



**BUCKLEY CITY COUNCIL MEETING AGENDA**  
**January 8, 2019**  
**Multi-Purpose Center, 811 Main Street**  
**City Council Meeting**  
**Opening 7:00 P.M.**

Call to Order  
Pledge of Allegiance  
Roll Call of Council Members

Next Ordinance #01-19  
Next Resolution #19-01  
Next Agenda Bill #AB19-001

**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. Agreement with Youth Activities Board                                   | Pg. 7  |
| 2. Agreement – TIB Grant Funding – FY 2020 Overlay Project, Naches Street  | Pg. 11 |
| 3. Agreement – TIB Grant Funding – Cedar Street, Main St. to Jefferson St. | Pg. 25 |
| 4. Local 286 Bargaining Unit Revision #2                                   | Pg. 38 |
| 5. Purchase of Bus/Van   | Pg. 70 |
| 6. Engineering Scope of Work – Spiketown Culvert Additional Permitting     | Pg. 72 |
| 7. 2018 Utilities Project – Change Order No. 7                             | Pg. 77 |
| 8. UGA Discussion  | Pg. 80 |

**D. Consent Agenda**

- |  |         |
|--|---------|
| 9. A. Approve Minutes of December 11, 2018 | Pg. 101 |
| B. Vouchers                                |         |

**E. Committee Reports**

- |   |            |
|---|------------|
| 10. Mayor's Report                              | Johnson    |
| 11. Administration, Finance & Public Safety     | Tremblay   |
| 12. Transportation & Utilities                  | B. Burkett |
| 13. Community Services                          | S. Burkett |
| 14. Council Member Comments & Good of the Order |            |

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



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

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## CITY OF BUCKLEY MEETING LIST

January 2019

Jan. 1	7:00 PM	City Council Study Session <b>CANCELLED</b>
Jan. 8	9:30 AM	Admin, Finance, & PS (City Hall)
Jan. 8	7:00 PM	City Council
Jan. 14	10:30 AM	Buckley Hall Board
Jan. 14	7:00 PM	Planning Commission
Jan. 15	7:00 PM	Transportation & Utilities (City Hall)
Jan. 17	1:00 PM	Community Services (City Hall)
Jan. 22	9:30 AM	Admin, Finance, & PS (City Hall)
Jan. 22	7:00 PM	City Council
Jan. 28	7:00 PM	Planning Commission

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

# January 2019



Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 	2	3	4	5
6	7	8 9:30 A/F/PS  7 City Council	9	10	11	12
13	14 10:30 Buckley Hall Board 7 Planning Commission	15  7 Transportation & Utilities	16	17  1 Community Services	18	19
20	21 	22 9:30 A/F/PS  7 City Council	23	24	25	26
27	28  7 Planning Commission	29	30	31		

## A. CITIZEN PARTICIPATION

## B. STAFF REPORTS

## C. MAIN AGENDA



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b> <b>Agreement – Buckley Youth Activities Board</b>	<b>Agenda Date: January 8, 2019</b>		<b>AB19-001</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 – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		X
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
<b>Attachments:</b> Agreement			
<p>SUMMARY STATEMENT: This agreement is for the purpose of clarifying responsibilities and promoting cooperation between the City and the Buckley Youth Activities Board in providing a fun, safe environment for youth ages 8 – 18 of the White River School District Area and the City owned Buckley Youth Activities Center.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS			
<p>RECOMMENDED ACTION: <b>Move to approve the Agreement with the Buckley Youth Activities Board.</b></p>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
1/8/2019			

CITY OF BUCKLEY and BUCKLEY YOUTH ACTIVITIES  
COOPERATIVE AGREEMENT  
FOR PROGRAMS AND OPERATION OF THE BUCKLEY YOUTH ACTIVITIES CENTER

This agreement is made and entered into between the City of Buckley, a Washington municipal corporation (hereinafter “the City”) and Buckley Youth Activities, a Washington nonprofit corporation acting through its board of directors (hereinafter “BYAB) for the purpose of clarifying responsibilities and promoting cooperation between the City and the BYAB in providing a fun, safe environment for eight to 18 age youth of the White River School District area at the City-owned Buckley Youth Activities Center (BYAC) , 251 S. River Ave., Buckley, WA, through educational, social, and recreational classes and activities.

Whereas, the City provides staff, volunteers, facility and funding for operational costs for the BYAC basic programs, services and activities through the City’s general fund; and

Whereas, the BYAB provides funding for supplemental staffing, program activities and service costs for the BYAC through fund raising activities and community support; and

Whereas, both the City and the BYAB desire to maintain their existing cooperative effort in providing White River School District area youth, between 8 and 18 years of age, with educational, social, and recreational activities, and community programs and services at the BYAC and enter into this agreement to clarify their relationship and responsibilities in such cooperative effort,

NOW, THEREFORE, in consideration of the mutual benefits received by the provisions of this cooperative agreement, the City and the BYAB agree as follows:

1. **Joint use of facility.** For purposes of carrying out and performing its responsibilities, the BYAB is permitted for the term of this agreement, to share use of the BYAC with the City under the direction of the City’s Community Services Director or the Director’s designee. The BYAB agrees that the BYAC is fit for the purposes intended by the BYAB and agrees that the City makes no warranty or guarantee of any kind that the BYAC is fit for any particular purpose.

2. **Responsibilities.** The following chart lists the respective responsibilities of the City and the BYAB:

BYAB	CITY
<i>Responsibilities:</i>	<i>Responsibilities:</i>
<ul style="list-style-type: none"> <li>Recruit and sustain active and contributing BYAB members.</li> <li>Hire, supervise and evaluate staff whose sole purpose is to support board functions.</li> </ul>	<ul style="list-style-type: none"> <li>Hire, supervise and, where appropriate, evaluate all service delivery staff and volunteers including background checks in accordance with City policies.</li> </ul>
Collaboratively with City staff: <ul style="list-style-type: none"> <li>Determine program, activities and services as recommended to the City to be delivered through strategic and annual plans.</li> <li>Prepare and monitor the annual BYAB budget which supports supplemental activities and staff.</li> <li>Establish and monitor measurements of program and activities success.</li> </ul>	<ul style="list-style-type: none"> <li>Collaboratively work with the BYAB to determine basic and supplemental program, activities and services as identified in the City’s and BYAB’s annual plans, budgets, policies and contracts.</li> <li>Prepare and provide quarterly BYAC financial, program and grant (i.e. Violence Prevention Grant) achievement reports to the BYAB.</li> </ul>
<ul style="list-style-type: none"> <li>Conduct fundraising activities including grants, event productions and other strategies to support the center and youth programs.</li> <li>Prepare and provide quarterly Board financial reports to City.</li> <li>Maintain equipment purchased or donated to the BYAB and not gifted to the City.</li> </ul>	<ul style="list-style-type: none"> <li>Implement basic and supplemental programs, activities and services as identified in the City’s and BYAB’s annual plans, budgets, policies and contracts.</li> <li>Maintain all equipment used in the BYAC that was purchased by the City or gifted by the BYAB.</li> <li>Operate programs, services, activities and facilities in accordance with adopted rules and regulations of the local state and federal government.</li> </ul>
<ul style="list-style-type: none"> <li>Establish and fund contracts with the City of Buckley and others for service delivery and fund development management.</li> </ul>	<ul style="list-style-type: none"> <li>Provide resources to implement BYAC basic programs, activities and services to include staff and operational costs.</li> </ul>
<ul style="list-style-type: none"> <li>Identify and maintain partnerships and promote community support for the center and youth programs.</li> </ul>	

3. **Hold Harmless and Indemnification.** The City and the BYAB mutually agree to protect, and hold harmless the other, its officers, employees and authorized agents from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the other, its officers, employees and authorized agents, arising out of or in connection with any acts or activities authorized by this cooperative agreement.

4. **Non-Discrimination.** In accordance with Title VI of the Civil Rights Act of 1964, the City and the BYAB mutually assures the other that no business or person shall, on the basis of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be otherwise

discriminated against under the programs and activities at the BYAC. In addition, the City and the BYAB shall affirmatively support non-discrimination practices, including in the selection and retention of their respective employees, contractors, subcontractors or in the procurement of material and equipment.

5. **Term of Agreement.** This cooperative agreement shall continue in effect until terminated by either party, by giving the other written notice of their intent to terminate the agreement at least 180 days in advance of the termination date. Provided, this agreement may be terminated with 30 days advance notice to a party in breach of their responsibilities under this agreement. In the event of termination, the BYAB, its officer, employees and authorized agents shall immediately vacate the BYAC. This contract can be amended at any time if mutually agreed upon in writing by both parties.

6. **No assignment of rights.** This agreement is specific to the parties based upon their history, programs, organizational goals and values and the BYAB shall not assign any of its rights or privileges granted by this cooperative agreement to any party without the express written consent of the City.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF BUCKLEY

BUCKLEY YOUTH ACTIVITIES

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Authorized Signature



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>TIB Grant Agreement – FY 2020 Overlay Project, Naches Street from Park Ave. to Mason Ave.</b>  Cost Impact: \$29,604 Fund Source: Fund 102 (Street Cap) & Grant Timeline: 2019-2020	<b>Agenda Date: January 8, 2019</b>		<b>AB19-002</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 – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
PW/Utilities – Chris Banks		X	
<b>Attachments:</b> Letter of Award and Agreement			
SUMMARY STATEMENT: Agreement between the City and TIB accepting the \$255,530 grant for FY 2020 Overlay Project on Naches Street from Park Ave. to Mason Ave.			
COMMITTEE REVIEW AND RECOMMENDATION: None			
<b>RECOMMENDED ACTION: MOVE to approve TIB Grant Funding Agreement for FY 2020 Overlay Project, Multiple Locations.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
1/8/2019			



# Washington State Transportation Improvement Board

**RECEIVED**

**NOV 27 2018**

**City of Buckley**

November 16, 2018

## TIB Members

Chair  
Mayor Glenn Johnson  
City of Pullman

Vice Chair  
Commissioner Richard Stevens  
Grant County

Amy Asher  
RiverCities Transit

Alyssa Ball  
Office of Financial Management

Aaron Butters, P.E.  
HW Lochner Inc.

Jeff Carpenter, P.E.  
WSDOT

Barbara Chamberlain  
WSDOT

Elizabeth Chamberlain  
City of Walla Walla

Mike Dahlem  
City of Sumner

Sue Dreier  
Pierce Transit

Commissioner Terri Drexler  
Mason County

John Klekotka, P.E.  
Port of Everett

Commissioner Robert Koch  
Franklin County

John Koster  
County Road Administration Board

Colleen Kuhn  
Human Services Council

Mayor Ron Lucas  
Town of Steilacoom

Mick Matheson, P.E.  
City of Mukilteo

David Ramsay  
Feet First

Councilmember Mike Todd  
City of Mill Creek

Mr. Dave Schmidt  
City Administrator  
City of Buckley  
Post Office Box 1960  
Buckley, WA 98321-1960

Dear Mr. Schmidt:

Congratulations! We are pleased to announce the selection of your project, FY 2020 Overlay Project, Multiple Locations, TIB project number 2-P-808(006)-1.

Total TIB funds for this project are \$255,530.

Before any work is allowed on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and sign;
- Sign both copies of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB;

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by November 16, 2019 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or e-mail [GregA@TIB.wa.gov](mailto:GregA@TIB.wa.gov).

Sincerely,

Ashley Probart  
Executive Director

Enclosures

Ashley Probart  
Executive Director

P.O. Box 40901  
Olympia, WA 98504-0901  
Phone: 360-586-1140  
Fax: 360-586-1165  
[www.tib.wa.gov](http://www.tib.wa.gov)

Small City Preservation Program (SCPP)

***Approved Segment Listing***

FY 2020 Overlay Program

**BUCKLEY**

Street	Termini	Pavement Length	Pavement Width
Naches Street	Park Ave to Mason Ave	1,400 feet	27 feet



City of Buckley  
2-P-808(006)-1  
FY 2020 Overlay Project  
Multiple Locations

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Buckley  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2020 Overlay Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Buckley, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$255,530 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

#### 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

#### 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

#### 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

#### 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### 9.0 DEFAULT AND TERMINATION

##### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

##### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

### 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

### 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



City of Buckley  
2-P-808(006)-1  
FY 2020 Overlay Project  
Multiple Locations

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Buckley  
AGREEMENT

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1.0 PURPOSE

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2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

## 5.0 TERM OF AGREEMENT

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## 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

## 7.0 ASSIGNMENT

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## 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## 9.0 DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

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b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.

c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

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Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer                      Date

\_\_\_\_\_  
Executive Director                              Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



# Project Funding Status Form

Agency Name: **BUCKLEY**  
Project Name: **FY 2020 Overlay Project  
Multiple Locations**

TIB Project Number: **2-P-808(006)-1**

Verify the information below and revise if necessary.

Return to: Transportation Improvement Board • PO Box 40901 • Olympia, WA 98504-0901

## PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

## PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
BUCKLEY	29,604	
WSDOT	0	
Federal Funds	0	
<b>TOTAL LOCAL FUNDS</b>	<b>29,604</b>	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

### Mayor or Public Works Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

### Financial Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>TIB Grant Agreement – Cedar Street, Main St. to Jefferson S.</b>  Cost Impact: \$42,685 Fund Source: Fund 102 (Street Cap) & Grant Timeline: 2019-2020	<b>Agenda Date: January 8, 2019</b>		<b>AB19-003</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
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		X
<b>Attachments:</b> TIB Grant Agreement			
SUMMARY STATEMENT: Agreement between the City and TIB accepting the \$384,165 grant for Cedar Street, Main St. to Jefferson St.			
COMMITTEE REVIEW AND RECOMMENDATION: None			
<b>RECOMMENDED ACTION: MOVE to approve TIB Grant Funding Agreement for Cedar Street, Main St. to Jefferson St.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
1/8/2019			



# Washington State Transportation Improvement Board

November 16, 2018

**RECEIVED**

**NOV 27 2018**

**City of Buckley**

## TIB Members

Mr. Dave Schmidt  
City Administrator  
City of Buckley  
Post Office Box 1960  
Buckley, WA 98321-1960

Dear Mr. <sup>Dave</sup> Schmidt:

Congratulations! We are pleased to announce the selection of your project, Cedar Street, Main St to Jefferson St, TIB project number 6-P-808(014)-1.

Total TIB funds for this project are \$384,165.

Before any work is allowed on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and sign;
- Submit the section of your adopted Six Year Transportation Plan listing this project;
- Sign both copies of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB;

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by November 16, 2019 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

No federal funding has been identified in your project and was a factor in its selection. Federalizing this project may result in disallowing cost increase requests.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or e-mail [GregA@TIB.wa.gov](mailto:GregA@TIB.wa.gov).

Sincerely,

Ashley Probart  
Executive Director

Enclosures

- Chair  
Mayor Glenn Johnson  
City of Pullman
- Vice Chair  
Commissioner Richard Stevens  
Grant County
- Amy Asher  
RiverCities Transit
- Alyssa Ball  
Office of Financial Management
- Aaron Butters, P.E.  
HW Lochner Inc.
- Jeff Carpenter, P.E.  
WSDOT
- Barbara Chamberlain  
WSDOT
- Elizabeth Chamberlain  
City of Walla Walla
- Mike Dahlem  
City of Sumner
- Sue Dreier  
Pierce Transit
- Commissioner Terri Drexler  
Mason County
- John Klekotka, P.E.  
Port of Everett
- Commissioner Robert Koch  
Franklin County
- John Koster  
County Road Administration Board
- Colleen Kuhn  
Human Services Council
- Mayor Ron Lucas  
Town of Steilacoom
- Mick Matheson, P.E.  
City of Mukilteo
- David Ramsay  
Feet First
- Councilmember Mike Todd  
City of Mill Creek

Ashley Probart  
Executive Director

P.O. Box 40901  
Olympia, WA 98504-0901  
Phone: 360-586-1140  
Fax: 360-586-1165  
[www.tib.wa.gov](http://www.tib.wa.gov)



City of Buckley  
6-P-808(014)-1  
Cedar Street  
Main St to Jefferson St

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Buckley  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Cedar Street, Main St to Jefferson St (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Buckley, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$384,165 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

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TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
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4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

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This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

## 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

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The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

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- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
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- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

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Executive Director                              Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



City of Buckley  
6-P-808(014)-1  
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By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer                      Date

\_\_\_\_\_  
Executive Director                              Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



# Project Funding Status Form

Agency Name: **BUCKLEY**  
Project Name: **Cedar Street**  
**Main St to Jefferson St**

TIB Project Number: **6-P-808(014)-1**

Verify the information below and revise if necessary.

Return to: Transportation Improvement Board • PO Box 40901 • Olympia, WA 98504-0901

## PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

## PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
BUCKLEY	42,685	
WSDOT	0	
Federal Funds	0	
<b>TOTAL LOCAL FUNDS</b>	<b>42,685</b>	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

### Mayor or Public Works Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

### Financial Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>		<b>Agenda Date: January 8, 2019 AB19-004</b>	
<b>Local #286 Bargaining Unit Agreement – Revision #2</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
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		X
<b>Attachments:</b> Revised Agreement			
<p><b>SUMMARY STATEMENT:</b> The revision being presented for consideration incorporates language changes into the current Collective Bargaining Unit Agreement between the City and the Local #286 to clarify the following ambiguities in the existing language:</p> <ul style="list-style-type: none"> <li>• Section 7.5.1 - Standby/On call – clarifies when an on-call supervisor is eligible for call back pay; and</li> <li>• Section 14.3 – H.R.A. – clarifies that the City will pay for the cost of administrative fees for an HRA; and</li> <li>• Appendix A – A.5 - Additional Testing – quantifies what the stipend amount is for wastewater treatment plant operators performing laboratory testing for the Town of Carbonado.</li> </ul>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> A/F/PS 1/8/19 (tentative)			
<b>RECOMMENDED ACTION: MOTION to Approve Revision #2 of the 2018-2020 Collective Bargaining Unit Agreement between the City and the Local #286.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
1/8/2019			

# 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, 2018 through December 31, 2020

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, 2018 through December 31, 2020

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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, 2018 through December 31, 2020

**PREAMBLE**

THIS **SECOND** 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 – Deleted (10/23/18)**

## **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 \$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 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 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 employees 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 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**

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.

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 without accruing callback pay, unless the on-call supervisor is required to report back to the City in response to the callout. The standby supervisors will consist of the Public Works and WWTP supervisors. Designated supervisor will dispatch after hour calls as follows;

**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.

**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

**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.

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

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 King's 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.

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, 2018 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 January 1, 2018 employees shall begin contributing 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:

HRA Contribution	City Contribution Amount/Employee
Employee	\$1,200

\*Note: In addition to the annual contributions the City will fund any administrative costs that the HRA provider charges to manage each account.

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 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 If the City Administrator receives from an employee in the bargaining unit a written authorization which authorizes the Employer to deduct from the pay of the employee amounts for the payment

of regular and periodic dues of the Union and agreement by the Employee to indemnify and hold the City harmless as set forth in section 18.2 of this agreement, the Employer shall honor the authorization and make an appropriate allotment to the Union pursuant to the authorization. Any such assignment payroll deduction and payment to the Union shall be made at no cost to the exclusive representative or the employee.

- 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. Except that should the Union or an employee provide written notification to the Employer that the employee withdraws their authorization to deduct regular and periodic dues from their pay and the City through administrative error upon receipt of the written notification continues to deduct these dues; the City will indemnify the Union against loss from a claim by the employee arising from the continued deduction of these dues and be willing to accept financial responsibility to the employee for these continued deductions.
- 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, 2018 and shall remain in effect through December 31, 2020. 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.

**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 \_\_\_\_\_, 2019.

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: \_\_\_\_\_  
Bryan Raby, Labor Relations Specialist

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**

<b>Public Works &amp; Clerical Department Employee Salaries (3.0%)</b>						
<b>(January 1, 2018 to December 31, 2018)</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	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**

<b>Years continued employment</b>	<b>Longevity pay in addition to normal monthly base pay</b>
10 – 14 years	\$70.00 per month
15 – 19 years	\$97.00 per month
20 – 24 years	\$125.00per month
25 – 29 years	\$155.00per month
30 years and above	\$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 \$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
- 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, Wastewater Treatment Plant Operator(s) shall be selected from assigned certified personnel and~~ paid an additional stipend for **laboratory testing** ~~performed for Wilkeson and~~

the Carbonado Wastewater Treatment Plant while this work is being performed under contract between the City of Buckley and Town of Carbonado. The monthly stipend for each operator shall be equal to 2% of their base monthly rates of pay and shall be in addition to any certification incentives that they are eligible for under Section A.5 of the current Union Agreement. The payment of this stipend shall be effective as of February 1, 2018 and operators shall be eligible for retroactive pay for any amount between the effective date and date of the amendment to this section.

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. 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.

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, 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").

- 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.  *Note: 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 License	6 months	Step C
		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
<b>Street/Stormwater Certification/Training</b>				
<b>Street/Stormwater</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 License	6 months	Step C
		Erosion and Sediment Control Lead Certification (CESCL)	24 months	Step D
		any three (3) of the following WSDOT course areas; Aggregate Production & Testing Inspection (ACA), Bituminous Surface Treatment Inspection (ACC), Excavation and Embankments Inspection (AC3), Hot Mix Asphalt Placement (ACB), Hot Mix Asphalt Production & Testing (BG9), Intersection and Pedestrian Design (CBD), Project Management Process (B71), Roadside Safety (B74), Roadway Geometric Design (BWE), Roadway Drainage, Pavement Condition Rating, Modern Chip Seal Techniques, Basics of a Good Gravel Road	36 months	Journey Level Maintenance Worker

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, 2018 to December 31, 2018 of 3.0%. 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**

<b>Public Works &amp; Clerical Department Employee Salaries (3.0%)</b>				
<b>(January 1, 2018 to December 31, 2018)</b>				
	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>
Utility Maint Apprentice	3,870	3,986	4,105	4,228

B.9.1 Effective January 1, 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**

<b>Public Works &amp; Clerical Department Employee Salaries (3.25%)</b>				
<b>(January 1, 2019 to December 31, 2019)</b>				
	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>
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**

<b>Public Works &amp; Clerical Department Employee Salaries (3.0%)</b>				
<b>(January 1, 2020 to December 31, 2020)</b>				
	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>
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:</b> <b>Purchase of Bus/Van for use by the Youth Activities Center and Fire Department</b>	<b>Agenda Date: January 8 , 2019</b>		<b>AB19-005</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 – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
<b>Attachments:</b> Fugate Ford Disclosure			
<p>SUMMARY STATEMENT: This is for the purchase of a Van for use by the Youth Activities Center and Fire Department. Total cost of the van is \$29,662.56; however, Pierce County has committed \$12,000 towards the van that will be reimbursed once the purchase is final.</p> <p>The Mayor and staff are requesting authorization to make the purchase out of available funds.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS 1/8/19 (tentative)			
<b>RECOMMENDED ACTION: MOVE to Approve the Purchase of a Used 2017 Passenger Van from Fugate Ford for Youth Center and Fire Department Use for the Purchase Price of \$29,662.56.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

**Jim Fugate Ford Inc**  
**Disclosure**

<b>Customer Information</b>	
Contact Code	178178
BUCKLEY FIRE DEPT	
Sales Rep	SALESMAN 1
Contract Date	01/02/2019
Payment Date	02/16/2019
Tax Code	WA

<b>Vehicle Information</b>	
Stock #	P2285
Year/Make	2017 FORD
Model	TRANSIT WAGON
Serial #	1FBZX2CM1HKB14025
Odometer	32724
Trade Year/Make	N/A
Trade Model	N/A
Trade Serial#	N/A
Trade Odometer	N/A

<b>Price Information</b>	
Price	26,984.00
Trade	0.00
Adjustments	0.00
	0.00
Doc Fee	0.00
License Fee	250.00
Warranty	0.00
No Protection Selected	0.00
Life Ins (None)	0.00
A+H Ins (None)	0.00
LOE Ins None	0.00
Sub Total	27,234.00
WA @ 9.0000%	2,428.56
<b>Total Including Tax</b>	<b>29,662.56</b>

<b>Payment Information</b>	
Payout Lien Amount	0.00
Rebate	0.00
<b>Balance Due</b>	<b>29,662.56</b>
Deposit	0.00
COD	0.00
<b>Balance To Finance</b>	<b>29,662.56</b>
<b>Net To Finance</b>	<b>29,662.56</b>
@0%	0.00
<b>Total Obligation</b>	<b>29,662.56</b>
1 Payments Of	\$29,662.56

I/We have reviewed the above disclosure and agree to the vehicle, price and payment information as declared.

X \_\_\_\_\_  
BUCKLEY FIRE DEPT

X \_\_\_\_\_  
Dealer Acceptance



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b> <b>Engineering Scope of Work – Spiketon Culvert Additional Permitting</b>	<b>Agenda Date: January 8, 2019</b>		<b>AB19-006</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 – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		X
<b>Attachments:</b> Letter and Exhibit A			
<p>SUMMARY STATEMENT: In February 2015, Gray &amp; Osborne and the City entered into an agreement for Engineering Services for the Spiketon Ditch Culvert Design. Although the scope of work included a task for Environmental and Permitting Process, the actual work associated with preparation of environmental and permitting documents and coordination with tribal, state, and federal agencies required additional effort by Gray &amp; Osborne on behalf of the City.</p> <p>The amended scope being presented for consideration compensates Gray &amp; Osborne for the additional cost of the work.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
<b>RECOMMENDED ACTION: MOVE to Approve the Engineering Scope of Work – Spiketon Culvert Additional Permitting</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
1/8/2019			

RECEIVED

DEC 13 2018

December 11, 2018

Mr. Dave Schmidt  
City Administrator  
City of Buckley  
P.O. Box 1960  
Buckley, Washington 98321

SUBJECT: ENGINEERING SERVICES PROPOSAL FOR ADDITIONAL  
SPIKETON DITCH CULVERT PERMITTING  
CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON  
G&O #15225.00

Dear Mr. Schmidt:

In February of 2015, Gray & Osborne and the City entered into an agreement for Engineering Services for the Spiketon Ditch Culvert Design. Although the scope of work included a task for Environmental and Permitting Process, the actual work associated with preparation of environmental and permitting documents and coordination with tribal, state, and federal agencies required additional effort by Gray & Osborne on behalf of the City.

The attached Exhibit A defines the scope of work for the additional services. The attached Exhibit B includes a breakdown of hours and fees for this work. The estimated cost for the completing the scope of work is \$31,640.

Thank you for the opportunity to provide this proposal. Should you concur with this engineering services proposal, please execute the authorization below and return a copy of this transmittal to me.

Sincerely,

GRAY & OSBORNE, INC.



Dominic J. Miller, P.E.

DJM/hh  
Encl.

cc: Mr. Chris Banks, Utility Superintendent, City of Buckley



Mr. Dave Schmidt  
December 11, 2018  
Page 2

**CITY OF BUCKLEY – SPIKETON DITCH CULVERT ADDITIONAL PERMITTING**

Gray & Osborne, Inc. is hereby authorized to proceed with the engineering services as noted herein and under the terms and conditions of our current On-Call Engineering Services Contract dated September 14, 2011, for a cost not to exceed \$31,640 as noted herein without further written direction and authorization of the City.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **CITY OF BUCKLEY SPIKETON DITCH CULVERT ADDITIONAL PERMITTING**

The City of Buckley Spiketon Ditch Culvert project has required additional permitting tasks with the following scope of work.

#### **ENVIRONMENTAL AND PERMITTING PROCESS**

- Coordination with the Washington State Department of Fish and Wildlife (WDFW) to fulfill conditions of the Settlement Agreement, including a Hydraulic Project Approval (HPA) and the physical design of the new culvert. Preparation of revised culvert plans, based on WDFW supplemental information and requirements.
- Consultation with the Washington State Department of Transportation regarding the future removal of fish barriers downstream of the city limits and the implications thereof.
- Preparation of revised Wetland Mitigation Plans in conjunction with the U.S. Army Corps of Engineers and City Critical Areas requirements. The primary wetland impacts are along the banks of Spiketon Ditch and are associated with the temporary bypass road to be constructed to maintain the sole road access to the properties to the south of the culvert crossing. A second wetland reconnaissance was required based on the age of the prior 2009 version.
- During consultation with the Muckleshoot Tribe, they required the culvert be resized to use stream simulation requirements, as opposed to slope design requirements. This revision required redesign effort for the culvert itself, flow path relocation, and habitat enhancement.

**EXHIBIT B**

**ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST**

*City of Buckley - Spiketon Ditch Culvert Additional Permitting*

<b>Tasks</b>	<b>Project Manager Hours</b>	<b>Project Engineer Hours</b>	<b>Environmental Technician/ Specialist Hours</b>	<b>AutoCAD Technician Hours</b>
Environmental and Permitting Process	8	64	120	80
Hour Estimate:	8	64	120	80
Estimated Fully Burdened Billing Rate:*	\$175	\$135	\$110	\$105
Fully Burdened Labor Cost:	\$1,400	\$8,640	\$13,200	\$8,400

Total Fully Burdened Labor Cost:           \$     31,640

**TOTAL ESTIMATED COST:                     \$     31,640**

\* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b> <b>2018 Utilities Project – Change Order #7</b>	<b>Agenda Date: January 8, 2019 AB19-007</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 – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		X
<b>Attachments:</b> Change Order #7			
<p>SUMMARY STATEMENT: See attached breakdown of Change Order #7. Change Order #7 is the result of changed site conditions and at the direction of the City.</p>			
<p>COMMITTEE REVIEW AND RECOMMENDATION: Transportation &amp; Utilities on 12/15. Recommend Approval.</p>			
<p>RECOMMENDED ACTION: <b>MOVE to Approve 2018 Utilities Project Change Order #7.</b></p>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

**CHANGE ORDER**

<b>Project Title</b>	2018 Utilities Project		
<b>Owner</b>	City of Buckley	<b>Contractor Name</b>	Pivetta Brothers Construction, Inc.
<b>Change Order No.</b>	7	<b>Contractor Address</b>	1812 Pease Avenue Sumner, Washington 98390
<b>Change Order Date</b>	December 20, 2018		
<b>G&amp;O No.</b>	17290		

---

The following changes are hereby made to the Contract Documents:

**SCHEDULE B: SANITARY SEWER IMPROVEMENTS**

**ITEM 1: Installed New Side Sewers**

Installed new side sewers to the following properties:

- 139 Pioneer Road
- 550 Balm Avenue
- 561 Balm Avenue
- 525 Balm Avenue
- 191 Balm Avenue
- 161 Ewing Street

The lump sum cost for this work is: .....\$18,790.51

**Justification:** The additional work is at the result of changed site conditions and at the direction of the City.

**ITEM 2: Installed New Side Sewer Not Shown on Plans**

Installed new side sewer along Balm Avenue not shown clearly on the plans.

The lump sum cost for this work is: .....\$1,937.27

**Justification:** The additional work is at the result of changed site conditions and at the direction of the City.

**ITEM 3: Installed Leak Stop Band**

Excavated and removed leaking saddle, and installed a leak stop band provided by City.

The lump sum cost for this work is: .....\$416.60

**Justification:** The additional work is at the result of changed site conditions and at the direction of the City.

**CHANGE TO CONTRACT PRICE**

Original Contract Amount (without tax): .....\$1,002,152.25  
Current Contract Amount, as adjusted by previous change orders:.....\$1,207,671.97  
The Contract Amount due to this Change Order will be increased by: .....\$21,144.38  
The new Contract Amount (without tax) due to this Change Order will be:.....\$1,228,816.35

**CHANGE TO CONTRACT TIME**

The Substantial Completion Contract Time will not change.

The Physical Completion Contract Time will not change.

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

**GRAY & OSBORNE, INC.**  
**(RECOMMENDED)**

 \_\_\_\_\_ Date 12/20/2019

**PIVETTA BROTHERS  
CONSTRUCTION, INC.**  
**(ACCEPTED)**

 \_\_\_\_\_ Date 12/20/2018

**CITY OF BUCKLEY**  
**(ACCEPTED)**

\_\_\_\_\_ Date \_\_\_\_\_



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

## ITEM INFORMATION

<b>SUBJECT:</b> <b>UGA Discussion</b>	<b>Agenda Date: January 8, 2019 AB19-008</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 – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
PW/Utilities – Chris Banks		X	

**Attachments:** Pierce County Planning – Staff Report on UGA

**SUMMARY STATEMENT:** In December, 2018 the City once again submitted an application to Pierce County for an Urban Growth Area encompassing an area in similar size to what has been requested in previous applications. However, modifications were made to the area depicted in this application due to new ARL Zoning that the County did to area immediately adjace4net to the City. County staff has now completed their review and are recommending denial of the application “as submitted”; however, the report (attached) indicates that they would support a much smaller area also depicted in their report.

The City Council needs to discuss whether or not they are willing to accept this much smaller area and lose their priority place in line for future expansion or move forward with the application “as is” with the reasonable certainty of denial.

**COMMITTEE REVIEW AND RECOMMENDATION:**

**RECOMMENDED ACTION:** **MOVE to** \_\_\_\_\_.

## RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>

**Application No. 891623: URBAN GROWTH AREA AMENDMENT– Expand the Urban Growth Area to properties adjacent to the City of Buckley**

Applicant: City of Buckley

**GENERAL DESCRIPTION**

The proposal would expand the Urban Growth Area (UGA) and the City of Buckley's (City's) Potential Annexation Area (PAA) boundary on all sides of the City boundary. The proposal would change 720.32 acres on 156 parcels from the Rural 10 (R10) land use designation to Moderate Density Single Family (MSF). One of the properties is zoned with the Mineral Resource Overlay (MRO) zoning overlay. The Residential Resource (RR) zoning classification would implement the MSF land use designation.

**STAFF RECOMMENDATION**

Staff does not support the proposal as presented in the application based on the following:

- The proposal is inconsistent with provisions in the Growth Management Act (GMA), Pierce County Countywide Planning Policies (CPPs), and Pierce County Comprehensive Plan (Comprehensive Plan) in relation to UGA expansion.
- There is not a countywide deficiency in housing capacity to meet the 20-year target adopted in Ordinance 2017-24s to warrant an expansion of the UGA.
- The proposal does not follow a logical boundary for the UGA and creates rural islands.
- The number of parcels and the resulting housing capacity increase included in the City's application exceeds the housing capacity that would be derived from the City of Gig Harbor's UGA reduction. The UGA housing capacity reduction from the City of Gig Harbor is 96 units while the UGA housing capacity increase for the City of Buckley, based on the application, would be 361 units (see Attachment A for the housing capacity calculations related to this proposal).

Staff supports a modified proposal based on the following:

- The creation of a UGA that matches or is less than the UGA housing capacity reduced by the City of Gig Harbor's UGA amendment, resulting in a no-net gain in countywide UGA housing unit or employment capacity.
- Limited to parcels that are adjacent to the current City boundary and create a logical boundary.

The staff recommendation is reflected in the Staff Recommendation Map in Attachment B.

Staff Report to Pierce County Planning Commission  
Wednesday, January 9, 2019, 6:30 PM

The staff recommendation is contingent on the City amending its Comprehensive Plan Capital Facilities and Utility Elements to demonstrate the City's ability to provide urban services and utilities to the proposed UGA. The staff recommendation includes 43 parcels on 153.66 acres to be designated MSF and zoned RR. The City has not had a UGA/PAA since 1996 because the City did not previously have the capacity to serve the area with the necessary capital facilities.

The staff recommendation is also contingent upon the approval of the City of Gig Harbor's UGA amendment. If the City of Gig Harbor UGA amendment is modified and results in a capacity lower than the staff recommendation, the recommendation will also need to be modified.

## IMPLEMENTATION REQUIREMENTS

Amend the Zoning Atlas and Land Use Designation Map. Parcels that have been redesignated to allow a higher density will need to purchase Transfer of Development Rights (TDR) credits to develop at a higher density than currently allowed as required by Pierce County Code 18G.10.030.B.2

## IMPACT ANALYSIS

*Procedures for Amendments to the Comprehensive Plan*, PCC 19C.10, requires that the merits of all amendments to the Plan be evaluated based on the following (PCC 19C.10.060 A):

1. The effect upon the rate of growth, development, and conversion of land as envisioned in the Plan

### *Proposed Amendment*

The proposal would increase the planned rate of growth, development, and conversion of land by allowing urban densities and uses in a rural area. The existing R10 zoning allows for 1 dwelling unit per 10 acres, and 1 dwelling unit per 5 acres when 50% of the site is designated as open space. The proposed RR zoning allows for a minimum of 1 dwelling unit per acre, base density of 2 dwelling units per acre, and maximum of 3 dwelling units per acre. This change would increase the density allowed in this area by up to 30 additional units for every 1 unit that is currently allowed.

### *Staff Recommendation*

The staff recommendation would have a similar result as described above, however at a lesser scale and directly adjacent to the City. The staff recommendation would have lesser impacts to the rural area than the proposal and avoids properties with significant critical areas.

2. The effect upon the County's capacity to provide adequate public facilities

### *Proposed Amendment*

The proposal would require the City to plan to serve this area with urban infrastructure and services until annexed. The City is currently amending its Capital Facilities and Utilities

Elements to demonstrate the City's ability to provide urban infrastructure and services to the proposed amendment area.

*Staff Recommendation*

The staff recommendation would require the City to plan to serve this area with urban infrastructure and services until annexed. The staff recommendation only includes parcels directly adjacent to the City boundary and would have a minor increase in demand for Buckley Water, Marion Water Company, and the City's sewer facilities.

3. The effect upon the rate of population and employment growth

*Proposed Amendment*

The proposal would increase the rate of population growth. Housing capacity for the area would increase from 33 to 361 dwelling units for the 20-year planning period, and employment capacity would not change. The 20-year capacity considers critical areas, plat deductions for roads, non-residential uses in residential zones, and land unavailable for development due to owner intent and other circumstances. The total build-out capacity without these considerations, but still subtracting critical areas, is 679 units.

*Staff Recommendation*

The staff recommendation would shift population growth to the area but not increase the rate of population growth overall within the UGA. Since the staff recommendation modifies the UGA to coincide with the UGA reduction associated with the City of Gig Harbor, it would not increase housing capacity and growth countywide. The staff recommendation would result in a 20-year housing capacity of 89 dwelling units for the Buckley UGA/PAA. The Gig Harbor UGA/PAA amendment reduces the 20-year UGA housing capacity by 96 dwelling units. There would be no change to employment capacity or growth.

4. Whether Plan objectives are being met as specified or remain valid and desirable

*Proposed Amendment*

The proposal would not achieve County Comprehensive Plan objectives to preserve rural land and character. The proposal is inconsistent with UGA expansion objectives since there is enough capacity to accommodate future growth. Expansion of the UGA is only considered if there is a countywide need or no-net gain in housing or employment capacity to accommodate the 20-year planning targets. There is not a countywide need to expand the UGA, as identified in the 2014 Buildable Lands Report. Most of the properties are rural in character, with an average parcel size of 4.6 acres and 33% of the total acreage covered in critical areas.

*Staff Recommendation*

The staff recommendation allows for the City to plan for growth beyond their City boundaries for potential annexation in the future if desired without overreaching into the rural area, consistent with plan objectives. While the parcels are still larger in size at an average of 3.6 acres, and 26% of the total acreage is covered in critical areas, these parcels are all adjacent to the UGA and do not significantly extend further into the rural area. The

staff recommendation would result in a no-net gain in housing and employment capacity consistent with plan policies.

5. The effect upon general land values or housing costs

*Proposed Amendment*

The proposal would increase land values and housing costs due to the provision of urban services and the ability to subdivide and develop properties at urban densities.

*Staff Recommendation*

The staff recommendation would be less impactful than the proposal due to limited area, proximity to the City boundary, and limited housing capacity increase.

6. Whether capital improvements or expenditures, including transportation, are being made or completed as expected

*Proposed Amendment*

The County has completed rural improvements to this area as needed. The proposal would create a need to provide urban services to the area. The City has considered this area in the update to the City's Capital Facilities and Utilities Elements that are currently under development.

*Staff Recommendation*

Same as above.

7. Whether the initiated amendment conforms to the requirements of the GMA, is internally consistent with the Plan and is consistent with the Countywide Planning Policies for Pierce County

*Proposed Amendment*

The proposal is inconsistent with the GMA, CPPs, and County Comprehensive Plan. The provisions associated with each of these emphasize that the UGA should only be expanded when there is a demonstrated need to accommodate the countywide 20-year population, housing, or employment targets.

The proposed amendment would be consistent with the CPPs and Comprehensive Plan policies that emphasize that future UGA expansion should be affiliated with a neighboring city or town as a PAA. This UGA expansion would be affiliated with the City of Buckley.

The proposed expansion would be inconsistent with the CPPs and Comprehensive Plan that require a finding stating there is a countywide need for additional land within the UGA. The 2014 Pierce County Buildable Lands Report indicates that the countywide UGA is adequate to accommodate development over the next 20 years. There has been no finding that such a need exists, and the proposal results in a net gain of capacity.

The Growth Management Hearings Board (Board) has ruled that even adding marginal housing or employment capacity when the County has adequate land to meet its targets is

inconsistent with GMA. Pierce County approved a UGA amendment in its 2009 amendment cycle and made a finding that stated:

“The amendment is limited to 5.2 acres and has an insignificant effect on urban residential capacity.”

The amendment was appealed, and the County’s action was overturned by the Board. The Board stated in its decision (Case No. 10-3-0003c) that:

“With the UGA already substantially oversized, even marginal expansions violate the GMA requirement of RCW 36.70A.110(2) to size UGAs to accommodate forecasted growth and GMA Goal to reduce sprawl...The Board finds and concludes that adoption of Amendment U-8a was clearly erroneous and failed to comply with RCW 36.70A.110(2) or be guided by RCW 36.70A.202(2).”

As previously noted, the 2014 Buildable Lands Report indicates the current UGA is adequate to accommodate the countywide 20-year housing target.

Alternatively, the County Comprehensive Plan would allow for expansion if there was a similar reduction in the UGA elsewhere resulting in a no-net gain of housing or employment capacity. There is an application in the current County Comprehensive Plan Amendment cycle to reduce the UGA in the City of Gig Harbor’s PAA, but there is not enough capacity associated with the reduction to result in a no-net gain of housing capacity under this proposal.

#### *Staff Recommendation*

The staff recommendation is consistent with the GMA, CPPs, and County Comprehensive Plan since it does not increase the countywide capacity for housing and employment. The staff recommendation would be consistent with the CPPs and Comprehensive Plan policies that emphasize that future UGA changes should be affiliated with a neighboring city or town as a PAA since the UGA modification would be affiliated with the City of Buckley.

The County Comprehensive Plan allows for modification of the UGA if there is a similar reduction in the UGA elsewhere resulting in a no-net gain of housing or employment capacity. There is an application in the current County Comprehensive Plan Amendment cycle to reduce the UGA in the City of Gig Harbor’s PAA that would result in a no-net gain of housing capacity.

Under the staff recommendation there is not an increase of housing or employment capacity, and the modification would occur at the same time as the modification of Gig Harbor’s UGA. The staff recommendation is contingent upon the Gig Harbor UGA/PAA amendment and may need to be modified if the Gig Harbor amendment is modified to reduce less capacity than the staff recommendation. If the Gig Harbor amendment is not approved, this recommendation should also not be approved.

8. The effect upon critical areas and natural resource lands

*Proposed Amendment*

The proposal includes parcels with critical areas, is adjacent to parcels designated as Agricultural Resource Land, and includes a property designated with the Mineral Resource Overlay (MRO). The amount of critical areas on the properties make them more consistent with rural uses. Critical areas are protected through critical area regulations. The property zoned with the MRO may continue if the property is designated as urban.

*Staff Recommendation*

The staff recommendation would not have a significant impact on critical areas or natural resource land. The properties in the staff recommendation have limited critical areas and are not designated resource lands.

9. Consistency with locational criteria in the Comprehensive Plan and application requirements established by this Chapter

*Proposed Amendment*

The proposal would meet the intent of the RR zone if the area becomes urban, since the zone is “applied in areas that have high value environmental features that are both complex in structure and function and large in scope.”

*Staff Recommendation*

The staff recommendation would meet the intent of the RR zone “to provide for low-density single-family residential uses compatible or integrated with areas of unique open space character and/or environmental sensitivity” due to the location adjacent to the rural area and parcels with significant environmental features and critical areas.

10. The effect upon other considerations as deemed necessary by the Department

The UGA Bank CPPs give priority to cities that have not had a PAA since 1996, which includes the City of Buckley. The CPPs state that:

“The Pierce County Regional Council shall consider the following preference in the distribution of capacity credits:

- a. cities and towns that have not had a Potential Annexation Area since 1996;”

*Procedures for Amendments to the Comprehensive Plan, PCC 19C.10, requires UGA amendments to the Plan to be further evaluated on the following:*

1. Demonstration put forth by the jurisdiction affiliated with the proposed UGA that it has the capability and capacity to provide urban level services to the area while maintaining a healthy natural ecosystem. This can be demonstrated by, but not limited to, the submittal of financial plans for infrastructure and services, such as a sewerage general plan for the area, storm drainage plan(s); evidence of compliance with NPDES; and evidence of an available adequate potable water supply.

The City of Buckley has analyzed their capability and capacity to provide urban services to

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the area while maintaining a healthy natural ecosystem. The City's ability to meet these obligations is as follows:

**Sanitary Sewer:** The proposal is within the White River Basin. The City's Sewer Collection and Treatment System information is included in the Capital Facilities Element of their Comprehensive Plan (adopted 2005).

The City owns, operates, and maintains its sanitary sewer system. The current sanitary system consists of a collection system and secondary treatment plant. Effluent is treated before discharged to the outfall to the White River. The City has indicated that it has made necessary capital improvements since the 2005 plan to accommodate the proposal. An update to the Buckley Comprehensive Plan Capital Facilities and Utilities Elements is currently being developed and will be reviewed by the Planning Commission and City Council and should be available in January 2019.

**Water Quality:** In 2007, the Washington State Department of Ecology (Ecology) issued a Stormwater Phase II NPDES Permit for Western Washington. The Ecology determined that the City of Buckley was to be included under the Stormwater Phase II NPDES Permit coverage. This permit requires that each jurisdiction's stormwater management system reduces the discharge of pollutants, protects water quality, and meets the requirements of the Clean Water Act. In 2012, Ecology reissued an updated version of the permit to 2018. The current (2013-2018) Western Washington Permits expired on July 31, 2018, and will be extended for one year. The permits will reissue on July 1, 2019, and become effective August 1, 2019, through July 31, 2020.

**Transit:** The proposal is not within the Pierce Transit or Sound Transit service boundary. The City encourages transit-oriented design for development when applicable to accommodate transit if it becomes available.

**Potable water supply:** The proposed amendment area is within the Buckley Water, Marion Water Company, and City of Tacoma water service areas. Buckley Water currently has 1,822 active connections and an unspecified number of approved connections. The Marion Water Company has 369 active connections and has Washington State Department of Health approval for 484 connections. The City of Tacoma currently has 138,239 active connections and an unspecified number of approved connections.

The water purveyors have planned for assumed growth within these areas and have capital facility improvements identified in their plans to address deficiencies if more growth occurs than planned. Buckley Water would be more likely to be able to serve the staff recommendation without considering capital facilities improvements since there are a limited number of parcels within the service boundary.

2. Demonstration put forth by the jurisdiction affiliated with the proposed UGA that the adopted land use and design standards for the area shall plan for design characteristics and infrastructure necessary to make transit a viable transportation alternative.

The City does identify bus stops and policies to design transit-oriented developments if transit becomes viable in the area.

### ***Applicable RCWs/Policies***

#### **GROWTH MANAGEMENT ACT (GMA)**

##### **RCW 36.70A.110: Comprehensive plans—Urban growth areas.**

(1) Each county that is required or chooses to plan under RCW 36.70A.040 shall designate an urban growth area or areas within which urban growth shall be encouraged and outside of which growth can occur only if it is not urban in nature. Each city that is located in such a county shall be included within an urban growth area. An urban growth area may include more than a single city. An urban growth area may include territory that is located outside of a city only if such territory already is characterized by urban growth whether or not the urban growth area includes a city, or is adjacent to territory already characterized by urban growth, or is a designated new fully contained community as defined by RCW 36.70A.350.

(2) Based upon the growth management population projection made for the county by the office of financial management, the county and each city within the county shall include areas and densities sufficient to permit the urban growth that is projected to occur in the county or city for the succeeding twenty-year period, except for those urban growth areas contained totally within a national historical reserve. As part of this planning process, each city within the county must include areas sufficient to accommodate the broad range of needs and uses that will accompany the projected urban growth including, as appropriate, medical, governmental, institutional, commercial, service, retail, and other nonresidential uses.

(3) Urban growth should be located first in areas already characterized by urban growth that have adequate existing public facility and service capacities to serve such development, second in areas already characterized by urban growth that will be served adequately by a combination of both existing public facilities and services and any additional needed public facilities and services that are provided by either public or private sources, and third in the remaining portions of the urban growth areas. Urban growth may also be located in designated new fully contained communities as defined by RCW 36.70A.350.

(4) In general, cities are the units of local government most appropriate to provide urban governmental services. In general, it is not appropriate that urban governmental services be extended to or expanded in rural areas except in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development.

(6) Each county shall include designations of urban growth areas in its comprehensive plan.

(7) An urban growth area designated in accordance with this section may include within its

boundaries urban service areas or potential annexation areas designated for specific cities or towns within the county.

(9) If a county, city, or utility has adopted a capital facility plan or utilities element to provide sewer service within the urban growth areas during the twenty-year planning period, nothing in this chapter obligates counties, cities, or utilities to install sanitary sewer systems to properties within urban growth areas designated under subsection (2) of this section by the end of the twenty-year planning period when those properties:

- (a)
  - (i) Have existing, functioning, nonpolluting on-site sewage systems;
  - (ii) Have a periodic inspection program by a public agency to verify the on-site sewage systems function properly and do not pollute surface or groundwater; and
  - (iii) Have no redevelopment capacity; or
- (b) Do not require sewer service because development densities are limited due to wetlands, flood plains, fish and wildlife habitats, or geological hazards.

## MULTICOUNTY PLANNING POLICIES (VISION 2040)

### **Development Patterns, Urban Lands, Page 47**

Goal: The region will promote the efficient use of land, prevent urbanization of rural and resource lands, and provide for the efficient delivery of services within the designated urban growth area.

MPP-DP-1: Provide a regional framework for the designation and adjustment of the urban growth area to ensure long-term stability and sustainability of the urban growth area consistent with the regional vision.

MPP-DP-2: Encourage efficient use of urban land by maximizing the development potential of existing urban lands, such as advancing development that achieves zoned density.

### **Development Patterns, Unincorporated Urban Growth Area, Page 53**

Goal: All unincorporated lands within the urban growth area will either annex into existing cities or incorporate as new cities.

MPP-DP-18: Affiliate all urban unincorporated lands appropriate for annexation with an adjacent city or identify those that may be feasible for incorporation. To fulfill the regional growth strategy, annexation is preferred over incorporation.

MPP-DP-19: Support joint planning between cities and counties to work cooperatively in planning for urban unincorporated areas to ensure an orderly transition to city governance, including efforts such as: (a) establishing urban development standards, (b) addressing service and infrastructure financing, and (c) transferring permitting authority.

MPP-DP-20: Support the provision and coordination of urban services to unincorporated urban areas by the adjacent city or, where appropriate, by the county as an interim

approach.

## PIERCE COUNTY COUNTYWIDE PLANNING POLICIES (CPPs)

### Amendments and Transition, Page 22-23

AT-2. Urban Growth Area boundaries designated by the County pursuant to the Growth Management Act may be amended by Pierce County and accepted by the municipalities in the County pursuant to the same process by which the Urban Growth Areas were originally adopted and pursuant to subpolicies UGA-1. and UGA-2. of the “Countywide Planning Policy on Urban Growth Areas, Promotion of Contiguous and Orderly Development and Provision of Urban Services to Such Development.”

2.1 An amendment to Urban Growth Area boundaries may be initiated by the County or any municipality in the County.

2.2 A proposed amendment to Urban Growth Area boundaries shall include:

2.2.1 a map indicating the existing urban growth area boundary and the proposed boundary modification;

2.2.2 a statement indicating how, and the extent to which, the proposed boundary modification complies with each of the factors listed in subpolicies 2.2, 2.4, 2.5 and 2.6 of the Countywide Planning Policy on Urban Growth Areas, Promotion of Contiguous and Orderly Development and Provision of Urban Services to Such Development; and

2.2.3 a statement indicating the factors, data or analyses that have changed since the designation of the initial Urban Growth Area boundaries and/or the experience with the existing Urban Growth Area boundaries that have prompted the proposed amendment.

2.3 The urban growth area of a jurisdiction may be expanded only if:

2.3.1 the jurisdiction’s observed development densities are consistent with the planned density assumptions as documented in the most recently published Buildable Lands Report as required by RCW 36.70A.215,

2.3.2 there is a demonstrated need for additional residential or employment capacity within the urban growth area affiliated with an individual jurisdiction and a demonstrated need county-wide; or the expansion results in a no net gain to the countywide UGA, and

2.3.3 the consistency evaluation, as required through the Countywide Planning Policies on Buildable Lands, policies BL-3. and BL-4., identifies an inconsistency between the observed and planned densities, the jurisdiction shall either:

1) demonstrate reasonable measures were adopted to rectify the inconsistencies. Documentation shall also be submitted that summarizes the monitoring results of the effectiveness of the measures in rectifying density inconsistencies, or

2) document updated development data that indicates consistency.

**Urban Growth Areas, Page 83-86**

UGA-1. The County shall designate the countywide urban growth area and Potential Annexation Areas within it, in consultations between the County and each municipality.

1.2 Once adopted by the County, the urban growth area and Potential Annexation Area designations shall not be changed except in accordance with the Countywide Policy on "Amendments and Transition."

UGA-2. The following specific factors and criteria shall dictate the size and boundaries of urban growth areas:

2.1 Size.

2.1.1 Urban growth areas must be of sufficient size to accommodate the urban growth projected to occur over the succeeding 20-year planning period taking into account the following:

- a. land with natural constraints, such as critical areas (environmentally sensitive land);
- b. agricultural land to be preserved;
- c. greenbelts and open space;
- d. New Fully Contained Communities pursuant to RCW § 36.70A.350;
- e. maintaining a supply of developable land sufficient to allow market forces to operate and precluding the possibility of a land monopoly but no more than is absolutely essential to achieve the above purpose;
- f. existing projects with development potential at various stages of the approval or permitting process (i.e., the "pipeline");
- g. land use patterns created by subdivisions, short plats or large lot divisions;
- h. build-out of existing development and areas which are currently only partially built out;
- i. follow existing parcel boundary lines.

2.2 Boundaries.

2.2.1 Any of the following shall be considered in determining the location of urban growth area boundaries:

- a. geographic, topographic, and manmade features;
- b. public facility and service availability, limits and extensions;
- c. jurisdictional boundaries including special improvement districts;
- d. location of designated natural resource lands and critical areas;

- e. avoidance of unserviceable islands of County land surrounded by other jurisdictional entities;
  - f. Destination 2030 urban/rural line and PSCAA burn ban line.
- 2.4 The urban growth area in unincorporated portions of the County shall be limited to the following:
- 2.4.1 build-out of existing partially developed areas with urban services;
  - 2.4.2 new fully contained communities;
  - 2.4.3 redevelopment corridors.
- 2.5 The County's urban growth area may be extended to allow for build-out of newly developed areas only if development capacity within Potential Annexation Areas and growth in the areas identified in Policy 2.5 is determined to be inadequate to meet total population and employment projections consistent with the other policies set forth herein.

**Ordinance 2017-24s, Exhibit A, UGA Banking CPPs, Page 4**

- 2.5.6 The Pierce County Regional Council shall consider the following preference in the distribution of capacity credits:
- a. cities and towns that have not had a Potential Annexation Area since 1996;
  - b. cities and towns that have had a reduction in their Potential Annexation Area that has resulted in deposits into the Urban Growth Area Capacity Bank;
  - c. cities and towns that have annexed all of their associated Potential Annexation Area; and
  - d. the creation of logical city or town boundaries.

**PIERCE COUNTY COMPREHENSIVE PLAN**

**Land Use Element, Urban, Annexation and Urban Growth Area Expansion, Page 2-21 through 2-22**

GOAL LU-2 All unincorporated urban areas within the urban growth area shall be either be affiliated with neighboring cities and towns as Potential Annexation Areas (PAAs) or identified as Potential Incorporation Areas (PIAs).

GOAL LU-6 Contain and direct growth within the designated Urban Growth Areas (UGAs) where adequate public facilities exist or can be efficiently provided.

- LU-6.1 Adopt measures individually or through joint planning to ensure that growth is timed and phased consistently with the provision of adequate public facilities and services.

LU-6.2 Prior to expansion of a Potential Annexation Area (PAA) affiliated with a city or town, a joint planning agreement must be in place for all PAAs affiliated with the jurisdiction.

GOAL LU-8 Consider the following priorities for expanding the 20-year Urban Growth Area (UGA) boundary:

LU-8.1 Future expansion areas should be affiliated with a city or town.

LU-8.2 Lands with high concentrations of critical areas or designated as resource lands should be given the lowest priority for inclusion into the UGA, and should be included only when a compensatory program, such as the Transfer of Development Rights, is in place.

LU-8.3 Lands that are necessary to provide capacity for student population growth in those school districts that have completed a collaborative planning process with the County.

LU-8.4 Assure that urban level facilities and services are provided within the designated Urban Growth Areas.

LU-8.5 Ensure that future Urban Growth Area expansions are consistent with applicable provisions of the Growth Management Act (GMA) and State Environmental Policy Act (SEPA).

GOAL LU-9 Expansions of the UGA shall be approved only by the County Council through a Comprehensive Plan amendment process as established in Chapter 19C.10 PCC, if the following criteria are met:

LU-9.1 A need is demonstrated for additional residential or employment capacity within the urban growth area affiliated with an individual jurisdiction and a demonstrated countywide need; or the expansion results in a no net gain of housing unit or employment capacity to the countywide UGA. The demonstration of need shall be shown through a comparison of the adopted housing unit or employment targets against the housing or employment capacity as documented in the most recent Buildable Lands Report;

LU-9.2 The jurisdiction's observed development densities are consistent with the planned density assumptions as documented in the most recently published Buildable Lands Report as required by RCW 36.70A.215;

LU-9.3 If the Buildable Lands Report identifies an inconsistency between the observed and assumed densities, the jurisdiction shall either demonstrate that reasonable measures were adopted to rectify the inconsistency, or document updated development data that indicates consistency; and

LU-9.4 If a jurisdiction adopted reasonable measures, documentation shall be submitted that summarizes the monitoring results of the effectiveness of the measures in rectifying density inconsistencies.

- LU-9.5 Documentation that adequate public facilities and services can be provided within the 20-year planning horizon is provided.
- LU-9.6 Proposed UGA expansion areas shall be required to comply with the requirements of Pierce County's TDR/PDR program.
- LU-9.7 Proposed UGA expansion areas should be approved only if the proposing jurisdiction provides an analysis of:
  - LU-9.7.1 The underutilized lands, consistent with the Pierce County Buildable Lands program methodology, within its existing municipal boundaries and affiliated UGAs, and evidence of implementation strategies in place or being pursued to densify the underdeveloped lands;
  - LU-9.7.2 Housing goals or policies in place to encourage housing for all economic segments of the community; and
  - LU-9.7.3 How the proposal is consistent and reasonable with the jurisdiction's adopted comprehensive plan.
- LU-9.8 Future UGA expansion areas should be approved only if it is demonstrated that the area has the capability and capacity to provide urban level services while maintaining a healthy natural ecosystem.
- LU-9.9 Future UGA expansion areas should avoid the inclusion of designated agricultural lands and critical areas.
- LU-9.10 Adopted land use and design standards for proposed UGA expansion areas shall plan for design characteristics and infrastructure necessary to make transit a viable transportation alternative.
- LU-9.11 Prohibit the expansion of the UGA into the 100-year floodplain of any river or river segment per RCW.

**Land Use Element, Urban, Urban Residential, Moderate Density Single Family, Page 2-30**

- LU-31.4 The Residential Resource (RR) zone is intended to provide for low-density single-family residential uses compatible or integrated with areas of unique open space character and/or environmental sensitivity.
  - LU-31.4.1 This zone is applied in areas that have high value environmental features that are both complex in structure and function and large in scope.

**Land Use Element, Rural, Page 2-46**

GOAL LU-61 Rural character is defined as:

- LU-61.1 An environment highlighted by the natural landscape, native vegetation, wildlife habitat, and large areas of open space.
- LU-61.2 An economy and lifestyle supported by agricultural and forestry activities, small scale natural resource industries, cottage industries, and services that serve needs of local residents and tourists.

- LU-61.3 A visual character enhanced by scenic resources and territorial views.
- LU-61.4 A landscape attuned with the use of the land and water by wildlife and fish.
- LU-61.5 A land use pattern protected from conversion into uses that require urban level services.
- LU-61.6 An area served by limited public services and facilities.
- LU-61.7 A built environment developed in a manner that preserves watercourses, aquifer recharge areas, and the natural hydrologic cycle.
- LU-61.8 A land use pattern that is depicted through limited commercial services and low density residential development.

# Pierce County 2019 Comprehensive Plan Amendments

Application 891623: Buckley UGA Amendment  
Attachment A – Housing and Employment Capacity Calculations

## PROPOSAL

### RESIDENTIAL CAPACITY

#### DEDUCTIONS

Zone	RR	
Land Type	Underutilized	Vacant
Gross Acres	301.15	144.46
Residential Split	301.15	144.46
Roads	45.17	21.67
Critical Areas	90.03	26.06
Parks/Open Space		
Net Acres	165.94	96.73
Non-Residential Uses	3.32	1.93
Adjusted Acres	162.62	94.80
Land Unavailable for Development	65.05	14.22
Final Acres	97.57	80.58
Total Acres		178.15
Vacant Single Units		20
Displaced Units	15	
Displaced Jobs	0	

#### CAPACITY

Zone	Adjusted Net Acres	Assumed Density	Unit Capacity	One Dwelling Unit per Vacant Single Unit Lot	Displaced Units	Housing Capacity
RR	178.15	2	356	20	-15	361

### EMPLOYMENT CAPACITY

N/A

# Pierce County 2019 Comprehensive Plan Amendments

## Application 891623: Buckley UGA Amendment Attachment A – Housing and Employment Capacity Calculations

### STAFF RECOMMENDATION

#### RESIDENTIAL CAPACITY

##### DEDUCTIONS

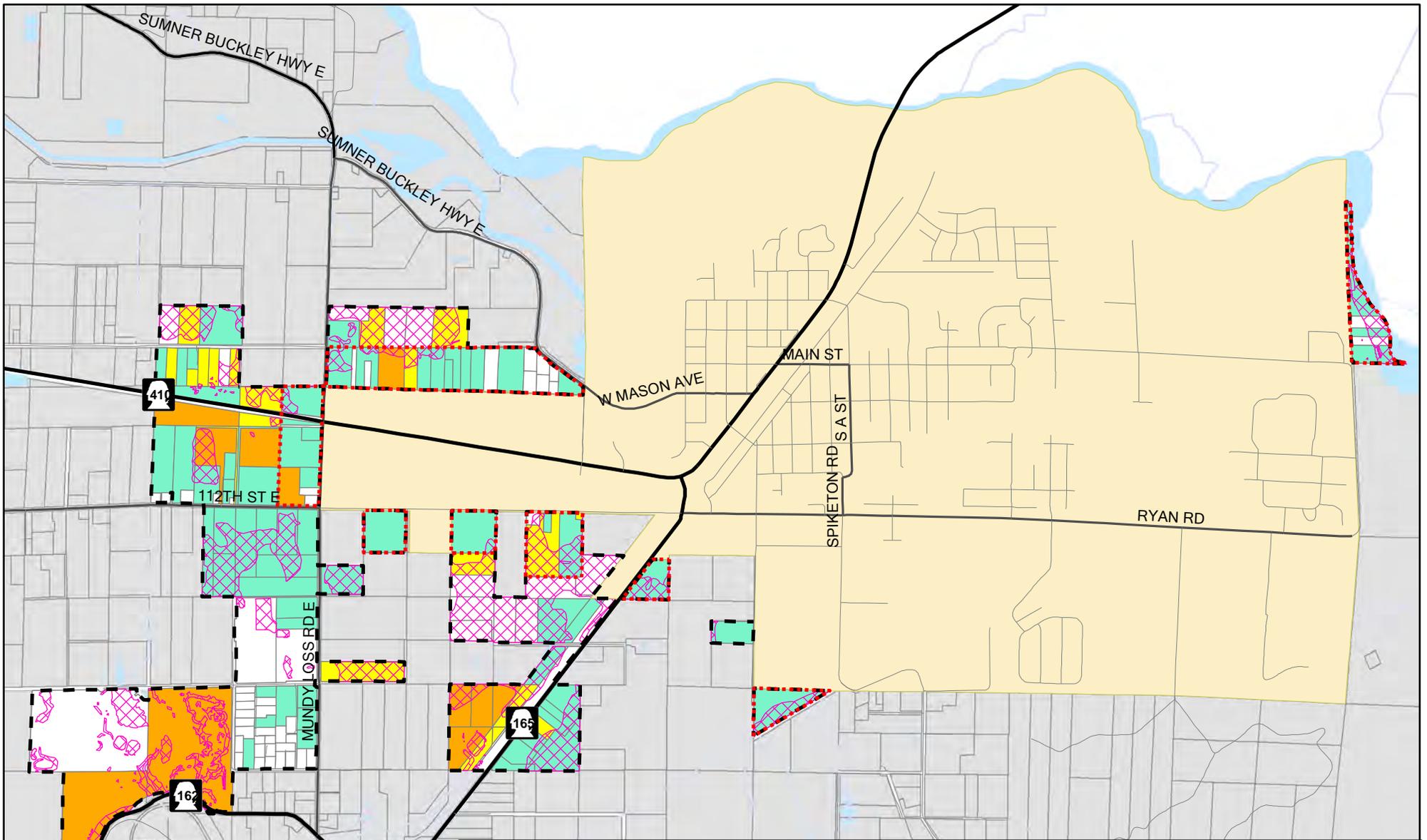
Zone	RR	
	Underutilized	Vacant
<b>Gross Acres</b>	110.48	11.55
<b>Residential Split</b>	110.48	11.55
<b>Roads</b>	16.57	1.73
<b>Critical Areas</b>	27.57	1.05
<b>Parks/Open Space</b>		
<b>Net Acres</b>	66.33	8.76
<b>Non-Residential Uses</b>	1.33	0.18
<b>Adjusted Acres</b>	65.00	8.59
<b>Land Unavailable for Development</b>	26.00	1.29
<b>Final Acres</b>	39.00	7.30
<b>Total Acres</b>		46.30
<b>Vacant Single Units</b>		3
<b>Displaced Units</b>	7	
<b>Displaced Jobs</b>	0	

##### CAPACITY

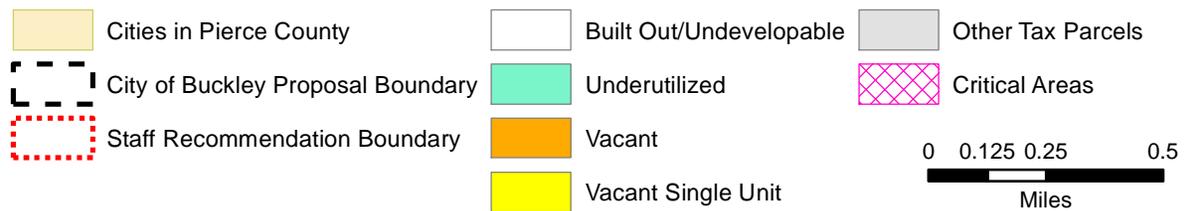
Zone	Adjusted Net Acres	Assumed Density	Unit Capacity	One Dwelling Unit per Vacant Single Unit Lot	Displaced Units	Housing Capacity
RR	46.30	2	93	3	-7	89

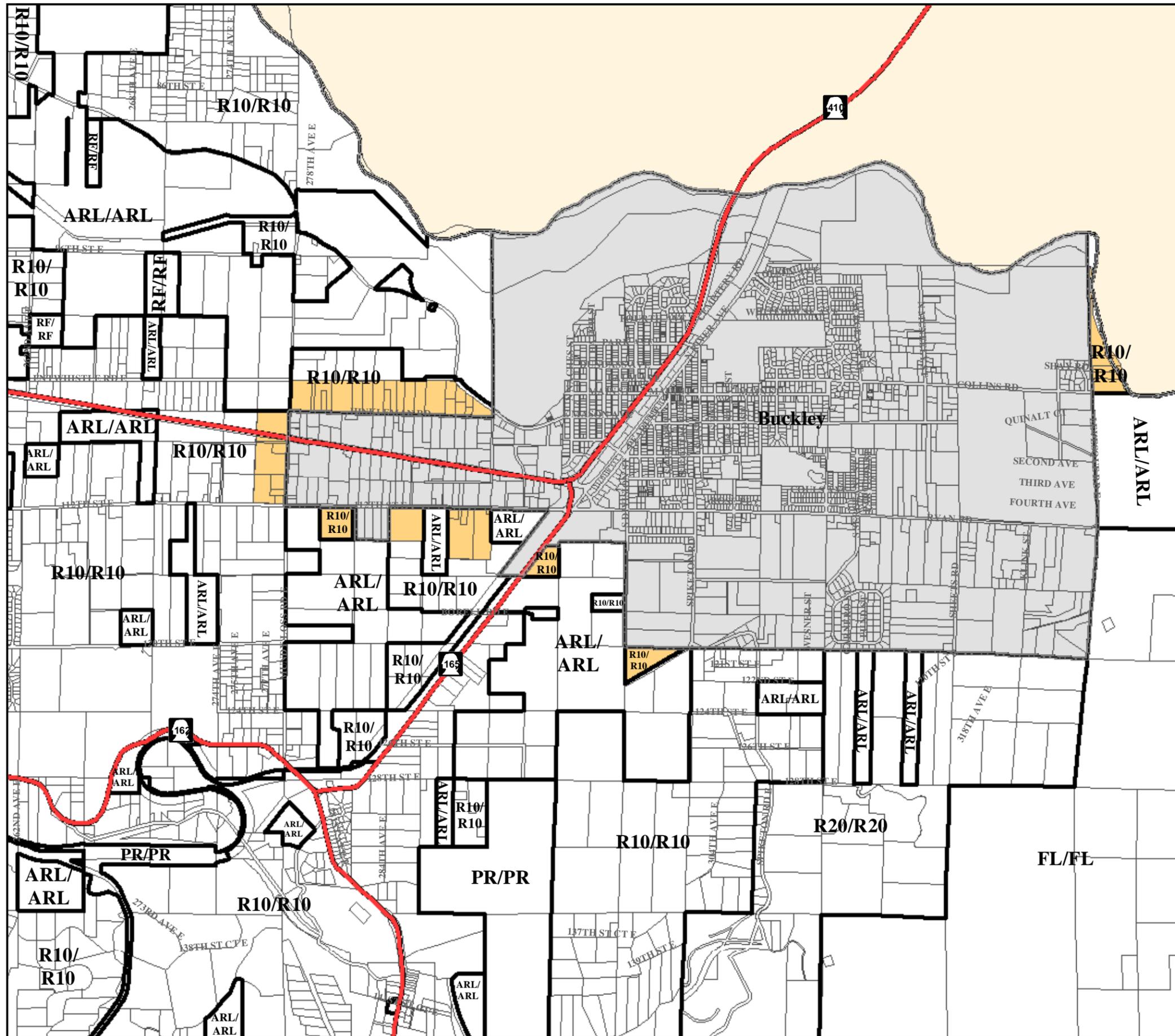
#### EMPLOYMENT CAPACITY

N/A



**Pierce County 2019 Comprehensive Plan Amendments - Application 891623: Buckley UGA Amendment  
Attachment A - Capacity Analysis Inventory Map**



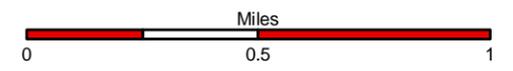


**City of Buckley UGA  
(Amendment# 891623)**

Initiated by City of Buckley  
Attachment B  
Staff Recommendation

- Urban Growth Boundary
- Expand the Buckley PAA/UGA  
(Redesignate/Rezone from Various to MSF/RR)
- Zoning
- Tax Parcels
- Municipal Areas

Map Disclaimer: The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The County assumes no liability for variations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'. The County makes no warranty of fitness for a particular purpose.



Department of Planning and Public Works  
Plot Date: 11/27/2018

**2019 Proposed Urban  
Growth Area Amendment**

## D. CONSENT AGENDA

**City Council  
December 11, 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, Wilbanks, and S. Burkett. Also in attendance were City Administrator Schmidt, Police Chief Arsanto, and Finance Director Bazzar

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

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

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

**CITIZEN PARTICIPATION**

None.

**STAFF REPORTS**

Police Chief Arsanto stated that graduation is coming up on January 3<sup>rd</sup> for one of our Police recruits. Our newest hire started the academy last week. We will continue to advertise for new officers over the next couple of months.

City Administrator Schmidt stated that projects are ongoing and the Glacier Middle School remodel is getting started. We are expecting their construction schedule soon. Pivetta is finishing up on Edit. The new streets in White River Meadows have been paved. The City Holiday lunch will be at noon on December 19<sup>th</sup> at the Fire Station. The auditors are still at City Hall completing the audit and they should be done next week.

**MAIN AGENDA**

**ORD No. 23-18: Authorizing the Transfer of Natural Gas Utility Surplus Funds**  
**Council member Smith moved to Approve ORD No. 23-18 Authorizing the Transfer of Natural Gas Utility Surplus Funds. Council member Leggett seconded the motion. Upon roll call vote, motion carried 6/0.**

**ORD No. 24-18: Adopting the 2019 City Employee Salary Scale**

**Council member S. Burkett moved to Approve ORD No. 24-18 Adopting the 2019 City Employee Salary Scale. Council member Leggett seconded the motion. Upon roll call vote, motion carried 6/0.**

**ORD No. 25-18: Amending the 2018 Budget**

**Council member B. Burkett moved to Approve ORD No. 25-18 Amending the 2018 Budget. Council member Bende seconded the motion. Upon roll call vote, motion carried 6/0.**

**RES No. 18-08: Amending Personnel Policy – Revision #18**

**Council member S. Burkett moved to Approve RES No. 18-08 Amending Personnel Policy, Revision #18. Council member Smith seconded the motion. Motion carried.**

**Agreement with White River School District**

**Council member Smith moved to Approve the Agreement with White River School District subject to approval by the School District. Council member Leggett seconded the motion. Motion carried.**

**CONSENT AGENDA**

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

Approve Minutes of November 27, 2018.

Claim check numbers 59207 through 59306 in the amount of \$852,400.43, for the period of November 28, 2018, through December 11, 2018; Payroll check numbers 37524 through 37647 in the amount of \$141,131.25 and EFT Payroll in the amount of \$320,612.09 for the month of November 2018; and Treasurer Check numbers 12120 through 12129 in the amount of \$3,711.07 and EFT/ACH Treasurer payments in the amount of \$14,941.03 are hereby approved and ordered paid this 11<sup>th</sup> day of December 2018.

**COMMITTEE REPORTS**

**Mayor's Report:**

Mayor Johnson stated that she attend Senator Fortunato's Town Hall meeting regarding Hwy 410. They believe that the problems lie on the Buckley side of the bridge and are discussing roundabouts on 410 to ease traffic at an estimated cost of \$28 million. The AWC Executive Board met with the County Association and they have agreed to support each other on issues in the Olympia during the legislative session. One of their top priorities is to bring back the Public Works Trust Fund.

Council member Smith moved to cancel the Study Session scheduled for January 1, 2019. Council member B. Burkett seconded the motion. Motion carried.

**Administration, Finance & Public Safety:**

Council member S. Burkett stated that the Committee has not met since the last meeting as their meeting today was cancelled. The next meeting is scheduled for January 8, 2019.

**Transportation & Utilities:**

Council member B. Burkett stated that the meeting scheduled for December 18 has been cancelled and the Committee is scheduled to meet next on January 15, 2019.

**Community Services:**

Council member S. Burkett stated that Community Services Director Kevin Caviezel had shared with them that the Senior Snow Day will be on December 15<sup>th</sup> from 11:00 AM to 2:00 PM. The Senior Center will be closed on December 26 and 27 for floor cleaning and waxing. The next meeting is scheduled for January 17, 2019.

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

Mayor Johnson stated that Dan Roach's office had called and offered the City \$12,00 towards a bus/van for use by the Youth Center and Fire Department. The money is in the 2019 County budget so we cannot use it until January 1, 2019.

Council member Smith thanked City Clerk Percival and staff for the great compliments from the new Wood Wine and Whimsy store posted on social media.

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

**With nothing further the meeting was adjourned at 7:52 PM.**

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Mayor

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City Administrator

## E. COMMITTEE REPORTS