



BUCKLEY CITY COUNCIL MEETING AGENDA

August 27, 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 #19-19
Next Resolution #19-07
Next Agenda Bill #AB19-086

A. Citizen Participation

Time Limit of Three Minutes (Citizens wishing to speak are encouraged to sign up at City Hall by Wednesday prior to the Council Meeting)

B. Staff Reports

C. Main Agenda

- | | | |
|----|--|---------|
| 1. | ORD No. ____-19 Design Guidelines | Pg. : |
| 2. | SCORE Interlocal Housing Agreement | Pg. ; 6 |
| 3. | Agreement – Pierce County Superior Court (Juror List) | Pg. 335 |
| 4. | AMR Agreement | Pg. 338 |
| 5. | Construction Management Proposal – PW Shop and Police Station Parking Lots | Pg. 347 |
| 6. | Agreement for Street Striping – Apply A Line | Pg. 354 |

D. Consent Agenda

- | | | |
|----|--|---------|
| 7. | A. Approve Minutes of August 13, 2019, Council Meeting | Pg. 359 |
| | B. Claims | |
| | C. Transfer Voucher | |
| | D. Payroll | |

E. Committee Reports

- | | | |
|-----|---|------------|
| 8. | Mayor's Report | Johnson |
| 9. | Administration, Finance & Public Safety | Tremblay |
| 10. | Transportation & Utilities | B. Burkett |
| 11. | Community Services | S. Burkett |
| 12. | Council Member Comments & Good of the Order | |

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



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

CITY OF BUCKLEY MEETING LIST

August 2019

- | | | |
|------------------|-----------------|--|
| August 22 | 11:00 AM | Community Services/Buckley Hall Board (City Hall)
– Special Meeting |
| August 27 | 9:30 AM | Admin, Finance, & PS (City Hall) |
| August 27 | 7:00 PM | City Council |

September 2019

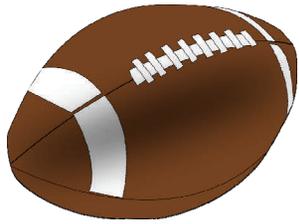
- | | | |
|--------------------|--------------------|---|
| Sept. 3 | 7:00 PM | City Council Study Session – CANCELLED |
| Sept. 9 | 10:30 AM | Buckley Hall Board (City Hall) |
| Sept. 9 | 7:00 PM | Planning Commission |
| Sept. 10 | 9:30 AM | Admin, Finance, & PS (City Hall) |
| Sept. 10 | 7:00 PM | City Council |
| Sept. 17 | 7:00 PM | Transportation & Utilities (City Shop) |
| Sept. 19 | 1:00 PM | Community Services (City Hall) |
| Sept. 23 | 7:00 PM | Planning Commission |
| Sept. 24 | 9:30 AM | Admin, Finance, & PS (City Hall) |
| Sept. 24 | 7:00 PM | City Council |

The above meetings will be held in the Multi-Purpose Center located at 811 Main Street unless otherwise noted.
Last Revised August 22, 2019

August 2019



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



September 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 <i>Happy Labor Day!!</i> 	3 7 City Council Study Session— CANCELLED	4 	5	6	7
8	9 10:30 Buckley Hall Board 7 Planning Commission	10 9:30 A/F/PS 7 City Council	11	12	13	14
15	16	17 7 Transp. & Utilities	18	19 1 Comm. Services	20	21
22	23 7 Planning Commission	24 9:30 A/F/PS 7 City Council	25	26	27	28
29	30					

A. CITIZEN PARTICIPATION

B. STAFF REPORTS

C. MAIN AGENDA



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: ORD No. ____-19 Adopting Updates to Design Guidelines for the City HC Zone, SR410 Corridor & SR410 Subarea	Agenda Date: August 27, 2019 AB19-086		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival		X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James	X	X
	Police Dept – Chief Arsanto		
Municipal Court – Jessica Cash			
	PW/Utilities – Chris Banks		
Attachments: Planning Commission Report, Design Guidelines w/Exhibits and Ordinance			
<p>SUMMARY STATEMENT: The ordinance being presented for consideration reflects updates to the City’s Development Guidelines for the Historical and SR410 Corridor Review Districts and adds new standards for potential development in the SR410 Subarea. In addition the ordinance makes revisions to the current code language consolidated the process under one code section covering all three design review areas.</p> <p>The guidelines and adopting ordinance has gone through public hearing with the planning commission and City Council review at a public workshop on August 6, 2019.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Full Council Workshop 8/6/19			
RECOMMENDED ACTION: MOVE to Approve Ordinance ____-19 Adopting Updates to Design Guidelines for the City HC Zone, SR410 Corridor & SR410 Subarea.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

CITY OF BUCKLEY

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MEMO

To: Mayor Pat Johnson
City Council Members
From: City Planner Kathy James
Date: August 7, 2019
Re: Revised ordinance proposal for design guidelines

History.

The council met in study session August 6, 2019, to discuss the proposed design guidelines and adopting ordinance transmitted to the council for approval by the planning commission after its public hearing on June 3, 2019.

At the study session, the council directed Councilmember and Design Review Committee (DRC) member Connie Bender and me to meet and draft minor changes to the ordinance and guidelines as discussed at the meeting.

Proposed alterations to the adopting ordinance.

The following changes are proposed:

1. A whereas section is added at the front of the ordinance.
2. Subsection 19.50.040(1) is modified to identify the council as decision maker and to refer to the table in Title 20. It should be noted that if the decision maker is changed from the council to a new design-oriented planning director, or the planning commission, this section should be changed. An option is to leave the council out.
3. To the same section a reference to “major” is made.
4. Subsubsection 19.50.040(1.a) a requirement to send the director’s report to the DRC no less than a week before the DRC’s meeting is added. This was not discussed at the meeting, but may create a more business-friendly atmosphere that prevents discussions from being postponed to the next month’s meeting.
5. Subsection 19.50.040(2) is changed to clarify DRC review and transmittal to the planning commission. The intent of the change was to identify “minor” as opposed to the “major” in the preceding subsection and refer the reader to Table 2 of BMC 20.08.030.
6. Subsection 19.50.050(1) changes the date of the guidelines, which is assumed to be at the council’s next meeting, and change the incorrect “is” to “are.”

Proposed changes to the proposed Design Guidelines.

1. The date at the bottom is changed to the day of the next council meeting.
2. The page numbers were updated automatically.
3. The terms “stories” and “-story” are highlighted throughout the document for possible clarification discussed at the study session regarding the number of stories required in the different design areas:

- a. Historic District: not clearly specified, though the existing buildings are already one- and two-stories. If the Historic Commercial Zone is expanded into the NMU zone, this may need to be more clearly specified. As it stands, new buildings in the NMU zone are adequately addressed in Section III.D.5. A change was made in this subsection from “floors” to “stories.” The term “floor” is mostly used in this document to refer to a finished building level, mostly in Chapter IV, the Gateway District.
 - b. Gateway District: 2 or 3 (IV.E.1.a)
 - c. SR 410: 1 or 2 (V.D.3.b)
4. Section II.C.1.a changes “for” to “in” for clarity.
 5. Section II.C.1.h is added to clarify muted tones are required, rather than bright colors in all design areas.
 6. Section II.C.3.c is modified to clarify the comprehensive plan’s intent for transparency.
 7. Section II.D.1.a is modified to refer only to Table 2 of BMC 20.08.030.
 8. Section IV.D.3.c.vii is modified to replace “director” with “decision maker,” which is identified in BMC 20.08.030, Table 2.
 9. The modifications created massive amounts of white space on Page 11. Historic photos were added.

Recommendation from the city planner.

1. Ordinance changes. Accept all proposed changes.
2. Guideline changes. Accept changes; however, if changes to “stories” are preferred by the council, this could be a major change to the document that should require another public hearing with the planning commission. Changing the required stories in the design guidelines will change the massing and, therefore, the appearance of buildings.

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DESIGN GUIDELINES



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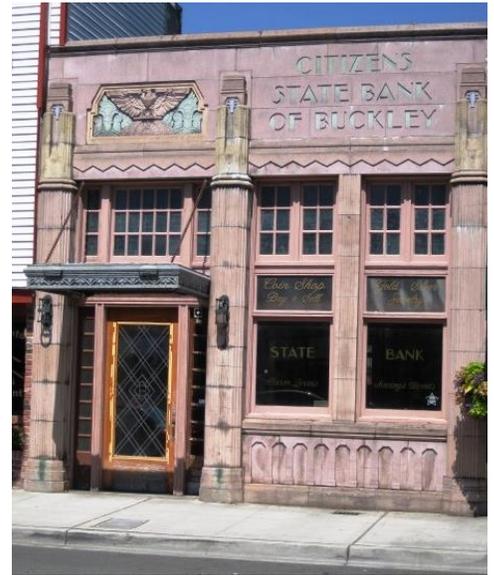
I. Welcome.

I.A Introduction.

The City of Buckley, originally named Perkin’s Prairie in 1882, is one of the oldest Pierce County communities, and it was a crossroads of activity for railroad, lumber, agriculture and mining interests. Traces of each industry are still present in the buildings and streets of the city.

The plateau on which Buckley is sited was an early trading route through the Washington Territory, with the Naches Pass Trail and Military Road passing through the area. Later, in the 1880’s, the Northern Pacific Railroad established a siding at White River as a part of the transcontinental rail link to the East Coast.

Recognizing that the railroad had the potential of securing more business interests, the town was renamed Buckley in 1888 for a division superintendent of the railway. Buckley was incorporated by the electorate in 1889.



766 Main Street



Although the anticipated railroad boom never fully materialized, the town was physically shaped by the railway. Especially at River Avenue, Ryan Road, and State Route 165, irregular angles on the dominant street grid created unusual intersections. Simplifying these intersections is continuous today.

Through the late nineteenth and early twentieth centuries Buckley grew slowly, remaining somewhat isolated from communities in the valley below. The town served as a local center of trade for farmers and loggers.

The business district, gutted by fire in 1892, and again in 1920, began to replace its simple wood framed storefronts with brick and cast iron buildings, taking on the appearance of an established, permanent city. Many of these buildings are good examples of the commercial architecture of the day.

As the influence of the automobile grew after World War II, and the markets and services in Tacoma and other towns became more accessible, Buckley’s downtown came under increasing economic pressure. Suburban supermarkets built in larger, adjacent towns in the 1950s and 1960s brought difficult times to downtown businesses in Buckley, the traditional hub of community life.

In the 1970s and much of the 1980s, Buckley’s relatively remote location, surrounded by farms, helped keep it insulated from the suburban sprawl that blurred the identities of other small towns in Western Washington. However, as the population of Pierce County increases and farms are sold for other uses, this insulation is beginning to disappear.

In 1982 the Burlington Northern Railway ended service on the tracks, and the railroad bed was acquired by the City and Pierce County forming the Foothills Trail. The 25-mile-trail has become a popular recreational destination for bicyclists, horse enthusiasts, and hikers.

As of 2019, the trail consists of 21 miles of paved non-motorized trail from South Puyallup to South Prairie, with a two mile paved section in Buckley. Plans were recently completed that connected the Foothills Trail in Buckley to the main paved trail in South Prairie which connects to other cities in Pierce County. Plans are in progress that will continue the trail north to the City of Enumclaw in King County. The 2015 Comprehensive Plan identified recreational aspects of the community as being a key to promoting economic development, and the Foothills Trail as a major recreational asset in Buckley.

The Highway 410 railroad right-of-way corridor, which is roughly described as between River Road, SR167/Ryan Road, and Park Avenue, is now referred to as the Rainier Gateway District. The Gateway District received close attention between the early 2000s to present day.

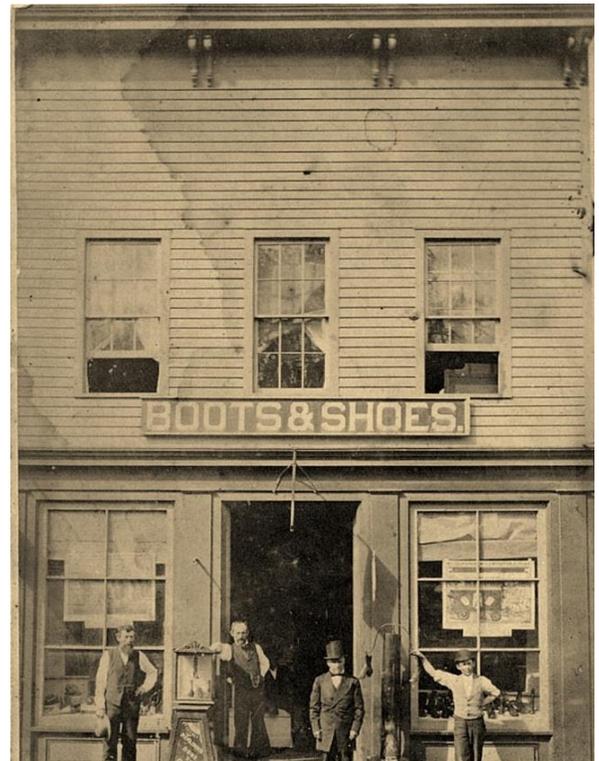
In 2013, students from the University of Washington conducted meetings with the public, performed surveys, and listened to the community to find out what it wanted for this area. The class presented its compilation of community desires and ideas for the Rainier Gateway District. It also proposed development of park land.

These design guidelines focus on improving aspects of urban design within the three design review districts in Buckley. The 2015 Comprehensive Plan defines “urban design” as architecture at the city scale; it considers the way buildings, streets, and the spaces between them relate to one another with the goal of creating vibrant, welcoming urban environments.” Further, in Element 4, Urban Design, it states:

“Thoughtful urban design can help tie different areas of the city together visually and functionally. Urban design can help establish Buckley as a niche destination in the region—one that draws people to the city looking to experience the town’s unique small town and historic atmosphere, and to take advantage of Buckley’s proximity to recreation opportunities.”

I.B Purpose.

The City of Buckley welcomes the opportunities that growth brings, but realizes it is important to maintain the city’s character, quality of life, and environmental biodiversity that make the city a desirable place to live and visit. Careful management of the city’s streetscape and building character is important.



*Buckley's Boots & Shoes
Note the window: tall and single hung*

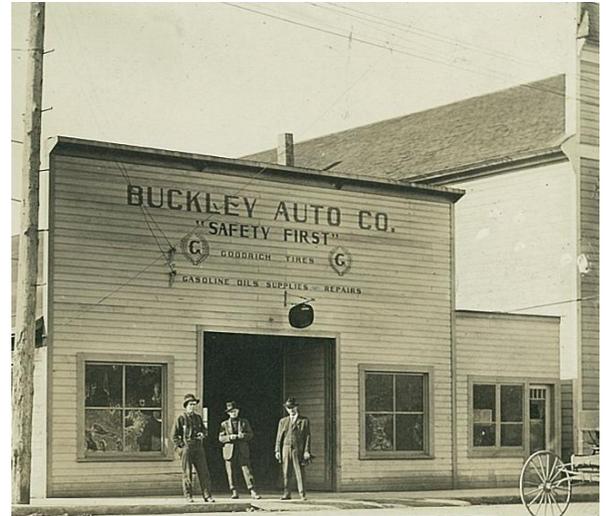
To this aim, the City established a Design Review Committee (DRC). This committee reviews proposals for restoration and new development in the city’s design districts. Proposed projects submitted to the DRC must meet the development standards outlined in these Design Guidelines.

I.C Regulation and applicability.

The following Design Guidelines illustrate the architectural features that are important to maintaining the character of the Buckley’s commercial areas and to establishing an appropriate identity for the town as it grows. The guidelines are to be applied to all new construction, reconstruction, and changes of use from residential to commercial. Except for multifamily residences, residential structures continuing to be residential are not required to conform to these guidelines.

I.D Unifying elements.

Commercial areas of the city should reflect an aspect of Buckley’s personality. In the comprehensive plan it’s called the “small town character.” It is the character of the city that says it’s friendly and people are welcome as they are, that we’re proud of our history, and that we care about one another. This character needs to be shown in each development through the choice of color, style, landscape, and roof form. Signs can also communicate a town’s personality and the type of sign used for each development should be designed with care to further the city’s character. The comprehensive plan describes the city’s small town attributes as follows:



*Buckley Auto Company
Note the false front and square windows*

Comprehensive Plan Policy 3.5.1

The city’s “small-town attributes” include at least the following: walkability across town, walkability to food, pharmacy, and businesses, residential porches facing street fronts, and large picture windows in businesses along Main Street. Providing pedestrian connections should be required as part of all development because these connections will promote pedestrian traffic to the business community.



Building across from Buckley Museum

II. Design approach.

II.A Introduction.

The character of Buckley's buildings is based on the city's development as a working community with ties to farming, lumber and railroad industries. Its commercial buildings are well constructed and are interesting not because of elaborate ornamentation, but for their history, craftsmanship and proportion. Buildings outside city limits were always utilitarian structures that stress strong, simple, functional forms over decoration. It is not the intent of these guidelines to introduce a clever theme or arbitrary style to the city, but rather to promote the honest restoration of existing structures and the construction of new ones in a manner that keeps with the history and spirit of the community.



Main Street sketch from 1991, Note: whimsical signs, clearstory windows, and benches

II.B Purpose.

To coordinate the design of future development the City of Buckley has, through ordinance, established a Design Review Committee (DRC) made up of three City Council members. Any exterior construction, reconstruction or remodeling of any structure, excluding single family dwellings, within the design review districts is reviewed by this committee. Development in the design districts is to be reviewed by the DRC, which will issue a recommendation to the decision maker as a part of the building permit process.

II.C Regulation & applicability.

1. General regulations

General regulations are found in the Buckley Municipal Code (BMC). These regulations include and are not limited to the following:

- a. Building height requirements listed in BMC 19.20.010. A maximum building height of 35 feet is allowed in commercial zones (BMC 19.20.010(2)); these design guidelines may specify the minimum and maximum number or height of **stories for-in** each design area;
- b. Setbacks and lot coverage specified in each zone's BMC section (Sections 19.20.050 through 100, BMC);
- c. Permitted and conditional uses listed in BMC 19.20.130;
- d. Parking requirements addressed in Chapter 19.28 BMC;
- e. Landscaping addressed in Chapter 19.29 BMC;
- f. Signs addressed in Chapter 19.30 BMC; signs are also addressed in these design guidelines.
- g. Permitting addressed in other sections of the Buckley Municipal Code and will apply to each application.

h. Building and sign colors shall be muted in all design areas.

2. Design review.

Applications within the design review districts for commercial, multifamily, and mixed uses must be reviewed by the DRC before issuance of a building permit. Other development subject to

design review includes major repairs, which is described in the code chapters requiring design review (BMC 19.50 and 19.51).

City of Buckley Design Review Districts.

Downtown Review District.

Includes Main Street and is roughly bounded by the foothills trail to the east side of the alley between A and B streets, and from Park to Mason avenues.

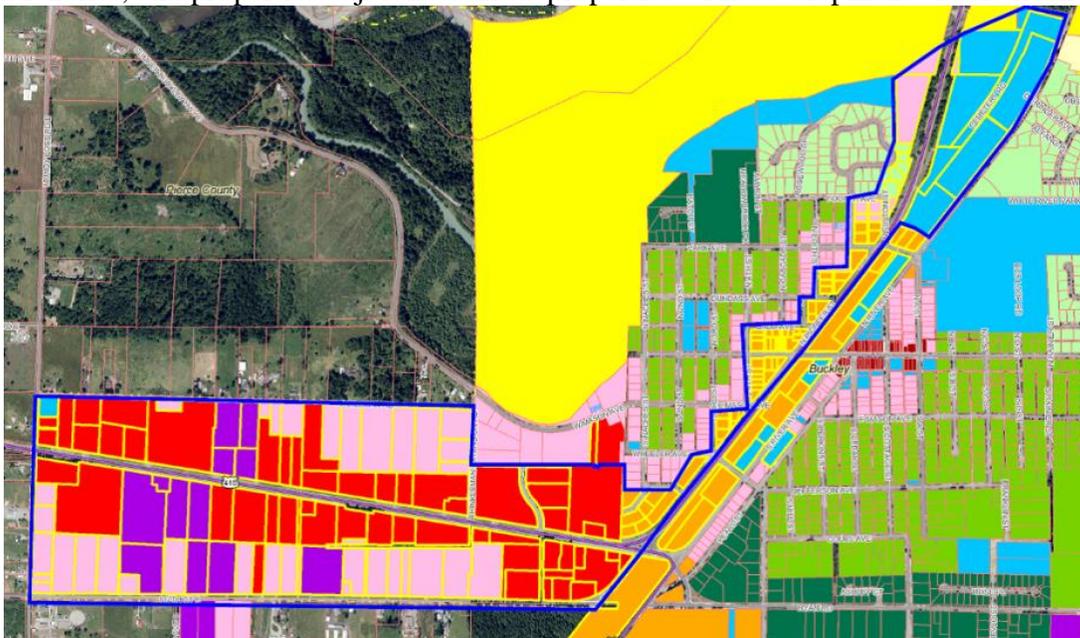
Rainier Gateway District.

All property roughly between Highway 410 and River Avenue, and Park Avenue and Ryan Road to the south.



Highway 410 District.

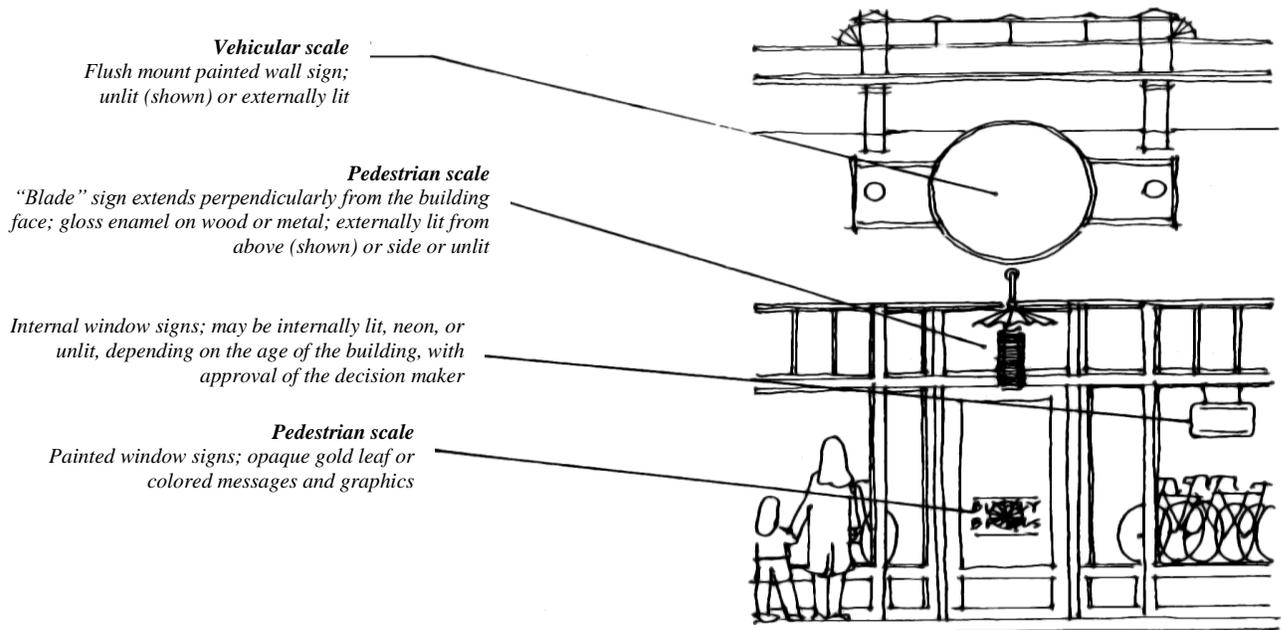
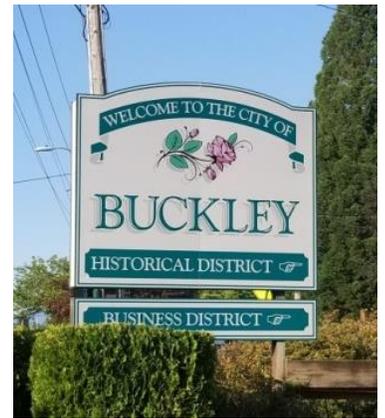
All property abutting the highway within the city limits in GC, CC, NMU, LI and P zones, and property in zones adjacent to these zones. This area includes all properties abutting SR 410 in the CC, GC, NMU, LI, and P zones, and properties adjacent to these properties with development visible from SR 410.



3. Signs.

Signs are regulated both by this document and Chapter 19.30 BMC. Sign regulations common to all districts are as follows:

- a. All signs shall comply with Chapter 19.30 BMC and these design guidelines.
- b. Sign colors shall be compatible with the colors and materials of the building façade and as described in these guidelines.
- c. Signs shall not obscure key architectural elements, such as doors and, or windows. In accordance with Policy 4.1.3 of the city's comprehensive plan, storefront visibility and transparency shall be essential.
- d. Simple shapes are preferred over complex geometries.
- e. Signs shall be professionally designed and constructed with high-quality materials.
- f. Signs on adjacent storefronts shall be coordinated in height and proportion and designed to unify the street elevation.
- g. Sign structure shall be designed to complement the sign and not clash with or overwhelm it.
- h. Attachments to building materials shall not permanently damage any architectural ornament or feature and shall avoid damaging bricks or masonry.



Example of signs that are pedestrian- or vehicle-oriented

II.D Design review applicant instructions.

1. Submittal Requirements & Review Criteria.

Submittals to the decision maker for proposed new construction and remodeling projects within the design districts must be made in the following format. Incomplete submittals may not be reviewed.

- a. The review body is either the Design Review Committee (DRC), or for minor projects, such as signs in the SR-410 district, the city planner as specified in BMC 20.08.030 Table 2.
- b. The applicant should show substantial compliance with appropriate elements of the design guidelines.

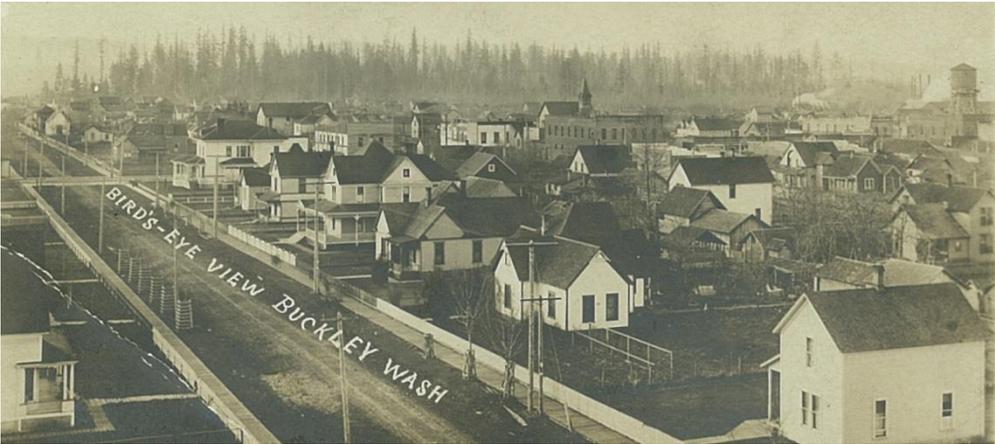
- c. General Submittal Requirements: All drawings (each sheet) must contain the following information:
 - i. Project Name, file number of associated site plan review, if applicable;
 - ii. Project Address, general location, parcel number, and STRQ/Q;
 - iii. Date, and an area for revision dates;
 - iv. Name, address, e-mail address, contact, and phone number of firm responsible for drawings;
 - v. North Arrow;
 - vi. Drawing scale: site development plan to be drawn at 1"=20' or 1"= 30'-0';
 - vii. Existing buildings to be removed or retained;
 - viii. Major landscape features existing and proposed;
 - ix. Existing and proposed topographic contours at 2'-0" intervals;
 - x. Existing streets and roads on or bordering property, including curb lines and sidewalks;
 - xi. Existing buildings and features within 100 feet of subject property lines;
 - xii. Exterior lighting location and types including mounting heights; and
 - xiii. Exterior sign locations and types.

2. Application Information.

Please show the following information on the design review application or elevation drawings:

- a. Area of proposed structure in square feet by floor;
- b. Lot coverage of structure (please state lot size in square feet);
- c. Lot coverage by impervious surfaces;
- d. Building height (please indicate the height of the highest part of the highest gable and the height as measured in accordance with the building code);
- e. Number and location of parking spaces; and
- f. Area, location, and depth of landscaping.
- g. Landscaping Plan. A landscape plan meeting the requirements of BMC 19.29 should be submitted with the site plan review, but it may be deferred until design review or toward the end of construction, if the DRC has sufficient information about the general design and intent of the landscape design;
 - i. Extent and location of all plant materials and other landscape features. Label individual plants or include a planting legend;
 - ii. Proposed planting materials drawn to scale at mature sizes and indicating spacing. Indicate mature heights;
 - iii. Species and size of existing planting materials to remain; and
 - iv. Location of water outlets or schematic irrigation system plan.
- h. Exterior Building Elevations:
 - i. Architectural drawings at 1/8"=1" or 1/4"=1" Building elevations are to be labeled with directional views (north, south, etc) rather than "front" or "right";
 - ii. Indicate doors and windows, architectural details, materials and finishes;
 - iii. Note existing and finished grades, base elevation and elevation of highest projection of building;
 - iv. Provide color and exterior material samples of the proposed color pallet; and
 - v. Illustrate on the plans the likely location(s) of any sign, whether on the building (façade) or on the site (monument).
- i. Architectural Details:
 - i. Details drawn to scale at appropriate sizes for all ornament, exposed structural systems and other details as required to describe proposal; and

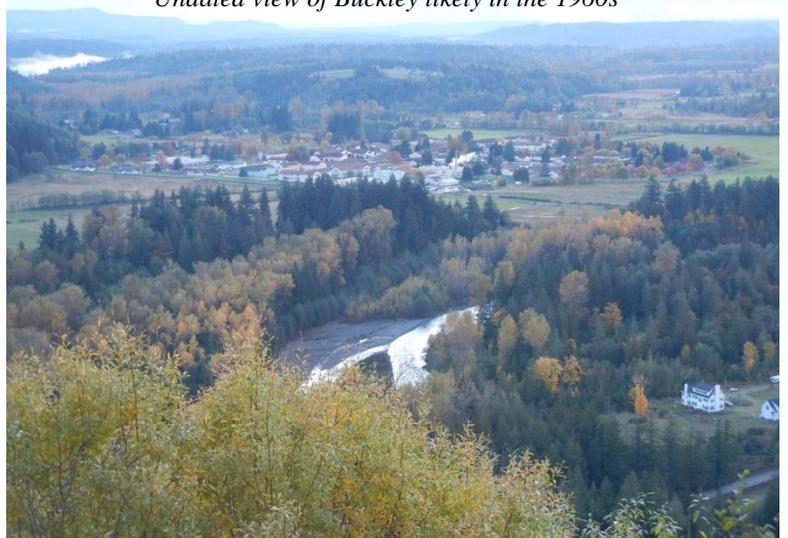
- ii. The DRC may require addition drawings of submittals for specific projects. Additional submittals are required for building and fire department approvals.



Undated view of Buckley



Undated view of Buckley likely in the 1960s



Undated view of Buckley likely in the 1970s

III. Downtown district.

III.A Introduction.

The Downtown District contains a mixture of commercial, public and residential properties. Its buildings include the well-defined commercial core on Main Street.

III.B Purpose.

These design guidelines apply only to commercial and public structures. Single family residences are not subject to review unless they are to be converted to commercial use.



*Oddfellows building, 711 Main Street, built in 1892
Note the arches and tall windows; also note the detailed cornices*

III.C Regulations and applicability.

The restoration of existing buildings or the construction of new structures downtown shall restore or maintain the elements that are most important to the architectural character of buildings on Main Street, as defined by these guidelines.

The Downtown District contains more than one zone; each should be considered differently. While all historic buildings should be restored as much as possible, the emphasis for the city is to maintain the historic look of downtown. This would include colors, signs, and ornamentation, such as cornices. Included in this district along River Avenue are parcels zoned Central Commercial; these parcels should be considered according to the historic guidelines in accordance with the year of construction.

The area surrounding the historic core is called the Neighborhood Mixed Use zone (NMU) and is designed to serve as a buffer zone between the commercial and residential areas. As a buffer, the architecture should reflect a portion of the historic requirements, but also reflect the designs of a single-family neighborhood. The NMU zone currently allows a variety of uses including single family residences, commercial, and mixed commercial/residential.

Main Street can be divided into three basic components: corner buildings, mid-block buildings, and miscellaneous buildings (those that don't quite fit into either category). The sketches on the next page show the basic breakdown of buildings as used in these guidelines.

1. Main Street buildings.

Main Street buildings are divided into three types: corner buildings, mid-block buildings, and miscellaneous buildings.

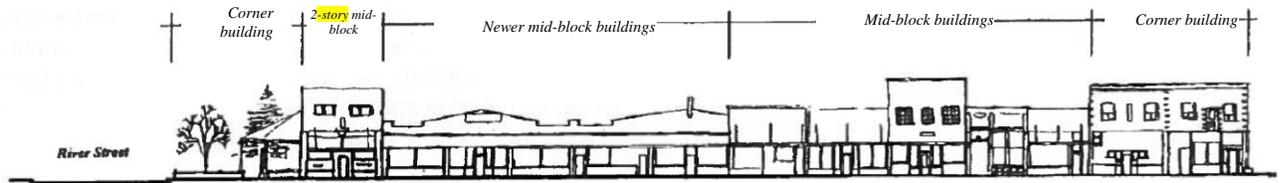
In the diagrams on the next page, you can see building sketches on Main Street. Please note the characteristics on the corners



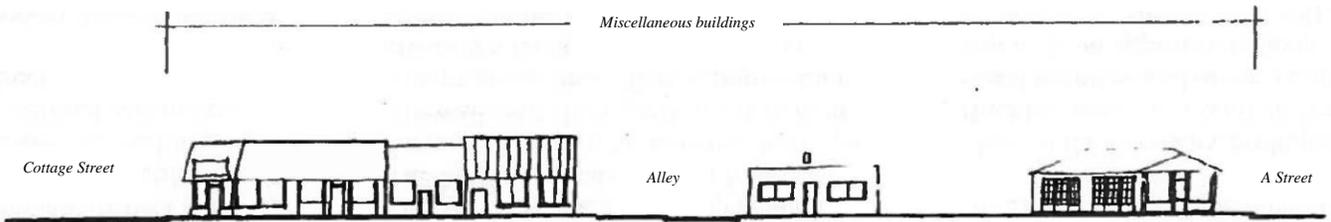
Corner building at Main Street and Cedar, 711 Main Street, built in 1892

and mid-block buildings in the pictures included in this document. The buildings differ in age, style and importance to the city's appearance. These buildings, which make up Main Street's core, have no setbacks from the sidewalk and share internal walls. This creates a feeling of enclosure and identity on the street.

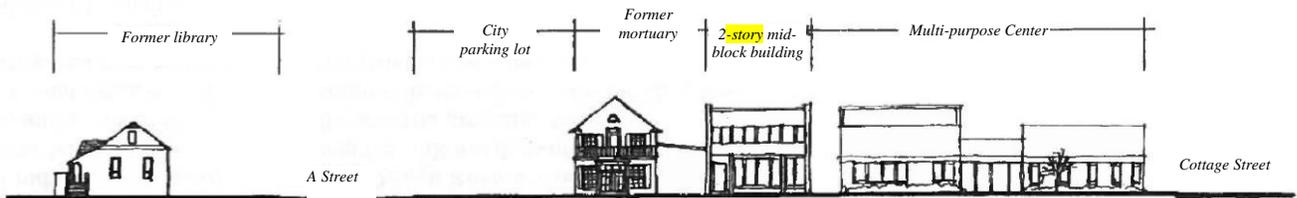
The architectural character of each building on Main Street in the Downtown Review District shall be identified and maintained, with renovations planned to be true to the original construction and subject to DRC approval. Buildings that lack strong character shall be renovated to compliment the rest of the Downtown Review District without resorting to gimmicks or false ornamentation.



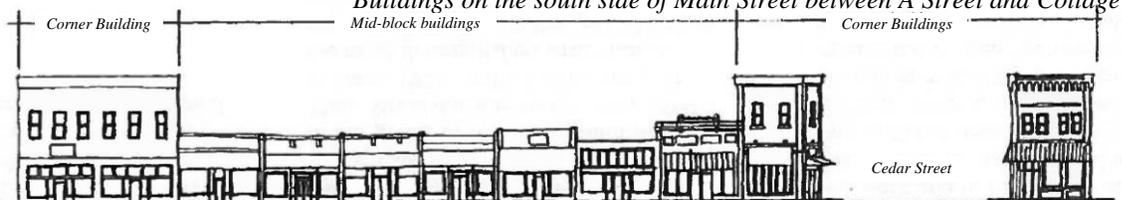
Buildings looking north on Main Street between River Avenue and Cottage



Buildings looking north on Main Street between Cottage and A Street



Buildings on the south side of Main Street between A Street and Cottage



Buildings on the south side of Main Street

2. Corner buildings.

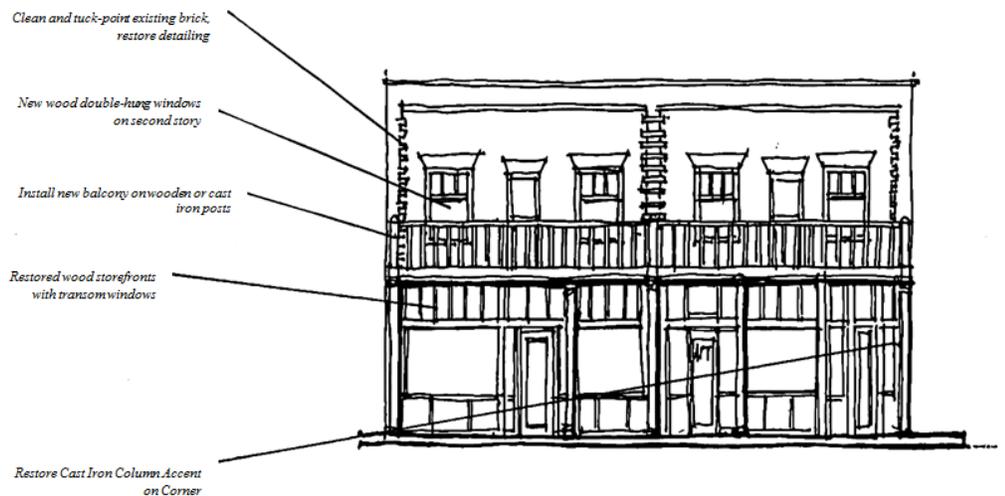
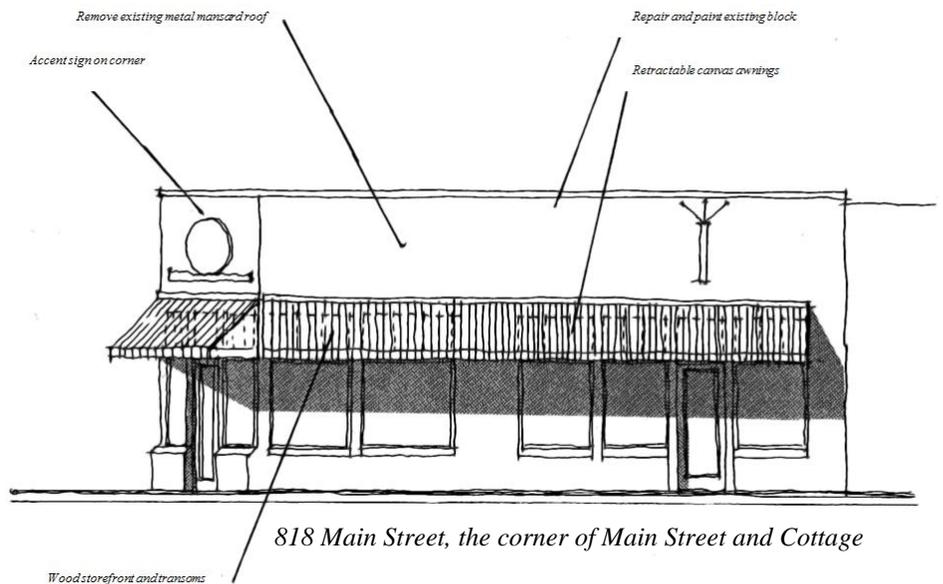
Some of the oldest downtown structures are at the ends of each block. Typically they are stone and brick, two **stories** tall with commercial tenants at street level and office or residential occupancies upstairs. These buildings add a great deal of character to Buckley, providing visual accents to define each major intersection. This oldest group of remaining

buildings on Main Street dates from the early 1890s to about 1920 and contains many of the most distinguished structures in town. Buildings from this period reflect many elements characteristic of late 1800s/early 1900s architecture: traditional stone and masonry work, cast iron storefronts and stamped metal cornices.

Most of the two-**story** buildings in Buckley were built with elaborate metal cornices and other ornamentation that adds an appropriate level of finish to their tops. Earthquakes and the effects of the weather have removed most of these details, but evidence of their overall architectural effect is visible in historic photos of Main Street and in commercial districts of similar age in other cities.

In typical buildings of this period, cast iron was often employed to imitate stone work and to form structural elements such as lintels or columns. Many of these elements remain but have been covered or disguised by non-conforming materials. Other cast iron elements have often been removed. The corner buildings include the following features:

- a. More than one story height, usually with commercial spaces on street level and offices or residential space above.
- b. Traditional brick and stone construction, often with elaborate detailing.
- c. Flat roofs with dominate cornices.
- d. Cast iron storefronts or wood storefronts.
- e. Wood sash double-hung windows.



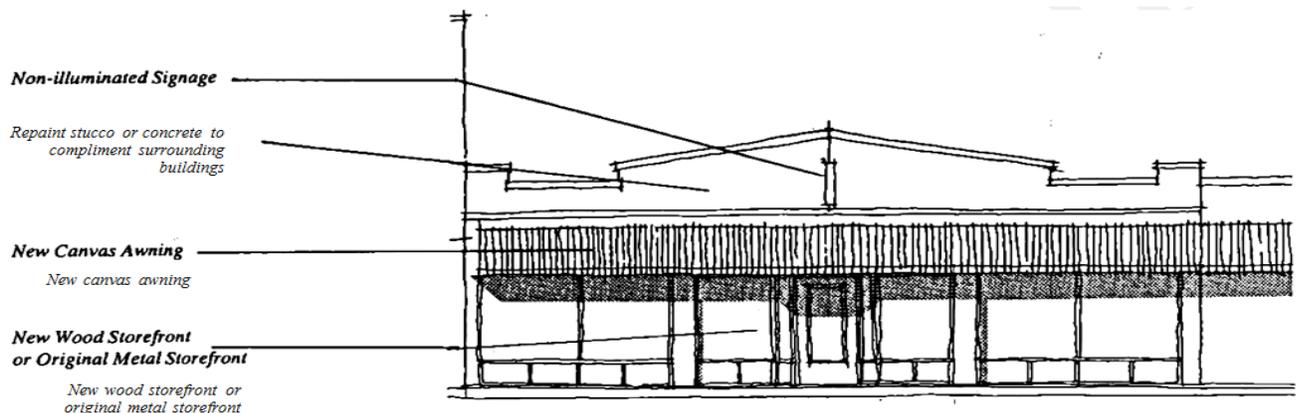
Example: Corner Building: 780-790 Main

These buildings are particularly important in providing definition to the corners and the end of blocks. It is their dominance at intersections that gives Buckley much of its character.

3. *Mid-block buildings.*

Between these larger structures are two groups of one-story commercial buildings, the groups being identified by age and type of construction. They are all similar in height, scale and detailing, and serve to tie the blocks together.

Many of these structures are as old as the corner buildings but are more modest in scale and detailing; while not the first noticeable structures on a walk down Main Street, they provide much of the detail and pedestrian scale interest that can give Buckley's buildings their individuality.



Example of a newer mid-block building

The older mid-block buildings share these elements:

- a. Typically twenty-five feet wide, brick construction.
- b. Usually a wood framed cornice on brackets was applied over the storefronts.
- c. One-story, commercial or professional buildings.
- d. Structure is less ornamental, with most of the detailing contained in storefronts and windows.
- e. Storefront glazing is maximized to show off merchandise. Infill below the windows is usually wood, as are sash members doors.

Some of the mid-block buildings were built more recently and constructed of poured concrete or concrete block rather than brick. They lack the detail of the older buildings both in structural detailing and storefront interest. They do, however, provide visual continuity to Main Street.

These buildings were built with economy in mind and are the second generation of structures in Buckley, built after the fire of 1920. They should be viewed as “background” buildings taking a backseat to their older, more ornate neighbors, and should not be ornamented to imitate them. It should, however, be noted that their infill function makes them an important part of downtown.

The newer mid-block buildings share these elements:

- f. Single story, commercial occupancies.
- g. Concrete or concrete block construction.
- h. Very simple lines with no ornamentation.
- i. Metal storefronts and doors that have replaced the original wood systems.

4. *Miscellaneous commercial buildings.*

The Downtown District contains several miscellaneous buildings with more individual characteristics. They exhibit a variety of roof forms, more variation in materials and vary greatly in age and use. Because yards and setbacks are introduced for parking, landscaping or service, these structures serve as a natural buffer and transition to the residential neighborhoods that surround the commercial center. The following are examples of miscellaneous buildings:

a. **Former Methodist Church and Mortuary, 873 Main Street.**

A dignified wood frame structure, currently painted grey, was moved to its present site many years ago. Its history and formality earn it a place on Main Street.

b. **Café, offices and laundromat on north side of Main, between 828 and 840 Main Street.** These

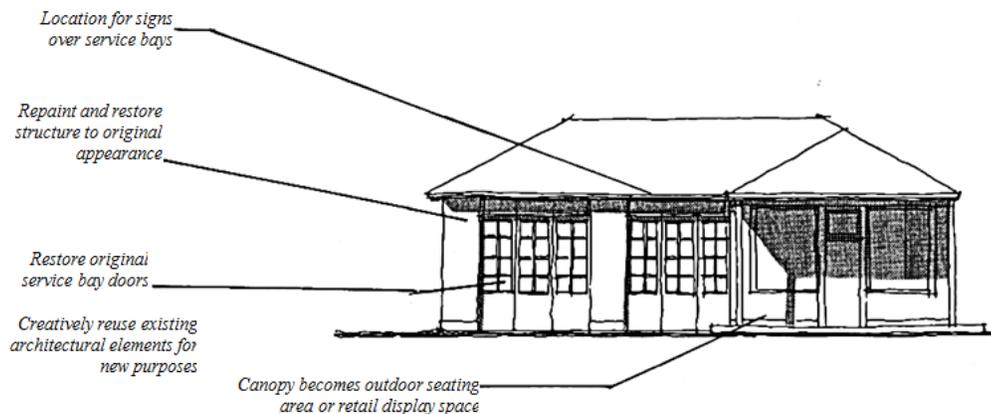
buildings provide some mid-block infill but are of such different materials from all other buildings in town that they should be dealt with individually as “background structures”.

c. **Former Gas station at “A” Street and Main, 818 Main Street.**

This type of gas station dates back to the 1940s and is becoming rare. The scale of the service bays, windows and roof forms make it good transition to the residential neighborhoods to the east.



873 Main Street, former Methodist church and mortuary, built in 1928



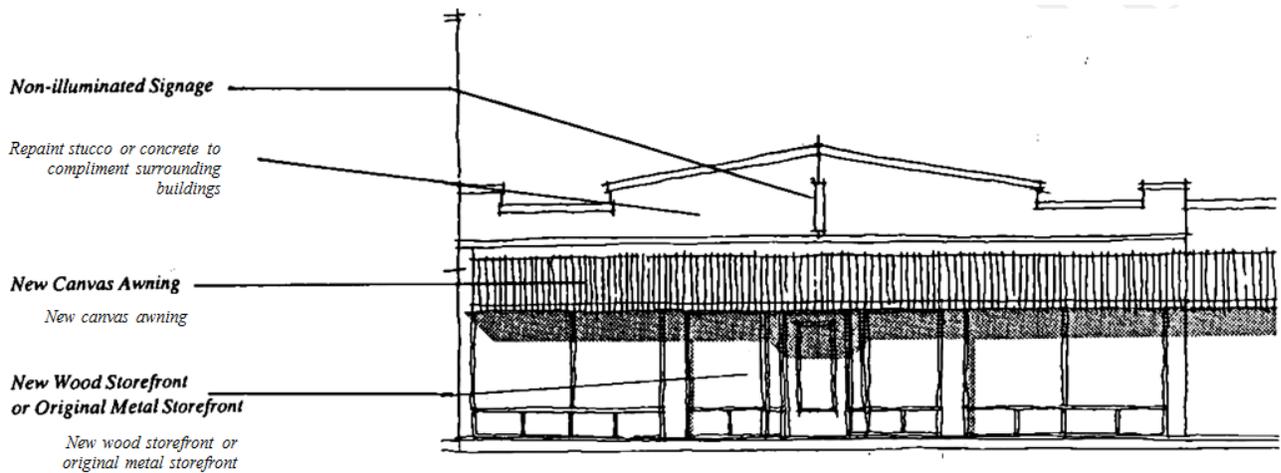
d. **City Multi-Purpose Building, 811 Main Street.** On the site of the Old Buckley Hotel, this one-story brick and wood public building was built in the 1970s and was an attempt to reflect Buckley’s rural setting. It is an example of roof forms, material, building siting and scale that do not contribute to the traditional personality of Main Street.

5. *New commercial buildings in the NMU zone.*

Construction, reconstruction, in-fill, or conversions from residential to commercial uses in the NMU zone surrounding the historic commercial zone on Main Street in the Downtown District should use the following standards:

- The use should be set back from the property in conformance with the zoning ordinance in effect at the time the commercial use is to be established.
- The area between the sidewalk and the building should be landscaped or decorated.
- New construction should have no more than two ~~floors~~ stories.

- d. One-story buildings should have pitched roofs like a house.
- e. Two-story buildings may have pitched roofs.



Example of a newer mid-block building

III.D. Architectural design.

Restoration and renovation of Downtown Review District buildings in the Historic Commercial (HC) zone shall be carried out in accordance with the following guidelines.

1. Masonry.

The following design guidelines apply to masonry:

- a. Use original materials. Non-original materials such as wood, metal or plastics, are not acceptable substitute materials for original masonry walls. Stylized exterior cement walls may be acceptable.
- b. Do not sandblast. Use clean brick and stone with water and non-abrasive cleaners that will not erode or change the surface of the material.
- c. Repaint brick and stone joints to match original grout profile. Repair cracks and replace non-conforming masonry work or other non-masonry materials with brick or stone that matches the color and dimensions of original materials.
- d. Restore to unpainted conditions whenever possible. Most brickwork in Buckley was originally unpainted. Use of high quality, low sheen sealers is acceptable. If repairs to brickwork are extensive or matching materials are not available, painting of brick may be an acceptable alternative.
- e. Perform seismic bracing without damaging or destroying original materials. The introduction of bolts and new structural supports on the building's exterior should be avoided or carefully planned.
- f. Repair masonry cornices to original profiles. Substitute materials may be acceptable to achieve original visual appearances if structural or other construction constraints do not allow reconstruction in masonry.



Example of masonry building

2. Concrete or stucco exteriors.

Patch and repair concrete or stucco as required. Remove any non-original materials such as wood or metal siding. Repaint to compliment natural brick structures.

3. **Wood storefront and detailing.**

Restore wood cornices and storefronts to original condition using historic photographs as a guide. Much of the character of these buildings lies in the quality and proportions of the carpentry work and much pedestrian interest can be created through proper restoration.

4. **Wood windows.**

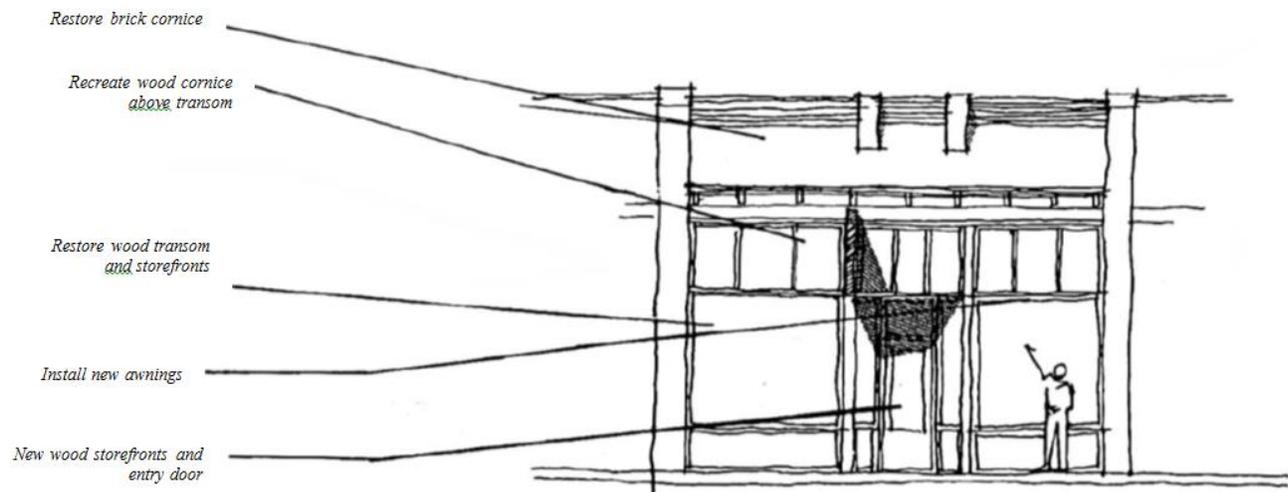
- a. Windows on masonry buildings are typically taller than they are wide, in a 2:1 or 3:1 ratio. Upper transom panels are broken into individual tiles that are vertically oriented. These proportions as well as the size and thickness of sash and mullion members are to be maintained or restored to original appearance.
- b. Newer, energy efficient types may be considered by the DRC when constructed in a style that compliments the intent of these guidelines.



Window treatment in the HC zone

5. **Metal cornices and ornament.**

Repair or replace building cornice work with new materials, basing profiles on photographic evidence available. Original stamped aluminum or fiberglass castings should be made from remains of any existing cornice fragments. Paint restored cornices and ornament to match original, basing color selection on shades and tones visible in photos, and on evidence of color preferences known from similar buildings.



6. **Cast iron structure and storefronts.**

Restore or replace all cast iron work to match original profiles. Fiberglass or aluminum castings are acceptable substitutions for cast iron that is missing or beyond repair. Paint new work to replicate historic conditions, as based on photographic evidence and similar built examples from adjacent structures or other cities.



745 Main Street, built in 1904

III.E New Construction and unifying elements.

New structures built within the Downtown Review District shall be constructed to complement existing buildings, but should not attempt to imitate or literally copy them. Setbacks, roof forms, building heights and general massing shall be in keeping with the existing structures on either side of the proposed site.

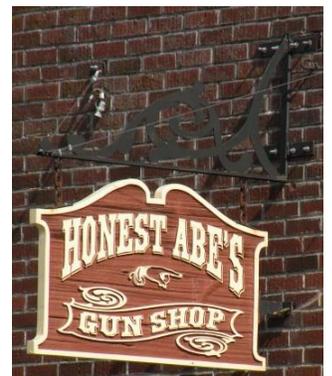
New buildings constructed on Main Street shall be designed to reinforce the traditional pattern of two-story corner structures and one-story mid-block buildings.

Doors, windows, details and ornamentation shall be of similar materials, scale and proportion to those elements found on existing buildings and described elsewhere in these guidelines.

1. Signs.

Signs in the Downtown Review District are to be designed with pedestrians in mind. The size, scale, color and lettering of messages shall be appropriate to walking and slow vehicular speeds and be reminiscent of original Main Street signs as found in photographic documents.

- a. Signs shall be part of the design review and shall be reminiscent of the styles and materials available at the time the building was constructed. The decision maker shall take into consideration the skill and technical quality of signs submitted for approval and may rescind approval for any sign not executed in accordance with materials submitted for review.
- b. Sign area shall meet the thresholds specified in Title 19 of the Buckley Municipal Code.
- c. Signs shall not cover architectural ornamental features, unless originally a feature of the building.
- d. Signs and individual letters shall be sized appropriately for slow moving traffic and pedestrians.
- e. Signs on adjacent storefronts shall be coordinated in height and proportion and designed to unify the street elevation.
- f. Projecting signs and signs placed flat against the building wall are encouraged. Projecting signs shall be consistent with the period of building to which it is affixed, and shall be consistent with the time period of the building.
- g. The restoration and preservation of historic wall and architectural signs is encouraged. No new signs shall be installed or painted in place of historic signs.
- h. Signs shall be professionally lettered and display a level of craftsmanship appropriate to the Downtown District. Lettering shall be of a traditional block or curvilinear style which is easy to read and similar to the style of building. Generally, no more than two different lettering styles should be used on one sign. Examples of acceptable lettering fonts are included in the Design Approach section of these guidelines.
- i. Construction shall be of metal, wood or other durable material as approved by the DRC and appropriate to the building on which the sign is installed.
- j. Sign colors shall be appropriate to the era in which the building was constructed and in all cases be consistent with the predominantly red brick facades of downtown buildings.

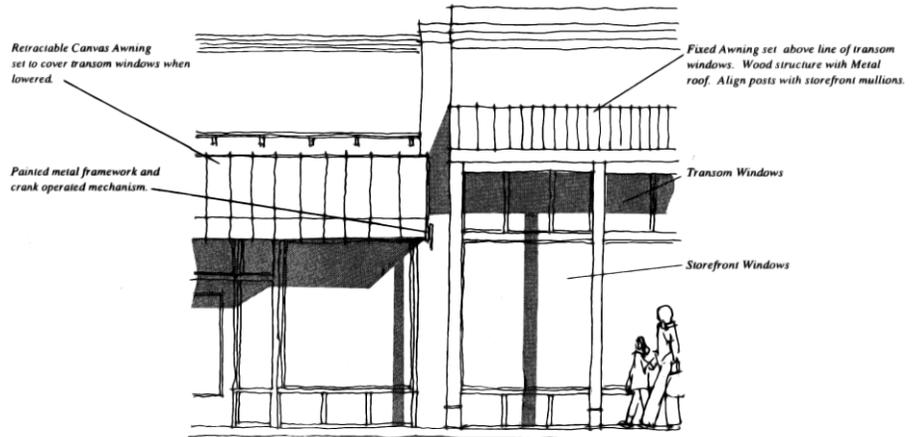


- k. Signs in the Downtown District shall be unlighted or lighted from external sources. Neon signs may be acceptable to the DRC if custom-designed to be similar to the building's historic or architectural features. Neon signs shall not flash, blink, move, twirl, or manipulate lettering.
- l. Sign structure shall be designed to complement the sign, not clash or overwhelm it. Attachments to building materials shall not permanently damage any architectural ornament or feature, and shall avoid damaging bricks or masonry.

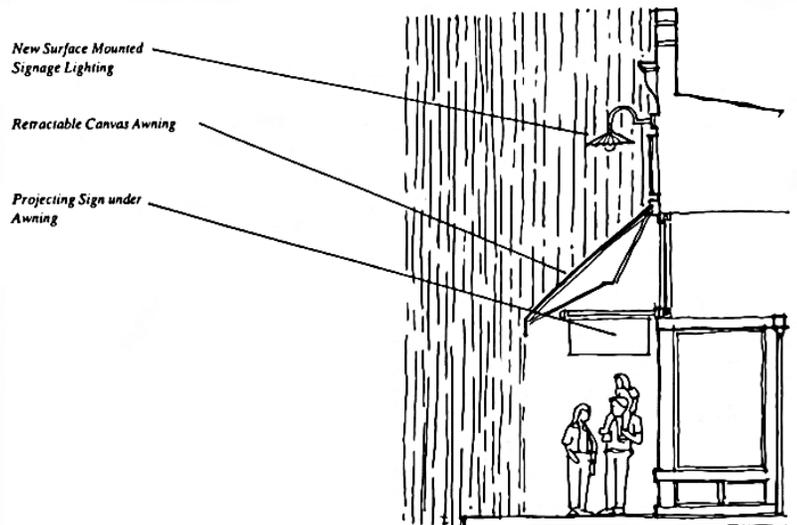
2. Awnings.

Awnings are a traditional addition to the facades of buildings downtown and shall be encouraged as a unifying exterior feature.

- a. All awnings shall be compatible with neighboring buildings and complement the historic character of the buildings on which they are placed and design shall be based upon historic counterparts. They shall reflect the architectural style and form of the building and shall be, or appear to be, retractable in keeping with historic precedent.
- b. Awnings shall be attached to the building in a manner that does not permanently damage the structure or obscure significant architectural features.
- c. Construction shall be of canvas-like materials in traditional textures and sheen.
- d. Back-lighted or translucent awnings are not allowed.
- e. Awnings shall be in color and/or patterns which complement the building and have basis in the historical record.



Awning sketch in the Downtown District from the 1991 Guidelines



Awning sketch in the Downtown District from the 1991 Guidelines

3. Building color.

- a. Color for existing buildings in the Downtown Review District shall approximate the original colors of materials and finishes.
- b. Materials may be scraped to provide evidence of former schemes or written or anecdotal evidence used to establish an authentic color palate. Since color is subjective, however, the original color may have been inappropriate and painted over. Discretion should therefore be used in the selection of any new color scheme. Several national paint companies have introduced colors which have historic origins. Review of historic colors appropriate to the

building's age can be a good method of selecting a scheme. Any colors selected should be judged for their appropriateness to use in the City of Buckley.

- c. All color schemes shall be reviewed and approved by the DRC prior to application. The DRC may require sample applications of paint colors on site before final approval. Building colors shall contribute to the architectural character of the building and be considered in combination with signs, awnings and other elements.
- d. Original building colors shall be considered for any existing building renovation. For new construction, colors should be chosen that are muted, earth tones and work well with the overall red brick color of most downtown buildings. Color schemes employing many colors or particularly bright colors shall be avoided.
- e. Color shall be selected to emphasize building form and to highlight major features. Surfaces which were not painted originally shall not be painted unless specifically approved by the DRC.



Undated streetfront photo looking east. Note the clearstory windows



One of the city's historic photos showing signs and awnings; Note the windows and roof modulation



Undated streetfront photo; the hotel on the left is where the multipurpose center is now; Note the windows, buildings overhang, and sign lettering

IV. Rainier Gateway District

IV.A Introduction

These design guidelines are intended to guide land use and site development in the Rainier Gateway District. The City believes adherence to these design guidelines will lead to a more successful and cohesive Rainier Gateway District.

IV.B Purpose.

Buckley's Rainier Gateway District presents an opportunity for the community to connect development in the SR 410 Corridor with a revitalized historic downtown. The design of the Rainier Gateway District should reflect the community's desire to preserve open space and views of Mount Rainier, transition from the auto-dependent SR 410 to the more pedestrian-friendly historic downtown, and strengthen the non-motorized connections created by the Foothills Trail.

IV.C Regulations and applicability.

Development in the Rainier Gateway District should connect the western commercial Highway 410 District with the Downtown District. These connections should be visual as well as by use.



View from the proposed Gateway District

1. Pedestrian connections.

- a. Developers shall provide connections to adjoining uses, access to the Foothills Trail, and provide pedestrian and bike paths for their development.
- b. Where pedestrian walkways cross streets or internal vehicular routes, they shall be distinguished by a change in paving material, color, and texture.
- c. Crosswalks shall be clearly striped to improve visibility and safety of the pedestrian.

2. Foothills Trail connections.

- a. Wherever possible, separate bicycle and pedestrian paths should be provided. If it is not feasible, additional width, signs and pavement markings should be used to lessen conflicts between Foothills Trail users.
- b. Provide signs with typical notices for multimodal users to accommodate pedestrians, runners, bicyclists, and skaters.



View looking south of the Gateway District

3. **Bicycle amenities.**

- a. All new development shall provide adequate bicycle infrastructure, such as sidewalks, crosswalks, bike paths, and bike racks.
- b. Bicycle parking facilities shall be conveniently located either in the street right of way, along the Foothills Trail or at the main entrances to buildings. Bicycle parking facilities should be no farther away than the closest parking space. The location of the bicycle parking facilities and subsequent parking should not interfere with pedestrian passage.
- c. Where bicycle parking facilities are provided, they shall be stationary racks that support the bicycle with at least one point to which the user can lock the bicycle and one wheel and frame with a high security U-shaped lock or cable lock. Rail-type, Inverted U, and Cora are recommended options.
- d. Original designs for bicycle parking facilities that reflect local character are encouraged. Bicycle parking facilities should also be weatherproofed and/or covered whenever possible.
- e. Bicycle parking facilities shall be located where they are visible from street sidewalks or building entrances so that sufficient security from theft and damage is provided.
- f. Residential bicycle parking facilities shall be located in a secure location, either indoors or in a locked, covered outdoor cage.

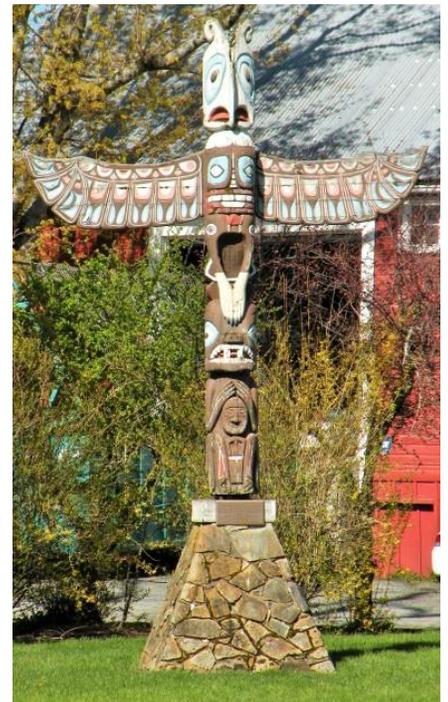
4. **Open space.**

Plazas and open space shall be provided to link the Foothills Trail with commercial areas. A combination of four or more site furnishings shall be provided in open space areas or pedestrian walkways.

Where possible, seating areas should be oriented to the Foothills Trail and/or views of Mount Rainier.

Site furnishings include but are not limited to:

- a. Trash and recycling receptacles (required as one of the four site furnishings).
- b. Benches/seating.
- c. Tables.
- d. Bicycle racks.
- e. Drinking fountains.
- f. Pedestrian scaled lighting (other than streetlights in the public right-of-way).
- g. Public art.
- h. Container plants.



Totem at Main and River

5. **Design.**

Landscape design between the Foothills Trail and SR 410 shall use native plantings as much as possible. A list of native plants is available at City Hall. Where native plants are not used, the designer shall indicate why the non-native species has been selected and list its benefits over a similar native plant.

- a. Plantings shall be selected to support their intended use. Where recreational use of open space is provided adjacent to the Foothills Trail, plant selection should consider the impacts of this use on nearby shrubs and groundcover.

- b. Open spaces and plazas shall be framed with trees to shade and define public spaces.
- c. Existing large trees shall be retained wherever possible to provide shelter for gathering spaces. These trees serve as symbols of Buckley's logging heritage.

6. Signs.

All signs shall comply with Chapter 19.30 BMC and these design guidelines.

- a. Sign colors shall be compatible with the colors and materials of the building facade.
- b. Signs shall not obscure key architectural elements, doors, or windows.
- c. Simple overall shapes are preferred over complex geometries.
- d. Signs shall be professionally designed and constructed with high-quality materials.



*Buckley Library, 123 River Ave
Built in 1992*

7. Lighting.

Lighting along River Road and the Foothills Trail should help users feel safe and comfortable, while still preserving the feeling of rural open space in the corridor.

- a. All building entrances shall be illuminated. Commercial buildings and landscaping can be illuminated indirectly by concealing light fixtures within buildings and landscaping to highlight attractive features and avoid light intrusion into neighboring properties.
- b. Lighting fixtures should satisfy dark sky requirements and use minimal power.
- c. Lighting fixtures located on buildings should be concealed or integrated into the overall design of the project. The light source should be hidden from direct pedestrian or motorist view.

8. Public art.

Public art should serve as a landmark and establish a gateway at the intersection of SR 410 and Main Street.

- a. The Rainier Gateway Subarea Design Guidelines pertaining to style and materials should inform public art themes.
- b. Natural materials such as wood and stone are highly recommended. Other materials that reflect Buckley's historic character are encouraged, such as iron and Wilkeson sandstone. Modern materials such as glass and plastics are discouraged.
- c. Public art should recall Buckley's heritage, accentuate the Foothills Trail, and/or highlight Buckley's natural surroundings.
- d. Functional public art, including but not limited to benches, shelters, bike racks, or children's play equipment, is encouraged.

9. Other Elements.

- a. Signs shall be provided to guide trail users to public restrooms, commercial uses, and points of interest.
- b. Foothills Trail amenities and features should be aesthetically pleasing, encourage use, and discourage illegal behavior.
- c. Public bathrooms and picnic structures should follow the materials design guidelines specified for Rainier Gateway District buildings.



Veterans' Memorial

- d. Public refuse receptacles in commercial sites shall consist of low-saturation colors and be simple in design.
- e. Pavement colors shall be compatible with other pavements in Buckley. Commercial open space and plazas can use cool colors and varied saturation, degree of darkness, and shapes.

IV.D Site design.

Projects within the Rainier Gateway District shall be designed in compliance with all City of Buckley planning and development requirements. In addition, projects subject to review shall include as many of the following five elements as possible: orientation, setbacks, building entrance, parking and vehicle access, and screening dumpsters, utilities and service areas; all of which are described in more detail as follows:

1. Orientation.

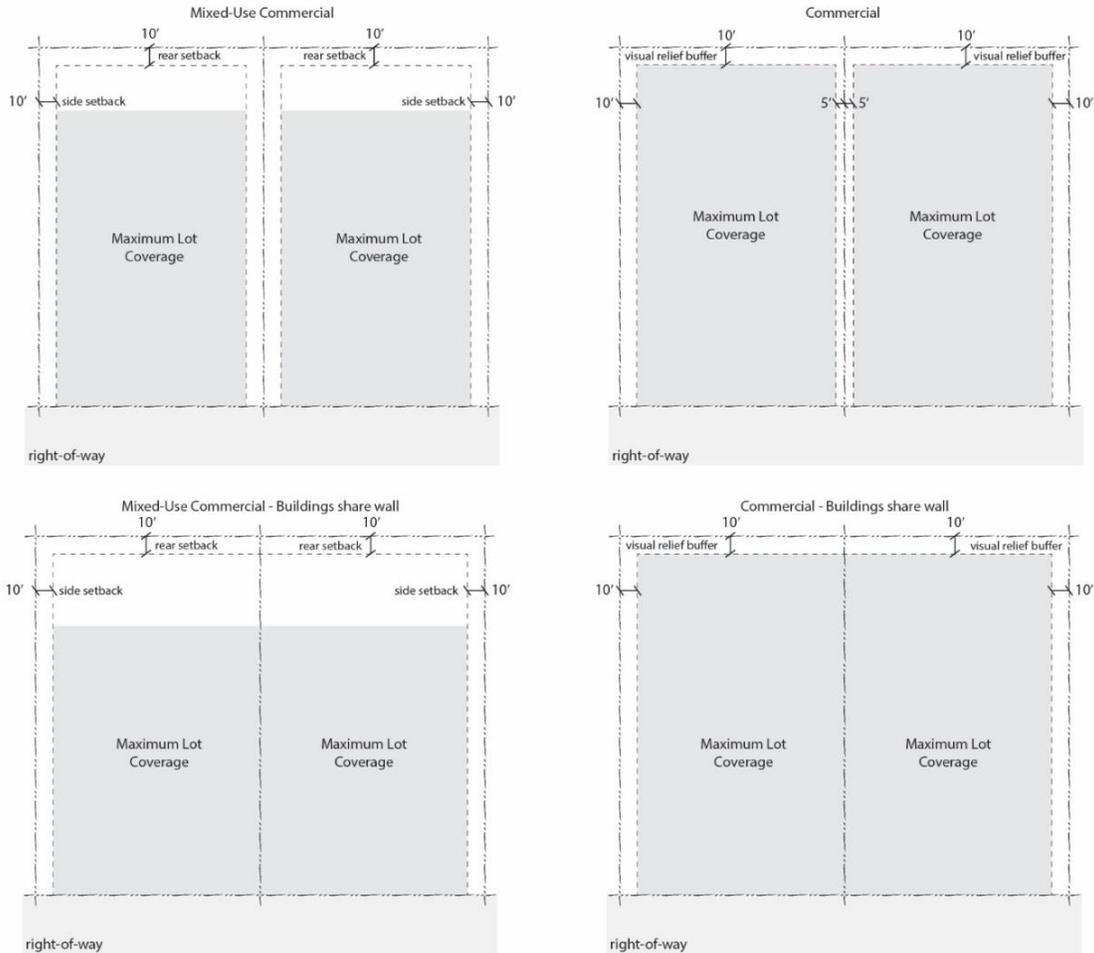
- a. Buildings shall be oriented to the street, with a secondary entrance facing the Foothills Trail to encourage pedestrian activity and define common open space.
- b. Buildings shall define edges of public space and create a comfortable, pedestrian-scaled environment.
- c. Buildings located on corner lots shall be designed to positively define and frame both streets they front.

2. Setbacks.

Building setbacks shall be the same as specified in the individual land use districts, except for the following:

- a. Where a commercial use is located on the first floor, the front setback may be reduced to zero.
- b. Where minimum requirements for side setbacks exist, these may be reduced to zero only where buildings are attached.
- c. The maximum front setback from River Road shall be ten feet, where plazas, landscaping, benches, bicycle parking, and other pedestrian and trail-user amenities are provided. Where pedestrian amenities are not provided, and the proposal is for a commercial use, buildings shall be located at the front lot line in order to create a distinct street edge and foster a more pedestrian oriented environment.
- d. A maximum five-foot side setback shall exist where the following conditions occur on the opposite side lot line:
 - i. Where parking is located on the side of the building.
 - ii. Where public open space is located on the side of the building.
 - iii. Where additional width is required to accommodate pedestrian walkway between the Foothills Trail or River Road and the primary entrance.
 - iv. Where buildings are setback from the Foothills Trail along the rear frontage, the space shall contain public and trail-user amenities. Outdoor dining and seating areas may be located within the rear setback.

Building Setback Example Diagram



3. Building entrance.

Buildings shall provide a primary entrance facing River Road. Primary entrances shall be clearly identifiable as the primary entrance to a building and oriented to the sidewalk and street.

- a. A minimum of one Foothills Trail-oriented public entrance (secondary entrance), accessible during normal business hours, is required for all buildings located less than 50 feet from the Foothills Trail.
- b. If a secondary, or Foothills Trail-oriented public entrance is not provided, a public walkway accessing the primary street-oriented entrance from the Foothills Trail must be provided. If located along a shared lot line, public walkways may be consolidated between adjacent lots.
- c. Public entrances shall be made visible and prominent using architectural elements, such as canopies, fixed seating, large doors, porches, or protruding or recessed entrances. Primary public entrances shall be enhanced by no less than three of the following:
 - i. Provide at least 200 square feet of landscaping.
 - ii. Provide pedestrian facilities, such as benches, special paving, or bicycle racks.
 - iii. Provide a trellis, arbor or other building element that incorporates landscaping.
 - iv. Provide adjacent window displays.
 - v. Architectural details integrated into the building structure and design.
 - vi. Provide artwork or special pedestrian scaled signs.
 - vii. Other methods approved by the ~~director~~ decision maker as meeting the intent.

4. *Parking and vehicle access.*

Parking shall primarily be provided on River Road. When the required minimum number of off-street parking spaces as dictated by BMC 19.28.040 cannot be accommodated on River Road, off-street parking shall be located in City designated parking areas and designed to meet the following standards.

- a. Vehicle parking shall not be located between the Foothills Trail and the back of the building.
- b. Parking lot entrances (curb cuts) should not interrupt the level grade of the sidewalk.
- c. Parking lot entrances and exits must be as narrow as fire code will permit.

5. *Screening dumpsters, utilities and service areas.*

- a. Service areas (loading docks, trash dumpsters, compactors, and mechanical equipment) shall be located to avoid negative visual, olfactory, auditory (noise), or physical impact on the street or trail environment.
- b. Service areas should be located to one side of the buildings and should be visually diminished using screening by landscape or architectural features in a manner that is compatible with the building and site design.
- c. All rooftop equipment (mechanicals, HVAC) should be screened from public view at street level.

IV.E Architectural design.

The Rainier Gateway District is considered "Buckley's front yard." Similar to a front yard meeting the street, a proposed building fits into its context by relating to the public right-of-way. The character of the public right-of-way is determined by the width of the right-of-way, landscaping and street trees, setbacks, height, width, orientation, and architectural style of the buildings. The following design guidelines deal with general design concepts as well as specific and prescriptive design elements intended to guide the design of new construction in the Rainier Gateway District.

1. *Massing and articulation.*

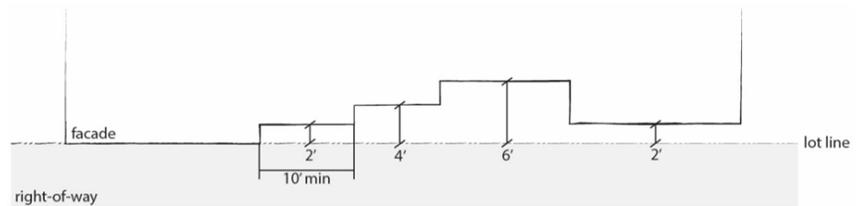
- a. **Building height.** Buildings shall be a minimum of two **stories** and a maximum of three **stories** or a total of 35 feet in height. The ground floor shall have a minimum height of 12 feet as measured from finished floor to ceiling.
- b. **Building articulation.** Buildings shall include articulation along the facades facing and visible from River Road or the Foothills Trail. All new development shall employ at least two of the following elements. If the proposed building is more than 100 feet wide as measured along any façade facing the street or trail, then the building shall use at least three of the following elements:
 - i. Changes in materials.
 - ii. Individual bays or protruding storefronts.
 - iii. Balconies or decks on upper floors.
 - iv. Separated, distinct roof forms.
 - v. Extrusion of corners.
 - vi. Distinct window patterns.
 - vii. Changes in colors.
 - viii. Other features approved by the decision maker as meeting the intent.



Example: Buildings with Good Articulation and Modulation

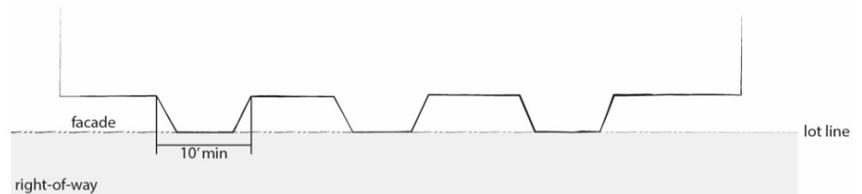
c. Horizontal building modulation.

i. The maximum façade width along the facades facing and visible from River Road or the Foothills Trail, as measured horizontally along the building exterior, without building modulation shall be 25 feet.



Example: Horizontal Modulation

ii. The minimum width of modulation shall be ten feet.



iii. The minimum depth of modulation shall be two feet.

iv. Building frontage at the ground level may not modulate in depth more than six feet. Roof decks, balconies, or bay windows may be used as all or part of the building modulation and they may exceed this requirement.

d. Roof line modulation. Modulate the roofline of all facades visible from a public right-of-way, the Foothills Trail, parking areas, or open spaces. Roof forms must include one or more of the following:

- i. A gabled, hipped or shed roof with a slope of at least 6 feet vertical to 12 feet horizontal. The individual segments of the roofline must not extend more than 25 feet in width, measured horizontally.
- ii. A continuous flat roofline that extends no more than 25 feet without modulation. Modulation shall consist of either:
 - A. A change in elevation of the visible roof line of at least four feet;
 - B. A sloped or gabled roof line segment of at least ten feet in width and no less than three feet vertical and 12 feet horizontal; or
 - C. A combination of both A and B.

- iii. Coordinated modulation of rooflines on multi-tenant buildings to highlight key building entries and/or change in building tenants or uses.
- iv. Roof modulation in mixed use or multifamily buildings that employ:
 - A. A gable, gambrel or hipped roof;
 - B. Broken or articulated roof line;
 - C. Prominent cornice or façade or parapet that accentuates the top of the building; or
 - D. Other roof element that accentuates the buildings concept and helps it fit in with neighboring structures with prominent roofs.
- v. Alternative designs subject to approval by the director, if they demonstrate that the proposed design meets the intent of the standards.

2. Upper level step backs.

- a. Building façades shall be stepped back above the first story on both the street and Foothills Trail frontages for residential uses. The intent of this section is to provide outdoor living space for apartments and homes that do not have direct access to ground floor outdoor space. This is not intended to produce a rigid uniform step back, and as such the following alternatives are acceptable:
 - i. The top floor steps back at least ten feet.
 - ii. All floors above the ground floor step back at least ten feet.
 - iii. Progressive step backs on the second and top floor to a total of at least ten feet (e.g. second floor seven feet, top floor three feet).
- b. Facades of floors that are stepped back shall be distinguished by a change in elements such as window design, railings, trellises, details, materials and/or color so that the result is a rich and ordered combination of features that face the street.
- c. Balconies may extend into the step back areas. Seating and dining areas may be provided on upper story step back areas oriented towards the Foothills Trail.
- d. Alternatives to this design guideline may be proposed, so long as the effect is that the upper floor(s) appear to recede from view.

3. Streetscape.

- a. **Blank walls.** Blank walls are not allowed adjacent to, or within 25 feet of a public right-of-way, the Foothills Trail, parking areas or open spaces. At least 60 percent of the wall area between two and 12 feet above grade must be pedestrian friendly. Pedestrian friendly facades shall have one or more of the following characteristics:
 - i. **Transparent Windows:** Transparent window area or display windows, which provide visibility into building interiors. The following transparency standards apply:
 - A. Glass must be clear or lightly tinted in windows, doors, and displays. Reflective, opaque, or painted glass is prohibited.
 - B. Doors and entry windows must be transparent to meet this requirement. If they are not, they shall be considered blank walls.
 - ii. **Art or Architectural Treatment:** Sculpture, mosaic, mural or similar relief artwork that provides visual interest. Structural architectural elements may be acceptable if the design meets the intent of this section.
 - iii. **Vertical Trellis or Planting Bed.** A permanent vertical trellis in front of the wall with climbing plants or planting bed with plant materials designed to obscure 60 percent of the wall's surface within three years.
 - iv. **Display Windows.** Display windows may be used to meet this requirement.

- b. **Transparency.** Commercial mixed-use buildings shall include windows with clear glass on at least 30 percent of the area between two and 12 feet above grade for all ground floor building facades that are visible from a public right-of-way or the Foothills Trail.
- c. **Weather protection.** All businesses shall provide pedestrian weather protection at least four feet in depth along at least 75 percent of the length of building facades that are adjacent to River Road, and at least 50 percent of the length of building facades that are adjacent to the Foothills Trail or provide pedestrian connections to the trail. The weather protection may be in the form of awnings, canopies, building overhangs or architectural details to create covered outdoor pedestrian space.
 - i. Pedestrian weather protection shall be provided at public entries.
 - ii. Canopies or awnings shall be placed between eight feet and 12 feet above the sidewalk and have a minimum depth of six feet. Color and material of pedestrian coverings shall complement building colors and be approved by the City. All lettering and graphics on pedestrian coverings shall conform to BMC 19.30.

4. Architectural elements.

- a. **Doors.** Doors shall be simple in shape. Painted wood doors and wood framing are preferred over aluminum doors. Wood doors may incorporate windows to meet transparency requirements.
- b. **Windows.** Windows shall be fixed, casement, awning, arched, or double hung, with a square or vertical orientation. Sliding windows are not acceptable. Wood or metal sash materials are acceptable. Windows shall cover a minimum of 30 percent of the Foothills Trail fronting and street fronting façade area of ground floor commercial or mixed-use buildings. Windows shall begin at least one foot above grade. Newer, energy efficient window types may be considered when constructed in a style that compliments the intent of these design guidelines.
- d. **Roofs.** Roof forms shall be in keeping with existing building forms along the Rainier Gateway District and Main Street. Flat roofs with dominate cornices are the predominant roof form on Main Street. Buildings with sloping roofs shall have a minimum pitch of 4 feet vertical to 12 feet horizontal. Roof forms shall incorporate simple gables or parapets, and sheds with generous overhangs, particularly over primary entrances.

5. Exterior materials.

- a. Buildings shall be constructed from materials that are similar in texture and finish to those found along Buckley's historic Main Street. The use of natural materials that reflect the Northwest setting such as brick, local woods, and stone are encouraged. The choice of materials shall also reflect the building's intended use.
- b. The following materials shall be used accordingly:
 - i. **Wood:** Whenever visible from the exterior, wood truss and heavy timber structural systems are recommended. Horizontal sidings such as clapboard and tongue-in-groove, vertical siding such as board and batten, and other horizontal sidings such as smaller wood shingles is required. Larger, more rustic styles of shakes may be appropriate.



123 Main Street, detail in workmanship

- ii. **Brick:** Full size brick is preferable to thin veneer brick. When used, brick veneers shall be mortared to give the appearance of full-depth brick and detailed with wrap-around corner and bullnose pieces.
- iii. **Stone:** Complimentary stone or stone veneers shall be used along with wood finishes. When required by building code or for functional reasons, concrete and concrete masonry materials may be employed, provided it is designed to emulate traditional stone construction.
- iv. **Metal siding:** Historically appropriate metal siding may be used either as an accent material or to achieve a special architectural character. Metal siding may also be approved where it mimics the appearance of another approved building material.
- c. To keep in character with the surrounding area, high gloss finishes are not permitted. Flat or low gloss finishes shall be used.
- d. If no paint is used, stain and/or oil shall be applied to protect and preserve the natural material from the elements.
- e. Wood shingles or metal roofing shall be employed on all new construction.

6. Exterior colors.

- a. Exterior paint colors shall mimic the rural and natural features in and around Buckley. They should create a harmonious effect and be selected with care.
- b. The predominant color shall be muted; natural/earth tones and simple painting schemes are acceptable.
- c. Color schemes employing many colors, particularly bright colors, or contrasting colors shall be avoided. The color of brick or other natural building materials should dictate the color family choice. Natural, unpainted wood with a clear sealer or wood painted grey, dull red or green are examples of appropriate color palates.
- d. Colors shall be selected to highlight building form and highlight major features.
- e. Warm colors at building entrances are recommended.
- f. The use of accent colors on features like doors, signs, or windows is encouraged, but accent colors should not detract from the overall appearance.
- g. The number of accent colors used shall be limited to a maximum of two.



View of Mt. Rainier from the trail

V. Highway 410 District.

V.A. Introduction.

While the Downtown District represents much of Buckley's past, defining its current image and character, the land along Highway 410 will contain much of Buckley's future. As the city and region grow, this open, level land will be increasingly converted from agricultural and low density development to commercial and industrial uses. How this change is allowed to take place will influence the character and quality of life for the citizens of Buckley in the 21st Century.

V.B. Purpose.

The Highway 410 corridor provides visitors and passers-by with their first and sometimes only impression of the city. It should be considered Buckley's front yard. A favorable impression along the highway increases the potential for visitors to turn into Main Street for further exploration of the community.

In the 1991 Guidelines, development along the highway was planned to be large scale, intense uses flanked by large parking lots. Through the 2015 comprehensive plan an implementing ordinance created a 150-foot overlay frontage zone on either side of the highway that permitted less intense uses next to SR 410 with a maximum of two rows of parking between the highway and the buildings.

Highway 410 contains two segments in Buckley: an east-west segment and a northeast-southwest segment. The east-west segment contains the Frontage, the Light Industrial, the General Commercial, and Neighborhood Mixed Use zones. The northeast-southwest portion contains the Central Commercial, Neighborhood Mixed Use, Public, and R-8,000 zones. These zones contain a variety of uses.

New development on the highway must take a different form that suits their purpose without destroying the character and individuality of Buckley.

The district contains many lots that are not adjacent to the highway, and a lesser standard concerning construction on these lots should be used. For example, if the development or redevelopment is completely hidden from SR 410, it is possible that the guidelines should be interpreted to be as viewed from the adjoining street rather than the highway.

In 1991, the area around Buckley city limits contained examples of architecture built by settlers. These barns and lumber mills looked at home in the landscape because their forms were simple and straightforward, accomplishing their purposes without gimmicks or unnecessary ornament. Since 1991, more modern buildings were constructed. These guidelines should employ the above description: forms that are straightforward, simple, utilitarian, although the addition of whimsy in business's signs may be a welcomed addition.

The 1991 guidelines state construction was principally of wood, stone and metal, with long horizontal lines and sloping roofs. Since 1991, more metal construction ensued with lesser-sloped buildings than the guidelines preferred.

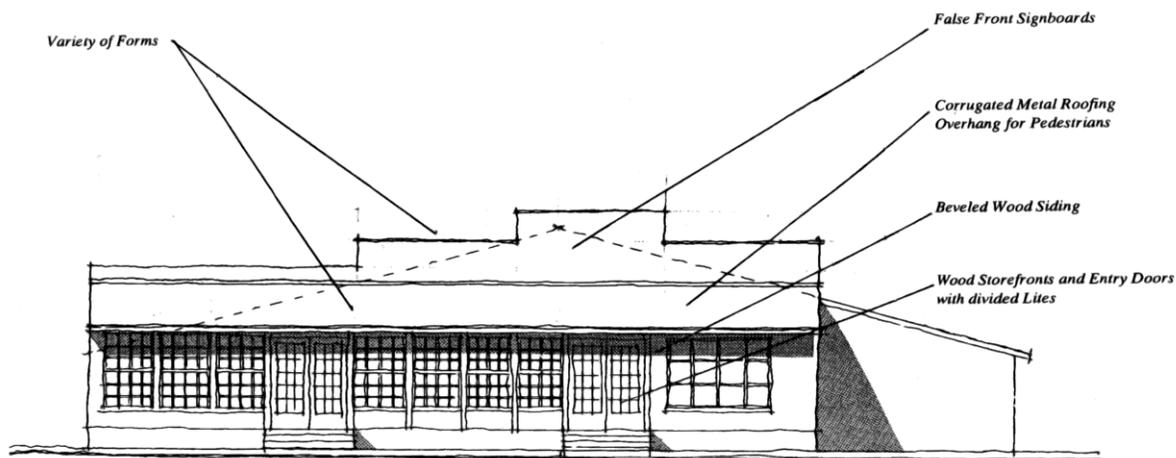
Except in the Frontage zone, these guidelines should encourage long roof spans and tall ceilings.

V.C. Regulations and applicability.

The following guidelines for development in the Highway 410 District are based on creative and sensitive reintroduction of these traditional building materials and forms to new commercial and industrial uses. The guidelines also require unifying elements for the overall development of properties along Highway 410 in designated review areas. New developments and renovation of existing buildings and properties serving current and new uses are required to comply with these guidelines as stated in Chapter 19.50 BMC.

V.D. Architectural design.

New development and redevelopment along Highway 410 should be designed to reflect and reinforce the rural character of the area. Buildings should be reminiscent in form, material and detail of the traditional types of buildings that were in rural Pierce County. Traditional structures were primarily built here for the agricultural and timber industries, and they are straight-forward and functional in appearance.



Example: Single Story Retail

1991 sketch of Buckley Hall, built in 1975

1. Site Development

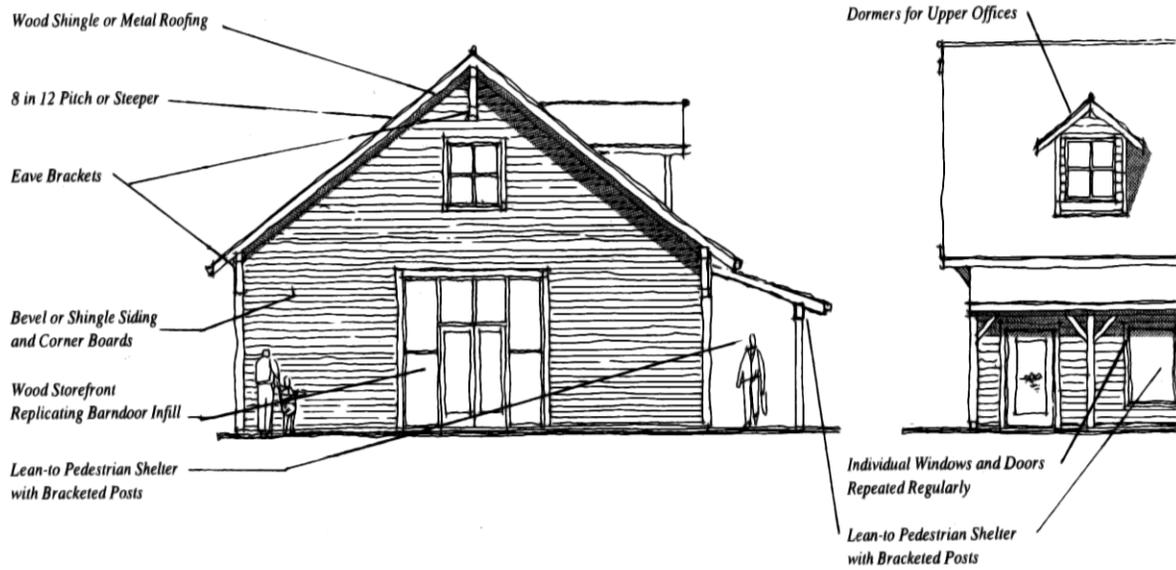
Highway 410 is the first or last vision passers-by have of our city. Development ought to speak to our attributes as defined in the policies under Goal 3.5 of the city's comprehensive plan. This design area is auto-oriented, but the small town character is not. Development in this district should combine the two needs by placing a commercial-looking establishment with no more than two parking lanes between the highway and the buildings. Industrial uses, if allowed by zoning, such as outdoor storage, can be placed behind the building.

2. Scale and form.

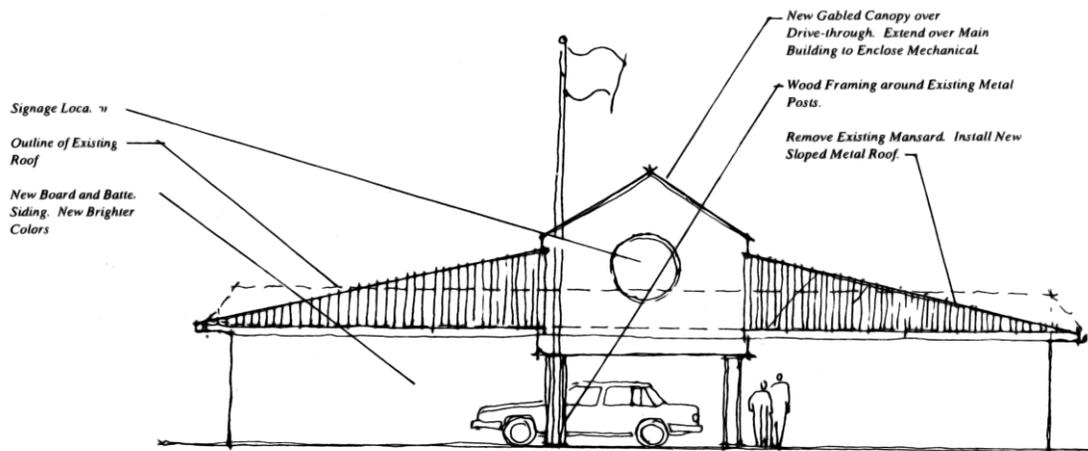
Projects shall relate to the scale and form of traditional agricultural and mill buildings. Traditional buildings often were added onto over the years. Farms and mills usually consisted of a cluster of similar buildings. New construction shall utilize these devices wherever possible to reduce the scale and apparent mass of larger projects.

- a. Long, uninterrupted buildings and developments are not acceptable. Modulation and/or variation of the building façade is required by shifting the height no less than four (4) feet every eighty (80) feet of building length.
- b. Individual buildings or developments shall not exceed 30,000 gross square feet in area.
- c. Individual buildings within overall developments shall be separated by a landscape buffer unless otherwise approved by the DRC. Covered walkways may connect across buffer spaces.

- d. The architectural design of new projects shall take into consideration and respond to the scale and character of the rural landscape.
- e. Overall architectural design shall be based on traditional agricultural and mill buildings.



Example: Two Story Retail/Office



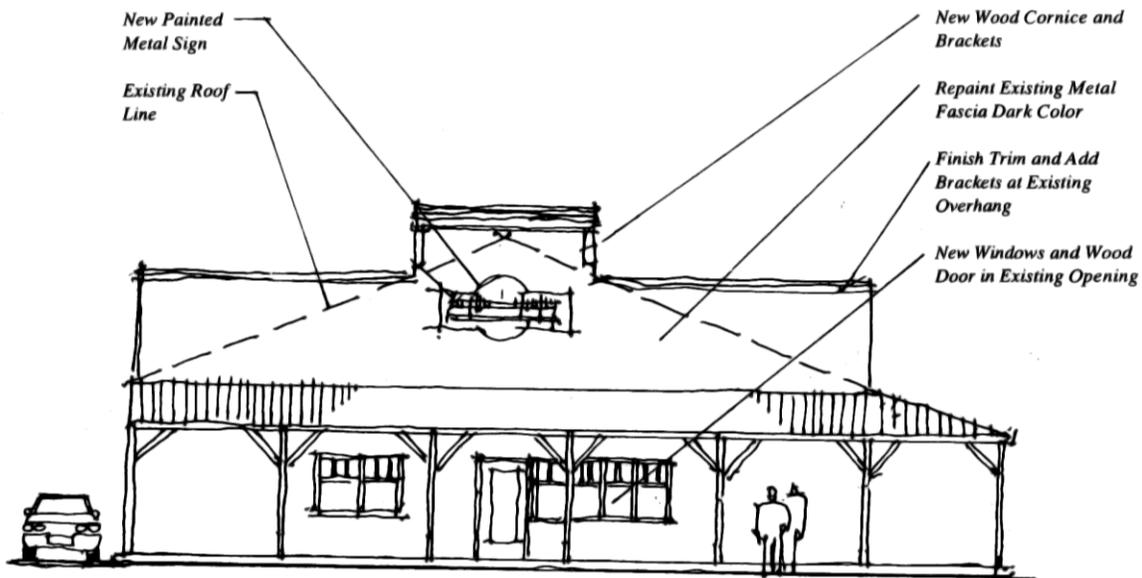
1991 sketch of the Eagle Lodge on Highway 410, built in 1977

3. Architecture and structure.

- a. Where visible from the exterior, wood truss and heavy-timber structural systems are recommended along with complimentary stone veneer(s).
- b. Buildings shall be no more than two **stories** and shall have sloping roofs with a minimum pitch of 6 in 12 unless hidden by parapets or otherwise specified by the DRC.
- c. Roof forms shall incorporate simple gables and sheds with generous overhangs.
- d. Siding: Utilize horizontal beveled wood, wood shingle or vertical wood board and batten siding along with complimentary stone veneer(s) whenever possible. Where required by building code or for functional reasons, concrete and concrete masonry materials may be employed with approval of the DRC. In such cases concrete and concrete masonry shall be detailed to emulate traditional stone construction.
- e. Roofing: Wood shingles or metal roofing shall be employed on all new construction unless otherwise approved by the DRC. Existing rural buildings have often replaced these materials

with composition roofing, particularly patterns that reflect a wood shingle appearance may be acceptable for new projects.

- f. Doors: Wood doors shall be simple in shape, large openings may be detailed to resemble traditional barn doors intended to accommodate animals and machinery.
- g. Windows: Windows shall be fixed, casement, awning or double hung, with a square or vertical orientation. Sliding windows are not acceptable. Wood or metal sash materials are acceptable. Break large areas of glass into smaller lights whenever possible. Newer, energy efficient, types may be considered by the DRC when constructed in a style that compliments the intent of these guidelines.
- h. Ornament: Ornament shall be minimized to reflect the utilitarian nature of the buildings. Achieve architectural interest through structural elements such as gable brackets, stone veneer, post and beams. Stress craftsmanship and the detailing of ventilators, corner boards.



LKQ front building on Highway 410, built in 1987

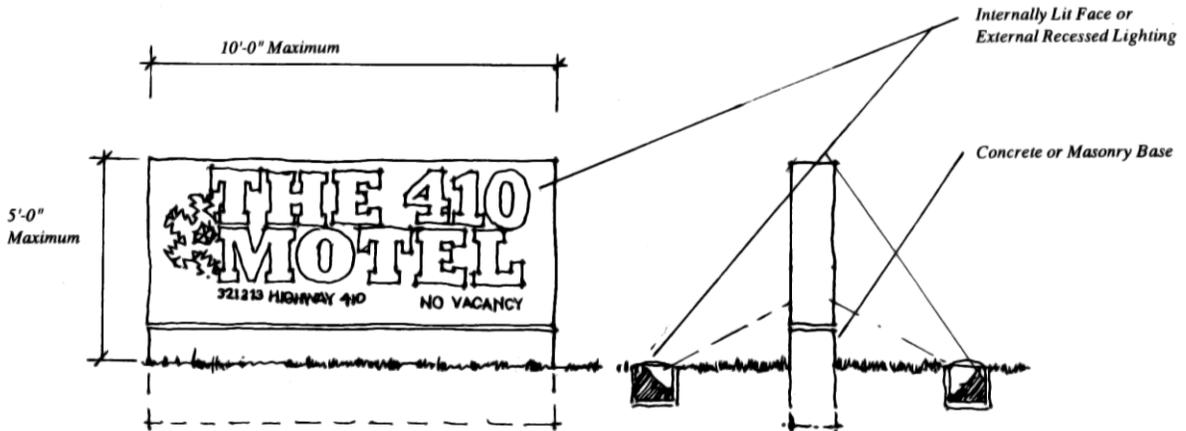
4. Unifying elements.

- a. Color.
 - i. Colors should generally be color tones and simple painting schemes that were typically used in the traditional buildings.
 - ii. Color schemes employing many colors or particularly bright colors shall be avoided.
 - iii. Natural, unpainted wood with a clear sealer, or wood painted grey, dull red or green are examples of an acceptable color palate.
 - iv. Colors should be selected to emphasize building form and highlight major features.
 - v. The use of brightly colored or glossy building materials such as metal or tile siding are not acceptable.
- b. Monument signs identifying a building or business complex.

These large signs should be read and understood at highway speeds from some distance away. The goal of this type of sign is to communicate a simple message clearly and in a manner that does not detract from the landscaped development of the highway, or the driver.

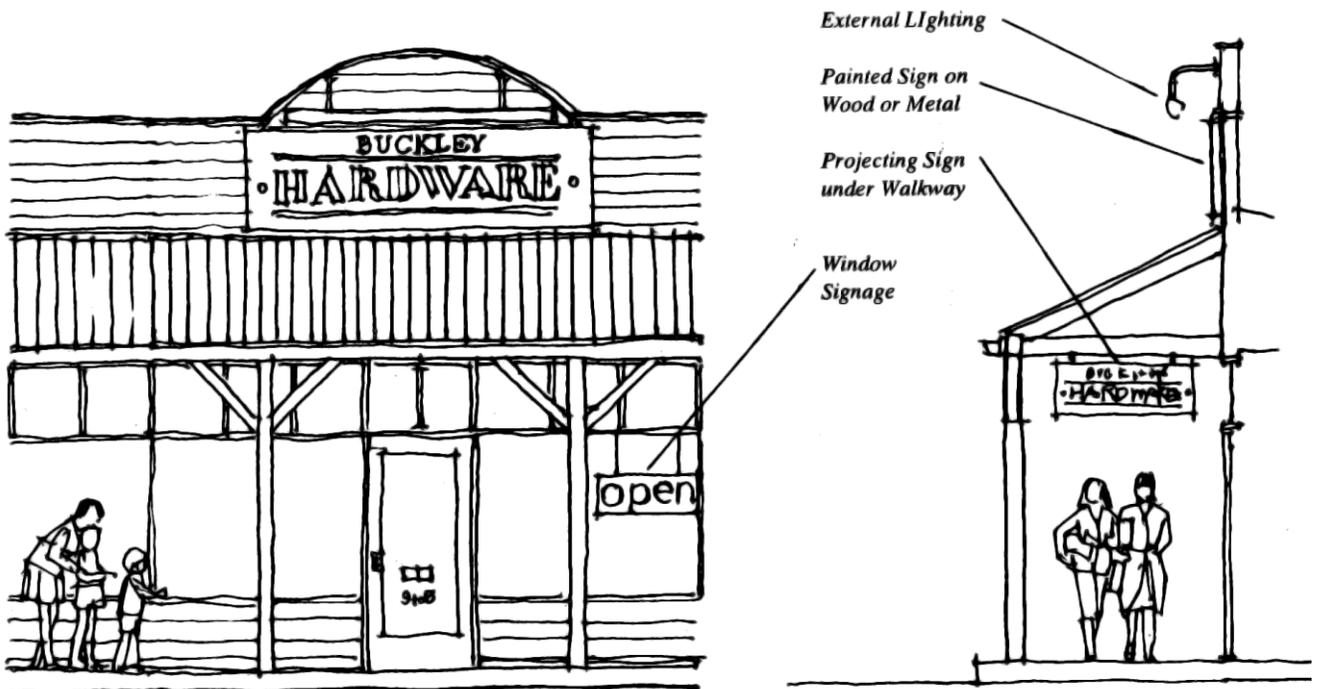
 - i. Monument signs that identify an individual commercial building or a multiple tenant complex shall be coordinated with the City of Buckley's Corridor Plan Concepts for the Highway 410 frontage.

- ii. Sign body construction shall be of concrete, wood or metal set on a concrete stone, or masonry foundation or base.
- iii. All monument signs shall be within the required landscape buffer along Highway 410 and meet setback requirements of Chapter 19.30 BMC.



c. Building-mounted signs (wall signs).

- i. Wall signs are those that are attached to a building that identifies the tenants and activities at a pedestrian oriented scale. These signs serve a similar purpose to the signs along downtown and shall be similar in design.
- ii. Wall signs may be flush with or projecting from the building face.
- iii. Projecting signs may not extend more than four (4) feet from the building.



VI. Attachments.

- A. Map of Downtown Design Review District**
- B. Map of Rainier Gateway Design Review District**
- C. Map of Highway 410 Design Review District**
- E. Illustration of Suggested Sign Fonts**

CountyView Web Map



Map Legend

Highlighted Tax Parcels

Tax Parcels

- Base Parcel
- Condominium
- Other

Roads

- Interstate
- Limited Access State Routes
- Other State Routes
- Ramps
- Major Arterial
- Collector
- Local Access

Zoning - Buckley

- CC
- GC
- HC
- HDR
- LI
- NMU
- P
- R-20,000
- R-6,000
- R-8,000
- S

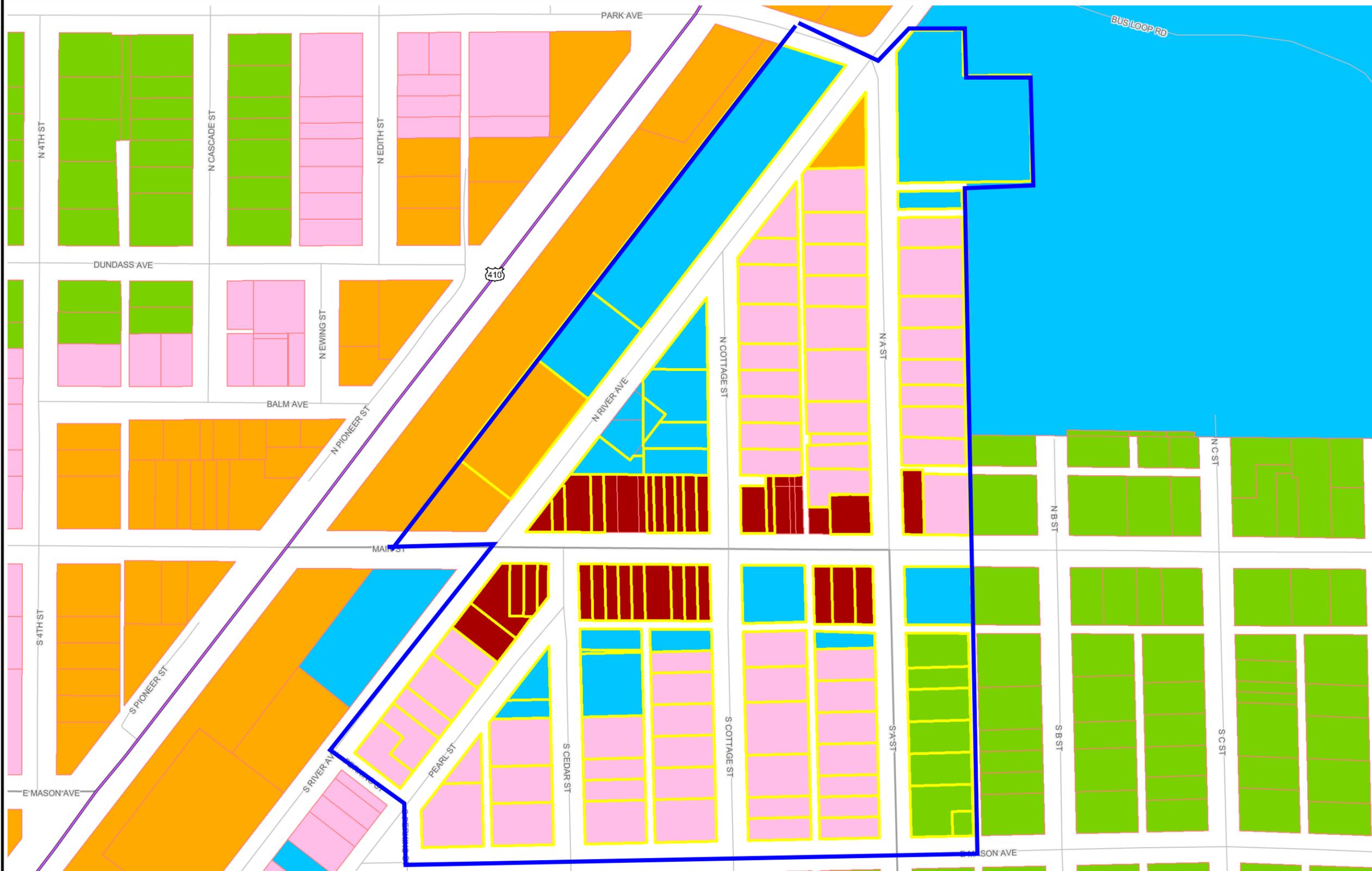
Recommended boundary for Downtown Design District

Scale 1:2,268

0 95 190 ft.

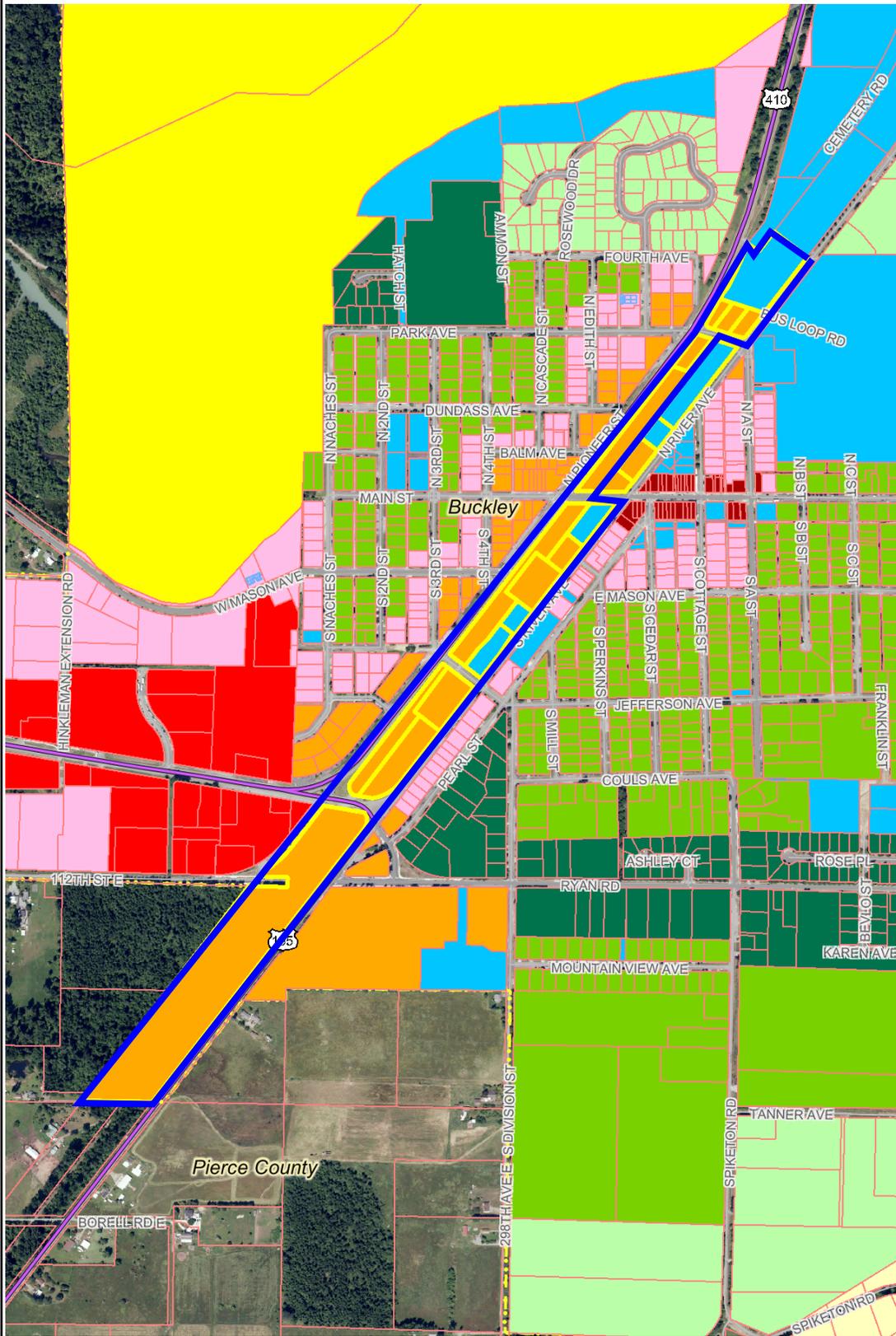


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design: gateway district zoning



Map Legend

Highlighted Tax Parcels

Tax Parcels

- Base Parcel
- Condominium
- Other

Zoning - Buckley

- CC
- GC
- HC
- HDR
- LI
- NMU
- P
- R-20,000
- R-6,000
- R-8,000
- S

Comprehensive Plan - Buckley

- C/MU
- I/GC
- UHD
- ULD
- Right of Way

Pierce County Basemap

Roads

- Interstate
- Limited Access State Routes
- Other State Routes
- Ramps
- Major Arterial
- Collector
- Local Access

County - 2014 - Ortho

0 950 ft.



Scale 1:11,531

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 orthophotos and other data may not align. Pierce County assumes no liability for variations ascertained by actual survey. All data is expressly provided AS IS and WITH ALL FAULTS. Pierce County makes no warranty of fitness for a particular purpose.

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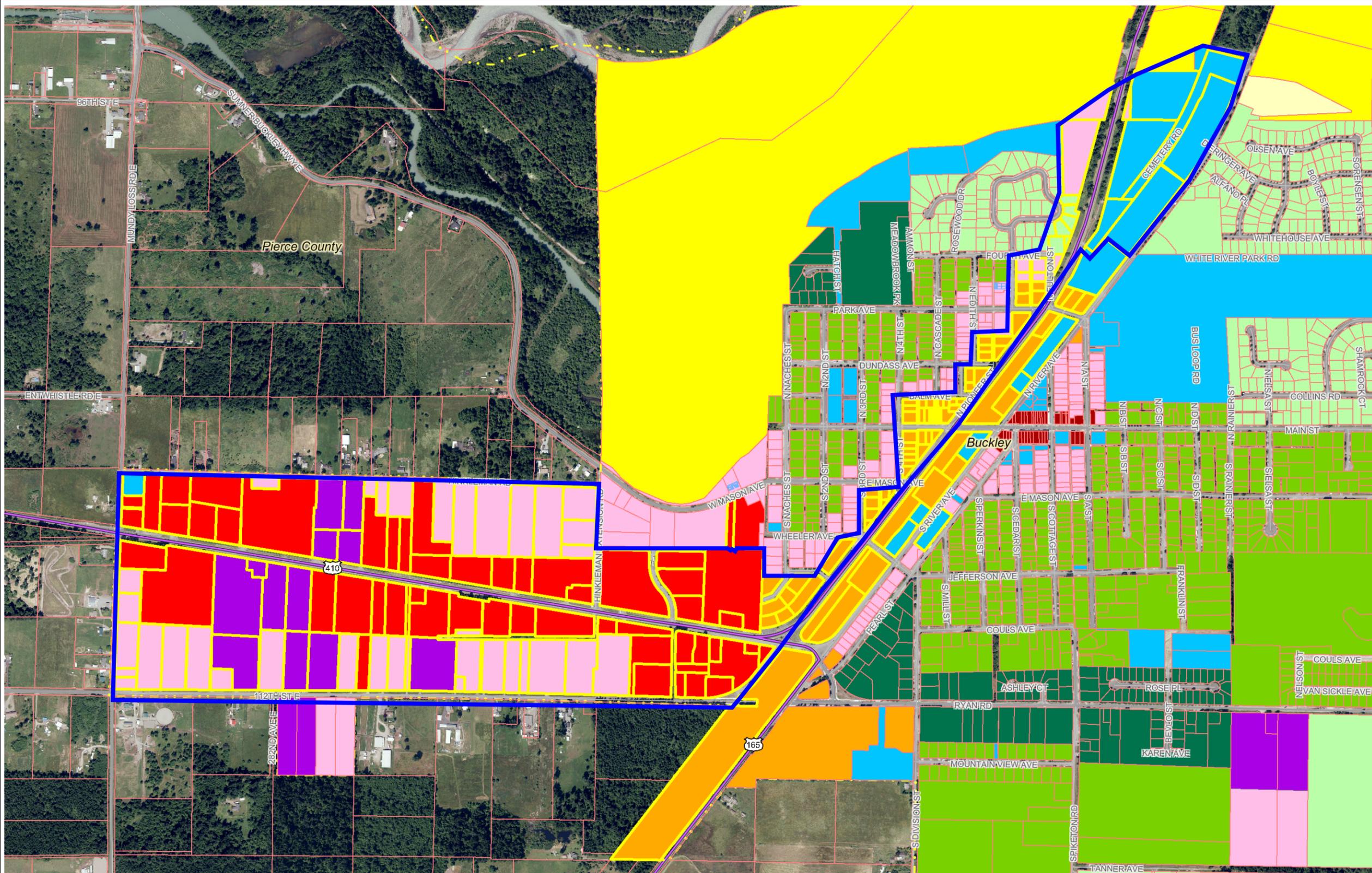
CountyView Web Map



Map Legend

- Highlighted Tax Parcels**
- Tax Parcels**
 - Base Parcel
 - Condominium
 - Other
- Zoning - Buckley**
 - CC
 - GC
 - HC
 - HDR
 - LI
 - NMU
 - P
 - R-20,000
 - R-6,000
 - R-8,000
 - S
- Comprehensive Plan - Buckley**
 - C/MU
 - I/GC
 - UHD
 - ULD
 - Right of Way
- Pierce County Basemap**
 - City of Tacoma Easement
 - Gas Easement
 - Monument Line
 - Private Road
 - Public ROW
 - Railroad
 - Stormwater Easement
 - Transmission Easement
 - Water Easement
- Roads**

Scale 1:10,242
 0 425 850 ft.



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CITY OF BUCKLEY

RAINIER GATEWAY SUBAREA PLAN

AUGUST 27, 2019

PREPARED FOR THE CITY OF BUCKLEY, WASHINGTON



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1 INTRODUCTION

1.1 OVERVIEW

Buckley, Washington, is a small City located in the south Puget Sound, 30 miles east of Tacoma and near the foothills of Mount Rainier. Buckley is facing the challenge of trying to preserve its small-town character, while accommodating economic and population growth. The community is concerned about the sprawling physical expansion and intensive commercial development that has happened in nearby cities to the west and north occurring in Buckley.

As a result, in 2002, the City Council established the goal of creating a Subarea Plan for the State Route (SR) 410 railroad right-of-way corridor. The Rainier Gateway Subarea is bounded by SR 410 to the northwest, River Avenue to the southeast, SR 165/Ryan Road to the southwest, and the armory to the northeast (see Figure 1: Rainier Gateway Subarea Boundary).

In 2003, the National Park Service, in cooperation with the U.S. Forest Service and local jurisdictions located in the Carbon River Corridor, including Buckley, conducted a charrette to envision growth in the corridor related to recreational activities. Many of the goals and design themes developed in this charrette became part of the City's 2005 Comprehensive Plan update, conducted by the City with the assistance of students from the University of Washington's Master of Urban Planning program.

The City's 2005 Comprehensive Plan and 2015 Comprehensive Plan update identified recreational aspects of the community as being a key to promoting economic development, and developed recommendations for redeveloping the property within the Rainier Gateway Subarea. The availability of vacant land within the City-owned former railroad right-of-way, in conjunction with its proximity to the Foothills Trail, SR 410, and the downtown business core, makes it an ideal location for development that will support the City's vision. The intention of the Rainier Gateway Subarea Plan is to consolidate and adopt the planning work done by the City over the last ten years as formal policies and regulations.

1.2 CONTEXT

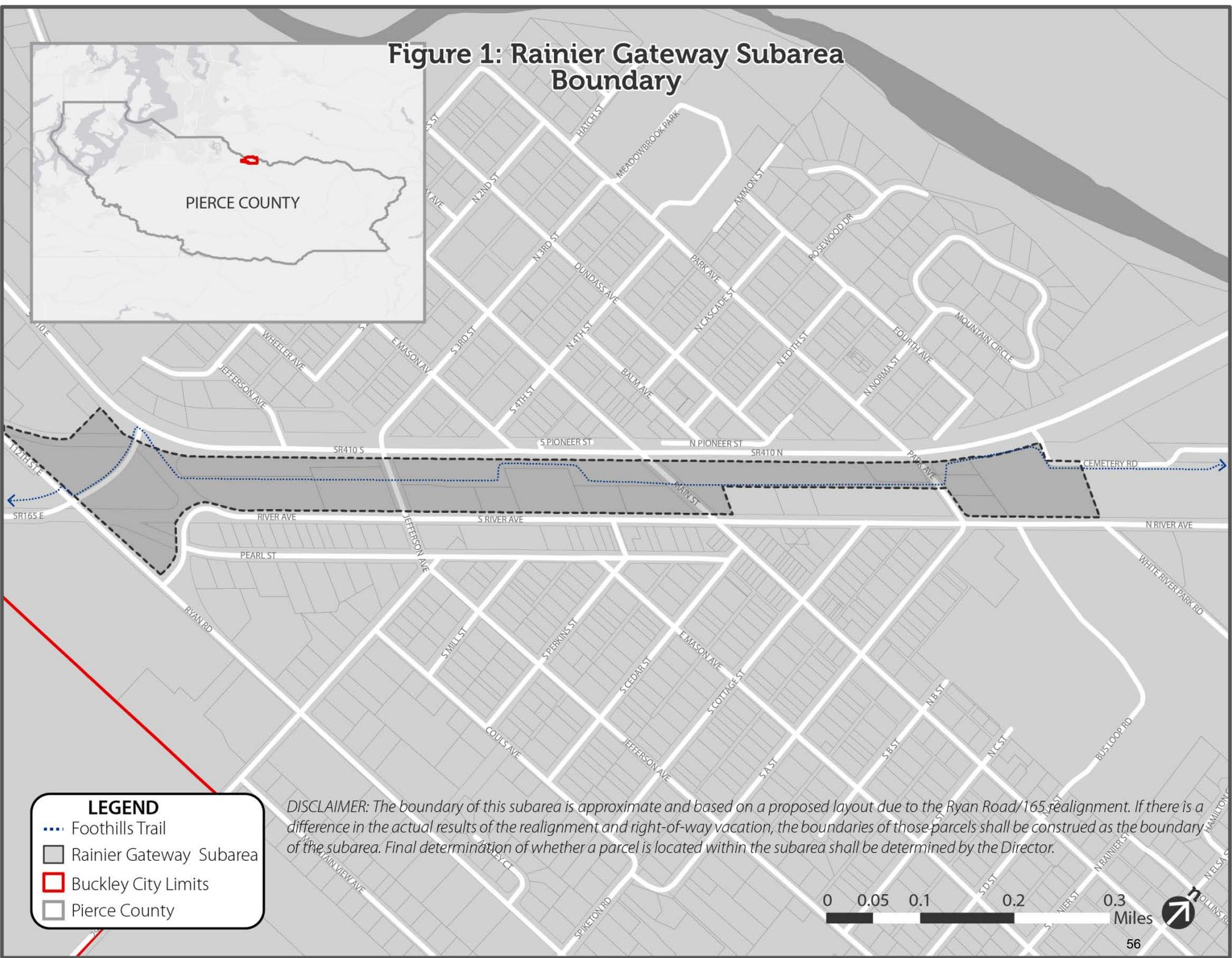
The City of Buckley is approximately four square miles in area and sits on the White River plateau next to the southern Cascades. Two state highways intersect in Buckley. SR 410 connects Sumner to Yakima and SR 165 links Buckley to Wilkeson, Carbonado, and Mount Rainier's Carbon Glacier, as well as connecting to SR 162, which leads to South Prairie and Orting. The City and the State of Washington are currently working on the Ryan Road realignment project, which will improve the intersection of SR 410 and SR 165, as well as redefine the southern boundary of the Rainier Gateway Subarea Plan. Plans also exist to connect Buckley's Foothills Trail to Enumclaw and King County, with a bridge over the White River.

The City of Buckley incorporated in 1889, although settlers had been arriving in the area since 1830, beginning with fur trappers and then miners after the discovery of coal in the upper Carbon River area in the late 1860s. Logging became the primary trade in Buckley; however, because of the decline in the logging industry, the City has seen limited population and job growth.

The City was skirted by the Wilkeson rail line, built in 1877 between Tacoma and Wilkeson, but then became a flag station on the Northern Pacific Railroad's first transcontinental rail line in 1884. In 1982, the Burlington Northern

Railway ended service on the tracks, and the railroad bed has since been acquired by the City and Pierce County and converted into the Foothills Trail. The 25-mile-long trail has become a popular recreational destination for

Figure 1: Rainier Gateway Subarea Boundary



LEGEND

- ⋯ Foothills Trail
- Rainier Gateway Subarea
- Buckley City Limits
- Pierce County

DISCLAIMER: The boundary of this subarea is approximate and based on a proposed layout due to the Ryan Road/165 realignment. If there is a difference in the actual results of the realignment and right-of-way vacation, the boundaries of those parcels shall be construed as the boundary of the subarea. Final determination of whether a parcel is located within the subarea shall be determined by the Director.



bicyclists. The trail currently consists of 15 miles of paved, non-motorized trail from South Puyallup to South Prairie, and a two-mile paved section in Buckley. Plans exist to connect the Foothills Trail in Buckley to the main paved trail ending in South Prairie in 2017, as well as continue to travel north through the City to King County and Enumclaw.

1.3 TIMELINE/ RAINIER GATEWAY SUBAREA PLANNING PROCESS

The Rainier Gateway Subarea Plan is the culmination of strategic decisions and planning work completed over the last 13 years. In their 2002 visioning process, the Buckley City Council established the goal of completing a Master Development Plan for the Railroad Property. In 2003, the City, along with several other plateau communities, received a grant from the National Park Service to conduct several public visioning charrettes and create a plan for envisioning growth along recreational themes in the Carbon River Corridor. The charrettes resulted in general goals and design themes for the City, which formed the basis for the Comprehensive Plan updated in 2005.

The University of Washington's Master of Urban Planning class assisted the City in updating its Comprehensive Plan in 2005. As part of the update, staff and students conducted various public visioning workshops where they received ideas and suggestions for the future of the City, which ultimately formed the basis for the goals and recommendations added to the Comprehensive Plan.

One of the goals of the 2005 Comprehensive Plan was to plan for the development of the vacant property along the Rainier Gateway Subarea so that it would draw people to the downtown business area. The Comprehensive Plan identified recreational aspects of the community and surrounding area as key to attracting and promoting economic development within the City. With its availability of vacant and public land and proximity to the Foothills Trail and downtown business core, the City identified the Rainier Gateway Subarea as an ideal area for an overlay zone for development that would be consistent with the City's vision.

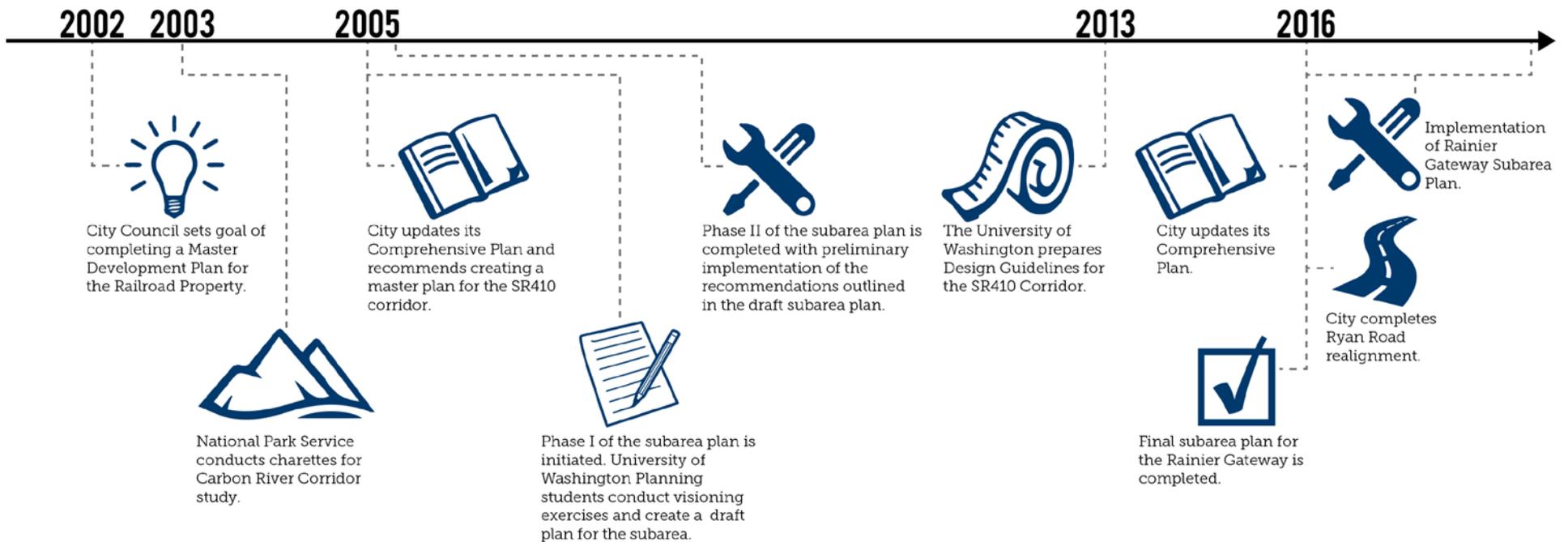
After the completion of the Comprehensive Plan, the first phase of planning for the Rainier Gateway Subarea was initiated. The University of Washington's Master of Urban Planning class assisted the City in creating the first draft of the Rainier Gateway Subarea Plan, and developing an implementation plan for phase two of the planning process. The preliminary implementation was completed in 2005 using a \$10,000 grant from Washington State Department of Commerce Trade and Economic Development. Full implementation of the overlay performance standards was delayed until the Ryan Road realignment project and a zoning code update had been completed.

In 2013, the City contracted the University of Washington's Department of Urban Design and Planning to prepare Design Guidelines for the Rainier Gateway Subarea. The students from the program gathered data, researched best practices, and engaged with the citizens of Buckley through public meetings to form an understanding of the City's economic conditions and community goals. The students then prepared recommendations for the City and ultimately presented Design Guidelines for the Rainier Gateway Subarea to the City Council.

In 2015, as part of its 2015 Comprehensive Plan update process, the City entered its final phase of planning for the Rainier Gateway Subarea. The final Rainier Gateway Subarea Plan includes findings from the previous planning work done for the Rainier Gateway Subarea, and incorporates policies and regulations that will govern development within the Rainier Gateway Subarea.

After the adoption of the Rainier Gateway Subarea Plan is complete, implementation of the recommendations in the plan will result in realizing the City's vision for the Rainier Gateway Subarea. The City will be the lead implementer on most of the policies and recommendations, with the assistance of public/private partnerships and community groups.

Figure 2: City of Buckley Rainier Gateway Subarea Planning Timeline



1.4 KEY ISSUES

Commercial activity in Buckley has suffered from competition in neighboring communities and economic recession, reducing the desire of outside investors and local entrepreneurs to invest in Buckley. Because of underinvestment, local demand for everyday goods and services has not been met, forcing residents to leave the City to work and shop. Buckley lacks certain commercial offerings, but it has a collection of historical, character-rich storefronts along Main Street.

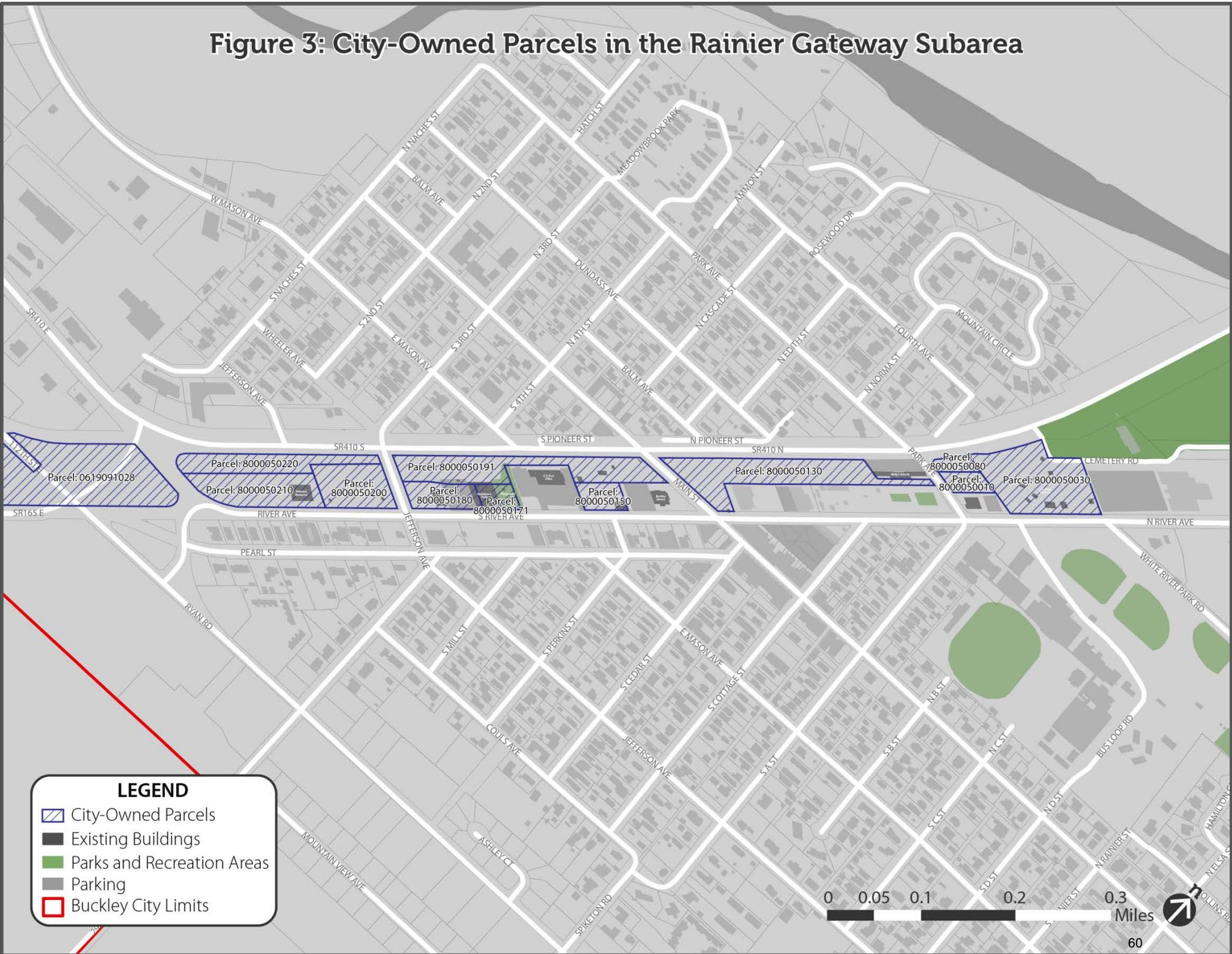
Buckley is interested in accommodating anticipated local growth in a manner that supports Buckley's character. The City anticipates that new investment into Buckley will occur in the form of new residential and retail uses within the next few years. The City understands growth is needed, but that growth should be reasonably controlled so that the City's valuable assets are preserved for current and future residents.

The City of Buckley owns multiple parcels within the Rainier Gateway Subarea that may be of interest to potential investors (see Figure 3: City-Owned Parcels in the Rainier Gateway Subarea). Buckley has the opportunity to shape development within the Rainier Gateway Subarea by dictating the form and intent of each parcel through design guidelines. The sale of key City-owned parcels should be phased strategically in order to link the Rainier Gateway Subarea to Buckley's historical downtown as the commercial and social center of the City.

Opportunities also exist in the Rainier Gateway Subarea to position the community as a "gateway to Mount Rainier" and a destination for tourists and residents alike who are interested in outdoor recreational activities. Recreational uses should be encouraged within the Rainier Gateway Subarea, including expanding the Youth Center and Skateboard Park and adding a new Splash Park. Providing signs and amenities for Foothills Trail users will encourage them to stop in Buckley for food, shopping, and local events, and encourage them to return to Buckley.

The challenge facing Buckley is to create an economic climate that produces a healthy economy for jobs and businesses without compromising the community's desires to maintain its small town lifestyle and protect its natural amenities. The Rainier Gateway Subarea Plan aims to increase economic development in the City by establishing a business-friendly environment and attracting tourism by making Buckley a recreational destination with the presence of the Foothills Trail and proximity to Mount Rainier.

Figure 3: City-Owned Parcels in the Rainier Gateway Subarea



2 EXISTING CONDITIONS (2016)

No major environmental or critical area constraints were identified that would affect development within the Rainier Gateway Subarea. The zoning designations in the subarea are Central Commercial (CC) and Public (P), as shown in Figure 4: Zoning in the Rainier Gateway Subarea. The minimum lot size in the CC zone is 3,000 square feet per unit and the minimum lot width is 40 feet. There are no minimum setback requirements for commercial uses, while commercial mixed-use development requires a 10-foot front, side, and rear setback. Setbacks in the P zone are ten feet from commercially zoned properties and rights-of-way, and in accordance with the building code for setbacks from other publicly zoned properties.

With respect to building massing, the maximum lot coverage (excluding landscaping required for barrier or visual relief buffers) in the CC zone for commercial mixed-use development is 70 percent, not including outbuildings or accessory units, and when they are included, the maximum lot coverage is 75 percent. The maximum lot coverage (excluding landscaping required for barrier or visual relief buffers) for commercial development is 100 percent. The P zone has no maximum requirements for lot area or lot coverage.

The maximum height in both the CC and P zones is 35 feet, which is effectively three stories, and off-street parking requirements vary by use. The surrounding area consists of High Density Residential (HDR), Low Density Residential (R-6,000), Historic Commercial (HC), and some Medium Density Residential (R-8,000).

2.1 LOCAL POLICIES AND REGULATIONS

2.1.1 COMPREHENSIVE PLAN

The Comprehensive Plan guides the City's future development based on the input of its citizens. The City of Buckley is committed to providing the components that contribute to the quality of life for residents and future generations. The key strengths of Buckley are its small town character and natural setting. However, Buckley faces challenges in the way of economic revitalization and population growth after the economic decline of late. In addressing these challenges, the City aims to preserve its small town character and natural environment.

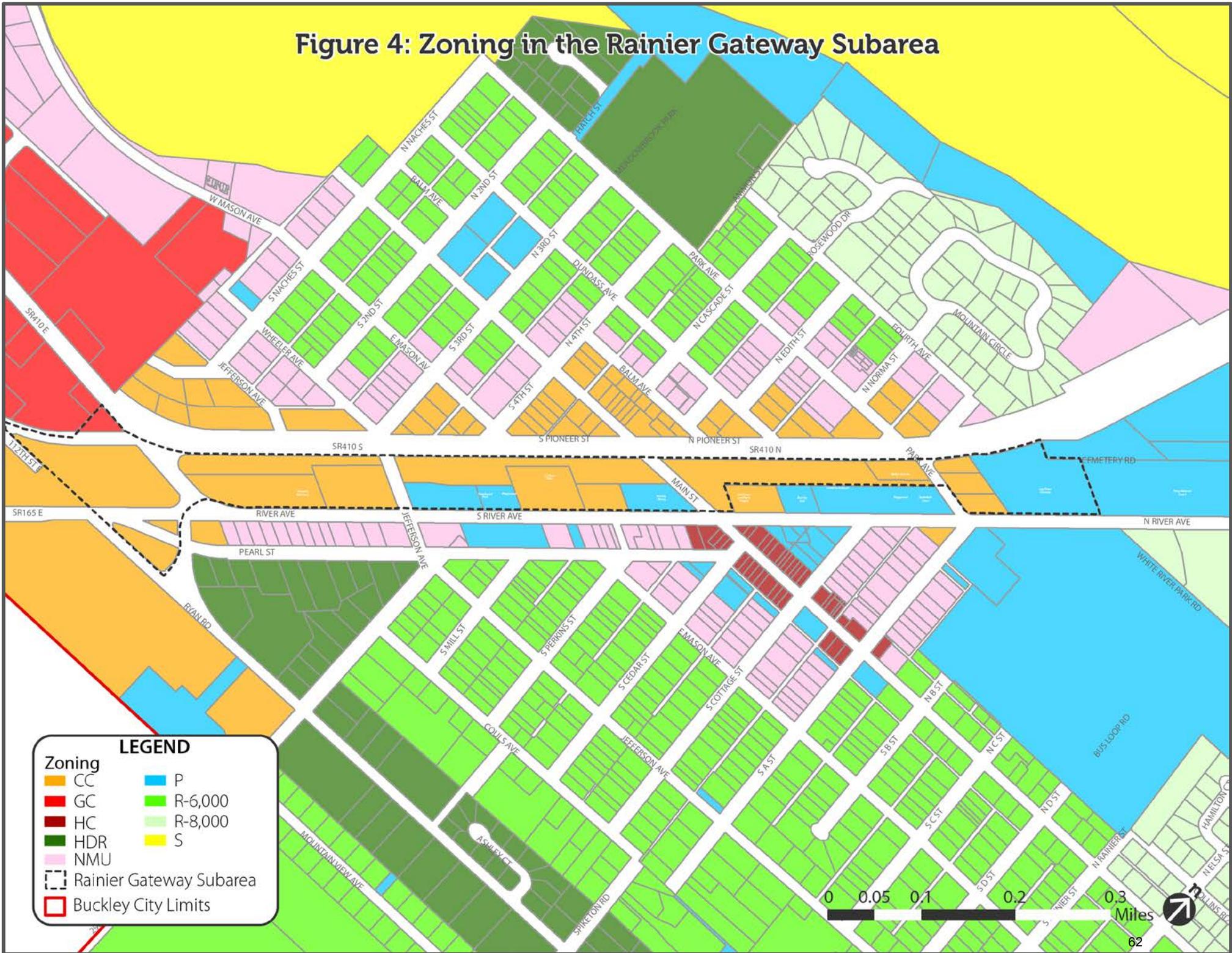
The 2015 Comprehensive Plan update focused on three areas, which form the basis of the Plan's vision for the future. These areas were:

1. Preserving Buckley's town identity and character;
2. Developing the economic viability in the downtown core and SR 410; and
3. Promoting outdoor recreational activities.

These focus areas established are the foundation for the goals for the City and the basis for the recommendations set forth in the Comprehensive Plan. These goals included creating an atmosphere that serves as a magnet for tourists, providing recreational activities for both residents and visitors, centering housing and commercial development in the downtown area, preserving the rural character outside of the downtown area, and enhancing the small-town character of the City by creating a more pedestrian-oriented downtown.

The Rainier Gateway Subarea Plan must be consistent with the 2015 Comprehensive Plan, which included several policies to guide development in the Rainier Gateway Subarea.

Figure 4: Zoning in the Rainier Gateway Subarea



2.1.1.1 LAND USE ELEMENT

The land use element of the Comprehensive Plan set forth the following policies that support and guide the recommendations in the Rainier Gateway Subarea Plan:

Policy 1.1.1

Buckley should preserve its small town character through the following:

- 1. Concentrate retail development near the historic downtown center of the city and near the Rainier Gateway Subarea.*
- 2. Integrate additional density in the residential zones in a manner that protects the single-family areas from commercial encroachment.*
- 3. Focus commercial development outward from the existing commercial zones.*
- 4. Focus pedestrian and bicycling trails and sidewalks between commercial and residential developments to encourage non-motorized access.*
- 5. Encourage mixed-use developments in commercial zones.*

Policy 1.1.2

The city should formally designate the area between Ryan and Park, and between SR 410 and River Avenue the city's center of local importance (CoLI).

Policy 1.6.4

Plazas and open space should be provided to link trails with commercial areas.

Policy 1.8.7

New development shall provide community paths and trails that link the new development to existing trails and paths.

2.1.1.2 HOUSING ELEMENT

The housing element of the Comprehensive Plan set forth the following policies that support and guide the recommendations in the Rainier Gateway Subarea Plan:

Policy 2.1.1

Incorporate neighborhood character and design principles into zoning and design review standards for new development.

Policy 2.1.3

Housing shall be permitted above commercial uses in most commercial zones.

2.1.1.3 ECONOMIC DEVELOPMENT ELEMENT

The economic development element of the Comprehensive Plan set forth the following policies that support and guide the recommendations in the Rainier Gateway Subarea Plan:

Policy 3.1.2

The city's regulations should provide the following to enhance sustainable economic development:

- a. Economic disincentives for vacant buildings.*
- b. Overlay district design standards for each commercial area, one for east/west-bound SR 410, one for the area adjacent to northeast-bound SR 410, and one for the historic district.*
- c. Procedures that are as streamlined as possible and still follow state requirements.*

Policy 3.2.3

Historic downtown buildings should emphasize Buckley's small-town attributes through historic renovation.

Policy 3.4.3

The area between River Avenue and SR 410 is a place where people meet, recreate, and is an important open space area that gives the city a pleasant atmosphere. The area is zoned commercial and shops are planned to be erected between the Foothills Trail and River Avenue; the area between SR 410 and the trail will remain open space. The area should be designated with the county as a center of local importance and called the Rainier Gateway Center.

Policy 3.6.1

When possible, open space areas should be protected as natural areas for public enjoyment or developed into recreational facilities.

2.1.1.4 URBAN DESIGN ELEMENT

The urban design element of the Comprehensive Plan set forth the following policies that support and guide the recommendations in the Rainier Gateway Subarea Plan:

Policy 4.1.1

Develop pedestrian infrastructure by widening sidewalks, installing crosswalks, corner plazas, bollards, street furniture, and so forth.

Policy 4.2.2

Develop a visual link between the trail and downtown by using elements such as pavement materials or landscaping. For example, the existing small plaza could be enhanced to help connect the trail with downtown.

Policy 4.2.3

Develop a place of respite on the bike path as it passes Main Street to encourage trail users to stop and visit downtown.

Policy 4.2.4

Encourage retail consistent with recreational use between the trail and River Avenue.

Policy 4.4.2

Work toward a future regional transit stop in Buckley's downtown core through establishing public parking areas, park-n-ride lots, and commercial areas around public parking lots.

2.1.2 DESIGN GUIDELINES

In 1991, the City of Buckley identified two key districts for redevelopment and adopted specific design guidelines: the Downtown Review District and the Highway Review District. Each district has specific guidelines pertaining to scale, detailing, setback requirements, sidewalk improvements, and details for renovation and construction of new and existing structures. The City reviews proposals for restoration and new development in the City's historic commercial core and the commercial and industrial corridor along SR 410 in accordance with these guidelines.

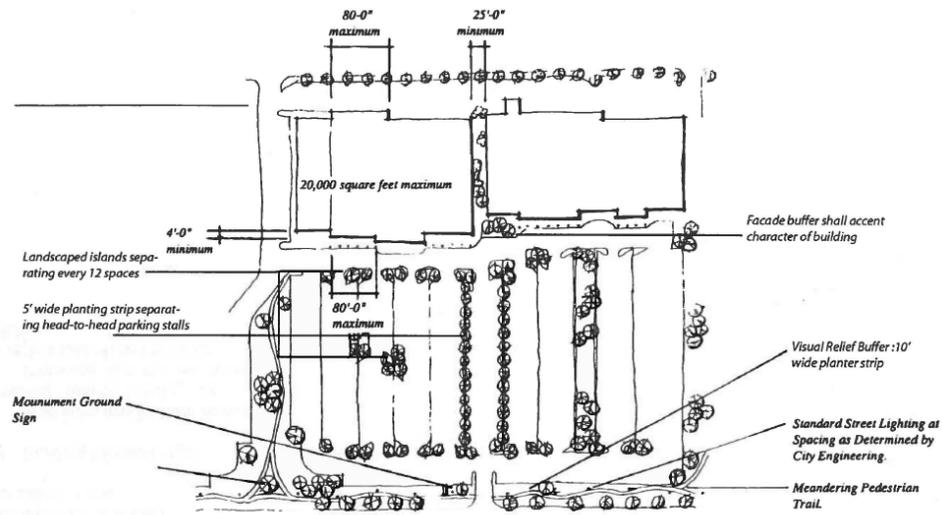
The 1991 Design Guidelines for the Highway Review District guide the development of land along SR 410 as it is converted from agricultural and low-density development to commercial and industrial uses. The Design Guidelines call for new development on SR 410 to be large in scale and flanked by large parking areas. Buildings should take inspiration from the barns and lumber mills built by the settlers and those who came after them on the Buckley plateau. Buildings and new development along SR 410 should be designed to reflect and reinforce the rural character of the area.

Currently, projects within the Rainier Gateway Subarea must comply with the Design Guidelines for the Highway Review District, including using traditional materials such as wood, stone, and metal, with long horizontal lines with sloping roofs. A 35-foot wide minimum landscaped buffer is required along the SR 410 frontage, with an irrigated planting strip greater than ten feet wide, a six-foot wide meandering sidewalk, and bermed parking areas. Within the Rainier Gateway Subarea, long, uninterrupted buildings and developments are not acceptable. The Design Guidelines require either modulation or a variation of the building façade by shifting the elevation no less than four feet every 80 feet of building length. Individual buildings or developments within the Rainier Gateway Subarea are limited to no more than 30,000 gross square feet in area. Buildings in the Rainier Gateway Subarea can be no more than two stories and have sloping roofs with a minimum pitch of 6:12.

2.1.3 BMC § 19.51 HIGHWAY 410 DESIGN REVIEW DISTRICT

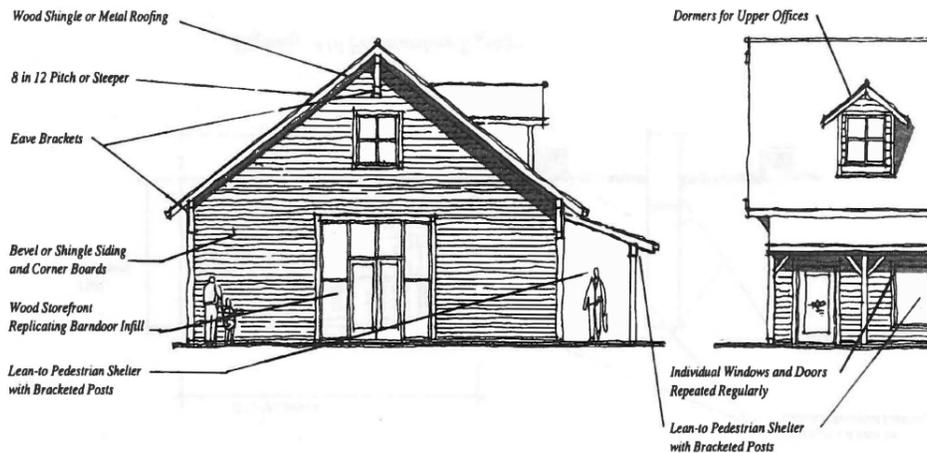
In 1991, to enforce the Design Guidelines adopted by the City of Buckley, regulate growth along SR 410, and prevent unsightly strip development, the City Council passed Ordinance 19-91 to create the Highway 410 Design Review District, Chapter 19.51 of the Buckley Municipal Code (BMC).

Figure 5: Example of a Commercial Site Development under the Highway Review Design Guidelines



Example: Commercial Site Development

Figure 6: Example of a Two-Story Retail/Office Building under the Highway Review Design Guidelines



Example: Two Story Retail/Office

If the proposed development meets the following criteria, it is subject to review under the Highway 410 Design Review criteria:

1. The fixture is not a sign which is otherwise regulated under BMC §19.30;
2. The structure or fixture is not a single-family detached residential dwelling, unless said detached single-family residential dwelling is used for commercial purposes;
3. The structure or fixture lies in the HC, GC, CC, LI, NMU, and P zones or is used for commercial purposes; and

4. The structure is proposed for property that abuts SR 410 or is adjacent to properties that abut SR 410, and such property is also subject to review, and these properties abut one another on a common border or point.

For development proposed within the SR 410 development area and meeting the criteria above, the design review committee will review the application for construction or alteration. The design review committee will either (1) forward recommendations to the City Council for major construction or alteration that results in significant structural changes or total new construction or (2) vote to approve, deny, or approve the application with modifications for minor construction or alterations that do not result in major structural changes.

2.2 COUNTY, STATE AND FEDERAL POLICIES AND REGULATIONS

2.2.1 COUNTYWIDE PLANNING POLICIES AND VISION 2040 MULTI-COUNTY PLANNING POLICIES

The City is currently in the process of designating the Rainier Gateway Subarea a Center of Local Importance (CoLI). Under the Pierce County Countywide Planning Policies (CPP), areas that serve as important centers within Pierce County communities may be formally designated as a CoLI. The formal recognition of a CoLI would be used in future countywide project evaluations.

The CPPs establish design features for CoLIs that are consistent with the Puget Sound Regional Council's (PSRC) VISION 2040's Multi-County Planning Policies. A CoLI is characterized by a concentration of land uses or activities that provide a sense of place or gathering place for the community and neighborhood residents. A CoLI should include one or more of the following land uses:

- Civic services
- Commercial areas
- Recreational areas
- Industrial areas
- Cultural facilities/activities
- Historic buildings or sites
- Residential areas

A variety of transportation options and pedestrian-friendly design should be available or planned within a CoLI. The City is responsible for defining what role the CoLI will play in supporting planned growth, adopting the CoLI by documenting how the CoLI meets the design features specified in the Pierce County CPPs, and delineating the area on a map within the City's Comprehensive Plan. The City is then required to provide the Pierce County Regional Council (PCRC) notice of its intention to adopt a CoLI locally. The CoLI will then be recognized in Appendix B of the Pierce County CPPs.

2.2.2 NATIONAL PARK SERVICE – CARBON RIVER CORRIDOR

In 2003, the National Park Service collaborated with the U.S. Forest Service and local jurisdictions to complete a study on the Carbon River corridor on the north side of Mount Rainier National Park, looking at portions of SR 165, SR 162, and Rainier Gateway Subareas. The study included public outreach, with participation from the communities of Wilkeson, Orting, South Prairie, and Buckley, as well as the Puyallup Tribe.

The study explored a variety of opportunities to improve visitor experience in the corridor, and to strengthen the relationship between local communities and Mount Rainier National Park. Public workshops, stakeholder meetings, and interviews were held, followed by a charrette, an intense, idea generating design process to facilitate development of concepts and visualizations for potential activities within the corridor.

The charrette found that most of the federal lands in the corridor are at or exceeding their capacity for recreational use. Opportunities for increased recreational capacity in the future will be found in the corridor communities and with the development of the Foothills Trail. There are also strong opportunities for the corridor communities to communicate their heritage to visitors through cultural facilities.

2.2.3 STATE ENVIRONMENTAL POLICY ACT (SEPA) RULEMAKING 2014

In light of the increased environmental protections now in place under RCW 36.70A, RCW 90.58, and other laws and procedures for environmental protection, land use planning, and infrastructure, in 2014, the Washington State Department of Ecology updated the State Environmental Policy Act (SEPA) Rules that guide state and local agencies in conducting SEPA reviews.

The updated SEPA rules (WAC 197-11-800(1)(d)) allow communities to adopt increased flexible exemption thresholds for minor new construction, provided that the requirements for environmental analysis, protection, and mitigation for impacts to the environment were adequately addressed through conformance with adopted development regulations and applicable state and federal laws.

2.2.4 RCW 58.17.035 - BINDING SITE PLANS

The Washington State Legislature authorized the binding site plan method of dividing property in RCW 58.17.035 as an alternative to the subdivision or short subdivision process. Binding site plans may be used to subdivide industrial or commercial land, land for the purpose of lease when no residential structures other than mobile homes or travel trailers are permitted, and land for condominium purposes. The City's Hearing Examiner currently approves binding site plans and then they are recorded with the County.

2.3 PREVIOUS CITY PLANNING WORK

2.3.1 SR 410 DRAFT MASTER PLAN – PREPARED BY THE UNIVERSITY OF WASHINGTON - 2005

In 2005, the University of Washington's Master of Urban Planning studio assisted the City in creating a Draft SR 410 Master Plan. Building on recommendations in the 2005 Comprehensive Plan, the draft plan sought to address the challenges facing Buckley by spurring economic development within the Rainier Gateway Subarea and downtown business core. The draft planning process began with background research on the existing regulatory context for the Rainier Gateway Subarea to identify potential constraints and opportunities.

A steering committee was formed and meetings were held to focus concerns associated with the future use of the corridor. The committee helped to develop and prioritize design approaches for the corridor, which were prepared as conceptual site plans. Three designs were developed for the corridor based on the feedback from the steering committee, including an open space alternative, a commercially developed alternative, and a mixed-use

alternative. A community workshop was held to obtain feedback on the proposed designs, the results of which led to the preferred site plan for the corridor.

During the initial steering committee meeting, as well as in the public workshops, Buckley residents showed strong support for accentuating the Foothills Trail with small commercial/residential buildings, while keeping the area between the trail and SR 410 as open space. The preferred site plan included a realignment of the SR 410/SR 165 intersection and a mix of open space and commercial, with second floor office space and residential. Priorities for inclusion in the corridor based on the community workshop included:

- Locating new multi-family housing near existing multi-family housing;
- Installing removable bollards on Jefferson Avenue for holding a farmer’s market or community event in the Rainier Gateway Subarea;
- Relocation of the gazebo in future public buildings area (part of Civic Core); and
- An amphitheater north of Wally’s White River Drive-In.

The preferred site plan for the Rainier Gateway Subarea was designed to act as a catalyst for economic development within Buckley’s downtown core. The redevelopment of the corridor into a mixed-use area is consistent with current retail trends and unites the Foothills Trail and Main Street, creating a destination area around the trail. Housing proposed will bring more residents into the downtown area, and pedestrian-oriented features will create a vibrant place for residents and tourists alike.

2.3.2 RAINIER GATEWAY SUBAREA DESIGN GUIDELINES – PREPARED BY THE UNIVERSITY OF WASHINGTON – 2013

In 2013, the City contracted the University of Washington’s Department of Urban Design and Planning to develop design guidelines and implementation plan for the Rainier Gateway Subarea. The team gathered data, researched best practices, and engaged the citizens of Buckley through public meetings in order to inform their understanding of Buckley’s economic conditions and community goals. After analyzing those findings, multiple recommendations were prepared for consideration by the City, the product being the Rainier Gateway Subarea Design Guidelines and Implementation Plan.

The Design Guidelines were a tool for shaping commercial and civic development within the Rainier Gateway Subarea. The guidelines seek to maintain the character of Buckley, while maximizing the economic and social potential of the Rainier Gateway Subarea. The guidelines required that new development along the Rainier Gateway Subarea reflect the historic character of Main Street, while also including provisions for providing access points along the trail to new businesses, housing, and recreational opportunities.

The Design Guidelines and Implementation Plan separated development into three phases, which are adapted and built upon in the Rainier Gateway Subarea Plan. The first phase focused on creating a gateway between the Rainier Gateway Subarea and Main Street that promotes engaging, compatible, and complementary economic development in both areas. Phase I of the implementation plan included provisions for expanding the visual recognition and prominence of the Foothills Trail, for example, using a series of consistent urban design elements to create continuity along the trail and Main Street. On-street parking was proposed along River Road, with a clustering of development to maximize buildable land while maintaining opportunities for open space.

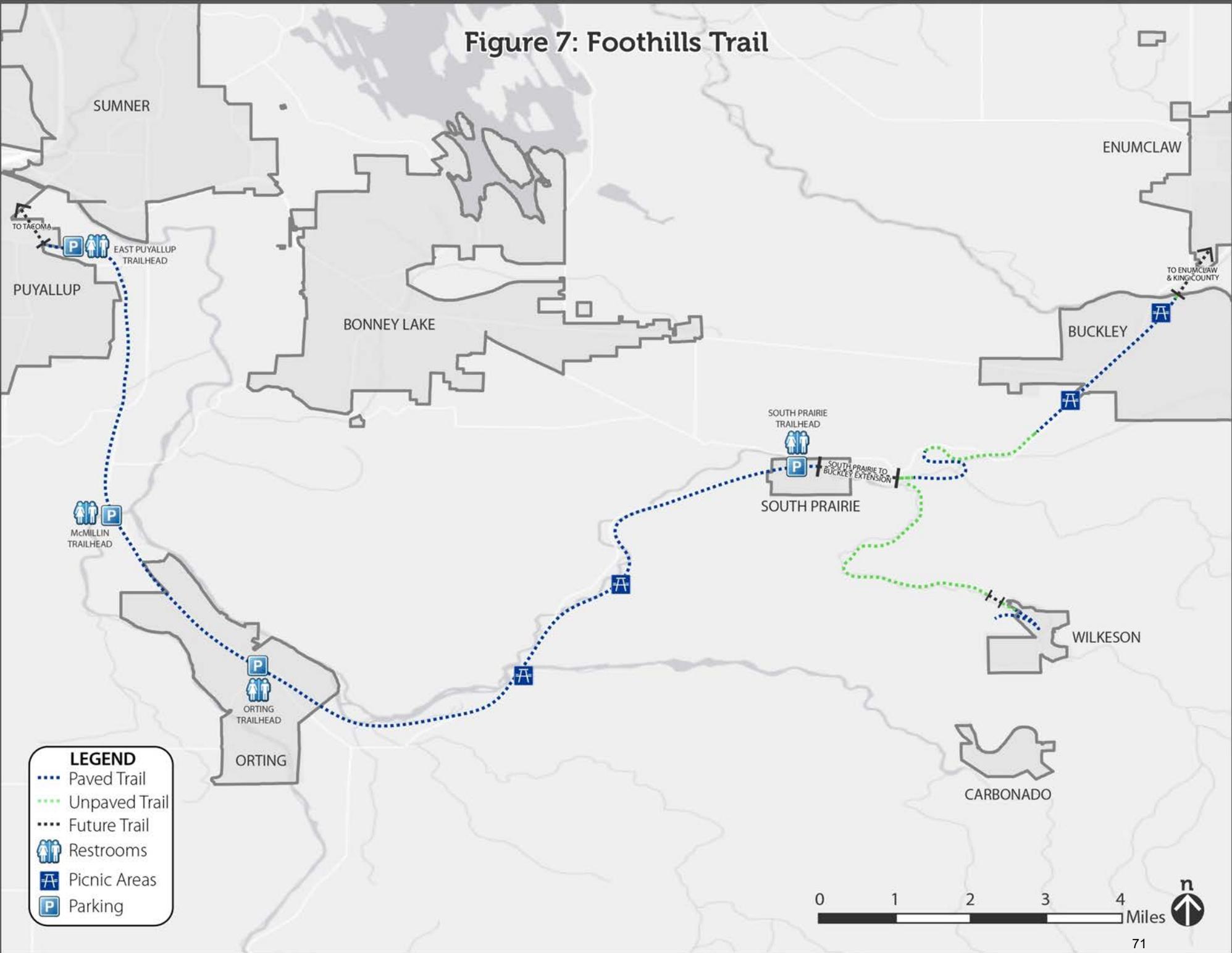
2.4 Foothills Trail

The vision of the Foothills Trail began with Dr. Douglas “Doc” Tait in Buckley over 30 years ago. Doc Tait envisioned a Rails-to-Trails project that would connect Buckley to Tacoma, passing through South Prairie, Wilkeson, Carbonado, and Orting along the way. In 1983, the Foothills Rails-to-Trails Coalition was formed to develop the Foothills Trail along the route of the abandoned Northern Pacific Railroad. After years of controversy and lawsuits over the ownership of railroad parcels, the first mile of trail was constructed in Orting. After seeing the success of this trail segment, Pierce County began work connecting the trail to Puyallup. The City of Buckley, however, was not included in early trail plans and began work on its own Foothills Trail, a two-mile segment of paved trail meandering through the heart of the City. The County is currently constructing the missing link to connect Buckley’s trail into the 15 miles of completed trail spanning from Puyallup to South Prairie (see Figure 7: Foothills Trail Map).

In the future, the Foothills Trail will connect Buckley to Enumclaw and King County via a bridge over the White River. Eventually, the Foothills Trail will connect Buckley and Mount Rainier National Park to the waterfront of Tacoma’s Commencement Bay, just as the Northern Pacific Railroad did. When complete, the trail will cover more than 28 miles.

The Foothills Trail has a special significance in Buckley, with its roots firmly planted in the City’s history. The two-mile paved stretch of trail is the most heavily used park in the City. The plans for connecting Buckley’s trail to South Prairie and Enumclaw will only further enhance its use, and make it a regional destination.

Figure 7: Foothills Trail



LEGEND

- Blue dotted line: Paved Trail
- Green dotted line: Unpaved Trail
- Black dotted line: Future Trail
- Restroom icon: Restrooms
- Picnic table icon: Picnic Areas
- P icon: Parking

0 1 2 3 4 Miles

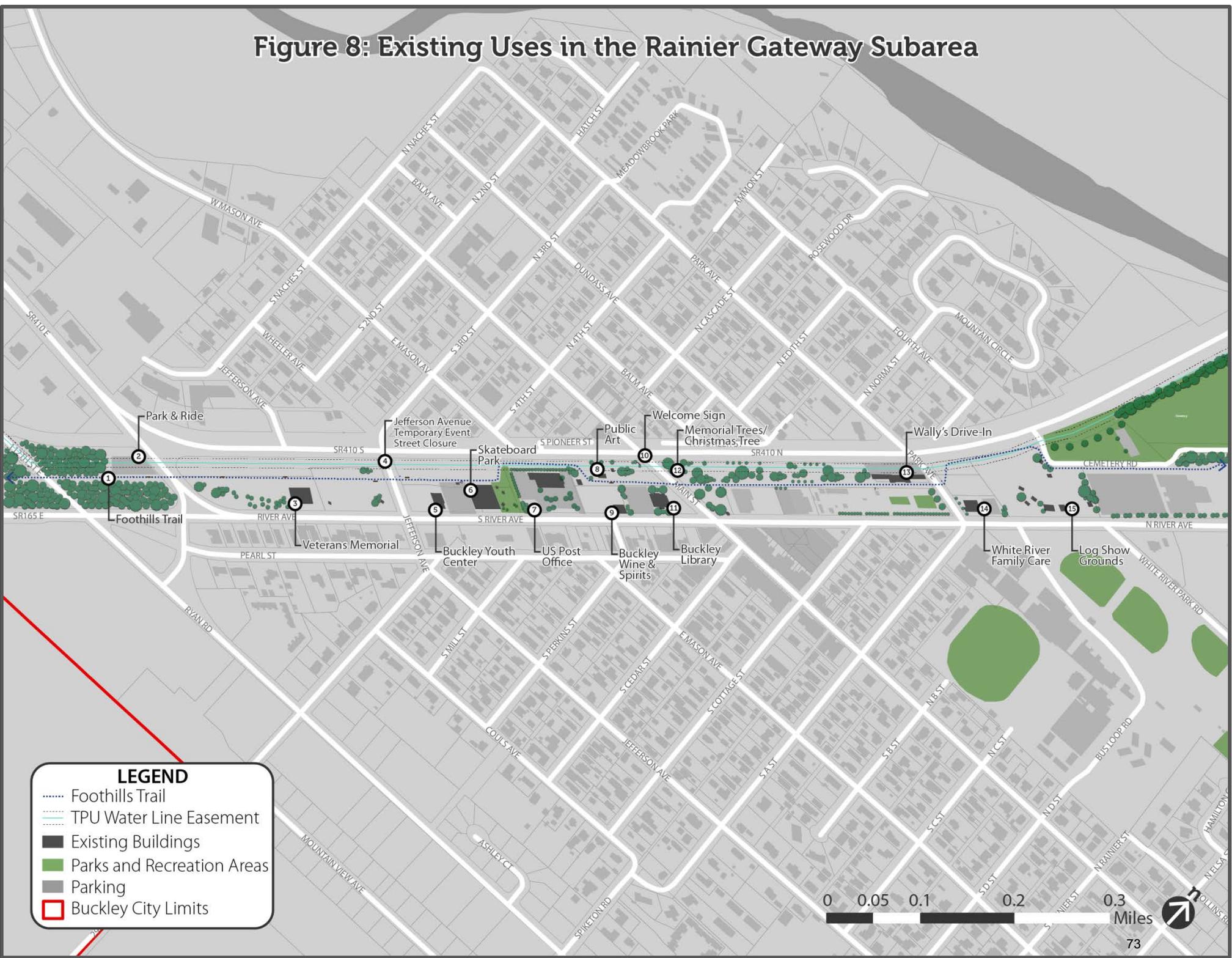
3 RAINIER GATEWAY SUBAREA PLAN

3.1 EXISTING USES

Existing buildings and uses are present within the Rainier Gateway Subarea and, as such, the development plan for the corridor must consider them in the designation of future uses. The following uses currently exist within the Rainier Gateway Subarea, as shown in Figure 8: Existing Uses in the Rainier Gateway Subarea.

1. Foothills Trail – The Foothills Trail, located within the Rainier Gateway Subarea, is a community-gathering place for the City, as well as a recreational destination. Locally, the trail is dubbed the new “Main Street,” and is the most used park in the City. The Foothills Trail has the potential to be a regional recreational destination with the completion of the extensions to South Prairie and Enumclaw.
2. Park-and-Ride – This unpaved lot serves as an unofficial park-and-ride for the City of Buckley.
3. Veterans Memorial – The Buckley Veterans Memorial monument was built in 2010 to be a place of remembrance for those who served in the armed forces.
4. Jefferson Avenue Temporary Event Street Closure – Temporarily, the City may close Jefferson Avenue to allow for events such as Music in the Park,
5. Buckley Youth Center – The Buckley Youth Activity Center is a safe place for kids to stay after school, with recreational activities such as pool, air hockey, video games, foosball, and other organized activities. The Youth Center also provides free tutoring for students in grades K-12.
6. Skateboard Park – Built in 2014, the Buckley Multi-Use Skateboard Park features a playground area with equipment, a viewing area, and a skate park, providing facilities for skateboarders, rollerbladers, and BMX bike riders.
7. U.S. Post Office – The Buckley U.S. Post Office is located within the Rainier Gateway Subarea and serves the City of Buckley.
8. Public Art – Several public art installations are located along the Foothills Trail in the Rainier Gateway Subarea and are a highly valued community asset. A local artist donated the chainsaw carvings in 2006, which are carved from three 40-year old Coulter pines that were on the verge of falling down.
9. Buckley Wine & Spirits and Barber Shop – A wine and liquor store and barber shop are located within a small retail development in the Rainier Gateway Subarea.
10. Welcome Sign – The welcome sign to Buckley directs visitors to the historic district and business district.
11. Buckley Library – The Buckley Library, located within the Rainier Gateway Subarea, serves northeastern Pierce County, providing many benefits to the community.
12. Memorial Trees – Several significant trees and trees planted in memoriam are located and signed within the Rainier Gateway Subarea, immediately north and south of Main Street, and should be preserved from future development.

Figure 8: Existing Uses in the Rainier Gateway Subarea



LEGEND

- Foothills Trail
- TPU Water Line Easement
- Existing Buildings
- Parks and Recreation Areas
- Parking
- Buckley City Limits

0 0.05 0.1 0.2 0.3 Miles

13. Wally's Drive-In – Wally's White River Drive-In, a local staple in the plateau, is an old-fashioned drive-in restaurant.
14. White River Family Care – White River Family Care is a family practice doctor's office serving the City of Buckley.
15. Log Show Grounds – The Buckley Log Show takes place each year at the Log Show Grounds located within the Rainier Gateway Subarea. Various competitions are held, with entrants participating in events such as the ax throw, hot saw, or tree topping.

3.2 DEVELOPMENT PLAN

When the Draft Rainier Gateway Subarea Plan was developed in 2005, community outreach events were held to create a preferred development approach for the corridor. Some of the considerations included in the preferred development approach included:

- Preserving open space while allowing for some commercial development;
- Providing a park-and-ride facility near the trail;
- Adding more housing in the downtown area and along the trail; and
- Preserving trees and vegetation in the corridor, especially the memorial trees north and south of Main Street.

Another factor important to the community, as identified in the Comprehensive Plan, is the desire to position the community as a “gateway to Mount Rainier” and a destination for tourists and residents alike interested in outdoor recreational activities.

The development plan for the Rainier Gateway Subarea (see Figure 9: Development Plan and Land Uses for the Rainier Gateway Subarea) takes into consideration the community's preferences for the corridor and the development and uses currently located within the Rainier Gateway Subarea, and depicts where future development may take place. The sections below break down the implementation steps necessary to facilitate the vision for the Rainier Gateway Subarea.

3.2.1 SOUTH GATEWAY

With the realignments of Ryan Road/112th Street, SR 165, and SR 410, the South Gateway will now serve as the first entrance to Buckley for visitors coming from the west. With much of the South Gateway undeveloped, it is the ideal location for the mixed-use commercial and residential development proposed in both the 2005 Draft Subarea Plan and the 2013 Rainier Gateway Subarea Design Guidelines and Implementation Plan. Figure 10: Development Plan for South Gateway depicts how the South Gateway could be developed with mixed-use and commercial development, leaving the portion of the Rainier Gateway Subarea west of the trail as open space and preserving existing uses, such as the Veterans Memorial.

As proposed in 2013, the City should amend the binding site plan for Parcel 800005-0210. The City could create a maximum of eight lots within this parcel, not including the Veterans Memorial, with a minimum frontage of 40 feet

and minimum lot size of 3,000 square feet. The amended binding site plan could be used to market the parcel to potential developers.

The City should also create a binding site plan for Parcel 800005-0200. The City should adjust the lot line to match that of Parcel 800005-0210, leaving the portion west of the Foothills Trail and Parcel 800005-0220 as open space, and dividing the remainder into a maximum of nine lots.

After amending the binding site plan for Parcel 800005-0210 and creating a binding site plan for Parcel 800005-0200, the new parcels will be marketed according to the Marketing Plan in Section 3.5. See Figure 3: City-Owned Parcels in the Rainier Gateway Subarea for the parcel locations.

3.2.2 MAIN STREET GATEWAY

In the 2013 Rainier Gateway Subarea Design Guidelines and Implementation Plan for the Rainier Gateway Subarea, subdivisions were proposed for parcels in what was dubbed the “Main Street Gateway.” While the subdivision of property in the Main Street Gateway would facilitate economic development and enhance the connection between the Rainier Gateway Subarea and the historic downtown, existing development in the Main Street Gateway, as well as significant cultural amenities, make it an impractical location for future development. The U.S. Post Office, the two retail spaces, the Pierce County Library, several public art installations, and memorial trees are all valuable uses to the City located in the Main Street Gateway, and are to be retained in the Rainier Gateway Subarea.

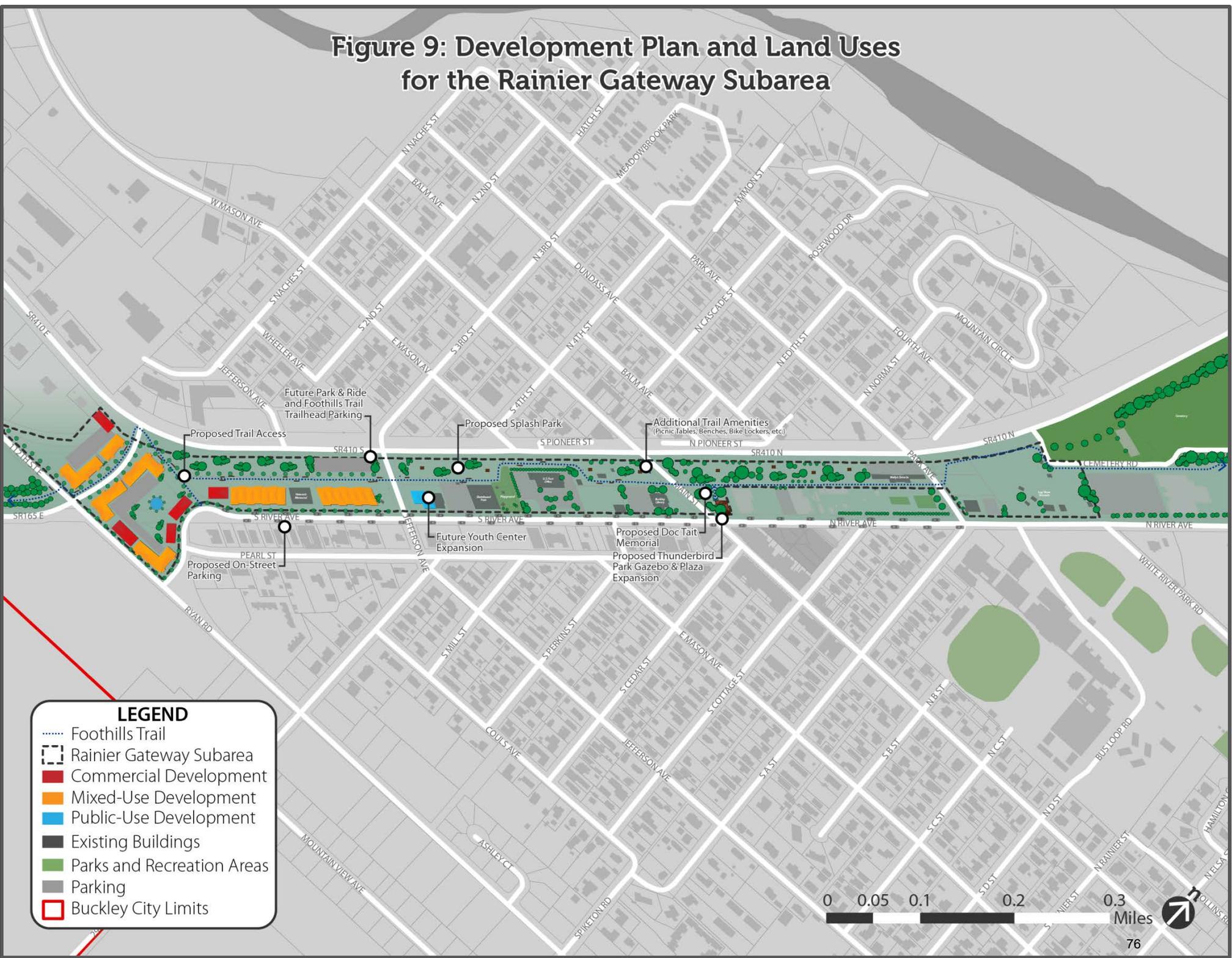
This Subarea Plan will propose no subdivisions for the Main Street Gateway, and will instead focus on creating open spaces and recreational opportunities, which residents and tourists have identified they would like to see in the area. This phase is considered the “amenity phase,” as the emphasis is on creating recreational and cultural amenities that will draw in residents and tourists. Figure 11: Development Plan for Main Gateway depicts how the Main Street Gateway could continue to be enhanced with recreational and cultural amenities.

Within the Main Street Gateway, the focus will be on providing additional trail amenities as funds are available. Future expansions to the Youth Center will provide additional recreational opportunities within the Rainier Gateway Subarea, as well as essential community services. The City plans to construct a Splash Park and a memorial to Doc Tait in the area southwest of the gazebo at Thunderbird Park. The City could also consider expanding Thunderbird Park in order to create an additional gathering place within the Rainier Gateway Subarea that can be rented for private events or as a rest area for trail users. Connecting the plaza and memorial to the trail is essential in enhancing the connection between the trail and the historic Main Street area.

3.2.3 NORTH GATEWAY

The North Gateway area encompasses all parcels not already included in the Main and South Gateways. Significant development is not proposed for the North Gateway. The focus of the North Gateway is to create open spaces and links between existing development, new development, and the Foothills Trail. The City may choose to market Parcel 800005-0010 for private development, or use it as open space or other public facility. See Figure 12: Development Plan for North Gateway.

Figure 9: Development Plan and Land Uses for the Rainier Gateway Subarea

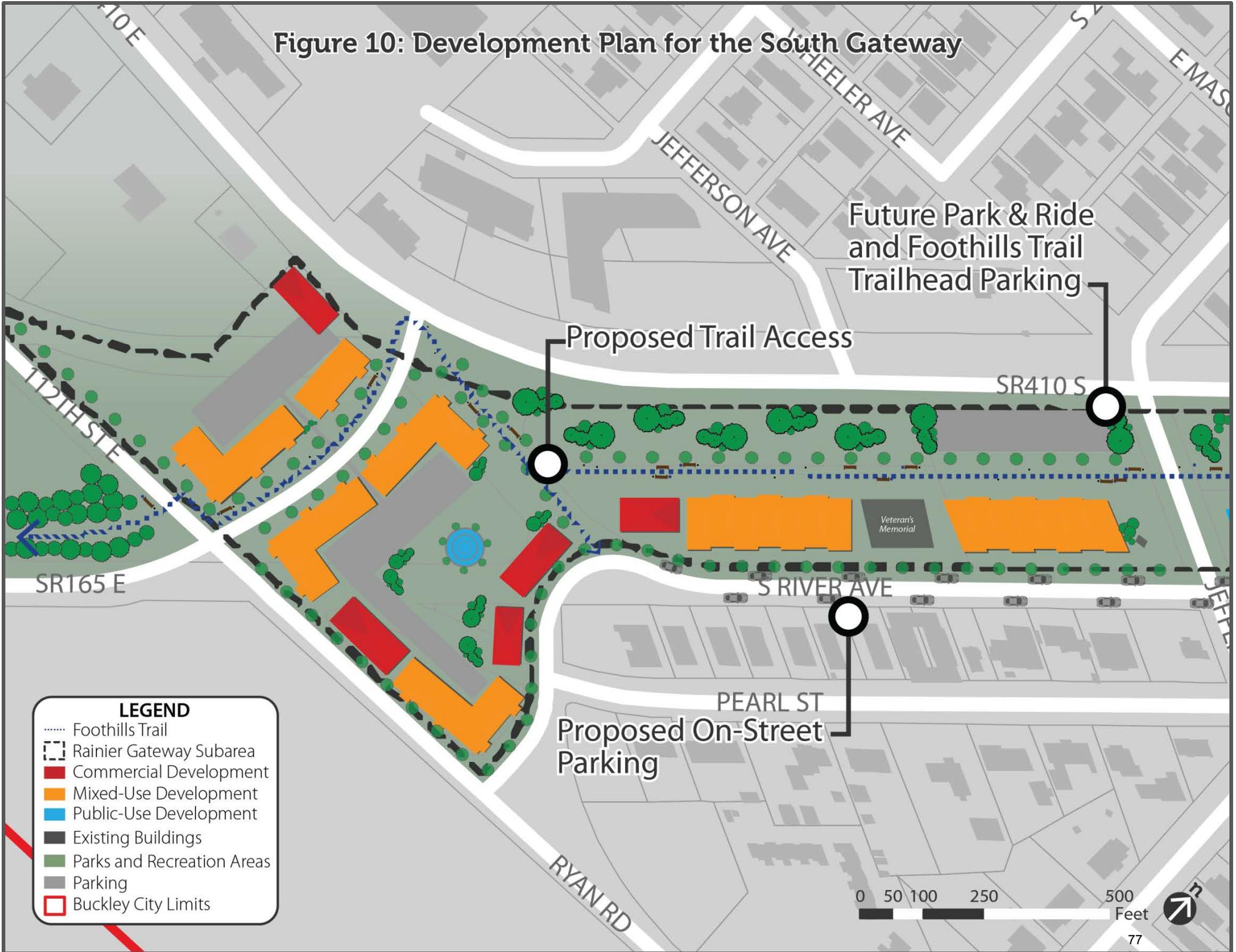


LEGEND

- Foothills Trail
- Rainier Gateway Subarea
- Commercial Development
- Mixed-Use Development
- Public-Use Development
- Existing Buildings
- Parks and Recreation Areas
- Parking
- Buckley City Limits



Figure 10: Development Plan for the South Gateway



LEGEND

- Foothills Trail
- Rainier Gateway Subarea
- Commercial Development
- Mixed-Use Development
- Public-Use Development
- Existing Buildings
- Parks and Recreation Areas
- Parking
- Buckley City Limits

0 50 100 250 500 Feet



Figure 11: Development Plan for the Main Gateway

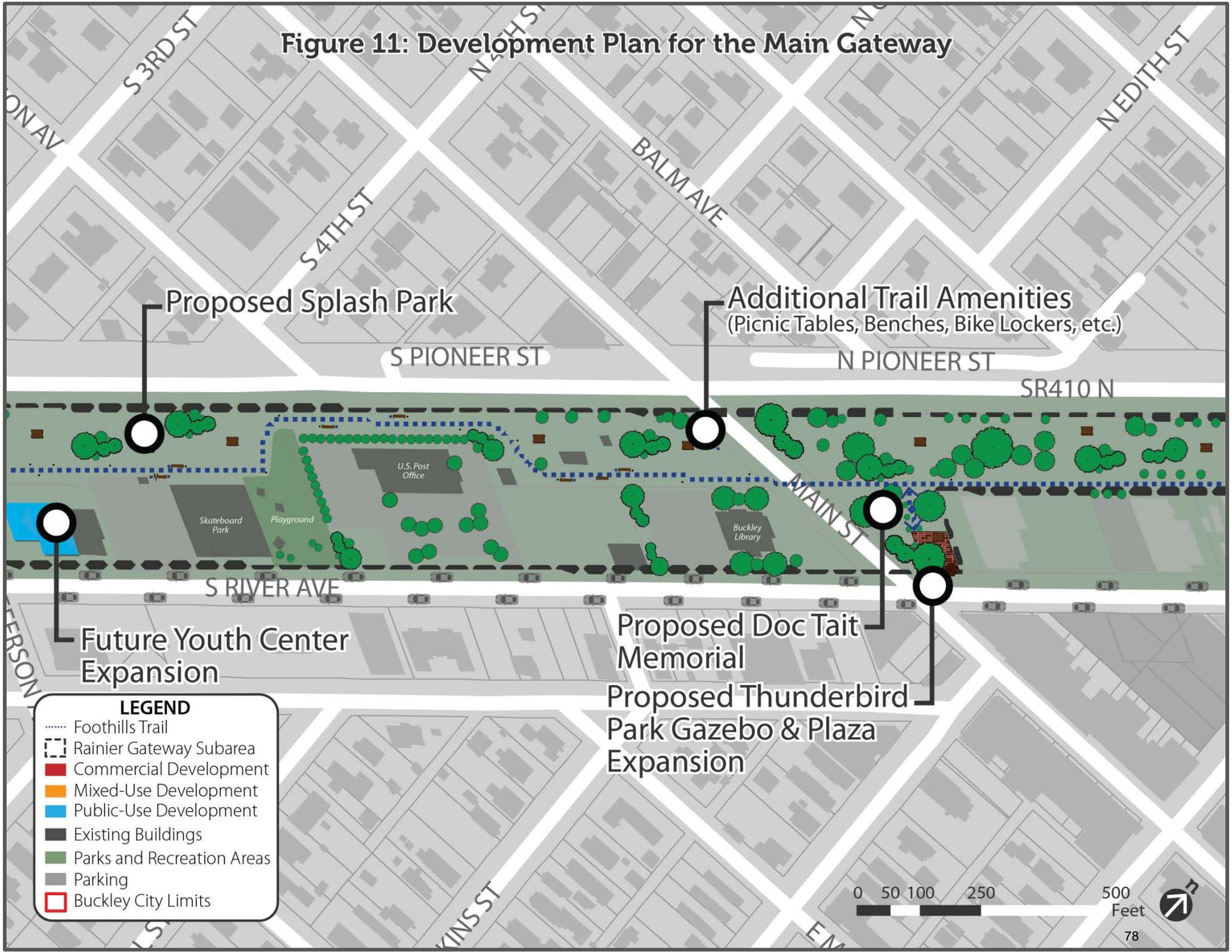
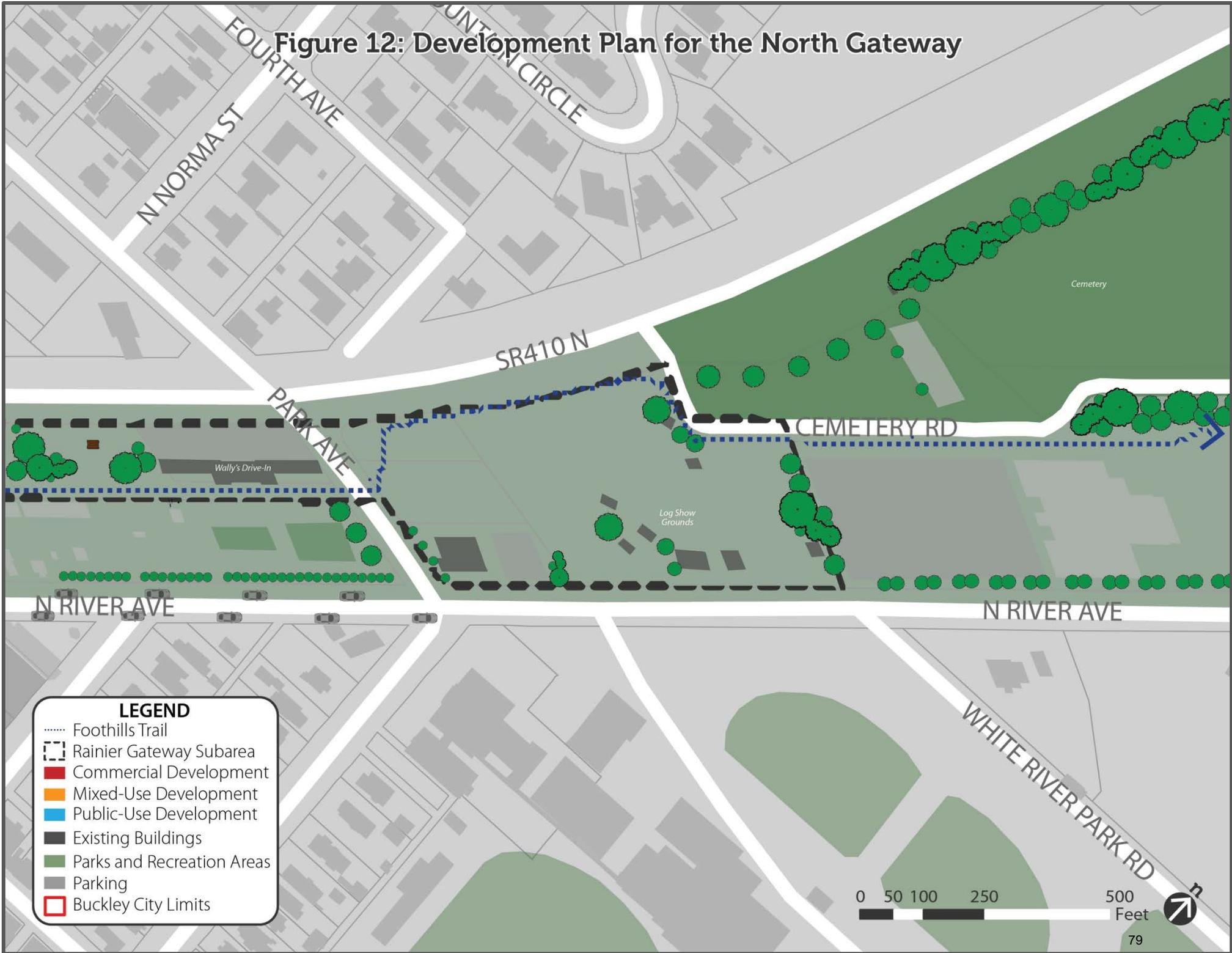


Figure 12: Development Plan for the North Gateway



LEGEND

- Foothills Trail
- Rainier Gateway Subarea
- Commercial Development
- Mixed-Use Development
- Public-Use Development
- Existing Buildings
- Parks and Recreation Areas
- Parking
- Buckley City Limits

0 50 100 250 500 Feet



3.3 DESIGN GUIDELINES

The Rainier Gateway Subarea Design Guidelines are intended to guide land use and site development within the Rainier Gateway Subarea. The Design Guidelines build on the work completed by City and the University of Washington in 2013, and are included in Appendix A of this plan. The Design Guidelines emphasize architectural context that is in keeping with the character of Buckley’s historic Main Street, and respects the existing pedestrian scale of the district. Provisions are included for providing entrances on both street frontages at the Foothills Trail. The Design Guidelines specify architectural elements that reflect the history of Buckley and enhance the rural and natural features that surround the City.

3.4 IMPLEMENTATION PLAN

3.4.1 OPEN SPACE IMPROVEMENTS

The City incorporated many open space improvements along the Foothills Trail following the 2013 Rainier Gateway Subarea Design Guidelines and Implementation Plan. Uniform lighting along the trail allows extended use beyond daytime hours. Benches and landscaping along the trail help to create appealing spaces for people to meet and spend time in the Rainier Gateway Subarea. The City indicates in its 2015 Comprehensive Plan the desire to construct a Splash Park and Climbing Wall within the Rainier Gateway Subarea. The City may incorporate additional open space improvements that continue to build a visual recognition of the Foothills Trail and enhance interest in the area.

3.4.1.1 PLAZAS

Plazas and open spaces should be provided to link trails with commercial areas. Plazas provide places for passive recreation and provide cultural benefits by creating a space for people to gather and hold community events. Existing small plazas should be enhanced to link the trail to downtown.

3.4.1.2 ART INSTALLATIONS

Additional art installations should be encouraged along the Foothills Trail. Public art provides visual interest for trail users. The art installations should reflect the history of Buckley and be compatible with existing art installations along the trail. Art installations located in the Rainier Gateway Subarea could act as a way to set Buckley apart from other Foothills Trail communities and highlight the character of the City.

3.4.1.3 SIGNS

Currently, signs for the Foothills Trail are smaller and not of the same style as signs throughout the City for the Main Street shopping area. Consistent sign design throughout the City would help foster a visual identity and emphasize the trail as a major destination in Buckley. Larger signs, of similar style to existing signs, would be easier for visitors to see and recognize, increasing their likelihood of using the trail.

Figure 13: Thunderbird Park Gazebo and Plaza



Existing plazas, such as the one at Thunderbird Park, could be enhanced to connect the trail to downtown. Decorative paving and landscaping extending from River Avenue and the Foothills Trail could provide a visual connection and provide a place of respite for trail users.

3.4.2 STREET IMPROVEMENTS

The City should consider street improvements to improve access to the Rainier Gateway Subarea. Improvements to River Road, such as on-street parking, bicycle racks, and wayfinding, can help direct people to the Rainier Gateway Subarea and enhance the connection between the Rainier Gateway Subarea and Main Street.

3.4.2.1 ON-STREET PARKING

On-street parking along River Road should be installed consistent with the Rainier Gateway Subarea Design Guidelines and City of Buckley Development Guidelines and Public Works Standards. On-street parking provides economic development benefits to the Rainier Gateway Subarea by increasing vehicular access to the trail, as well as shops and restaurants, and creates a buffer between pedestrians and traffic.

3.4.2.2 WAYFINDING

Wayfinding is essential for making Buckley a destination, rather than a place to travel through. Providing wayfinding on the trail that directs pedestrian and bicycle traffic to Main Street and other areas of interest would provide economic benefits to downtown businesses, and would help to increase the City's regional visibility.

Figure 14: Chainsaw Art Installations



Chainsaw art installations, donated by a local artist in 2006, reflect Buckley’s logging history.

3.4.2.3 BIKE RACKS

Installing bike racks along the trail and on Main Street would encourage trail users to stop and enjoy Buckley shops, restaurants, and events, and increase the likelihood of people returning to Buckley.

3.4.2.4 TRAILHEAD

With the completion of the South Prairie to Buckley section of the Foothills Trail, a signed trailhead for the trail can help to increase Buckley’s visibility in the region and the use of the trail locally. A trailhead in Buckley would provide a place for users coming from King County to park and access the trail.

3.4.3 STOREFRONT IMPROVEMENTS

The City should consider working with local Main Street businesses to enhance their storefronts and improve the overall aesthetics of Main Street. Minimizing the amount of vacant storefronts on Main Street, and their appearance of vacancy, and keeping business lights on during specified hours would help to make Main Street a more lively area and spur additional development within the Rainier Gateway Subarea.

3.4.3.1 LIGHTING

The City should work with businesses on Main Street to establish uniform times during the day for stores to keep their storefront lighting on. Dark stores give the appearance that everything is closed and send a message to passersby that this is not a vibrant shopping area. Keeping lighting on will encourage people to stop in Buckley and check out shops and restaurants that are open.

3.4.3.2 VACANT STOREFRONTS

Vacant storefronts create blight and hurt the economic viability of other Main Street businesses. Vacant storefronts should also have their appearance of vacancy minimized. Artists could display their work in vacant storefronts, bringing themselves visibility and improving the appearance of the area.

3.4.4 ECONOMIC DEVELOPMENT INCENTIVES

3.4.4.1 PROPERTY TAX SUBSIDY/ABATEMENT

The City may offer property tax discounts or complete property tax relief for a specified time to businesses or developers interested in locating within the Rainier Gateway Subarea.

3.4.4.2 ADMINISTRATIVE FEE REDUCTIONS

Administrative fees such as permit fees, impact fees, and water/sewer connection fees all increase the upfront construction cost of development. Reducing fees would save developers money and encourage development within the Rainier Gateway Subarea. Administrative fee reductions could be provided as a reimbursement for developers once they begin construction or start installing infrastructure. A percent of the fees could also be waived at the time of application.

3.4.5 SEPA CATEGORICAL EXEMPTION THRESHOLDS

The City of Buckley will be raising the categorical exemption limits under SEPA for new construction to the maximum specified under WAC 197-11-800(1)(d). This will allow for a larger range of development to occur within the Rainier Gateway Subarea without the delay and additional cost of Threshold Determination and Environmental Impact Statement (EIS) requirements under SEPA.

Currently, the categorical exemption limits in Buckley for multi-family residential is four units, and the maximum exemption for commercial development is 8,000 square feet. The maximum exemption under SEPA for multi-family residential is 30 units, and the maximum exemption for commercial development is 30,000 square feet.

3.5 MARKETING PLAN

The goal of the marketing plan is to disseminate information on the Rainier Gateway Subarea properties to potential buyer/developers through a variety of methods in an effort to generate interest and development leads. Techniques to generate interest include development visuals, together with property and community data and demographics.

3.5.1 MARKETING COLLATERAL

Prototype development concepts will be prepared for the South Gateway area illustrating development potential to convey the vision of the Rainier Gateway Subarea to interested buyer/developers. The City should evaluate the existing parcel configurations and determine if modifications to the boundaries, through either boundary line adjustments or a revised binding site plan, are appropriate in advance of property sale. The concepts will build on those prepared to date and convey the opportunities and attributes of the area.

Using the development concepts, marketing flyers should be prepared describing the properties for sale and their development potential, both in graphic and narrative form. The flyers could be posted on bulletin boards at City Hall, the Library, and the Community Center, among other key, frequently visited areas.

The City should develop a page on its website extolling the Rainier Gateway Subarea plan vision and overall economic development incentives available to buyer/developers. The marketing flyers and development concepts will be useful visuals for the web format.

3.5.2 MARKETING ACTIVITIES, EVENTS, AND VENUES

Community gatherings and special events are good opportunities for the City to promote the Rainier Gateway Subarea Plan and citywide efforts for economic development. The use of kiosks and promotional sponsorships at City events, such as the log show, farmers market, groundbreaking ceremonies, etc., can attract attention to the Rainier Gateway Subarea and demonstrate City efforts for improvements. This can include attractive display of promotional materials and/or staffing by informed personnel. The City should take every opportunity to commemorate and promote improvements in the Rainier Gateway Subarea with a groundbreaking ceremony.

The City should consider contracting with the commercial real estate brokerage community to assist in marketing the Rainier Gateway Subarea. Attending regional retail conferences and events or contracting with the real estate brokerage community to market the properties at such events would also assist in promoting the properties.

The City should also establish a Rainier Gateway Subarea implementation stakeholder group or staff that is charged with ensuring that the implementation activities are occurring and that the information is disseminated in a timely manner when requested from a buyer/developer.

3.6 FUNDING

3.6.1 CAPITOL PROJECT FUNDS/ENTERPRISE FUNDS

The City may use revenues deposited into capital improvement funds, enterprise funds, and other funds designated for uses in line with the plan for the Rainier Gateway Subarea. Enterprise funds encompass any activity for which a fee is charged to external users for goods and services. A common source of revenue for enterprise funds are City-owned utility services, such as water, sewer, garbage, or stormwater. Capital improvement funds and tourism funds may be used for improvements in the Rainier Gateway Subarea, and are generated through revenues received by the City from real estate and lodging excise taxes.

3.6.2 LOCAL REVITALIZATION FINANCING

The Local Revitalization Financing Program allows cities to create “revitalization areas” and allocate increases in local sales and use taxes, and local property taxes, to fund bonds issued for local public improvements within the revitalization area. While the State of Washington is no longer accepting applications for state contribution, the City may use the program to increase tax revenues specifically for the Rainier Gateway Subarea.

3.6.3 MAIN STREET TAX CREDIT INCENTIVE PROGRAM

The [Main Street Tax Credit Incentive Program](#) is a way for businesses to redirect their business and occupation taxes to their own community. The downtown organization receiving the funds must be a part of the State’s “Main Street Program.” Businesses can then direct that their tax payment go to the downtown organization, and receive a credit worth 75 percent of their contribution.

3.6.4 PUBLIC/PRIVATE PARTNERSHIPS

Public/Private Partnerships (PPPs) are alliances formed between a government agency and private developers to achieve a common purpose. PPPs typically begin with a conceptualization process, and then private partners are selected through a competitive bid process. The entities involved then define project elements and develop an implementation process. The process results in benefits for all parties involved; public sector entities can leverage and maximize public assets and private sector entities can be given greater access to land and infill sites, and receive more support through the development process. The City may look into creating a Public Development Authority to assist in facilitating the partnership.

3.6.5 PUBLIC DEVELOPMENT AUTHORITY

One method of facilitating PPPs is for the City to create a Public Development Authority (PDA). A PDA is authorized under RCW 35.21.170, which allows cities to establish “public corporations, commissions, or authorities.” The creation of a PDA is useful for engaging in activities that are outside of the normal scope of City operations. The PDA would be legally separate from the City and would be able to develop properties together with private property owners and developers. A PDA can derive its revenue from the City through lease and operation payments and user fees, or through grants or donations.

4 POLICIES AND RECOMMENDATIONS

POLICY/RECOMMENDATION	SUPPORTING POLICIES/CODES	IMPLEMENTATION METHOD
<p>4.1 The Rainier Gateway Subarea is a place where people meet and recreate, and is an important open space area that gives the City a pleasant atmosphere. Commercial and mixed-use development is planned to be erected between the Foothills Trail and River Avenue. The area between SR 410 and the trail would remain as open space.</p>	<p>Comprehensive Plan Policy 3.4.3 Rainier Gateway Subarea Draft Master Plan Rainier Gateway Subarea Design Guidelines</p>	<p>Utilize strategies from Section 3.4, Implementation Plan, and funding sources from Section 3.6 to facilitate the City’s vision for the Rainier Gateway Subarea. Adopt Design Guidelines, included in Appendix A, for the Rainier Gateway Subarea and require development to incorporate design principles identified through amendments to BMC §19.51 Highway 410 Design Review District, as specified in Section 5.1. Remove barriers to development by simplifying the binding site plan, as specified in Section 5.2, and raising the categorical exemption thresholds for SEPA review, as specified in Section 5.3. Market City-owned parcels for sale consistent with Section 3.5, Marketing Plan.</p>
<p>4.2 Encourage retail uses that cater to outdoor recreationalists.</p>	<p>Comprehensive Plan Policy 4.2.4 BMC §12.04 SEPA</p>	<p>Provide economic development incentives to developers who agree to develop retail uses that focus on outdoor recreation, as specified in Section 3.4.4 of the Implementation Plan. Raise the categorical exemption limit for SEPA to allow for larger building footprints without the additional time and expense for SEPA review. Market City-owned parcels for sale, consistent with Section 3.5, Marketing Plan.</p>
<p>4.3 Require all development within the Rainier Gateway Subarea to incorporate neighborhood character and design principles consistent with Rainier Gateway Subarea Design Guidelines into building and site design.</p>	<p>Comprehensive Plan Policy 2.1.1 Comprehensive Plan Policy 3.2.3</p>	<p>Modify BMC §19.51 Highway 410 Design Review District, to require development to comply with the Rainier Gateway Subarea Design Guidelines for property within the Rainier Gateway Subarea.</p>
<p>4.4 Concentrate new retail development in the Rainier Gateway Subarea.</p>	<p>Comprehensive Plan Policy 1.1.1 BMC §12.04 SEPA</p>	<p>Provide economic development incentives to developers who agree to develop retail uses in the Rainier Gateway Subarea, as specified in Section 3.4.4 of the Implementation Plan. Raise the categorical exemption limit for SEPA to allow for larger building footprints without the additional time and expense for SEPA review. Market City-owned parcels for sale, consistent with Section 3.5, Marketing Plan.</p>

4.5	Install removable bollards on Jefferson Avenue between SR 410 and River Avenue to allow for street closures and the use of the street for community events.	Comprehensive Plan Policy 4.1.1 Rainier Gateway Subarea Draft Master Plan	Utilize funding strategies from Section 3.6 to install removable bollards, as specified in Section 3.4.2.2 of the Implementation Plan.
4.6	Develop a visual link between the trail and downtown by using elements such as pavement materials or landscaping. For example, the existing small plaza could be enhanced to help connect the trail with downtown.	Comprehensive Plan Policy 4.2.2	Utilize funding strategies from Section 3.6 to install open space improvements, as specified in Section 3.4.1 of the Implementation Plan.
4.7	Encourage mixed-use developments in commercial zones.	Comprehensive Plan Policy 1.1.1	Utilize binding site plans to allow for easier subdivision of parcels in the Rainier Gateway Subarea for mixed-use and commercial development. Revise the binding site plan approval procedure to allow binding site plans to be approved administratively as a Type A-1 decision. Market City-owned parcels for sale consistent with Section 3.5, Marketing Plan.
4.8	The Rainier Gateway Subarea should be designated with the County as a center of local importance and be called the Rainier Gateway Center.	Comprehensive Plan Policy 3.4.3 Comprehensive Plan Policy 1.1.2 Pierce County Countywide Planning Policies (CPPs)	Adopt the Rainier Gateway Subarea as a center of local importance (CoLI) by documenting how the area meets the design features required by the Pierce County Comprehensive Plan Policies, and including plans such as the Rainier Gateway Subarea Plan and other information that supports the designation in the City's Comprehensive Plan. The Rainier Gateway Subarea should be delineated on a map as a CoLI in the Comprehensive Plan. The City should then provide notice to the Pierce County Regional Council (PCRC) of its intent to adopt a CoLI.
4.9	Minimize the number and appearance of vacant storefronts.	Comprehensive Plan Policy 3.1.2	Incorporate incentives for minimizing the appearance of vacancy, as specified in Section 3.4.3.2 of the Implementation Plan.
4.10	Plazas and open space should be provided to link trails with commercial areas, and to provide places of respite for trail users to stop and visit downtown.	Comprehensive Plan Policy 1.6.4 Comprehensive Plan Policy 4.2.3	Utilize funding strategies from Section 3.6 to create plazas and open spaces and enhance existing open spaces, as specified in Section 3.4.1.1.

5 REGULATIONS

The following regulations will help to fulfill the goals and policies outlined in Section 4 of the Rainier Gateway Subarea Plan.

5.1 BMC §19.51 HIGHWAY 410 DESIGN REVIEW DISTRICT

Ordinance (ordinance number) is adopted on (date) and amends BMC §19.51 Highway 410 Design Review District to require all properties within the Rainier Gateway Subarea to comply with the new Rainier Gateway Subarea Design Guidelines. The ordinance adopting the proposed amendments to the regulations is included in Appendix B of the Rainier Gateway Subarea Plan.

5.2 BMC §18.36 BINDING SITE PLAN

Ordinance (ordinance number) is adopted on (date) and amends BMC §18.36 Binding Site Plan to require Type A-1 administrative approval. Previously, a binding site plan was required to go to hearing examiner for public hearing and review before final approval. The amendment to BMC §18.36 will make it easier for applicants to make use of the binding site plan approach to divide commercial land for sale or lease.

5.3 BMC §12.04 SEPA

Ordinance (ordinance number) is adopted on (date) and amends BMC §12.04 SEPA to reflect the 2014 rulemaking and new maximum categorical exemption thresholds for minor new construction allowed under WAC 197-11-800(1)(d). The revisions to the City's SEPA ordinance will help to remove barriers to development by allowing for a larger range of development to occur within the City without the delay and additional cost of threshold determination and EIS requirements under SEPA. The City has determined that the increased thresholds adopted are appropriate for Buckley's localized conditions, in light of increased environmental protections in place such as RCW 36.70A, RCW 90.58, and other laws and procedures for environmental protection.

CITY OF BUCKLEY

ORDINANCE NO. ____-19

AN ORDINANCE OF THE CITY OF BUCKLEY, WASHINGTON, CONCERNING DESIGN GUIDELINES IN COMMERCIAL DISTRICTS, ADOPTING THE CITY OF BUCKLEY RAINIER GATEWAY SUBAREA PLAN; REPEALING CHAPTERS 19.50 AND 19.51, BMC; ADDING A NEW CHAPTER 19.50, BMC; AND ADOPTING BY REFERENCE A NEW DESIGN GUIDELINE MANUAL; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the city created the City of Buckley Guidelines for Redevelopment in 1991 and updated the guidelines under Ordinance 11-08 in 2008; and

WHEREAS, the city is reshaping its highway corridor through a construction plan; and

WHEREAS, the highway corridor is the city's "front yard"; and

WHEREAS, the highway corridor between SR 410 and River Avenue is largely owned by the city and zoned for commercial development; and

WHEREAS, the area between SR 410 and River Avenue contains the Foothills Trail and should meet a commercial design that welcomes the public into the city; and

WHEREAS, the historic district contains buildings that were erected in the late 1800s and early 1900s; and

WHEREAS, the planning commission conducted a public hearing on this proposal on June 6, 2016; and

WHEREAS, the required notice was received July 5, 2016, by the Washington State Department of Commerce under Material Identification Numbers (MID#) 22591 informing it of the proposed change in development regulations; and

WHEREAS, environmental review was performed on the initial proposal and a determination of non-significance was issued July 5, 2016; and

WHEREAS, minor revisions to the proposed guidelines were created by staff in early 2019, that were environmentally insignificant; and

WHEREAS, because the guidelines looked different and contained updated information, it was determined that a new public hearing would be beneficial before adoption; and

WHEREAS, a hearing before the planning commission was conducted June 3, 2019; and

WHEREAS, the commission considered one person's comments before rendering its recommendation for the city council to approve the proposal; and

WHEREAS, the council met in study session August 6, 2019, to discuss the guidelines and proposed adopting ordinance;

NOW, THEREFORE,

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

Section 1. The City of Buckley Guidelines for Redevelopment is hereby repealed.

Section 2. The City of Buckley Rainier Gateway Subarea Plan attached as Attachment A is hereby adopted in full.

Section 3. The City of Buckley Design Guidelines attached as Attachment B together with its attached maps are hereby adopted in full.

Section 4. Chapters 19.50 and 19.51 BMC are hereby repealed.

Section 5. A new Chapter 19.50 BMC addressing each of the three design areas is adopted as follows:

19.50.010 Purpose.

The purpose of this chapter is to establish criteria and procedures for the development within the city's three commercial areas to:

- (1) Implement the comprehensive plan;
- (2) Serve the public interest in public peace, health, safety, morals and welfare by helping to assure residents of an aesthetically and culturally pleasing environment by promoting and perpetuating educational, cultural, aesthetic, and social values as well as economic development; and
- (3) Preserve the beauty and history of the community for its citizens.

19.50.020 Relationship to other regulations.

The requirements of this chapter are in addition to other regulations affecting land use and construction within the city including, without limitation, the comprehensive plan, zoning and subdivision codes, SEPA, Shorelines Management Act, and building and mechanical codes. In case of conflict between this and other regulatory provisions, the stricter enactment shall prevail.

19.50.030 Review procedures.

- (1) A person who proposes to construct or alter a structure or fixture that is subject to design review shall submit to the planning director a written application that complies with the requirements set forth in the "City of Buckley Design Guidelines." The application shall be considered at the next regular meeting of the design review committee that convenes 20 days or more after the date of the application.
- (2) The permit process is as follows:
 - (a) Type C-3 for proposals that meet BMC 19.50.040(1); and
 - (b) Type A-3 for proposals that meet BMC 19.50.040(2).

19.50.040 Review required.

No structure or fixture that is subject to review under the city's Design Guidelines may be constructed or altered until the city council's design review committee (DRC) examines any application for construction or alteration.

- (1) The DRC shall transmit its recommendation to the ~~decision maker council, or as specified in BMC 20.08.030 Table 2,~~ for construction that does not meet the description in Subsection 2 of this section. These projects are considered "major."
 - (a) The DRC shall consider the application and the director's report at its next regular meeting following receipt of the director's recommendation transmitted to the committee no less than 7 days prior to its meeting. The DRC will base its recommendation on the city's design guidelines.
 - (b) The DRC may recommend the decision maker approve, approve with conditions, or deny a project.
 - (i) Conditions shall be given that bring a project into conformance with the code or design guidelines.
 - (ii) Where practical difficulties are involved in carrying out the design standards, the City Council shall have the authority to grant modifications for individual cases, provided the City Council shall first find that special individual reasons makes the strict letter of the design standards impractical and the modification is in compliance with the intent and purpose of the design standards and doesn't create a material departure from any consistent design in surrounding buildings. If no condition will bring a project into conformance with the code or design guidelines, the project must be denied; provided that the DRC may recommend approval of a project that fails to comply with design guidelines, but only upon finding that imposition of the guidelines would be impractical or would impose an undue hardship upon the applicant through no fault of his own, or that waiver of the requirements would not cause a detriment to the public interest.
- (2) The DRC shall transmit its recommendation for other projects, which are considered "minor," to the planning commission or as specified in BMC 20.08.030 Table 2 for ~~Repair or maintenance that does not change the physical exterior of the structure or fixture (e.g. siding or windows) is permitted without committee review.~~ Any and/or all repairs and maintenance must conform to the "City of Buckley Design Guidelines," and Chapter 19.36 BMC for nonconforming uses and structures if applicable.

19.50.050 Design criteria.

- (1) The City of Buckley Design Guidelines (Design Guidelines) dated ~~June 17~~ August 27, 2019, and any amendments or modifications thereto ~~is~~ are adopted by reference as though it were set forth in full in this chapter. Three copies of the document shall be placed on file in the city clerk-treasurer's office together with associated maps and shall be maintained there for public examination and copying.
- (2) In determining whether to recommend approval, approval with modification, or denial of a project, the decision maker shall apply criteria set forth in the Design Guidelines.

19.50.060 Design Districts Described.

The three design districts are as shown on the maps adopted in this ordinance as Attachments A, B, and C and will be on file in the planning office as well as the city clerk's office.

19.50.070 Historic District purpose and applicability.

- (1) The purpose of the historic district is to:

- (a) Recognize the significant role of the city and its pioneer residents in the history and development of Pierce County and the state of Washington;
 - (b) Preserve the comfort and prosperity of Buckley citizens by preserving a downtown core that is active and interesting to Buckley's citizens and to those passing through; and
 - (c) Promote growth and enhance property values by minimizing discordant, unsightly developments.
- (2) The design review requirements of this chapter pertain to all structures and fixtures that are used for commercial purposes that lie within the historic-commercial design review district as shown on the map in the guidelines.
- (a) These guidelines do not apply to single-family detached residences and the home occupations that may be within them.

19.50.080 Gateway District purpose and applicability.

- (1) The purpose of the gateway district is to:
- (a) The design of the Rainier Gateway Subarea shall reflect the community's desire to preserve open space and views of Mount Rainier.
 - (b) Transition from the auto-dependent SR 410 to the more pedestrian-friendly historic Downtown.
 - (c) Strive to build non-motorized connections created by the Foothills Trail.
- (2) The design review requirements of this chapter pertain to all structures and fixtures that are used for commercial purposes that lie within the Gateway Design review district.
- (a) These guidelines do not apply to single-family detached residences and the home occupations that may be within them.

19.50.090 SR 410 District purpose and applicability.

- (1) The purpose of the SR 410 District is to:
- (a) Regulate growth to provide reasonable access on and off Highway 410;
 - (b) Promote economic development by preventing unsightly strip development that presents a massive flat aspect to Highway 410; and
 - (c) Help assure residents of an aesthetically and culturally pleasing environment
 - (d) Promote and perpetuate educational, cultural, aesthetic, and social values by encouraging the construction of buildings that reflect the city's agricultural, railroad and logging antecedents.
- (2) The following proposed or existing structures and fixtures are subject to review under the Highway 410 design review criteria:
- (a) The structure or fixture is on or proposed for property located within the SR 410 design review district as indicated on the applicable district map; and/or
 - (b) The proposal is a sign also regulated under Chapter 19.30 BMC; and/or
 - (c) The structure or fixture is used for commercial purposes; and
 - (d) These guidelines do not apply to single-family detached residences and the home occupations that may be within them.
- (3) An overlay district is established as follows: 150 feet north and 150 feet south of SR 410 right-of-way lines between Mundy Loss and SR 165. The following criteria shall be met:
- (a) Development in this subarea shall meet design guidelines for the SR 410 district. If no development is in this subarea, then the entire parcel shall be subject to the SR 410 design guidelines.
 - (b) Development in this subarea shall meet the uses and regulations of the General Commercial zone regardless of the parcel's zoning.

- (c) Development outside the subarea, if not hidden by another building, shall meet all of the design guidelines.
- (d) Development outside the subarea that is hidden by another building in accordance with this chapter shall meet building height, landscape, and parking requirements of the city's code.
 - (i) If the building next to SR 410 is removed, the building behind it shall be remodeled or altered to meet the SR 410 design criteria in effect at the time it is remodeled.

Section 6. Copy to the Department of Commerce. Pursuant to RCW 36.70A.106, the City Administrator is hereby authorized and directed to provide a copy of this ordinance to the State Department of Commerce within 10 days of adoption.

Section 7. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 8. Effective date. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the city, and shall take effect and be in full force five (5) days after publication.

Introduced, passed, and approved this 27th day of August 2019.

Pat Johnson, Mayor

Attest:

Treva Percival, City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

PUBLISHED: _____
EFFECTIVE: _____



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Interlocal Agreement for Inmate Housing with South Correctional Entity (SCORE) Cost Impact: \$ Fund Source: Timeline:	Agenda Date: August 27, 2019 AB19-087		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		X
Municipal Court – Jessica Cash			
PW/Utilities – Chris Banks			
Attachments: Letter and Interlocal Agreement			
SUMMARY STATEMENT: Annual renewal of the existing Interlocal Agreement with South Correctional Entity (SCORE) for inmate housing updating rates for 2020.			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS Tentative 8-13-19			
RECOMMENDED ACTION: MOVE to Approve the Interlocal Agreement for Inmate Housing with South Correctional Entity.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	



SOUTH CORRECTIONAL ENTITY

Serving the Cities of: Auburn, Burien, Des Moines, Renton, SeaTac, and Tukwila

July 31, 2019

City Administrator David Schmidt
City of Buckley
PO Box 1960
Buckley, WA 98321

Sent Via Email: dschmidt@cityofbuckley.com

Dear City Administrator David Schmidt:

Thank you for your partnership and trusting SCORE to serve as your misdemeanor jail. We are looking forward to meeting your city's needs with providing comprehensive jail services.

As you know, we notified your agency on June 28, 2019, regarding SCORE 2020 housing contract rates. Today we are sharing with you SCORE's updated inmate housing agreement that will also be in effect January 1, 2020. All previous contracts will be replaced with the attached agreement. If you wish to continue using SCORE for housing purposes, please sign the attached agreement and return to:

SCORE
Marilynn Montenegro
20817 17th Avenue South
Des Moines, WA 98198

Please return no later than October 31, 2019. All other terms of the contract will remain in effect until December 31, 2019. If you no longer wish to contract with SCORE, please notify us of that decision by September 31, 2019.

Thank you for your prompt attention.

Sincerely,

Marilynn Montenegro
Contracts Manager
(206)257-6222
mmontenegro@scorejail.org

Encl: 2020 SCORE Housing Agreement
Cc: Contract Correspondence

INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the SOUTH CORRECTIONAL ENTITY, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and _____ a [municipal corporation] organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

RECITALS

WHEREAS, SCORE was formed by its Member Cities (as defined herein) as a governmental administrative agency pursuant to RCW 39.34.030(3) to operate and maintain a consolidated correctional facility located in the City of Des Moines (the "SCORE Facility") to serve the Member Cities and federal and state agencies and other local governments that contract with SCORE from time to time to provide correctional services essential to the preservation of the public health, safety and welfare; and

WHEREAS, the Contract Agency desires to transfer custody of certain inmates to SCORE to be housed at the SCORE Facility; and

WHEREAS, this Agreement is entered into by and between the Parties pursuant to chapters 39.34 and 70.48 RCW, which provide for interlocal agreements for sharing of correction/detention facilities between local governments;

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

SECTION 1. DEFINITIONS.

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement.

Detainer means a legal order authorizing or commanding another agency a right to take custody of a person.

Commencement Date means January 1, 2020.

Contract Agency Inmate means a person or persons subject to the Contract Agency's custody who is transferred to SCORE's custody under this Agreement.

Daily Bed Rate means the daily rate Contract Agency is charged to occupy a general population bed, as set forth in Exhibit A.

Daily Surcharge Rates means any of the following special charges as defined in Exhibit A: Daily Surcharge Rates: Medical-Acute; Mental Health-Acute; and Mental Health-General Population.

Guaranteed Bed Rate means a reduced Daily Bed Rate - Guaranteed, as set forth in Exhibit A.

Inmate means a person or persons transferred to SCORE’s custody to be housed at the SCORE Facility. The term “Inmates” includes Contract Agency Inmates.

Interlocal Agreement means the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009, executed among the parties thereto for the purpose of forming SCORE, as it may be amended and restated from time to time.

Mental Health - Residential Beds means Inmates clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing ongoing mental health care services and specialized housing in SCORE’s Mental Health - Residential Unit.

Medical – Acute Beds means an Inmate is clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of medical services and housing provided in SCORE’s medical clinic.

Mental Health – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of psychiatric services and specialized housing in SCORE’s Mental Health - Acute Unit.

Member City has the meaning set forth in the Interlocal Agreement.

Non-Guaranteed Bed Rate means a higher Daily Bed Rate – Non-Guaranteed, as set forth in Exhibit A.

SCORE Facility means the correctional facility maintained and operated by SCORE known by 20817 17th Avenue South, Des Moines, WA 98198.

Termination Date means _____.

SECTION 2. TERM.

This Agreement shall commence at 12:00 a.m. PST on the Commencement Date and terminate at 11:59 p.m. PST on the Termination Date, unless sooner terminated by either Party in accordance with this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the Parties.

SECTION 3. INMATE HOUSING AND SERVICES.

Subject to the terms of this Agreement, SCORE hereby agrees to accept Contract Agency Inmates and to provide housing, care, and custody of those Contract Agency Inmates pursuant to SCORE policies and procedures. Additional related services and associated fees, if any, to be provided to Contract Agency Inmates and/or the Contract Agency are listed in Exhibit A.

To the greatest extent permitted by law, SCORE shall have the right to refuse to accept an individual in custody of the Contract Agency or to return any Contract Agency Inmate to the Contract Agency for any reason, including but not limited to if, in the sole discretion of SCORE, such individual presents a substantial risk of escape, of injury to self or other persons or property, of adversely affecting or significantly disrupting the operations of the SCORE Facility, and/or has a medical illness or injury that makes housing such individual not in the best interest of SCORE or other Inmates as described in Exhibit D. Final acceptance of an individual based on illness or injury is determined upon approval of medical staff at the time of booking.

SECTION 4. COMPENSATION.

In consideration of SCORE's commitment to provide housing and related services for Contract Agency Inmates, the Contract Agency agrees to pay SCORE the fees and charges set forth in Exhibit A. Such fees and charges may include, but are not limited to, booking, daily bed rate, medical and specialty, mental health, transportation, security, other charges and/or negotiated fees.

SCORE may from time to time revise the fees and charges for housing and related services under this Agreement during the term of this Agreement. SCORE shall give advance notice of any change to its fees and charges for such service in order to allow the Contract Agency sufficient time to adjust its annual budget. Unless otherwise agreed to by the Parties hereto, any new fees and charges under a new fee schedule shall become effective on January 1 of the following year.

The Contract Agency shall acknowledge receipt of the rates and charges schedule in writing and such acknowledgement shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of the Contract Agency or the Administrative Board of SCORE.

SECTION 5. TRANSPORTATION, BOOKING, CLASSIFICATION, DISCIPLINE AND RELEASE PROCEDURES.

- A. Transportation. The Contract Agency is responsible for the transportation of Contract Agency Inmates to the SCORE Facility, including all costs associated therewith.
- B. Booking. Contract Agency Inmates shall be booked pursuant to SCORE's booking policies and procedures. Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the Contract Agency Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a Contract Agency Inmate is entitled. The information is used for third party billing.
- C. Classification. Contract Agency Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and judgment of SCORE. The Contract Agency shall provide sufficient information regarding each Contract Agency Inmate as needed to allow SCORE to make such classification. Contract Agency Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and judgment of SCORE as provided in Exhibit F.
- D. Inmate Discipline. SCORE shall discipline Contract Agency Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the Contract Agency.
- E. Release. Except for work programs or health care, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows. SCORE will release each Contract Agency Inmate to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Member City of

arrest, or the Member City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees, if any, for transportation outside of King County are included in Exhibit A.

Contract Agency Inmates for whom bail is posted, or who otherwise have a right to be released, may choose to remain in custody at the SCORE Facility by signing written waiver and return to the Contract Agency by the regularly scheduled transport, be released to a family member or friend with confirmed transportation, or be released via private taxi.

SECTION 6. INMATE MEDICAL RECORDS, CLOTHING, BEDDING, PROPERTY AND WORK PROGRAMS.

- A. Inmate Medical Records. Should a Contract Agency Inmate receive medical care for injuries or illness at the time of arrest and prior to booking at the SCORE Facility, the Contract Agency shall provide medical documentation pertaining to injury or illness to SCORE at the time of booking if the Contract Agency has access to such records. If the Contract Agency cannot provide such records, SCORE, in its sole discretion, may refuse to accept a Contract Agency Inmate.
- B. Inmate Property. SCORE agrees to provide each Contract Agency Inmate with necessary or appropriate clothing and essential hygiene items. SCORE shall accept, hold and handle, and return any Contract Agency Inmate property in accordance with SCORE's policies and procedures, and shall be responsible only for Contract Agency Inmate property actually delivered into SCORE's possession. In the event a Contract Agency Inmate is being transported from a Contract Agency designated detention or correction facility, it will be the responsibility of the Contract Agency to process the Contract Agency Inmate's property not delivered and accepted into SCORE's possession as provided in Exhibit E.
- C. Work Programs. SCORE may assign Contract Agency Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.
- D. Visitation. SCORE shall provide reasonable scheduled visitation for Contract Agency Inmates. Inmate visitation may be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video visit access is available at the SCORE Facility. Confidential telephones or visitation rooms shall be available to a Contract Agency Inmate to communicate with his or her legal counsel.
- E. Inmate Accounts. SCORE shall establish and maintain a non-interest bearing account for each Contract Agency Inmate. Upon returning custody of a Contract Agency Inmate to the Contract Agency, SCORE shall transfer the balance of that Contract Agency Inmate's account that is not subject to charges, to the Contract Agency Inmate or to the Contract Agency in the form of cash, check, debit card or other agreed upon method in the name of the Contract Agency Inmate.

SECTION 7. HEALTH CARE.

SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care.

Contract Agency Inmates shall be responsible for co-payment for health services according to SCORE policy. The Contract Agency shall not be responsible to SCORE for Contract Agency Inmate co-payments. No Contract Agency Inmate shall be denied necessary health care because of an inability to pay for health services.

In-facility medical, dental, and mental health services are included in the daily rate set forth in Exhibit A. Should a Contract Agency Inmate require medical, mental health, dental, and/or other medical services at an outside medical or health care facility, SCORE shall notify the Contract Agency's designee (either by written or electronic means) within a reasonable time period before the Contract Agency Inmate receives such medical, mental health, dental or any other medical services. Notwithstanding the foregoing, the Contract Agency acknowledges that such notice may not be reasonably possible prior to emergency care.

The Contract Agency shall pay for all medical, mental health, dental or any other medical services or equipment that are required to care for Contract Agency Inmates outside of the SCORE Facility in addition to the charges listed in Exhibit A. Lack of prior notice shall not excuse the Contract Agency from financial responsibility for such expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a Contract Agency Inmate is admitted to a hospital, the Contracting Agency will be responsible for hospital security unless other arrangements are made with SCORE. SCORE, in its sole discretion, may provide hospital security services for an additional charge as provided in Exhibit A.

SECTION 8. DETAINERS.

Warrants and Contract Agency Inmates in a "Detainer" status shall be handled according to SCORE policies and procedures and as provided in Exhibit B attached hereto.

SECTION 9. RELEASE OF HOLDS AND COURT APPEARANCES.

If a court of limited jurisdiction releases a hold on a Contract Agency Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that Contract Agency Inmate except if the Contract Agency wishes to use the video arraignment system at the SCORE Facility.

SECTION 10. ESCAPE; DEATH.

If a Contract Agency Inmate escapes SCORE's custody, SCORE shall notify the Contract Agency as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped Contract Agency Inmates.

If a Contract Agency Inmate dies while in SCORE custody, SCORE shall notify the Contract Agency as soon as reasonably possible. The King County Medical Examiner shall assume custody of the Contract Agency Inmate's body. Unless another agency becomes responsible for investigation, one or more Member City shall investigate and shall provide the Contract Agency with a report of its investigation. The Contract Agency may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the Contract Agency's communication with and receipt of reports from the other agency.

The Contract Agency shall provide SCORE with written instructions regarding the disposition of the Contract Agency Inmate's body. The Contract Agency shall pay for all reasonable expenses for the preparation and shipment of the body. The Contract Agency may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the Contract Agency shall be responsible for all costs associated with this request.

SECTION 11. REPORTING AND INSPECTION.

SCORE agrees to use reasonable efforts to work with the Contract Agency to provide access to and/or reports from jail management systems that provide statistical information about Inmates. The Contract Agency shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the Contract Agency may interview Contract Agency Inmates and review Contract Agency Inmates' records. The Contract Agency shall have no right to interview Inmates housed for other jurisdictions or to review their records, unless Contract Agency is properly authorized to do so by the Inmate or the other jurisdiction.

SECTION 12. TECHNOLOGY.

SCORE and the Contract Agency may each permit the other continuous access to its computer database regarding all Contract Agency Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the Contract Agency and appropriate computer(s) of SCORE.

SECTION 13. BILLING AND PAYMENT.

SCORE shall provide the Contract Agency with monthly statements itemizing the name of each Contract Agency Inmate, the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE and itemization of any additional charges including a description of the service provided, date provided and reason for service. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the Contract Agency electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received. Any fees or charges for Inmates housed on charges from multiple agencies (including but not limited to outside medical care) will be divided equally among those agencies.

SECTION 14. BILLING DISPUTE RESOLUTION.

The Contract Agency must provide written notice of dispute to SCORE within 60 days of billing and other disputed charges. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes. SCORE and the Contract Agency shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the Contract Agency must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

SECTION 15. INDEPENDENT CONTRACTOR.

In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the Contract Agency for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the Contract Agency under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a Party to this Agreement.

SECTION 16. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.

SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited

to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the Contract Agency and SCORE in connection with or incidental to the performance or non-performance of the Contract Agency's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Contract Agency and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the Contract Agency hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

SECTION 17. INSURANCE.

SCORE and the Contract Agency shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the Contract Agency shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension or material change in coverage.

SECTION 18. TERMINATION.

Either Party may terminate this Agreement, with or without cause, by providing the other Party with 90 days written notice of termination as provided in RCW 70.48.090.

SECTION 19. RECORDS.

The Parties hereto shall maintain all records, reports, and documents created, held or maintained under this Agreement and the services to be provided hereunder in accordance with chapter 42.56 RCW (the Washington Public Records Act), chapter 40.14 RCW (Preservation and Destruction of Public Records) and all other applicable federal, state and local laws and regulations.

SECTION 20. OPERATION OF SCORE FACILITY; PRISON RAPE ELIMINATION ACT.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations. SCORE acknowledges and complies with the terms of the Prison Rape Elimination Act regarding custodial sexual misconduct as set forth in Exhibit C.

SECTION 21. HIPAA AND HITECH COMPLIANCE.

The Parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement, as well as state laws and regulations including chapter 70.02 RCW.

SECTION 22. EQUAL OPPORTUNITY.

Neither Party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*).

SECTION 23. MISCELLANEOUS.

- A. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.
- B. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by a Party to any other person or entity without the prior written consent of the other Party, which consent shall not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assigning Party stated herein.
- C. Non-Waiver. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- D. Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

- F. Attorneys' Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the each Parties' right to indemnification under this Agreement.
- G. Approval and Filing. Each Party shall approve this Agreement by resolution, ordinance, motion or otherwise pursuant to the laws of the governing body of each Party. The signatures of the authorized signatories below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed and/or posted pursuant to chapter 39.34 RCW.
- H. Amendment. Except as otherwise provided in Section 4 of this Agreement, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both Parties.
- I. No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement
- J. Compliance with Applicable Laws and Standards. SCORE agrees to manage the Contract Agency Inmates and the SCORE Facility in accordance with applicable federal and state laws and regulations and to maintain staffing levels at the SCORE Facility in sufficient numbers and rank to maintain the safety of the public, staff, Inmates, and to reasonably carry out the provisions of this Agreement.
- K. Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if the Contract Agency fails to pay for the services provided by the SCORE, SCORE can cease providing such services until payment is made.
- L. Representatives; Notices. The individuals listed below the signature blocks included in this Agreement are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent electronically or by certified or registered mail, return receipt requested, addressed as provided after the signature blocks included in this Agreement, or to such other address as may be designated by the addressee by written notice to the other Party.
- M. Entire Agreement. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for inmate housing between the Parties.

SECTION 24. EXECUTION.

This Agreement shall be executed by the Parties hereto by their duly authorized representative. This Agreement may be executed in one or more counterparts.

THIS AGREEMENT is hereby effective as of the Commencement Date.

SOUTH CORRECTIONAL ENTITY

Contract Agency Name

Signature

Signature

Date

Date

ATTESTED BY:

Signature

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198

Attention: Executive Director Devon Schrum

Attention:

Email: dschrum@scorejail.org

Email:

Telephone: 206-257-6262

Telephone:

Fax: 206-257-6310

Fax:

DESIGNED REPRESENTATIVES FOR PURPOSES OF
THIS AGREEMENT:

DESIGNED REPRESENTATIVES FOR PURPOSES OF
THIS AGREEMENT:

Name:

Name:

Title:

Title:

Exhibit A

FEES AND CHARGES AND SERVICES

Daily Housing Rates:¹

General Population – Guaranteed	\$128.00	Number of Beds: _____
General Population – Non-Guaranteed	\$184.00	

Daily Rate Surcharges:²

Mental Health – Residential Beds	\$159.00
Medical - Acute Beds	\$217.00
Mental Health – Acute Beds	\$278.00

Health Care Services:³

In-Facility Care	Included
Co-Payments	Inmate responsibility
Outside Medical Services	Contract Agency billed
Emergency Care	Contract Agency billed
Pharmaceuticals	Medications billed to Contract Agency

Transportation Fees:

SCORE Officer Transport	\$65.00/per hour
Released at Member City Location ⁴	Included

Security Services:

Hospital Security	\$65.00/per hour
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Video Court:

In-Custody Arraignment	Included
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Other Terms & Conditions:

¹ Guaranteed Bed Rate

² Surcharges are in addition to daily bed rates and subject to bed availability.

³ Guided by American Correctional Association and/or National Commission on Correctional Health Care.

⁴ Auburn, Burién, Des Moines, Federal Way (Until 12/31/2019), Renton, SeaTac, Tukwila.

Exhibit B

WARRANTS/OTHER COURT ORDERS/DETAINERS

The following shall apply to Contract Agency Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a Contract Agency Inmate, the booking officers at SCORE shall review all paperwork provided by the Contract Agency for all grounds to hold the Contract Agency Inmate.
2. Prior to releasing a Contract Agency Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Contract Agency Inmate is subject to any valid warrants or other detainers.
 - a) If the Contract Agency Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the Contract Agency, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
 - b) If the Contract Agency Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
 - c) If the Contract Agency Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
 - d) If, upon return from SCORE to the Contract Agency, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini- Chain.

Exhibit C

PREA ACKNOWLEDGMENT - CUSTODIAL AND SEXUAL MISCONDUCT

1. Compliance
SCORE agrees to ensure that all of its employees, contractors, vendors, and volunteers that have contact with Contract Agency Inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:
 - a) The Prison Rape Elimination Act of 2003 (PREA)
 - b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
 - c) Zero tolerance toward all forms of sexual abuse and sexual harassment.

2. Monitoring
SCORE agrees to provide the Contract Agency documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:
 - a) Site visits,
 - b) Access to facility data, and
 - c) Review of applicable documentation.

3. Contract Agency may terminate this Agreement
 - a) Should SCORE fail to provide documentation that demonstrates that the SCORE is actively and effectively working toward and is making substantive progress toward achieving compliance; or
 - b) Should SCORE fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.

4. The Contract Agency will terminate this Agreement
 - a) Should SCORE elect to discontinue pursuit of PREA compliance;
 - b) Should SCORE be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified time-frames; or
 - c) Should SCORE be found to be in egregious violation of PREA.

Exhibit D

MEDICAL ACCEPTABILITY

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

Exhibit E

PROPERTY

1. SCORE will *not accept or transport* the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products.
 - c) Food products in packaging that have been opened.
 - d) Any type of weapon (includes pocket knives).
 - e) Liquids.
 - f) Helmets or any kind.
 - g) Large items that will not fit into a common paper grocery bag.
 - h) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the Contract Agency according to these criteria.

Exhibit F

CLASSIFICATION

SCORE maintains a classification plan to guide staff in the processing of individuals brought into the facility. The plan includes an initial screening process, as well as a process for determining appropriate housing assignments (28 CFR 115.42) and uses an objective screening instrument and procedures for making decisions about classification and housing assignments. The plan includes, and not limited to, an evaluation of the following criteria:

1. Behavior during arrest and intake process
2. Potential risk of safety to others or self
3. Medical needs
4. The inmate's own perception of his/her vulnerability
5. Any other criteria as deemed appropriate by the Executive Director or designee

The Contract Agency shall supply SCORE with the following Classification related information, if known to or in possession of the Contract Agency:

1. If the Contract Agency Inmate has been classified to a special housing unit.
2. If the Contract Agency Inmate has been classified as protective custody.
3. If the Contract Agency Inmate:
 - a) Is a violent offender or has displayed violent behavior during present or past incarcerations
 - b) Is identified as a threat to law enforcement
 - c) Is an escape risk

Exhibit G

BORROWING

One contracting agency may “borrow” another Contract Agency’s Inmate as follows:

1. If a Contract Agency requests the transport of another contracting agency’s Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate’s return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 16 of the Agreement.
3. SCORE will not track the Inmate once he or she has left the SCORE Facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Interagency agreement between the Buckley Municipal Court and Pierce County Superior Court for jury management services.	Agenda Date: August 27, 2019 AB19-088		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival		X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy Thompson		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash	X	X
PW/Utilities – Chris Banks			
Attachments: Interagency agreement for jury management services			
<p>SUMMARY STATEMENT: Interagency agreement between the Buckley Municipal Court and the Pierce County Superior Court for jury management services. The Municipal Court has been obtaining jury names from Pierce County Superior Court for several years and this agreement allows both parties to continue the practice.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS Tentative 8-27-19			
RECOMMENDED ACTION: MOTION to approve the Interagency Agreement between the Municipal Court and the Pierce County Superior Court.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

**SUPERIOR COURT
OF THE
STATE OF WASHINGTON
FOR PIERCE COUNTY**

GARY JOHNSON, PRESIDING JUDGE
Linda Schramm, *Judicial Assistant*
DEPARTMENT 10
(253)798-7572

334 COUNTY-CITY BUILDING
930 TACOMA AVENUE SOUTH
TACOMA, WA 98402-2108

July 8, 2019

Dear Presiding Judge,

For many years Pierce County Superior Court has been providing names from the juror source list provided by the State of Washington, to courts in Pierce County. A list of random names is usually requested by your court administration and our jury administration provides those names for you. It was recently brought to our attention we do not have a current written agreement with your court for jury assistance. RCW 2.36.052 states the following:

Courts of limited jurisdiction—Performance of jury management activities by superior court authorized.

Pursuant to an agreement between the judge or judges of each superior court and the judge or judges of each court of limited jurisdiction, jury management activities may be performed by the superior court for any county or judicial district as provided by statute.

As a result, Pierce County is requesting a signed agreement with your court to continue providing juror source names for your jurisdiction. If you could, please complete the attached agreement and route it back to our Court Administrator Chris Gaddis at your earliest convenience. I thank you for your time and if you have any questions do not hesitate to reach out to me.

Sincerely,



Garold E. Johnson
Pierce County Superior Court Presiding Judge

Agreement for Performance of Jury Management Activities

The undersigned Courts agree, pursuant to R.C.W. 2.36.052 et. seq., as may be amended, that Pierce County Superior Court Jury Administration will provide to the court of limited jurisdiction, a list of names randomly drawn from the state provided master jury list, upon request for a jury panel by the court of limited jurisdiction. It is understood that Superior Court will only provide the number of names as requested and is not responsible for issuance of summons, management of the jurors, or any other jury management activities. This agreement remains in full force and effect unless modified by written agreement or terminated by the presiding judge of one of the courts.

IN WITNESS WHEREOF, the Courts hereto agree to cooperate and facilitate jury assistance as described above as of the date of their signatures.

7/14/2019
Date

Pierce County Superior Court
Presiding Judge Garold E. Johnson

Date

Court
Presiding Judge _____



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Agreement between the City of Buckley and AMR HoldCo, Inc (dba – American Medical Response) Cost Impact: \$85,000 annually Fund Source: Fund 105 Timeline: 1/1/2020 through 12/31/2021	Agenda Date: August 27th, 2019 AB19-089		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival		X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore	X	X
	Community Services – Kevin Caviezel		
	Planning Dept – Kathy James		
Police Dept – Chief Arsanto			
Municipal Court – Jessica Cash			
PW/Utilities – Chris Banks			
Attachments: Agreement in DRAFT review state			
SUMMARY STATEMENT: The current Agreement between the City of Buckley and American Medical Response (AMR) will expire 12/31/2019. The Fire Chief and AMR Management have negotiated and agreed to terms of a new two-year agreement to be effective 01/01/2020 through 12/31/2021. While AMR Management has agreed to the terms, the agreement document is still under review by AMR Legal Counsel.			
COMMITTEE REVIEW AND RECOMMENDATION: Has not been reviewed by a committee; this is a renewing agreement.			
RECOMMENDED ACTION: A MOTION authorizing the approval of the Emergency Medical Services Agreement between the City of Buckley and American Medical Response, and allowing for minor modification of the document not effecting terms prior to the Mayor’s execution of the document.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	



EMERGENCY MEDICAL SERVICES AGREEMENT

THIS EMERGENCY MEDICAL SERVICES AGREEMENT ("Agreement") is made between ~~American Medical Response Ambulance Service Inc.~~ AMR HoldCo, Inc., d/b/a American Medical Response ("AMR") and the City of Buckley ("BUCKLEY"). This Agreement is effective as of the Commencement Date as defined in Schedule "A".

WHEREAS, the communities of Buckley, Carbonado, Crystal Mountain, and Greenwater, Washington (the "Communities"), by and through an agreement between the Communities, have authorized BUCKLEY to contract on their behalf for the delivery of pre-hospital emergency medical services ("EMS") within their respective jurisdictions;

WHEREAS, AMR is a licensed provider of high quality EMS with the capability to provide EMS within the Communities' jurisdictions;

WHEREAS, the parties desire to use their combined resources to provide the highest quality emergency medical services to the residents and visitors within the Communities as appropriate to jurisdictional considerations, BUCKLEY desires to enter into a Public-Private Cooperation with AMR, and AMR desires to enter into a Public-Private Cooperation with BUCKLEY subject to the terms and conditions herein.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Exclusive Operating Area.

a. BUCKLEY hereby grants AMR the right to provide the EMS described on Schedule "A" (the "Services") within the service area specified (the "Service Area"). BUCKLEY shall require public safety answering points and communications facilities authorized to receive emergency medical calls and/or to dispatch emergency ambulances within the Service Area ("Communications Centers") to direct such calls to AMR in accordance with the dispatch protocols agreed upon by AMR and BUCKLEY ("Dispatch Protocols").

b. Notwithstanding the foregoing, BUCKLEY may enter into mutual aid agreements with other agencies, as deemed necessary to insure adequate coverage throughout the Service Area.

2. Compliance.

The parties will comply in all material respects with all applicable federal, state and local laws and regulations, including the federal Anti-kickback Statute. AMR's ambulances will conform to applicable state and local regulations for medical equipment for ambulances and be duly licensed for the transportation of patients. All

personnel staffing vehicles that provide the Services will be licensed or certified as required by applicable law.

3. Standards.

The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to medical transportation services.

4. Billing.

AMR shall be responsible for all patient and third party billing for the services it renders, and agrees that the rates to be billed shall comply with applicable laws. AMR's current rate schedule is attached as Schedule "B". AMR may raise rates with notice given to BUCKLEY.

5. Consideration.

As part of the consideration for AMR's Services, BUCKLEY shall provide AMR with the following:

a. Financial compensation in the amount of ~~\$80,000~~ \$85,000 (eighty-five-thousand dollars) annually, paid in equal quarterly installments ("Subsidy"). AMR shall invoice Buckley on or about the first day of March, June, September, and December. Buckley shall remit payment within 35 days of receipt of invoice. Upon the 1st Anniversary of this Agreement, the parties shall meet and confirm that the Subsidy amount set forth herein complies with the parties assumption and shall modify such amount, if required, in writing upon the conclusion of the review and analysis.

b. One (1) staff person who is either an employee of or a volunteer with the fire departments of BUCKLEY or the Communities licensed at the EMT or Paramedic level, or who otherwise possesses training and certification requirements that satisfy State and Local requirements and protocol necessary to provide services under this agreement.

c. All dispatch and communication services necessary to the performance of this agreement.

d. Crew quarters and other housing as necessary to fulfill AMR's obligations hereunder.

e. All mandatory BUCKLEY training.

6. AMR Personnel.

All AMR employees shall:

a. All applicants for open paramedic positions that will be filled after January 1, 2016 shall be required to participate in a formal interview conducted jointly by the parties and shall be jointly approved for hire by BUCKLEY and AMR.

EMERGENCY MEDICAL SERVICES AGREEMENT

b. Be scheduled such that an employee shall work a schedule agreed upon by both parties.

c. At all times the services provided by AMR personnel shall be under the reasonable direction of the BUCKLEY Fire Chief and shall at all times comply with the chain of authority of the BUCKLEY Fire Department and all BUCKLEY policies and procedures. The AMR employee is expected to participate in the BUCKLEY Fire Department's daily work schedule, and can be assigned projects and program responsibilities at the discretion of AMR and BUCKLEY. The AMR employee will be expected to participate in BUCKLEY Fire Department drills. BUCKLEY shall have the right to deny any AMR employee the right to provide services under this Agreement for good cause. BUCKLEY shall advise AMR immediately of any such concerns, and shall provide AMR a reasonable opportunity to cure the situation.

d. Be subject to all AMR policies and procedures, including, but not limited to those related to clinical skills and are responsible for regular standards of employee performance during such times as they are acting in the capacity of ambulance crew members

e. Complete BUCKLEY Fire Department required training.

7. **BUCKLEY Personnel.** All BUCKLEY personnel shall:

a. Be mutually agreed upon the parties.

b. AMR shall have the right to deny any BUCKLEY personnel the right to provide services under this Agreement for good cause. AMR shall advise BUCKLEY immediately of any such concerns, and shall provide BUCKLEY a reasonable opportunity to cure the situation.

c. Successfully complete Washington State Fire Chief's Association's Emergency Vehicle Incident Prevention program or other acceptable drivers training program as agreed to by both parties, and must satisfy the Driver Qualification Standards of Emergency Medical Services Corporation ("EMSC"), AMR's parent company, included herein as Schedule "C".

d. Successfully complete AMR's online compliance training so long as AMR makes such training accessible to BUCKLEY personnel.

e. Provide AMR the information necessary to determine if the BUCKLEY employee or volunteer appears on the exclusion list maintained by the Office of the Inspector General of the Department of Health and Human Services. If BUCKLEY employee or volunteer appears on the exclusion list, the BUCKLEY employee or volunteer shall not be allowed to provide services under this Agreement.

f. Upon request, provide AMR the appropriate documentation indicating that the BUCKLEY employee/volunteer maintains the licensure and certifications necessary to provide services as an EMT or Paramedic.

8. **Term Modifications.** The parties agree to meet in September of each year to assess the terms of this agreement and if so desired by each party, begin to negotiate a successor Agreement.

9. **Inspection.** With reasonable advance written notice to AMR, BUCKLEY shall have the right during normal business hours to inspect AMR's books and records related to this Agreement.

10. **Hardship.** If BUCKLEY brings to AMR's attention, with verification, that a financial hardship exists for a Patient as defined in AMR's Corporate Policy on Compassionate Care, AMR will use commercially reasonable efforts to reach a reasonable financial accommodation with the Patient or his or her family consistent with such Policy.

11. **Indemnification.** Each party will defend, indemnify and hold the other party harmless from and against all liability, claims and costs resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance of this Agreement. Each party has warranted that it is an independent contractor, and the Parties agree to defend, indemnify and hold harmless the other from employment based claims of that Party's employees. In the event of any such claim, the party to be indemnified shall provide notice to the other party as soon as reasonably possible.

12. **Industrial Insurance Waiver.** To, but only to, the full extent necessary to provide indemnification from the claims of an employee pursuant to Section 21 with regard to claims against any of the parties, their officers, agents, and employees, each party expressly waives its immunity to the other parties, only under Title 51 RCW, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement, extend to any claim brought by or on behalf of any employee of the party. This waiver is mutually negotiated by the parties to this Agreement.

13. **Insurance.** AMR and BUCKLEY shall be required to obtain and maintain insurance appropriate for their respective operations and shall name the other parties hereto as an additional insured for all liability arising out of or in connection with this Agreement and their respective operations by or on behalf of the named insured in the performance of this Agreement. In lieu of the insurance requirements of this section, BUCKLEY affirms that its participation in a municipal risk pool provides coverage in excess of the coverage otherwise required by this section. At a minimum, the insurance or self-insurance program shall

EMERGENCY MEDICAL SERVICES AGREEMENT

include the following types and limits of coverage:

a. Commercial general liability insurance covering bodily injury, property damage, personal injury and employment practices using an occurrence policy form, in an amount no less than three million dollars (\$3,000,000.00) combined single limit for each occurrence. In addition to the requirements set forth above, said coverage shall either be endorsed with the following specific language or contain equivalent language in the policy:

i. In the absence of incidental medical malpractice coverage required above, professional liability insurance for all activities of the insuring party arising out of or in connection with the services provided under this Agreement, in an amount no less than three million dollars (\$3,000,000.00) combined single limit for each occurrence. Such insurance may be provided on a "claims made" basis.

ii. Automobile liability coverage including bodily injury and property damage in an amount no less than one million dollars (\$1,000,000.00) combined single limit for each occurrence. Said coverage shall include owned, hired, and non-owned vehicles.

b. Workers' Compensation coverage with statutory limits, as required by the Labor Code of the State of Washington.

14. **Record Retention.** AMR will retain books and records respecting Services rendered to Patients for the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law.

15. **Duration.** The duration of this Agreement shall be two (2) years, commencing on January 1, 2020; provided that either party may terminate its participation in this agreement in accordance with the terms of this agreement. After the initial duration of this agreement it shall be automatically renewed from year-to-year. The parties reserve the right, at any time subject to the terms of this Agreement to renegotiate a successor agreement.

16. **Termination.** Each party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon one-hundred & eighty (180) days written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not cured within thirty (30) days of written notice thereof to the other party.

17. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to BUCKLEY:

City of Buckley Fire Department
ATTN: Fire Chief
611 South Division Street
Buckley, WA 98321

If to AMR:

General Manager
American Medical Response
13075 Gateway Drive, Suite 100
Seattle, WA 98168

With Mandatory Copy to:

Legal Department

American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, Colorado 80111

18. **Confidentiality.** All information with respect to the operations and business of a party (including the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation and third party reimbursement agreements.

19. **Referrals.** It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

20. **Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical

EMERGENCY MEDICAL SERVICES AGREEMENT

care rendered by the other. AMR and BUCKLEY administrative staff shall meet as frequently as necessary to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.

21. **Force Majeure.** AMR shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute or other circumstances not reasonably within its control. BUCKLEY shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute or other circumstances not reasonably within its control.

22. **HIPAA.** Each party shall comply with the privacy and security provisions of the *Health Insurance Portability and Accountability Act of 1996* and the regulations thereunder ("HIPAA"). All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

23. **Compliance Program and Code of Conduct.** AMR has made available to BUCKLEY a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and BUCKLEY acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.

24. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

25. **Equal Employment Opportunity.** If the provisions of Executive Order 11,246 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,201 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 29 C.F.R. part 470.

26. **Miscellaneous.** This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of law provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.



EMERGENCY MEDICAL SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties have hereto have caused this Agreement to be executed by their duly authorized representatives.

~~American Medical Response Ambulance Service~~ AMR HoldCo, Inc., d/b/a American Medical Response

By: _____
Name: _____
Title: _____
Date: _____

City of Buckley

By: _____
Pat Johnson, Mayor

Date: _____

ATTEST:

By: _____
~~Joanne Starr~~ Treva Percival, City Clerk

APPROVED AS TO FORM:

By: _____
~~W. Scott Snyder~~, Attorney for the City of Buckley

SCHEDULE "A"
PROVISION OF SERVICES

I. Emergency Medical Transportation Services

AMR shall have the right to provide, and shall provide, the following services within the Service Area:

"Advanced Life Support" or "ALS";

"Basic Life Support Service" or "BLS"; and

The Services shall be provided twenty-four (24) hours a day, seven (7) days a week through one (1) dedicated ambulance in the Service Area. AMR shall not utilize any personnel or ambulances allocated to provide services hereunder for any services other than those to be provided pursuant to this Agreement.

II. Ambulances

Ambulance. AMR will use one (1) ~~Type I or Type III~~ ALS ambulance to provide services hereunder, and the ambulance will be subject to replacement at not more than 300,000 miles or at such time that the ambulance has accumulated excessive wear and tear.

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Ambulance Markings. AMR agrees that the ambulance used to provide services hereunder shall be painted and/or affixed with the proper markings or other signage as mutually agreed upon by the parties. The parties agree that any signage shall include but will not be limited to the appropriate identification of the Towns and AMR.

Maintenance, Supplies, Equipment and Replacement. AMR at its cost and expense will provide equipment, disposable medical supplies, preventative maintenance and fuel for the ambulance.

III. Service Area:

Services shall be provided in and around the jurisdictions of the City of Buckley, Pierce County Fire District 25, Pierce County Fire District 26, ~~Town of Carbonado Fire Department~~ and those neighboring areas for which services are provided pursuant to ~~the~~ applicable Interlocal Agreement, dispatch protocols, mutual aid agreements and/or automatic aid agreements.

~~**IV. Commencement Date**~~

~~The Commencement Date referred to in Section 11 of this Agreement shall be: January 1, 2011.~~

**SCHEDULE "B"
RATES**

Effective January 1st, 2020 AMR's ~~current~~ rates for ambulance Services provided to patients within Service Area are set forth below:

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~~INSERT CURRENT RATE SCHEDULE~~

SCHEDULE "C"

EMSC Driver Qualification Standards

A.1 All EMSC employees who drive a Company vehicle as part of their job duties must continuously meet the following standards as evidenced by their comprehensive DMV driving record and/or the Company's incident records.

A.2 EMSC employees who operate Company vehicles as part of their job duties must:

- (a) Be at least 18 years old
- (b) Have a valid driver's license and state-required endorsements applicable to their job, if any
- (c) Not have a currently suspended or revoked driver's license, even if the suspension or revocation does not apply to employment usage
- (d) Not have a conviction for any of the following (or state equivalents) within the prior 36-month period [per DMV records]:
 - 1. DUI, DWI, BAC, Driving with Ability Impaired, or other alcohol/drug-related offense involving the use of a motor vehicle
 - 2. Hit and run or leaving the scene of an accident
 - 3. Reckless driving
 - 4. Falling asleep at the wheel
 - 5. Speed contest or exhibition of speed
 - 6. Fleeing or eluding a police officer
 - 7. Use of a vehicle in a felony
 - 8. More than two (2) moving violations
 - 9. More than two (2) at-fault collisions
- (e) Not have more than two (2) on-duty collisions that involve corrective action for violation of the EMSC Vehicle Safety Policy in the past 36 months [per the Company's incident records].
- (f) Not have more than three (3) of the following in combination as reflected by DMV records and / or the Company's incident records within the past 36 months:
 - 1. Moving violations [per DMV report]
 - 2. At-fault collisions [per DMV report]
 - 3. On-duty collisions that involve corrective action for violation of the EMSC Vehicle Safety Policy [per the Company's incident records].



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Consultant Scope -Construction Management and Inspection Services Proposal for PW Shop and Police Station Parking Lots with Gray and Osborne, Inc.	Agenda Date: August 27, 2019		AB19-090
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – 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: Proposal			
<p>SUMMARY STATEMENT: This proposal is for Gray and Osborne, Inc. to provide construction management and inspection services for the Public Works Shop and the Police Station Parking Lots. Gray and Osborne will provide:</p> <ul style="list-style-type: none"> • Construction Contract Administration • Office Engineering • Construction Monitoring • Construction Survey • Record Drawings 			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS Tentative 8-27-19			
<p>RECOMMENDED ACTION: MOVE to Approve the Revised Construction Management and Inspection Services Proposal for Public Works Shop and Police Station Parking lots with Gray and Osborne.</p>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	



August 21, 2019

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

**SUBJECT: REVISED CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES PROPOSAL FOR PUBLIC WORKS SHOP AND POLICE STATION PARKING LOTS
CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON
G&O #20194.39**

Dear Mr. Schmidt:

Gray & Osborne has developed this proposal to provide construction management and inspection services for the Public Works Shop and Police Station Parking Lots.

The attached Exhibit A defines the scope of work for the construction management and inspection services. The attached Exhibit B includes a breakdown of hours and fees for this work. The estimated cost for completing the scope of work is \$36,350.

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

Sincerely,

GRAY & OSBORNE, INC.



Tani Stafford, P.E.

TLS/hh
Encl.

cc: Mr. Chris Banks, Public Works Superintendent, City of Buckley



Mr. Dave Schmidt
August 21, 2019
Page 2

**CITY OF BUCKLEY – PUBLIC WORKS SHOP AND POLICE STATION
PARKING LOTS CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICES**

Gray & Osborne, Inc. is hereby authorized to proceed with the construction management and inspection 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 \$36,350 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 PUBLIC WORKS SHOP AND POLICE STATION PARKING LOTS CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

The City of Buckley has requested the following scope of work for construction management services for the Public Works Shop and Police Station Parking Lots project. The project includes pavement preservation, concrete sidewalk and pavement, drainage improvements, and a motorized cantilever gate, as identified in the project Contract Documents.

Gray & Osborne proposes to provide the following engineering services to assist the City with the construction of the project.

TASK 1 – CONSTRUCTION CONTRACT ADMINISTRATION

- A. Preconstruction Meeting – Coordinate and conduct a preconstruction conference to establish administrative procedures for the project. Prepare and distribute the preconstruction meeting notes.
- B. Construction Schedule – Review and comment on the Contractor’s construction schedule. Monitor the Contractor’s progress in relation to the schedule. Keep the parties advised on the time limit as it relates to the performance schedule.
- C. Construction Meetings – Coordinate and conduct one construction meeting over the duration of the construction phase. Major meeting items to include schedule status, construction progress, construction issues, change order proposals, submittals, and pay estimates. The construction meetings are anticipated to be held every 2 weeks. The field representative will attend the meetings. The fee proposal assumes the Project Manager or Engineer will attend one construction meeting.
- D. Project Closeout – Assist the City with obtaining warranties and record drawings from the Contractor. Prepare certificate of Notice of Completion of Public Works Project.

TASK 2 – OFFICE ENGINEERING

- A. Review Submittals – Review material submittals for compliance with design intent and general conformity to the contract drawings and specifications.

- B. Review “Or Equal” Products – Review proposals from the Contractor to substitute an “or equal” product for a specified product based on design intent and general conformity to the contract drawings and specifications.
- C. Clarify Design Intent – Respond to the Contractor’s questions and provide interpretation of the contract specifications and drawings which address and clarify design intent. Prepare supplementary sketches to clarify conditions. Maintain records of telephone meetings concerning design intent.
- D. Evaluate Change Orders – Estimate the added or reduced cost of changes during construction to be used in negotiation of contract change orders. Provide engineering design for change orders as directed by the City. Evaluate the impact of change orders on the construction schedule and recommend eligible time extensions.
- E. Provide office support for field activities.
- F. Monthly Progress Estimates – Prepare monthly progress payment.

TASK 3 – CONSTRUCTION MONITORING

- A. Provide inspection for the duration of the project. The Resident Inspector will keep track of daily quantities, maintain diary, prepare and maintain field set of record drawings, provide general paperwork, and communicate directly with the Project Engineer. The Contract Time provides for 40 working days to substantial completion. The fee proposal assumes 2 hours per day for 30 working days of inspection.
- B. Conduct Final Inspections – Assist City with conducting substantial completion inspections, issue punch lists, review compliance, and recommend acceptance by the City.

TASK 4 – CONSTRUCTION SURVEY

- A. Provide construction staking for storm structures, grading of subgrade, and HMA pavement.

TASK 5 – RECORD DRAWINGS

- A. Prepare drawings from marked-up sets of drawings maintained by the Contractor and/or the Resident Inspector. Furnish the City with one set of

full-size drawings, one set of half-size drawings, and an electronic (PDF) version of the drawings.

- B. Install improvements on the City AutoCAD utility base maps.

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this scope of work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, is set forth in the attached Exhibit B. This amount will not be exceeded without prior written authorization of the City.

EXHIBIT B

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Buckley - Public Works Shop and Police Station Parking Lots Construction Management and Inspection Services

Tasks	Project Manager Hours	Civil Engineer Hours	Electrical Engineer Hours	Field Inspector Hours	AutoCAD Technician Hours	Land Surveyor Hours	Survey Crew Hours
1 Construction Contract Administration	16	8		4			
2 Office Engineering	8	60	8		8		
3 Construction Monitoring	4	16		60			
4 Construction Survey		4				8	20
5 Record Drawings	2	4			6		
Hour Estimate:	30	92	8	64	14	8	20
Estimated Fully Burdened Billing Rate:*	\$188	\$131	\$167	\$132	\$102	\$148	\$180
Fully Burdened Labor Cost	\$5,640	\$12,052	\$1,336	\$8,448	\$1,428	\$1,184	\$3,600

Total Fully Burdened Labor Cost: \$ 33,688

Direct Non-Salary Cost:

Mileage & Expenses (mileage @ current IRS rate) \$ 2,662

TOTAL ESTIMATED COST: \$ 36,350

* 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				
SUBJECT: Bid Award: City Roadway Striping Arterials and Collector Streets	Agenda Date: August 27, 2019		AB19-091	
	Department/Committee/Individual	Created	Reviewed	
	Mayor Pat Johnson		X	
	City Administrator – Dave Schmidt		X	
	City Attorney – Phil Olbrechts		X	
	City Engineer – Dominic Miller			
	City Clerk – Treva Percival		X	
	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	X	
Attachments: All Bids				
<p>SUMMARY STATEMENT: As part of our annual street maintenance program City staff has solicited bids for striping of City arterial and collector streets. The City solicited bids from three different contractors and received three bids in response as follows:</p>				
	Apply-A-Line	Stripe Rite Option 1	Stripe Rite Option 2 *	All Stripes, LLC
Paint Line	16,979.80	33,920.00	15,000.00	48,000.00
Painted Symbols	Included	1,815.00	Included	Included
Tax	1,341.40	2,823.07	1,185.00	3,792.00
Total	18,321.20	38,558.07	16,185.00	51,792.00
*only specified roads in bid				
<p>Apply-A-Line is the low bidder with a proposed bid of \$18,321.20. Staff is requesting and recommending that the City Council award the Striping Project to Apply-A-Line for the bid price of \$18,321.20. The bid price includes material, installation and insurance.</p>				
COMMITTEE REVIEW AND RECOMMENDATION: Transportation and Utilities Meeting 8/20/19.				
RECOMMENDED ACTION: MOVE to Award the City Roadway Striping Project to Apply-A-Line for the bid price of \$18,321.20.				
RECORD OF COUNCIL ACTION				
<i>Meeting Date</i>	<i>Action</i>		<i>Vote</i>	

APPLY-A-LINE, LLC

175 Roy Rd SW Bldg C Pacific WA 98047
Tel: 253-299-1200 Fax: 253-299-1250
mail@applyaline.com LIC. # APPLYLL8340J

PROPOSAL

ATTENTION: JOHN -CITY OF BUCKLEY
PROJECT: 2019 CITY OF BUCKLEY ROAD STRIPE
BID DATE: 8/20/2019

ITEM #	DESCRIPTION	PLAN QTY	UNIT	BID	TOTAL BID
1	PAVEMENT MARKING PAINT SKIP PAINT DOUBLE YELLOW PAINT 4" EDGE PAINT 6" EDGE PAINT BIKE SYMBOLS PAINT ADA SYMBOL	1.00	LS	16979.80	\$ 16,979.80

TOTAL \$ 16,979.80

tax 7.9%

1341.40
18,321.20

STIPULATIONS: 1. GENERAL CONTRACTOR TO PROVIDE TRAFFIC CONTROL
2. CITY TO PROVIDE PRELIMINARY MARKING FOR STRIPING LAYOUT
3. THIS PROPOSAL TO BE INCLUDED WITH CONTRACT DOCUMENTS
BOND NOT INCLUDED

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT WITH YOUR COMPANY.

SINCERELY,


MIKE "SUS" SUSNER
ESTIMATOR

PRICES INCLUDE MATERIAL,
INSTALLATION & INSURANCE.
PRICES GOOD IF CONTRACT IS
RECEIVED WITHIN 30 DAYS OF
AWARD.
AFTER 30 DAYS PRICES MUST
BE RENEGOTIATED.

D. CONSENT AGENDA

City Council
August 13, 2019

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

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

CITIZEN PARTICIPATION

Rose Leggett – 425 Rosewood Drive, Buckley, WA 98321

Mrs. Leggett voiced her concerns over the house next door to hers that has been vacant since March. She is concerned with height of the grass as a potential fire hazard and a possible rodent problem.

City Administrator Schmidt stated that the property in question is in closing currently and that once that is final, the City can enforce the Buckley Municipal Code regulations regarding these issues.

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

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

STAFF REPORTS

Public Works Director Banks stated that he, City Administrator Schmidt, DSHS, Rainier State School and the Department of Fish and Wildlife met to discuss options for Gees crop damage due to elk. The conclusion was that the best option would be to do some “herding and hazing,” which is to try and change the habits of the elk. This will start tomorrow and continue for approximately a week and a half. This will take place not on Ryan Road but just east of Levesque.

He also shared that the fence being installed to the west of the climbing boulders is scheduled for August 22nd and the actual climbing rocks are scheduled to be delivered August 26th.

City Administrator Schmidt shared that we have started budget meetings. First meeting was yesterday with a follow-up scheduled for tomorrow. We are preparing to start bringing budgets to Committees in September. Reminded everyone that the ribbon-cutting ceremony for the River Avenue and Realignment Projects will be on August 22nd at 2:00 PM down around the Veteran’s Memorial.

The retirement party for Finance Director Bazzar and City Planner James will be on August 28th at lunch time at the Mayor's house. The City usually does a summer picnic at the Mayor's house every year so we are just combining them this year.

MAIN AGENDA

Public Hearing: 2020-2025 Six Year Transportation Improvement Plan (STIP)

Mayor Johnson recessed the City Council meeting and entered the Public Hearing at 7:12 PM.

Mayor Johnson closed the Public Hearing and reconvened the City Council meeting at 7:14 PM.

ORD No. 13-19: Amended Title 20

Council member Smith moved to Approve Amended ORD No. 13-19 Title 20. Council member S. Burkett seconded the motion. Upon roll call vote, motion carried 7/0.

Resolution No. 19-05: Adopting the 2020-2025 STIP

Council member S. Burkett moved to Approve Resolution No. 19-05 Adopting the 2020-2025 STIP. Council member Smith seconded the motion. Motion carried.

Resolution No. 19-06: Amending Personnel and Policy Manual (20th Revision)

Council member Smith moved to Approve Resolution No. 19-06 Amending Personnel and Policy Manual 20th Revision. Council member Leggett seconded the motion. Motion carried.

Agreement 2020-2022 Police Guild Contract

Council member Smith moved to Approve the 2020-2022 Police Guild Contract. Council member Leggett seconded the motion. Motion carried.

GPA Valuation – Right-of-Way Proposal

Council member Leggett moved to approve GPA Valuations' Scope to appraise ROW Dedications and Vacations. Council member Tremblay seconded the motion. Motion carried.

Employment Agreement – Finance Director

Council member Leggett moved to Approve the Employment Agreement between the City and Sandra Groshong for the position of Finance Director. Council member Wilbanks seconded the motion. Motion carried.

Finance Director Consultant Support Services Agreement

Council member Tremblay moved to Approve the Professional Consulting Agreement for City Financial Consultant. Council member S. Burkett seconded the motion. Motion carried.

Bid Award – PW Shop and Police Parking Lots

Council member Smith moved to Award Bid of the Public Works and Police Station Parking Lots Project to Titan Earthwork LLC for \$232,387.09. Council member Leggett seconded the motion. Motion carried.

Construction Management Services Proposal – Spiketon Ditch Culvert Replacement Project

Council member Leggett moved to Approve the Construction Management Services Proposal with Gray & Osborne, Inc. for the Spiketon Ditch Culvert Replacement Project. Council member B. Burkett seconded the motion. Motion carried.

Lease Agreement – City of Buckley and Turna Three, LLC

Council member Leggett moved to Approve the Lease Agreement with Turna Three, LLC. Council member B. Burkett seconded the motion. Motion carried.

CONSENT AGENDA

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

Approve Minutes of July 23, 2019, City Council Meeting
Approve Minutes of August 6, 2019, City Council Study Session

Claim check numbers 60244 through 60341 in the amount of \$424,515.42 for the period July 24, 2019, to August 13, 2019; payroll check numbers 37977 through 38019 in the amount of \$89,976.58 and ACH payroll in the amount of \$365,316.59 for the month of July 2019; and Treasurer check numbers 12181 through 12186 in the amount of \$1,716.79 and EFT payments in the amount of \$15,818.16, are hereby approved and ordered paid this 13th day of August 2019.

COMMITTEE REPORTS

Mayor's Report:

Looking at ways to make City Hall more efficient in a cramped space. So far, we have had our new windows installed.

Administration, Finance & Public Safety:

Council member Tremblay stated that most of what the Committee discussed this morning was on tonight's agenda. At this Thursday's Pierce County Regional Council Meeting, they will be doing the approval of Pierce County's portion of the Vision 2050 plan that comes from Puget Sound Regional Council. If you have comments or recommendations, please let Council member Tremblay or City Administrator Schmidt know.

Last Heritage Walk of the summer will be August 28th and the focus will be on buildings. The walk will begin at the Foothills Museum at 6:00 PM.

Transportation & Utilities:

Council member B. Burkett stated that they have their next meeting on August 20th at 7:00 PM at the City Shop.

Community Services:

Council member S. Burkett stated that their next meeting is August 15th at 1:00 PM at City Hall.

Council Member Comments & Good of the Order:

Council member Smith mentioned that 360 West Main Street has their ground cover coming out of their flower bed and half way over the side and onto the sidewalk.

He also stated that he heard a rumor that Columbia Bank was closing. Mayor Johnson stated that this is not a rumor.

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

With nothing further the meeting was adjourned at 7:37 PM.

Mayor

City Administrator

E. COMMITTEE REPORTS