



BUCKLEY CITY COUNCIL MEETING AGENDA

July 14, 2020

City Council Meeting

Opening 7:00 P.M.

****Notice: This will be a virtual meeting held via Zoom meetings.
To listen to the meeting live, please use the following information.**

Call-in Number: 253-215-8782

Meeting ID: 863 9686 1214

Call to Order
Pledge of Allegiance
Roll Call of Council Members

Next Ordinance #10-20
Next Resolution #20-13
Next Agenda Bill #AB20-057

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

- Personnel Update Pg.
- Response to COVID-19 Pg.
- Budget Update Pg.

C. Main Agenda

1. ORD No. ____-20: Adopting City of Buckley Multifamily Design Guidelines & BMC 19.49 Pg.
2. ORD No. ____-20: Adopting an Increase in the Allowed Density for Townhomes Pg.
3. RES No. 20-____: Designating the City's Authorized Representatives for Public Assistance Pg.
Under Presidential Disaster Declaration #FEMA-4481-DR-WA COVID-19
4. RES No. 20-____: Extending Resolution No. 20-08 Pg.
5. Grant Contract Agreement D20-722 Pg.
6. MOU – Pierce County Force Investigation Team Pg.

D. Consent Agenda

7. A. Approve Minutes of May 26, 2020 – City Council Meeting Pg.
Minutes of June 2, 2020 – City Council Study Session Pg.
Minutes of June 9, 2020 – City Council Meeting Pg.
- B. Claims
- C. Transfer Voucher
- D. Payroll

E. Committee Reports

1. Mayor's Report Johnson
2. Community Services Rose
3. 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

July 2020

July 6	7:00 PM	Planning Commission (Virtual)
July 7	7:00 PM	City Council Study Session (Virtual)
July 14	7:00 PM	City Council Meeting (Virtual)
July 16	1:00 PM	Community Services Committee (Virtual)
July 20	7:00 PM	Planning Commission (Virtual)
July 28	7:00 PM	City Council Meeting (Virtual)

All Committee meetings are currently cancelled unless there is an absolute need to hold one. Council and Committee meetings may be held telephonically or by the use of technology. Please check the City website at www.cityofbuckley.com for the latest updates to the City Calendar

The above meetings will be held in the Multi-Purpose Center located at 811 Main Street unless otherwise noted.
Last Revised July 9, 2020

A. CITIZEN PARTICIPATION

B. STAFF REPORTS



Memo

To: Mayor Johnson & City Council

From: Paul Weed, City Administrator

Date: July 9, 2020

Re: Personnel Updates

I wanted to share a few celebrations and personnel updates with the Council.

First, as you know Police Chief Arsanto retired on June 30th and we are very excited for him and the next chapter of his life. As an interim measure, we have appointed Assistant Chief, Mike Northam as Interim Police Chief effective July 1st through December 31, 2020, or until a permanent Chief of Police is appointed. Mr. Northam's honesty, integrity, commitment and dedication to our community are the primary factors in appointing him to this interim position. The Mayor and I have full confidence in Mr. Northam's ability to step into this role and continue providing the necessary leadership to the Police Department and City. In addition, we have begun a competitive search and recruitment process for the permanent Chief of Police position.

Second, our Building Official Mike Deadmond has recently retired with his last day on June 30th. We previously did a competitive recruitment process for this position and have hired an Asst. Building Official Curt Ek who began with the City on July 6th. Mr. Ek comes to the City having previously been the work for the City of Shelton and Mason County as the Building Inspector and Code Enforcement. We are excited to have Curt join the City, he comes with a wealth of knowledge and experience.

Lastly, Chief Alan Predmore has announced his retirement for July 31st. Chief Predmore has built a tremendous career of 35+ years of service with the City of Buckley. His contributions to our community and accomplishments will be shared at his open house retirement celebration on July 23rd. We hope you take the opportunity to join us at this socially safe and healthy gathering. Moving forward, we're working internally on the recruitment process by engaging and meeting with staff and stakeholders associated with the Buckley Fire Department. We look forward to keeping you abreast of these critical leadership positions in our City.



CITY OF BUCKLEY FIRE DEPARTMENT STAFF REPORT



July 8, 2020

To: Mayor Johnson &
City of Buckley Councilmembers

Fr: Alan Predmore, Fire Chief

Cc: Paul Weed, City Administrator

Re: Response to COVID-19

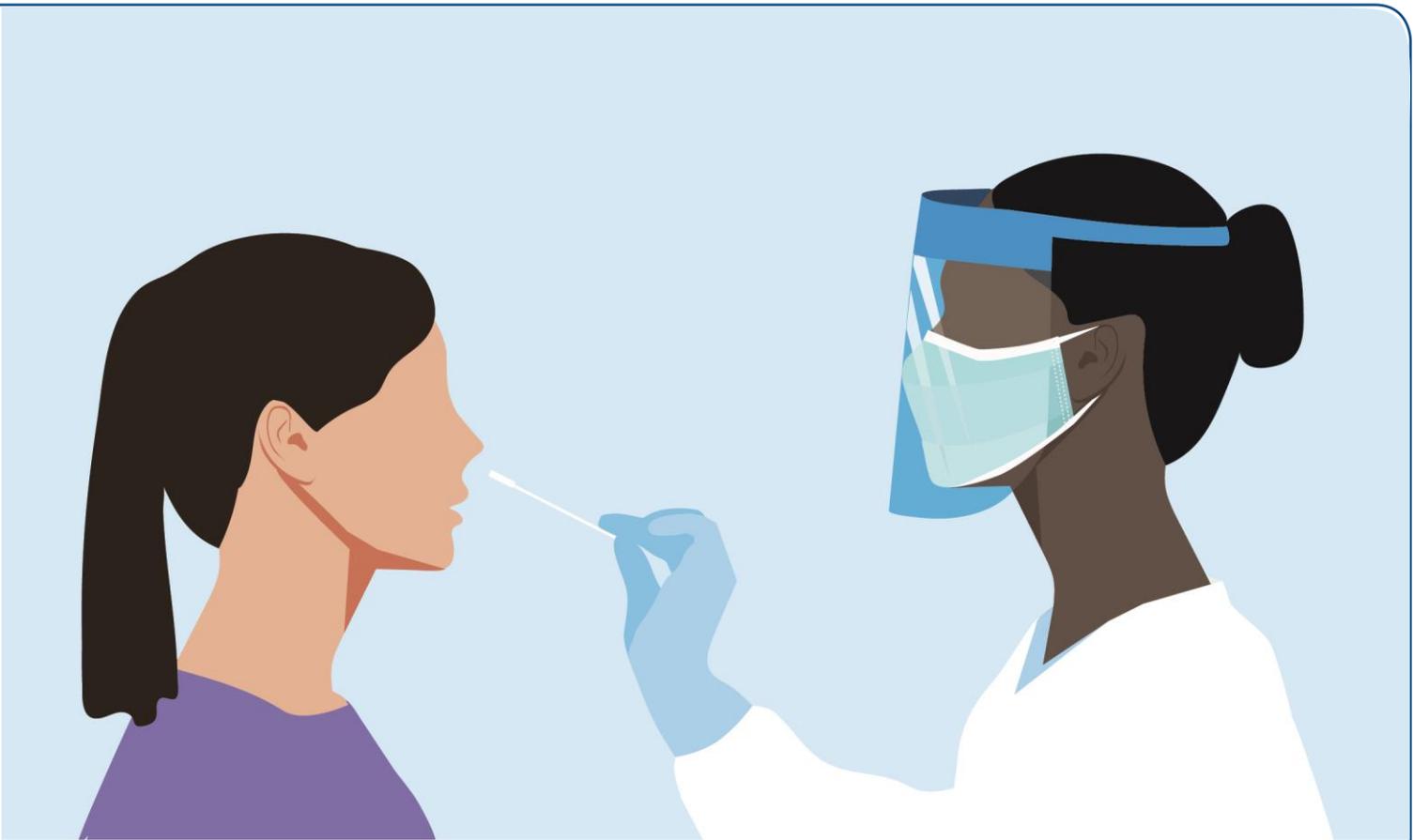
As the COVID-19 pandemic continues to impact our community we continue to respond to local needs and take action to meet compliancy with new requirements.

This past week City Department Heads developed and implemented COVID-19 Site-Specific Workplace Safety Plans and instituted training on the Plan within each of the departments. These plans include policies and procedures necessary for the City to achieve compliance with the twenty-nine criteria issued by the Washington State Department of Labor & Industries Division of Occupational Safety (DOSH).

This past Tuesday, July 7th, the City in cooperation with the Tacoma-Pierce County Health Department and Pierce County Department of Emergency Management – was able to host free COVID-19 Testing for the community. We were one of the first jurisdictions able to host the free testing through the new mobile testing clinic. Ten of our fire department personnel, eight of them volunteers, worked side-by-side with seven personnel from Pierce County to facilitate and staff the test site. In the 6-hour period the test site was open at our fire station, **170** people came through the site and received a free test for COVID-19. This large turnout demonstrated this was a desire and need in our community.

The Governor has extended the emergency proclamation banning in-person open public meetings. The current extension is in effect through 11:59 pm on August 6th.

There are currently no plans for Pierce County to apply for Phase 3, or a modified Phase 2 as had been proposed earlier. While much work has been done in Pierce County to develop a robust source contact tracing investigation program required to be in-place for Phase 3, and our hospital capacity remains stable, the number of daily new confirmed cases continues to grow. To be eligible to apply for the next Phase the County must be at a 14-day new case rate per 100,000 if 25 or less. When Pierce County was approved to go from Phase 1 to Phase 2 our 14-day new case rate per 100,000 was 16.1. As of today (July 8) our 14-day new case rate per 100,000 is 64.9.



COVID-19 Testing

Pierce County brings free testing to you.

Volunteers help you register on site. No ID required. Results in 24-48 hours.

Get tested if you:

- Experience cough, shortness of breath, fever, chills, muscle pains, headache, sore throat, loss of taste or smell.
- Were close to a person with COVID-19 or attended a gathering with many people.
- Are Black, Latinx, Hawaiian, Pacific Islander, American Indian or Alaska Native.

Tuesday, July 7

9 a.m. - 3 p.m.

**Buckley Fire Department
611 S. Division St. Buckley, WA 98321**



BUDGET BRIEFING – MAY 2020 MONTH ENDING UPDATE

COUNCIL MEETING - JULY 14TH, 2020





Reflection

- *Budget Process*
- *Current Situation*
- *2019 Year End Report & 2020 Allocations*
- *Fund Type Distribution & Uses*

Setting Up for Success

- *Current Objectives*
- *Scenario Development*
- *Monitoring: May 2020 Month End Reporting*

Glide Path Moving Forward

- *CARES & Disaster Recovery Reimbursement*
- *Outreach & Engagement*
- *Budget Development – Goals & Priorities*

BUDGET PROCESS:



June - July

Budget Planning

Strategic Planning Goals & Priorities Developed
Develop Workplan Priorities
Budget Calendar Developed
Assumptions Developed

July - October

Budget Development

Departments Prepare & Submit Operating Budgets

CIP Budget Developed

Department Budget Meetings with Budget Review Team

Budget Meetings with Council, Committees, Citizens

Forecasts Updated

September - October

Mayor's Proposed Budget

Proposed Budget Documents Prepared

Presentation of Recommended Budget

Forecasts Updated

October - November

Public Meetings & Workshops

Council Budget Study Sessions

Mayor/City Administrator Recommends Workplan

Public Hearing on Budget

Public Hearing on Regular & Excess Property Tax

November-December

Adoption of Budget

Public Hearings on Budget

Approved Budgets Adopted by the Council.

Budgets Effective January 1.



COVID-19 has created tremendous economic uncertainty coupled with rapid social changes that will impact the City's approved 2020 budget as originally planned.



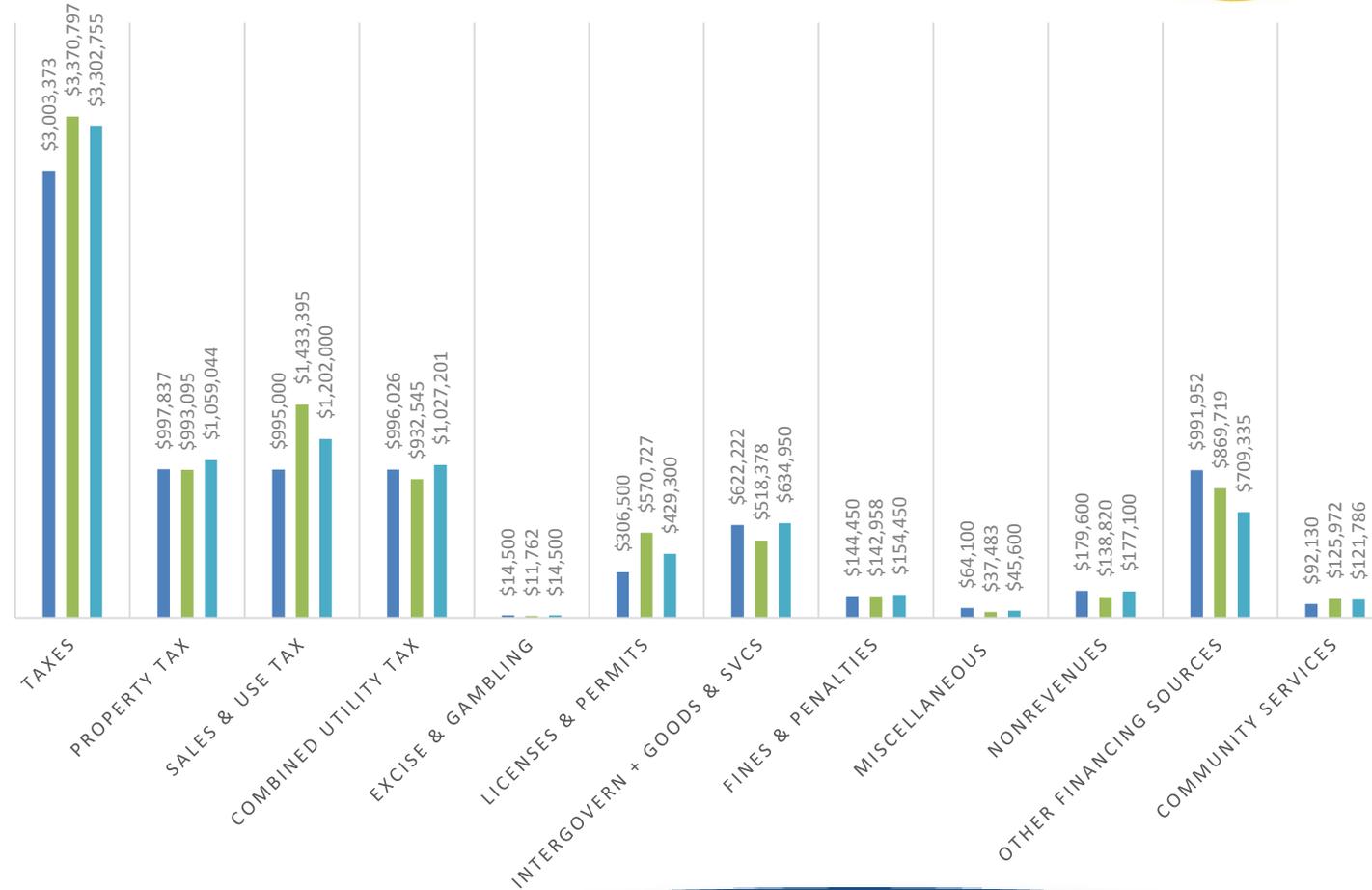
2019 YEAR END ACTUALS



2019 GENERAL FUND REVENUE

■ 2019 Budget ■ 2019 YE Actual ■ 2020 Proposed

General Fund Revenue				
	2019 Budget	2019 % GF	2019 YE Actual	% Change
Taxes	\$ 3,003,373	55.6%	\$ 3,370,797	10.9%
<i>Property Tax</i>	\$ 997,837	18.5%	\$ 993,095	-0.5%
<i>Sales & Use Tax</i>	\$ 995,000	18.4%	\$ 1,433,395	30.6%
<i>Combined Utility Tax</i>	\$ 996,026	18.4%	\$ 932,545	-6.8%
<i>Excise & Gambling</i>	\$ 14,500	0.3%	\$ 11,762	-23.3%
Licenses & Permits	\$ 306,500	5.7%	\$ 570,727	46.3%
Intergovern + Goods & SVCS	\$ 622,222	11.5%	\$ 518,378	-20.0%
Fines & Penalties	\$ 144,450	2.7%	\$ 142,958	-1.0%
Miscellaneous	\$ 64,100	1.2%	\$ 37,483	-71.0%
Nonrevenues	\$ 179,600	3.3%	\$ 138,820	-29.4%
Other Financing Sources	\$ 991,952	18.4%	\$ 869,719	-14.1%
Community Services	\$ 92,130	1.7%	\$ 125,972	26.9%
Total	\$ 5,404,327	100%	\$ 5,774,855	6.4%
Beginning Fund Balance	\$ 931,114		\$ 813,302	-14.5%
Total General Fund Revenue	\$ 6,335,441		\$ 6,588,157	3.8%



2020 BUDGET ALLOCATIONS



2020 Allocations – By Fund Type

Fund	Projected Beginning Fund Balance	2020 Budget		Projected End of Year Fund Balance	
		2020 Revenue Total	2020 Expenditures		
001	General	\$1,433,947	\$7,009,222	\$6,032,727	\$976,496
002	GF Contingency	\$211,428	\$258,928	\$0	\$258,928
003	GF Cum Reserve	\$5,015,475	\$5,116,793	\$101,318	\$5,015,475
004	Cemetery	\$24,757	\$27,632	\$4,541	\$23,091
007	Police Res	\$152,806	\$341,906	\$140,000	\$201,906
008	RR ROW	\$104,849	\$127,349	\$31,997	\$95,352
030	Fire Res	\$590,306	\$707,106	\$579,000	\$128,106
035	Park Const	\$215,389	\$381,639	\$300,250	\$81,389
101	Streets	\$34,080	\$276,230	\$262,602	\$13,628
102	Arterial	\$987,931	\$1,981,426	\$1,624,051	\$357,375
103	TBD	\$2,370	\$106,607	\$101,502	\$5,105
105	EMS	\$232,384	\$592,119	\$396,250	\$195,869
109	Crim Justice	\$175,623	\$279,408	\$122,000	\$157,408
134	Fire Const	\$195,689	\$206,289	\$7,500	\$198,789
136	Visitor Prom	\$160,661	\$191,911	\$24,510	\$167,401
202	FS Bond	\$75,017	\$352,517	\$274,420	\$78,097
307	Capital Imp	\$680,996	\$983,496	\$827,023	\$156,474
308	Comp Plan	\$319,673	\$475,173	\$234,983	\$240,191
401	NG Oper	\$13,396	\$14,496	\$10,225	\$4,271
402	Water/Sewer	\$328,256	\$3,567,659	\$3,472,266	\$95,393
403	Solid Waste	\$34,311	\$1,318,589	\$1,303,099	\$15,490
405	Sewer Const	\$2,116,841	\$3,289,112	\$2,261,306	\$1,027,806
406	Water Const	\$866,336	\$2,011,613	\$1,934,903	\$76,710
407	Stormwater	\$119,091	\$747,717	\$649,380	\$98,337
408	Storm Const	\$1,160,824	\$1,686,799	\$970,212	\$716,586
430	Equip Res	\$340,353	\$385,103	\$135,000	\$250,103
631	Court Trust	\$48,278	\$448,278	\$400,000	\$48,278
701	Cemetery Imp	\$182,134	\$187,134	\$1,000	\$186,134
TOTALS		\$15,823,200	\$33,072,250	\$22,202,065	\$10,870,185

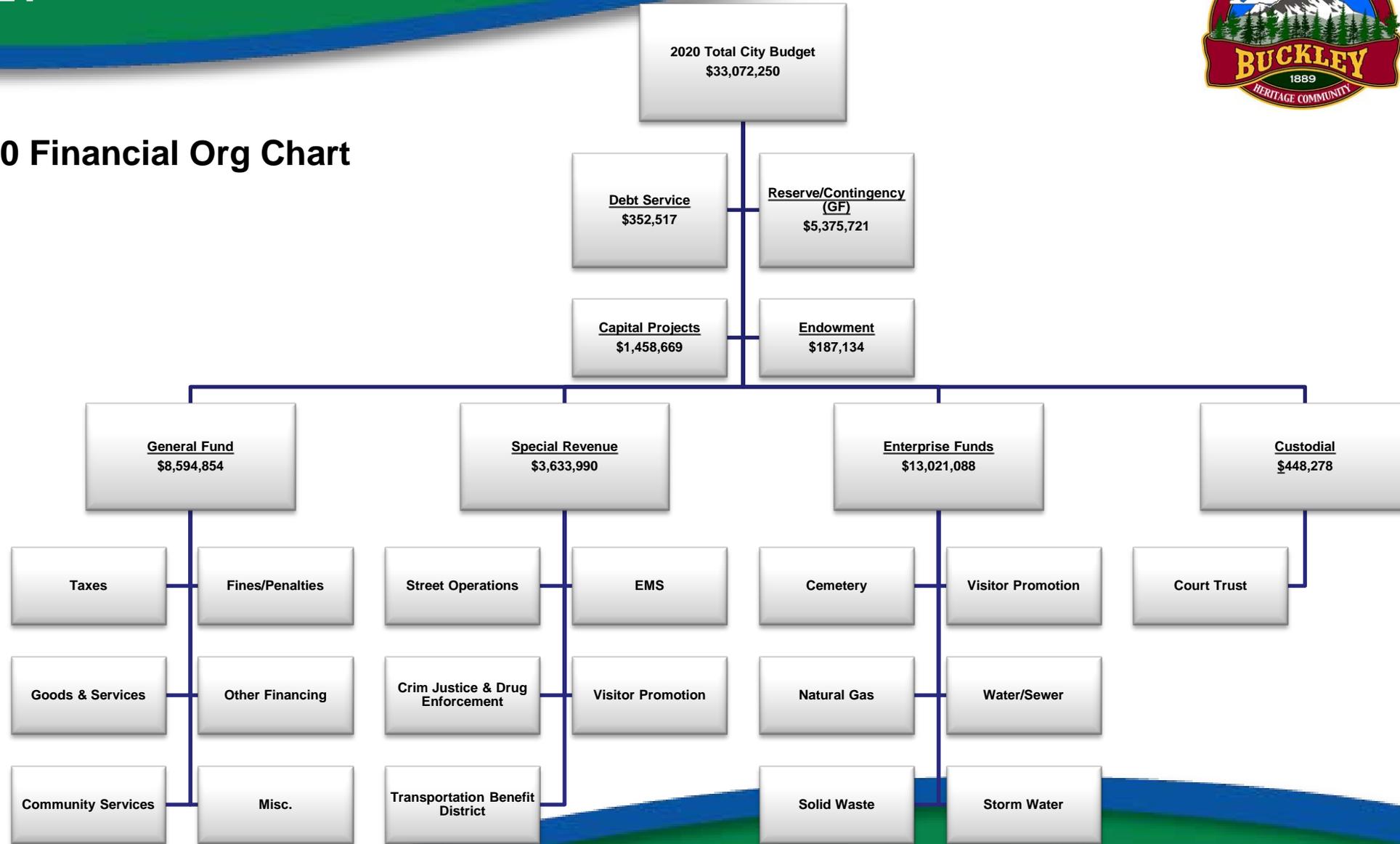
2020 Allocations – By Department

2020 General Fund Departmental Requests			
Department	2019 Budget	2020 Budget	Change
Legislative	\$33,285	\$36,985	11.12%
Judicial	\$247,287	\$274,131	10.86%
Executive	\$116,375	\$116,375	0.00%
Finance & Admin	\$844,541	\$874,035	3.49%
Legal	\$50,500	\$50,500	0.00%
Pers & GGS	\$1,850	\$2,850	54.05%
Main/Ins/Jan	\$210,493	\$242,901	15.40%
I.T.	\$148,688	\$152,498	2.56%
Police	\$2,000,535	\$2,216,183	10.78%
Fire	\$555,550	\$639,550	15.12%
Util & Env	\$4,750	\$4,750	0.00%
Building	\$168,219	\$295,599	75.72%
Planning	\$269,838	\$354,770	31.48%
Mental Health	\$1,200	\$1,200	0.00%
Parks	\$240,696	\$263,429	9.44%
Non-Expend (MC)	\$141,750	\$141,750	0.00%
Debt Svcs - TO	\$51,000	\$46,500	-8.82%
MPC & Senior	\$128,321	\$139,932	9.05%
Community Center	\$24,350	\$24,350	0.00%
Youth Center	\$142,825	\$154,439	8.13%
Total	\$5,382,053	\$6,032,727	12.09%

CURRENT BUDGET



Fund Type Streams – 2020 Financial Org Chart



General Fund – provides a majority of administrative, public safety and community services.

Special Revenues – provides government revenue sources that are legally restricted by an entity outside the City for a specific purpose – generally RCW.

Enterprise Funds – provides operations where the cost of providing the service is intended to be recovered by the user.

Custodial Funds – provides external investment pool fund toward court bail bond administration.



Short-Term Objectives

- Maintain and deliver a responsible level and quality of service in the City of Buckley
- Provide for the safety of staff and the community
- Deliver clear and consistent messaging both internally and externally
- Provide coordination of local services with regional services
- Develop and maintain daily operational plans
- Plan for economic resiliency and recovery through a balanced budget

Long-Term Objectives

- Maintain financial sustainability – ensure proper cash flow and reserves
- Be an employer of choice - develop succession plans for key positions through KSA's and talent
- Create a vision for the future - advance comprehensive planning to align with community goals and aspirations
- Ensure the City has the appropriate capital infrastructure for growth/development
- Plan for uncertainty and opportunity – risk and reward scenarios
- Engage our community on the Livability of Buckley



Budget Scenario Development

Different Scenarios in Progress

- No recession forecast – next 6 months (risk/opportunity)
- Moderate to mild economic decline (3%, 5%, 8%)
- Recession forecast – FY2021 and beyond
- Allow for flexibility – assumptions and drivers (ex. high/med/low)
- Analysis & Forecast - showing fund balance, annual surplus/shortfall, revenue loss, cash flow

Key Assumptions

- Magnitude and duration of losses, by source by fiscal year
- Pre-recession growth rates by revenue source, beginning fund balances, reserves
- Payroll growth of essential services - growth rates – staffing, O&M, debt, capital
- New local sales tax, budget reductions, budget increases
- Extramural resources - potential for COVID-19 (Fed/State) grants, capital projects, gov't services



Budget Scenario Development

Financial Reporting Analysis

- Monitoring month end reporting
 - 2nd Quarter Ending June 30th
 - 3rd Quarter Ending Sept 31st
- Forecast & Trend Modeling – FY, Biennia, 6-Year Trend

Expenditure Control

- Department specific review of current/anticipated planned expenditures
 - Defer spending on discretionary areas/items
 - Maintenance/repair that can be prolonged (useful life)
 - Professional development (unless required)
 - Hiring staff (unless essential)
 - Travel
 - Negotiate/Analyze
 - Contracts
 - Services
 - Rates
 - Employment Costs



Additional Drivers/Assumptions:

- **Employment related**
 - Medical and Dental rates
 - Group life insurance rate changes
 - L&I rate changes (workers comp)
 - Pension rate changes
 - Unemployment
 - Federal rate changes such as Social Security, Medicare, etc.
 - Salary Scale Steps
 - Collective Bargaining Agreement terms
- **General inflation**
- **Utility rates**
- **Maintenance/Repair of facilities**
- **New facilities and amenities**



Budget Scenario Development

2020 General Fund Departmental Requests Department	2019 Budget	2020 Budget	Change	Budget Reduction Scenario		
				3% Impact	5% Impact	8% Impact
Legislative	\$ 33,285	\$ 36,985	11.12%	\$ 1,110	\$ 1,849	\$ 2,959
Judicial	\$ 247,287	\$ 274,131	10.86%	\$ 8,224	\$ 13,707	\$ 21,930
Executive	\$ 116,375	\$ 116,375	0.00%	\$ 3,491	\$ 5,819	\$ 9,310
Finance & Admin	\$ 844,541	\$ 874,035	3.49%	\$ 26,221	\$ 43,702	\$ 69,923
Legal	\$ 50,500	\$ 50,500	0.00%	\$ 1,515	\$ 2,525	\$ 4,040
Pers & GGS	\$ 1,850	\$ 2,850	54.05%	\$ 86	\$ 143	\$ 228
Main/Ins/Jan	\$ 210,493	\$ 242,901	15.40%	\$ 7,287	\$ 12,145	\$ 19,432
I.T.	\$ 148,688	\$ 152,498	2.56%	\$ 4,575	\$ 7,625	\$ 12,200
Police	\$ 2,000,535	\$ 2,216,183	10.78%	\$ 66,485	\$ 110,809	\$ 177,295
Fire	\$ 555,550	\$ 639,550	15.12%	\$ 19,187	\$ 31,978	\$ 51,164
Util & Env	\$ 4,750	\$ 4,750	0.00%	\$ 143	\$ 238	\$ 380
Building	\$ 168,219	\$ 295,599	75.72%	\$ 8,868	\$ 14,780	\$ 23,648
Planning	\$ 269,838	\$ 354,770	31.48%	\$ 10,643	\$ 17,739	\$ 28,382
Mental Health	\$ 1,200	\$ 1,200	0.00%	\$ 36	\$ 60	\$ 96
Parks	\$ 240,696	\$ 263,429	9.44%	\$ 7,903	\$ 13,171	\$ 21,074
Non-Expend (MC)	\$ 141,750	\$ 141,750	0.00%	\$ 4,253	\$ 7,088	\$ 11,340
Debt Svcs - TO	\$ 51,000	\$ 46,500	-8.82%	\$ 1,395	\$ 2,325	\$ 3,720
MPC & Senior	\$ 128,321	\$ 139,932	9.05%	\$ 4,198	\$ 6,997	\$ 11,195
Community Center	\$ 24,350	\$ 24,350	0.00%	\$ 731	\$ 1,218	\$ 1,948
Youth Center	\$ 142,825	\$ 154,439	8.13%	\$ 4,633	\$ 7,722	\$ 12,355
Total	\$ 5,382,053	\$ 6,032,727	12.09%	\$ 180,982	\$ 301,636	\$ 482,618



Notable Highlights

- Year over Year Revenues through May are tracking ahead of 2019 by 8.3%.
 - Drivers: License & Permits, Sales & Use Tax, Utility Tax
 - Building Permits up by \$81,000 or 45% YTD over 2019
- Year over Year Expenditures are also ahead than this time in 2019 by 4.6%.
 - Overall expenses are anticipated to grow with retirements of personnel and capital projects
 - Major technology upgrades – hardware/software
 - Employee compensation – market alignment

Municipal Court

- Court was shut down on March 16th at noon and re-opened for court sessions on May 28th
- Revenues are down 18.4% and expenditures are down 16.2% compared to May 2019.



Notable Highlights Continued

- Transportation Benefit District (Fund 103)
 - I-976 approved by voters
 - Pending Supreme Court ruling to determine initiative is constitutional
 - Supports: Street Operations (Fund 101)
- Street Operations (Fund 101)
 - Funds: city staff and streetlights
 - Also Source for Fund 102 Street Capital Improvement, Utility Equipment Reserve (Fund 430), Dispatch (Fund 001)
 - Concerns: source funding tied to Transportation Benefit District (Fund 103)
- Street Capital Improvement (Fund 102)
 - Future challenges with life-cycle projects
 - Concerns: source funding tied to Street Operations (Fund 101)



Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”)

- \$146,550 in CARES funding awarded to the City of Buckley to recover eligible expenditures incurred in response COVID-19
- Department heads to monitor and identify allowable COVID related expenses
- Finance - track allowable expenditures and request reimbursement through Department of Commerce

Disaster Recovery Reimbursement 4481-DR-WA

- An eligible activity must be essential to meeting an immediate threat to life or property during or resulting from the declared event.



2021 Community Budget Survey

- Survey open to public - <https://www.cityofbuckley.com/>

City of Buckley Staff

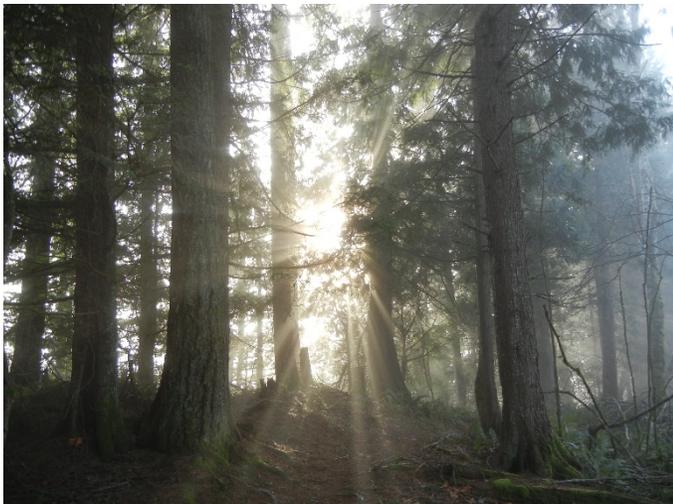
- Operating budgets and capital improvement plans

City Council Advisory Committees

- Finance & Administration Committee

City Council

- Study Sessions
- Public Budget Hearing



QUESTIONS?

C. MAIN AGENDA



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION

SUBJECT:	Agenda Date: July 14, 2020 AB20-057		
Ordinance No. __-20 adopting City of Buckley Multifamily Design Guidelines and BMC Chapter 19.49.	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Paul Weed		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival		X
	Finance Dept – Sandra Groshong		
	Building Official – Curt Ek		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Leticia Wallgren		X
	Planning Dept – Evan Lewis	X	X
	Police Dept – Chief Northam		
Municipal Court – Jessica Cash			
	PW/Utilities – Chris Banks		

Attachments: Ordinance, BMC Chapter 19.49; Staff Report and attachments including Attachment A – Chapter 19.49 BMC and Attachment B – Multifamily Design Guidelines

SUMMARY STATEMENT:

This is an adopting ordinance for new City of Buckley Multifamily Design Guidelines as well as a new chapter of Buckley Municipal Code, 19.49 BMC, which serves as the trigger in code for requiring these guidelines. These guidelines were developed to ensure that future multifamily developments in Buckley meet minimum required standards for open space, recreation and parking, as well as recommended standards for building design. These guidelines are not intended to restrict the variety or creativity of architectural design of multifamily buildings, but rather to ensure minimum standards that reflect the desired form and function of multifamily housing in Buckley.

The City of Buckley Planning Commission, through an open record public hearing held on July 6, 2020, recommends adoption of the Multifamily Design Guidelines and BMC Chapter 19.49.

COMMITTEE REVIEW AND RECOMMENDATION: Planning Commission - Approval Recommended at the July 6, 2020 Planning Commission meeting

RECOMMENDED ACTION: MOVE to Approve Ordinance No. 10-20, Adoption of City of Buckley Multifamily Design Guidelines and BMC Chapter 19.49.

RECORD OF COUNCIL ACTION

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



CITY OF BUCKLEY MULTIFAMILY DESIGN GUIDELINES

JULY 14, 2020 COUNCIL MEETING

WHY MULTIFAMILY GUIDELINES

1. Significant recent developer interest in multifamily housing in Buckley
2. Recent application for a townhome density increase
3. A current lack of clear multifamily guidelines in code

...which is unusual for cities of Buckley's size and larger

MULTIFAMILY GUIDELINES DEVELOPMENT PROCESS

January/February 2020

- Planning Commission initial discussion of multifamily priorities and must-haves
- Staff research

March 2020

- Initial draft multifamily guidelines

April-May 2020

- City Attorney feedback
- Planning Commission refinements to draft

June/July 2020

- Planning Commission final changes to guidelines
- Planning Commission consideration of new BMC Chapter 19.49 (which is the code trigger for requiring multifamily guidelines)
- Planning Commission Hearing & Recommendation

EXAMPLE CITIES CONSIDERED FOR BUCKLEY MULTIFAMILY GUIDELINES



APPLICABILITY

1. Duplexes, townhomes, or other structures containing 3 or more units...
2. Amounting to at least 8 units...
 - a. On same parcel or consecutive parcels under common ownership
 - b. Regardless of whether units are leased or individually owned
3. Administrative waiver option available
 - a) Must show that 5 listed criteria are all met

REQUIRED VS. RECOMMENDED GUIDELINES

1. Required guidelines

- a) Easily quantifiable - i.e. minimum open space, recreation amenities, and parking
- b) Reflect key multifamily priorities expressed by Planning Commission
- c) Identified with the word “shall” or “required”

2. Recommended guidelines

- a) All others – mainly aesthetic guidelines
- b) Identified with the words “encouraged” or “should”

OPEN SPACE REQUIREMENTS

1. Minimum of 120 sq. ft. of common open space per unit
2. Usable (i.e. no steep slopes, etc.)
3. Continued care & maintenance (usually through HOA)
4. Other guidelines encouraged



RECREATION REQUIREMENTS

1. Minimum of 60 sq. ft. of active rec areas per dwelling unit
2. Multifamily buildings all within 600 ft. of rec areas
3. Connected to other common open space
4. Minimum amenities:
 - a) Garbage/recycling bins
 - b) Benches/tables
 - c) Bike racks
5. Other guidelines encouraged



PARKING REQUIREMENTS

1. 2 spaces per unit
2. 1 additional guest space per 5 dwelling units
3. Connected to entries, open spaces, public sidewalks
4. Other guidelines encouraged



ADDITIONAL GUIDELINES

Encouraged but not required:

1. Façade articulation & modulation
2. Simple window design with some treatment; non-reflective
3. Pitched roofs and modulated roof height



NEW BMC CHAPTER 19.49

1. The *trigger* in code for requiring multifamily guidelines
2. Located sequentially (before) design districts BMC chapter
3. Mentions guidelines themselves have the force of code

Chapter 19.49 MULTIFAMILY DESIGN GUIDELINES

Sections:

- 19.49.010 Purpose.
- 19.49.020 Applicability.
- 19.49.030 Relationship to other regulations.
- 19.49.040 Procedures.

19.49.010 Purpose.

The City of Buckley Multifamily Design Guidelines specify minimum standards and desirable attributes for multifamily developments in Buckley. These guidelines are not intended to restrict the variety or creativity of architectural design of multifamily buildings, but rather to ensure minimum standards that reflect the desired form and function of multifamily housing in Buckley.

19.49.020 Applicability.

(1) All multifamily residential housing in the City of Buckley shall comply with the requirements set forth in the City of Buckley "Multifamily Design Guidelines."

(2) For determining applicability to these "Multifamily Design Guidelines", the term "multifamily" includes all duplexes, townhomes, or any other structures containing three or more dwelling units amounting to at least eight (8) residential units on the same parcel or on consecutive parcels under common ownership, regardless of whether individual dwelling units are leased or individually-owned.

19.49.030 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.

19.49.040 Procedures.

(1) The City of Buckley "Multifamily Design Guidelines" dated July 14, 2020, and any amendments or modifications thereto, 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 Multifamily Design Guidelines.

COUNCIL PACKET MATERIALS

1. Ordinance
2. Staff Report
3. Chapter 19.49 BMC
4. Multifamily Design Guidelines

Any Questions?

CITY OF BUCKLEY, WASHINGTON

ORDINANCE NO. ____-20

AN ORDINANCE OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON, ADOPTING MULTIFAMILY DESIGN GUIDELINES AND A NEW CHAPTER 19.49 OF BUCKLEY MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Buckley Planning Commission desires that minimum multifamily guidelines and standards first be adopted in Buckley Municipal Code (BMC) prior to allowing an increase in townhome densities as recently requested through a formal zoning code text amendment application that was considered by the Planning Commission; and

WHEREAS, the City of Buckley Planning Department has seen a significant increase in the amount of interest in multifamily housing in Buckley since the end of 2019 which reinforces the importance of having multifamily guidelines and standards in place as soon as possible; and

WHEREAS, the City of Buckley, unlike most nearby jurisdictions, currently lacks clear or comprehensive design standards or guidelines specific to multifamily housing; and

WHEREAS, the City of Buckley Planning Commission considered the desired outcomes and priorities for multifamily housing in Buckley, informed by multifamily design guidelines of nearby jurisdictions, and then developed and recommended adoption of the Multifamily Design Guidelines and BMC Chapter 19.49 that are both attached to this ordinance; and

WHEREAS, the 60-day notice of intent to adopt these Multifamily Design Guidelines was sent to the Washington State Department of Commerce on May 15, 2020; and

WHEREAS, environmental review was completed and a determination of non-significance was issued, published and posted for adoption of these Multifamily Design Guidelines on June 17, 2020; and

WHEREAS, a public hearing notice was published and posted on June 17, 2020; and

WHEREAS, the Planning Commission conducted a public hearing on these Multifamily Design Guidelines on July 6, 2020; and

WHEREAS, the Planning Commission received no public comments prior to or during the July

6, 2020 hearing and recommended the City Council adopt the attached Multifamily Design Guidelines and BMC 19.49;

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

Section 1. BMC Chapter 19.49, Multifamily Design Guidelines, is adopted as attached to and considered with this Ordinance.

Section 2. City of Buckley Multifamily Design Guidelines are adopted as attached to and considered with this Ordinance.

Section 3. 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 4. 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 5. 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 _____ day of _____ 2020.

Pat Johnson, Mayor

Attest:

Trevia Percival, City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

PUBLISHED: _____

EFFECTIVE: _____



City of Buckley Development Code Amendment Multifamily Design Guidelines

To Honorable Pat Johnson, Mayor
City Council Members

From Planning Department Staff

Subject Adoption of Multifamily Design Guidelines and BMC 19.49

Council Meeting Date: July 14, 2020

Hearing Date: July 6, 2020

Proposal Description: Adoption of guidelines which specify minimum standards and desirable attributes for multifamily developments in Buckley; in particular new minimum standards for multifamily open space, recreation and parking, as well as other design guidelines

State Environmental Policy (SEPA) Threshold Determination: SEPA DNS Issued June 17, 2020

Recommendations Included: Adoption of City of Buckley Multifamily Design Guidelines and a new chapter 19.49 of Buckley Municipal Code (BMC)

Attachments A. Chapter 19.49 BMC
B. Multifamily Design Guidelines

Planning Commission Recommendation to City Council Adoption of City of Buckley Multifamily Design Guidelines and a new chapter 19.49 of Buckley Municipal Code (BMC)

Signed:



Mark McPhail, Commission Chair



Date

FINDINGS

I. Proposal Background and Development Process

A. Background

In early 2020, the Planning Commission started reviewing a formal zoning code text amendment (ZCTA) request application to increase the allowed density for townhomes. As a condition to recommending approval for this ZCTA, the Planning Commission requested the development and adoption of design guidelines which specify minimum open space, recreation and parking requirements for multifamily developments in Buckley. Additionally, around this same time the Planning Department conducted pre-application meetings, or received serious developer inquiries, for four projects that would significantly increase the number of multifamily units in Buckley; reinforcing the need to establish minimum standards for multifamily housing.

B. Current Conditions and Need

Buckley currently has roughly 250-300 multifamily housing units; approximately 40 percent of these are duplexes and 60 percent are other types of multifamily as defined in BMC. However the recent developer interest in multifamily housing, particularly townhomes, has the potential to increase the number of multifamily units in Buckley by between 70-100 percent (roughly two-thirds to double) in a relatively short period of time.

Multifamily requirements currently found in Buckley Municipal Code (BMC) are insufficient to ensure that the expected future multifamily housing in Buckley reflects the look and amenities desired by Buckley residents through Buckley's comprehensive plan, development regulations, and by the desires expressed by the Planning Commission. The following list encompasses multifamily design or development standards found throughout Buckley's zoning code.

- **Roof Pitch for Multi-Family and Duplexes (BMC 19.20.010):** *“Minimum pitch of 4:12; provided, however, that there shall be no minimum pitch required on deck and patio covers and carport roofs.”*
- **Duplex Garages (BMC 19.20.010):** *“Each duplex dwelling shall have an attached or detached two-car enclosed garage per unit.”*
- **Residential Cluster Duplexes and Townhouses in R-6000 and R-8000 zones (BMC 19.20.020 and 19.29.030):** *“These units shall be designed to complement the project's single-family houses and to be integrated into the development and single-family setting. When placed on a corner, units shall be constructed to afford at least one unit oriented to each of the adjacent streets, where feasible.”*
- **Cottage housing standards (BMC 19.24):** Specific to Multi-family and Townhomes in HDR zone
- **Off-street parking (BMC 19.28) – duplex and townhouse:** 2 spaces per townhome unit. Not specified for “multi-family”
- **Landscaping:** For multifamily with 2 or more units, façade buffer, visual relief buffer, and street tree requirements pertain.
- **Other Standards for all Residences or Buildings** (but not specific to multifamily)
 - Bulk Modifications (BMC 19.22)
 - Open Space (BMC 19.26)
 - Major and minor design review in Hwy 410, Rainier Gateway, and Downtown Districts (BMC 19.50)

While these minimal standards, scattered throughout BMC Title 19, may be sufficient right now given Buckley's current volume of multifamily, they are insufficient given the expected future growth in multifamily.

C. Development Process

The following process was used in developing these Multifamily Design Guidelines:

January/February 2020: The Planning Commission provided initial input on its priorities for multifamily developments in Buckley. The Planning Commission’s input was informed by research provided by Planning staff on multifamily design guideline best practices and similar multifamily guidelines and standards found in nearby cities of Sumner, Bonney Lake, Enumclaw, Puyallup, North Bend, Steilacoom and Black Diamond.

March 2020: Planning Staff drafted initial Multifamily Design Guidelines to reflect the desires expressed by the Planning Commission during meetings in January and February.

April-May 2020: The Planning Commission considered feedback from the City Attorney on the initial draft guidelines, and made additional refinements to the draft multifamily guidelines.

June 2020: The Planning Commission made final changes to the multifamily guidelines and considered a new Chapter 19.49 BMC which addresses the purpose, applicability, relationship, and procedures for these guidelines and serves as the trigger point for these guidelines in code.

II. Overview of Multifamily Design Guidelines and BMC 19.49

A. Multifamily Design Guidelines

The Planning Commission developed these Multifamily Design Guidelines to ensure that minimum standards are set for the amount and type of open space, recreation areas, and parking in new multifamily developments as well as to describe other desirable, although not necessarily required, design elements that are preferred in the City. The Planning Commission considered and balanced several factors in developing these guidelines, such as:

- Public health, safety and welfare concerns
- Aesthetic fit for the City of Buckley
- That required or recommended amenities matched the needs of age groups and resident makeup likely to live in multifamily housing in Buckley in the future
- Housing affordability
- Other considerations

Table 1 below provides a section-by-section overview of the Multifamily Design Guidelines as well as the Planning Commission’s reasoning, as relevant.

Table 1: Overview of Multifamily Design Guideline Sections

Section	Description + Reasoning (as applicable or relevant)
INTRODUCTION	
Purpose	Describes the desired outcomes of these multifamily guidelines, as expressed by the Planning Commission, and clarifies the limits and intent of these guidelines.
Applicability	Provides a definition for “multifamily” that is specific to these design guidelines in order to clarify when these guidelines apply. This “multifamily” definition is different than the definition found in BMC 19.12. The Planning Commission, in considering current and possible future multifamily housing in Buckley, felt that eight units was an appropriate threshold for triggering these guidelines.

Section	Description + Reasoning (as applicable or relevant)
Enforceability	Clarifies which aspects of these guidelines are enforceable and not enforceable and provides a waiver provision for these guidelines along with criteria governing situations where waivers can be granted. Waiver provisions are common in zoning codes.
Relationship to BMC	Clarifies that the more stringent standards apply when there is a conflict between these guidelines and other parts of BMC. This is already how BMC is interpreted in practices – whether stated or not.
Definitions	Provides definitions specific to these Multifamily Design Guidelines, in addition to or different from definitions in BMC 19.12. These definitions are in addition to those found in BMC 19.12 with the exception of the definition for Open Space.
OPEN SPACE & RECREATION AREAS	
Applicability and Intent	The applicability and intent statement is primarily based on goals and policies from the Comprehensive Plan.
Guidelines for all Common Open Space and Recreation Areas	Establishes minimum areas and attributes of common open space. These areas and attributes are required for all new multifamily developments to which these guidelines apply. The Planning Commission, after thorough review and discussion, felt the standards shown are in the best interests of the City and residents.
Guidelines for Common Open Space	Establishes preferred attributes for common open space location, shape, and design. These guidelines are recommended but not required. These standards are similar to those in other, nearby cities of a similar size to Buckley or slightly larger, and also reflect the preferred look of multifamily housing in the view of the Planning Commission. Example diagrams and aerial images are shown from nearby multifamily developments that the Planning Commission felt reflect an appropriate look and layout for Buckley.
Guidelines for Recreation Areas	Establishes minimum requirements and amenities for recreation areas, including their location relative to multifamily buildings, connection to other open spaces, and necessary amenities such as garbage/recycling bins, benches, tables and bicycle racks.
PARKING	
Applicability and Intent	The applicability and intent statement is primarily based on goals and policies from the Comprehensive Plan and desired outcomes expressed by the Planning Commission.
Guidelines for all Multifamily Parking	<p>The first four standards listed establish minimum amounts of parking, and minimum parking area design standards, for multifamily developments. These minimums and standards are required for all new multifamily developments to which these guidelines apply. The Planning Commission, after thorough review and discussion, felt the standards shown are in the best interests of the City and residents.</p> <p>All other parking standards and guidelines are recommended but not required. These standards are similar to those in other, nearby cities of a similar size to Buckley, and also reflect the preferred look of multifamily parking in the view of the Planning Commission. Example parking diagrams and images are shown from nearby multifamily developments that the Planning Commission felt reflect desirable or (as labeled) undesirable multifamily parking examples.</p>
ADDITIONAL	

Section	Description + Reasoning (as applicable or relevant)
GUIDELINES	
Façade Articulation and Modulation; Windows; Roofs	All other guidelines shown are strongly encouraged but not required. These standards are similar to those in other, nearby cities of a similar size to Buckley, and also reflect the preferred look of multifamily building design in the view of the Planning Commission. These guidelines, supported with example pictures, show the level of façade articulation and modulation, and the look of windows and roofs, that would be more appropriate in Buckley.

B. BMC 19.49

BMC 19.49 was developed to provide a trigger point within Buckley Municipal Code for requiring the Multifamily Design Guidelines. BMC 19.49 provides an overview of the purpose and applicability of these Multifamily Design Guidelines, their relationship to other regulations, and procedures for their future use and any amendments. BMC 19.49 reflects the same purpose and applicability language from the Multifamily Design Guidelines, and reiterates that the Multifamily Design Guidelines have the same effect as if they were contained within BMC.

III. Zoning Code Amendment Review Criteria

All zoning code amendments must conform to the city’s comprehensive plan. The only criteria specified for zoning code amendments generally are found in BMC 19.52. Such criteria are more applicable to site-specific rezones, but staff has provided an answer to the applicable criteria below.

19.52.010 – Determination – Final action

In determining what, if any, amendments to this title are to be adopted, the city council shall give due consideration to the proper relationship of such amendments to the comprehensive plan and to this entire title, it being the intent to retain the integrity and validity of the zoning districts herein described, and to avoid any isolated spot zoning changes in the zoning map. Any amendments adopted by the council may be modified from the form in which they were advertised within the limits necessary to relate properly such amendment or amendments to this title. Final action on such modifications shall be subject to review and report of the planning commission prior to final passage by the council.

The recommended multifamily design guidelines and BMC 19.49 are consistent with the Comprehensive Plan as described in the next section. Other requirements of BMC 19.52.010 are related to site-specific rezones and therefore not applicable to this proposal.

19.52.020 – Priority of first application; 19.52.030 – Conditional rezone – Approval; 19.52.040 – Conditional rezone – Concomitant agreement; 19.52.050 – Conditional rezone – Indication on zoning maps

Criteria listed in BMC 19.52.020-050 is related to site-specific rezones, not to this type of zoning code amendment for multifamily guidelines.

IV. Consistency with the Comprehensive Plan

The City of Buckley Comprehensive Plan does not go into much detail about multifamily design and standards. However the proposed Multifamily Design Guidelines and BMC 19.49 are consistent with the following Comprehensive Plan Goals and Policies:

Goal 1.1: *Buckley should provide a healthy and productive environment for its citizens and preserve its small town character.*

Policy 1.1.3 – *With all new development and redevelopment, the city should carefully consider the way buildings, streets, and the spaces between them relate to one another, and strive to create a vibrant, welcoming urban environment.*

Staff response: The proposed multifamily design guidelines help ensure that multifamily developments provide sufficient, connected and accessible open space, as well as multifamily design that blends well into the surrounding area to foster a more welcoming urban environment.

Policy 1.1.5 – *The city should identify open space corridors within and between urban growth areas, including lands useful for recreation, wildlife habitat, trails, and connection of critical areas.*

Staff response: While neither the Multifamily Design Guidelines nor BMC 19.49 require dedication of open space or recreation areas to the City, by requiring a minimum amount of open space area and recreation amenities, as well as connection between them, the City is helping ensure connected open spaces in-line with this policy.

Policy 1.2.2 – *Identify and preserve an integrated system of open space corridors and/or buffers to provide definition between critical areas and intensive land uses through cooperation with groups such as land trusts or environmental protection organizations.*

Staff response: While the design guidelines don't specifically address cooperation with groups, they do reflect a more *systems approach* to open space – including the connection of open spaces and recreation areas.

Goal 1.4 – *Coordinate with Pierce County and neighboring jurisdictions to create opportunities for mutual improvements.*

Staff response: While the design guidelines don't specifically address coordination with neighboring jurisdictions:

1. Staff obtained some ideas and feedback from Pierce County to inform these guidelines;
2. One of Buckley's Planning Commissioners has direct experience in multifamily design and development in other jurisdictions;
3. The Planning Commission closely reviewed and considered the Multifamily Design Guidelines of several nearby jurisdictions in developing these design guidelines.

Goal 1.5: *Housing types should be mixed and meet the needs of all segments of the population.*

Staff response: Establishing minimum multifamily design standards helps ensure multifamily housing meets the recreation and access needs of current and future Buckley residents.

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

1. *Developers should provide connections to pedestrian trails and/or sidewalks;*
2. *Development should be designed in such a way to recognize the city's history or design standards; and*
3. *Development should limit stress factors such as noise, traffic, and damage to existing ecology.*

Staff response: Buckley's Multifamily Design Guidelines promote all of the livability elements of Policy 1.5.2 by ensuring connected open spaces and imposing design standards which help to limit the stress and noise sometimes associated with denser residential living.

Policy 1.5.10 – *The city should encourage development of affordable housing.*

Staff response: Buckley's Multifamily Design Guidelines were written to ensure that minimum standards are met for open space, recreation and parking – all of which enhance the quality of life for multifamily residents. However, unlike the multifamily guidelines of many nearby jurisdictions, Buckley's guidelines avoid requirements for the physical design of multifamily structures and rather leave such requirements as recommendations and suggestions. By not imposing rigid multifamily design requirements, developers should have more flexibility to build affordable multifamily housing.

Policy 1.5.13 – *Zoning regulations and associated maps should provide adequate land and densities to accommodate housing targets while protecting and enhancing the character, quality, and function of existing residential neighborhoods.*

Staff response: As Buckley's Multifamily Design Guidelines would be triggered by a new chapter of Buckley's zoning code, BMC 19.49, and since the design guidelines are intended to protect and enhance the character, quality and function of multifamily residential neighborhoods, the intent of Policy 1.5.13 is met.

Policy 1.7.2 – *The city may require additional land for improvements to roadways, pedestrian walkways, trails, and access to open space areas.*

Staff response: The minimum open space, recreation and parking requirements in the design guidelines directly align with the intent of Policy 1.7.2.

Goal 1.8 – *Have a well-maintained, interconnected system of multi-functional parks, recreational facilities and open spaces that is attractive, safe, and available to all segments of the city's population; and supports the community's established neighborhoods and small-town atmosphere.*

Staff response: While neither the Multifamily Design Guidelines nor BMC 19.49 require dedication of open space or recreation areas to the City, by requiring a minimum amount of open space area and recreation amenities, as well as connection between them, the City is helping ensure the intent of Goal 1.8 is met.

Policy 1.8.4 – *Any residential development containing more than four dwelling units shall provide recreational facilities or appropriate and usable park land on or near the development.*

Staff response: The standard the Planning Commission felt was appropriate for triggering these Multifamily Design Guidelines was 8 or more units.

Policy 1.9.4 – *Land developers should be financially responsible for onsite and off-site improvements that reduce direct impacts of the development. These improvements may include, but are not limited to, street improvements, installation of traffic safety features, paths and/or sidewalks, utility construction, utility capacity expansion, and drainage ways.*

Staff response: The requested open space would help reduce the direct impacts from this more dense form of housing development – by ensuring multifamily residents have immediate access to recreation amenities and open space, and sufficient parking.

Goal 2.1 – Preserve Buckley’s existing housing character through integration of new development and redevelopment with the city’s historic, small-town character.

Policy 2.1.1 – Incorporate neighborhood character and design principles into zoning and design review standards for new development.

Staff response: The Multifamily Design Guidelines recommend sound design principles for smaller towns – largely based on multifamily guidelines in nearby jurisdictions that are well established. Buckley’s Multifamily Design Guidelines also impose minimum standards for open space and recreation that also relate to how well such developments fit into the neighborhood character.

Policy 2.5.1 – Multifamily housing should be screened from neighboring single family development to attenuate noise, traffic headlights, and increase privacy.

Staff response: Open space required and/or recommended by the Multifamily Design Guidelines, particularly when considered together with Buckley’s landscaping code requirements, would provide sufficient screening as intended by Policy 2.5.1.

Policy 3.5.4 – The design of new developments and redevelopment projects should reflect and preserve Buckley’s small-town appearance and historic uses such as agriculture, trains, and logging.

Goal 4.5 – New development in the City of Buckley should strengthen the small town character and foster community interaction.

Staff response: These Multifamily Design Guidelines help to ensure that multifamily housing, which is already allowed by Buckley’s code in several zones, is provided in a form that fits within Buckley’s small town appearance – through well-articulated and modulated facades and the provision of sufficient open space. Open spaces and recreation areas also foster community interaction.

Goal 6.1 – Foster Buckley’s role as a destination point by enhancing the town’s visibility and identity by ensuring retention of open space and continued development of active and passive recreational opportunities to benefit the citizens of the growing community of Buckley and its surrounding communities.

Staff response: These Multifamily Design Guidelines directly implement this goal, and its relevant policies, through requirements for minimum open space and recreation areas within multifamily developments.

V. Title 20 Process

Development code text amendments are a C-1 process under BMC which requires a recommendation by staff, an open record public hearing with the Planning Commission, and a final decision by the City Council. These requirements for C-1 processes were followed during the development of the Multifamily Design Guidelines and BMC 19.49.

VI. Public Notices

A notice of public hearing and SEPA determination of non-significance (DNS) notices were both posted and published on June 17, 2020. Additionally a 60-day notice for these Multifamily Design Guidelines was sent to the Washington State Department of Commerce on May 15, 2020. The Washington State Department of Commerce emailed a note of support for these Multifamily Design Guidelines on May 19, 2020.

VII. Public Comments

No public comments were received regarding these Multifamily Design Guidelines or BMC 19.49.

VIII. State Environmental Policy Act (SEPA)

These Multifamily Design Guidelines and BMC 19.49 underwent SEPA review and a SEPA DNS was issued June 17, 2020.

CONCLUSIONS AND RECOMMENDATION

I. Comprehensive Plan

The Multifamily Design Guidelines and BMC 19.49 are consistent with and implement the City of Buckley Comprehensive Plan, as detailed in the *Findings* section above.

II. Buckley Municipal Code

Based upon a review of facts and findings, the Multifamily Design Guidelines and BMC 19.49 are consistent with Buckley Municipal Code.

III. Staff Recommendations

Based on the above Findings of Fact and Conclusions of Law, staff recommends the adoption of the attached Multifamily Design Guidelines and BMC 19.49.

Chapter 19.49 MULTIFAMILY DESIGN GUIDELINES

Sections:

- 19.49.010 Purpose.
- 19.49.020 Applicability.
- 19.49.030 Relationship to other regulations.
- 19.49.040 Procedures.

19.49.010 Purpose.

The City of Buckley Multifamily Design Guidelines specify minimum standards and desirable attributes for multifamily developments in Buckley. These guidelines are not intended to restrict the variety or creativity of architectural design of multifamily buildings, but rather to ensure minimum standards that reflect the desired form and function of multifamily housing in Buckley.

19.49.020 Applicability.

(1) All multifamily residential housing in the City of Buckley shall comply with the requirements set forth in the City of Buckley “Multifamily Design Guidelines.”

(2) For determining applicability to these “Multifamily Design Guidelines”, the term “multifamily” includes all duplexes, townhomes, or any other structures containing three or more dwelling units amounting to at least eight (8) residential units on the same parcel or on consecutive parcels under common ownership, regardless of whether individual dwelling units are leased or individually-owned.

19.49.030 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.

19.49.040 Procedures.

(1) The City of Buckley “Multifamily Design Guidelines” dated July 14, 2020, and any amendments or modifications thereto, 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 Multifamily Design Guidelines.

Multifamily Design Guidelines

City of Buckley

INTRODUCTION

Purpose

These City of Buckley Multifamily Design Guidelines specify minimum standards for multifamily open space, recreation areas and parking and describe desirable attributes for other characteristics of multifamily developments in Buckley.

The following outcomes are desired for multifamily developments in Buckley:

- Common open spaces and gathering places that are desirable, accessible, and tastefully integrated with recreation amenities;
- Recreation areas that provide sufficient amenities for families, children of all ages, pets, and other residents of multifamily communities;
- Vehicle, bike and pedestrian circulation that provides sufficient access throughout multifamily developments;
- Multifamily design elements that create architectural interest representative of Buckley’s small-town character;
- Parking that is adequate yet de-emphasized aesthetically to the extent possible; and
- Building layouts that provide sufficient *eyes on the street* to foster public safety, blend well into neighborhoods, and are designed to reduce the apparent size of multifamily buildings.

These guidelines are not intended to restrict the variety or creativity of architectural design of multifamily buildings, but rather to ensure minimum standards that reflect the desired form and function of multifamily housing in Buckley.

Applicability

These guidelines apply to all new multifamily developments in the City. For the purpose of these guidelines, the term “multifamily” includes all duplexes, townhomes, or any other structures containing three or more dwelling units amounting to at least eight (8) residential units on the same parcel or on consecutive parcels under common ownership, regardless of whether individual dwelling units are leased or individually-owned. Definitions for each of these housing types are found in BMC 19.12 and also the “Definitions” section of these guidelines.

When a multifamily development is proposed for a location within a City of Buckley Design Review District, as referenced in BMC 19.50, the multifamily development shall additionally comply with Buckley’s Design Guidelines. In cases of conflict, the more restrictive standard shall apply.

Enforceability

Guidelines preceded by the word “shall” are enforceable in the same way as all land use requirements in Buckley Municipal Code. Guidelines preceded by the words “encouraged” or “should” are strongly preferred by the City, yet it is left to the discretion of the applicant on how to meet the intent of such guidelines.

The Planning Director, or their designated official, has the ability to approve a waiver from these multifamily guidelines, without the need for a variance, when all of the following criteria are met:

1. Compliance with specific guidelines is impractical due to utility or infrastructure conflicts, topographic conditions, or other site limitations;
2. The applicant can clearly demonstrate that their design, with the waiver, will still conform to the purpose and intent of these guidelines;
3. The waiver of guidelines in one area of a multifamily development would not result in a material departure from the look and design of other parts of the development;
4. The waiver does not grant a special privilege to the property owner;
5. The waiver is the minimum necessary to grant relief to the applicant.

In order for a waiver from these guidelines to be considered, the applicant must submit a formal waiver request, in a format prescribed by the Planning Department, which shows how criteria 1-5 would be met and, if applicable, provides details of any proposed alternative to the waived guidelines. The waiver shall be considered a Type A-1 decision subject to the review and appeal procedures of Title 20 BMC.

Relationship to Buckley Municipal Code

These guidelines shall serve as a supplement to the standards of Buckley Municipal Code (BMC). Where there is a conflict between these guidelines and standards in BMC, the more stringent requirements shall apply.

Definitions

The following definitions are relevant and used frequently throughout these Multifamily Design Guidelines. Definitions for other frequently and commonly used terms in these Design Guidelines follow definitions in BMC 19.12. The definitions of these guidelines shall supersede any conflicting definitions of BMC 19.12.

Common Open Space: Open space intended and available for use by all residents within a multifamily development. Areas such as private balconies, porches, yards, or entryways for individual dwelling units as well as yards/setbacks required by zoning code are not considered common open space.

Multifamily: All duplexes, townhomes, or any structures containing three or more dwelling units amounting to at least eight (8) residential units on the same parcel or on consecutive parcels under common ownership, regardless of whether individual dwelling units are leased or individually-owned.

Open Space: That part of a lot, or any number of lots or portions thereof, brought together under one development plan for the entire parcel, other than required yards, which:

- 1) Is free and clear of buildings, structures and paved areas used for automobile parking or vehicular access and is to remain open and unobstructed from the ground to the sky;
- 2) Is accessible (and made available at all times) to all persons occupying a dwelling unit of the structures located on the lot;
- 3) Has a minimal uninterrupted horizontal dimension in all directions greater than 20 feet;
- 4) Limits paved areas in any required open space to five percent or less of the total square footage of the open space, and shall be located in only one section of the same.

Recreation Areas: Common areas set aside for recreational use and recreational amenities, such as sports courts, playground equipment, swimming pools, trails, gardens, picnic areas, ponds, and other outdoor amenities designed to be actively used and enjoyed by residents, tenants and guests of multifamily developments.

OPEN SPACE AND RECREATION AREAS

Applicability and Intent

Multifamily open space and recreation guidelines shall apply to all common open space in multifamily developments in Buckley. Consistent with goals and policies of the City of Buckley Comprehensive Plan, open space and recreation guidelines are intended to:

- Provide open spaces that are attractive, safe, and available to all segments of the population;
- Complement and enhance the city's natural environment and small-town appearance;
- Connect recreation areas and open spaces through trails and sidewalks;
- Provide recreational infrastructure that shows off the City's natural features;
- Provide screening from neighboring single family development to attenuate noise, traffic headlights, and to increase privacy.

Guidelines for all Common Open Space and Recreation Areas

All common open space and recreation areas shall adhere to the following guidelines:

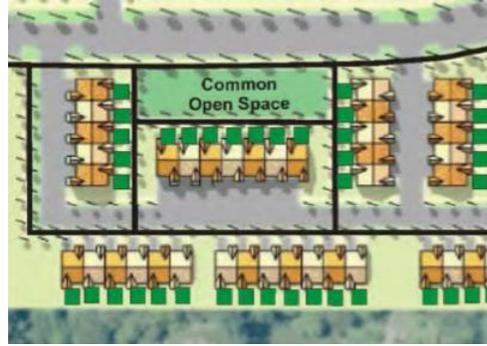
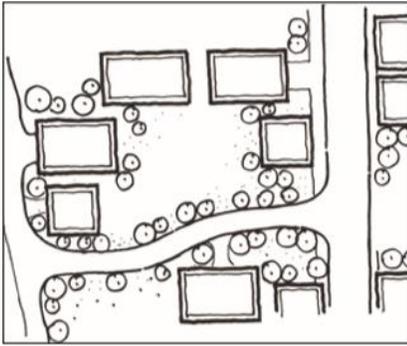
1. A minimum of 120 square feet of common open space per dwelling unit shall be provided for all new multifamily developments applicable under these guidelines. This open space shall include some type of landscape treatment such as grass or another permeable surface, trees, ponds/water features, and/or other maintained landscaped areas.
2. Common open space areas shall be usable and shall not include lands that are designated as sensitive areas, critical areas or have slopes steeper than a 20 percent grade.
3. Recreation areas amounting to a minimum of 60 square feet per dwelling unit shall be set aside for active recreation such as sports courts, playground equipment, swimming pools, trails, gardens, picnic areas, ponds, and other outdoor amenities designed to be actively used and enjoyed by multifamily residents and guests.
4. Multifamily developments subject to these guidelines shall implement a mechanism, acceptable to the planning director, to ensure the continued care and maintenance of privately-owned common open space. A typical example would be creation of a homeowners' association with authority and funding necessary to maintain the common areas.

Guidelines for Common Open Space

Common open space should adhere to the following guidelines:

1. All multifamily buildings should be located within 600 feet of common open space.
2. Common open space should be located adjacent to public rights-of-way and/or along the required setback/yard areas for public rights-of-way.
3. Common open space should be designed so private multifamily open space appears visually integrated with public streetscape landscaping.
4. Common open space should include a variety of dimensions, including long corridors along rights-of-way, larger open areas with similar length and depth, and uniquely shaped areas to fill-out otherwise unbuildable portions of multifamily developments.

Examples of Desirable Common Open Space and Configurations



Desirable Open Space Connections



Desirable Open Space Example 1: Lakeland Hills, Auburn, WA; showing a wide variety of common open space dimensions, shapes and locations, with areas for recreation open space set away from rights-of-way

Desirable Open Space Configuration



Desirable Open Space Example 2: Silver Creek Apartments, South Hill, WA

Guidelines for Recreation Areas

Recreation areas shall adhere to the following guidelines:

1. Every multifamily building shall be located within 600 feet of recreation areas.
2. Recreation areas shall be adjacent to the front or rear yard of at least one multifamily building in the multifamily development.
3. Recreation areas shall be physically connected to other common open space areas in the development through adjacency to other common open space or a pedestrian walkway.
4. Recreation areas shall include, at a minimum, the following amenities:
 - a. Garbage and recycling receptacles
 - b. Park benches and tables
 - c. Bicycle racks

Land included in the calculation for recreation areas should adhere to the following guidelines:

1. Be located toward the center of multifamily developments and not immediately adjacent to public rights-of-way;
2. Include a variety of recreation amenities for all ages, such as pedestrian paths, gardens, water features, swing/play sets, and sports courts;
3. Include some covered areas so recreation areas can be enjoyed year-round.

PARKING

Applicability and Intent

Multifamily parking guidelines shall apply to all off-street parking within multifamily developments in Buckley. Consistent with goals and policies of the City of Buckley Comprehensive Plan and other parking outcomes desired by the City, multifamily parking guidelines are intended to:

- Ensure an appropriate amount of parking for all applicable multifamily developments in Buckley;
- Encourage connectivity within multifamily developments and between multifamily developments and the surrounding neighborhood;
- Create a vibrant, welcoming urban environment; and
- Encourage non-motorized access and enhance the potential for non-motorized transportation options.

Guidelines for all Multifamily Parking

All multifamily developments shall adhere to the following parking guidelines:

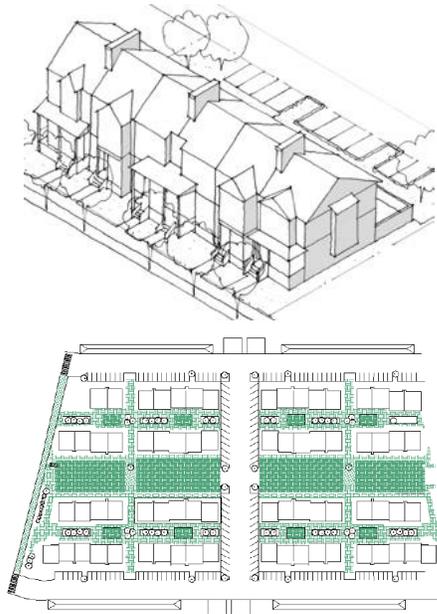
1. A minimum of two (2) parking spaces per dwelling unit shall be provided.
2. A minimum of one guest parking space per every five (5) dwelling units shall be provided.
3. A comprehensive system of pedestrian walkways shall link all site entrances, building entries, parking areas and common outdoor spaces with the public sidewalk.
4. Clearly defined pedestrian connections shall be provided:
 - a) Between public sidewalks and building entrances when buildings are not located directly adjacent to the sidewalk.
 - b) Between parking lots and building entrances.

All multifamily developments are encouraged to adhere to the following parking guidelines:

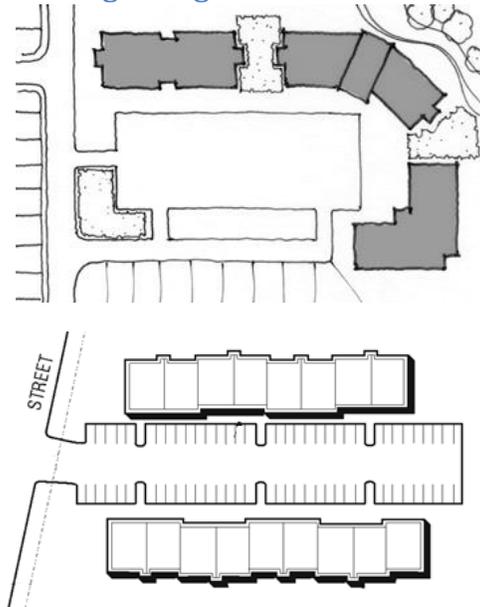
1. Parking areas and garages should be located behind or to the sides of multifamily buildings, located off of alleys, and/or located in the interior portions of multifamily buildings.
2. Parking should be designed to complement pedestrian entries. This applies to public garages and individual private garages, whether they front on a street or private interior access road.
3. Guest parking should be spread throughout multifamily developments rather than concentrated in one or a few central areas.
4. Parking lot lighting shall be placed to create adequate visibility at night and evenly distributed to increase security and pedestrian safety;
5. Developments should provide a safe and convenient network of vehicular circulation that connects to the surrounding road/access network and provides the opportunities for future connections to adjacent parcels, where applicable. For example, large sites (at least 2 acres) should utilize a network of vehicular connections at intervals of no more than every 400 feet.
6. For any configuration where the primary access is off of the same facade as vehicular access, carports may be allowed adjacent to an apartment building if integrally designed to the main structure. Lighted carports are encouraged.
7. Garages and carports should include façade buffer landscaping elements to minimize the appearance of garages.
8. Parking garage entries (both individual private and shared parking garages) should not dominate the streetscape. They should be designed and sited to complement, not subordinate, the pedestrian entry. This applies to both public garages and any individual private garages, whether they front on a street or private interior access road.

- 9. Townhouse developments featuring 2-car garages are encouraged to employ tandem garages to minimize the garage's negative visual impact on the street and visual environment.
- 10. Townhomes and all other multi-family dwelling units with private exterior ground floor entries should provide at least 20 square feet of landscaping adjacent to the entry. This is particularly important for units where the primary entrance is next to private garages off of an interior access road. Such landscaping areas soften the appearance of the building and highlight individual entries.

Examples of Desirable Parking Configurations



Examples of Undesirable Parking Configurations



Example of Desirable Parking Entrance Designs



Example of Undesirable Parking Entrance Designs



ADDITIONAL GUIDELINES

The following guidelines are strongly encouraged for multifamily developments in Buckley:

Façade Articulation and Modulation

Articulation is the visual enhancement of a building façade by including features such as broken rooflines, chimneys, entrances, distinctive window patterns, and other elements that add depth and texture to the building surface. Modulation is the stepping back or projecting forward of portions of a building face, within specified intervals of building width and depth, as a means of breaking up the apparent bulk of a structure’s continuous exterior walls. All residential buildings and residential portions of mixed-use buildings should include the following articulation and/or modulation features at intervals of no more than 30 feet (as applicable) along all facades facing a street, common open space, and common parking areas:

1. Vertical building modulation with distinct changes in the building façade that are tied to a change in color or building material and/or roofline modulation. Balconies should not be used to meet this modulation guideline unless they are recessed or projected from the facade and integrated with the building’s architecture. For example, “cave” balconies or balconies that appear to be “tacked on” to the facade should not be considered sufficient vertical building modulation.
2. Horizontal building modulation through the stepping back or extending forward of building stories or horizontal building elements. The depth (extension out or set back from the building facade) of the modulation should be at least two feet when tied to a change in the roofline and at least five feet in other situations.
3. The use of a distinctive ground floor or lower floor design, consistent articulation of middle floors, and a distinctive roofline.
4. The use of bays, dormers, balconies and other projected or recessed design elements to reduce the building’s mass and add visual interest.
5. Repeating distinctive window patterns.

Examples of Good Façade Articulation and Modulation



Windows

1. Windows on multifamily buildings should be simple in form, use transparent (not reflective) glass, and recessed and treated.
2. To the extent possible, multiple windows on a single wall plane should be regularly spaced and aligned with other windows and doors on the same wall plane. Single or grouped windows on a wall plane should relate to other architectural features such as roof forms, doors, or façade projections.
3. Landscaping adjacent to windows should not impede views from dwelling units.

Desirable Window Treatment and Layout



Undesirable Window Treatment and Layout



Roofs

1. Pitched roofs, with a minimum slope of 5:12, are recommended over flat roofs.
2. Roof lines should be varied within the overall horizontal plane through combinations of roof heights that create variation and visual interest.
3. Modulation of roofline height is preferred at least every 30 feet.

Desirable Roof Modulation and Roof Forms



CITY OF BUCKLEY, WASHINGTON

ORDINANCE NO. ____-20

AN ORDINANCE OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON, ADOPTING MULTIFAMILY DESIGN GUIDELINES AND A NEW CHAPTER 19.49 OF BUCKLEY MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Buckley Planning Commission desires that minimum multifamily guidelines and standards first be adopted in Buckley Municipal Code (BMC) prior to allowing an increase in townhome densities as recently requested through a formal zoning code text amendment application that was considered by the Planning Commission; and

WHEREAS, the City of Buckley Planning Department has seen a significant increase in the amount of interest in multifamily housing in Buckley since the end of 2019 which reinforces the importance of having multifamily guidelines and standards in place as soon as possible; and

WHEREAS, the City of Buckley, unlike most nearby jurisdictions, currently lacks clear or comprehensive design standards or guidelines specific to multifamily housing; and

WHEREAS, the City of Buckley Planning Commission considered the desired outcomes and priorities for multifamily housing in Buckley, informed by multifamily design guidelines of nearby jurisdictions, and then developed and recommended adoption of the Multifamily Design Guidelines and BMC Chapter 19.49 that are both attached to this ordinance; and

WHEREAS, the 60-day notice of intent to adopt these Multifamily Design Guidelines was sent to the Washington State Department of Commerce on May 15, 2020; and

WHEREAS, environmental review was completed and a determination of non-significance was issued, published and posted for adoption of these Multifamily Design Guidelines on June 17, 2020; and

WHEREAS, a public hearing notice was published and posted on June 17, 2020; and

WHEREAS, the Planning Commission conducted a public hearing on these Multifamily Design Guidelines on July 6, 2020; and

WHEREAS, the Planning Commission received no public comments prior to or during the July 6, 2020 hearing and recommended the City Council adopt the attached Multifamily Design Guidelines and BMC 19.49;

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

Section 1. BMC Chapter 19.49, Multifamily Design Guidelines, is adopted as attached to and considered with this Ordinance.

Section 2. City of Buckley Multifamily Design Guidelines are adopted as attached to and considered with this Ordinance.

Section 3. 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 4. 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 5. 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 14th day of July 2020.

Pat Johnson, Mayor

Attest:

Trevia 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:	Agenda Date: July 14, 2020 AB20-058		
Ordinance No. __-20 Adopting an increase in the allowed density for townhomes in the HDR and NMU zones, and approving this density increase in the R-6000 zone as conditioned	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Paul Weed		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival		
	Finance Dept – Sandra Groshong		
	Building Official – Curt Ek		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Leticia Wallgren		X
	Planning Dept – Evan Lewis	X	X
	Police Dept – Chief Northam		
Municipal Court – Jessica Cash			
	PW/Utilities – Chris Banks		
Attachments: Ordinance adopting an increase in the allowed density for townhomes in the HDR and NMU zones, and in the R-6000 zone as conditioned; Staff Report and attachments including Attachment A – Application (with narrative and conceptual townhome layout), and Attachment B – current City of Buckley Zoning Map (as reference)			
SUMMARY STATEMENT: This is an adopting ordinance to increase the allowed density for townhomes in the High Density Residential (HDR) and Neighborhood Mixed Use (NMU) zones, and in the R-6000 zone but only as conditioned. This adopting ordinance stems from a formal zoning code text amendment (ZCTA) request that was received by the City from applicant Hosford Construction, LLC on December 17, 2019 (application file # ZCTA-19-0001). The applicant requested the following: <ol style="list-style-type: none"> Increase the allowed density for townhomes by lowering the townhome minimum lot size to 2,150 square feet per unit for the following zones: HDR (currently 3,000 sf/unit min. lot size), NMU (currently 3,500 sf/unit min. lot size), and R6000 (currently 4,500 sf/unit min. lot size). Reduce the minimum lot width for townhomes in these three zones from the current minimum lot width of 29 feet for attached units to a new minimum lot width of 20 feet. <p>The Planning Commission recommends adoption of the applicant’s request for the HDR and NMU zones as well as conditional approval of the request for the R-6000 zone. The R-6000 zone request could only be adopted if the City of Buckley Comprehensive Plan is first amended to allow the applicant’s requested density in the Comprehensive Plan land use designation in which the R-6000 zone is located.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Planning Commission - Approval Recommended, as conditioned			
RECOMMENDED ACTION: MOVE to Approve Ordinance No. 11-20, Adoption of the density increase, requested through application file # ZCTA-19-0001, for the HDR and NMU zones; as well as approval of the applicant’s R-6000 zone request, but only as conditioned.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	



CITY OF BUCKLEY TOWNHOMES DENSITY INCREASE

JULY 14, 2020 COUNCIL MEETING

ZONING CODE TEXT AMENDMENT REQUEST OVERVIEW

- Application received 12/17/2019
- From applicant Hosford Construction, LLC
- Applicant requested an increase to the allowed density for townhomes in 3 Zones



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

**CITY OF BUCKLEY
MASTER LAND USE APPLICATION**

File # ZCTA-19-0001

Check all that apply:

REZONE

ZONING CODE AMEND

CRITICAL AREAS PERMIT

VARIANCE

SITE PLAN

OTHER:

Please print or type a response to each question as thoroughly as possible. If you need further information, please contact the City at 360-829-1921. A preliminary meeting with staff, prior to application, is recommended.

No application shall be examined or considered by the city until the following intake fees and deposit fees have been paid in full by the applicant.

1. Applicant/Property Owner: Hosford Construction, LLC E-Mail: josh@hosfordconstruction.com
Phone # 253-632-1562 Address: 1155 Porter St
Enumclaw, WA 98022

2. Applicant (if other than property owner): _____ E-Mail: _____
Phone # _____ Address: _____

3. Surveyor/Engineer: Jim Schemmer E-Mail: jt.schemmer@sceng
Phone # 360-7084386 Address: 301 36th Street, Suite C
Anacortes, WA 98221

4. Location/Address of Project: _____ PC Assessor's Parcel No(s): _____

5. Legal description (attach additional sheets if necessary): _____

6. If rezone or zoning code amendment; Description of requested change (attach additional sheets if necessary): _____

7. Project Description/Activity: additional sheet attached

8. Provide site plan and project design specifications: check

9. Provide a complete environmental checklist for SEPA review*: check
*(if required by the City)

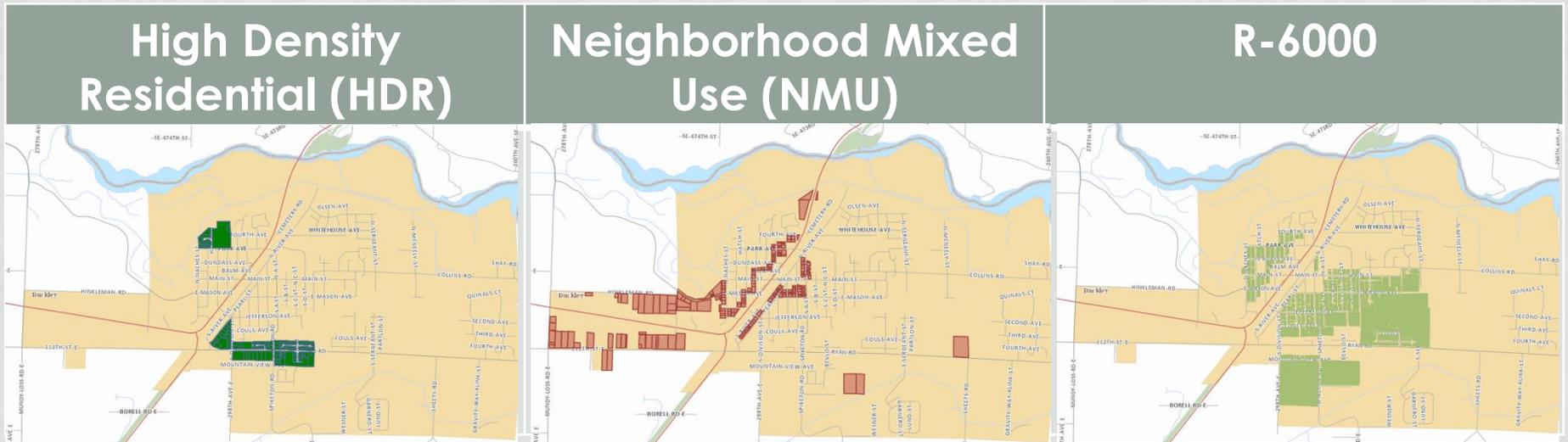
10. Provide completed application checklist: check

11. *If clearing, grading and/or filling:

Revised 08/10/03/12/2014/0722/2016/0405

ZONING CODE TEXT AMENDMENT

Requests that BMC allow 2,150 sq. ft. minimum lot size and 20 ft. lot widths for townhomes in 3 zones:



High Density Residential (HDR)

Neighborhood Mixed Use (NMU)

R-6000

Current Code Townhome Limits:
 Min lot size/unit: 3,000 sf
 Min lot width: 29 ft.

Current Code Townhome Limits:
 Min lot size/unit: 3,500 sf
 Min lot width: 29 ft.

Current Code Townhome Limits:
 Min lot size/unit: 4,500 sf
 Min lot width: 29 ft.

STAFF & PLANNING COMMISSION REVIEW CONSIDERATIONS

This request....

1. Is consistent with Buckley Municipal Code
2. Is roughly consistent with the max densities allowed by some nearby jurisdictions
3. Helps to...
 - a) Ensure future sufficient housing capacity
 - b) Ensure more new housing units are located near commercial areas and existing infrastructure
 - c) Promote a greater diversity of housing options
 - d) Foster more affordable housing options
 - e) Alleviate some growth pressure in the most undeveloped areas of Buckley

STAFF & PLANNING COMMISSION REVIEW CONSIDERATIONS

This request...

1. Is consistent with the Comprehensive Plan for HDR and NMU Zones
2. Is **NOT** consistent with the Comprehensive Plan for the R-6000 zone



City of Buckley
P.O. Box 1960 • Buckley, WA 98321
(360) 829-1921 ext. 7801

2015 Comprehensive Plan

Contents:

1. General introduction to the comprehensive plan
2. Element 1, Land use element
3. Element 2, Housing element
4. Element 3, Economic development element
5. Element 4, Urban development element
6. Transportation element – To be updated
7. Element 6, Parks element
8. Utilities element – To be updated
9. Capital facilities element – To be updated
10. Maps

Approved under Ordinance 31-15 on December 8, 2015.

Mayor Pat Johnson

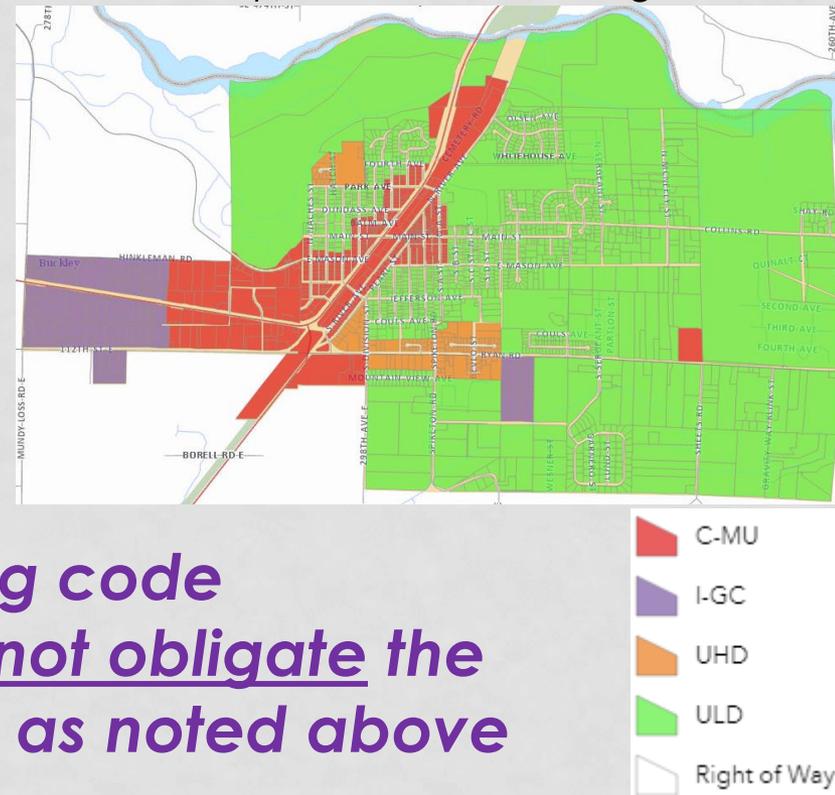
Council Position #1: Nora Lyn Rose
Council Position #2 - Cristi Boyle Barrett (Mayor Pro Tem)
Council Position #3 – Marvin Sundstrom
Council Position #4 – James Montgomery
Council Position #5 – John Leggett
Council Position #6 – Milt Tremblay
Council Position #7 – Bryan Howard

STAFF & PLANNING COMMISSION REVIEW CONSIDERATIONS

Request for R-6000 cannot be adopted until and if:

- a) R-6000 zone density is consistent with its comp plan land use designation
- b) BMC 19.06 comp plan amendment process is followed

Comp Plan Land Use Designations



Council adoption of this zoning code amendment ordinance does not obligate the City to amend the comp plan as noted above

PLANNING COMMISSION RECOMMENDATION

1. Adopt the requested townhome min lot size and lot width for the HDR and NMU zones
2. ***Conditionally*** approve the requested townhome min lot size and lot width for the R-6000 zone**

****Council's adoption of the ordinance before you on 7/14/20 would adopt the applicant's requested townhome density increase for only the HDR and NMU zones***

*****If the comp plan is eventually amended consistent with the applicant's request for the R-6000 zone, Council may then adopt a separate ordinance approving the applicant's request for R-6000 without further Planning Commission review***

COUNCIL PACKET MATERIALS

1. Ordinance
2. Staff report
3. Applicant's application and example townhomes concept
4. Buckley zoning map (as reference)

Any Questions?

CITY OF BUCKLEY, WASHINGTON

ORDINANCE NO. ____-20

AN ORDINANCE OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON, INCREASING THE ALLOWED DENSITY FOR TOWNHOMES IN THE HDR, NMU AND R6000 ZONES, AS CONDITIONED; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on December 17, 2019 the City of Buckley received an application from Hosford Construction, LLC requesting an amendment to Buckley Municipal Code (BMC) allowing for 20 foot-wide townhouse (townhome) units on 2,150 square foot lots in all zones that allow townhomes; and

WHEREAS, the applicant’s reasoning for this request, as attached to this ordinance, mentions that their requested townhome density is consistent with nearby jurisdictions and the City of Buckley Comprehensive Plan, and further mentions the affordable housing benefits from allowing this increased density for townhomes; and

WHEREAS, BMC currently allows townhomes in the following zones: High Density Residential (HDR), Neighborhood Mixed Use (NMU), R6000, and R8000; and

WHEREAS, BMC currently limits townhome densities, through minimum lot sizes per unit, as follows: 3000 sf/unit for HDR, 3500 sf/unit for NMU, 4500 sf/unit for R6000, and 6000 sf/unit for R8000; and

WHEREAS, the City of Buckley Planning Commission reviewed the applicant’s request, and while the Planning Commission was generally supportive of this increased townhome density, it only supports this increase in the HDR, NMU and R6000 zones – not in the R8000 zone since that would be too significant of a townhome density increase relative to what R8000 currently allows; and

WHEREAS, on June 10, 2020 the applicant modified their initial application to only request their proposed townhome density in HDR, NMU and R6000 zones – not R8000; and

WHEREAS, the City of Buckley Planning Commission recommends that the requested townhome density increase should only be adopted if the City first adopts minimum design guidelines for multifamily housing – separately from this zoning code text amendment ordinance; and

WHEREAS, adoption of the requested density increase in the R6000 zone, which is an implementing zone for the Urban Lower Density (ULD) land use designation in the City of Buckley Comprehensive Plan, would first require an amendment to the City of Buckley Comprehensive Plan; and

WHEREAS, the City of Buckley Planning Commission recommends approval of the applicant's request to increase the allowed townhome density by lowering the minimum lot sizes for townhomes to 2,150 sf/unit, and by lowering the minimum lot width for townhomes to 20 ft. in the HDR, NMU and R6000 zones, but only if the following conditions are met:

Condition #1: The City of Buckley must adopt multifamily design guidelines prior to approving the applicant's requested townhome density increase; and

Condition #2: The City of Buckley Comprehensive Plan must be amended before the requested density increase can go into effect for the R6000 zone, and this Comprehensive Plan amendment must follow the Comprehensive Plan Amendment process stated in BMC 19.06.

WHEREAS, environmental review was completed and a determination of non-significance was issued, published and posted for this request on June 17, 2020; and

WHEREAS, the 60-day notice of intent to adopt this zoning code text amendment was sent to the Washington State Department of Commerce on May 15, 2020; and

WHEREAS, a public hearing notice was published and posted on June 17, 2020; and

WHEREAS, the Planning Commission conducted a public hearing on this proposal on July 6, 2020; and

WHEREAS, the Planning Commission received no public comments prior to or during the July 6, 2020 hearing and recommended the City Council adopt the applicant's request to lower the minimum lot size for townhomes to 2,150 sf/unit, and lower the minimum lot width to 20 ft., in the HDR and NMU zones and, as conditioned, in the R6000 zone.

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

Section 1. BMC 19.20.050(2)(a)(i)(B), for the NMU zone, is amended as follows:

"For townhomes, the minimum lot area per dwelling unit shall be ~~3,500~~2,150 square feet."

Section 2. BMC 19.20.050(2)(b)(i)(B), for the lot width requirement in the NMU zone, is amended as follows:

“20 feet for townhomes or ~~twenty-nine~~29 feet when other types of attached units are provided.”

Section 3. BMC 19.20.060(2)(a)(i)(E), for the HDR zone, is amended as follows:

“For townhomes, the minimum lot area per dwelling unit shall be 3,000,150 square feet.”

Section 4. BMC 19.20.060(2)(b)(i)(A), for lot width requirements in the HDR zone, is amended as follows:

“Minimum lot width: 45 feet, except for attached dwellings, then the width can be reduced to 20 feet for townhomes or 29 feet for other types of attached dwellings.”

Section 5. BMC 19.20.020(2)(a)(i)(D) and BMC 19.20.020(2)(b)(i)(B), for the R6000 zone, shall only be amended to reflect the applicant’s requested minimum townhome lot size and width, as recommended by the Planning Commission, after and if the City of Buckley Comprehensive Plan is first amended, according to a process prescribed in BMC 19.06, to allow this level of density within the R6000 zone in accordance with comprehensive plan land use designations. Upon approval of the comprehensive plan amendment, the City Council may adopt a separate zoning ordinance approving the applicant’s requested minimum townhome lot size and width without further review and recommendation from the Planning Commission.

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 _____ day of _____ 2020.

Pat Johnson, Mayor

Attest:

Treva Percival, City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

PUBLISHED: _____

EFFECTIVE: _____



City of Buckley Development Code Amendment Zoning Code Text Amendment Re. Townhome Density

To: Honorable Pat Johnson, Mayor
City Council Members

From: Planning Department Staff

Subject: Findings, Conclusions and Recommendations regarding an amendment to BMC Title 19 to increase allowed townhome density

Applicant for Zoning Code Text Amendment Request: Hosford Construction LLC (File # ZCTA-19-0001)

Council Meeting Date: July 14, 2020

Hearing Date: July 6, 2020

Proposal Description: Zoning Code Text Amendment to update BMC Title 19 to reduce the minimum lot size and minimum lot width for townhomes in three zones that allow townhomes including HDR, NMU and R-6000 zones

State Environmental Policy (SEPA) Threshold Determination: SEPA DNS Issued June 17, 2020

Staff Recommendations Included: Approval of the increase in allowed townhome density in the HDR and NMU zones, and conditional approval in the R6000 zone, as shown in the attached ordinance

Attachments: A. Application, with narrative and conceptual townhome layout
B. City of Buckley Zoning Map

Planning Commission Recommendation to City Council: Approval of the increase in allowed townhome density in the HDR and NMU zones, and conditional approval in the R6000 zone, as shown in the attached ordinance

Signed:


Mark McPhail, Commission Chair


Date

FINDINGS

FINDINGS

I. Proposal Background

A. Background and Process

The City of Buckley Planning Department received an application on December 17, 2019 from applicant Hosford Construction LLC (application File # ZCTA-19-0001) which requested an amendment to Buckley Municipal Code (BMC) Title 19 to increase the allowed density for townhomes in all four zones that currently allow townhomes including High Density Residential (HDR), Neighborhood Mixed Use (NMU), R-6000 and R-8000. The applicant later removed R-8000 from this request.

The applicant specifically requested to:

1. Lower the minimum lot size for townhomes to 2,150 square feet per unit for the HDR, NMU, and R6000 zones; and
2. Lower the minimum lot width for the HDR, NMU, and R6000 zones from the current minimum lot width of 29 feet for attached townhome units to a new minimum lot width of 20 feet for attached townhome units.

Along with their application form, the applicant provided an example townhome conceptual site plan, as shown in Attachment A, which reflects two versions of a townhome development on NMU zoned lots under Buckley's current code standards and under the proposed new standards. The applicant also provided a narrative which states the following points:

1. The applicant's requested density increase is consistent with townhome densities in other Pierce County jurisdictions.
2. The requested density increase is consistent with and helps to implement City of Buckley Comprehensive Plan goals.
3. Allowing for more townhome units in the proposed zones will "keep infrastructure costs to a minimum" and provide more affordable housing.

The City of Buckley Planning Commission was presented with this zoning code text amendment request at the January 13, 2020 Planning Commission meeting, and discussions continued at the January 27 and February 10 Planning Commission meetings. The applicant appeared in person for two of these meetings to provide further context to the Planning Commission and to answer questions about their application. The Planning Commission also requested and heard from planning staff about estimated buildable acreage in Buckley, and the number of units supported by that buildable acreage, in relation to the applicant's request for increased townhome density.

Based on its initial discussions in 2020, the Planning Commission generally supported the applicant's proposal yet felt that before recommending approval it would be necessary to have certain minimum standards in place for multifamily open space, recreation amenities and parking. Therefore, with assistance from planning staff, the Planning Commission developed multifamily design guidelines during the winter and spring of 2020, and these guidelines are found in a separate recommendation from the Planning Commission to the City Council.

Following the development of Multifamily Design Guidelines, the Planning Commission resumed and completed its discussions and recommendations for the initial zoning code text amendment request in May and June 2020.

B. Current Code Requirements Related to Request

Currently in BMC, minimum lot widths for attached units in the HDR, NMU and R-6000 zone are 29 feet. **Table 1** below shows current minimum lot sizes per unit for townhomes in these same zones.

Table 1: Minimum Lot Sizes for Townhomes

Zone	Minimum Lot Sizes
HDR	3,000 sf/unit
NMU	3,500 sf/unit
R-6000	4,500 sf/unit

Additionally, BMC currently defines a ‘townhome’ as, “A type of attached multifamily dwelling in a row of at least two, but not more than four, such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common fire-resistant walls.”

If fully adopted, the applicant’s request would reduce the minimum lot width for attached townhome units in these three zones to 20 feet, and it would reduce the minimum lot size per unit to 2,150 square feet in these three zones. The applicant did not request a change to the definition of townhomes.

II. Proposal Evaluation

Staff evaluation is provided on the following aspects of the applicant’s proposal – as brought up by the applicant or inquired about by the Planning Commission in relation to existing code: Buildable lands and available housing capacity, comparison to nearby jurisdictions, and consistency with the City of Buckley Comprehensive Plan.

A. Buildable lands and impact on housing units

In considering this request to increase townhome density in three zones, it is important to get a general sense of what impact that density increase may have on future housing capacity in Buckley. The most recent detailed housing capacity analysis occurred with the 2014 Pierce County Buildable Lands Report. The report took housing trend data in each zone from 2006-2012 to establish an “assumed density” for each zone for the year 2030; so therefore densities were estimated based on what had occurred in years prior to 2014 rather than the maximum possible density for each zone. This 2014 report was based on permit data the City provided to Pierce County through 2012, and it yielded the following table of housing unit capacity for each zone.

Table 2: City of Buckley: Housing Unit Capacity (2014)

Zoning District	Adjusted Net Acres	Assumed Density ¹	Unit Capacity	One Dwelling Unit per Vacant (Single Unit) Lot	Pipeline	Housing Capacity
R-6,000	35.84	5	179	4	171	354
R-8,000	152.17	4	609	2	65	676
R-20,000	26.82	2	54	69	0	123
HDR	6.25	5	31	0	0	31
NMU	26.94	6	162	0	0	162
HC	0.02	5	0	0	0	0

¹ The 2014 housing capacity totals in Table 2 reflect “assumed densities” that are based on actual development trends in each zone from 2006-2012, not maximum densities. This same detailed analysis necessary to establish new “assumed densities” has not been conducted since 2014.

Zoning District	Adjusted Net Acres	Assumed Density ¹	Unit Capacity	One Dwelling Unit per Vacant (Single Unit) Lot	Pipeline	Housing Capacity
CC	1.39	5	7	0	0	7
P	N/A	N/A	N/A	0	2	2
Total Housing Capacity						1,354

The Pierce County Buildable Lands Report estimated the City of Buckley’s housing need at 1,321 units and, given the projected 2030 housing capacity of 1,354 units, Buckley had sufficient housing capacity as of 2014.² However, increasing the allowed density for townhomes right now could be a helpful start to ensure the City has sufficient housing capacity in the future.

Buckley should expect continued pressure on its housing supply. Under the preferred growth alternative in the draft Puget Sound Regional Council (PSRC) Vision 2050, Pierce County would absorb approximately 21 percent of the region’s projected population growth through 2050, totaling 364,000 people. 14 Pierce County jurisdictions classified as “Cities and Towns” in Vision 2050, including the City of Buckley, would collectively need to absorb 7 percent of that growth, or 25,000 people. It is a year or two too early to know Buckley’s future population and housing unit targets based on this expected growth as there are many factors, and some negotiation, that will play into those targets. However it is highly likely that Buckley’s future housing target will increase, and Buckley’s housing capacity will need to keep up with that target.

Increasing the allowed densities for townhomes would be a positive first step toward ensuring that Buckley has sufficient housing capacity in the next 25-30 years. Based on a very rough estimate of remaining buildable land and considering current and proposed new densities under this ZCTA, staff estimates that the requested townhome density could accommodate up to 500 additional units over what code currently allows. While it’s most likely that only a small fraction of these additional housing units will be realized, accommodating even a small amount of Buckley’s future growth by allowing additional townhome density has economic, social and environmental benefits, for instance:

1. Allowing increased townhome density in zones located close to the urban core and along Highway 410, which are areas already served by commercial services and critical infrastructure, should keep housing affordable and reduce overall impacts.
2. Townhomes are a type of middle housing that provide the cost and space efficiency of more traditional multifamily housing. They provide a good third option for residents who may not want to take on the burden or commitment of a single family detached home yet also do not want to live in more traditional multifamily with several stacked units within a single structure.
3. Accommodating more townhomes in and near already developed areas of Buckley may help alleviate some of the growth pressure in the undeveloped, outlying areas of Buckley which have seen the greatest growth pressure in recent years. Many outlying areas within Buckley’s UGA are not fully served by critical infrastructure and also contain environmental critical areas that require protection or mitigation, as well as farms and other open spaces that many residents would like to see preserved.

B. Townhome Density Comparison to Nearby Cities

The requested townhome density increase would bring the City of Buckley in line with maximum townhome and/or multifamily densities allowed by nearby cities including Bonney Lake and Sumner, although it would allow higher densities than what appears to be allowed by Enumclaw and Orting, as shown in **Table 3**:

² While there was a legislative rezone of 148 parcels in 2015 and 2016, planning staff estimates those legislative rezones likely did not result in any significant net change in housing capacity.

Table 3: Comparison of Maximum Townhome (or other Multifamily) Densities by City

City	Allowed Townhome or Multifamily Densities (zone densities)	Minimum Townhome Lot Widths
Buckley (w/ZCTA)	HDR, NMU, R6000: 2,150 sf min lot size (equivalent to 20 units/gross acre, or <i>very roughly</i> 14 units/net acre) ³	HDR, NMU, R-6000 zones: 20 ft
Bonney Lake	R2 and C1 zones: 9 units/net acre R3, C2, MC and E zones: 10-20 units per net acre	R2 zone: 55 ft R3 zone: 20 ft C1 zone: 100 ft C2, MC and E zones: NA
Enumclaw	R4 zone: 14.5 units/acre (3000 sf min lot size)	R4 zone: 30 ft
Sumner	MDR zone: 15 units/ <i>net</i> acre (2,900 sf <i>net</i> min lot size) HDR zone: 25 units/ <i>net</i> acre (1,740 sf <i>net</i> min lot size) ESUV zone: 26 unit/ <i>net</i> acre	MDR & HDR zone: No limit for townhomes as long as density requirements are met ESUV zone: 45 ft
Orting	RU zone: 6 units/acre (7,260 sf min lot size) RFM zone: 6 units/acre (7,000 sf min lot size) for townhomes; but higher densities for other multifamily including 11 units/acre (4,000 sf min lot size) for first unit and 22 units/acre (2,000 sf min lot size) for each additional unit	RU zone: No minimum RFM zone: 40 ft

For the cities shown in **Table 3**, zones that allow these higher townhome densities are generally located near the urban core and well-served by existing infrastructure – which is the case with most areas zoned HDR, NMU and R-6000 in Buckley.

III. Zoning Code Amendment Review Criteria

All zoning code amendments must conform to the city’s comprehensive plan. The only criteria specified for zoning code amendments generally are found in BMC 19.52. Such criteria are more applicable to site-specific rezones, but staff has provided an answer to the applicable criteria below.

19.52.010 – Determination – Final action

In determining what, if any, amendments to this title are to be adopted, the city council shall give due consideration to the proper relationship of such amendments to the comprehensive plan and to this entire title, it being the intent to retain the integrity and validity of the zoning districts herein described, and to avoid any isolated spot zoning changes in the zoning map. Any amendments adopted by the council may be modified from the form in which they were advertised within the limits necessary to relate properly such amendment or amendments to this title. Final action on such modifications shall be subject to review and report of the planning commission prior to final passage by the council.

Staff Response: A key part of the applicant’s reasoning for this zoning code text amendment was consistency with the Comprehensive Plan. As detailed in the next section, the requested townhome density increase for the HDR and NMU zones is consistent with the comprehensive plan while the requested density for R6000 is not and therefore requires a condition of approval that is described later.

³ Buckley’s allowed densities are based on a min lot size per unit, while other cities define density based on units per acre. Thus the approximate units per gross & net acre shown for Buckley are rough estimates in order to provide more of an apples-to-apples comparison with other cities.

19.52.020 – Priority of first application; 19.52.030 – Conditional rezone – Approval; 19.52.040 – Conditional rezone – Concomitant agreement; 19.52.050 – Conditional rezone – Indication on zoning maps

Staff Response: Criteria listed in BMC 19.52.020-050 is relevant to site-specific rezones, not to this type of zoning code text amendment to increase allowed densities throughout certain zones.

IV. Consistency with the Comprehensive Plan

The applicant's request to increase the allowed density for townhomes in the HDR and NMU zones to 2,150 sf/unit is consistent with the Comprehensive Plan, described as follows:

1. The HDR zone is an implementing zone for the Urban Higher Density (UHD) comprehensive plan land use designation, and the comprehensive plan shows UHD density ranges from 2,150-8,600 sf/unit.
2. The NMU zone is an implementing zone for the Commercial & Mixed Use (C&MU) comprehensive plan land use designation where higher density residential is allowed and which provides a buffer between commercial areas and lower density residential areas. NMU zoned parcels are also found within the Industrial and General Commercial (I&GC) comprehensive plan land use designation. The comprehensive plan states that I&GC is "not conducive to residential development." Therefore, specific project proposals will be evaluated for consistency with the comprehensive plan, and if a townhome project is proposed within the I&GC land use designation, it will likely not be recommended for approval under the current comprehensive plan. The existing review and recommendation processes for townhome developments would sort out whether townhomes are or are not appropriate for an area based on the comprehensive plan land use designation.

The request to increase the allowed townhome density in the R-6000 zone is not consistent with the Comprehensive Plan. R-6000 is an implementing zone for the Urban Lower Density (ULD) comprehensive plan land use designation. The Comprehensive Plan describes ULD as allowing single family, duplexes, and multiplexes, with density ranges from 4,500 to 20,000 sf/unit,. Additionally, the comprehensive plan refers to R-6000 as allowing "lower-density multifamily." It would be reasonable to conclude that allowing the city's maximum possible density in a land use designation named and described as "lower density" would not meet the intent of ULD. While the comprehensive plan could be more clear on what housing types and densities are intended for ULD, it is reasonable to conclude that townhome densities of 2,150 sf/unit in the R-6000 zone would be inconsistent with the comprehensive plan as currently written.

The Planning Commission supported the applicant's requested density in the R-6000 zone, although given the inconsistency with the comprehensive plan, a condition would need to be added to Council's consideration of the applicant's request specific to the R-6000 zone.

In addition to land use designations in the comprehensive plan, the proposed zoning code text amendment is consistent with the following Comprehensive Plan goals and/or or policies.

Goal 1.1: *Buckley should provide a healthy and productive environment for its citizens and preserve its small town character.*

Staff response: Townhomes are a form of multifamily housing that are generally seen as a better fit for small towns as opposed to traditional multifamily with several stacked units within individual structures. Allowing higher densities for this small town-oriented form of multifamily

Zoning Code Text Amendment to Increase Townhome Density
July 6, 2020

may encourage more of this form of multifamily housing in the future over more traditional multifamily.

Policy 1.1.1 – Buckley should preserve its small town character through the following:

2. Integrate additional density in the residential zones in a manner that protects the single family areas from commercial encroachment.

Staff response: Allowing increased townhome density in zones, which are already located near or along highway 410 where most commercial development is already found, will further encourage commercial development in areas where such commercial development is preferred, and alleviate commercial pressures on areas where it is not preferred.

Goal 1.5: Housing types should be mixed and meet the needs of all segments of the population.

Staff response: Accommodating future growth by allowing more townhomes will provide a form of housing that is appropriate for individuals and young families that do not want to take on the full burden of a single family home, as well as the future housing needs of older residents who wish to downsize from single family yet remain in the City of Buckley.

Policy 1.5.10 – The city should encourage development of affordable housing.

Staff response: Increasing allowed townhome densities would increase the supply of a housing type that is generally more affordable than single family residential. It would also help the City stay on pace with expected future demands on housing capacity as Buckley absorbs its share of the region's expected growth over the next 2-3 decades. Ensuring that housing supply stays ahead of future demand should help keep housing affordable.

Goal 1.9: Coordinate an orderly provision of public facilities with public and private development activities that complements the fiscal resources of the city.

Policy 1.9.3: Development approvals should be contingent upon facilities already being in place as the development occurs.

Staff response: Increasing allowed townhome densities in the HDR, NMU and even R-6000 zones would encourage higher densities in areas that have or are generally closer to existing public facilities such as water, sewer, transportation and public safety facilities and services.

Goal 2.3: Promote creation of affordable housing options throughout the city for all segments of the population.

Staff response: Accommodating future growth by allowing more townhomes will provide a form of housing that is appropriate for individuals and young families that do not want to take on the greater burden of a single family home, as well as future housing needs of older residents who wish to downsize from single family yet remain in the City of Buckley.

Goal 2.5: Areas identified as vacant or underused in the county's buildable lands program should be prioritized (targeted) for development.

Staff response: As shown in **Table 2**, the 2014 Pierce County Buildable Lands Report showed a significant amount of vacant or underutilized land in the NMU zone (27 acres) and R-6000 zone (26 acres), with a smaller amount of capacity in the HDR zone (6 acres).

Goal 3.1: *Promote, develop, and enhance a strong and sustainable economic climate.*

Staff response: Fulfilling many of the economic development policies is facilitated through increased density and housing options near the city's existing commercial areas. Development of townhomes in higher density areas that already allow townhomes is consistent with the fulfillment of the City's economic development goals.

Goal 4.1: *Enhance the built environment to promote the economic and social vitality along the main street commercial core.*

Staff response: Economic and social vitality in the City's commercial core is enhanced when there is more density and housing options near the city's commercial areas; which is provided by developing townhomes on vacant or underutilized parcels that are preferred for higher density residential.

Goal 4.5: *New development in the City of Buckley should strengthen the small town character and foster community interaction.*

Staff response: Townhomes are generally seen as a type of multifamily that fits well in small towns; rather than more traditional multifamily housing with multiple stacked units in the same structure. Furthermore, accommodating increased density in areas closer to the urban core and existing services can foster more community interaction; both in terms of bringing people in greater physical proximity, but also making people less car-dependent for accessing services and allowing more opportunities for community interaction outdoors.

V. Title 20 Process

Development code text amendments are a C-1 process under BMC which requires a recommendation by staff, an open record public hearing with the Planning Commission, and a final decision by the City Council. These requirements for C-1 processes were followed for this townhome density zoning code text amendment.

VI. Public Notices

A notice of public hearing and SEPA determination of non-significance (DNS) notices were both posted and published on June 17, 2020. Additionally a 60-day notice for this zoning code text amendment was sent to the Washington State Department of Commerce on May 15, 2020. On May 19, 2020, the Washington State Department of Commerce emailed a note of support for allowing an increase in townhome densities.

VII. Public Comments

No public comments were received regarding this zoning code text amendment request.

VIII. State Environmental Policy Act (SEPA)

This requested zoning code text amendment underwent SEPA review and a SEPA DNS was issued June 17, 2020.

CONCLUSIONS AND RECOMMENDATION

I. Comprehensive Plan

The requested zoning code text amendment for the HDR and NMU zones is consistent with and implements the City of Buckley Comprehensive Plan, as detailed in the Findings section. The requested amendment for the R-6000 zone is inconsistent with the description of the ULD land use designation in the comprehensive plan, and therefore warrants a condition of approval as shown below.

II. Buckley Municipal Code

Based upon a review of facts and findings, the requested zoning code text amendment is consistent with Buckley Municipal Code.

III. Staff Recommendations

1. Based on the above Findings of Fact and Conclusions of Law, staff recommends approval of this zoning code text amendment request, as proposed, for the HDR and NMU zones.
2. Based on the above Findings of Fact and Conclusions of Law, staff recommends that approval of the zoning code text amendment request in the R-6000 zone be subject to the condition that the Comprehensive Plan must first be amended to show that the requested townhome density in R-6000 is consistent with density provisions and descriptions of the comprehensive plan land use designation(s) in which R-6000 zoned areas are located.



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

**CITY OF BUCKLEY
MASTER LAND USE APPLICATION**

File # ZCTA-19-0001

Check all that apply:

REZONE

VARIANCE

ZONING CODE AMEND

SITE PLAN

CRITICAL AREAS PERMIT

OTHER:

Please print or type a response to each question as thoroughly as possible. If you need further information, please contact the City at 360-829-1921. A preliminary meeting with staff, prior to application, is recommended.

No application shall be examined or considered by the city until the following intake fees and deposit fees have been paid in full by the applicant.

1. Applicant/Property Owner: Hostford Construction LLC E-Mail: josh@hostfordconstruction.com
Phone # 253 632 1562 Address: 1155 Porter St
Enumclaw, Wa 98022

2. Applicant (if other than property owner): _____ E-Mail: _____
Phone # _____ Address: _____

3. Surveyor/Engineer: Jim Schemmer E-Mail: jt.schemmer@sceng
Phone # 360-7084386 Address: 301 30th Street, Suite C
Anacortes, Wa 98221

4. Location/Address of Project: _____ PC Assessor's Parcel No(s): _____

5. Legal description (attach additional sheets if necessary): _____

6. If rezone or zoning code amendment; Description of requested change (attach additional sheets if necessary): _____

7. Project Description/Activity: additima / sheet attached

8. Provide site plan and project design specifications: check

9. Provide a complete environmental checklist for SEPA review*: check

*(if required by the City)

10. Provide completed application checklist: check

11. *If clearing, grading and/or filling:

Revised 08/10, 03/13; 20140722, 20160405

Estimate number of cubic yards: _____ if over 500 cubic yards, attach SEPA checklist.

() Regraded () Removed from site () Imported to site () Other

Maximum height of fill _____ Maximum depth of cut _____

Square footage of area to be covered with impervious surface _____

12. Describe and identify on site plan any streams, drainage course or wetlands known or suspected within 200 feet of the property and indicate whether or not the project will effect or impact any of these as well as alter the flow of stormwater across the property: _____

13. Identify whether or not the project will effect or impact the flow of stormwater across the property. If the project will impact a flow please indicate on the site plan the current drainage pattern and how the project will effect the flow: _____

Note: Please refer to the current Taxes, Rates and Fee Schedule for the total fee associated with this permit for which the applicant is responsible.

SIGNATURE OF APPLICANT*

DATE

- (Must be the owner of the property or have a documented legal ownership interest verified by the City)

Agency Use Only:

Application fees/deposits:

Amount Received:

	Amount Received:	Date received
<input type="checkbox"/> Subdivision (Full/Short)	_____	_____
<input type="checkbox"/> Boundary Line Adjustment	_____	_____
<input type="checkbox"/> Binding Site Plan	_____	_____
<input type="checkbox"/> SEPA Review (checklist)	_____	_____
<input type="checkbox"/> Rezone	_____	_____
<input type="checkbox"/> Variance	_____	_____
<input type="checkbox"/> Conditional Use Permit	_____	_____
<input checked="" type="checkbox"/> Zoning Code Amend	1,000.00	12/17/19 #3168
<input type="checkbox"/> Site Plan	_____	_____
<input type="checkbox"/> Critical Areas Permit	_____	_____

Application packet materials (check if received):

Completed application checklist

MASTER LAND USE APPLICATION CHECK LIST*

- | | |
|---|---|
| <p>A. Completed application form _____</p> <p>B. Ownership and consent statement _____</p> <p>C. Site Plan Map (consisting of):</p> <p style="padding-left: 20px;">1 - reproducible tracing _____</p> <p style="padding-left: 20px;">8 - prints of proposed _____</p> <p style="padding-left: 20px;">2 - 11" x 17" reductions _____</p> <p style="padding-left: 40px;">or _____</p> <p style="padding-left: 20px;">1 - Electronic PDF of all Maps _____</p> <p style="padding-left: 20px;">1 - transparency of plan/vicinity maps _____</p> <p>Note* reproducible prints shall be 18" X 24" and allow 3" border, left side (prepared by engineer or land surveyor)</p> <p style="text-align: center;">Map Contents:</p> <p>1. Vicinity sketch (w/ N arrow) _____
(all adj. subdivisions, major structures, watercourses, drainage, etc.)</p> <p>2. Names, addresses, phone numbers of subdivider and Surveyor/Engineer _____</p> <p>3. Names and owners of property within 300 ft. _____</p> <p>4. Boundary lines to scale of tract to be subdivided. _____</p> <p>5. Location, width and names of existing streets, right-of-ways, within or adjacent to, perm buildings, watercourses, power lines, railroads, section lines. _____</p> <p>6. Existing contours (Solid) proposed contours (dotted) at intervals of 1 ft. (unless otherwise approved by the City), contours are to extend 100 ft beyond _____</p> <p>7. Profiles/grades of streets _____</p> <p>8. Parcels for dedication/reserved for public or deeded for common use with purpose, conditions, or limitations _____</p> <p>9. Existing and proposed easements _____</p> <p>10. Date, scale, north arrow and meridian _____</p> <p>11. Source of water supply (letter of water availability) _____</p> <p>12. Method of sewage disposal (letter of sewer availability) _____</p> <p>13. Zoning of existing and proposed _____</p> | <p>14. Existing structures and conditions delineated (w/note indicating whether structures are to be removed) _____</p> <p>15. Natural drainways and water courses, including drainage ditches. _____</p> <p>16. Proposed restrictive covenants or appropriate limitations and conditions for the use of the land _____</p> <p>17. Number of gross and net lots per/acre, amount of land and total area of each lot _____</p> <p>18. Lots numbered consecutively from 1,2,... _____</p> <p>19. Conceptual Utilities Plan, identifying both existing and proposed (water, sanitary sewer, gas, stormwater, etc.) _____</p> <p>20. Legal description of original and *proposed _____</p> <p>21. Identification and delineation of critical areas (w/type & buffer if applicable) _____</p> <p>22. Title Report or Plat Certificate (no older than 30 days) _____</p> <p>23. Building setback line on all proposed lots indicated by a dashed line _____</p> <p>24. Proposed landscaping plans _____</p> <p>D. Critical Areas Report (if required by the City) _____</p> <p>Provide details of all work waterward of the Ordinary High Water Mark (OHWM = that area where the presence and action of waters are so common and usual, as to mark upon the soil a distinct characteristic...more information on this definition is available)</p> <p>Provide details of any Sensitive/Critical Areas studies including information for all potential impacts to any waterways, wetlands or critical areas. Identify any actions to avoid or minimize impacts.</p> <p>E. Traffic Impact Analysis (May be required by the City for projects generating >25 vehicle trips/day) _____</p> <p>F. Stormwater Drainage Report _____</p> <p>G. Environmental Checklist (completed and signed) _____</p> <p>H. Stamped envelopes with names and addresses of all property owners within 300 feet of the project boundary and a property listing from Pierce County or a title company. _____</p> <p>I. Profiles showing existing grade and proposed street grades, include typical cross sections of proposed grade, roadway and sidewalks. _____</p> <p>(Include completed plans, drawings and engineer specifications)</p> |
|---|---|

12/20/2019

Leticia Wallgren

City Planner, City of Buckley
933 Main Street
Buckley, WA 98321

RE: Zoning Code Text Amendment

Dear Leticia,

Townhouse designs meet many of the City of Buckley's future development goals as identified in the current Comprehensive Plan.

Townhouse developments throughout Pierce County support 20 foot wide units built on a 2,150 square foot lot. A neighboring community supports this template for townhouse developments.

Current City of Buckley zoning code across zones is not competitive with several neighboring communities' zoning code regarding Townhouse development. Meeting Comprehensive Plan goals such as providing housing at low income or first time buyer levels is difficult to meet with the large lots required across all zones in the City of Buckley.

An example of this limitation is evident for the property at 28704 Hinkleman Road. Only 67 Townhouse units can be built at this address. See attached Plan. However, 120 units can be built at this address if designed consistent with the neighboring community code. See attached Plan.

Clearly, the cost per unit supported by the homeowner is much less according to codes allowing Townhouses on the suggested format. Additionally the greater density supported keeps infrastructure costs to a minimum. Overall, lower income households will have more opportunities for housing within their budgets if the City of Buckley provides a similar template.

The City of Buckley Comprehensive Plan, quoted in following pages, supports consideration of allowing zone text modifications across all zones allowing townhouses to allow for 20 foot wide units on 2,150 square foot lots. Higher density development that supports a greater range of family income levels will provide a viable means for the City of Buckley to reach its Comprehensive Plan Goals.

Sincerely,



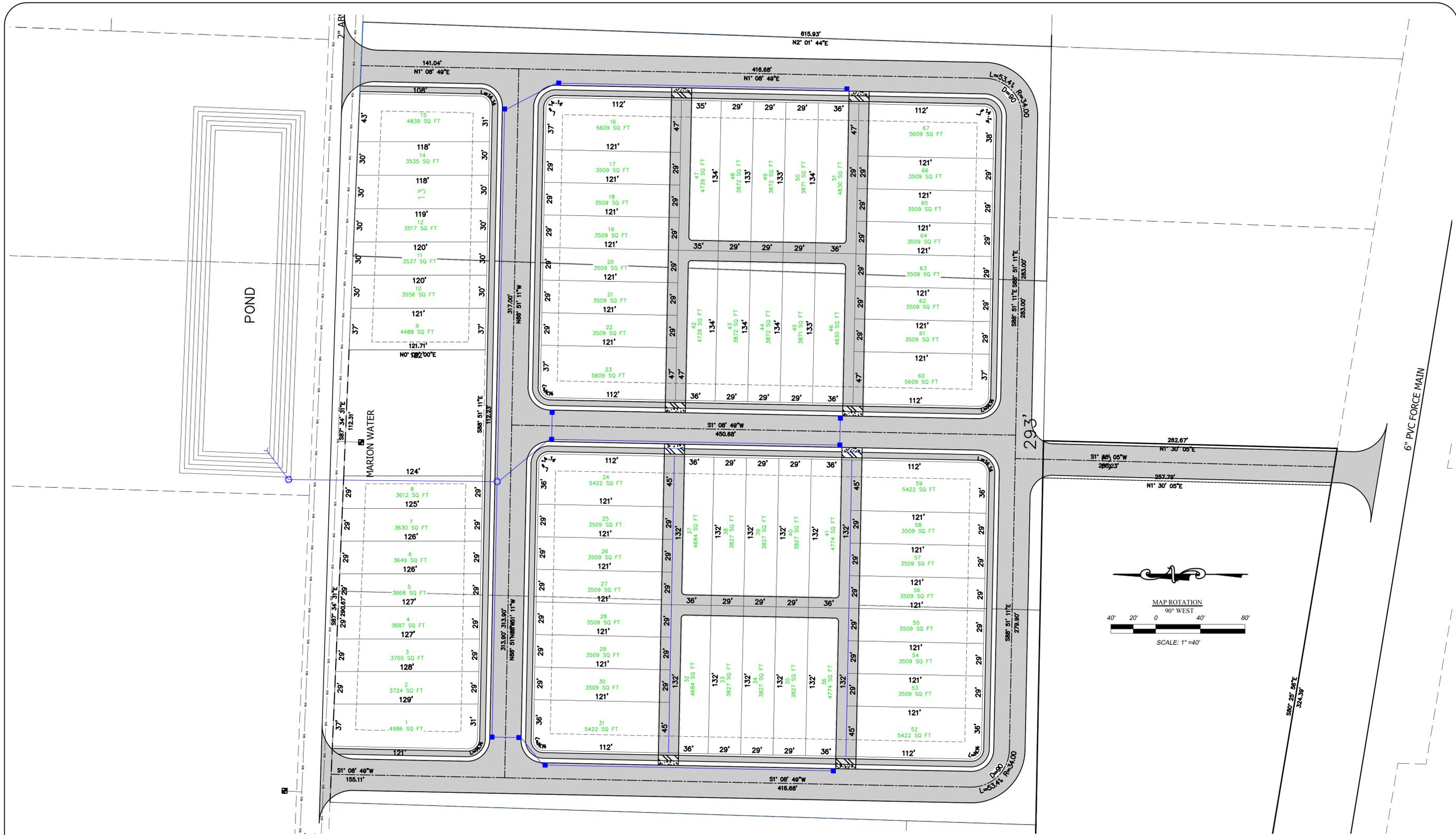
James T. Schemmer, P.E.
Schemmer Consulting Group PLLC

Comprehensive Plan Citations

1. New housing centered around downtown would bring more residents to downtown businesses while helping to preserve rural character outside the center.
2. The Neighborhood Mixed Use (NMU) zone is our buffer zone between commercial and residential zones, but is only buffering a small area of the city's commercial lands. The NMU needs to be expanded to buffer all commercial zones around the northeast SR 410 corridor and other commercial zones
3. Dividing the average household size into the number of people needed to meet the 2030 population allocation, 1,258 new housing units need to be constructed. These units can be single family homes, apartments, condominiums, mixed-use developments, or group homes. Together with construction of houses, streets, utilities, and increased service capacities need to be developed.
4. **General land use.** Under the Washington State Growth Management Act, Buckley must provide for population growth in a 20-year time span. Buckley must encourage commercial development and a diverse range of housing types to address the changing needs of its population, while also maintaining Buckley's small town character.
5. **Residential land use.** Preserving Buckley's rural character includes maintaining open spaces and view corridors to help encourage an outdoor aesthetic and participation in a natural environment. Encouraging clustering of development allows maintenance of open space and helps protect sensitive areas.
6. **Policy 1.1.1** Encourage mixed use developments in commercial zones.
7. **Policy 1.5.5** Flexibility in development regulations should be provided to allow for clustered housing developments. This could be through planned unit developments, clustered housing developments, cottage housing, or adding flexible lot sizes in the subdivision regulations.
8. **Policy 1.5.6** Density bonuses should be considered for residential developments that, in addition to meeting minimum building requirements, affordability design initiatives are used as a specified community objective of that residential development. Specific criteria for evaluating application for a density bonus should be identified and developed by the planning commission and city council.
9. **Policy 1.5.10** The city should encourage development of affordable housing.
10. **Existing Conditions:** The main issues facing Buckley in terms of housing include the following:
 - i. 1.Ensuring that sufficient land for housing is identified and provided; and
 - ii. 2.Ensuring affordable housing is available for its citizens.

11. Density can be increased by building on underdeveloped areas unconstrained by critical lands, changing zoning where applicable, and through promoting higher density housing.
12. Many different housing types can be used to increase density. Developments using duplexes, townhouses, cottage housing and single-family housing on small lots can complement the small town character. Through the 2005 comprehensive plan implementation, zoning allowed smaller lots than were allowed before 2005 and a variety of single, duplex, and triplex housing on lots within the R-6,000 and R-8,000 zones were permitted. This helps provide housing that is well served by public goods and services possible.
13. **Policy 2.1.2** Use the neighborhood mixed use zoning between commercial and single family zones to create a transition between commercial and residential zones.
14. **Policy 2.1.8** Manufactured housing should not be regulated differently from site-built housing.
15. **Policy 2.2.1** Maintain housing approaches that are listed in the current zoning code that include duplexes and triplexes.
16. **Policy 2.2.5** Ensure building codes will permits innovative housing designs including low impact housing.
17. **Goal 2.3 *Promote creation of affordable housing options throughout the city for all segments of the population.***
18. **Policy 2.3.1** Encourage development of a range of low income and senior housing opportunities convenient to services.
19. **Policy 2.3.2** The city should enable affordable housing in new developments by offering incentives, such as density bonuses and economic incentives.
20. **Policy 2.3.3** Affordable housing should be treated the same as other housing types and be allowed in market-rate housing areas.
21. The City is committed to ensure components that contribute to its quality of life (affordable housing, natural environment, good schools, efficient government and infrastructure) are available for residents and for future generations.

P:\2019\19-045-Townhomes\19-045 TOWNHOMES 2019.dwg Nov 17, 2019 4:40pm



1			
2			
3			
4			

PROJECT NUMBER:
19-045 TOWNHOUSES
DESIGNED/DRAWN BY:
JTS
CHECKED BY:
JTS
ISSUE DATE:
11.17.2019

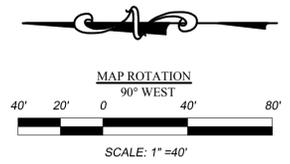
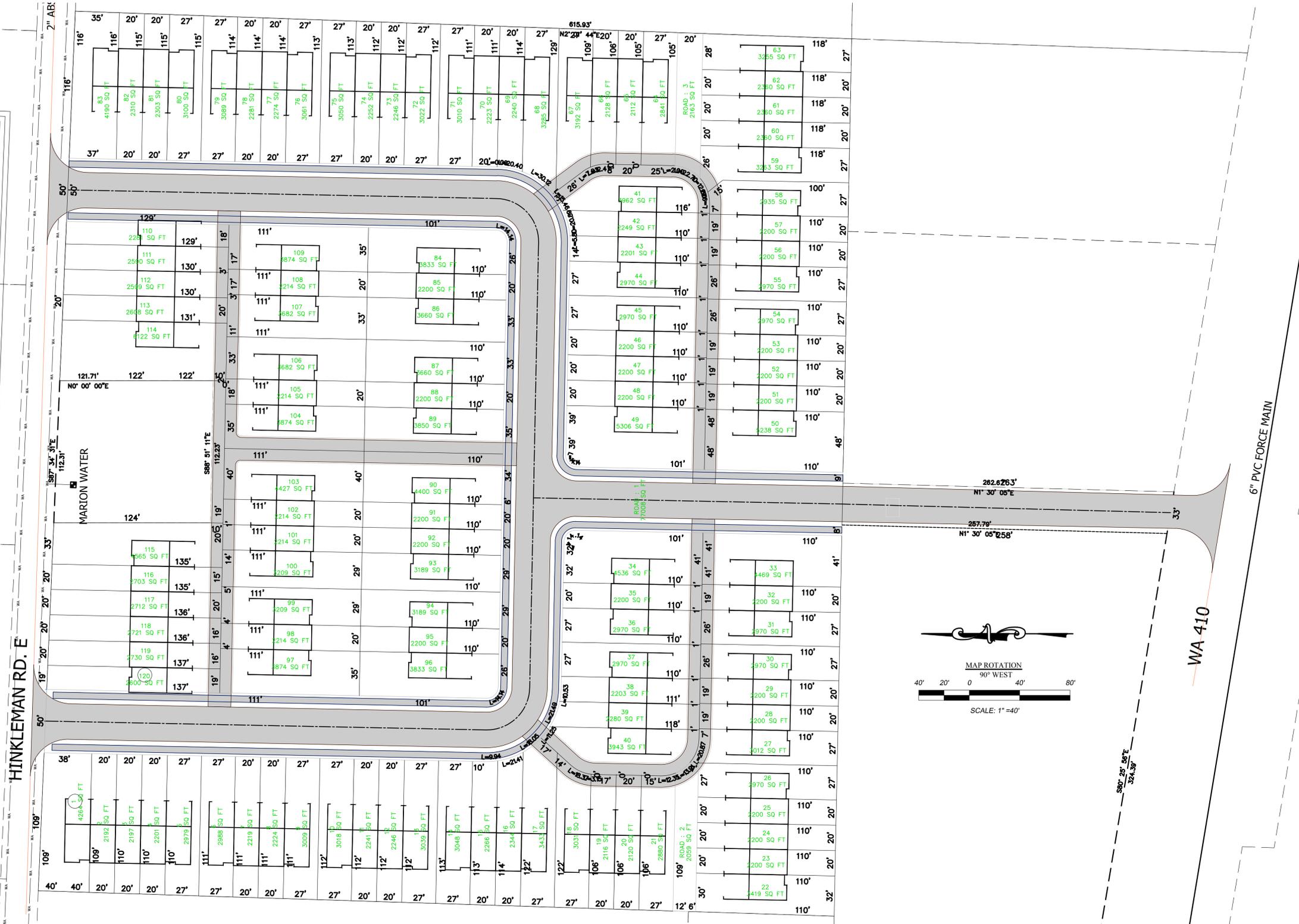
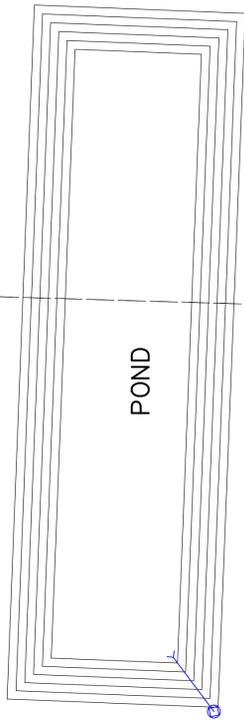


TOWNHOUSES
BUCKLEY, WA 98321

SITE PLAN
67 TOWNHOUSE LOTS
BUCKLEY WASHINGTON

PRELIMINARY
11.17.2019

HORZ SCALE:	1"=40'
VERT SCALE:	
OF:	2



1			
2			
3			
4			

PROJECT NUMBER:
19-045 TOWNHOUSES

DESIGNED/DRAWN BY:
JTS

CHECKED BY:
JTS

ISSUE DATE:
11.17.2019



120 TOWNHOUSE UNITS
BUCKLEY, WA 98321

SITE PLAN
120 TOWNHOUSE LOTS
BUCKLEY WASHINGTON

PRELIMINARY
11.17.2019

HORIZ SCALE:	1"=40'
VERT SCALE:	
OF:	2

CITY OF BUCKLEY, WASHINGTON

ORDINANCE NO. ____-20

AN ORDINANCE OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON, INCREASING THE ALLOWED DENSITY FOR TOWNHOMES IN THE HDR, NMU AND R6000 ZONES, AS CONDITIONED; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on December 17, 2019 the City of Buckley received an application from Hosford Construction, LLC requesting an amendment to Buckley Municipal Code (BMC) allowing for 20 foot-wide townhouse (townhome) units on 2,150 square foot lots in all zones that allow townhomes; and

WHEREAS, the applicant’s reasoning for this request, as attached to this ordinance, mentions that their requested townhome density is consistent with nearby jurisdictions and the City of Buckley Comprehensive Plan, and further mentions the affordable housing benefits from allowing this increased density for townhomes; and

WHEREAS, BMC currently allows townhomes in the following zones: High Density Residential (HDR), Neighborhood Mixed Use (NMU), R6000, and R8000; and

WHEREAS, BMC currently limits townhome densities, through minimum lot sizes per unit, as follows: 3000 sf/unit for HDR, 3500 sf/unit for NMU, 4500 sf/unit for R6000, and 6000 sf/unit for R8000; and

WHEREAS, the City of Buckley Planning Commission reviewed the applicant’s request, and while the Planning Commission was generally supportive of this increased townhome density, it only supports this increase in the HDR, NMU and R6000 zones – not in the R8000 zone since that would be too significant of a townhome density increase relative to what R8000 currently allows; and

WHEREAS, on June 10, 2020 the applicant modified their initial application to only request their proposed townhome density in HDR, NMU and R6000 zones – not R8000; and

WHEREAS, the City of Buckley Planning Commission recommends that the requested townhome density increase should only be adopted if the City first adopts minimum design guidelines for multifamily housing – separately from this zoning code text amendment ordinance; and

WHEREAS, adoption of the requested density increase in the R6000 zone, which is an implementing zone for the Urban Lower Density (ULD) land use designation in the City of Buckley Comprehensive Plan, would first require an amendment to the City of Buckley Comprehensive Plan; and

WHEREAS, the City of Buckley Planning Commission recommends approval of the applicant’s request to increase the allowed townhome density by lowering the minimum lot sizes for townhomes to

2,150 sf/unit, and by lowering the minimum lot width for townhomes to 20 ft. in the HDR, NMU and R6000 zones, but only if the following conditions are met:

Condition #1: The City of Buckley must adopt multifamily design guidelines prior to approving the applicant's requested townhome density increase; and

Condition #2: The City of Buckley Comprehensive Plan must be amended before the requested density increase can go into effect for the R6000 zone, and this Comprehensive Plan amendment must follow the Comprehensive Plan Amendment process stated in BMC 19.06.

WHEREAS, environmental review was completed and a determination of non-significance was issued, published and posted for this request on June 17, 2020; and

WHEREAS, the 60-day notice of intent to adopt this zoning code text amendment was sent to the Washington State Department of Commerce on May 15, 2020; and

WHEREAS, a public hearing notice was published and posted on June 17, 2020; and

WHEREAS, the Planning Commission conducted a public hearing on this proposal on July 6, 2020; and

WHEREAS, the Planning Commission received no public comments prior to or during the July 6, 2020 hearing and recommended the City Council adopt the applicant's request to lower the minimum lot size for townhomes to 2,150 sf/unit, and lower the minimum lot width to 20 ft., in the HDR and NMU zones and, as conditioned, in the R6000 zone.

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

Section 1. BMC 19.20.050(2)(a)(i)(B), for the NMU zone, is amended as follows:

"For townhomes, the minimum lot area per dwelling unit shall be ~~3,500~~2,150 square feet."

Section 2. BMC 19.20.050(2)(b)(i)(B), for the lot width requirement in the NMU zone, is amended as follows:

"~~20 feet for townhomes or twenty nine~~29 feet when other types of attached units are provided."

Section 3. BMC 19.20.060(2)(a)(i)(E), for the HDR zone, is amended as follows:

"For townhomes, the minimum lot area per dwelling unit shall be ~~3,000~~2,150 square feet."

Section 4. BMC 19.20.060(2)(b)(i)(A), for lot width requirements in the HDR zone, is amended as follows:

"Minimum lot width: 45 feet, except for attached dwellings, then the width can be reduced to 20 feet for townhomes or 29 feet for other types of attached dwellings."

Section 5. BMC 19.20.020(2)(a)(i)(D) and BMC 19.20.020(2)(b)(i)(B), for the R6000 zone, shall only be amended to reflect the applicant's requested minimum townhome lot size and width, as recommended by the Planning Commission, after and if the City of Buckley Comprehensive Plan is first

amended, according to a process prescribed in BMC 19.06, to allow this level of density within the R6000 zone in accordance with comprehensive plan land use designations. Upon approval of the comprehensive plan amendment, the City Council may adopt a separate zoning ordinance approving the applicant's requested minimum townhome lot size and width without further review and recommendation from the Planning Commission.

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 14th day of July 2020.

Pat Johnson, Mayor

Attest:

Trevia 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: RES No. 20-___ : Designating the City's Authorized Representatives for Public Assistance under Presidential Disaster Declaration # FEMA-4481-DR-WA COVID-19	Agenda Date: July 14th, 2020 AB20 -059		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Paul Weed		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival		X
	Finance Dept – Sandra Groshong		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore	X	x
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Leticia Wallgren		
	Police Dept – Chief Arsanto		
Municipal Court – Jessica Cash			
PW/Utilities – Chris Banks			

Attachments: Resolution

SUMMARY STATEMENT: Cost recovery through the Public Assistance Grant Program resulting from Presidential Disaster Declaration # FEMA-4481-DR-WA COVID-19 will require regular reporting, execution of contracts and contract amendments, certifications for completion of work and verification of expenses, payment requests, and required documentation for funding requirements.

To streamline the City's management of the Public Assistance Grant it is appropriate for the City to designate Authorized Representatives to perform these grant management details.

Through this Resolution the City Council authorizes City Finance Director Sandra Groshong and Assistant Fire Chief Eric Skogen as the City's Authorized Representatives.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: Move to approve Resolution No. 20-13 Designation the City's Authorized Representatives for Public Assistance under Presidential Disaster Declaration #FEMA-4481-DR-WA COVID-19

RECORD OF COUNCIL ACTION

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

CITY OF BUCKLEY, WASHINGTON

RESOLUTION NO. 20-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON DESIGNATING ITS AUTHORIZED REPRESENTATIVES AND PROVIDING THEM AUTHORITY TO EXECUTE ALL CONTRACTS, CERTIFY COMPLETION OF PROJECTS, REQUEST PAYMENTS, AND PREPARE ALL DOCUMENTATION REQUIRED TO OBTAIN FEDERAL AND STATE FUNDING GRANTED TO THE CITY OF BUCKLEY THROUGH THE PUBLIC ASSISTANT GRANT PROCESS RELATED TO PRESIDENTIAL DISASTER DECLARATION # FEMA-4481-DR-WA COVID-19 GRANT NUMBER D20-722.

WHEREAS, the City of Buckley made grant applications to the Public Assistance Grant Program in response to Presidential Disaster Declaration # FEMA-4481-DR-WA COVID-19 administered by the Washington State Military Department; and

WHEREAS, on July 14th, 2020 the City Council of the City of Buckley authorized the Mayor to execute the Washington State Military Department Public Assistance Grant Agreement – Grant No. D20-722; and

WHEREAS, for the City to best manage this Public Assistance Grant Agreement it is appropriate for the City to designate an Authorized and Alternate Authorized Agent Representative to execute contracts, certify completion of work, request payments, and to prepare all required documentation for funding requirements;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Buckley hereby designates Sandra Groshong – City Finance Director as the authorized representative, and Eric Skogen – Assistant Fire Chief as the alternate authorized representative, for and in behalf of the City of Buckley, a public agency established under the laws of the State of Washington. The purpose of this designation as the authorized

representatives is to authorize the designated representatives the authority to execute all contracts, certify completion of projects, request payments, and prepare all required documentation for funding requirements.

Introduced, passed, and approved this 14th day of July 2020.

Pat Johnson, Mayor

ATTEST:

Treva Percival, City Clerk

POSTED: _____



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT:		Agenda Date: July 14, 2020 AB20-060	
RES No. 20-__ Extending Resolution 20-08	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 – Saundra Groshong		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Leticia Wallgren		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
Attachments: Resolution			
<p>SUMMARY STATEMENT: On January 31, 2020, the US Department of Health and Human Services declared a public emergency for the novel coronavirus (COVID-19) beginning on January 27, 2020. On February 29, 2020, Washington State Governor Jay Inslee signed a Proclamation declaring a State of Emergency. On March 6, 2020, the Pierce County Executive declared a public health emergency to allow Pierce County to take immediate steps necessary to prepare and respond appropriately to the outbreak. On March 13, 2020, Mayor Johnson issued a Proclamation of Emergency declaring COVID-19 pandemic to be an emergency in the City of Buckley pursuant to Buckley Municipal Code 2.96 and Section 38.52.010 RCW.</p> <p>This is to extend Resolution 20-08 that expired on June 30, 2020.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOVE to Approve Resolution No. 20-14 Extending Resolution 20-08 through August 1, 2020.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

CITY OF BUCKLEY, WASHINGTON

RESOLUTION NO. 20-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON DECLARING AND PROCLAIMING AN EMERGENCY NECESSITATING THE UTILIZATION OF EMERGENCY POWERS GRANTED PURSUANT TO BUCKLEY MUNICIPAL CODE CHAPTER 2.96 AND RCW 38.52.070 AND PROVIDING TEMPORARY PROCEDURES TO RESPOND TO THE COVID-19 EPIDEMIC AND PROVIDING TEMPORARY PROCEDURES

WHEREAS, on January 31, 2020, the United States Department of Public Health and Human Services Secretary Alex Azar declared a public emergency for the novel coronavirus (COVID-19) beginning on January 27, 2020; and

WHEREAS, on February 29, 2020, Governor Jay Inslee signed a Proclamation declaring a State of Emergency exists in all counties in the State of Washington due to the number of confirmed cases of COVID-19 in the state and directed that the plans and procedures of the Washington State Comprehensive Emergency Management Plan be implemented; and

WHEREAS, on March 6, 2020, the Pierce County Executive declared a public health emergency to allow Pierce County to take immediate steps necessary to prepare and respond appropriately to the outbreak; and

WHEREAS, on March 11, 2020, Governor Jay Inslee issued an additional Emergency Proclamation ordering that all events that takes place in King, Snohomish, and Pierce counties with more than 250 people are prohibited by the state. The order applies to gatherings for social, spiritual and recreational activities. These include but are not limited to: community, civic, public, leisure, faith-based, or sporting events; parades; concerts; festivals; conventions; fundraisers and similar activities; and

WHEREAS, on March 13, 2020, Washington State Governor Jay Inslee announced that all K-12 public and private schools in Washington State must close for six weeks, from March 17, 2020 until at least April 24, 2020; and

WHEREAS, on March 13, 2020, Mayor Johnson issued a Proclamation of Emergency, declaring the COVID-19 pandemic to be an emergency in the City of Buckley pursuant to Buckley Municipal Code 2.96 and Section 38.52.010 RCW;

WHEREAS, the health, safety and welfare of City residents, businesses, visitors and staff is of utmost importance to the City and additional future measures may be needed to protect the community.

WHEREAS, ON March 24, 2020, Washington State Governor Jay Inslee issued Proclamation 20-28, waiving and suspending laws and rules concerning RCW 42.56, the Public Records Act, and RCW 42.30, the Open Public Meetings Act, that require any activity that occurs in an in-person setting to prevent the further spread of the virus; and

WHEREAS, on April 23, 2020, under the provisions of RCW 43.06.220(4), the statutory waivers and suspensions of Proclamation 20-28 were extended by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 4, 2020, whichever occurs first, in Proclamation 20-28.1; and

WHEREAS, on May 5, 2020, Governor Jay Inslee issued Proclamation 20-28.2 acknowledging the extension of statutory waivers and suspensions therein by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 31, 2020, whichever occurs first, and similarly extending its prohibitions, with the exception of RCW 42.56.520(1), which was extended to May 11, 2020, as authorized by the leadership of the Washington State Senate and House of Representatives; and

WHEREAS, on May 11, 2020, under the provisions of RCW 43.06.220(4), the statutory waiver and suspension of RCW 42.56.520(1) in Proclamation 20-28 et seq., were again extended by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 31, 2020; however, the waiver of RCW 42.56.520(1) no longer applied to requests for public records received by an agency electronically; and

WHEREAS, on May 12, 2020, Governor Jay Inslee issued Proclamation 20-28.3 acknowledging the extension of the statutory waiver and suspension therein by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 31, 2020, whichever occurs first, and similarly extending its prohibitions to May 31, 2020, as authorized by the leadership of the Washington State Senate and House of Representatives; and

WHEREAS, on May 29, 2020, under the provisions of RCW 43.06.220(4), the statutory waiver and suspensions in Proclamation 20-28 et seq., were again extended by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or June 17, 2020; and

WHEREAS, on May 29, 2020, Governor Jay Inslee issued Proclamation 20-28.4 acknowledging the extension of the statutory waiver and suspension therein by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or June 17, 2020, whichever occurs first, and similarly extending its prohibitions until the termination of the COVID-19 State of Emergency or June 17, 2020, whichever occurs first; and

WHEREAS, on June 17, 2020, under the provisions of RCW 43.06.220(4), the statutory waiver and suspensions in Proclamation 20-28 et seq., were again extended by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or 11:59 p.m. on July 1, 2020, whichever occurs first, which the Governor acknowledged and similarly extended the prohibitions therein to until the termination of the COVID-19 State of Emergency or July 1, 2020, whichever occurs first, in Proclamation 20-28.5; and

WHEREAS, on July 1, 2020, under the provisions of RCW 43.06.220(4), the statutory waiver and suspensions in Proclamation 20-28 et seq., were again extended by the leadership of the Washington State Senate and House of Representatives until the termination of COVID-19 State of Emergency or 11:59 p.m. on July 7, 2020, whichever occurs first; and

WHEREAS, on July 7, 2020, the statutory waivers and suspensions were hereby extended until 11:59 p.m. on August 1, 2020.

WHEREAS, City of Buckley Resolution 20-08 expired on June 30, 2020.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Buckley, Washington, that:

SECTION 1- RATIFICATION AND FINDING OF FACT

Council hereby ratifies the Proclamation of Emergency issued by Mayor Johnson for the City of Buckley on March 13, 2020. Council further finds that an emergency exists pursuant to Section 39.04.280(2)(b) RCW and authorizes the Mayor to waive any necessary competitive bidding requirements related to the COVID-19 emergency.

SECTION 2 - CITY'S RESPONSE

- A. The City is committed to protecting the public and staff by minimizing the spread of COVID-19. The City has and will continue to follow the guidelines provided by the Centers for Disease Control and State of Washington and Tacoma-Pierce County Health Department, who prescribe social distancing and minimizing gatherings of people to best combat the spread of COVID-19.
- B. The City will close City Hall, Multi-Purpose Center, Youth Center and PW Office to the general public beginning Monday, March 23 and until further notice. Citizens may pay utility bills, acquire licenses, submit permit applications, contact staff, and transact other City business via telephone, email, and online. Except that new building and planning/land use permits may be submitted to the building & planning department by appointment only.

SECTION 3 - COUNCIL PROCEDURES

During the term of this Resolution, the following City Council procedures are hereby adopted:

- A. Any rule or procedure adopted by City Council that would prevent or prohibit all City Councilmembers from attending City Council meetings telephonically are temporarily suspended and all City Councilmembers are encouraged to attend all meetings either in person or via telephone or using other means of technology.
- B. All in-person Committee meetings of the City Council may be cancelled until further notice except for on an as needed basis. Council and committee meetings may be held telephonically or by the use of technology during the term of this Resolution regardless of whether the City has the capability of recording meetings.
- C. Council directs that the public comment portion of Council meetings and any scheduled public hearings be temporarily suspended, to the extent authorized by law, to discourage public in-person attendance of City Council meetings. City Council and staff will encourage and accept public comment via email or written comment. In the event of Federal or State imposed restrictions that would prohibit the Council from meeting in-person, the Council may conduct regularly scheduled and properly announced Special Meetings by telephone or the use of technology. In all cases of public meetings, the City will attempt to provide telephone audio access for the public to hear live audio of the meeting.
- D. Any Council rules that are inconsistent with this Resolution are hereby waived and suspended during the term of this Resolution.

SECTION 4: BUDGET

During the term of this Resolution, Council adopts the following budget restrictions:

- A. Council hereby encourages the expenditure of funds for acquiring any necessary technology to facilitate employees to work from home in situations where such remote work is possible, available, and approved by the Mayor and Department Head overseeing the relevant department. Any such expenditure(s) should either be within current budget allocations or brought to Council for approval.
- B. All resources, supplies, goods and services, including staff time dedicated to emergency health responses related to the COVID-19 epidemic must be tracked to allow for FEMA and CARES reimbursement.
- C. All late fees/penalties and shutoffs for non-payment of water, sanitary sewer, storm water, and solid waste utilities are waived and suspended until July 28, 2020.

SECTION 5: COMMUNICATION

- A. All updates regarding City functions and actions relating to the COVID-19 epidemic will be posted on the City's website to provide the public with the best updated information.
- B. The City will cancel and discourage any unnecessary gatherings of community members and/or staff during the Term of this Resolution.

SECTION 7: EFFECTIVENESS

The provisions of this Resolution shall become effective upon adoption and expire on August 1, 2020, unless suspended earlier or further extended by formal action of Council.

Introduced, passed and approved this 14th day of July, 2020.

Pat Johnson, Mayor

ATTEST:

Trevia Percival, City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

POSTED: _____



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION

SUBJECT: Grant Contract Agreement D20-722 Public Assistance under Presidential Disaster Declaration # FEMA-4481- DR-WA COVID-19 Cost Impact: \$0 Fund Source: Timeline: 01/20/2020 through 03/22/2024	Agenda Date: July 14th, 2020 AB20 -061		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Paul Weed		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival		X
	Finance Dept – Saundra Groshong		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore	X	X
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Leticia Wallgren		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
PW/Utilities – Chris Banks			

Attachments: Grant Agreement

SUMMARY STATEMENT: For the City to participate in the Disaster Recovery Program (Public Assistance Grant) resulting from Presidential Disaster Declaration # FEMA-4481-DR-WA COVID-19 the City must enter into a Grant Contract Agreement between the City of Buckley and the Washington State Military Department who manages the Public Assistance Grant Program on behalf of FEMA.

This is a standard language agreement used between the Washington State Military Department and all eligible political subdivisions seeking cost recovery through the Disaster Recovery Program.

The City has initiated a grant application under this Disaster Recovery Program, and the application has been accepted.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: Move to authore the Mayor to execute the Public Assistance Grant Agreement between the City of Buckley and the Washington State Military Department for Grant Number D20-722.

RECORD OF COUNCIL ACTION

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

**Washington State Military Department
PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET**

1. SUBRECIPIENT Name and Address: City of Buckley 644 South Division ST PO Box 1960 Buckley, WA 98321		2. Grant Agreement Amount: To be determined, based upon approved project worksheets		3. Grant Number: D20-722	
4. SUBRECIPIENT, phone/email: (360) 829-1921 ext. 7804/sgroshong@cityofbuckley.com 660-829-1444/apredmore@cityofbuckley.com		5. Grant Agreement Start Date: January 20, 2020		6. Grant Agreement End Date: March 22, 2024	
7. DEPARTMENT Program Manager, phone/email: Gerard Urbas, (253) 512-7402 Gary.urbas@mil.wa.gov		8. Data Universal Numbering System (DUNS): 086252111		9. UBI # (state revenue):	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)					
11. Funding Source Agreement #: FEMA-4481-DR-WA		12. Program Index # 704UC (Federal) / 702UE (State) / 704UD (Admin)	13. Catalog of Federal Domestic Asst. (CFDA) # & Title: 97.036, Public Assistance		14. Federal EIN #:
15. Total Federal Award Amount: N/A		16. Federal Award Date: N/A			
17. Service Districts: (BY LEGISLATIVE DISTRICT): 31st th (BY CONGRESSIONAL DISTRICT): 8 th		18. Service Area by County(ies): Pierce County		19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____			23. Contractor Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER		
24. BRIEF DESCRIPTION: Presidential Disaster Declaration # FEMA-4481-DR-WA COVID-19. To provide funds to the SUBRECIPIENT for the emergency protective measures taken in response to the COVID-19 pandemic outbreak as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4481-DR-WA COVID-19, and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated March 22, 2020 (Attachment 4), and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
1. Applicable Federal and State Statutes and Regulations		5. Special Terms and Conditions			
2. DHS Standard Terms and Conditions		6. General Terms and Conditions, and,			
3. Presidential Declaration, FEMA State Agreement, and other Documents		7. Other provisions of the contract incorporated by reference.			
4. Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
Signature _____ Date _____		Signature _____ Date _____		print or type name: <u>Pat Johnson, Mayor</u>	
Stacey McClain, Governor's Authorized Representative Washington State Military Department			APPROVED AS TO FORM:		
			SUBRECIPIENT's Attorney _____ Date _____		

**Washington State Military Department
SPECIAL TERMS AND CONDITIONS**

ARTICLE I – KEY PERSONNEL

The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	Saundra Groshong	Name	Gerard Urbas
Title	Finance Director, City of Buckley	Title	Deputy State Coordinating Officer Public Assistance
E-Mail	sgroshong@cityofbuckley.com	E-Mail	gary.urbas@mil.wa.gov
Phone	(360) 829-1921 ext. 7804	Phone	(253) 512-7402

ARTICLE II - ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the Presidential Declaration including, but not limited to, all criteria, restrictions, and requirements of the “FEMA State Agreement” published by FEMA and the federal regulations commonly applicable to FEMA grants, all of which are incorporated herein by reference. The Presidential Declaration and the FEMA State Agreement are incorporated in this Agreement by reference.

The SUBRECIPIENT shall comply with the Washington State Public Assistance Applicant Manual dated March 22, 2020 incorporated in this Agreement as **Attachment 4**. The DHS Standard Terms and Conditions are incorporated by reference in this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 22, 2020.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold the DEPARTMENT, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

Federal funding is provided by FEMA and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA-4481-DR-WA, the DEPARTMENT is reimbursing the SUBRECIPIENT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning January 20, 2020 and continuing. Eligible costs and activities will be identified in Project Worksheets approved by FEMA and a Project Worksheet Sample is incorporated as **Attachment 3**. The DEPARTMENT is also providing Advance Payments to the SUBRECIPIENT where provided by FEMA and required and allowed by law. Any interest earned on advance payments (except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450)) shall be promptly, but at least quarterly, remitted to the DEPARTMENT to be paid to FEMA. The SUBRECIPIENT may keep interest amounts up to \$100 per year for administrative expenses.

A. STATE AND FEDERAL REQUIREMENTS FOR PUBLIC ASSISTANCE GRANTS:

The following requirements apply to all DHS/FEMA Presidential Disasters administered by the DEPARTMENT.

1. FUNDING

The DEPARTMENT will administer the Public Assistance (PA) Grant Program, provide Advance payments, and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT that are identified under the auspices of Presidential Disaster Declaration Number FEMA-4481-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations.

It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.

Pursuant to the FEMA-STATE AGREEMENT, FEMA will contribute not less than **75** percent of the eligible costs for any eligible project and 100 percent of the federal PA Management Costs, up to 5 percent of the total award amount for each Subrecipient, as provided for in subsection 3.E. of Article II of this Public Assistance Agreement. The SUBRECIPIENT commits to providing the remaining **25** percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-4481-DR-WA, subject to the following exceptions:

DEPARTMENT Match: The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.

Donated Resources: FEMA will credit the SUBRECIPIENT for the value of donated resources (non-cash contributions of property or services) related to eligible Emergency Work to offset the non-Federal cost share of its eligible Emergency Work project worksheets – categories A and B, and for the value of donated resources related to eligible work on a Permanent Work project to offset the non-Federal cost share of that specific Permanent Work project worksheet for which the resources were donated – categories C through G. The Donated Resources are recognized by FEMA in a Project Worksheet. Donated Resources offset the non-federal share of the eligible emergency work approved in Project Worksheets or specific permanent work approved in Project Worksheets. For non-state agency SUBRECIPIENTS, the donated resource value will first be applied to the SUBRECIPIENT's non-federal share, and, if a DEPARTMENT match is authorized, any remaining donated resource value will be applied to the DEPARTMENT's share. The value of the Donated Resources is calculated as described in FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG) and the Public Assistance Donated Resources Recovery Policy, and is capped at the non-Federal share of approved eligible emergency work costs or capped at the non-Federal share of the specific approved eligible permanent work costs, as applicable. The Federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs or of specific permanent work costs approved in Project Worksheets. Any excess credit for eligible emergency work costs can be credited only to other eligible emergency work costs, for the same SUBRECIPIENT in the same disaster. The value of excess donated resources cannot be credited toward or transferred to another eligible SUBRECIPIENT, or toward other State obligations. The DEPARTMENT does not match a FEMA donated resource credit.

The Project Worksheet, sample provided in Attachment 3, is required to be completed by FEMA or State Project Specialists.

2. GRANT AGREEMENT PERIOD

- a. Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred during or subsequent to the incident period defined in the FEMA State Agreement, and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out and audit. This period shall be referred to as the "Grant Agreement Period."
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed up with a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT issued by the DEPARTMENT to address extensions of its underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).

3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated March 22, 2020 (**Attachment 4**) procedures as follows:

- a. Small Project Payments: Payments are made for all small projects to the SUBRECIPIENT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.
- b. Progress Payments: Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.
- c. Improved Projects: Payments on improved projects (capped project) will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.
- d. Final Payment: Final Payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the STATEMENT OF DOCUMENTATION / FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.
- e. The SUBRECIPIENT is eligible to receive federal PA Management Costs up to 5 percent of the total award amount for each Subrecipient at the time of its request. PA Management Costs includes any of the following when associated with the PA portion of a major disaster or emergency: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project. Documentation is required to substantiate the eligibility of management activities and associated costs in accordance with PA Management Costs Interim Policy – Standard Operating Procedures.
- f. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the SUBRECIPIENT's account.
- g. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-4481-DR-WA.
- h. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the SUBRECIPIENT. Payment will be transferred by journal voucher to Agency No. [REDACTED], Accounting Fund No. [REDACTED].
- i. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- j. For travel costs, SUBRECIPIENTS shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive.
- k. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT Key Personnel.
- l. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.
- m. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.

- n. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its subrecipient or contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.
- o. SUBRECIPIENTS shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The DEPARTMENT shall provide Advance Payments as provided by FEMA and as required and authorized by law.

4. CLOSEOUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing, by Project Worksheet Number, date completed and total amount expended on the project, completion of the small projects. To initiate close-out of the large projects, the SUBRECIPIENT shall submit certification of completion on a STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form to the DEPARTMENT.

The DEPARTMENT will then complete a site inspection and a financial review of documentation to support the claimed costs. Certifications on small and large projects are due within sixty days following the completion of the project or receipt of the approved Project Worksheet, whichever date is later.

If SUBRECIPIENT is claiming federal PA Management Costs: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project must be supported by documentation to substantiate the eligibility of management activities and associated costs that has been prepared and assembled in accordance with PA Management Costs Interim Policy – Standard Operating Procedures prior to close-out.

After all of the projects have been certified as complete and approved for closure by FEMA, the DEPARTMENT will forward a final A19-1A State of Washington Invoice Voucher to the SUBRECIPIENT for release of the remaining funds due to the subrecipient for eligible costs, including any retainage previously withheld, and the allowance for federal indirect costs.

5. DOCUMENTATION / REPORTING REQUIREMENTS

For all Advance Payment, the SUBRECIPIENT shall provide documentation and receipts for all costs related to the Advance Payment and provide such to the DEPARTMENT quarterly.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of Public Assistance funds, including the federal indirect cost reimbursement, for six years following the closure of this disaster grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

The SUBRECIPIENT shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> and return to the DEPARTMENT; which is incorporated by reference and made a part of this Agreement.

Quarterly Reports: The SUBRECIPIENT is required to submit to the DEPARTMENT a quarterly report indicating the status of all their large projects. The status shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note in the comment field any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by the DEPARTMENT. The quarterly report will serve as the basis for any FEMA Office of Chief Financial Officer (OCFO) funds reduction.

6. TIME EXTENSIONS

A time extension request is required to be forwarded to the DEPARTMENT by the SUBRECIPIENT for a project prior to the expiration of the approved completion date. If the project is approved and funded after the statutory approval time period for completion, then a time extension request must be submitted to the DEPARTMENT within fifteen days of receipt of the funding package.

In accordance with 44CFR206.204, the DEPARTMENT reserves the right, in its sole discretion, to consider and approve a time extension request after expiration of the approved completion date and within the DEPARTMENT's statutory extension authority. Requests for time extensions beyond the DEPARTMENT's authority will be considered and approved by FEMA, at their sole discretion.

All determinations made regarding time extension requests will be based on a case by case evaluation of specific factual circumstances.

A time extension request must be in writing and identify the Project Worksheet number, the reason the project has not been completed within the prior approved completion period, the reason the time extension request was not submitted prior to the statutory approval time period (if applicable), a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to submit a time extension request in a timely manner may result in denial of the time extension request, and loss of funding for the related project.

7. PROCUREMENT

The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit A.11.

8. SUBRECIPIENT MONITORING:

- a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT 2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. review of financial and performance reports;
 - ii. monitoring and documenting the completion of Agreement deliverables;
 - iii. documentation of phone calls, meetings, e-mails, and correspondence;
 - iv. review of reimbursement requests and supporting documentation to ensure eligibility and consistency with Agreement work plan, budget, and federal requirements;
 - v. observation and documentation of Agreement related activities;
 - vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200 Subpart F, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the DEPARTMENT may impose any additional subaward conditions as described in 2 CFR 200.207. If the DEPARTMENT determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:

- i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
- ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.
- iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
- iv. Withhold further federal awards for the project or program.
- v. Take any other remedies that may be legally available.

f. The DEPARTMENT agrees to:

- i. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
- ii. Develop the SUBRECIPIENT's project worksheet(s) (PW) and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible.
- iii. Submit the SUBRECIPIENT's funding package to FEMA.
- iv. Notify the SUBRECIPIENT when funding approval is received, issue payment per the process described above see Article II, A.4 – Payments, and provide the SUBRECIPIENT with a copy of the approved project worksheet.
- v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process.
- vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

9. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

B. FEMA STATE AGREEMENT TERMS AND CONDITIONS

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 22, 2020 (**Attachment 4**).

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the following terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"DEPARTMENT"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT. The DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.
- b. **"SUBRECIPIENT"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes. **"Monitoring Activities"** means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- c. **"Project"** means those actions funded through the Public Assistance Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.
- d. **"Investment Justification"** means grant application investment justification submitted by the SUBRECIPIENT describing the project for which federal funding is sought and provided under this Agreement. Such grant application investment justification is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA will process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT.

Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The SUBRECIPIENT must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

A.6 ASSURANCES

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS terms and conditions as specified in Appendix F of the Washington State Public Assistance Applicant Manual dated March 22, 2020 incorporated in this Agreement as **Attachment 4**.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the SUBRECIPIENT certifies that the SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/requiredgrantforms>. Any such form completed by the SUBRECIPIENT for this Agreement shall be incorporated into this Agreement by reference.

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The SUBRECIPIENT also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

The SUBRECIPIENT is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUBRECIPIENT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUBRECIPIENT who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The SUBRECIPIENT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.11 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the SUBRECIPIENT under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The procurement process followed shall be in accordance with 2 CFR Parts 200 and 3002, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE. All subcontracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of Federal awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six years after the SUBRECIPIENT has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

16) Pursuant to Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects,” the DEPARTMENT encourages SUBRECIPIENTS to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement and other manufactured products produced in the United States, in Public Assistance and Hazard Mitigation Grant Program eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water and power. Such preference must be consistent with the law, including cost and contracting requirements of 2 CFR Part 200.

b. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents, and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 2 CFR 200.326. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.

c. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law or court order.

A.13 DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the SUBRECIPIENT and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70.105D.020 (10).

A.16 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the SUBRECIPIENT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUBRECIPIENT, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the SUBRECIPIENT further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUBRECIPIENT, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT, or SUBRECIPIENT's agents or employees.

Insofar as the funding source, the DEPARTMENT of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.17 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate or suspend all or part of the Agreement as a "Termination for Cause" without providing the SUBRECIPIENT an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the DEPARTMENT has no obligation to do so.

A.19 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the SUBRECIPIENT.

A.20 NONDISCRIMINATION

The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.21 NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The SUBRECIPIENT represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT's performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability,

damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

The SUBRECIPIENT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the State of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.24 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.25 PRIVACY

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided; however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.27 PUBLICITY

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

Publication resulting from work performed under this Agreement shall include an acknowledgement of the DEPARTMENT and FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.28 RECAPTURE PROVISION

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees.

A.29 RECORDS AND REPORTS

- a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.
- d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) year must be followed.

A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.31 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing grant funds pursuant to this Agreement, the project itself remains the sole responsibility of the SUBRECIPIENT. The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUBRECIPIENT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUBRECIPIENT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or

agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.32 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities as subrecipients that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian Tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

SUBRECIPIENTS that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subrecipients or contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Once the single audit has been completed and includes any audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to:

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

If Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT must send a letter identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to the address listed above.

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT's failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT's sole discretion:

a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.34 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right and not by reason of this Agreement.

A.35 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the SUBRECIPIENT shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUBRECIPIENT or its staff required by statute or regulation that are applicable to Agreement performance.

A.36 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to the DEPARTMENT's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUBRECIPIENT. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.37 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARTMENT, in its sole discretion, determines the SUBRECIPIENT has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUBRECIPIENT unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Agreement in whole or in part.

The DEPARTMENT may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBGRANTEE an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUBRECIPIENT an opportunity to cure, the DEPARTMENT shall notify the SUBRECIPIENT in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during

investigation of the alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by the DEPARTMENT to terminate the Agreement in whole or in part.

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.38 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Agreement, the SUBRECIPIENT shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the DEPARTMENT may require the SUBRECIPIENT to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUBRECIPIENT the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Agreement termination, and the amount agreed upon by the SUBRECIPIENT and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUBRECIPIENT shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and

- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

A.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the subrecipient if any contracts with contractors or sub-contractors are entered into under the original contract award:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in. WAC 326-30-041.

A.40 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The SUBRECIPIENT, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.41 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the 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.

PROJECT WORKSHEET SAMPLE

U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET				O.M.B. No. 1660-0017	
PAPERWORK BURDEN DISCLOSURE NOTICE Public reporting burden for this form is estimated to average 90 minutes per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the accuracy of the burden estimate and or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless a valid OMB number appears in the upper right corner of this form. NOTE: Do not send your completed form to this address.					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
F _____ - R _____					
DAMAGED FACILITY			WORK COMPLETE AS OF:		
			_____ : _____ %		
SUBRECIPIENT		COUNTY			
LOCATION				LATITUDE	LONGITUDE
DAMAGE DESCRIPTION AND DIMENSIONS					
SCOPE OF WORK					
Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input type="checkbox"/> No Special Considerations issues included? <input type="checkbox"/> Yes <input type="checkbox"/> No Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input type="checkbox"/> No					
PROJECT COST					
I T	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
				TOTAL COST	
PREPARED BY		TITLE	SIGNATURE		
SUBRECIPIENT REP.		TITLE	SIGNATURE		



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION

SUBJECT: Memorandum of Understanding: Pierce County Force Investigation Team Cost Impact: \$ Fund Source: Timeline:	Agenda Date: July 14, 2020 AB20-062		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Paul Weed		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Saundra Groshong		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Leticia Wallgren		
	Police Dept – Asst. Chief Northam		X
Municipal Court – Jessica Cash			
PW/Utilities – Chris Banks			

Attachments: Memorandum of Understanding

SUMMARY STATEMENT: The purpose of this Memorandum of Understanding is for the Pierce County Force Investigation Team (PCFIT) to conduct independent, thorough, accurate, appropriate, open and unbiased investigations, in compliance with Law Enforcement Training and Community Safety Act (LETCSA), RCW 10.114.011 and Chapter 139-12 WAC, for all officer-involved use of deadly force incidents that result in death, substantial bodily harm, or great bodily harm occurring within Pierce County.

The PCFIT will conduct criminal investigations to develop relevant information to allow a determination of the presence or absence of criminal culpability on the part of those involved in the incident. The purpose of the investigations shall be to inform any determination of whether the use of deadly force met the “good faith” standard of RCW 9A.16.040 and satisfied other applicable laws and policies.

Please see the attached Memorandum of Understanding for the full scope of the agreement.

COMMITTEE REVIEW AND RECOMMENDATION: Council Study Session.

RECOMMENDED ACTION: MOVE to Approve the MOU Between the City of Buckley and the Pierce County Force Investigation Team.

RECORD OF COUNCIL ACTION

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

Pierce County Force Investigation Team
Memorandum of Understanding

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SECTION 1. STATEMENT OF PURPOSE

The Mission and Purpose of the Pierce County Force Investigation Team (PCFIT) is to conduct independent, thorough, accurate, appropriate, open, and unbiased investigations, in compliance with the Law Enforcement Training and Community Safety Act (LETCSA), RCW 10.114.011, and Chapter 139-12 WAC, for all officer-involved use of deadly force incidents that result in death, substantial bodily harm, or great bodily harm occurring within Pierce County.

The PCFIT will conduct criminal investigations to develop relevant information to allow a determination of the presence or absence of criminal culpability on the part of those involved in the incident. The purpose of investigations shall be to inform any determination of whether the use of deadly force met the “good faith” standard of RCW 9A.16.040 and satisfied other applicable laws and policies.

Once a PCFIT investigation has been completed and submitted to the prosecutor for final review, it shall be made available to the involved agency for their internal use and disclosure.

Investigations shall follow the rules of law established by the state and federal constitutions, statutory and case law which apply to criminal investigations. The investigation shall be performed in a manner that provides both the appearance and the reality of an independent, thorough, fair, complete and professional investigation.

- **Our Goals:** To conduct professional multi-jurisdictional investigations of incidents of deadly force by law enforcement while promoting public trust through transparency and consistency.

SECTION 2. MEMBER AGENCIES

Bonney Lake Police Department	Orting Police Department
Buckley Police Department	Pacific Police Department
Dupont Police Department	Pierce County Sheriff’s Department
Eatonville Police Department	Puyallup Police Department
Fife Police Department	Roy Police Department

Fircrest Police Department	Ruston Police Department
Gig Harbor Police Department	Steilacoom Department of Public Safety
Lakewood Police Department	Sumner Police Department
Milton Police Department	Tacoma Police Department
	Washington State Patrol

SECTION 3. DEFINITIONS

Good faith: An objective standard under RCW 9A.16.040, which shall consider all the facts, circumstances, and information known to the officer at the time to determine whether a similarly situated reasonable officer would have believed that the use of deadly force was necessary to prevent death or serious physical harm to the officer or another individual.

Involved Agency: The agency which employed or supervised the officer(s) who used deadly force.

Venue Agency: The agency having geographic jurisdiction of the incident. (This may or may not be the involved agency.)

Member Agency: Signatories to this agreement.

Involved Officer(s): Officer who used deadly force and is the subject of the investigation.

Non-law Enforcement Community Representatives: Civilians chosen by Member Agencies to carry out the duties assigned by WAC 139-12-030(2),(4).

Witness Officer(s): Officer involved in the incident who did not use deadly force.

SECTION 4. EXECUTIVE BOARD

The Executive Board of the PCFIT shall consist of the Sheriff and Chief, or their designee, of each agency with personnel assigned to the Team. Representatives of the Prosecutor’s Office and the Medical Examiner’s Office will be invited to all Board meetings and their input may be solicited. For voting purposes and for decision making in administering this agreement, it will be the majority rule of the Executive Board.

The Chairperson of the Executive Board will be designated by the Pierce County Police Chiefs Association for a term of two years. The Chairperson of the Executive Board shall schedule a meeting of the Executive Board in January of each year. The purpose of the meeting will be to receive a comprehensive report from the PCFIT Commander(s) concerning activities of the Team over the past year, address issues pertaining to the operation and support of the Team, and address changes to the PCFIT protocol. Special meetings may be called at any time by a member of the Executive Board. Special meetings may also be requested by the PCFIT Commander(s).

SECTION 5. PCFIT COMMANDERS

There will be at least two PCFIT Commanders. They will be the rank of lieutenant or higher and from different departments. The PCFIT Commanders shall have the responsibility to develop Standard Operating Procedure/Guidelines (SOP/G) and manage and coordinate the readiness and training of the Unit. Candidates for the PCFIT Commander position will be nominated by a member agency and selected by the Executive Board and will report directly to the Executive Board. The PCFIT Commanders will serve two years, but the term may be extended or terminated at the discretion of the Executive Board. A Commander must have strong interpersonal and leadership skills, with experience in complex criminal investigations and strong working knowledge of case law relevant to police use of force. A Commander shall not oversee, consult, or participate in any manner on any investigation where the Commander's employer is the involved agency.

SECTION 6. LEAD INVESTIGATORS

There will be at least two Lead Investigators from different departments. The Lead Investigators will be qualified senior investigators with experience in criminal investigations. The Lead Investigators will be nominated by a member agency and selected by the PCFIT Executive Board. The Lead Investigators must have strong leadership and organizational skills and should have a working knowledge of the Incident Command System (ICS) and be prepared to assume command in the absence of the PCFIT Commander. The Lead Investigators will assist the PCFIT in the development of the SOP/G, oversee investigations and assign PCFIT resources as needed. Lead investigators shall not participate in, oversee, or assign resources to investigations involving officers from their employer agencies.

SECTION 7. INVESTIGATORS

Investigators will be experienced officers with a background in criminal investigations. Investigators shall meet state law requirements for officers investigating use of deadly force. They must be adept at working with multiple agencies. The Investigators will be selected by the PCFIT Commanders with input from the non-law enforcement community representatives and the permission of the investigators agency's chief executive or designee.

SECTION 8. NON-LAW ENFORCEMENT COMMUNITY REPRESENTATIVES

Each Member Agency shall appoint at least one civilian to fulfill the duties assigned by WAC 139-12-030, provided that Member Agencies may use Non-Law Enforcement Community Representatives appointed by other Member Agencies upon mutual agreement. The Executive

Board shall create a transparent process for soliciting names and creating a roster of individuals willing to serve in this capacity.

SECTION 9. TRAINING

The Member Agencies will ensure that personnel assigned to PCFIT either have completed or will complete classes in the following core areas:

Criminal Investigations

Crime Scene Investigations

Basic Homicide Investigations

Interview and Interrogation

Officer Involved Shooting Investigations

LETCSA Violence De-escalation and Mental Health training

Assigned personnel are expected to complete all the core classes within two years of being assigned. In addition, member agencies are encouraged to provide their investigators with advanced training courses. These courses may include advanced homicide investigation, blood stain pattern analysis, crime scene photography/videography, and other classes relevant to their assignment with the PCFIT.

SECTION 10. ACTIVATION

Upon request of the involved agency to investigate an officer-involved use of force resulting in substantial bodily harm, great bodily harm or death, the following Protocol shall automatically and immediately take effect:

- A Chief of Police, Sheriff, WSP Commander, or their designee, shall make the request for the PCFIT to South Sound 911 (SS911).
- SS911 shall contact the PCFIT Commander through standard call-out procedures identified on the PCFIT phone tree or contact list.
- The PCFIT Commander shall assign the Lead Investigator. The Lead Investigator shall be responsible for determining how many investigators will be needed during the initial response.
- The Lead Investigator, other investigators and crime scene processors called out shall not be from the involved agency.

SECTION 11. RESPONSIBILITIES

- The involved agency shall make the initial request to activate the PCFIT.
- The involved agency will immediately secure the crime scene(s). This responsibility includes preservation of the integrity of the scene(s) and its/their contents, controlling access to the scene(s), and the identification and separation of witnesses. Use of allied agency resources may be necessary to accomplish this task.
- The venue agency, if not also the involved agency, shall make facilities and equipment available as needed by the PCFIT. No specialized equipment belonging to the involved agency may be used by the investigative team unless no reasonable alternative exists, the equipment is critical to carrying out the independent investigation, and the use is approved by the PCFIT commander. If the equipment is used, the nonlaw enforcement community representatives on the PCFIT must be notified about why it needs to be used and steps taken to strictly limit the role of any involved agency personnel in facilitating the use of that equipment.
- The involved agency shall provide a command-level liaison and make appropriate department personnel available to provide information as needed for the investigation.

SECTION 12. AUTHORITY

Once the PCFIT has agreed to investigate an incident as requested by the involved agency's chief executive, the PCFIT shall have sole and exclusive authority concerning the investigation of the incident. The PCFIT Commander(s) or designee will provide limited briefings about the progress of the investigation to the involved agency's designated command level liaison throughout the course of the investigation.

SECTION 13. INVESTIGATIVE PRIORITY

The criminal investigation has investigative priority over the administrative investigation, and shall begin immediately after an incident has occurred. Provided, however, that the criminal investigation shall be conducted in a manner that does not inhibit the Involved Agency from conducting a timely administrative investigation.

SECTION 14. INVESTIGATIVE GOALS – SHARING OF INFORMATION

The goal of the investigation is to develop all available relevant information about the incident. When the investigation is completed, including all forensic testing, toxicology report and autopsy reports, the case will be submitted to the County Prosecutor. The County Prosecutor will make a final determination as to whether the use of deadly force satisfies the statutory "good faith" standard, and on the presence or absence of criminal culpability on the part of the officers involved in the incident.

No information about the ongoing independent investigation will be shared with any member of the involved agency, except limited briefings given to the designated command level liaison of the involved agency about the progress of the investigation.

If the chief or sheriff of the involved agency requests that the PCFIT release the body cam video or other investigation information of urgent public interest, the PCFIT commander should honor the request with the agreement of the prosecutor.

The investigation may incidentally provide factual information to the involved agency's management for its internal use. While the Criminal Investigators do not direct their investigative attention to administrative concerns, it is recognized that the Criminal Investigation's results are of proper interest to agency management for its internal use, and those results are fully available for that purpose.

SECTION 15. INVESTIGATIVE REQUIREMENTS

The investigation is required to follow the rules of law, which apply to all criminal proceedings; these include constitutional, statutory and case law. Investigators will maintain the integrity of the investigation by following the rules of evidence throughout the investigation.

The investigation will be performed in a manner that provides a thorough, fair, complete and professional investigation, free of conflicts of interest.

SECTION 16. COSTS

Each member agency shall be responsible for their employees' wages and associated personnel costs. The involved agency shall be responsible for reasonable or extraordinary investigative expenditures (to include, but not limited to, hospital security). The involved agency shall be advised of all extraordinary costs associated with the investigation, but shall not have the power to veto or prohibit the expenditure of any necessary expenditures.

SECTION 17. EVIDENCE

- **Evidence Storage:** All evidence shall be stored at a non-involved agency property room as designated by the PCFIT Commander. The PCFIT Commander shall coordinate with the member agency's chief executive or designee to ensure compliance with that agency's policies and procedures. The involved agency shall be responsible for storage and handling costs of extraordinary items such as vehicles, HAZMAT, etc.

- Evidence Retention: Evidence shall remain in the custody of the designated, non-involved agency property room until the Pierce County Prosecutor has reviewed the case and made a charging determination or has authorized the release of evidence.
 - If no charges are filed, all evidence will be transferred to the involved agency's property room.
 - If charges are filed, all evidence will remain in the custody of the designated, non-involved agency property room until the completion of the criminal prosecution. Once the criminal prosecution is completed all evidence will be transferred to the involved agency's property room.

SECTION 18. CASE FILES

- All original reports, statements and other documentation related to the investigation will be electronically filed with SS911.
- While the investigation is in process and not yet forwarded to the prosecutor, access to the electronic case files will be restricted to personnel conducting the investigation. Under no circumstances will reports or other case material be disseminated without the written consent of the Commander.
- The complete investigation will be sent to the Pierce County Prosecuting Attorney's Office for review.
- Once the investigation is complete, the involved agency will be granted access to the case files to conduct their administrative investigation. The non-law enforcement PCFIT representatives shall also have access to the completed case file. Public dissemination of the case files shall be consistent with state law.

SECTION 19. VEHICLE INCIDENTS

When requested, the PCFIT will investigate incidents in which the use of a vehicle is an intentional use of force that causes substantial bodily harm, great bodily harm or death. In these investigations, the PCFIT may utilize experienced Collision Reconstructionists and other appropriate resources.

This section is not to imply that the PCFIT will be activated in a police involved collision causing great bodily harm or death where the collision was not a result of an intentional use of force.

SECTION 20. COMMAND STAFF BRIEFING

The purpose of this briefing is to advise the Command Staff from the involved agency the status of the incident and to determine what information is appropriate for media releases. In

addition to the Command Staff from the involved agency, the attendees to this meeting typically will consist of the PCFIT Commander and Lead Investigator.

SECTION 21. PHYSICAL EVIDENCE COLLECTION, PRESERVATION, AND ANALYSIS

Member agencies having the capability to assist PCFIT Investigators in the documentation of the scene(s) and to assist in the collection, preservation, and analysis of physical evidence may do so providing they possess the requisite training and experience, provided that agencies involved in the use of force shall not assist with the collection, preservation, or analysis of physical evidence.

Prior to final relinquishment of the scene, the Lead Investigator, crime scene Investigators/ professionals, and PCFIT Commander will confer to determine if the collection of evidence is complete.

SECTION 22. EMPLOYEE RIGHTS

Law enforcement employees have the same rights and privileges regarding criminal investigative interviews that any other citizen would have, including the right to remain silent, the right to consult with an attorney prior to an interview, and the right to have an attorney present during the interview.

SECTION 23. OFFICER INTERVIEWS

- Witness officers
 - Witness officers will provide a written report and/ or recorded interview as deemed appropriate by the Lead Investigator.
- Involved officers
 - Statements from the officers using force must be completely voluntary. Under no circumstances are investigators to take a compelled statement from the involved officer(s). Any compelled statements obtained in Administrative Investigations shall not be shared with the PCFIT investigative team.

SECTION 24. PUBLIC SAFETY STATEMENT

Public Safety Statements should be taken with consideration of the Involved Agency's policies, procedures and documents. The public safety statement may include:

- Any outstanding suspects
- Location of evidence
- Location of potentially injured people

- Any general public safety concerns

SECTION 25. REPORT WRITING

1. All investigators participating in the criminal investigation will write reports documenting their participation.
2. The Investigators within each investigative team will allocate and divide among themselves the responsibility for documenting interviews and observations.
3. Prompt completion of reports is essential. All involved agencies and investigators will strive for report completion within 7 days of any investigative activity. The Medical Examiner's report may be delayed beyond 30 days pending results of some scientific tests.

SECTION 26. PUBLIC TRANSPARENCY AND MEDIA RELATIONS

The PCFIT Commander shall provide public updates about the investigation a minimum of once per week, even if there is no new progress to report. When an investigation is complete, the information will be made available to the public in a manner consistent with applicable state law.

The PCFIT Executive Board shall ensure that all the following is made available to the public:

- The names of the members, supervisors, commanders, and non-law enforcement community representatives on the PCFIT.
- The PCFIT policies and procedures

During investigations, the PCFIT commander shall insure that all state law requirements for notification of family members and Tribes are followed.

1. PCFIT: Once the PCFIT has initiated an investigation, all media releases related to the investigation shall be made by the PCFIT Public Information Officer (designated by the PCFIT Commander) after consultation with the involved agency's chief executive or designee, and after review by the PCFIT's non-law-enforcement community representatives. The PCFIT may release information typically on the day of the incident, an intermediate news release, and then a release when the complete investigation is sent to the Prosecutor.
2. THE INVOLVED AGENCY: The involved agency's Public Information Officer ("PIO"), or other official designee, will release information in coordination with PCFIT supervisors. It shall be the responsibility of the involved agency to determine when the involved

officer's name will be released to the public, pursuant to their policies and procedures and consistent with the requirements of state laws including the Public Records Act.

SECTION 27. FAMILY AND TRIBAL LIAISONS

The Lead Investigator will assign a liaison to the family of the person against whom deadly force has been used. The liaison will make every effort to keep the family informed of the status of the investigation and provide details that do not compromise the integrity of the investigation. A Tribal liaison shall be assigned if the person against whom deadly force was used is a member of a recognized Indian Tribe.

SECTION 28. PROSECUTOR PROTOCOL

The Lead Investigator will ensure adherence to the Pierce County Prosecutor's Officer Involved Fatal Incident Protocol. Questions regarding the Prosecutor's protocol or legal questions related to the investigation should be referred to the Pierce County Prosecuting Attorney's Office.

SECTION 29. SANCTIONS/REMOVAL OF MEMBER AGENCY

Willful violations of the protocol agreement will be brought to the attention of the Executive Board by the PCFIT Commander or Lead Investigator. The Executive Board, by majority vote, may elect to immediately stop the investigation and turn the investigation over to the involved agency for another independent agency to investigate. A member agency failing to abide by this agreement may also be removed from the PCFIT by a majority vote of the Executive Board.

SECTION 30. TERM OF AGREEMENT

This Agreement shall become effective on the date it is executed by all signing parties, and shall remain in full force and effect and is intended to be indefinite.

SECTION 31. TERMINATION

A party may terminate this Agreement or, alternatively, withdraw its participation in the PCFIT by providing written notice to the chief law enforcement officer for each member agency of its intent to terminate or withdraw from this agreement. A notice of termination or withdrawal shall become effective upon the latter of: a) 30 days after service of the notice on the chief law enforcement officers for all member agencies; or b) at the conclusion of any PCFIT investigation that is pending on the date of the written notice of intent to terminate or withdraw from this Agreement.

SECTION 32. STATUS OF OFFICERS ASSIGNED TO PCFIT

- Pursuant to RCW 10.93.050, each officer assigned to the PCFIT remains the employee of the party who hired the officer, and is not an employee of any other member agency.
- Member agencies shall not allow officers who have been disciplined for dishonesty, bias or improper use of force to be assigned to the PCFIT.

SECTION 33. LIABILITY, HOLD HARMLESS AND INDEMNIFICATION

Pursuant to RCW 10.93.040, it is understood and agreed that each member agency, its agents, employees, and insureds do not, by virtue of these Protocols, assume any responsibility or liability for the actions of another agency's officers.

Each party hereto shall be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers to the fullest extent required by law, and shall save, indemnify, defend and hold harmless all other parties from such liability. In the case of negligence of more than one party to this Agreement, any damages shall be in proportion to the percentage of negligence attributed to each party, and each party shall have the right to contribution from the other party in proportion to the percentage of negligence attributed to the other party. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party. The provisions of this section shall survive the termination or expiration of this Agreement.

SECTION 34. DISPUTE RESOLUTION

For the purpose of this Agreement, time is of the essence. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute.

SECTION 35. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference to this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement. To this end, the provisions of this Agreement are declared to be severable.

SECTION 36. MISCELLANEOUS

Any provision of this Agreement that imposes an obligation that continues after termination or expiration of this Agreement shall survive the term or expiration of the Agreement and shall be binding on the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

SECTION 37. EXECUTION OF AGREEMENT

This Agreement may be signed in counterparts by the parties. If the Agreement is signed by the parties in counterparts, it will be considered a fully executed Agreement.

PCDFIT

Print Name Title

Signature Date
Bonney Lake Police Department

Print Name Title

Signature Date
Buckley Police Department

Print Name Title

Signature Date
DuPont Police Department

Print Name Title

Signature Date
Eatonville Police Department

Print Name Title

Signature Date
Fife Police Department

Print Name Title

Signature Date
Fircrest Police Department

Print Name Title

Signature Date
Orting Police Department

Print Name Title

Signature Date
Pacific Police Department

Print Name Title

Signature Date
Pierce County Sheriff's Department

Print Name Title

Signature Date
Puyallup Police Department

Print Name Title

Signature Date
Roy Police Department

Print Name Title

Signature Date
Ruston Police Department

PCDFIT

Print Name _____ Title _____

Signature _____ Date _____
Gig Harbor Police Department

Print Name _____ Title _____

Signature _____ Date _____
Lakewood Police Department

Print Name _____ Title _____

Signature _____ Date _____
Milton Police Department

Print Name _____ Title _____

Signature _____ Date _____
Washington State Patrol

Print Name _____ Title _____

Signature _____ Date _____
Steilacoom Dept of Public Safety

Print Name _____ Title _____

Signature _____ Date _____
Sumner Police Department

Print Name _____ Title _____

Signature _____ Date _____
Tacoma Police Department

Chapter 139-12 WAC
LAW ENFORCEMENT TRAINING AND COMMUNITY SAFETY ACT—INDEPENDENT INVESTIGATIONS CRITERIA

NEW SECTION

WAC 139-12-010 Purpose. In 2015 the U.S. Department of Justice issued a final report from the 21st Century Task Force on Policing. A core focus of that report addressed strategies for improving relationships, increasing community engagement, and fostering cooperation. The report recommended clear and comprehensive policies on the use of force, training on the importance of de-escalation, crisis intervention and mental health, the provision of first aid, and recommended external and independent investigations in officer involved shootings resulting in injury or death. Initiative 940 and SHB 1064 incorporated those recommendations and these WAC implement the requirement of an independent investigation that is completely independent of the involved agency. The goal of this requirement is to enhance accountability and increase trust to improve the legitimacy of policing for an increase in safety for everyone.

Ultimately, this is about the sanctity of all human life; the lives of police officers and the lives of the people they serve and protect. The preservation of life has always been at the heart of American policing. RCW 9A.16.040 provides a legal justification for officers whose use of deadly force meets the "good faith" standard. RCW 10.114.011 requires that where the use of deadly force by a peace officer results in death, substantial bodily harm, or great bodily harm an independent investigation must be completed to inform any determination of whether the use of deadly force met the good faith standard established in RCW 9A.16.040 and satisfied other applicable laws and policies. The independent investigation is a criminal investigation and state law requires an "independent investigation" completely independent of the involved agency.

NEW SECTION

WAC 139-12-020 Definitions. Best practices - For the purpose of this chapter, best practices are defined as methods, techniques, and procedures that have consistently shown by research and experience to produce superior results and are established or proposed as a standard, suitable for widespread adoption in the law enforcement profession.

Complete investigation - The final work product of the IIT for the purpose of informing the prosecuting attorney's charging decision. An independent investigation must be completed to inform any determination of whether the use of deadly force met the good faith standard established in RCW 9A.16.040 and satisfied other applicable laws and policies.

Deadly force - As set forth in RCW 9A.16.010, "deadly force" means the intentional application of force through the use of firearms or any other means reasonably likely to cause death or serious physical injury.

Evanescent evidence - Physical evidence that may be degraded or tainted by human or environmental factors if left unprotected or unpreserved for the arrival of the independent investigation team (IIT); identification and contact information for witnesses to the incident; photographs and other methods of documenting the location of physical evidence and location/perspective of witnesses.

Good faith standard - As set forth in RCW 9A.16.040, "'good faith" is an objective standard which shall consider all the facts, circumstances, and information known to the officer at the time to determine whether a similarly situated reasonable officer would have believed that the use of deadly force was necessary to prevent death or serious physical harm to the officer or another individual."

Great bodily harm - As set forth in RCW 9A.04.110, "great bodily harm" means bodily injury which creates a probability of death, or which causes significant serious permanent disfigurement, or which causes a significant permanent loss or impairment of the function of any bodily part or organ.

Independent investigative team (IIT) - A team of qualified and certified peace officer investigators that operates completely independent of any involved agency to conduct investigations of police deadly force incidents. An IIT is created when multiple law enforcement agencies enter into a written agreement to investigate deadly force incidents in their geographical regions. The IIT will have at least two nonlaw enforcement community representatives directly participating in the vetting and selection of investigators and review conflict of interest statements submitted by investigators at the beginning of each investigation, and additional tasks as set out in this WAC. Each agency that enters into the agreement is considered a "member agency."

Initial incident response - This is the period in time immediately following a deadly force incident when involved agency personnel on scene and other first responders immediately take actions to render the scene safe and provide or facilitate life-saving first aid to persons at the scene who have life threatening injuries. Then the involved agency will immediately call the IIT and the primary focus of the involved agency shifts to the protection and preservation of evanescent evidence in order to maintain the integrity of the scene until the IIT arrives. Once the IIT arrives, and the IIT commander has the appropriate resources on scene, the involved agency will relinquish control of the scene to the IIT.

Involved agency - The agency that employs or supervises the officer(s) who used deadly force. There can be more than one "involved agency."

Necessary - As set forth in RCW 9A.16.010, "necessary" means that no reasonably effective alternative to the use of force appeared to exist and that the amount of force used was reasonable to affect the lawful purpose intended.

Prosecutor's review - The period of time when the IIT presents a completed investigation to the prosecutor, who then reviews all the facts and makes a charging decision.

Substantial bodily harm - As set forth in RCW 9A.04.110, "substantial bodily harm" means bodily injury which involves a temporary but substantial disfigurement, or which causes a temporary but sub-

stantial loss or impairment of the function of any bodily part or organ, or which causes a fracture of any bodily part.

NEW SECTION

WAC 139-12-030 Independent investigation criteria. There are five factors that are fundamental to enhancing public trust in the integrity of independent investigations involving police use of deadly force:

- Independence;
- Transparency;
- Communication;
- Credible process; and
- Credible investigators.

Standards are necessary for the public to assess whether the actions taken by the IIT are independent, transparent, credible, and communicated in a manner that builds public trust.

At a future date, in order to create accountability, it is necessary to establish a process to gather and review data about uses of deadly force, and subsequent investigations, and to report data so the public can determine if the standards for independent investigations are being met and are improving public trust.

(1) Independence.

(a) Independence is essential to integrity and objectivity of the investigation. Maintaining independence is achieved through compliance with rules and regulations designed to prohibit undue influence, and the appearance of undue influence, by the involved agency in the investigation.

(b) Standards for an investigation completely independent of the involved agency:

- No member of the involved agency may participate in any way in the investigation conducted by the IIT.
- No information about the ongoing independent investigation will be shared with any member of the involved agency, except limited briefings given to the chief or sheriff of the involved agency about the progress of the investigation so that they can manage the internal administrative investigation and communicate with their community about the progress of the investigation.
- If the chief or sheriff of the involved agency requests that the IIT release the body cam video or other investigation information of urgent public interest, the IIT commander should honor the request with the agreement of the prosecutor of jurisdiction.
- No specialized equipment belonging to the involved agency may be used by the independent investigative team unless no reasonable alternative exists, and the equipment is critical to carrying out the independent investigation. If the equipment is used, the nonlaw enforcement community representatives on the IIT must be notified about: 1 - why it needs to be used; and 2 - the steps taken to strictly limit the role of any involved agency personnel in facilitating the use of that equipment.

(2) Transparency.

(a) Transparency is the critical element of procedural justice that allows community members to assess whether the process of the in-

vestigation is conducted in a trustworthy manner and complies with the standards for the five listed factors.

(b) Standards for the transparency of an independent investigation:

- The policies and operating procedures of the IIT will be available to the public.

- The names of the members, supervisors, commanders, and nonlaw enforcement community representatives on the IIT will be available to the public.

- A minimum of two nonlaw enforcement community representatives will be assigned to each IIT to participate in the vetting, interviewing, and selection of IIT investigators; review conflict of interest statements; be present at the briefings with the involved agency(s) chief or sheriff; have access to the investigation file when it is completed; review all press releases and communication to the media; and review notification of equipment use of the involved agency.

- The nonlaw enforcement community representatives must sign a binding confidentiality agreement at the beginning of each deadly force investigation that remains in effect until the prosecutor of jurisdiction either declines to file charges or the criminal case is concluded.

- If the confidentiality agreement is violated, the representative may be subject to prosecution under RCW 9A.76.020 (Obstructing a law enforcement officer) and chapter 10.97 RCW, Washington State Criminal Records Privacy Act.

- The commander or other representative of the IIT will provide public updates about the investigation at a minimum of once per week, even if there is no new progress to report.

- When an independent investigation is complete the information will be made available to the public in a manner consistent with applicable state law.

(3) **Communication.**

(a) Communication is key to enhancing the public's perception of police legitimacy and fairness. A lack of open communication leads to suspicion and damages trust.

(b) Standards for communication during an independent investigation:

- A family member of the person against whom deadly force has been used will be notified as soon as they can be located by either the involved agency or the IIT, whichever is faster.

- A member of the IIT team will be assigned as a family liaison within the first twenty-four hours and keep the family, or a representative of the family's choice, apprised of all significant developments in the independent investigation and will give the family and the involved agency advance notice of all scheduled press releases.

- Neither the involved agency nor the IIT will provide the media with criminal background information of the person against whom deadly force has been used, unless it is specifically requested, and release of the information is required by the Public Records Act or other applicable laws.

- If the person against whom deadly force is used is, or is believed to be a member of a federally recognized tribe:

- The involved agency will notify the governor's office of Indian affairs (GOIA) in accordance with RCW 10.114.021.

- A member of the IIT will be assigned as a tribal liaison within the first twenty-four hours and keep the tribe (or a representative of

the tribe's choice) apprised of all significant developments of the investigation.

(4) **Credibility.**

(a) In order for investigations to be viewed as credible it is critical to demonstrate that the procedures followed are consistent, known to the public, and rooted in best practices for homicide investigations, with particular attention focused on those unique areas of evidence relevant to the officer's decision-making process. Equally important is the credibility of the investigators. Significant requirements are set for the selection of investigators for the IIT. Training, a history of ethical behavior, and demonstrated impartiality are critical to maintain confidence in the investigation.

(b) Standards for a credible independent investigative process:

- After life-saving first aid has been provided, members of the involved agency and other first responders at the scene will:

- Secure the incident scene and maintain its integrity until the independent investigative team arrives.

- The perimeter should be clearly marked and protected.

- Evanescent evidence must be located and preserved, consistent with best practices published annually by the criminal justice training commission.

- The independent investigation will follow accepted best practices for homicide investigations published and annually updated each year by the WSCJTC.

- An involved agency conducting a timely internal administrative investigation for compliance with department policy and procedures is critical to maintaining public trust and is separate and distinct from the independent investigation required by the law enforcement training and community safety act. To allow the involved agency to move forward with the administrative investigation in a timely fashion, the independent investigation required by LETCSA must be conducted in a manner that does not inhibit the involved agency from doing so. To accomplish this:

- The IIT commander must create and enforce firewalls, which is a process to prevent information sharing between the IIT from the involved agency, and train all team members to observe them to ensure no member of the IIT receives any compelled statements of the involved officer(s) or any investigative content that was informed by such compelled statements.

- The firewall system and training must ensure that the involved agency is affirmatively advised not to furnish "prohibited content" to the IIT.

- If any member of the IIT receives prohibited information, the investigator receiving the prohibited information must immediately report it to the supervisor and the member. The information will be removed and/or isolated from the remaining investigation unless the prosecutor of jurisdiction deems such action unnecessary.

- These requirements also apply to any "public safety" statements compelled from involved officers.

(c) The standards for credible investigators include:

(i) Appointed Members.

The chiefs and sheriffs who sign a written agreement to support and participate in the IIT shall appoint:

- The IIT leadership team, which includes an IIT commander, assistant or co-commander, and the logistics/administrative commander.

- At least two nonlaw enforcement community representatives who have credibility with and ties to communities impacted by police use of deadly force.

- All IIT leadership shall be commissioned peace officer(s), with previous experience in criminal investigations.

- The IIT supervisors shall be recommended by their agency to the IIT commander.

(ii) Selection Process for IIT Members.

The IIT commander shall make written notification to the member agency's leadership, soliciting personnel from their respective agencies for assignment to IIT.

The IIT leadership shall:

- Ensure all applicants meet all time, rank, and training prerequisites described in chapter xxx WAC.

- Ensure that qualified applicants are interviewed by a review board, which includes the nonlaw enforcement community representative advisor and other members of the IIT selected by the IIT commander.

- All applicants shall be interviewed using criteria pertinent for the position of an IIT investigator. The same questions should be asked of each applicant.

- At the conclusion of the review board the IIT commander shall consider the recommendations of the board and select those best suited for the needs of the IIT.

(iii) Requirements for IIT Investigators.

- Applicants for the position of investigator must be employed by a member agency of the IIT.

- The applicant shall be a commissioned peace officer in the state of Washington with previous experience as a detective or investigator, or have special skills or experience necessary for the team.

- The applicant must have the written recommendation from their immediate supervisor.

- The agency and applicant must commit to three years of service to the IIT (excludes promotion or exigent circumstances).

- The agency and applicant shall commit to ongoing advanced investigative training.

- The agency and applicant must commit to eight hours of semianual IIT training.

- The applicant must be willing to be on call and reasonably available for call-out.

- The applicant should meet the basic training requirements identified in this chapter.

(iv) Periodic Appointment Review.

The chief or sheriff of a member agency, and the IIT commander shall review the appointment of their IIT members who have served three years for possible rotation or replacement.

(v) Training Requirements.

The CJTC will issue an "IIT qualified investigator certificate" to ensure that those who are entrusted with investigating officer involved use of deadly force incidents meet a basic training requirement listed below prior to joining an IIT. Each of the classes listed below must contain at least forty hours of instruction approved by WSCJTC. To obtain a basic IIT certificate candidates must:

- Provide proof of at least three years of uninterrupted experience as a certified peace officer.

- Provide proof of successful completion of the basic training classes listed in this chapter.

(A) Basic training classes:

- Basic homicide investigation;
- Crime scene investigation;
- Interviewing and interrogation;
- Crime scene photography/videography; and
- Violence de-escalation and mental health.

(B) Advanced training classes.

Advanced training develops and maintains competence, which improves the credibility of the team. The advanced training classes, taken before and/or during appointment to an IIT, are desirable and member agencies should make reasonable efforts to provide this training. A minimum of twenty-four hours of training annually may include, but is not limited to, the following criminal investigation topics:

- Advanced homicide investigation techniques;
- Advanced interviewing and interrogation;
- Officer-involved shooting investigation;
- In-custody death investigation;
- Excited delirium and positional asphyxia;
- Bloodstain pattern analysis; and

• Other related training, seminars, and conferences or on-going training as offered by WSCJTC or other training venues on an as available basis.

(C) In-service training.

• All IIT members shall receive priority registration to LETCSA training as well as recertification every three years.

- The IIT shall train as a unit at least semiannually.

(vi) Demonstrated History of Honorable Behavior.

Investigators assigned to an IIT must have a work history free of sustained serious misconduct and/or a pattern of complaints and a personal history free of demonstrable bias or prejudice against community members that may be impacted by the deadly force incident.

Examples of disqualifying sustained misconduct and/or personal history include, but are not limited to:

- Discrimination of any type, based on protected classes identified by the equal employment opportunity commission.

- Theft, fraud, dishonesty, and abuse of authority including, but not limited to: Theft, falsifying an official police record or making a false statement, ACCESS (a centralized computer enforcement service system) violations, obtaining or disclosing confidential information, and excessive use of force.

- Dishonorable behavior including, but not limited to: Harassment, bullying, aggressive or intimidating behavior, or threats of violence, including domestic violence.

(vii) Conflicts of Interest.

Prior to each independent investigation, investigators must complete a "conflict of interest" assessment tool regarding any connection to the officers being investigated. The assessment (created by WSCJTC) will include questions about the investigator's prior interaction or relationship with officers being investigated, and will address social conflict, work conflict, and bias. The conflict assessment will be reviewed and approved by the nonlaw enforcement community representatives and the IIT commander.

D. CONSENT AGENDA

**City Council
May 26, 2020
(Virtual Meeting)**

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

Upon roll call the following members were present: Bender, Smith, Rose, Burbank, Wilbanks, Sundstrom and Morem. Also present were City Administrator Weed, City Planner Wallgren, Asst. Planner Lewis, City Attorney Olbrecht, Community Services Director Caviezel and Administrative Assistant Clark.

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 Rose seconded the motion. Motion carried.

STAFF REPORTS

City Administrator Weed and Community Services Director Caviezel gave a briefing on the multi-sport court project and RCO grant update.

MAIN AGENDA

Resolution No. 20-10 Declaring Completion of the 2015 Comprehensive Plan Periodic Update:

Council member Burbank moved to Approve Resolution No. 20-10, Adoption of Comprehensive Plan. Council member Smith seconded the motion. Motion carried.

Rental Agreement – The Rescue Church:

Council member Smith moved to Approve the Rental Agreement with the Rescue Church for use of the Youth Activity Center. Council member Burbank seconded the motion. Motion carried.

Design Review Modification Request – Mountain Man Investments:

Council member Smith moved to Approve the Request for a deviation from Highway 410 Design Review roof pitch standard to allow a 4 in 12 (4:12) pitched roof for a future building at 28301 112th St. E, should that building be approved according to separate permit processes described in BMC Title 20. Council member Rose seconded the motion. Motion carried

CONSENT AGENDA

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

COMMITTEE REPORTS

Mayor's Report:

Mayor Johnson shared the AWC Conference classes will be virtual and online until the end of the year. She urged the Council to get on and take a look.

The Council discussed with the Mayor if she would write a letter to the Governor to see if Buckley could be upgraded to Phase 2 in the reopening from Covid. The Mayor said she would write the letter.

Council member Sundstrom moved to adjourn. Council member Rose seconded the motion. Motion carried.

With nothing further the meeting was adjourned at 7:54 PM.

Mayor

City Administrator

Prepared by: Jessica Clark, Administrative Assistant

**CITY COUNCIL
STUDY SESSION/SPECIAL MEETING**

June 2, 2020

ATTENDEES: Council members Bender, Rose, Wilbanks, Sundstrom, Smith, Burbank, and Morem. Also in attendance were Mayor Johnson, City Administrator Weed, City Planner Wallgren, Associate Planner Lewis and Administrative Assistant Clark.

Mayor Pro Tem Smith called the regularly scheduled meeting to order at 7:00 PM.

Associate Planner Lewis gave a presentation on the Title 18 Subdivision Code Update and answered questions the Council had. Associate Planner Lewis announced there will be a Public Hearing on the Title 18 Subdivision Code Update on June 15th and this will be taken to the Council Meeting on June 23rd.

Mayor Johnson and City Administrator Weed discussed the Covid Virus with the Council and Pierce County moving safely and responsibly into Phase 2. All City Offices will add plexi-glass and City employees will wear masks.

With nothing further, the Study Session/Special Meeting was adjourned at 8:19 PM.

City Administrator Paul

Mayor Pat Johnson

Prepared by: Jessica Clark, Administrative Assistant

**City Council
June 9, 2020**

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

Upon roll call the following members were present: Bender, Smith, Rose, Burbank, Wilbanks, Sundstrom, and Morem.

Also present were: City Administrator Weed, Fire Chief Predmore, Administrative Assistant Clark, City Planner Wallgren, City Attorney Olbrechts, and City Clerk Percival.

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 Rose seconded the motion. Motion carried.

STAFF REPORTS

MAIN AGENDA

RES No. 20-11 Declaring Surplus a Parcel of Park Property & Authorizing the Sale

Council member Smith moved to Approve RES No. 20-11 Declaring Surplus a Parcel of Park Property Located at the NW Corner of Jefferson Ave. and “A” Street and Authorizing the City Administrator to Sell the Property for \$70,000 . Council member Rose seconded the motion. Upon roll call vote, motion carried 5/2.

Fire Department – Authorization to Purchase from Fund 030

Council member Sundstrom moved to Approve the Fire Chief to Expend Funds from Fund 0030 to Purchase a Power Cot Stretcher. Council member Burbank seconded the motion. Motion carried.

Staff shared that a Resolution will be brought forth at the next Council meeting due to this being a Sole Source Purchase.

CONSENT AGENDA

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

Payroll check numbers 38502 through 38543, and 38568, in the amount of \$85,103.55, and ACH payroll in the amount of \$388,543.29, for the month of March 2020. Payroll check numbers 38544 through 38567, and 38569 through 38584 in the amount of \$111,980.35, and ACH payroll in the amount of \$400,771.41, for the month of April 2020. Treasurer check numbers 12229

through 12233 in the amount of \$859.54, and EFT payments in the amount of \$11,224.59, for the month of February 2020. Treasurer check numbers 12234 through 12245 in the amount of \$4,881.00, and EFT payments in the amount of \$12,717.10, for the month of March 2020. Treasurer check numbers 12246 through 12252 in the amount of \$2,542.29, and EFT payments in the amount of \$931.29, for the period April 2020, are hereby approved and ordered paid this 9th day of June 2020.

COMMITTEE REPORTS

Mayor's Report:

Mayor Johnson shared that AWC's annual conference will be held completely online this year and there is no fee to participate. They will offer the ability to watch live or the view the programs recorded until January 2021.

Council member Sundstrom moved to adjourn. Council member Rose seconded the motion. Motion carried.

With nothing further the meeting was adjourned at 7:50 PM.

Mayor

City Administrator

Prepared By: Treva Percival, City Clerk

E. COMMITTEE REPORTS