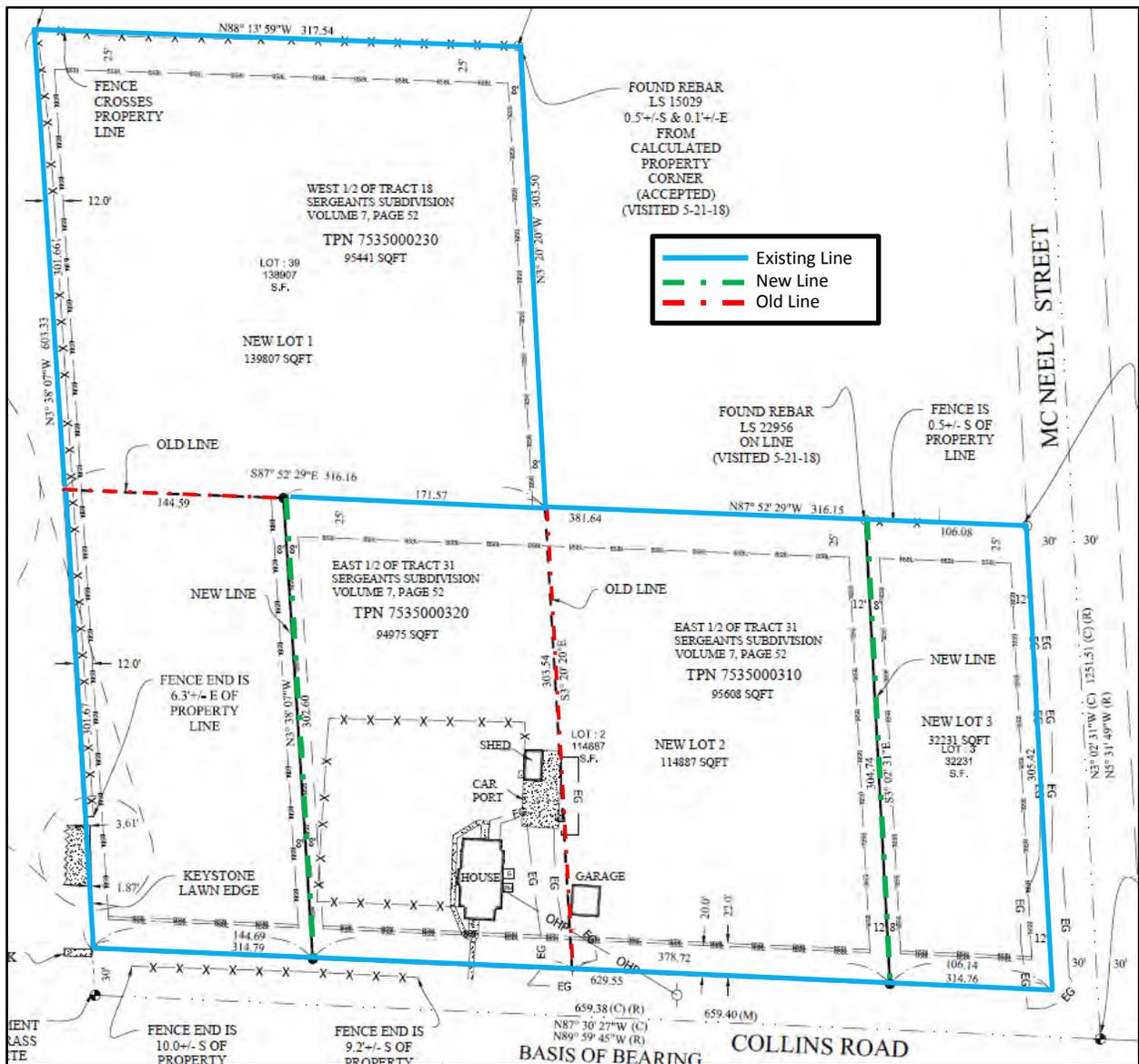
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### I. Proposal Description

The proposal involves three lots that are roughly the same size; parcel # 7535000230 (95,441 sf), parcel # 7535000320 (94,975 sf), and parcel # 7535000310 (95,608 sf) will be reconfigured to create two large lots and one small lot. The first proposed lot, new lot #1, will be 139,807 sf. This lot will be a non-conforming shape and because of that, the BLA will have to be presented to city council for final approval. The remaining two lots will be rectangular in shape. The surrounding lots are zoned R-8,000; to the west are vacant lots and to the north, east & south are developed single family lots. All lots have a comprehensive plan designation of ULD (Urban Low Density).



## **II. Site Description, Zoning & Land Use Context**

### **A. Site Description**

The site consists of three relatively flat parcels. Two of the parcels are largely undeveloped and contain vegetation typical of residential zones such as grass, shrubs and trees. The parcel farthest north seems to be maintained but the one farthest east appears to be fairly raw with thick vegetation. On the remaining parcel, there is a single family dwelling and two detached accessory units.

### **B. Zoning**

The subject lots are zoned R-8,000, a single family residential zone which requires a minimum lot area of 8,000 sf. Other residential uses permitted in the R-8,000 zone are cottage developments, duplexes, townhomes and residential cluster. Such uses may have less stringent requirements for minimum lot area. See table 1 for proposal consistency with land use requirements.

### **C. Land Use Context**

The subject lot has a Comprehensive Plan Land Use Designation of Urban Low Density (ULD). The proposed boundary line adjustment is consistent with the single-family comprehensive plan use designation. The surrounding neighborhood context is mostly single family. See section IV below for review of consistency with the comprehensive plan.

## **III. Consistency with Land Use Code Requirements**

### **A. Performance Standards**

The site is located in the R-6,000 zone; the proposed short plat conforms to the general performance standards of the zone. See **Table 1** below.

**Table 1.** Performance Standards

Performance Standards		
<b>Zoning Designation</b>	R-8,000	
<b>Gross Lot Area</b>	See proposed minimum lot area	
<b>Standard</b>	<b>Required/Allowed</b>	<b>Proposed</b>
<b>Minimum lot area</b>	SFR: 8,000 sf	Lot 1: 139,807 sf Lot 2: 114,887 sf Lot 3: 32,231 sf
<b>Minimum lot width</b>	Width: 70'	Lot 1: 317' Lot 2: 382' Lot 3: 106'
<b>Minimum lot depth</b>	Depth:100'	Lot 1: 304' Lot 2: 303' Lot 3: 305'
<b>Building setbacks</b> <ul style="list-style-type: none"> <li>• <b>Front</b></li> <li>• <b>Garage</b></li> <li>• <b>Side</b></li> <li>• <b>Rear</b></li> </ul>	Front: 20' Garage: 22' <sup>1</sup> Side:8'/12' Side (Corner Lot): 15' Rear: 25'	<b>Lot 1:</b> Front: 20' Side: 8'/12' Rear: 25' <b>Lot 2:</b> Front: 20' Side: 8'/12' Rear: 25' <b>Lot 3 (Corner Lot):</b> Front: 20'/12' Side: 8'/25'
<b>Lot Coverage</b>	<b>35% Primary structure</b> Lot 1: 48,932 sf Lot 2: 40,210 sf Lot 3 : 11,280 <b>45% All structures</b> Lot 1: 62,913 sf Lot 2: 51,699 sf Lot 3: 14,503 sf <b>60% All impervious</b> Lot 1: 83,884 sf Lot 2: 68,932 sf Lot 3: 19,338 sf	<b>35% Primary structure</b> Lot 2: 1,720 sf Lot 1 & 3: TBD <sup>2</sup> <b>45% All structures</b> Lot 2: 3,320 sf Lot 1 & 3: TBD <sup>3</sup> <b>60% All impervious</b> Lot 2: 3,865 sf Lot 1 & 3: TBD <sup>4</sup>

<sup>1</sup> If the garage is accessed from the alleyway, the setbacks will be reduced depending on the orientation of the garage. See BMC 19.20.020(c)(ii)(A).

<sup>2</sup> There are currently no plans for building. Lot coverage will be determined at time of building permit.

<sup>3</sup> There are currently no plans for building. Lot coverage will be determined at time of building permit.

<sup>4</sup> There are currently no plans for building. Lot coverage will be determined at time of building permit.

**IV. Consistency with Comprehensive Plan**

**A. Element 1, Land use; goals & Policies**

**Goal 1.1**

Buckley should provide a healthy and productive environment for its citizens and preserve its small town character.

The proposal includes the creation of at least one lot that is suitable for single family residential which will add to the city's current housing stock. The other two lots are proposed to be larger single family lots and are characteristic of many lots in Buckley.

**Goal 1.2**

The city should carefully consider critical areas and their buffers before areas are designated for development. Development potential should be preserved by allowing smaller lots in the non-critical areas to reduce the loss of density. If preservation is not possible, development should protect the critical areas and augment or replace the area before construction is permitted.

The city will consider critical areas in future development. Minor land use decisions do not generally trigger SEPA requirements.

**Goal 1.5**

Housing types should be mixed and meet the needs of all segments of the population.

The proposal will create at least one new lot for single family residential and one larger lot for future development.

**Goal 1.8**

Have a well-maintained, interconnected system of multi-functional parks, recreational facilities and open spaces that is attractive, safe, and available to all segments of the city's population; and supports the community's established neighborhoods and small-town atmosphere.

At the time of development, the applicant shall conform to any applicable requirements listed above as dictated by the city engineer.

**Goal 1.9**

Coordinate an orderly provision of public facilities with public and private development activities that complements the fiscal resources of the city.

At the time of development, the applicant shall conform to any applicable requirements listed above as dictated by the city engineer.

**B. Element 2, Housing; goals and policies**

**Goal 2.1**

**Preserve Buckley's existing housing character through integration of new development and redevelopment with the city's historic, small-town character.**

The proposal will be integrated into an established neighborhood.

**Goal 2.2**

Maintain low density multifamily uses in more dense single family zones.

Multifamily development will be encouraged where possible.

**Goal 2.3**

Promote creation of affordable housing options throughout the city for all segments of the population.

The variation of lot sizes created as a result of the proposal create opportunities for a diverse set of land owners.

**Goal 2.4**

Encourage pedestrian, bike, healthy food choices, gathering places, and auto connections within and between neighborhoods, schools, parks, and commercial areas, as described in Element 5.

Pedestrian connections and frontage improvements may be imposed on the applicant at time of development as indicated by the city engineer. Generally, at the very least, frontage improvements are required which would include curb/gutter/sidewalk.

**Goal 2.5**

Areas identified as vacant or underused in the county's buildable lands program should be prioritized (targeted) for development.

One of the existing lots is listed as underused; the other two are listed as vacant.

**V. Summary of Technical Review**

**A. Engineering**

In a letter dated August 13, 2018, the city engineer stated that the proposed lot line adjustment appears to have adequate drainage, access to water supply and sanitary sewer disposal, and /or access for vehicles, utilities and fire protection in accordance with BMC 18.34.030 (1) (e) with utilities available from Collins Rd.

**VI. State Environmental Policy Act (SEPA)**

As a minor land use decision, this project is SEPA exempt. Future development/building permits may be trigger SEPA review.

**VII. Decision Criteria**

**A. 18.34.020 Adjustment Request- Contents**

The request for lot/boundary line adjustment shall be accompanied by and shall contain the following:

1. The completed application and fee per adopted city resolution;

The completed application and applicable fee were collected on July 12, 2008.

2. A scale drawing of the affected lots, including the dimensions of the lot before and after the proposed lot/boundary line adjustment, and a plot plan as appropriate showing the location and dimensions of existing structure(s) in relation to the proposed lot/boundary line adjustment as prepared by a professional land surveyor;

*A scale drawing by professional surveyors, Holmviq, Dewitt, Gallion and Associates was submitted with the completed application on July 12, 2018; the drawing contains all necessary information.*

3. The names, addresses and signatures of all persons having any ownership interest or a lien upon the affected parcel;

*The name, address and signature line are indicated on the survey drawing and will be present on the mylars for final approval.*

4. A title abstract from a title company authorized to do business in the state of Washington, showing all encumbrances against the property and the names of the persons in whom title is vested and no older than 30 days.

*A title abstract was submitted with the application materials. The title report is dated July 2 and was submitted on July 12.*

#### **B. 18.34.030 Adjustment Request- Review Standard**

The city planning director and engineer shall review the proposed lot line adjustment request in accordance with the following standards:

1. The affected lots must be in the same zoning classification;

*The affected lots are in the R-8,000 zone.*

2. The resulting lots must have dimensions meeting the minimum lot size requirements in effect at the time the request is made for the zone in which each lot is located, except as provided in subsection (2) of this section;

*The proposed lots meet the minimum lot sized for the zone. See **table 1** above.*

3. Setbacks in effect at the time the request is made must be met as to all structures upon the lot as they relate to the new lot line;

*All proposed setbacks meet requirements for the zone they are in. See **table 1** above.*

4. The shapes of the resulting lots must not be inconsistent with the general lot configuration for other lots in the area, and other existing city codes relating to lot shapes, except as provided in subsection (2) of this section;

*The proposal is before the city council for approval.*

5. No lot shall be created which does not have adequate drainage, access to water supply and sanitary sewer disposal, and/or access for vehicles, utilities and fire protection.

*See section V above.*

**C. 18.34.040 Approval- Authority-Finalization**

1. The city planning director may approve the lot/boundary line adjustment request if it complies with the review criteria. The planning director may, in his or her discretion, defer to the city council the decision on lot/boundary line adjustment approval. The planning director must defer to city council approval for any lot/boundary line adjustment requested under BMC 18.34.030, or for any lot/boundary line adjustment affecting a cul-de-sac lot. The BLA is before the city council for approval.

*The BLA is before the city council for approval due to non-conforming lot shape of proposed lot # 1.*

2. After approval of any lot/boundary line adjustment by the planning director or city council, the applicant shall have a period of 60 calendar days to present the final lot/boundary line adjustment on the form as required by this chapter, for signature by all appropriate city officials. After the city has returned the executed lot/boundary line adjustment to the applicant, the applicant shall record the lot/boundary line adjustment with the Pierce County auditor's office within 30 calendar days. Failure to present the city with the formal lot/boundary line adjustment on the required form or to record the executed lot/boundary line adjustment with the county auditor within the time limits set forth herein shall render the lot/boundary line adjustment approval null and void. No lot/boundary line adjustment shall be deemed completed until such time it is recorded with the county auditor's office in accordance herein and a mylar copy of the recorded map is returned to the city.

*Upon approval of the BLA, the city will request a mylar copy of the survey drawing.*

**D. 18.34.050 Approval-Conditions**

The following requirements are conditions of approval:

1. Payment of all fees owed to the city for its services, calculated pursuant to BMC 18.37.020;

*The applicant paid the fee of \$545 to the city on July 12, 2018.*

2. Survey and setting of all the corners of the new lot(s) by a licensed land surveyor;

*Holmwig, Dewitt, Gallion and Associates in Enumclaw, WA. The drawing was surveyed and drawn by professional surveyors*

3. Execution of deeds and related documents by the affected owners and lienholders, on forms to be provided by the city and recorded by the applicant with the county in order to effectuate the lot/boundary line adjustment, with copies of the recorded documents returned to the city;

*These documents do not apply to this project.*

4. Determination of identity of affected owners by a title report or other documentation satisfactory to the city engineer;

*In a letter dated August 13, 2018, the city engineer stated that the title submitted appears to meet the requirements of BMC 18.34.020.*

5. Such other conditions as may be necessary to protect the public health, safety and public welfare.

*No other conditions were required by city staff.*

**VIII. Conclusion/Decision/Recommendation**

**Based on satisfactory compliance with the standards set forth in Buckley Municipal Code Titles 18 & 19, and the goals & policies of the adopted Comprehensive Plan, city staff recommends approval of the proposed Boundary Line Adjustment (BLA).**



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>2018 Consolidated Utilities Project – Change Order #2</b>  Cost Impact: \$52,018.75 Fund Source: Fund 405 and 406 Timeline: Immediate	<b>Agenda Date:</b> August 28, 2018		<b>AB18-075</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller	X	X
	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		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks	X	X
<b>Attachments:</b> Change Order #2			
<p>SUMMARY STATEMENT: On July 10, 2018 the City awarded bid of the 2018 Consolidated Utility Project Schedules B through D to Pivetta Brothers Construction Inc. for the bid price of \$1,066,818.47. In follow-up to the award the City Council approved Change Order #1 on July 24 that encompassed replacing the old deteriorated water main on C Street while the street is opened up for stormwater improvements.</p> <p>The attached change order covers two items that include: the replacement and restoration of two plugged side sewers on Pearl Street for a cost of \$42,418.75; and additional concrete pipe removal on “C” Street for a cost of \$9,600, for a total change order cost of \$52,018.75. Staff is requesting and recommending that the City Council approve the change order for the not to exceed price of \$52,018.75.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: U/T 8/21/18			
RECOMMENDED ACTION: <b>MOTION to Approve the 2018 Consolidated Utility Project Change Order #2 for a Not to Exceed Cost of \$52,018.75.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	



**1812 Pease Ave**  
**Sumner, WA 98390**  
**(253) 862-7890**

<b>To:</b> City Of Buckley	<b>Contact:</b>
<b>Address:</b> 933 Main Street	<b>Phone:</b>
Buckley, WA 98321	<b>Fax:</b>
<b>Project Name:</b> 2018 Utilities Project, City Of Buckley Change Order	<b>Bid Number:</b>
<b>Project Location:</b> Buckley, WA	<b>Bid Date:</b> 8/15/2018

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>01. Side Sewers</b>					
01	Fence Repair	1.00	LS	\$600.00	\$600.00
02	Paving Permanent Trench Patch	2.00	EACH	\$1,100.00	\$2,200.00
03	Pouring Concrete Sidewalks	2.00	EACH	\$1,100.00	\$2,200.00
04	Prep For Hard Surfacing	475.00	SF	\$13.00	\$6,175.00
05	Removal Of Hard Surfacing	475.00	SF	\$13.25	\$6,293.75
06	Sawcutting	250.00	LF	\$3.00	\$750.00
07	Side Sewers To Be Replaced	2.00	EACH	\$8,250.00	\$16,500.00
08	Traffic Control	7.00	DY	\$1,100.00	\$7,700.00
<b>Total Price for above 01. Side Sewers Items:</b>					<b>\$42,418.75</b>
<b>02. Concrete Pipe Removal</b>					
09	Sawcutting	75.00	LF	\$3.00	\$225.00
10	Driveway Removal	1.00	EACH	\$2,225.00	\$2,225.00
11	Prep For Hard Surfacing	1.00	DY	\$4,850.00	\$4,850.00
12	Remove 36" Concrete Pipe	20.00	LF	\$115.00	\$2,300.00
<b>Total Price for above 02. Concrete Pipe Removal Items:</b>					<b>\$9,600.00</b>
<b>Total Bid Price:</b>					<b>\$52,018.75</b>

<p><b>ACCEPTED:</b>          The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b>  <b>Pivetta Brothers Construction</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Justin Reynolds          (425) 788-5871 justin@pivetta.com</p>
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# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>South Prairie Creek – Pipeline Removal Project</b>  Cost Impact: \$15,925.25 Fund Source: Fund 406 Timeline: Immediate	<b>Agenda Date:</b> August 28, 2018		<b>AB18-076</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller	X	X
	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		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks	X	X
<b>Attachments:</b> Eng. Memo w/Bid Results			
<p><b>SUMMARY STATEMENT:</b> On August 22, 2018 the City received bids from two contractors to complete the remaining work on the South Prairie Stream Crossing Project. The work remaining was related to stream and bank restoration that was conditioned under the Pierce County Shorelines Permit that was issued after the original project was completed.</p> <p>The low bid to complete this restoration work was submitted by Prime Cut Construction for a price of \$15,925.25. The City had previously budgeted \$50K to complete this work so the bid is far below what was anticipated. Staff is requesting and recommending that the City Council award bid of this project to Prime Cut Construction for their bid price of \$15,925.25.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> U/T 8/21/18			
<b>RECOMMENDED ACTION:</b> <b>MOTION to Approve the Bid of the South Prairie Creek Pipeline Removal Project to Prime Cut Construction for the Bid Price of \$15,925.25.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

**MEMORANDUM**

TO: CHRIS BANKS  
CITY OF BUCKLEY

FROM: DOMINIC MILLER, P.E. *DJM*

DATE: AUGUST 22, 2018

SUBJECT: REVIEW OF BIDS, SOUTH PRAIRIE CREEK  
PIPELINE REMOVAL PROJECT

G&O PROJECT NO.: 16204.01

Based on conditions of a Shoreline Substantial Development Permit from Pierce County, the City is required to have the old concrete encased water transmission main removed from South Prairie Creek. The active water transmission main has been installed on a cable bridge that spans South Prairie Creek. The City has obtained a Hydraulic Project Approval (HPA) from the Washington Department of Fish & Wildlife to complete the Project.

Gray & Osborne solicited bid proposals via the limited public works process from three qualified contractors to complete the pipeline removal project. The bid proposals were due via electronic mail by 3:00 p.m. on Wednesday, August 22, 2018. The solicited bidders and the bid amounts received are summarized in Table 1.

**TABLE 1**

**Pipeline Removal Project Bids, Including Sales Tax**

Contractor	Bid Amount
Prime Cut Construction, Battleground, WA	\$15,925.25
Hoffman Construction, Enumclaw, WA	\$21,232.56
Pivetta Brothers Construction, Sumner, WA	No Bid Received

The low responsive bidder, Prime Cut Construction, LLC of Battle Ground, WA, is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. Based on our evaluation, we recommend that the project be awarded to the lowest responsive, responsible bidder, Prime Cut Construction, LLC, P.O. Box 1331, Battle Ground, WA 98604.

DJM/sp



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Agreement – On-Call Consulting for City Clerk Support</b>	<b>Agenda Date:</b> August 28, 2018		<b>AB18-077</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		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		
	Municipal Court – Jessica Cash		
PW/Utilities – Chris Banks			
<b>Attachments:</b> Agreement			
<p>SUMMARY STATEMENT: Our current City Clerk, Joanne Starr, is retiring August 31, 2018 and her replacement is scheduled to start the week before Joanne leaves, which leaves the City with almost no time to train and familiarize the new person with City operations, files, contracts, grants, project reporting requirements, etc. As has been done in the past, we would like to retain Joanne on a temporary basis as an on-call consultant that the new City Clerk can use for knowledge and information as she transitions into the new position. This agreement will be for the hourly amount established for the City Clerk position through the adopted Taxes, Rates &amp; Fee's Schedule.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: U/T 8/21/18			
RECOMMENDED ACTION: <b>MOTION to Approve the On-Call Consulting Agreement for City Clerk Support.</b>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

**AGREEMENT FOR PROFESSIONAL CONSULTING  
SERVICES BETWEEN THE CITY OF BUCKLEY AND  
JOANNE STARR, CITY CLERK CONSULTANT**

THIS AGREEMENT is made this \_\_\_ day of August, 2018, by and between the City of Buckley (hereinafter referred to as "City"), a Washington Municipal Corporation, and Joanne Starr, an independent contractor (hereinafter referred to as "Service Provider").

WHEREAS, Service Provider is a previous employee of the City who served in the capacity of City Clerk; and

WHEREAS, the Service Provider while employed with the City has gained invaluable knowledge, expertise and familiarity with the City's administration, project/grant management and record keeping; and

WHEREAS, the new incoming City Clerk has been out of the field for several years and would benefit from having an experienced consultant available to guide and assist with familiarizing them with City processes; and

WHEREAS, Service Provider will be retired, but is residing in Enumclaw and is available to communicate with the new City Clerk as needed; and

WHEREAS, the City desires to contract with Service Provider on an "on-call" basis for a limited period to act as a mentor and assist the new City Clerk in managing the Clerk's Department, and Service Provider agrees to contract with the City for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

**TERMS**

- 1. Description of Work.** Service Provider shall perform work as described in Attachment A, Scope of Work, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the City. The Service Provider warrants that she has the requisite training, skill, and experience necessary to provide the Services. The Service Provider agrees to perform the services to the City for an estimated 15 hours per month, or for the actual hours necessary to complete the work on a time basis as approved by the City Administrator.
  
- 2. Payment.**
  - A. The City shall pay Service Provider at the rate of sixty dollars (\$60.00) per hour for the services performed. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment

within ten (10) days after the submittal of each approved invoice. Such invoice shall detail the hours worked, and a description of the tasks performed.

B. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion utilizing the dispute resolution process described in this agreement.

**3. Relationship of Parties.** The Parties intend that the Service Provider shall be an independent contractor and that the Service Provider has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Service Provider sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Service Provider shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Service Provider shall pay all income and other taxes due except as provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Service Provider, shall not be deemed to convert this Agreement to an employment contract. Even though Service Provider is an independent contractor, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion

**4. Project Name.** City Clerk Consulting.

**5. Duration of Work.** Service Provider shall perform the services described in Attachment A through December 31, 2018. PROVIDED, the City Administrator at the request of the City Clerk and Service Provider may extend this agreement on the same terms and conditions in up to six (6) month increments through December 31, 2019.

**6. Termination.**

A. Termination Upon the City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon sixty (60) days written notice to the Service Provider.

B. Termination Upon the Service Provider's Option. The Service Provider shall have the option to terminate this Agreement at any time. Termination shall be effective upon sixty (60) days written notice to the City.

C. Termination for Cause. If Service Provider refuses or fails to complete the tasks described in Attachment A, or to complete such work in a manner unsatisfactory to

the City, then the City may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have thirty (30) days to cure, to the satisfaction of the City or its representative. If Service Provider fails to cure to the satisfaction of the City, the City shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.

D. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Administrator shall make the final determination about what services have been satisfactorily performed.

7. **Assignment and subcontracting.** The Service Provider shall not assign any portion of this Agreement without the written consent of the City. The parties agree that the services provided for herein are personal to the Service Provider who was accepted by the City for this contract based upon his personal skills and experience. It is further agreed that consent for an assignment must be sought by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment.
8. **Taxes.** City will not withhold federal or state taxes. All compensation received by the Service Provider will be reported to the Internal Revenue Service at the end of the calendar year in accordance with applicable IRS regulations.
9. **Indemnification / Hold Harmless.** The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

10. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

- 11. City's Right of Supervision, Limitation of Work Performed by Service Provider.** Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- 12 Work Performed at Service Provider's Risk.** Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
- 13. Ownership of Products and Premises Security.**

  - A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.
  - B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.
- 14. Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.
- 15. Assignment.** Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.
- 16. Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- 17. Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

**18. Dispute Resolution.** The Parties shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. Disagreements will be resolved promptly and at the lowest level of authority. Each Party shall notify the other in writing of any problem or dispute. This written notice shall include:

- (1) A description of the issue to be resolved;
- (2) A description of the difference between the Parties on the issue; and
- (3) A summary of steps taken by the Parties to resolve the issue.

The Parties shall meet within ten (10) business days of receiving the written notice and attempt to resolve the dispute. In the event the Parties cannot resolve the dispute (and that dispute is not subject to some other formal appeal process), the City and the Service Provider mutually agree to use a formal dispute process such as mediation, through an agreed-upon mediator and process. All costs for mediation services would be divided equally between the City and the Service Provider. Each party would be responsible for the costs of their own legal representation. The parties shall use the mediation process in good faith. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year above written.

**CITY OF BUCKLEY**

**SERVICE PROVIDER**

By: \_\_\_\_\_  
Patricia Johnson, Mayor

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

**CITY CONTACT**

Dave Schmidt, City Administrator  
City of Buckley  
P.O. Box 1960  
Buckley, WA 98321  
Phone: 360-829-1921  
E-mail: dschmidt@cityofbuckley.com

**SERVICE PROVIDER CONTACT**

Joanne Starr  
304 Warwick Street  
Enumclaw, WA 98022  
Phone: (253) 208-6551 (mobile)  
Phone: (360) 825-0959 (home)  
E-mail: mountaingoddess@comcast.net

**ATTEST/AUTHENTICATED**

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Office of the City Attorney

## **EXHIBIT “A”**

### **SERVICES**

The contractor will assist in mentoring and training the new City Clerk by:

- Assisting with maintaining current grants and managing projects and ensuring that all submittals, tracking and reports are completed correctly and in a timely fashion.
- Oversee and advise in preparation of the application for the next records grant cycle for submittal in July, 2019.
- Oversee and advise amending the City’s business license code and inserting the new required model language, resulting in an ordinance approved by Council and submittal to the DOL Business License Service for approval before October 17, 2018.
- Oversee and assist with Council packet preparation in City Administrator’s absence.
- Assist the new City Clerk in the processing of ordinances, resolutions and meeting minutes, City contracts and other documents.
- Assist the new City Clerk with Public Records Requests and City Event Applications.
- Continue to mentor and assist the new City Clerk by answering questions, reviewing procedures, and helping with other tasks as needed.

## D. CONSENT AGENDA

**City Council  
August 14, 2018**

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

Upon roll call the following Council members were present: Tremblay, Bender, S. Burkett, Smith, B. Burkett and Leggett. Also in attendance were City Administrator Schmidt, Police Chief Arsanto and Public Works Superintendent Banks.

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

Mayor Johnson asked if there were any other additions, deletions, or changes to the agenda. There were none.

**Council member Tremblay moved to approve the agenda as presented. Council member B. Burkett seconded the motion. Motion carried.**

**CITIZEN PARTICIPATION**

**Marvin Sundstrom – 881 Sheets Rd. Buckley, WA 98321**

Marvin Sundstrom distributed a letter to all Council members with his current concerns and questions pertaining to the Rainier Gateway project and the offer he made to the City at the previous Council meeting.

**Florence Jones – 451 Couls Ave. Buckley, WA 98321**

Florence Jones voiced her concerns with the Rainier Gateway project and interfering with the parks and Veterans Memorial along highway 410. She would like to see a grocery store, Denny's, Starbucks or even a BECU ATM that she believes would be a convenience for the citizens of Buckley. She believes the Rainier Gateway project would not be beneficial to Buckley's "small town".

**Don Panton – 662 Klink St. Buckley, WA 98321**

Don Panton stated that a couple of weeks ago he had a resident of Rainier State School try to enter his house. Don called 911, which is now through SS911, and they had no idea what Rainier State School was or what a mentally disabled resident meant and it was extremely frustrating. Police Chief Arsanto is going to relay this to SS911 as he is receiving more complaints about 911 calls.

**Kathy Metzler – 376 Division St. Buckley, WA 98321**

Kathy Metzler stated that she would like to ask the Council to consider leaving a large green space around the Veterans Memorial while considering this project. I would like to ask the Council to also consider development that would be healthful and helpful to the community and those citizens who live, work and play here and want to purchase healthy groceries here.

**John Griffen – 13112 284st Ave. South Buckley, WA 98321**

John Griffen stated that he is the Corner Master for the local VFW and would like the Council to be very considerate of what they put in the park strip and be very careful what they do with the Veterans Memorial. I understand the City is going to grow but I would like this to stay as a park.

**STAFF REPORTS**

Public Works Superintendent Banks updated the Council on many of the project going on around the City and what status each project is currently in.

City Administrator Schmidt stated that interviews for the City Clerk were on Thursday and Mayor Johnson offered an individual the job. This individual has lots of Clerk experience including her Master Clerk certification, and she will be starting within the next couple weeks. Budget meetings are scheduled to start this week and I am currently working on a salary survey.

**MAIN AGENDA**

**Equipment Maintenance Agreement (WWTP & PW) – Cummins, Inc.:**

**Council member Tremblay moved to Approve Renewal of the Service Agreement between the City and Cummins NW to Perform Service and Maintenance on the City’s two named generators. Council member Leggett seconded the motion. Motion carried.**

**DOL Contract - Court:**

**Council member Smith moved to approve the Interagency Data Sharing Agreement between the Municipal Court and the Washington Department of Licensing. Council member Leggett seconded the motion. Motion carried.**

**Final Acceptance – Public Works Building Remodel Project:**

**Council member Tremblay moved to Approve Final Acceptance of the Public Works Building Remodel Project. Council member S. Burkett seconded the motion. Motion carried.**

**Consideration of Sundstrom Purchase Offer for PC Parcel #8000050200:**

**Council member Tremblay moved to reject the Sundstrom Offer to Purchase PC Parcel #8000050200. Council member Leggett seconded the motion. Motion carried.**

**CONSENT AGENDA**

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

Approve Minutes of July 24, 2018 City Council Meeting  
Approve Minute of August 7, 2018 City Council Study Session

Claim check numbers 58706 through 58795 in the amount of \$243,467.65, for the period of July 25, 2018 through August 14, 2018; Payroll check numbers 37334 through 37382 in the amount of \$86,660.50, and ACH/EFT payroll in the amount of \$298,939.11 for the month of July, 2018; and Treasurer check numbers 12082 through 12095 in the amount of \$7,080.51, and ACH/EFT treasurer payments in the amount of \$12,126.75 for the month of July, 2018 are hereby approved and ordered paid this 14<sup>th</sup> day of August, 2018.

### **COMMITTEE REPORTS**

**Mayor's Report:** Mayor Johnson stated she spent some time in Olympia with Pierce County Parks doing a grant presentation for a parking lot on Jefferson and Highway 410. This will be a new trail head parking lot.

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

Council member Tremblay stated they met this morning and discussed sell backs for the Police Department since they are extremely short staffed. Fire stated that the Fire Academy will have about 12-16 recruits and a Safe Grant has been processed for assistance with funding for the academy. Fire Chief Predmore also stated if any Council member would like to come to the station to take a tour of how everyday operations are run within the station, they are welcome to. Staff changes are occurring throughout the entire City right now.

#### **Transportation & Utilities:**

Council member B. Burkett stated they will be meeting August 21<sup>st</sup>.

#### **Community Services:**

Council member S. Burkett stated they will be meeting August 16<sup>th</sup>.

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

Council member Smith encourages all of his colleagues to go to the Police Station and take a look at the parking lot to see the new garage, but to also pay attention to the parking lot as he thinks it's a potential risk to both citizens and police staff.

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

**With nothing further the meeting was adjourned at 7:58 PM.**

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Mayor

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City Administrator

## E. COMMITTEE REPORTS