



**BUCKLEY CITY COUNCIL MEETING AGENDA**  
**January 14, 2020**  
**Multi-Purpose Center, 811 Main Street**  
**City Council Meeting**  
**Opening 7:00 P.M.**

Call to Order  
Pledge of Allegiance  
Roll Call of Council Members

Next Ordinance #01-20  
Next Resolution #20-01  
Next Agenda Bill #AB20-001

**Bennon VanHoof – Swearing in as Officer**

Pg.

**A. Citizen Participation**

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

**B. Staff Reports**

**C. Main Agenda**

1. ORD No. \_\_\_\_-20 Old Fire Station/Police Station Rezone Pg.
2. RES No. 20-\_\_\_\_: Amending Personnel and Policy Manual (21<sup>st</sup> Revision) Pg.
3. The Blueline Group LLC Consultant Agreement Pg.
4. Supplement 2 for Design Phase – Cedar Street Improvements Pg.
5. Engineering Services Proposal – 2020 Utilities Project Pg.
6. Interagency Agreement – Washington Traffic Safety Commission Pg.
7. Rejection of Short-Term Telemetry Improvements Bids Pg.
8. Design Review Amendments Pg.
9. Declaring City Council Seat Vacancy and Approval of Vacancy Advertisement Pg.

**D. Consent Agenda**

10. A. Approve Minutes of November 12, 2019, Council Meeting Pg.  
Approve Minutes of November 26, 2019, Council Meeting Pg.  
Approve Minutes of December 10, 2019, Council Meeting Pg.
- B. Claims
- C. Transfer Voucher
- D. Payroll

**E. Committee Reports**

11. Mayor's Report Johnson
  - Appointment of Mayor Pro Tem
  - Council Standing Committee Appointments (temporary until full Council is established)
12. Council Member Comments & Good of the Order

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



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

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## **CITY OF BUCKLEY MEETING LIST**

### **January 2020**

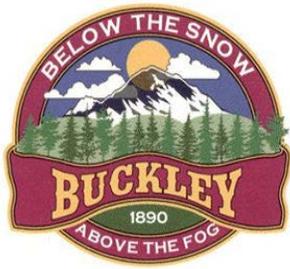
|                   |                    |  |
|-------------------|--------------------|--|
| <del>Jan. 7</del> | <del>7:00 PM</del> | <del>City Council Study Session</del> <b>CANCELLED</b> |
| Jan. 13           | 7:00 PM            | Planning Commission                                    |
| Jan. 14           | 7:00 PM            | City Council   |
| Jan. 27           | 7:00 PM            | Planning Commission                                    |
| Jan. 28           | 7:00 PM            | City Council   |

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

# January 2020



| Sun | Mon                                | Tue                      | Wed   | Thu | Fri | Sat |
|-----|------------------------------------|--------------------------|---|-----|-----|-----|
|     |                                    |                          | 1<br>City Hall Closed<br><br> | 2   | 3   | 4   |
| 5   | 6                                  | 7<br><br>7 Study Session | 8   | 9   | 10  | 11  |
| 12  | 13<br><br>7 Planning Commission    | 14<br><br>7 City Council | 15  | 16  | 17  | 18  |
| 19  | 20<br><br>Holiday—City Hall Closed | 21                       | 22  | 23  | 24  | 25  |
| 26  | 27<br><br>7 Planning Commission    | 28<br><br>7 City Council | 29  | 30  | 31  |     |



# Buckley Police Department

**Chief James B. Arsanto**

## OFFICER'S OATH

I Bennon VanHoof, do solemnly swear that I am a citizen of the United States and of The State of Washington; that I will support the Constitution and laws of the United States, the Constitution and laws of the State of Washington, and the laws and Ordinances of the City of Buckley Washington. I will abide by the Mission, Vision and Goals of the Buckley Police Department.

I will to the best of my judgement, skill and ability, truly, faithfully, diligently, and Impartially perform the duties of the position of Police Officer in and for the City of Buckley, Pierce County, Washington, as such duties are prescribed by law, so help me God.

\_\_\_\_\_  
Police Officer  
Bennon VanHoof

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

146 S Cedar St. – PO BOX 640 – Buckley WA. 98321 PH: 360.829.3157 FX: 360.829.0133

## A. CITIZEN PARTICIPATION

## B. STAFF REPORTS

## C. MAIN AGENDA



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

| ITEM INFORMATION  |                                      |         |                 |
|---|--------------------------------------|---------|-----------------|
| <b>SUBJECT:</b><br><br><b>ORD No. ___-20 Adopting the Findings and Conclusions of the Hearing Examiner's Recommendation for the City Rezone</b><br><br>Cost Impact: \$<br>Fund Source:<br>Timeline:   | <b>Agenda Date: January 14, 2020</b> |         | <b>AB20-001</b> |
|   | Department/Committee/Individual      | Created | Reviewed        |
|   | Mayor Pat Johnson                    |         | X               |
|   | City Administrator – Dave Schmidt    |         | X               |
|   | City Attorney – Phil Olbrechts       |         | X               |
|   | City Engineer – Dominic Miller       |         |                 |
|   | City Clerk – Treva Percival          |         | X               |
|   | Finance Dept – Sandra Groshong       |         |                 |
|   | Building Official – Mike Deadmond    |         |                 |
|   | Fire Dept – Chief Predmore           |         |                 |
|   | Parks & Rec Dept – Kevin Caviezel    |         |                 |
|   | Planning Dept – Leticia Wallgren     | X       | X               |
| Police Dept – Chief Arsanto   |                                      |         |                 |
| Municipal Court – Jessica Cash  |                                      |         |                 |
| PW/Utilities – Chris Banks  |                                      |         |                 |
| <b>Attachments:</b> Exhibit A (Recommendation), Exhibit B (Legal Description), and Ordinance  |                                      |         |                 |
| <p>SUMMARY STATEMENT: The former City Police and Fire stations have been sold to private parties. Their current zoning designation, Public (P) is not appropriate for the existing and proposed uses. A rezone from Public (P) to Historic Commercial (HC) will assign a designation that is consistent with the surrounding zone and the implementation of the comprehensive plan.</p> |                                      |         |                 |
| COMMITTEE REVIEW AND RECOMMENDATION: Hearing Examiner – Approval Recommended  |                                      |         |                 |
| <b>RECOMMENDED ACTION: MOVE to Approve Ordinance No. 01-20, Adopting the Findings and Conclusions of the Hearing Examiner's Recommendation for the Rezone of the Old Police Station lot and the Old Fire Station lot.</b>   |                                      |         |                 |
| RECORD OF COUNCIL ACTION  |                                      |         |                 |
| Meeting Date  | Action                               | Vote    |                 |
|   |                                      |         |                 |
|   |                                      |         |                 |
|   |                                      |         |                 |
|   |                                      |         |                 |

**OFFICE OF THE HEARING EXAMINER**

**CITY OF BUCKLEY**

**REPORT AND RECOMMENDATION**



**FILE NO.:** R-19-0002  
OLD POLICE/FIRE STATION REZONE

**APPLICANT:** City of Buckley  
Attn: Dave Schmidt, City Administrator  
P.O. Box 1960  
Buckley, WA 98321

**PLANNER:** Leticia Wallgren

**SUMMARY OF REQUEST:**

City of Buckley is seeking to rezone property located at 133 Cedar Street and 151 Cedar Street. An old police station is located at 133 Cedar Street and an old fire station is located at 151 Cedar Street. Both these lots are zoned Public. The City is seeking to rezone both lots to Historic Commercial. The purpose of the rezone will be to bring the lots in conformity with adjacent lots, which are zoned Historic Commercial and to create a designation that demonstrates consistency with the spirit and intent of the area.

**SUMMARY OF RECOMMENDATION:** Request granted.

**DATE OF RECOMMENDATION:** January 2, 2020

**PUBLIC HEARING:**

After reviewing the Planning Department Staff Report and examining available information on file with the application, the Examiner conducted a public hearing on the request as follows:

The hearing was opened on December 16, 2019, at 2:00 p.m.

Parties wishing to testify were sworn in by the Examiner.

The following exhibits were submitted and made a part of the record as follows:

- EXHIBIT A - Planning Department Staff Report**
- EXHIBIT 1 - Rezone Application**
- EXHIBIT 2 - Project Narrative**
- EXHIBIT 3 - Parcels Current Zoning Map**
- EXHIBIT 4 - Parcels Legal Description**
- EXHIBIT 5 - Parcels Vicinity Map**
- EXHIBIT 6 - Notice of Application and Public Hearing**
- EXHIBIT 7 - Old Buckley Fire Station Purchase and Sale Agreement**
- EXHIBIT 8 - Old Buckley Police Station Purchase and Sale Agreement**

**The Minutes of the Public Hearing set forth below are not the official record and are provided for the convenience of the parties. The official record is the recording of the hearing that can be transcribed for purposes of appeal.**

Appearing was LETICIA WALLGREN, City planner, who briefly summarized the Staff Report, which is hereby incorporated by reference. The applicant, City of Buckley, is moving to rezone two parcels of property located at 133 Cedar Street and 151 Cedar Street. Both lots are currently zoned Public. Their Comprehensive Plan designation for both is Commercial and Mixed Use (CMU). The City is requesting that the zoning be changed from Public to Historic Commercial to bring the lots in conformity with the lots to the north and the west. The building at 133 Cedar Street has historically been used as a police station, but was vacated several years ago and it is now empty. The building located at 151 Cedar Street was used as a fire station and has been converted to a cross fit gym and is currently rented. The City desires to sell both of these properties. However, in order to sell the properties they need to have a rezone so they may be used for commercial purposes. The City desires to maintain the historical interest in both of these buildings and therefore is asking for the Historic Commercial zoning designation. The City code does not contain any criteria for granting or denial of a rezone. The Comprehensive Plan designates both sites as Commercial and Mixed Use. The Staff Report indicates that the parcels to the north, south, east, and west of the two lots share the Commercial Mixed Use designation. The surrounding neighborhood is developed with multi-family, commercial, and public use. Both lots are zoned Public. The purpose of the public zone is to provide public services for all public needs to create a strong and sustainable economy and provide public services efficiently. The current zoning is inconsistent with the Comprehensive Plan designation of commercial and mixed use. RCW 36.70A.130(D) provides in pertinent part "Any amendment of or revision to development regulations shall be consistent with and implement the comprehensive plan". In Ahmann-Yamane, L.L.C., v. Tabler, 105 Wn. App. 103 (2001). The court held in pertinent part that: "In fact, if a proposed rezone implements the policies of a comprehensive plan, a showing of changed circumstances is not required". While the City code does not provide any criteria for a rezone, the case law and statutes indicate that bringing the zoning in conformance with a comprehensive plan is favored. The comprehensive plan states in pertinent part that a commercial and mixed use

area is an area where uses are to be more people-oriented with less intense retail than in an I and GC. Uses are to include residences above retail and provision of a buffer zone allowing commercial zones in which single-family and high density and multi-family uses are allowed. Staff has reviewed the proposal and recommends approval of same. It should be noted that if the Hearing Examiner decides to approve the rezone, no conditions are needed just the Hearing Examiner's recommendation is all that is requested.

Appearing was the Mayor of Buckley, Patricia Johnson, who has read the Staff Report, is in agreement with it, and requests approval of staff's recommendation.

No one spoke further and the Hearing Examiner took this matter under advisement. The hearing was concluded at 2:12 p.m.

**NOTE:** A complete record of this hearing is available in the office of the City of Buckley Planning Department.

### **FINDINGS, CONCLUSIONS, AND RECOMMENDATION:**

#### **FINDINGS:**

1. The Hearing Examiner has admitted documentary evidence into the record, heard testimony, viewed the site, read the Staff Report and its exhibits, and researched the issues.
2. The City of Buckley is the owner of two irregularly shaped parcels of property located at 133 and 151 Cedar Street, Buckley.
3. The proposed rezone is exempt from SEPA review. The City SEPA responsible official has determined the project is exempt from SEPA review pursuant to WAC 197-11-800(6)(c) because the proposed zone implements the comprehensive plan. Staff has testified that a rezone is necessary for consistency with the comprehensive plan use map designation.
4. Notice of the public hearing was given in compliance with Buckley Municipal Code.
5. The Staff Report with its attachments adequately summarizes the issues before the Examiner and its findings and conclusions are hereby incorporated by reference.
6. The City of Buckley is the owner of two irregularly shaped parcels of property located at 133 and 151 Cedar Street, Buckley. Both lots are improved with buildings. The building located at 133 Cedar Street is the former police station. The building located at 151 Cedar Street is the former fire station. The fire station is currently being leased to a cross fit gym organization and the police station is vacant. The owner of the cross fit business wishes to purchase the old fire station

and apparently there is a separate private owner who wishes to purchase the old police building. The City has contracts for sale for both parcels of property. The City is requesting a rezone of these parcels from Public to Historic Commercial. The rezone will bring the lots in conformance with the comprehensive plan, which designates these lots as commercial and mixed use. A rezone will provide continuity with other lots in the area. It should be noted that the desire of the City is to maintain the history of these buildings.

7. Both lots are zoned Public. The comprehensive plan designates both lots as Commercial and Mixed Use.
8. The parcels to the north, south, east, and west of the subject area have a comprehensive plan designation of Commercial and Mixed Use.
9. Rezoning these lots to Historic Commercial would be consistent with the surrounding lots to north and the west and would cause the zoning to be consistent with the provisions of the comprehensive plan.
10. The City of Buckley zoning code contains no criteria for the granting or denial of a rezone application. However, the appellate courts in the State of Washington have imposed rezone criteria requiring that proponents of a rezone establish that conditions have substantially changed since the original zoning and that the rezone must bear a substantial relationship to the public health, safety, morals, or welfare. See Ahmann-Yamane, LLC, v. Tabler, 105 Wn. App. 103, 111 (2001). However, if a rezone implements a comprehensive plan a showing of change of circumstances is not required according to the Ahmann decision. RCW 36.70A.130(D) provides in pertinent part that any amendment or revision to development regulations shall be consistent with and implement the comprehensive plan. In the instant case this rezone will provide consistency between the comprehensive plan and the zoning of the subject area. The Ahmann case and cases cited therein indicates that if in fact a proposed rezone implements the policies of a comprehensive plan, a showing of changed circumstances is not required. In the instant case this rezone will implement the policies of the comprehensive plan and therefore a demonstration of substantial changes circumstances is not necessary. Although when you look at the buildings and look at the changes in use over the years it is more likely than not that a substantial change of circumstances has occurred to support a rezone. The change in neighborhood, cross fit gym, and the absence of public services in the immediate area would all support a finding of a change in circumstances.

Based on the foregoing Findings the Examiner makes the following Conclusions.

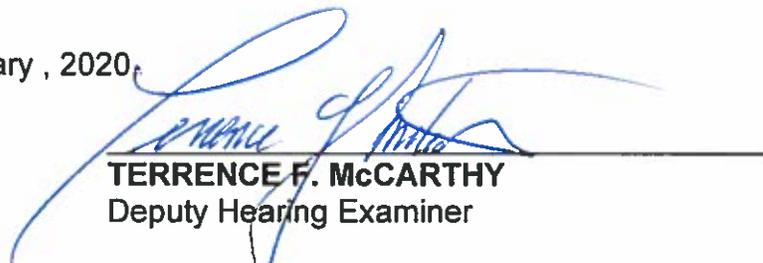
**CONCLUSIONS:**

1. The Hearing Examiner has jurisdiction to consider and decide the issue presented.
2. The proposed rezone from Public to Historic Commercial implements the comprehensive plan designation of Commercial and Mixed Use. Both case law and statutory structure indicate that there should be consistency between the comprehensive plan designation and the zoning code designation. There is absolutely no evidence of any adverse impacts caused by this rezone and therefore the Examiner recommends to the City Council that the application for rezone be approved.

**RECOMMENDATION:**

The Hearing Examiner recommends to the City Council that the application for rezone of the parcels located at 33 and 151 Cedar Street from Public to Historic Commercial be granted.

ORDERED this 2nd day of January , 2020.



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**TERRENCE F. McCARTHY**  
Deputy Hearing Examiner

TRANSMITTED this 2nd day of January , 2020, to the following:

**APPLICANT:** City of Buckley  
Attn: Dave Schmidt, City Administrator  
P.O. Box 1960  
Buckley, WA 98321

**OTHERS:**

CITY OF BUCKLEY

5X

## APPEAL PROCEDURES

### 20.01.260 Appeals.

(7) Judicial Appeal. BMC 20.01.030 identifies final decisions appealable to superior court (Hearing Examiner decision are identified as going to superior court). In lieu of superior court, some appeals of final decisions are required by state law to be filed in other forums. The appellant bears the responsibility of filing an appeal in the proper forum and no assurances are made as to the accuracy of the forums designated for appeal in Table 1, BMC 20.01.030.

- (a) The cost of transcribing and preparing all records ordered certified by the court or desired by the appellant for such appeal shall be borne by the appellant.
- (b) Prior to the preparation of any records, the appellant shall post with the city clerk an advance fee deposit in the amount specified by the city clerk. Any overage will be promptly returned to the appellant.

**Legal Description for 133 Cedar St (parcel # 2975000800):**

Section 03 Township 19 Range 06 Quarter 31 CHAMBERLAINS : PARCEL A OF ROS FOR BLA PER 2019-01-10-5005 DESC AS FOLL L 2 & 3 B 15 EXC THEREFROM THAT POR OF SD L 3 LYING S OF THE FOLL DESC LI COM AT THE SE COR OF SD L 3 TH N 1 DEG 23 MIN 41 SEC W ALG

**Legal Description for 151 Cedar St. (parcel # 2975000810):**

Section 03 Township 19 Range 06 Quarter 31 CHAMBERLAINS : PARCEL B OF ROS FOR BLA 2019-01-10-5005 DESC AS FOLL L 3 & 4 & N .4 FT OF L 5 B 15 EXC THEREFROM THAT POR OF SD L 3 LYING N OF THE FOLL DESC LI COM AT THE SE COR OF SD L 3 TH N 1 DEG 23 MIN

**CITY OF BUCKLEY, WASHINGTON**

**ORDINANCE NO. \_\_\_ - 20**

**AN ORDINANCE OF THE CITY OF BUCKLEY, WASHINGTON, CONCERNING TWO LOTS OF RECORD LOCATED AT 133 CEDAR STREET (PARCEL NUMBER 2975000800) AND 151 CEDAR STREET (PARCEL NUMBER 2975000810) ; TO ALLOW A REZONE FROM THE PUBLIC (P) ZONE TO THE HISTORIC COMMERCIAL (HC) ZONE FOR CONSISTENCY WITH THE SPIRIT AND INTENT OF THE ZONE AND THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

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**WHEREAS**, the current City Comprehensive Plan was adopted in 2015; and

**WHEREAS**, the Comprehensive Plan allows for various zones within each Comprehensive Plan district; and

**WHEREAS**, the subject parcel is designated Commercial and Mixed Use (C-MU) by the City Comprehensive Plan; and

**WHEREAS**, the Historic Commercial (HC) zone is implementing the C-MU Comprehensive Plan designation; and

**WHEREAS**, the subject .05-acre property located at 133 Cedar Street (Parcel #2975000800) and the subject .12-acre property located at 151 Cedar Street (Parcel #2975000810) are currently zoned Public (P); and

**WHEREAS**, the HC zone is intended to preserve and maintain commercial parcels for neighborhood-oriented businesses and pedestrian connectivity per the Buckley comprehensive plan; and

**WHEREAS**, the P zone is intended to provide public services for all public needs to create a strong and sustainable economy and provide public services efficiently; and

**WHEREAS**, the City Zoning Code recognizes the P zone is not conducive to intended commercial uses; and

**WHEREAS**, the surrounding land is mostly zoned Historic Commercial (HC) and Neighborhood Mixed-Use (NMU); and

**WHEREAS**, any current and future use of the property must comply with the City's zoning code; and

**WHEREAS**, rezoning to HC will improve this parcel's compatibility with the surrounding neighborhood's commercial nature; and

**WHEREAS**, the City provided proper notice of this application and the public hearing pursuant to the Buckley Municipal Code; and

**WHEREAS**, this rezone is exempt from State Environmental Policy Act (SEPA) review pursuant to WAC 197-11-800(6)(c); and

**WHEREAS**, the Hearing Examiner conducted a public hearing on this proposal on December 16, 2019; and

**WHEREAS**, the Hearing Examiner recommended, on January 02, 2020, that Buckley City Council grant the applicant's request for a rezone; and

**WHEREAS**, the City Council finds that the applicant's request for a rezone is consistent with the goals and policies of the Comprehensive Plan and the Buckley Municipal Code and is granted;

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

**Section 1.** The City Council adopts the findings and conclusions of the hearing examiner recommendation, attached as Exhibit A, in support of this rezone request

**Section 2.** The subject property located at 133 Cedar Street, Parcel #2975000800 and the subject property located at 151 Cedar Street, Parcel #2975000810, with legal descriptions attached as Exhibit B, are hereby rezoned from Public (P) to Historic Commercial (HC)

**Section 3.** Staff is authorized to change the 2015 zoning map to reflect this change.

**Section 4.** 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 5.** 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 6.** Effective date. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the city, and shall take effect and be in full force five (5) days after publication.

APPROVED by the Buckley City Council this 14<sup>th</sup> day of January 2020.

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

**ATTEST:**

\_\_\_\_\_  
Treva Percival, City Clerk

**APPROVED AS TO FORM:**

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

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

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



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

| ITEM INFORMATION   |                                      |         |                 |
|--|--------------------------------------|---------|-----------------|
| <b>SUBJECT:</b><br><br><b>RES No. 20-__ Amending<br/>Personnel Policy – Revision #21</b><br><br>Cost Impact: \$<br>Fund Source:<br>Timeline:   | <b>Agenda Date: January 14, 2020</b> |         | <b>AB20-002</b> |
|  | Department/Committee/Individual      | Created | Reviewed        |
|  | Mayor Pat Johnson                    |         | X               |
|  | City Administrator – Dave Schmidt    |         | X               |
|  | City Attorney – Phil Olbrechts       |         | X               |
|  | City Engineer – Dominic Miller       |         |                 |
|  | 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           |         |                 |
| <b>Attachments:</b> Resolution   |                                      |         |                 |
| SUMMARY STATEMENT: Resolution amending Sections 6.19 of the Personnel Policy and Administrative Procedures Manual clarifying what benefits the City provides in its employee healthcare package.<br><br>Section 6.19 is amended to read as shown in the attached Resolution. |                                      |         |                 |
| COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS December 10, 2019  |                                      |         |                 |
| <b>RECOMMENDED ACTION: MOVE to Approve Resolution No. 20-01 Amending<br/>Personnel Policy &amp; Procedures Manual, Revision #21</b>  |                                      |         |                 |
| RECORD OF COUNCIL ACTION   |                                      |         |                 |
| Meeting Date   | Action                               | Vote    |                 |
|  |                                      |         |                 |
|  |                                      |         |                 |
|  |                                      |         |                 |
|  |                                      |         |                 |

6.19 Insurance Benefit Plans

6.19.01 The City will offer to full-time status and regular part-time status employees and their eligible dependents, working at least thirty (30) hours per week, unless otherwise specified in bargaining unit agreements, insurance plans as identified in the Table below, for medical, hospital, vision and dental benefits, to be used at the option of the employee, subject to the carrier's underwriting rules. Unless otherwise specified in bargaining unit agreements, part-time status employees who are scheduled to work less than 30 hours per week are eligible for the City's insurance plans for medical, hospital, vision and dental benefits on a self-pay basis.

| <u>Employee Unit</u> | <u>Medical Plan</u> | <u>Dental Plan</u>    | <u>Orthodontia Plan</u> | <u>Vision Plan</u> |
|----------------------|---------------------|-----------------------|-------------------------|--------------------|
| Exempt & Hourly      | AWC HealthFirst 250 | Delta Dental - Plan E | Delta Dental - Plan IV  | AWC - VSP          |
| Union Local #302     | AWC HealthFirst 250 | Delta Dental - Plan E | Delta Dental - Plan IV  | AWC - VSP          |
| Police Guild         | LEOGH Trust "A"     | Delta Dental - Plan E | Delta Dental - Plan IV  | LEOGH Trust "A"    |

\*Note: Proposing a change to Delta Dental Orthodontia Plan V

Cost difference:

Employee ..... \$2.44/month  
Employee + 1 ..... \$4.65/month  
Employee +2 > ..... \$4.29/month

The City may offer healthcare coverage to certain temporary and/or seasonal employees and their dependents on a self-pay basis. In order for a temporary employee to be eligible for this benefit on a self-pay basis the employee must be appointed to a temporary position that is intended to continue for at least 6 months and be eligible subject to the carrier's underwriting rules.

Beginning July 1, 2012 employees shall begin contributing 10% of the cost of the employee(s) premium through payroll withdrawal to maintain current levels of healthcare coverage.

Beginning July 1, 2012 employees with dependent(s) that have elected to enroll their dependents under the City's sponsored healthcare coverage (i.e. spouses or children) shall begin contributing 12.5% of the cost of the employee(s) dependents premium through payroll withdrawal to maintain current levels of healthcare coverage for their dependents All insurance premiums will be subject to applicable payroll taxes as required by the Internal Revenue Service.

The City will not provide duplication of health care coverage to an employee who is married to another employee of the City. One spouse or state registered domestic partner may be named as the policy holder and the other as a covered spouse or state registered domestic partner; OR each may be a policy holder, but in that case neither may be listed as a covered spouse or state registered domestic partner. Their children may be listed as covered dependents on one policy or the other, but not on both. In this circumstance primary coverage of the dependent children may be dictated by the insurance under State statute.

**CITY OF BUCKLEY, WASHINGTON**

**RESOLUTION NO. 20-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON AMENDING SECTION 6.19 OF THE “CITY OF BUCKLEY PERSONNEL POLICY AND PROCEDURES MANUAL” TO ADD DELTA DENTAL ORTHODONTIA**

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**WHEREAS**, The City Council adopted the most current version of the “City of Buckley Personnel Policy and Procedures Manual” on August 13, 2019; and

**WHEREAS**, Section 6.19 provides guidelines for City employees’ Insurance benefit plans; however, it does not allow for Orthodontia coverage for employees, only their dependents; and

**WHEREAS**, the City provides dental insurance to its employees through the Association of Washington Cities Delta Dental Plan; and

**WHEREAS**, Delta Dental offers orthodontia coverage for employees at minimal cost to the City; and

**WHEREAS**, the City desires to offer this benefit to employees.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Buckley hereby amends the City of Buckley “Personnel Policy and Administrative Procedures Manual” as follows:

**Section 1.** Section 6.19 Insurance Benefit Plans is hereby amended to read as follows:

6.19 Insurance Benefit Plans

6.19.01 The city will offer to full-time status and regular part-time status employees and their eligible dependents, working at least thirty (30) hours per week, unless otherwise specified in bargaining unit agreements, insurance plans as identified in the Table below, for medical, hospital, vision and dental benefits, to be used at the option of the employee, subject to the carrier’s underwriting rules. Unless otherwise specified in bargaining unit agreements, part-time status employees who are scheduled to work less than 30 hours per week are eligible for the City’s insurance plan for medical, hospital, vision and dental benefits on a self-pay basis.

| <u>Employee Unit</u> | <u>Medical Plan</u> | <u>Dental Plan</u>    | <u>Orthodontia Plan</u> | <u>Vision Plan</u> |
|----------------------|---------------------|-----------------------|-------------------------|--------------------|
| Exempt & Hourly      | AWC HealthFirst 250 | Delta Dental – Plan E | Delta Dental – Plan IV  | AWC - VSP          |
| Union Local #302     | AWC HealthFirst 250 | Delta Dental – Plan E | Delta Dental – Plan IV  | AWC - VSP          |
| Police Guild         | LEOGH Trust “A”     | Delta Dental – Plan E | Delta Dental – Plan IV  | LEOGH Trust “A”    |

Introduced, passed and approved this 14<sup>th</sup> day of January 2020.

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Pat Johnson, Mayor

**ATTEST:**

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Treva Percival, City Clerk

**APPROVED AS TO FORM:**

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Phil Olbrechts, City Attorney

**POSTED:** \_\_\_\_\_



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

| ITEM INFORMATION   |                                      |         |                 |
|--|--------------------------------------|---------|-----------------|
| <b>SUBJECT:</b><br><br><b>Consultant Services Contract – On-Call Planning Services (Blueline Group LLC Consultants)</b><br><br>Cost Impact: TBD<br>Fund Source: Fund 001 & 308<br>Timeline: Immediate  | <b>Agenda Date: January 14, 2020</b> |         | <b>AB20-003</b> |
|  | Department/Committee/Individual      | Created | Reviewed        |
|  | Mayor Pat Johnson                    |         | X               |
|  | City Administrator – Dave Schmidt    |         | X               |
|  | City Attorney – Phil Olbrechts       |         | X               |
|  | City Engineer – Dominic Miller       |         |                 |
|  | City Clerk – Treva Percival          | X       | X               |
|  | Finance Dept – Sandra 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   |                                      |         |                 |
| <b>Attachments:</b> Consultant Services Contract   |                                      |         |                 |
| <p>SUMMARY STATEMENT: Building activity and interest in land use development continues to increase putting pressure on the planning department. Rather than considering increased staffing levels during this period of activity, we believe that it is in the City’s best interest to have contracts with professional planning firms for on-call services. Under an on-call contract, the City has the flexibility of using the firm only when necessary unless a special project has been identified and approved by the City Council.</p> <p>The intent is to initially have this firm complete plans and design of the 2020 budgeted Miller Park Phase I development.</p> |                                      |         |                 |
| COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS November 26, 2019  |                                      |         |                 |
| <b>RECOMMENDED ACTION: MOVE to Approve the Consultant Services Contract between the City of Buckley and Blueline Group LLC Consultants.</b>  |                                      |         |                 |
| RECORD OF COUNCIL ACTION   |                                      |         |                 |
| Meeting Date   | Action                               | Vote    |                 |
|  |                                      |         |                 |
|  |                                      |         |                 |
|  |                                      |         |                 |
|  |                                      |         |                 |

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF BUCKLEY AND  
THE BLUELINE GROUP LLC CONSULTANTS**

THIS AGREEMENT is made by and between the City of Buckley, a Washington municipal corporation (the "City"), and The Blueline Group LLC, a Limited Liability Company organized under the laws of the State of Washington (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently has need of on-call planning services and desires that the Consultant perform services as needed to provide the following consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Services including any addenda thereto as of the effective date of this Agreement, all of which are attached hereto as **Exhibit A**, and are incorporated by this reference as if fully set forth herein;

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

**TERMS**

**1. Retention of Consultant - Scope of Services.** The Consultant shall perform those professional services described in **Exhibit A** attached hereto and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the services, except as specifically noted otherwise in this Agreement. In performing such services, the Consultant shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

**2. Payment.** The City shall pay the Consultant for services rendered according to the rate and method set forth on **Exhibit B**.

**3. Relationship of Parties.** The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subconsultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or subconsultant of the City. In the performance of the services, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or subconsultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subconsultants during the performance of this Agreement. The City may, during the term of this

Agreement, engage other independent contractors to perform the same or similar services that the Consultant performs hereunder.

**4. Duration of Work.** This Agreement shall be in full force and effect for a period commencing January 1, 2020, and ending December 31, 2020, unless sooner terminated under the provisions hereinafter specified. Upon the expiration of the initial Agreement, this Agreement shall automatically renew for additional one year terms; provided, the City may terminate the Agreement at any time with or without cause, subject to the notice requirements of Section 5.

**5. Termination.** This Agreement may be terminated by either party at any time prior to completion of the services described in **Exhibit A** upon ten (10) days written notice. Any such notice shall be given to the appropriate address specified in Section 16. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed prior to the date of termination. Failure to provide services on schedule may result in contract termination. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

**6. Non-Discrimination.** The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

**7. Independent Status of Contractor.** The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

**8. Indemnification.**

A. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

**9. Insurance.**

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own services including the services of the Consultant's agents, representatives, employees, subconsultants or subcontractors.

B. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01, or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the services performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

E. Other Insurance Provisions.

1. The Consultant's Automobile Liability and Commercial General Liability insurance policies to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City

shall be excess of the Consultant's insurance and shall not contribute with it.

2. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorse to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

3. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

F. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the services.

H. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

**10. Ownership and Use of Work Product.** Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

**11. City's Right of Inspection.** Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the services authorized under this Agreement, the services must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

**12. Records.** The Consultant shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement. The Consultant shall keep all records related to this Agreement for a period of seven (7) years following completion of the services for which the Consultant is retained, unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records.

**13. Services Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the services hereunder and shall utilize all protection necessary for that purpose. All services shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the services.

**14. Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

**15. Resolution of Disputes and Governing Law.**

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Administrator, and the City shall determine the term or provision's true intent or meaning at its sole discretion. The City Administrator shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Administrator's determination, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

**16. Written Notice.** All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:  
The Blueline Group

City of Buckley  
City Administrator

ATTN: Eric Jensen  
25 Central Way, Suite 400  
Kirkland, WA 98033  
(425) 250-7281

933 Main Street  
Buckley, WA 98321  
(360) 761-7802

**17. Subcontracting or Assignment.** The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express advance written consent of the City.

**18. Entire Agreement.** This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONSULTANT

CITY OF BUCKLEY

By \_\_\_\_\_  
Its: Principal

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

ATTEST:

\_\_\_\_\_  
Trevia Percival, City Clerk

APPROVED AS TO FORM:

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

## **Exhibit A**

### **Scope of Services**

Blueline Group LLC (Consultant) will perform municipal planning services for the following scope of services on an “as needed” basis:

A. The services by the Consultant will consist of the following, which will be authorized via written task orders or by email, or fax:

1. On-call planning services supporting plan review and special zoning and planning related projects for the City. The following is a list of the services that may be provided under the Agreement;
  - Staffing all City Council and Planning Commission meetings;
  - Attending and/or presenting recommendations to the Hearing Examiner;
  - Zoning Compliance Plan Review;
  - Special planning related projects such as Comprehensive Planning, etc., and;
  - Other planning related services as mutually agreed between the City and the Consultant.
2. On-call grant writing and/or landscape architecture services supporting City staff as needed.

B. The Consultant shall report to and work under the general supervision of the City Administrator, or other City Staff as designated by the City Administrator.

C. The Consultant shall provide the City access to all books, documents, papers, and records of Consultant that are pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

D. Payment:

1. The City agrees to pay the Consultant for services performed in accordance with the hourly billing rates based on staff position and the plot rate schedule as set forth on Exhibit B to this Scope of Work.
2. The City agrees to pay the Consultant mile for travel to and from locations necessary to provide the professional services set forth in this Agreement.
3. All other direct costs and subconsultants necessary to provide the professional services set forth in this Agreement may be charged at actual cost plus ten (10) percent. A copy of the original invoice shall be provided to the City at the time of billing. Other direct costs may include, but are not limited to:
  - Out-sourced reproductions (printing, copying, mounting, etc.)
  - Other out-sourced services pertinent to providing professional services

E. Zoning Compliance Plan Review Responsibilities:

The Consultant is responsible for the following:

- Participate in general orientation provided by the City of the City's review process, development code, permit tracking system, GIS, Administrative Orders, Code Interpretations, Review Policy and Procedure, and zoning review checklist.
- As needed, pick up of new application material or copies of relevant plans, studies, and submittal information, and revisions to corrections to be reviewed, and responses of applicant inquiries via the City-assigned staff person.
- Submit a draft corrections memorandum within two (2) weeks of receiving a new application to the City-assigned project manager. Repeat this step until revised plans are ready for City approval.
- Complete plan approval within one (1) week via the City-assigned project manager's notice to the Consultant.
- Submittal of monthly invoice detailing Consultant costs per permit review.

The City is responsible for the following:

- Provide Consultant with general orientation of the City's review process, development code, permit tracking system, GIS, Administrative Orders, Code Interpretations, Review Policy and Procedure, and zoning review checklist.
- Where possible the City will provide electronic or internet access to the Consultant for review resources and, if not available, then paper sources.
- Final permit approvals for zoning reviews.
- Primary contact with the permit applicant.

**2019 HOURLY RATE SCHEDULE**

|                               |          |
|-------------------------------|----------|
| Principal                     | \$200/hr |
| Senior Project Manager        | \$190/hr |
| Project Manager               | \$180/hr |
| Senior Project Engineer       | \$175/hr |
| Project Engineer              | \$170/hr |
| Engineer                      | \$150/hr |
| Construction Administration   | \$165/hr |
| Construction Inspector        | \$120/hr |
| Senior Engineering Designer   | \$150/hr |
| Engineering Designer          | \$139/hr |
| Senior Engineering Drafter    | \$134/hr |
| Engineering Drafter           | \$126/hr |
| Planning Manager              | \$165/hr |
| Project Planner               | \$150/hr |
| Assistant Planner             | \$135/hr |
| Permitting Coordinator        | \$125/hr |
| Permitting Technician         | \$95/hr  |
| Principal Landscape Architect | \$150/hr |
| Landscape Project Manager     | \$130/hr |
| Project Landscape Architect   | \$115/hr |
| Landscape Designer            | \$95/hr  |
| Landscape Technician          | \$85/hr  |
| Project Administrator         | \$75/hr  |

**Notes:**

- Standard hourly rates include expenses for telephone, fax, photocopies (letter and legal size), and postage.

**2019 PLOTTING RATE SCHEDULE**

|                |              |
|----------------|--------------|
| 11" x 17" Bond | \$0.70/sheet |
| 18" x 24" Bond | \$3.00/sheet |
| 22" x 34" Bond | \$3.35/sheet |
| 24" x 36" Bond | \$3.65/sheet |
| 30" x 42" Bond | \$4.30/sheet |
| 36" x 48" Bond | \$4.95/sheet |

**Notes:**

- Plotting rates are reviewed annually and adjusted accordingly.
- Plotting rates include 10% Sales Tax.

**2019 MILEAGE RATE SCHEDULE**

|         |             |
|---------|-------------|
| Mileage | \$0.58/mile |
|---------|-------------|

NOTE: ALL RATES ARE EFFECTIVE JANUARY 1, 2019, ARE REVIEWED ANNUALLY AND ARE ADJUSTED ACCORDINGLY.



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

| ITEM INFORMATION   |                                      |             |                 |
|--|--------------------------------------|-------------|-----------------|
| <b>SUBJECT:</b><br><br><b>Scope of Work – Cedar Street Improvements Project Supplement #2 (Design Phase)</b><br><br>Cost Impact: \$23,000 – New Total \$82,000<br>Fund Source: Fund 102 & TIB Grant<br>Timeline: Immediate   | <b>Agenda Date: January 14, 2020</b> |             | <b>AB20-004</b> |
|  | Department/Committee/Individual      | Created     | Reviewed        |
|  | Mayor Pat Johnson                    |             | X               |
|  | City Administrator – Dave Schmidt    |             | X               |
|  | City Attorney – Phil Olbrechts       |             | X               |
|  | City Engineer – Dominic Miller       |             | X               |
|  | City Clerk – Treva Percival          | X           | X               |
|  | Finance Dept – Sandra 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   |                                      | X           |                 |
| <b>Attachments:</b> TIB Supplemental Consultant Agreement – Supplement #2  |                                      |             |                 |
| <p>SUMMARY STATEMENT: In November 2019, the City approved the Consultant Agreement Supplement #1 for the design phase of Cedar Street Improvements. This Supplement is to perform additional design work to include the replacement of the aging sanitary sewer, water and storm utilities and reconstruction of the alley/parking lot pavement section between Cedar Street and Cottage Street south of Main Street. The existing sidewalk and curb/gutter will be replaced as part of the project.</p> |                                      |             |                 |
| COMMITTEE REVIEW AND RECOMMENDATION: T/U 11/19/19  |                                      |             |                 |
| <b>RECOMMENDED ACTION: MOVE to Approve the Consultant Agreement Supplement #2 for Design Phase of the Cedar Street Improvements.</b>   |                                      |             |                 |
| RECORD OF COUNCIL ACTION   |                                      |             |                 |
| <i>Meeting Date</i>  | <i>Action</i>                        | <i>Vote</i> |                 |
|  |                                      |             |                 |
|  |                                      |             |                 |
|  |                                      |             |                 |
|  |                                      |             |                 |



Transportation Improvement Board  
**Consultant Supplemental Agreement**

Agency City of Buckley

Project Number 6-P-808(014)-1

Project Name Cedar Street Improvements

Consulting Firm Gray & Osborne, Inc.

Supplement Phase Supplement 2 for Design Phase

The Local Agency of City of Buckley desires to supplement the agreement entered into with Gray & Osborne, Inc. and executed on March 18, 2019.

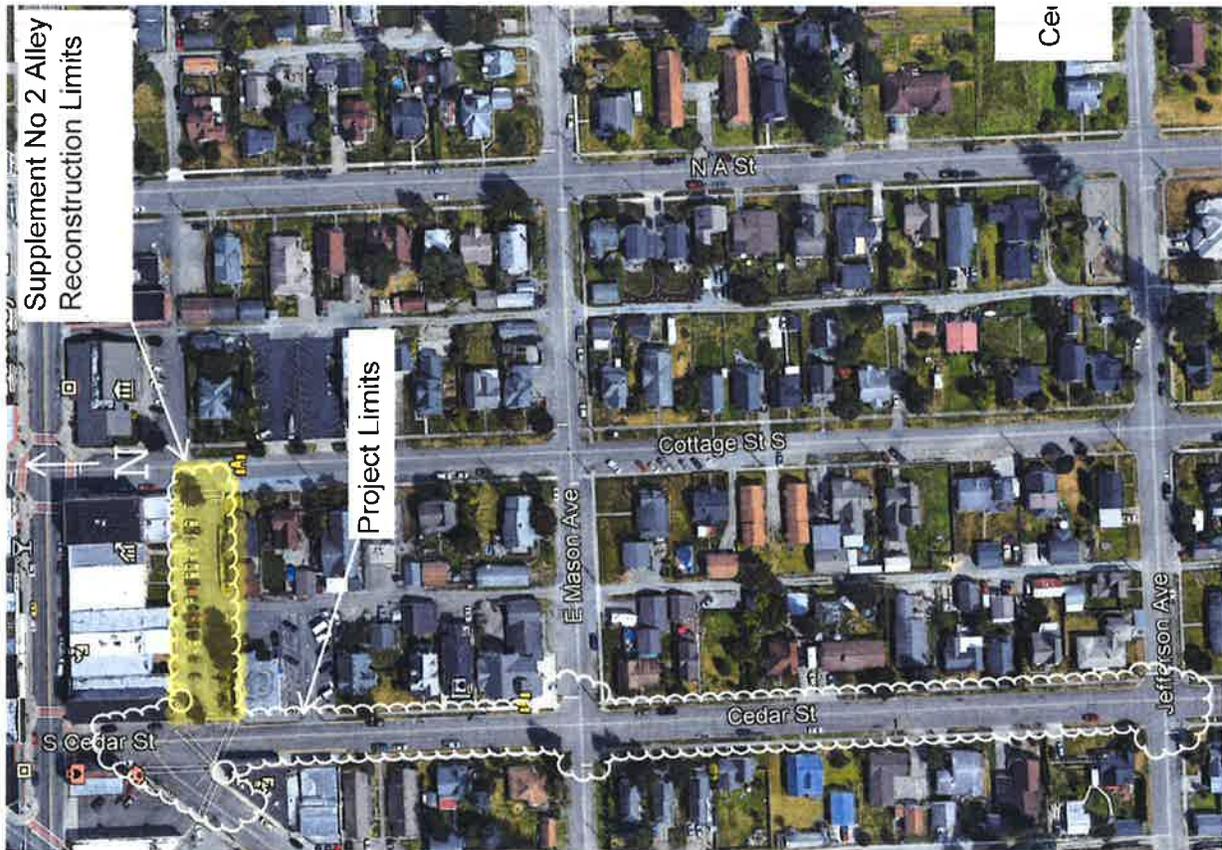
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

This is for non-TIB eligible work. The changes to the agreement are described as follows:

Section II, **SCOPE OF WORK**, is hereby amended to include

**Task 12 – Alley Reconstruction east of Cedar Street, Incl. Utilities**

Objective: Perform additional design work to include the replacement of the aging sanitary sewer, water and storm utilities and reconstruction of the alley pavement section between Cedar Street and Cottage Street south of Main Street. The existing sidewalk and curb/gutter will be replaced as part of the project.



1. Perform utility locate request within the alley area and perform a topographic survey to include sidewalk, curb/gutter, edge of buildings, sanitary sewer structures with measure downs, water valves, meter boxes and hydrants, storm catch basins with measure downs, street lights, pavement surface, and any other utility or feature within the alley



Transportation Improvement Board  
**Consultant Supplemental Agreement**

limits that is needed for design. Resolve right-of-way.

2. Add the alley reconstruction, curb, gutter and sidewalk plan/profile sheets to the plantset. Add sanitary sewer, water and storm improvements. Add ADA compliant ramp and pavement marking.
3. Perform quantity takeoffs and cost estimates for this work to be included in a separate schedules of work: water, storm, sanitary sewer and alley reconstruction, non-TIB eligible.
4. Write the specifications for the sanitary sewer improvements, to be included in the contract provisions.
5. Perform a QA/QC review of the alley improvements.

**Assumption:**

1. No new geotechnical or cultural investigation is required for this work.
2. No downstream analysis is included.
3. The water main replacement will extend about midway down the alley from Cedar Street.

Section IV, **TIME FOR BEGINNING AND COMPLETION**, is amended to change the Completion Date

SUPPLEMENTAL COMPLETION DATE December 31, 2020

Section V, **PAYMENT**, shall be amended as follows as set forth in Exhibits A-1 and B-1

MAXIMUM AMOUNT PAYABLE \$82,000.00

If you concur with this supplement and agree to the changes as stated above, please sign and date in the appropriate spaces below.

|  |                        |
|--|------------------------|
| Agency Signature   | Date                   |
| Consultant Signature<br><i>Michael B. J. [Signature]</i> | Date<br><i>12/5/19</i> |



Transportation Improvement Board  
**Consultant Supplemental Agreement**

| <b>EXHIBIT A-1</b>                        |                           |                     |                     |                 |
|---|---------------------------|---------------------|---------------------|-----------------|
|   | <b>Original Agreement</b> | <b>Supplement 1</b> | <b>Supplement 2</b> | <b>Total</b>    |
| Direct Salary Cost                        | \$8,484                   | \$5,440             | \$6,986             | \$20,910        |
| Overhead<br>(including Payroll Additives) | \$15,271                  | \$9,792             | \$12,575            | \$37,638        |
| Fixed Fee                                 | \$3,563                   | \$2,285             | \$2,934             | \$8,782         |
| Reimbursables                             | \$575                     | \$153               | \$835               | \$1,563         |
| Subconsultant Cost                        | \$13,107                  | \$0                 | \$0                 | \$13,107        |
| <b>Total</b>                              | <b>\$41,000</b>           | <b>\$17,670</b>     | <b>\$23,330</b>     | <b>\$82,000</b> |



Transportation Improvement Board  
**Consultant Supplemental Agreement**

**EXHIBIT B-1**

**CONSULTANT FEE DETERMINATION SHEET – COST PLUS FIXED FEE**

| Prepared by<br>Tani Stafford, P.E.  |           |   |              | Date<br>December 5, 2019 |                 |
|---|-----------|---|--------------|--------------------------|-----------------|
| Project<br>Cedar Street Improvements – Non-TIB Eligible Water System and Storm Drainage Improvements on Cedar Street and Alley Reconstruction |           |   |              |                          |                 |
| <b>Direct Salary Cost (DSC)</b>   |           |   |              |                          |                 |
| Classification  | Man Hours | x | Rate         | =                        | Cost            |
| Principal-In-Charge   | 6         | x | \$40 to \$59 | =                        | \$288           |
| Project Manager   | 48        | x | \$37 to \$59 | =                        | \$2,256         |
| Civil Engineer  | 72        | x | \$32 to \$40 | =                        | \$2,592         |
| AutoCAD/GIS Tech./Engineering Intern  | 50        | x | \$15 to \$39 | =                        | \$1,050         |
| Survey Crew (2 Person)  | 8         | x | \$50 to \$66 | =                        | \$440           |
| Professional Land Surveyor  | 8         | x | \$35 to \$45 | =                        | \$360           |
| <b>TOTAL DSC</b>  |           |   |              |                          | <b>\$6,986</b>  |
| <b>OVERHEAD (OH Cost including Salary Additives)</b>  |           |   |              |                          |                 |
| OH Rate x DSC or 180% x \$6,986   |           |   |              |                          | <b>\$12,575</b> |
| <b>FIXED FEE (FF)</b>   |           |   |              |                          |                 |
| FF Rate x DSC or 42% x \$6,986  |           |   |              |                          | <b>\$2,934</b>  |
| <b>REIMBURSABLES</b>  |           |   |              |                          |                 |
| Misc. Expenses, including mileage, Reproduction, etc.   |           |   |              |                          | <b>\$835</b>    |
| <b>GRAND TOTAL</b>  |           |   |              |                          | <b>\$23,330</b> |



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

| ITEM INFORMATION  |                                      |         |                 |
|---|--------------------------------------|---------|-----------------|
| <b>SUBJECT:</b><br><br><b>Engineering Services Proposal for Design and Construction Management of 2020 Utilities Project</b><br><br>Cost Impact: \$252,400<br>Fund Source:<br>Timeline:   | <b>Agenda Date: January 14, 2020</b> |         | <b>AB20-005</b> |
|   | Department/Committee/Individual      | Created | Reviewed        |
|   | Mayor Pat Johnson                    |         | X               |
|   | City Administrator – Dave Schmidt    |         | X               |
|   | City Attorney – Phil Olbrechts       |         | X               |
|   | City Engineer – Dominic Miller       |         | X               |
|   | City Clerk – Treva Percival          | X       | X               |
|   | Finance Dept – Sandra 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           |         |                 |
| <b>Attachments:</b> Engineering Services Proposal   |                                      |         |                 |
| <p>SUMMARY STATEMENT: The City plans to complete its 2020 Utilities project including water mains, sanitary sewer mains, and road restoration. The City previously authorized design engineering of the 2019 Utilities project, which is carried over to the 2020 Utilities project. The City plans to include the following additional locations and descriptions as part of the 2020 Utilities project:</p> <ul style="list-style-type: none"> <li>• Storm Drains on 3<sup>rd</sup> Street and Dundass Street</li> <li>• ADA Ramps on Naches Street</li> <li>• Pavement Restoration on 112<sup>th</sup> Street</li> <li>• Storm drain on Mason Ave</li> <li>• Storm Outfall emergency repair on Flume Road</li> </ul> |                                      |         |                 |
| COMMITTEE REVIEW AND RECOMMENDATION: T/U 11/19/19   |                                      |         |                 |
| RECOMMENDED ACTION: <b>MOVE to Approve the Engineering Services Proposal for Design and Construction Management of the 2020 Utilities Project</b>   |                                      |         |                 |
| RECORD OF COUNCIL ACTION  |                                      |         |                 |
| Meeting Date  | Action                               | Vote    |                 |
|   |                                      |         |                 |
|   |                                      |         |                 |
|   |                                      |         |                 |
|   |                                      |         |                 |



December 5, 2019

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

**SUBJECT: ENGINEERING SERVICES PROPOSAL FOR DESIGN AND  
CONSTRUCTION MANAGEMENT OF 2020 UTILITIES PROJECT  
CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON  
G&O #20172.90**

Dear Mr. Schmidt:

Gray & Osborne has developed this proposal to provide design and construction management engineering services for the 2020 Utilities project.

The attached Exhibit A defines the scope of work and the attached Exhibit B includes a breakdown of hours and fees for this work. The estimated cost for completing the scope of work is \$252,400.

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

Sincerely,

GRAY & OSBORNE, INC.

Dominic J. Miller, P.E.

DJM/hh  
Encl.

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



Mr. Dave Schmidt  
December 5, 2019  
Page 2

**CITY OF BUCKLEY – 2020 UTILITIES DESIGN AND CONSTRUCTION  
MANAGEMENT SERVICES**

Gray & Osborne, Inc. is hereby authorized to proceed with the engineering services as noted herein and under the terms and conditions of our current On-Call Engineering Services Contract dated September 14, 2011, for a cost not to exceed \$252,400 as noted herein without further written direction and authorization of the City.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **CITY OF BUCKLEY 2020 UTILITIES PROJECT DESIGN AND CONSTRUCTION MANAGEMENT SERVICES**

The City of Buckley plans to complete its 2020 Utilities project including water mains, sanitary sewer mains, and road restoration. The City previously authorized design engineering of the 2019 Utilities project, which is carried over to the 2020 Utilities project. The City plans to include the following additional locations and descriptions as project of the 2020 Utilities project:

- Storm Drains on 3<sup>rd</sup> Street and on Dundass
- ADA Ramps on Naches Street
- Pavement Restoration on 112<sup>th</sup> Street

The total estimated construction cost for the previous 2019 Utilities project was \$1,932,000. The total estimated construction cost for the currently proposed 2020 Utilities project is \$2,161,000. The scope of work includes design engineering services for the additional projects and construction management services for the combined total project. The design work is anticipated to be completed by late winter of 2020 to allow for construction to proceed beginning in late spring of 2020.

Gray & Osborne proposes to provide the following engineering services to assist the City with the design of the added projects and the construction of the 2020 Utilities project as a whole.

#### **DESIGN ENGINEERING TASKS**

##### **Task 1 – Plans, Specifications, and Cost Estimates**

- A. Complete topographical survey of project alignments for basis of design.
- B. Utilize available information from utility companies for type and location of non-City utilities, including gas, power, cable, phone, and fiber optics.
- C. Prepare 50 and 90 percent draft design plans in City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, cross sections, special notes, special details, etc.
- D. Prepare draft project specifications in CSI format. Specifications to include City-approved proposal, agreement/contract, bonds, and general conditions documents.

- E. Calculate bid quantities and prepare construction cost estimates.
- F. Prepare final design plans and specifications for use as bid documents suitable for bidding, award, and construction of the project. Specifications will be prepared in WSDOT format, adhering to City codes and state guidelines where and when applicable. Plans shall be prepared in City-approved format to include plan and profile sheets and special details.
- G. Oversee two in-house quality assurance/quality control (QA/QC) meetings at Gray & Osborne's office during the course of the design project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired).
- H. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

## **CONSTRUCTION MANAGEMENT TASKS**

### **Task 2 – Construction Contract Administration**

- A. Schedule and Record Job Meeting – Coordinate and conduct a preconstruction conference to establish administrative procedures for the project. Prepare and distribute minutes of the preconstruction meeting.
- B. Construction Schedule – Review and comment on the contractor's construction schedule. Monitor the contractor's progress in relation to the schedule. Keep the parties advised on the time limit as it relates to the performance schedule.
- C. Construction Meetings – Coordinate and conduct construction meetings over duration of construction phase. Major meeting items to include schedule status, construction progress, construction issues, change order proposals, submittals, and pay estimates. Construction meetings will be held either weekly or every 2 weeks.
- D. Monthly Progress Estimates – Review the contractor's monthly progress payment requests.
- E. Project Closeout – Assist the City with obtaining from the contractor bonds, warranties, and as-built drawings. Prepare certificate of completion of public works project.

### **Task 3 – Office Engineering**

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

### **Task 4 – Construction Monitoring**

- A. Provide inspection for the duration of the project. The Resident Inspector will keep track of daily quantities, maintain diary, review and recommend payment requests, prepare and maintain field set of record drawings, provide general paperwork, and communicate directly to the Project Manager. The fee proposal assumes 140 working days of inspection.
- B. Conduct Final Inspections – Assist City with conducting substantial completion inspections, issue punch lists, review compliance, and recommend acceptance by the City.

### **Task 5 – Construction Management System**

- A. The web-based project communication system will use the secure website and programming developed by the Engineer. The Engineer will provide the contractor with the instructions and credentials for access and use of the website. Access to the website will only be available through use of system passwords assigned to each participant. The website shall be used for posting and responding to the following communications and documents:

- Submittals
  - Request to Sublet
  - Progress Estimates
  - Requests for Information
  - Construction Meeting Minutes
  - Job Photos
  - Document Logs
  - Change Order Proposals
  - Weekly Working Day Reports
  - Weekly Quantity Reports
  - Material Testing Reports
- B. The Engineer will administer and maintain the website throughout the construction phase. The contractor, City, and Engineer shall use the website to communicate project information instead of using hard copies and faxes, unless the website is unable to support the desired communication.

#### **Task 6 – Construction Survey**

- A. Conduct field surveys to assist the contractor with construction regarding sanitary sewer and storm structures and alignments, water main alignments, and water system hydrants, valves, and services per the project specifications. Both horizontal and vertical staking to be provided as required to allow the contractor to construct the improvements and as included in the project specifications.
- B. Construction survey assumes 3 full days of work of a two-person crew to complete the field work.
- C. Referencing monuments to be disturbed to allow for replacement. Documentation in accordance with State requirements for disturbance and replacement of any monuments.

#### **Task 7 – Record Drawings**

- A. Prepare drawings from marked up sets of drawings maintained by the contractor and/or the Resident Inspector. Furnish the City with one set of full-size drawings, one set of half-size drawings, and electronic (PDF) version of drawings.
- B. Install improvements on City AutoCAD utility base maps.

## **BUDGET**

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

**EXHIBIT B**  
**ENGINEERING SERVICES**  
**SCOPE AND ESTIMATED COST**

*City of Buckley - 2020 Utilities Project Design and Construction Management Services*

| Tasks                                      | Principal/<br>Project<br>Manager<br>Hours | Civil<br>Engineer<br>Hours | Field<br>Inspector<br>Hours | AutoCAD<br>Technician<br>Hours | Professional<br>Land<br>Surveyor<br>Hours | Survey<br>Crew<br>Hours |
|--|---|----------------------------|-----------------------------|--------------------------------|---|-------------------------|
| 1 Plans, Specifications, and Cost Estimate | 16  | 96                         |                             | 96                             | 4   | 16                      |
| 2 Construction Contract Administration     | 24  | 80                         | 4                           |                                |   |                         |
| 3 Office Engineering                       | 32  | 120                        |                             | 40                             |   |                         |
| 4 Construction Monitoring                  | 12  | 24                         | 1,120                       |                                |   |                         |
| 5 Construction Management System           | 8   | 20                         |                             |                                |   |                         |
| 6 Construction Survey                      |   | 8                          | 8                           |                                | 16  | 64                      |
| 7 Record Drawings                          | 2   | 16                         | 12                          | 40                             |   |                         |
| Hour Estimate:                             | 94  | 364                        | 1,144                       | 176                            | 20  | 80                      |
| Estimated Fully Burdened Billing Rate:*    | \$170                                     | \$130                      | \$130                       | \$85                           | \$150                                     | \$195                   |
| Fully Burdened Labor Cost                  | \$15,980                                  | \$47,320                   | \$148,720                   | \$14,960                       | \$3,000                                   | \$15,600                |

Total Fully Burdened Labor Cost: \$ 245,580  
 Direct Non-Salary Cost:  
     Mileage & Expenses (mileage @ current IRS rate) \$ 6,820  
**TOTAL ESTIMATED COST: \$ 252,400**

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



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

| ITEM INFORMATION   |                                   |   |          |
|--|-----------------------------------|---|----------|
| <b>SUBJECT:</b>  |                                   | <b>Agenda Date: January 14, 2020 AB20-006</b> |          |
| <b>Interagency Agreement –<br/>Washington State Traffic Safety<br/>Commission</b>  | Department/Committee/Individual   | Created                                       | Reviewed |
|  | Mayor Pat Johnson                 |   | X        |
|  | City Administrator – Dave Schmidt |   | X        |
|  | City Attorney – Phil Olbrechts    |   | X        |
|  | City Engineer – Dominic Miller    |   |          |
|  | City Clerk – 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       |   | X        |
|  | Municipal Court – Jessica Cash    |   |          |
|  | PW/Utilities – Chris Banks        |   |          |
| <b>Attachments:</b>  |                                   |   |          |
| <p>SUMMARY STATEMENT: The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation National Highway Traffic Safety Administration and allowed under the Assistance Listings Catalog of Federal Domestic Assistance numbers 20.600 and 20.616, for traffic safety grant project 2020-HVE-3939-Buckley Police Department, specifically to provide funding for the SUB-RECIPIENT to conduct overtime high-visibility enforcement traffic safety emphasis patrols.</p> <p>The goal of this agreement is to reduce traffic related deaths and serious injuries through education of impaired driving, occupant protection, speeding and distracted driving multijurisdictional high-visibility enforcement patrols throughout the State.</p> |                                   |   |          |
| COMMITTEE REVIEW AND RECOMMENDATION: None.   |                                   |   |          |
| RECOMMENDED ACTION: <b>MOVE to Approve the Interagency Agreement with the Washington State Traffic Safety Commission.</b>  |                                   |   |          |
| RECORD OF COUNCIL ACTION   |                                   |   |          |
| Meeting Date   | Action                            | Vote  |          |
|  |                                   |   |          |
|  |                                   |   |          |
|  |                                   |   |          |
|  |                                   |   |          |



## **INTERAGENCY AGREEMENT**

**BETWEEN THE**

**Washington Traffic Safety Commission**

**AND**

**Buckley Police Department**

**THIS AGREEMENT** is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and Buckley Police Department, hereinafter referred to as “SUB-RECIPIENT.”

**NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:**

### **1. PURPOSE OF THE AGREEMENT**

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.616, for traffic safety grant project 2020-HVE-3939-Buckley Police Department, specifically to provide funding for the SUB-RECIPIENT to conduct overtime high-visibility enforcement (HVE) traffic safety emphasis patrols as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TQM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic-related deaths and serious injuries.

### **2. PERIOD OF PERFORMANCE**

The period of performance of this Agreement shall commence upon the date of execution by both

Parties, but not earlier than October 1, 2019, and remain in effect until September 30, 2020, unless terminated sooner, as provided herein.

### **3. STATEMENT OF WORK**

Note: This statement of work applies only to HVE emphasis areas for which your agency has received HVE funding.

GOAL: To reduce traffic related deaths and serious injuries through education of impaired driving, occupant protection, speeding and distracted driving multijurisdictional HVE patrols throughout the state.

SCOPE OF WORK: High Visibility Enforcement (HVE) is a proven strategy to reduce vehicular fatalities in serious injuries. There are 8 main components in the best practice model:

1. The event is planned by a local team.
2. The event is data driven. Interest in the event originates by local recognition of a problem and the community's interest in responding to it.
3. The enforcement is multijurisdictional and uses a saturation approach and participating officers make a large number of contacts during the event and issue infractions or citations to change public behavior around risky driving behaviors such as speeding, distracted driving and failing to use a seat belt. The WTSC proposes that the default law enforcement response to a high risk driving behavior during an HVE event should be a citation/infraction
4. The public is aware of the event before, during, and after the enforcement takes place. It's important to note that these messages must reach all target audiences, regardless of English proficiency, in the community who use the transportation system.
5. Local media are engaged by the HVE planning team.
6. Enforcement is highly visible – clearly more than a typical day.
7. The HVE event is evaluated.
8. The HVE event is supported by deployment of resources in the priority areas throughout the year when HVE is not being implemented.

The SUB-RECIPIENT, along with the regional traffic safety task force, TZM, and LEL, are responsible for meeting these elements of HVE. The WTSC will conduct public education campaigns during national campaigns, but it is the responsibility of the SUB-RECIPIENT and task force to ensure that all elements of HVE are being met. The statewide high visibility enforcement patrols are paired with media participation to engage, deter, and educate drivers about the impacts of making unsafe decisions when driving. Outreach efforts are supported by the WTSC during statewide HVE campaigns. Regional TZMs also support public outreach efforts during locally planned HVE events. Below are descriptions of the Scope of Work for each funding category. The WTSC accepts requests for modifications to the Scope of Work through the regional Target Zero Manager.

This grant provides funding for HVE enforcement in a variety of emphasis areas: impaired driving, distracted driving, seat belt use, flex patrols, and motorcycle safety patrols .

#### **Dispatch:**

WTSC will reimburse communications officers/dispatch personnel for work on this project providing Agency has received prior approval from the designated TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

## Enforcement Standard:

WTSC proposes that during enforcement, the default response of officers observing driving behaviors that contribute to serious injury and fatal collisions is the issuance of a citation or infraction. WTSC recognizes the need and value of officer discretion. While WTSC does not suggest mandatory enforcement on every contact, the goal of any enforcement activity is behavior modification.

## HVE Enforcement Plan Requirement:

A HVE Mobilization Plan is required prior to all HVE activity. The local traffic safety task force and TZM are responsible for submitting this form to the WTSC HVE Program Manager prior to enforcement activities begin. This form serves as prior approval for HVE events and includes the following information:

- Problem statement
- Description of enforcement strategy, including expected law enforcement agencies participating in the event, target violation, and target locations
- Public outreach strategy, to include how the multiple cultural groups in a community will be reached with these messages
- Evaluation plan

## Standardized Field Sobriety Testing (SFST) Training Requirement:

The SUB-RECIPIENT certifies that all officers participating in these patrols are SFST trained and meet the following requirements:

- Officer must be BAC certified and have passed the SFST refresher training within the prior three years, or
- Officer must have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE), or
- Officer must be a certified Drug Recognition Expert.
- **For impaired driving HVE mobilizations, there is one additional requirement: Officers must have made a DUI/DWI arrest within the past twelve months**

## Media Contacts:

All of these patrols are conducted as part of a highly publicized, educational effort. Publicity campaigns about these patrols are planned to alert the public to the fact that extra patrols are targeting these violations. The WTSC requests that the SUB-RECIPIENT posts traffic safety information to their web-based platforms during statewide and locally coordinated HVE mobilizations. **At least one individual from the SUB-RECIPIENT must be available for weekend media contacts, beginning at noon on Fridays before mobilizations.** The Following sections in the SOW are for specific enforcement emphasis areas:

## Impaired Driving Enforcement:

Impaired driving (also referred to as Driving Under the Influence, or DUI) remains a top priority for the WTSC. Year after year, roughly 50 percent of WA's vehicular fatalities are due to impaired driving. HVE has been shown to reduce impaired driving fatalities when the model is followed.

Overtime Impaired driving enforcement patrols must be planned and coordinated by the regional traffic safety taskforce, including the TZM and LEL. The DUI patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Except when prior approval is provided, impaired driving HVE must begin after 8:00 p.m and will occur Thursday-Sunday. The WTSC requires that impaired driving HVE patrols are done using multijurisdictional collaboration. The priority for this funding is participation in the national campaigns:

The priority for this funding is participation in the national campaigns:

- Holiday DUI Patrols – December 11 – January 2
- Drive Sober or Get Pulled Over – August 19 – September 7

The DUI patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Except when prior approval is provided, impaired driving HVE must begin after 6:00 p.m. and will occur Thursday-Sunday.

Funding in this category can be expended outside of the campaign periods. However, the funds must only be used for impaired driving enforcement and during another national impaired driving enforcement campaign or other large local event. Participation during Holiday DUI Patrols and Drive Sober or Get Pulled Over should be prioritized when scheduling enforcement dates.

The WTSC encourages law enforcement agencies to use this funding to support the professional growth of officers with limited exposure to impaired driving enforcement. With the approval of the region's TZM and WTSC, officers can participate in mentoring for impaired driving enforcement. Requirements for this use of funds include the following:

- WTSC approval for impaired driving mentorship is done through the HVE Mobilization Plan. Approval for mentorship must be received prior to the activity date.
- The training officer must be a Drug Recognition Expert or ARIDE trained.
- TZMs can submit a request for an officer who doesn't meet these requirements to be a mentor. This request must be detailed on the HVE Mobilization Plan.
- There must be a review of the SFST procedure prior to the enforcement activity.
- There is a limit of two times per year that an officer can be a mentee.
- Funds permitting, mentees will participate in at least one impaired driving mobilization after completing mentoring.
- Each region or county-level task force can set additional requirements for participation in this use of funding.
- To be eligible for this activity, the task force must have a policy for DUI Mentoring.
- Funding will pay for overtime for the mentor officer and the mentee officer.

This funding can be used to conduct premise checks in bars and other establishments that sell alcohol. To be used for this purpose, the activity must meet the following requirements:

- Approval for this activity is done through the HVE Mobilization Plan. This plan must be received prior to the activity date. It should include details such as the estimated number of hours and officers who will be participating in this activity. It should also include a plan for what officers will discuss with the premise (Ex. distributing coasters, HVE dedication materials, mobilization creative, etc.)
- Each establishment is counted as one contact on the Officer Activity Log.

- The WA Liquor and Cannabis Board must be notified in advance of this activity to encourage collaboration and support.

These funds can be used for DUI warrant round-up events. Prior approval is needed for these activities and must include evidence of thorough planning.

### **Distracted Driving Enforcement:**

With the State of Washington's distracted driving law, these patrols will be important to ensure through education and enforcement that drivers understand and are following the new law. These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Wherever possible these patrols shall occur in areas with the highest number of past distracted driving violations. The WTSC requires that distracted driving HVE patrols are conducted using a team approach with designated spotters. This approach has shown to best identify distracted driving violations. Minimum teams of three can conduct distracted driving HVE patrols – one spotter and at least two officers responding to violations.

In order to be eligible to receive distracted driving HVE funds in FFY2020, the SUB-RECIPIENT must have at least one citation issued during the FFY2019 On the Road Off the Phone campaign. Agencies that did not participate in the FFY2019 On the Road Off the Phone campaign are eligible for funding.

The priority for this funding is participation in the national campaign, On the Road Off the Phone, April 1 - 18, 2020. However, this funding can be expended outside of the national campaign, but the funds must only be used for distracted driving enforcement.

### **Seat Belt Use Enforcement:**

Washington has one of the highest seat belt use rates in the country, yet many of the state's vehicular fatalities and serious injuries involved unbelted drivers and passengers. Funding for seat belt enforcement will be prioritized using data from WTSC's Research and Data Division, such as seat belt use rates and fatal and serious injury data.

At this point, funding distribution has yet to be determined.

### **Motorcycle Safety Patrols**

The SUBRECIPIENT will engage in multijurisdictional HVE patrols, as part of the national effort, for all or part of the following campaign:

- It's a Fine Line – July 10 – 26

These motorcycle safety patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Patrols must take place Friday, Saturday, or Sunday during the It's a Fine Line campaign.

Patrols should focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.

Patrols should also focus on the illegal and unsafe driving actions of all other motor vehicles when relating to motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.

Whenever possible, SUB-RECIPIENT should include motorcycle officers in these patrols.

### **3.1. MILESTONES AND DELIVERABLES**

| <b>Mobilization</b>                | <b>Dates</b>            |
|------------------------------------|-------------------------|
| DUI Holiday Patrols                | December 11 - January 2 |
| Distracted Driving                 | April 1 - 18            |
| Click It or Ticket                 | May 17 - 31             |
| It's a Fine Line                   | July 10 - 26            |
| DUI Drive Sober or Get Pulled Over | August 19 - September 7 |

### **3.2. COMPENSATION**

**3.2.1.** Compensation for the overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed \$750.00. Payment for satisfactory performance of the overtime work shall not exceed this amount unless the Parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both Parties. Comp-time is not considered overtime and will not be approved for payment.

**3.2.2.** WTSC will reimburse for personnel overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L & I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, breath testers, etc.) to participate in the emphasis patrols.

**3.2.3.** Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the allocation amounts may be increased or decreased without amending the IAA. HVE grant funds are managed in a collaborative approach between the sub recipient and the TZM.

These alterations must be requested through email communication between all involved parties, including the TZM, and the WTSC Fiscal Analyst.

Funds within the same budget category only, can be increased and decreased across parties, so long as the modified total does not exceed the regional total allocation per funding category.

**3.2.4.** These funds, designated for salaries and benefits, are intended to pay for the hourly overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

### **3.3. SUMMARY OF PROJECT COSTS**

Fundings break down into the following enforcement categories:

#### **EMPHASIS PATROL**

##### **Impaired Driving Patrols**

\$750.00

(Section 402, CFDA 20.600)

##### **Distracted Driving Patrols**

\$0.00

(Section 402, CFDA 20.600)

##### **Seat Belt Patrols**

\$0.00

(Section 405b, CFDA 20.616)

##### **Motorcycle Safety**

\$0.00

(164 Funds, CFDA 20.608)

**3.3.1.** The funds issued under this Agreement are only to be used for the specified category and shall not be commingled between categories.

#### **APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:**

### **4. PARTICIPATION REQUIREMENTS AND CONDITIONS**

For each of the overtime emphasis patrols listed in the Statement of Work, the SUB-RECIPIENT will follow all protocols detailed in the "Multijurisdictional High Visibility Enforcement Protocols," which will be provided by the WTSC. Exceptions to these protocols must be pre-approved by the WTSC prior to the emphasis patrol(s).

## **5. PERFORMANCE STANDARDS**

Participating law enforcement officers working overtime hours are expected to make a minimum of three self-initiated contacts per hour of enforcement. The WTSC recognizes that some contacts may result in time-consuming enforcement-related activities, and these activities are reimbursable. Other activities, such as collision investigations or emergency response that are not initiated through emphasis patrol contact WILL NOT be reimbursed.

## **6. ACTIVITY REPORTS**

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit an officer Emphasis Patrol Logs to their regional TZM, or by other approved means, or by other pre-approved means, within 48 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required when the functionality is available in WEMS.

## **7. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

## **8. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

## **9. ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the Parties. 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 hereto.

## **10. ASSIGNMENT**

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

## **11. ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

## **12. BILLING PROCEDURE**

The WTSC is currently developing functionality in WEMS to streamline enforcement activity and invoice submission. The WTSC requires that this functionality be used for billing when available. Instructions and requirements for using this functionality will be provided at a later date.

shall submit monthly invoices for reimbursement the TZM with supporting documentation, as WTSC shall require. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

All invoices for reimbursement must include the following (Note – this will likely change when the new invoicing process is implemented.):

- Form A-19 provided by WTSC or its pre-approved equivalent. The hourly rate of each officer included on the invoice must be identified.
- Emphasis Patrol Log for each officer.
- WTSC's Overtime Log or the SUB-RECIPIENT's overtime approval sheets signed by the officer's supervisor

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2020, **must be received by WTSC no later than August 10, 2020**. All invoices for goods received or services performed between July 1, 2020, and September 30, 2020, **must be received by WTSC no later than November 15, 2020**.

### **13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

### **14. COST PRINCIPLES**

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

### **15. COVENANT AGAINST CONTINGENT FEES**

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

### **16. DISPUTES**

**16.1.** Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

**16.2.** Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

### **17. GOVERNANCE**

**17.1.** This Agreement is entered into pursuant to and under the authority granted by the laws of the

state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

**17.2.** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

**17.2.1.** Applicable federal and state statutes and rules

**17.2.2.** Terms and Conditions of this Agreement

**17.2.3.** Any Amendment executed under this Agreement

**17.2.4.** Any SOW executed under this Agreement

**17.2.5.** Any other provisions of the Agreement, including materials incorporated by reference

## **18. INCOME**

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

## **19. INDEMNIFICATION**

**19.1.** To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

**19.2.** The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

**19.3.** The indemnification and hold harmless provision shall survive termination of this Agreement.

## **20. INDEPENDENT CAPACITY**

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

## **21. INSURANCE COVERAGE**

**21.1.** The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

**21.2.** If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51

RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

## **22. LICENSING, ACCREDITATION, AND REGISTRATION**

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

## **23. RECORDS MAINTENANCE**

**23.1.** During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

**23.2.** Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

## **24. RIGHT OF INSPECTION**

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

## **25. RIGHTS IN DATA**

**25.1.** WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams,

drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

**25.2.** If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

**25.3.** The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

## **26. SAVINGS**

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 completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

## **27. SEVERABILITY**

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

## **28. SITE SECURITY**

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

## **29. TAXES**

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

## **30. TERMINATION FOR CAUSE**

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

## **31. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Agreement, either Party may terminate this Agreement,

without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

### **32. TREATMENT OF ASSETS**

**32.1.** Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

**32.2.** Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

**32.3.** The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

**32.4.** If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

**32.5.** The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

**32.6.** All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

### **33. WAIVER**

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

### **APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):**

#### **34. BUY AMERICA ACT**

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

### **35. DEBARMENT AND SUSPENSION**

#### Instructions for Lower Tier Certification

**35.1.** By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

**35.2.** The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**35.3.** The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**35.4.** The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

**35.5.** The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

**35.6.** The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

**35.7.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

**35.8.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**35.9.** Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work

order, debar or suspend you, or take other remedies as appropriate.

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

**35.10.** The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**35.11.** Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

### **36. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

**36.1.** The SUB-RECIPIENT shall:

**36.1.1.** Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

**36.1.2.** Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

**36.1.3.** Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

**36.1.4.** Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

**36.1.5.** Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

**36.1.6.** Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

### **37. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

## **38. FEDERAL LOBBYING**

**38.1.** The undersigned certifies, to the best of his or her knowledge and belief, that:

**38.1.1.** No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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.

**38.1.2.** 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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

**38.1.3.** The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

**38.2.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **39. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)**

**39.1.** During the performance of this Agreement, the SUB-RECIPIENT agrees:

**39.1.1.** To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

**39.1.2.** Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

**39.1.3.** To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

**39.1.4.** That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

**39.1.5.** To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this

program.

**40. POLITICAL ACTIVITY (HATCH ACT)**

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

**41. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

**42. STATE LOBBYING**

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**43. DESIGNATED CONTACTS**

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursements regarding this Agreement:

| The Contact for the SUB-RECIPIENT is:      | The Contact for WTSC is:                                     |
|--|--|
| Mike Northam<br>mnortham@cityofbuckley.com | Jerry Noviello<br>jnoviello@wtsc.wa.gov<br>360-725-9897 ext. |

**44. AUTHORITY TO SIGN**

The undersigned acknowledgment that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

**Buckley Police Department**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

---

Title

---

Date

**WASHINGTON TRAFFIC SAFETY COMMISSION**

---

Signature

---

Printed Name

---

Title

---

Date



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

| ITEM INFORMATION   |                                      |         |                 |
|--|--------------------------------------|---------|-----------------|
| <b>SUBJECT:</b><br><br><b>Rejection of Short-Term Telemetry Improvement Bids</b><br><br>Cost Impact: \$<br>Fund Source:<br>Timeline:   | <b>Agenda Date: January 14, 2020</b> |         | <b>AB20-007</b> |
|  | Department/Committee/Individual      | Created | Reviewed        |
|  | Mayor Pat Johnson                    |         | X               |
|  | City Administrator – Dave Schmidt    |         | X               |
|  | City Attorney – Phil Olbrechts       |         | X               |
|  | City Engineer – Dominic Miller       |         | X               |
|  | City Clerk – Treva Percival          | X       | X               |
|  | Finance Dept – 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           |         |                 |
| <b>Attachments:</b> Review of Bids from Gay & Osborne  |                                      |         |                 |
| <p>SUMMARY STATEMENT: On December 11, 2019, the City of Buckley received two bids for the Short-Term Telemetry Improvements Project. The bids ranged from \$202,312.50 to \$246,324.91. The Engineer's estimate was \$119,769.00. The proposals were checked for correctness of extensions of the prices per unit and total price and no corrections were made. The relatively high bid prices may be due to a low number of qualified bidders on the MRSC Small Works Roster. Based on bids received and information from the City, it appears that the City does not have available funds to complete the project.</p> <p>Based on Gray &amp; Osborne's evaluation, it is recommended that the bids be rejected and the City consider rebid of a modified project in early 2020.</p> |                                      |         |                 |
| COMMITTEE REVIEW AND RECOMMENDATION: None  |                                      |         |                 |
| RECOMMENDED ACTION: <b>MOVE to Reject all Bids Received for the Short-Term Telemetry Improvement Project.</b>  |                                      |         |                 |
| RECORD OF COUNCIL ACTION   |                                      |         |                 |
| Meeting Date   | Action                               | Vote    |                 |
|  |                                      |         |                 |
|  |                                      |         |                 |
|  |                                      |         |                 |
|  |                                      |         |                 |



January 2, 2020

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

SUBJECT: REVIEW OF BIDS, SHORT-TERM TELEMETRY IMPROVEMENTS  
CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON  
G&O #19236.00

Dear Mr. Schmidt:

On December 11, 2019, the City of Buckley received two bids for the Short-Term Telemetry Improvements Project. The bids ranged from \$202,312.50 to \$246,324.91. The Engineer's Estimate was \$119,769.00. Each proposal was checked for correctness of extensions of the prices per unit and the total price. No corrections were made. We have provided a bid summary with this letter. The bidders and their respective bid amounts, including sales tax where applicable, are as follows:

|    |  |                     |
|----|--|---------------------|
|    | <b>Engineer's Estimate</b> .....                 | <b>\$119,769.00</b> |
| 1. | Quality Controls Corporation (Lynnwood, WA)..... | \$202,312.50        |
| 2. | Technical Systems, Inc. (Lynnwood, WA).....      | \$246,324.91        |

The relatively high bid prices may be due to lack of competition for the electrical component of the project and due to a low number of qualified bidders on the MRSC Small Works Roster. Based on the bids received and information from the City, it appears that the City may not have available funds to complete the project.

Based on our evaluation, we recommend that the bids be rejected and the City consider rebid of a modified project in early 2020. The modified project may utilize a base bid for the Water Treatment Plant site and additive items for the Wells 2 and 4 site and for the Well 5 site. Prior to rebid, we would contact additional qualified bidders to determine if the MRSC Small Works Roster or a full public bid process is preferable. The modified project is intended to give the City flexibility in award of project components and to generate more competitive pricing with addition of potential bidders.



Mr. Dave Schmidt  
January 2, 2020  
Page 2

Please contact us if you have any questions and/or require additional information.

Sincerely,

GRAY & OSBORNE, INC.

Dominic J. Miller, P.E.

DJM/sp  
Encl.

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

| BIDDER  |   | ENGINEER'S ESTIMATE                                 |             | QCC QUALITY CONTROLS CORPORATION                    |              | TECHNICAL SYSTEMS, INC.                    |              |
|---|---|---|-------------|---|--------------|--|--------------|
| BIDDER ADDRESS  |   | 5015 208th Street SW, Ste. 1B<br>Lynnwood, WA 98036 |             | 5015 208th Street SW, Ste. 1B<br>Lynnwood, WA 98036 |              | 2303 196th Street SW<br>Lynnwood, WA 98036 |              |
| WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.  |   | 681,128-00  |             | 681,128-00  |              | 330,395-00                                 |              |
| WASHINGTON STATE CONTRACTOR'S REG. NUMBER   |   | QCCQUCC972DS  |             | QCCQUCC972DS  |              | TECHNS*1960D                               |              |
| BID BOND OR OTHER GOOD FAITH TOKEN  |   | 5% BID BOND   |             | 5% BID BOND   |              | 5% BID BOND                                |              |
| NO.   | ITEM                                      | QUANTITY  | UNIT PRICE  | AMOUNT  | UNIT PRICE   | AMOUNT                                     | AMOUNT       |
| 1   | Mobilization and Demobilization           | 1 LS  | \$6,000.00  | \$6,000.00  | \$17,500.00  | \$17,500.00                                | \$10,000.00  |
| 2   | Minor Change                              | 1 CALC  | \$5,000.00  | \$5,000.00  | \$5,000.00   | \$5,000.00                                 | \$5,000.00   |
| 3   | Electrical, Telemetry and Instrumentation | 1 LS  | \$75,000.00 | \$75,000.00   | \$131,500.00 | \$131,500.00                               | \$190,190.00 |
| 4   | System Integration                        | 1 LS  | \$25,000.00 | \$25,000.00   | \$33,500.00  | \$33,500.00                                | \$23,100.00  |
|   | Subtotal:                                 |   |             | \$111,000.00  |              | \$187,500.00                               | \$228,290.00 |
|   | Sales Tax @ 7.9%                          |   |             | \$8,769.00  |              | \$14,812.50                                | \$18,034.91  |
|   | <b>TOTAL CONSTRUCTION COST</b>            |   |             | \$119,769.00  |              | \$202,312.50                               | \$246,324.91 |
| Sealed bids were opened at the City of Buckley, 933 Main Street, Buckley, WA 98321 on Wednesday, December 11, 2019, at 1:00 p.m. (local time).          |   |   |             |   |              |  |              |
| I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid. |   |   |             |   |              |  |              |
|    |   |   |             |   |              |  |              |
| <b>DOMINIC J. MILLER, P.E.</b>  |   |   |             |   |              |  |              |

DATE: 12/2019  
DRAWN: SC  
CHECKED: DJM  
APPROVED: DJM

GRAY & OSBORNE, INC.  
CONSULTING ENGINEERS

CITY OF BUCKLEY, WASHINGTON  
SHORT TERM TELEMETRY IMPROVEMENTS  
GRAY & OSBORNE #19236



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

| ITEM INFORMATION   |                                   |   |          |
|--|-----------------------------------|---|----------|
| <b>SUBJECT:</b>  |                                   | <b>Agenda Date: January 14, 2020 AB20-008</b> |          |
| <b>Design Review Amendment</b><br><b>Stevenson Properties</b>  | Department/Committee/Individual   | Created                                       | Reviewed |
|  | Mayor Pat Johnson                 |   | X        |
|  | City Administrator – Dave Schmidt |   | X        |
|  | City Attorney – Phil Olbrechts    |   | X        |
|  | City Engineer – Dominic Miller    |   |          |
|  | City Clerk – Treva Percival       |   | X        |
|  | Finance Dept – Sandra Groshong    |   |          |
|  | Building Official – Mike Deadmond |   |          |
|  | Fire Dept – Chief Predmore        |   |          |
|  | Parks & Rec Dept – Kevin Caviezel |   |          |
|  | Planning Dept – Leticia Wallgren  | x   | X        |
|  | Police Dept – Chief Arsanto       |   |          |
| Municipal Court – Jessica Cash   |                                   |   |          |
|  | PW/Utilities – Chris Banks        |   |          |
| <b>Attachments:</b> Recommendation with exhibits (comprehensive list of exhibits listed in staff report)   |                                   |   |          |
| <p>SUMMARY STATEMENT: The attached packet contains a recommendation from the Design Review Committee to the City Council to approve, as conditioned, the amendments to a previously approved design review. The amendments can be summarized as a change in paint color and various architectural features. Supplemental materials, exhibits 1-7, are only supplemental and do not require approval.</p> |                                   |   |          |
| <p>COMMITTEE REVIEW AND RECOMMENDATION: Design Review Committee – Approval Recommended.</p>  |                                   |   |          |
| <p>RECOMMENDED ACTION: <b>MOVE to Approve the Amendment of the Design Review, as Conditioned, for Stevenson Properties.</b></p>  |                                   |   |          |
| RECORD OF COUNCIL ACTION   |                                   |   |          |
| Meeting Date   | Action                            | Vote  |          |
|  |                                   |   |          |
|  |                                   |   |          |
|  |                                   |   |          |
|  |                                   |   |          |



**City of Buckley  
Design Review Committee Recommendation  
Amendment to Design Review**

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**Proposal Name:** Stevenson/Genisis Properties

**Proposal Address:** xxx SR 410 E

**Proposal Description:** Amend the Design Review File # DR-17-0004 to reflect changes made to the design. Changes include removal of certain elements including louvers, masonry block, windows, building modulation, and awning modulation. The applicant is also requesting a change in color.

**File Number:** DR-19-0009

**Applicant:** Jared Stevenson

**Contact:** Rob Knutson

**Planner:** Leticia Wallgren, City Planner

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

**Department Decision:** Recommended Approval with conditions to City Council

  
\_\_\_\_\_  
Sandy Burkett, Community Services Chair  
City of Buckley

---

**Decision Date:** TBD  
**Notice of Application:** N/A  
**Decision Publication Date:** N/A  
**Appeal Deadline:** N/A

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**Background:**

On September 30, 2019, Rob Knutson, a representative of Stevenson/Genesis properties applied for an amendment to a previously approved design review application. The previous approval file # is DR-17-0004 (attached as exhibit 1). The request is to change certain design elements of the building which are indicated below in figures 1 and 2 and as indicated in the narrative provided by the applicant:

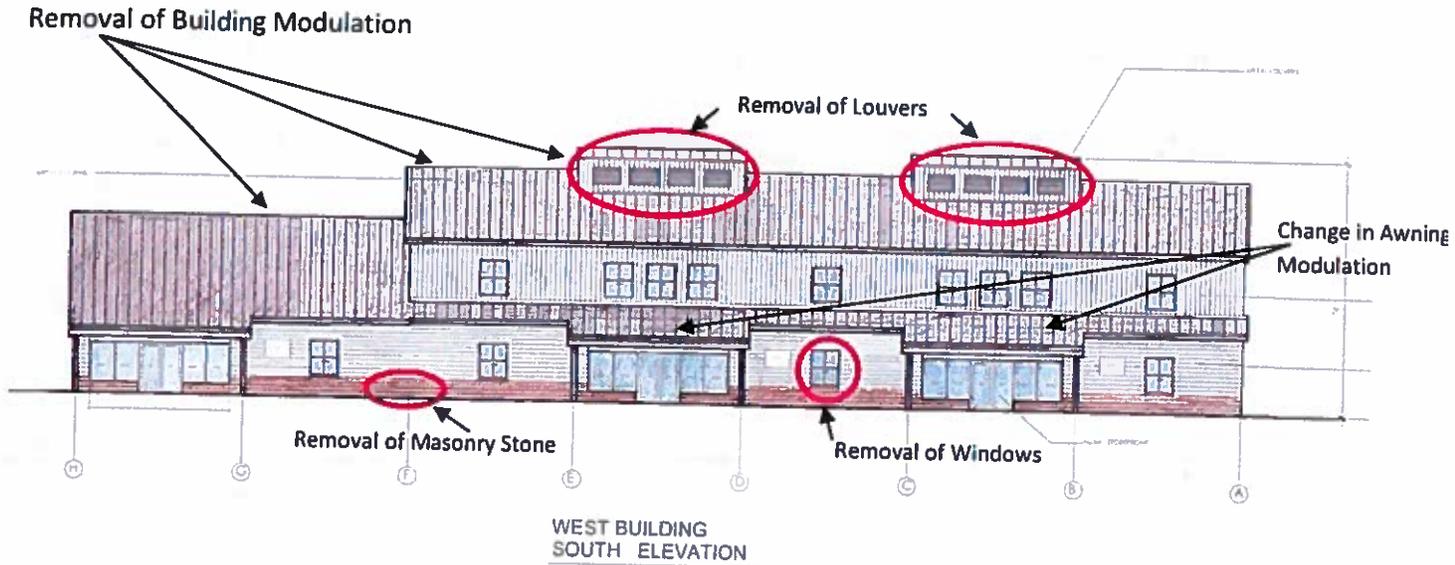


Figure 1. Previously approved design



Figure 2. Proposed Amended Design

**Summary of proposed changes:**

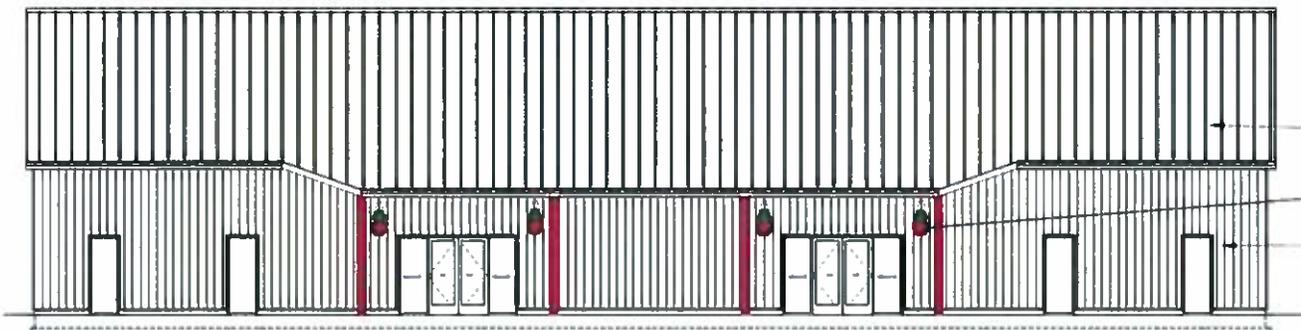
See applicant narrative attached as **exhibit 2**. The narrative addresses the number of stories, the building footprint, parking, landscaping, certain civil features and building finish.

The design changes to the building are as indicated in **figure 1** and as proposed in **figure 2**. The roof color is not proposed to change; the color originally proposed and approved for the roof was Dark Bronze. The siding color is proposed to change from almond colored to Slate Grey (Zinc Grey) by Architectural Metal Solutions.

*Figure 3. Slate Grey (proposed siding)*



In the narrative, the applicant mentions that there will be changes to the previously approved landscaping plan but did not provide an updated landscaping plan. The applicant, instead, is requesting to defer the final landscaping plan until after the site development is completed so the landscaping plan may, more closely, represent the conditions after development (see **exhibit 3**). The West building elevation does represent hanging baskets which satisfies the requirement for façade buffers (see **figure 4**). Street trees and visual relief buffers shall be reviewed upon submittal of a final landscaping plan. On the currently approved plan (**exhibit 4**), street trees are delineated on the SR 410 Frontage Right-of-Way (ROW) and a five-foot visual relief buffer is delineated on the west property line.



*Figure 4. Elevation delineating façade buffers*

### **Conclusion and Recommendation**

At a scheduled meeting on November 7, 2019, the Design Review Committee recommended approval of the amendment subject to the following conditions:

1. A final landscape plan meeting the requirements of BMC 19.29 and the Design Guidelines shall be submitted after civil site development but before a building permit is issued for review.
2. Per the adopted design guidelines, modulation of the building façade is required. The height building of the shall be shifted no less than four (4) feet every eighty (80) feet of building length (City of Buckley Design Guidelines V.D.2.a).

**The following recommendations are strongly encouraged by the Design Review Committee to achieve architectural interest consistent with the spirit and intent of the City of Buckley Design Guidelines:**

3. Add a minimum of 4 windows to the façade of the building.
4. Add windows to the proposed office spaces on the east portion of the building.
5. Add a vegetative buffer to accommodate the reduction in building length to offer visual relief from items stored behind the building.
6. Add a stone base of 3-4 feet at the base of the building.

**Exhibit List**

---

1. Staff Report for Previously Approved Design Review (DR-17-0004)
  2. Applicant Narrative- Changes to Proposed Design
  3. Request for Landscaping Deferral
  4. Previously Approved Landscaping Plan
  5. Elevation Reflecting Façade Buffers
  6. Site Plan with Elevations (indicating parking, landscaping, footprint of building)
  7. Design Review Application
-

**CITY OF BUCKLEY**

P.O. BOX 1960 • BUCKLEY, WA 98321 • (360) 829-1921 EXT. 7801  
[WWW.CITYOFBUCKLEY.COM](http://WWW.CITYOFBUCKLEY.COM); [HTTP://WWW.CODEPUBLISHING.COM/WA/BUCKLEY/](http://WWW.CODEPUBLISHING.COM/WA/BUCKLEY/)



**SIGN & DESIGN REVIEW REPORT**

To: Building Official Mike Deadmond  
 From: Design Review Committee Chair Lyn Rose *Lyn Rose*  
 Date: October 19, 2017  
 RE: APPROVAL IN PART  
 27971 SR 410 East; Jared Stevenson/Stevenson Building  
 File Number DR-17-0004



*Figure 1 2014 aerial of the site*

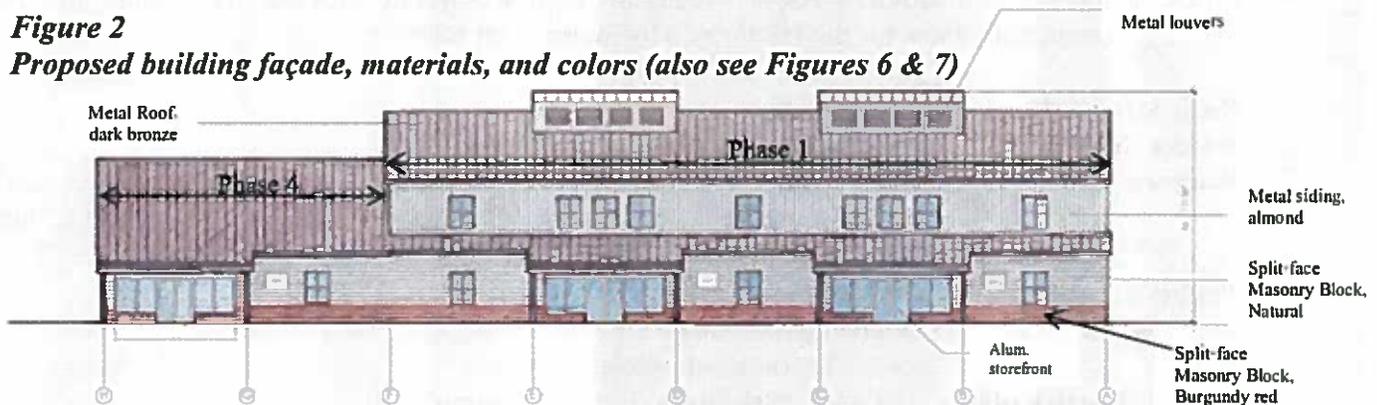
**Background & summary.**

The city’s design review committee met October 16, 2017, to discuss an application received September 26, 2017. The application was for the following:

1. Paint color for metal siding and roofing – approved
2. Masonry block color – approved
3. Windows – approved
4. Doors – approved
5. Sign (placement for wall signs only; sign design review will take place at a future date after tenancy is established) – to be reviewed in the future
6. The required landscape plan was not submitted and will be reviewed by the committee in the future

*Figure 2*

*Proposed building façade, materials, and colors (also see Figures 6 & 7)*



**Location.**

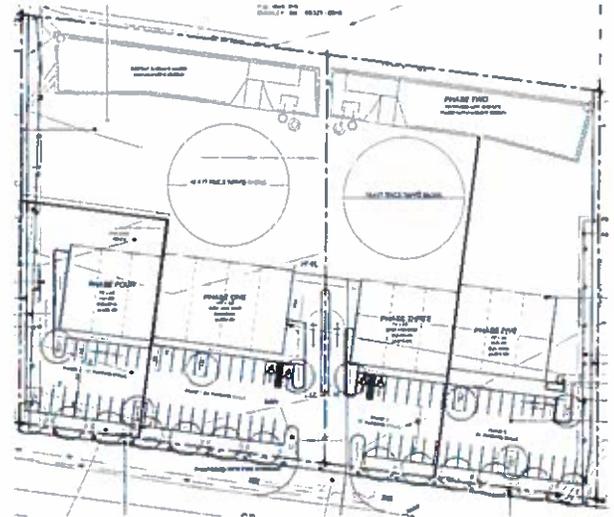
The building is located at 27971 SR 410 East in the General Commercial (GC) zone, within the Highway 410 design review area.

**Project summary.**

The buildings will be constructed on two undeveloped parcels along highway 410 between Leon’s Market and Aluma Concrete and Construction. The project will be phased on both parcels.

**Project history.**

- a. The previous owner, Josh Ford, applied in 2008 for an LDA for an excavation business. The permit wasn't issued.
- b. In 2011, a pre-application meeting was requested about general development standards.
- c. In 2012, the current applicant applied for and on January 16, 2013, approval was granted under CUP-2012-01 to use the lot as a construction/contractor yard until he could develop the land with an office building and shop.
- d. Department of Ecology issued permit # WAR302029 for construction.
- e. In 2013, Stevenson requested an LDA to develop the site with a storm water pond on the north side of the lot, which was approved in 2015 and is constructed.
- f. The CUP was informally expanded to access from the highway rather than from the property to the west.
- g. A job shack was placed on the property and fences were erected. The job shack shall be removed by November 28, 2017, under Condition of Approval 4.b.
- h. The parcel to the east was obtained by Jared Stevenson's brother and was connected with the site plan review and approval.
- i. Site plan review SPR 3074 was approved March 21, 2017, with conditions.
- j. Condition of approval Number 1(COA 1) is to obtain design review for the project from the city's design committee.



**Figure 3** *Approved site plan*

**Request.**

Please review the application to assess whether the request is in line with the city's comprehensive plan and design guidelines for the Highway 410 Commercial District.

**Basic information.**

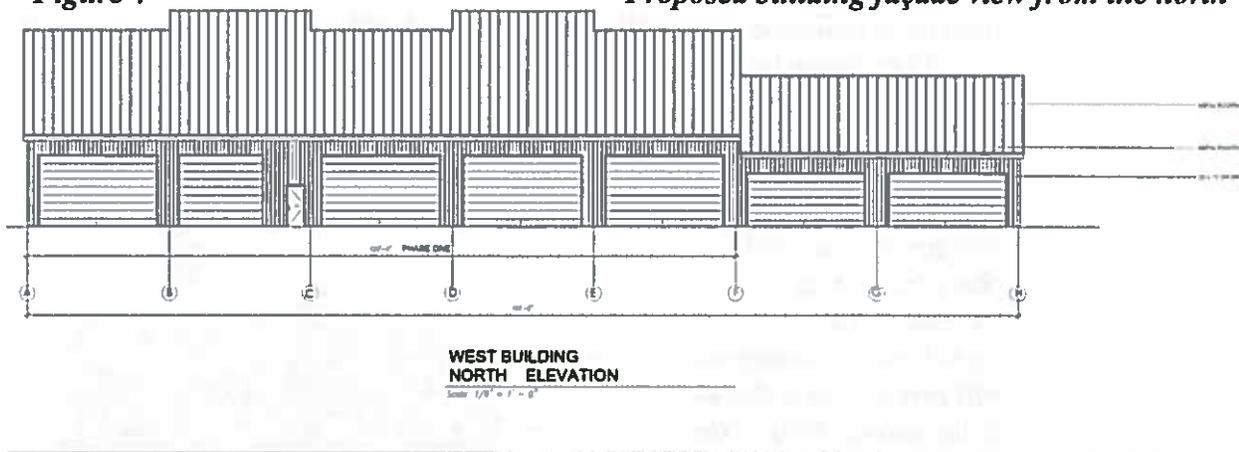
- Parcel Number:** 5665000255 & 5665000256
- Proposal:** Select paint for the metal roofing and the metal siding on the upper portion of the building; select masonry block color for the lower portion of the building; approve doors and windows, and approve sign placement.
- Property location:** 27971 SR 410 East
- Application date:** September 26, 2017
- Zone:** GC, General Commercial
- Comprehensive plan:** I&GC, Industrial and General Commercial
- Existing (sign or development):** The commercial building will be constructed on undeveloped parcels; see below.

**BMC 19.51 – SR 410 design district**

This chapter provides the city's Highway 410 design review district regulations, which refers readers to the guidelines for development below. In addition to design guidelines, the chapter requires review by the design review committee (DRC).

**Figure 4**

**Proposed building façade view from the north**



The purpose of the chapter is to promote economic development by preventing unsightly strip development that presents a massive flat aspect to SR 410 and to encourage construction of buildings that reflect the city’s agricultural, railroad and logging antecedents. *The proposal is for a corporate office on each lot with accessory outdoor storage. The storage and yard will be behind the corporate offices. Two rows of parking will be between the offices and SR 410.*

Guidelines for Development provide additional guidelines to ensure the goals of Chapter 19.51 are met, specifically landscaping, architectural modulation and design, roof pitch, building materials, colors, and signs. *A landscape plan was not submitted for review at this time.*

**BMC 19.51.060 Design Criteria.**

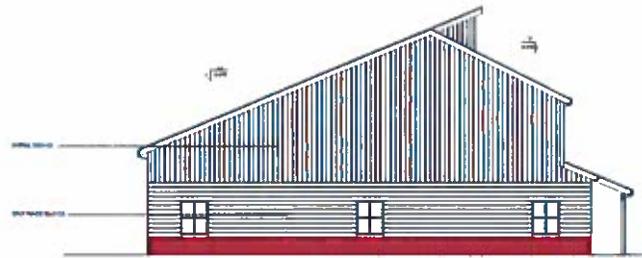
In determining whether to recommend approval, approval with modification, or denial of a project, the design review committee shall apply those criteria set forth in the document entitled “City of Buckley Guidelines for Development,” dated October 1991, and all amendments and additions thereto. That document is adopted by this reference as though it were set forth in full in this chapter. *The proposal will be one of the first buildings visitors will see, coming from the west, and one of the last buildings visitors will see leaving the city, which make these buildings in a location that will give a first and/or last impression of Buckley.*

**Design Guidelines.**

- 4.2.1, site:
  - a. A landscape buffer shall be installed along SR 410 frontage. *A 10-foot landscape strip is shown on the site plan for street trees.*
  - b. Off-street parking shall conform to BMC 19.28 and 19.29. *The parking requirement will be verified at building permit and be based on each proposed use’s square footage.*
  - c. Roadway frontage improvements shall be required. *The construction plans shall include required frontage improvements.*
- 4.2.2, scale:
  - a. Long interrupted buildings or development is not acceptable. Façade modulation is required by shifting the elevation at least four feet every 80 feet of building length. *The west building is 168 by 65 feet, and the east building will mirror the west building. The architectural elevations show four-foot modulation to the elevation every 25 feet, which imitates the width of properties in the historic commercial zone.*
  - b. Individual buildings or developments shall not exceed 30,000 gross SF. *The gross area of the buildings will be less than 30,000 sf.*

c. Individual buildings in overall developments shall be separated by at least 25 feet of landscape buffer unless otherwise approved by the DRC. Covered walkways may connect across buffer spaces. ***The buildings will be separated by a landscaped driveway on individual parcels. This will need to receive DRC approval.***

d. Architectural design shall respond to scale and character of rural landscape. ***The architectural elevations will respect rural design to the satisfaction of the design committee.***



**Figure 5 West view of Phase 1**

WEST BUILDING-PHASE ONE  
WEST ELEVATION  
Scale 1/8" = 1' - 0"

e. Overall architectural design shall be based on traditional agricultural and mill buildings. ***The architectural elevations will respect agricultural and/or timber industries' designs to the satisfaction of the design committee. The applicant states: Reflection of historical building and agriculture structures: All the colors are very neutral. Materials and colors selected recall our local historical buildings and past.***

1. ***Selection of materials and colors:***
  - a. ***Metal siding and roofing is very common in rural/agricultural buildings. Masonry is very common for historical small town buildings.***
  - b. ***The roof color is called 'dark bronze' which is a dark brown color, and the vertical metal siding is 'ash grey', which is a white-beige color.***
  - c. ***The color of the masonry is a natural red and natural grey, and are the oldest colors for the masonry block production.***
2. ***The roof pitches are also common in the local 'ag' buildings. Actually, 6:12 is much steeper than the usual barn roof slopes. The roof material is metal, a common roofing for ag buildings.***
3. ***The building design incorporates porch entries (historical).***
4. ***The shed roof incorporates louvers for ventilations, which reflect ag architectural roof structures***
5. ***Window design incorporates uniform smaller units, which reflects older buildings.***

4.2.3, architecture:

- a. Where visible from the exterior, wood truss and heavy-timber structural systems are recommended along with complimentary stone veneer(s). ***Wood trusses are not proposed.***
- b. Buildings shall be no more than two stories and shall have sloping roofs with a minimum pitch of 6 in 12 unless otherwise specified by the DRC. ***The architectural elevations show the upper roof to be 6:12 and the lower roof to be 5:12. The rear portion is a shed style roof that is shown to be 5:12.***

***The applicant states:***

*The upper roof facing SR 410 is a 6:12 slope and is most prominent. The lessor, lower porch roof slopes are 5:12, this helps to allow for more wall space for window placement on the upper level.*

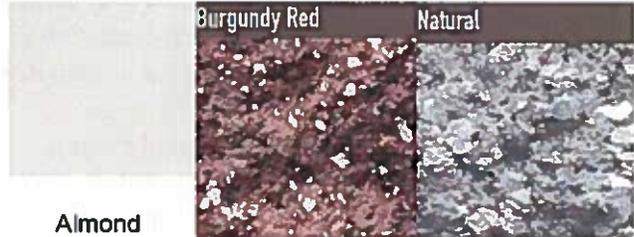
*The 5:12 at the rear of the buildings which are not seen from SR 410 allow for the installation of a higher overhead door at the rear which is an important function. Also, overhead doors require about 18 inches clear from top of door to the ceiling to accommodate the door supports. The actual difference between the 5:12 and 6:12 for the lower porch roof and the rear upper roof is very minimal, but we can gain several inches which help doors and windows (vertically).*

- c. Roof forms shall incorporate simple gables and sheds with generous overhangs. *The architectural elevations show metal louvers within shed dormers facing SR 410 at the roof apex and overhangs over each of the three building entries.*

- d. Siding: Utilize horizontal beveled wood, wood shingle or vertical wood board and batten siding along with complimentary stone veneer(s) whenever possible. Where required by building code or for functional reasons, concrete

**Figure 6**

**Proposed façade colors**



and concrete masonry materials may be employed with approval of the DRC. In such cases concrete and concrete masonry shall be detailed to emulate traditional stone construction. *Architectural elevations show the building siding to be metal on the upper story and stone on the bottom story. The metal story will be almond colored; the lower story will be two-tone natural and burgundy red. (Also see Section 4.2.4.a below)*

- e. Roofing: Wood shingles or metal roofing shall be employed on all new construction unless otherwise

**Figure 7**

**Proposed roof color**

approved by the DRC. Existing rural buildings have often replaced these materials with composition roofing, particularly patterns that reflect a wood shingle appearance may be acceptable for new projects. *The building will use metal roofing. The proposed color is dark bronze.*



**Dark Bronze**

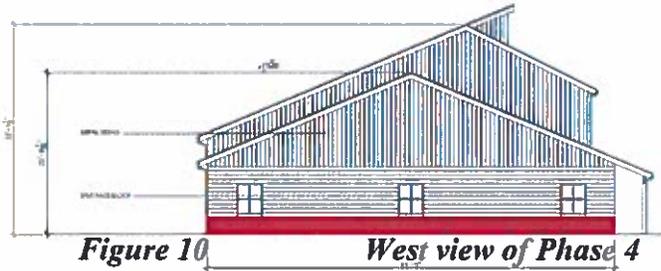
- f. Wood doors shall be simple in shape, large openings may be detailed to resemble traditional barn doors intended to accommodate animals and machinery. *The larger overhead doors for the construction yards will face north, away from the highway; pedestrian doors will face the highway will be glass.*

- g. Windows: Windows shall be fixed, casement, awning or double hung, with a square or vertical orientation. Sliding windows are not acceptable. Wood or metal sash materials are acceptable. Break large areas of glass into smaller lights whenever possible. Newer, energy efficient, types may be considered by the DRC when constructed in a style that compliments the intent of these guidelines. *Windows will be fixed and include groups of large window panes on the lower floor on either side of the glass doors. Upper story windows and lower-story windows facing east and west have sashes that appear to divide the windows into four small windows.*



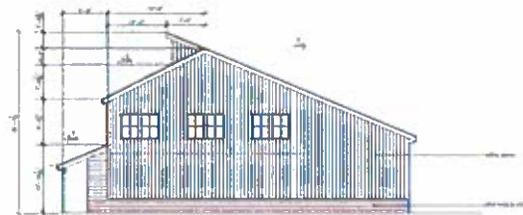
**Figure 8 Sign, door, and window detail**

- h. Ornament: Ornament shall be minimized to reflect the utilitarian nature of the buildings. Achieve architectural interest through structural elements such as gable brackets, stone veneer, post and beams. Stress craftsmanship and the detailing of ventilators, corner boards. *No ornament is proposed.*



**Figure 10 West view of Phase 4**

- 4.2.4, color: a. Colors should generally be muted, earth tones and simple painting schemes as were typically used in these traditional buildings. Color schemes employing many colors or particularly bright colors shall be avoided. Natural, unpainted wood with a clear sealer, or wood painted grey, dull red or green are example of acceptable color palate. *Color and siding choices are listed above. The metal brand is CBS Sheetmetal, Creative Building Supply – corrugated metal, perforated metal, roofing metal products and metal fabrication shop in New Jersey. The concrete masonry units are from Mutual Materials with a website of [www.mutualmaterials.com](http://www.mutualmaterials.com). Almond, natural, burgundy, and bronze can be considered muted colors; the caveat is that the metal has a matte finish.*



**Figure 9 East view of Phase 1**

- b. Colors should be selected to emphasize building form and highlight major features. The use of brightly colored or glossy building materials such as metal or tile siding are not acceptable. *Certain metals are now made to be matte rather than shiny, and architectural renderings and sample sheets show these design elements.*

- 4.3.1, signs: a. Two types of signs are allowed, monument signs and wall signs. The signs are to serve a similar purpose to downtown signs and are to be similar in design. *Signs spaces are shown on the design plan; no signs are proposed at this time, but the requirements are listed below for future use.*

**Signs.**

**Max allowed: Building-Mounted Signs.**

Building-mounted signs are allowed up to one and one-half square feet of sign surface area per lineal foot of building frontage or one-half square foot of sign surface area per lineal foot of lot frontage; however, the maximum area of all building-mounted signage shall not exceed 100 square feet of sign surface area per building. *The applicant proposes constructing 3 inset spaces for signs for future tenants. The sign design will be reviewed by the planning department upon submission in accordance with guidelines given by the committee in this review and regulations in place at the time of application. Each sign space is approximately 10 sf, which provides approximately 30 sf for total wall signs on this building.*

**General sign requirements. 19.30.070 General sign requirements.**

(1) All signs, except those specifically authorized, such as community bulletin boards, political signs, real estate signs and special event signs, shall be on-premises signs. *Future wall mounted signage will be affixed directly to the wall of the building within a specially designed inset.*

(4) Design. All signs shall be designed using materials, colors, lettering and other graphics which will be an asset to the community and in the best interest of the city and the general public. *There is no proposed sign design at this time. Sign design review will take place at a later date.*

(5) Maintenance. All signs, including signs heretofore installed, shall be correctly maintained on a continuous basis pursuant to BMC 19.30.170 and 19.30.180. *There is no proposed sign design at this time. Sign design review will take place at a later date.*

(7) Inspection. All sign users shall permit the periodic inspection of their signs by the city upon city request. *No sign design is proposed at this time. Sign design review will take place at a later date.*

(12) Sign Illumination and Glare.

(a) All signs other than those referenced in subsection (8) of this section and located within the GC or CC commercial or industrial LI zones may be internally illuminated. Signs in all other zones may be indirectly illuminated; provided, the light source for indirectly illuminated signs shall be no farther away from the sign than the height of the sign. *No plans for illumination are indicated on the building plans.*

(b) Illumination from or upon any sign shall be shaded, shielded, directed or reduced so as to avoid undue brightness, glare or reflection of light on private or public property in the surrounding area, and so as to avoid unreasonably distracting pedestrians or motorists. "Undue brightness" is illumination in excess of that which is reasonably necessary to make the sign reasonably visible to the average person on an adjacent street. Illumination, if used, shall be what is known as white or yellow and shall not be blinking, fluctuating or moving. Light

rays shall shine only upon the sign or upon the property within the premises and shall not spill over the property lines, in any direction, except by indirect reflection. *No plans for illumination are indicated on the building plans.*

(c) Indirectly illuminated signs shall be arranged so that no direct rays of light are projected from such artificial source into residences or any street right-of-way. *No plans for illumination are indicated on the building plans.*

**General  
Commercial  
(GC) Zone.**

**19.30.090 General Commercial zone (GC) signs.**

Signs in the general commercial (GC) zones shall be limited as follows:

(1) Building-Mounted Signs. Building-mounted signs are allowed up to one and one-half square feet of sign surface area per lineal foot of building frontage or one-half square foot of sign surface area per lineal foot of lot frontage; however, the maximum area of all building-mounted signage shall not exceed 100 square feet of sign surface area per building. *The applicant proposes constructing 3 inset spaces for signs for future tenants. The sign design will be reviewed by the planning department at a later date upon determination of business and tenancy. The sign spaces themselves are approximately 10 sf each which means the total coverage for wall mounted signs on this building will be approximately 30 sf.*

(2) Within retail or business complexes, individual tenants are allowed one building-mounted sign up to 60 square feet of sign surface area in size. *The proposal indicates maximum square foot coverage of 10 sf per inset.*

(3) Monument Signs. One double-sided monument sign not exceeding 32 square feet of sign surface area is allowed for each street frontage of the lot; provided, corner lots with a street frontage of less than 100 feet on each street shall be allowed only one sign. However, corner lots that have street frontage on at least three sides are allowed a maximum of two monument signs. *No plans for monument signs are indicated on the building plans/proposal, but will be reviewed at a later time upon application.*

(4) Multiple-tenant developments that have more than 300 feet of street frontage, or portion thereof, are allowed to have up to two monument signs. Such signs shall be separated from one another by a minimum of 150 feet, if located on the same street frontage. *The proposed buildings are multiple tenant developments on lots with street frontages of about 200 feet.*

(5) Projecting signs are allowed up to 12 square feet of sign surface area and shall be framed or bracketed with wrought-iron-style trim. Projecting signs shall conform to the general requirements of BMC 19.30.070(9)(a) through (e). *Projecting signs, if proposed, will be reviewed at submittal.*

(6) On lots where more than one monument sign is allowed, the sign area allowed for individual signs may be combined; provided, the combined sign does not exceed 50 square feet of sign surface area. *Monument signs, if proposed, will be reviewed at submittal.*

(7) Directional signs within multiple-tenant developments or business complexes shall not exceed three square feet of sign surface area. *Noted.*

(8) The maximum height for single-tenant monument signs shall be eight feet and for multiple tenants 12 feet. *Not applicable.*

(9) Setback. Monument signs shall be placed no closer than five feet from the edge of the public right-of-way and not in a sight distance triangle. *Monument signs, if proposed, will be reviewed at submittal.*

**Decision.**

Upon review of the code and design standards, and the staff's recommendation, approval of the submitted design is approved in part:

1. All conditions of approval (COA) remain for the existing proposal:
2. In review of COA 2a, the DRC issued the following determination regarding the adequacy of the following:
  - i. Building separation and the lack of landscaping between buildings (4.2.2.c). *The committed determined the landscape between the proposed buildings shown on the approved site plan (Exhibit 34 of the hearing examiner's file) is adequate and meets the spirit of the guidelines.*
  - ii. Façade buffers shall be drafted as typical for the DRC to review. *Façade landscaping was not shown.*
  - iii. The applicant shall submit with his design review material a typical landscape section to show generally how the requirements described in this report are to be met. *Landscaping was not shown.*
  - iv. A landscape buffer along SR 410 frontage in conformance with BMC 19.29 and the design guidelines: street trees may be chosen from the city's approved street tree list. *Street trees was not shown.*
  - v. Sight triangles shall be taken into consideration in development of the landscape plans. *Landscaping was not shown.*

*The committee requires the applicant bring his landscape plan for its review.*

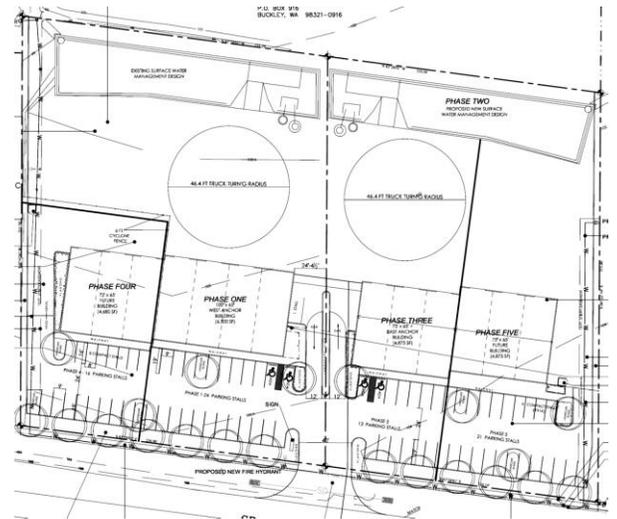
COA 4. "Small town attributes."

- a. To meet the goals and policies of the city's comprehensive plan, the proposal is to create an office-style front to SR 410 and hide less desirable views from the public; therefore, no storage shall be on the site unless behind the proposed buildings. *The area behind what will be Phase 4 shall be screened to reduce views of the storage yard.*
- b. The temporary construction trailer shall be removed from the site at the end of construction of the first phase or November 28, 2017, whichever is sooner. *The applicant desires another extension on this job shack. The committee has no ability to change this condition and refers the question back to the city to take to the decision maker as appropriate.*



**Project history.**

- a. The previous owner, Josh Ford, applied in 2008 for an LDA for an excavation business. The permit wasn't issued.
- b. In 2011, a pre-application meeting was requested about general development standards.
- c. In 2012, the current applicant applied for and on January 16, 2013, approval was granted under CUP-2012-01 to use the lot as a construction/contractor yard until he could develop the land with an office building and shop.
- d. Department of Ecology issued permit # WAR302029 for construction.
- e. In 2013, Stevenson requested an LDA to develop the site with a storm water pond on the north side of the lot, which was approved in 2015 and is constructed.
- f. The CUP was informally expanded to access from the highway rather than from the property to the west.
- g. A job shack was placed on the property and fences were erected. The job shack shall be removed by November 28, 2017, under Condition of Approval 4.b.
- h. The parcel to the east was obtained by Jared Stevenson's brother and was connected with the site plan review and approval.
- i. Site plan review SPR 3074 was approved March 21, 2017, with conditions.
- j. Condition of approval Number 1(COA 1) is to obtain design review for the project from the city's design committee.



**Figure 3** *Approved site plan*

**Request.**

Please review the application to assess whether the request is in line with the city's comprehensive plan and design guidelines for the Highway 410 Commercial District.

**Basic information.**

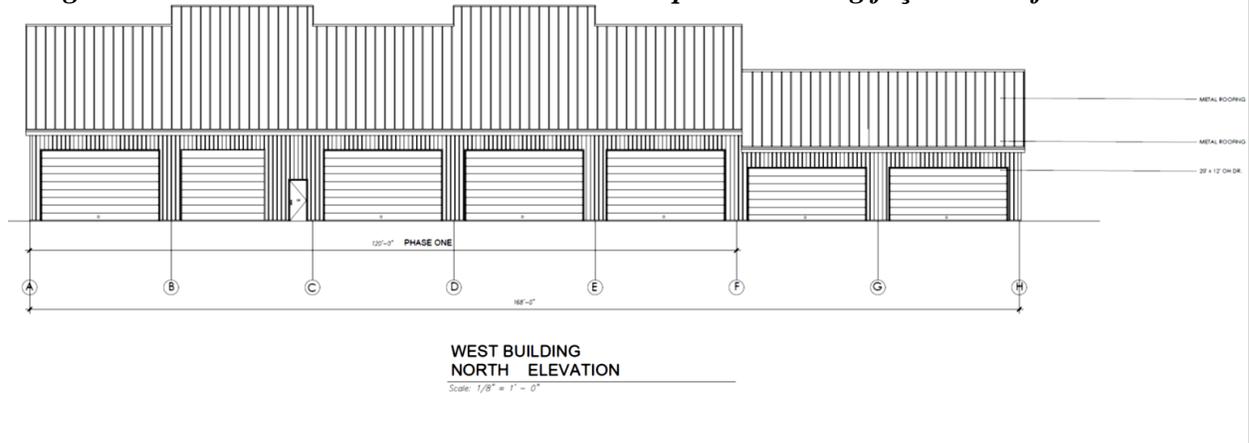
- Parcel Number:** 5665000255 & 5665000256
- Proposal:** Select paint for the metal roofing and the metal siding on the upper portion of the building; select masonry block color for the lower portion of the building; approve doors and windows, and approve sign placement.
- Property location:** 27971 SR 410 East
- Application date:** September 26, 2017
- Zone:** GC, General Commercial
- Comprehensive plan:** I&GC, Industrial and General Commercial
- Existing (sign or development):** The commercial building will be constructed on undeveloped parcels; see below.

**BMC 19.51 – SR 410 design district**

This chapter provides the city's Highway 410 design review district regulations, which refers readers to the guidelines for development below. In addition to design guidelines, the chapter requires review by the design review committee (DRC).

**Figure 4**

**Proposed building façade view from the north**



The purpose of the chapter is to promote economic development by preventing unsightly strip development that presents a massive flat aspect to SR 410 and to encourage construction of buildings that reflect the city’s agricultural, railroad and logging antecedents. ***The proposal is for a corporate office on each lot with accessory outdoor storage. The storage and yard will be behind the corporate offices. Two rows of parking will be between the offices and SR 410.***

Guidelines for Development provide additional guidelines to ensure the goals of Chapter 19.51 are met, specifically landscaping, architectural modulation and design, roof pitch, building materials, colors, and signs. ***A landscape plan was not submitted for review at this time.***

#### **BMC 19.51.060 Design Criteria.**

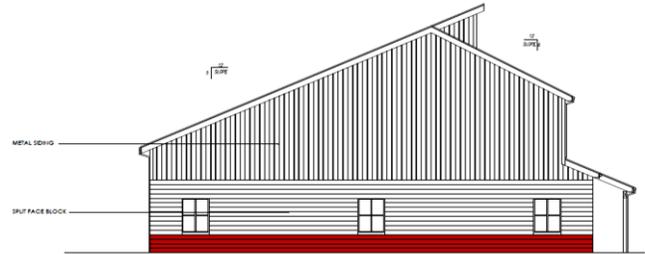
In determining whether to recommend approval, approval with modification, or denial of a project, the design review committee shall apply those criteria set forth in the document entitled “City of Buckley Guidelines for Development,” dated October 1991, and all amendments and additions thereto. That document is adopted by this reference as though it were set forth in full in this chapter. ***The proposal will be one of the first buildings visitors will see, coming from the west, and one of the last buildings visitors will see leaving the city, which make these buildings in a location that will give a first and/or last impression of Buckley.***

#### **Design Guidelines.**

- 4.2.1, site:
  - a. A landscape buffer shall be installed along SR 410 frontage. ***A 10-foot landscape strip is shown on the site plan for street trees.***
  - b. Off-street parking shall conform to BMC 19.28 and 19.29. ***The parking requirement will be verified at building permit and be based on each proposed use’s square footage.***
  - c. Roadway frontage improvements shall be required. ***The construction plans shall include required frontage improvements.***
- 4.2.2, scale:
  - a. Long interrupted buildings or development is not acceptable. Façade modulation is required by shifting the elevation at least four feet every 80 feet of building length. ***The west building is 168 by 65 feet, and the east building will mirror the west building. The architectural elevations show four-foot modulation to the elevation every 25 feet, which imitates the width of properties in the historic commercial zone.***
  - b. Individual buildings or developments shall not exceed 30,000 gross SF. ***The gross area of the buildings will be less than 30,000 sf.***

c. Individual buildings in overall developments shall be separated by at least 25 feet of landscape buffer unless otherwise approved by the DRC. Covered walkways may connect across buffer spaces. ***The buildings will be separated by a landscaped driveway on individual parcels. This will need to receive DRC approval.***

d. Architectural design shall respond to scale and character of rural landscape. ***The architectural elevations will respect rural design to the satisfaction of the design committee.***



e. Overall architectural design shall be based on traditional agricultural and mill buildings. ***The architectural elevations will respect agricultural and/or timber industries' designs to the satisfaction of the design committee. The applicant states:***

***Reflection of historical building and agriculture structures:***

***All the colors are very neutral. Materials and colors selected recall our local historical buildings and past.***

***1. Selection of materials and colors:***

***a. Metal siding and roofing is very common in rural/agricultural buildings. Masonry is very common for historical small town buildings.***

***b. The roof color is called 'dark bronze' which is a dark brown color, and the vertical metal siding is 'ash grey', which is a white-beige color.***

***c. The color of the masonry is a natural red and natural grey, and are the oldest colors for the masonry block production.***

***2. The roof pitches are also common in the local 'ag' buildings. Actually, 6:12 is much steeper than the usual barn roof slopes. The roof material is metal, a common roofing for ag buildings.***

***3. The building design incorporates porch entries (historical).***

***4. The shed roof incorporates louvers for ventilations, which reflect ag architectural roof structures***

***5. Window design incorporates uniform smaller units, which reflects older buildings.***

4.2.3, a. Where visible from the exterior, wood truss and heavy-timber structural architecture: systems are recommended along with complimentary stone veneer(s). ***Wood trusses are not proposed.***

b. Buildings shall be no more than two stories and shall have sloping roofs with a minimum pitch of 6 in 12 unless otherwise specified by the DRC. ***The architectural elevations show the upper roof to be 6:12 and the lower roof to be 5:12. The rear portion is a shed style roof that is shown to be 5:12.***

***The applicant states:***

*The upper roof facing SR 410 is a 6:12 slope and is most prominent. The lessor, lower porch roof slopes are 5:12, this helps to allow for more wall space for window placement on the upper level.*

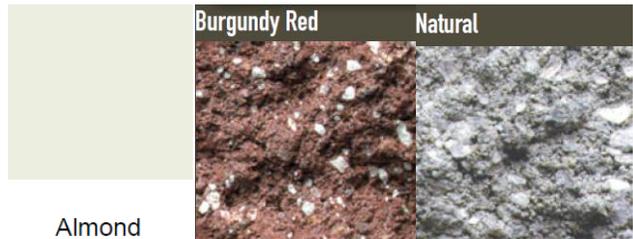
*The 5:12 at the rear of the buildings which are not seen from SR 410 allow for the installation of a higher overhead door at the rear which is an important function. Also, overhead doors require about 18 inches clear from top of door to the ceiling to accommodate the door supports. The actual difference between the 5:12 and 6:12 for the lower porch roof and the rear upper roof is very minimal, but we can gain several inches which help doors and windows (vertically).*

- c. Roof forms shall incorporate simple gables and sheds with generous overhangs. *The architectural elevations show metal louvers within shed dormers facing SR 410 at the roof apex and overhangs over each of the three building entries.*

- d. Siding: Utilize horizontal beveled wood, wood shingle or vertical wood board and batten siding along with complimentary stone veneer(s) whenever possible. Where required by building code or for functional reasons, concrete

**Figure 6**

**Proposed façade colors**



and concrete masonry materials may be employed with approval of the DRC. In such cases concrete and concrete masonry shall be detailed to emulate traditional stone construction. *Architectural elevations show the building siding to be metal on the upper story and stone on the bottom story. The metal story will be almond colored; the lower story will be two-tone natural and burgundy red. (Also see Section 4.2.4.a below)*

- e. Roofing: Wood shingles or metal roofing shall be employed on all new construction unless otherwise

**Figure 7**

**Proposed roof color**

approved by the DRC. Existing rural buildings have often replaced these materials with composition roofing, particularly patterns that reflect a wood shingle appearance may be acceptable for new projects. *The building will use metal roofing. The proposed color is dark bronze.*



Dark Bronze

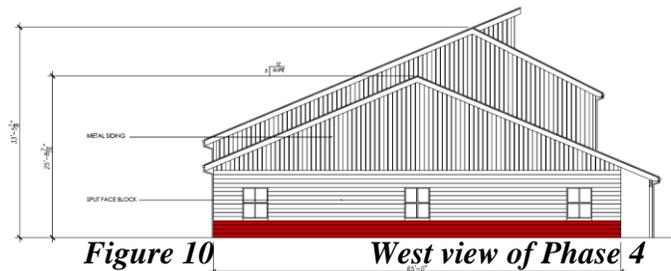
- f. Wood doors shall be simple in shape, large openings may be detailed to resemble traditional barn doors intended to accommodate animals and machinery. *The larger overhead doors for the construction yards will face north, away from the highway; pedestrian doors will face the highway will be glass.*

- g. Windows: Windows shall be fixed, casement, awning or double hung, with a square or vertical orientation. Sliding windows are not acceptable. Wood or metal sash materials are acceptable. Break large areas of glass into smaller lights whenever possible. Newer, energy efficient, types may be considered by the DRC when constructed in a style that compliments the intent of these guidelines. **Windows will be fixed and include groups of large window panes on the lower floor on either side of the glass doors. Upper story windows and lower-story windows facing east and west have sashes that appear to divide the windows into four small windows.**



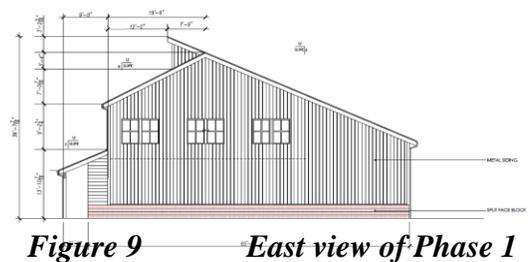
**Figure 8 Sign, door, and window detail**

- h. Ornament: Ornament shall be minimized to reflect the utilitarian nature of the buildings. Achieve architectural interest through structural elements such as gable brackets, stone veneer, post and beams. Stress craftsmanship and the detailing of ventilators, corner boards. **No ornament is proposed.**



**Figure 10 West view of Phase 4**

- 4.2.4, color: a. Colors should generally be muted, earth tones and simple painting schemes as were typically used in these traditional buildings. Color schemes employing many colors or particularly bright colors shall be avoided. Natural, unpainted wood with a clear sealer, or wood painted grey, dull red or green are example of acceptable color palate. **Color and siding choices are listed above. The metal brand is CBS Sheetmetal, Creative Building Supply – corrugated metal, perforated metal, roofing metal products and metal fabrication shop in New Jersey. The concrete masonry units are from Mutual Materials with a website of [www.mutualmaterials.com](http://www.mutualmaterials.com). Almond, natural, burgundy, and bronze can be considered muted colors; the caveat is that the metal has a matte finish.**



**Figure 9 East view of Phase 1**

- b. Colors should be selected to emphasize building form and highlight major features. The use of brightly colored or glossy building materials such as metal or tile siding are not acceptable. **Certain metals are now made to be matte rather than shiny, and architectural renderings and sample sheets show these design elements.**

- 4.3.1, signs: a. Two types of signs are allowed, monument signs and wall signs. The signs are to serve a similar purpose to downtown signs and are to be similar in design. *Signs spaces are shown on the design plan; no signs are proposed at this time, but the requirements are listed below for future use.*

## Signs.

### Max allowed: **Building-Mounted Signs.**

Building- mounted signs are allowed up to one and one-half square feet of sign surface area per lineal foot of building frontage or one-half square foot of sign surface area per lineal foot of lot frontage; however, the maximum area of all building-mounted signage shall not exceed 100 square feet of sign surface area per building. *The applicant proposes constructing 3 inset spaces for signs for future tenants. The sign design will be reviewed by the planning department upon submission in accordance with guidelines given by the committee in this review and regulations in place at the time of application. Each sign space is approximately 10 sf, which provides approximately 30 sf for total wall signs on this building.*

### General sign requirements. **19.30.070 General sign requirements.**

- (1) All signs, except those specifically authorized, such as community bulletin boards, political signs, real estate signs and special event signs, shall be on-premises signs. *Future wall mounted signage will be affixed directly to the wall of the building within a specially designed inset.*
- (4) Design. All signs shall be designed using materials, colors, lettering and other graphics which will be an asset to the community and in the best interest of the city and the general public. *There is no proposed sign design at this time. Sign design review will take place at a later date.*
- (5) Maintenance. All signs, including signs heretofore installed, shall be correctly maintained on a continuous basis pursuant to BMC 19.30.170 and 19.30.180. *There is no proposed sign design at this time. Sign design review will take place at a later date.*
- (7) Inspection. All sign users shall permit the periodic inspection of their signs by the city upon city request. *No sign design is proposed at this time. Sign design review will take place at a later date.*
- (12) Sign Illumination and Glare.
- (a) All signs other than those referenced in subsection (8) of this section and located within the GC or CC commercial or industrial LI zones may be internally illuminated. Signs in all other zones may be indirectly illuminated; provided, the light source for indirectly illuminated signs shall be no farther away from the sign than the height of the sign. *No plans for illumination are indicated on the building plans.*
- (b) Illumination from or upon any sign shall be shaded, shielded, directed or reduced so as to avoid undue brightness, glare or reflection of light on private or public property in the surrounding area, and so as to avoid unreasonably distracting pedestrians or motorists. "Undue brightness" is illumination in excess of that which is reasonably necessary to make the sign reasonably visible to the average person on an adjacent street. Illumination, if used, shall be what is known as white or yellow and shall not be blinking, fluctuating or moving. Light

rays shall shine only upon the sign or upon the property within the premises and shall not spill over the property lines, in any direction, except by indirect reflection. **No plans for illumination are indicated on the building plans.**

(c) Indirectly illuminated signs shall be arranged so that no direct rays of light are projected from such artificial source into residences or any street right-of-way. **No plans for illumination are indicated on the building plans.**

**General  
Commercial  
(GC) Zone.**

**19.30.090 General Commercial zone (GC) signs.**

Signs in the general commercial (GC) zones shall be limited as follows:

(1) Building-Mounted Signs. Building-mounted signs are allowed up to one and one-half square feet of sign surface area per lineal foot of building frontage or one-half square foot of sign surface area per lineal foot of lot frontage; however, the maximum area of all building-mounted signage shall not exceed 100 square feet of sign surface area per building. **The applicant proposes constructing 3 inset spaces for signs for future tenants. The sign design will be reviewed by the planning department at a later date upon determination of business and tenancy. The sign spaces themselves are approximately 10 sf each which means the total coverage for wall mounted signs on this building will be approximately 30 sf.**

(2) Within retail or business complexes, individual tenants are allowed one building-mounted sign up to 60 square feet of sign surface area in size. **The proposal indicates maximum square foot coverage of 10 sf per inset.**

(3) Monument Signs. One double-sided monument sign not exceeding 32 square feet of sign surface area is allowed for each street frontage of the lot; provided, corner lots with a street frontage of less than 100 feet on each street shall be allowed only one sign. However, corner lots that have street frontage on at least three sides are allowed a maximum of two monument signs. **No plans for monument signs are indicated on the building plans/proposal, but will be reviewed at a later time upon application.**

(4) Multiple-tenant developments that have more than 300 feet of street frontage, or portion thereof, are allowed to have up to two monument signs. Such signs shall be separated from one another by a minimum of 150 feet, if located on the same street frontage. **The proposed buildings are multiple tenant developments on lots with street frontages of about 200 feet.**

(5) Projecting signs are allowed up to 12 square feet of sign surface area and shall be framed or bracketed with wrought-iron-style trim. Projecting signs shall conform to the general requirements of BMC 19.30.070(9)(a) through (e). **Projecting signs, if proposed, will be reviewed at submittal.**

(6) On lots where more than one monument sign is allowed, the sign area allowed for individual signs may be combined; provided, the combined sign does not exceed 50 square feet of sign surface area. **Monument signs, if proposed, will be reviewed at submittal.**

(7) Directional signs within multiple-tenant developments or business complexes shall not exceed three square feet of sign surface area. **Noted.**

(8) The maximum height for single-tenant monument signs shall be eight feet and for multiple tenants 12 feet. **Not applicable.**

(9) Setback. Monument signs shall be placed no closer than five feet from the edge of the public right-of-way and not in a sight distance triangle. **Monument signs, if proposed, will be reviewed at submittal.**

**Decision.**

Upon review of the code and design standards, and the staff’s recommendation, approval of the submitted design is approved in part:

1. All conditions of approval (COA) remain for the existing proposal:
2. In review of COA 2a, the DRC issued the following determination regarding the adequacy of the following:
  - i. Building separation and the lack of landscaping between buildings (4.2.2.c). ***The committed determined the landscape between the proposed buildings shown on the approved site plan (Exhibit 34 of the hearing examiner’s file) is adequate and meets the spirit of the guidelines.***
  - ii. Façade buffers shall be drafted as typical for the DRC to review. ***Façade landscaping was not shown.***
  - iii. The applicant shall submit with his design review material a typical landscape section to show generally how the requirements described in this report are to be met. ***Landscaping was not shown.***
  - iv. A landscape buffer along SR 410 frontage in conformance with BMC 19.29 and the design guidelines: street trees may be chosen from the city’s approved street tree list. ***Street trees was not shown.***
  - v. Sight triangles shall be taken into consideration in development of the landscape plans. ***Landscaping was not shown.***

***The committee requires the applicant bring his landscape plan for its review.***

COA 4. “Small town attributes.”

- a. To meet the goals and policies of the city’s comprehensive plan, the proposal is to create an office-style front to SR 410 and hide less desirable views from the public; therefore, no storage shall be on the site unless behind the proposed buildings. ***The area behind what will be Phase 4 shall be screened to reduce views of the storage yard.***
- b. The temporary construction trailer shall be removed from the site at the end of construction of the first phase or November 28, 2017, whichever is sooner. ***The applicant desires another extension on this job shack. The committee has no ability to change this condition and refers the question back to the city to take to the decision maker as appropriate.***



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Leticia,

Here is a Narrative of the Technical Adjustments from the original Design to the most recent Design.

Changes are as follows:

- \* Building is changing from a two to story to a single story
- \* The footprint is being reduced from 65' deep by 175' wide to 65'x125' with a later phase option to increase the building approximately 65' deep by 50' wide.
- \* The parking areas are being reduced to match the new square footage
- \* Landscape areas are being adjusted to accommodate parking and provide additional texture to the building
- \* Other adjustments to support features like underground utilities, catch basins and trash enclosures will have varying degrees of changes to accommodate the new building arrangement.
- \* Changes to the finishes remain largely the same. We request flexibility in masonry and concrete details as the design matures. Metal roofing and siding constitute the bulk of the exterior finishes.

If Jared or I come up with anything else or if you feel there should be more to this just let me know and I will make any adjustments needed.

Thanks,

**Rob Knutson**

Project Manager/Estimator

W.S. Contractors LLC

Office (253)630-4500

Cell (206)793-7971

[rob@wscontract.com](mailto:rob@wscontract.com)



Dear Members of the Design Review Committee,

It has come to our attention that the city is requesting an updated landscaping plan to review along with our design review materials. We are most assuredly planning on adjusting our landscaping plan to reflect the conditions on site after site development takes place. Currently, we are working on obtaining approval for a Site Plan Review Technical Adjustment and Civil Construction Plans in addition to the Design Review Approval. Based on the Civil Construction Plans site conditions could change which could cause us to have to make further adjustment to the landscaping plan. We believe it to be in our best interest logistically and financially to defer the final landscaping plan to the end of site development. We do have a previously approved concept which is reflected on the site plan we submitted with our design review and we feel this is enough to provide the minimum amount of information to be granted a deferral as we don't anticipate more than minor adjustments to the currently approved plan. It is our understanding that, should a deferral be granted, a final landscaping plan meeting the requirements of BMC 19.29 and the Design Guidelines will have to come before the Design Review Committee for review and final approval.

Thank you very much,

**Rob Knutson**

Project Manager

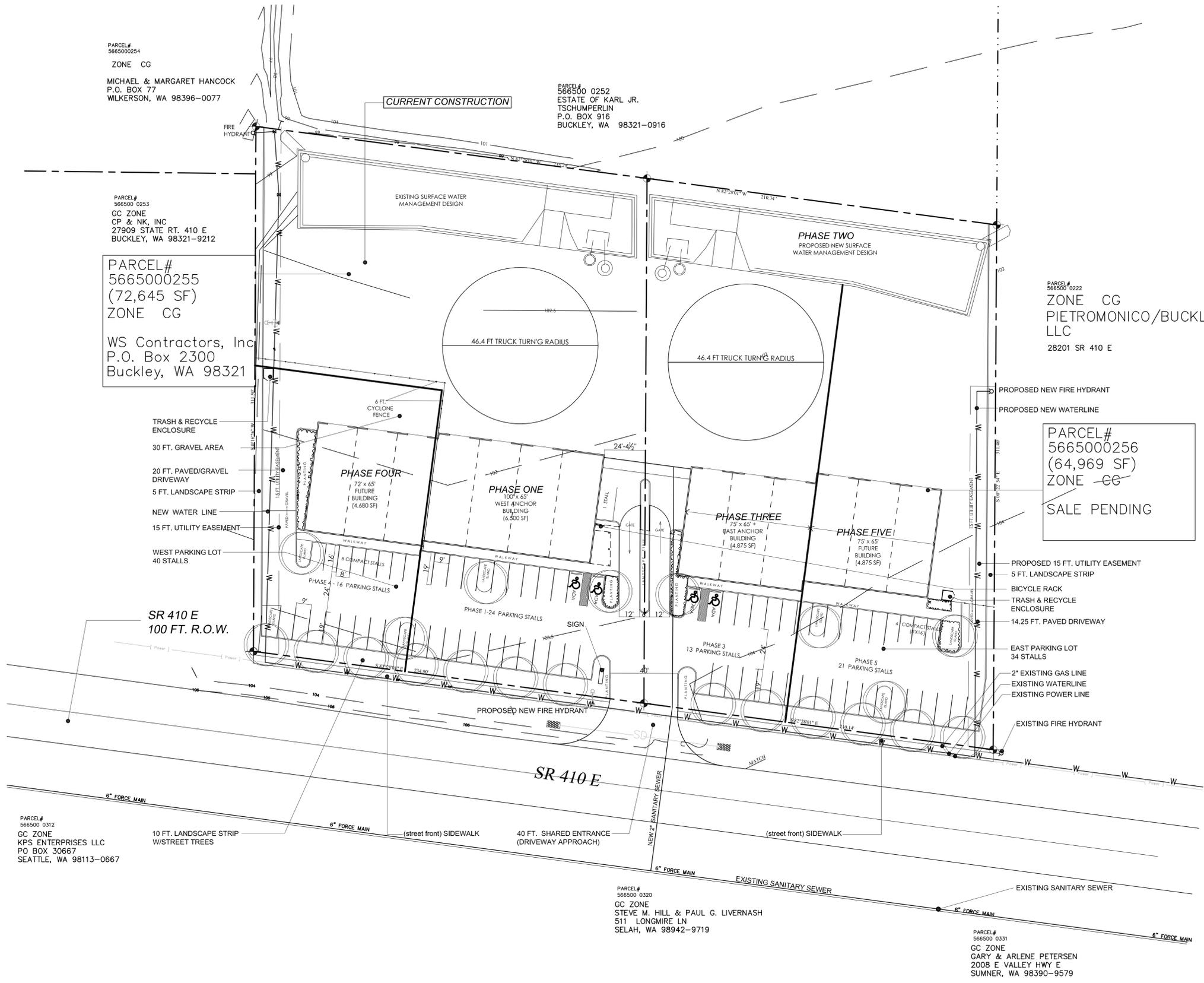
W.S. Contractors LLC

Office (253)630-4500

Cell Phone (206)793-7971

[rob@wscontract.com](mailto:rob@wscontract.com)

# Exhibit 4



**OWNER** WS CONTRACTORS, INC.  
P.O. BOX 2300  
BUCKLEY, WA 98321

**SITE ADDRESS:** 279xx SR 410 E

**TAX PARCEL #:** 5665000255 & 5665000256

**LOT SIZE:** 72,645 SF & 64,969 SF = 137,614 SF

**LOT COVERAGE:** 79 %

**TOTAL IMPREVIOUS AREA:** 108,185 SF

**ZONING:** GC

**PROJECT DESCRIPTION:** LIGHT INDUSTRIAL - BUSINESS

**BUILDING SIZE:** WEST BUILDING : 11,180 SF. (MAIN LEVEL)  
5,500 SF ( SECOND LEVEL)

EAST BUILDING : 9,750 SF. (MAIN LEVEL)  
4,875 SF ( SECOND LEVEL)

SHOP BUILDING : 3,000 SF.

**BUILDING HT:** 2 STORY

**USE ANALYSIS & PARKING REQUIREMENTS:**

**WEST BUILDING - MAIN FLR. 11,180 SF + SECOND FLR. 5,500 SF**

USES: CONTRACTOR'S SHOP AREA= 10,985 SF  
REQUIRED PARKING: 1 STALL PER 900 SF = 12 STALLS

GENERAL OFFICE AREA= 5,500 SF  
REQUIRED PARKING: 1 STALL PER 400 SF  
+ 1 STALL PER EMPLOYEE = 14 STALLS  
8 EMPLOYEES STALLS

AUTO REPAIR AREA W/ONE BAY = 1,625 SF  
REQUIRED PARKING: 4 STALLS PER BAY = 4 STALLS

WEST BUILDING REQUIRED PARKING = 38 STALLS

**EAST BUILDING - MAIN FLR. 9,750 SF + SECOND FLR. 4,875 SF**

USES: CONTRACTOR'S SHOP AREA= 6,500 SF  
REQUIRED PARKING: 1 STALL PER 900 SF = 7 STALLS

GENERAL OFFICE AREA= 4,875 SF  
REQUIRED PARKING: 1 STALL PER 400 SF  
+ 1 STALL PER EMPLOYEE = 12 STALLS  
5 EMPLOYEES STALLS

AUTO REPAIR AREA W/TWO BAY = 3,250 SF  
REQUIRED PARKING: 4 STALLS PER BAY = 8 STALLS

EAST BUILDING REQUIRED PARKING = 32 STALLS

**PARKING :** REQUIRED PARKING 70 STALLS  
LESS 7 LANDSCAPE PARK'G ISLANDS - 63 STALL  
PROVIDED - 74 STALLS ( INCLUDES 4 ADA SPACES)

**SIGNS MUST FOLLOW CITY SIGN CODE: 19.30**

PARCEL# 5665000254  
ZONE CG  
MICHAEL & MARGARET HANCOCK  
P.O. BOX 77  
WILKERSON, WA 98396-0077

PARCEL# 566500 0252  
ESTATE OF KARL JR.  
TSCHUMPERLIN  
P.O. BOX 916  
BUCKLEY, WA 98321-0916

PARCEL# 566500 0253  
GC ZONE  
CP & NK, INC  
27909 STATE RT. 410 E  
BUCKLEY, WA 98321-9212

PARCEL# 5665000255  
(72,645 SF)  
ZONE CG  
WS Contractors, Inc  
P.O. Box 2300  
Buckley, WA 98321

PARCEL# 566500 0222  
ZONE CG  
PIETROMONICO/BUCKLEY LLC  
28201 SR 410 E

PARCEL# 5665000256  
(64,969 SF)  
ZONE CG  
SALE PENDING

PARCEL# 566500 0312  
GC ZONE  
KPS ENTERPRISES LLC  
PO BOX 30667  
SEATTLE, WA 98113-0667

PARCEL# 566500 0320  
GC ZONE  
STEVE M. HILL & PAUL G. LIVERNASH  
511 LONGMIRE LN  
SELAH, WA 98942-9719

PARCEL# 566500 0331  
GC ZONE  
GARY & ARLENE PETERSEN  
2008 E VALLEY HWY E  
SUMNER, WA 98390-9579

- PHASE 1**  
WEST ANCHOR BUILDING (100'X65')  
24 PARKING STALLS + LANDSCAPE (WEST LOT)  
EAST PARCEL (5665000255) TO BE GRADED & GRAVELED
- PHASE 2**  
SURFACE WATER MANAGEMENT FOR PARCEL #5665000256
- PHASE 3**  
EAST ANCHOR BUILDING (75'X65')  
13 PARKING & LANDSCAPE ( EAST LOT)
- PHASE 4**  
WEST ANCHOR BUILDING ADDITION (72'X65')  
16 PARKING & LANDSCAPE ( EAST LOT)
- PHASE 5**  
EAST ANCHOR BUILDING ADDITION (75'X65')  
21 PARKING & LANDSCAPE ( EAST LOT)

## WS PROJECT SITE PLAN

Scale: 1" = 30'



Christine Mill Architect  
27202 SE 432nd St.  
Enumclaw, WA 98022  
phone:(360)825-7100 fax:(360)825-4512

**WS CONTRACTORS**  
**SR 410 PROJECT**

Project:

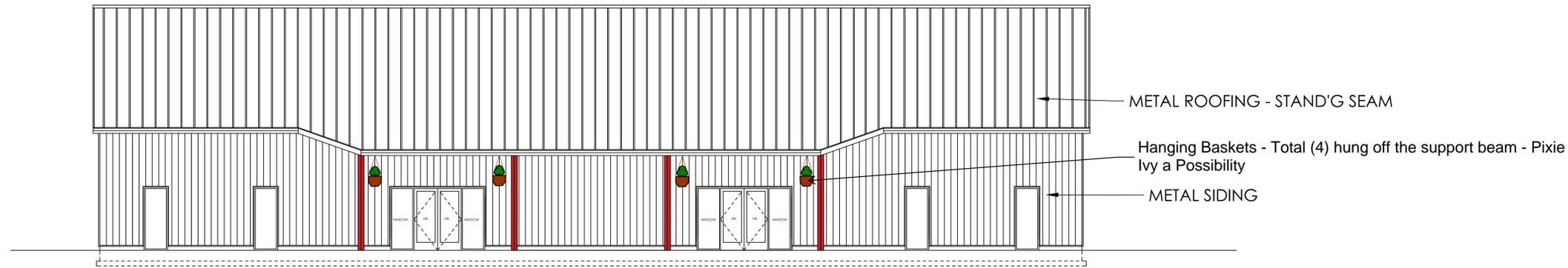
Sheet Title: SITE PLAN  
Date: 10-13-2016  
Drawn: CM

- Revision 1 10-13-2016
- Revision 2
- Revision 3
- Revision 4

project no.

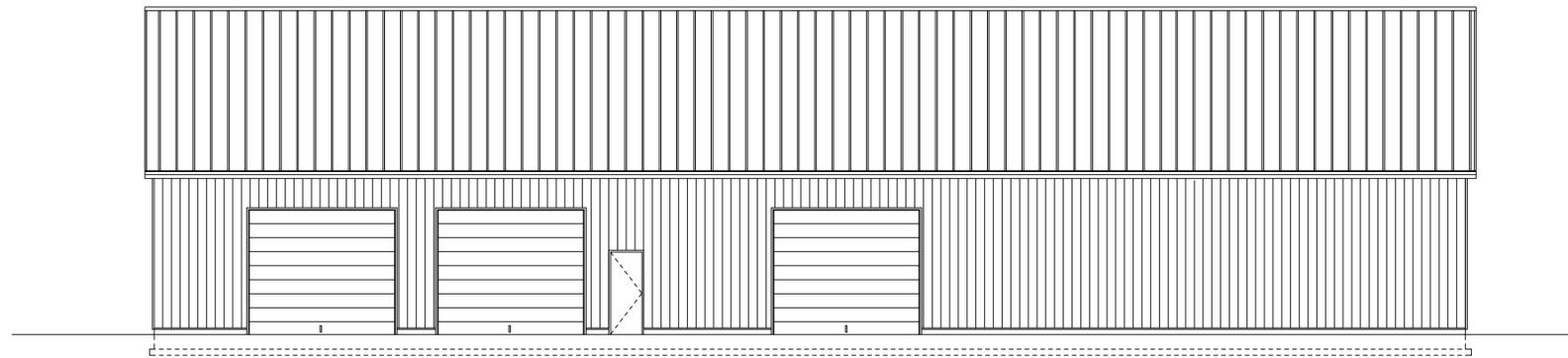
Sheet No.  
**A1.0**  
REVISION

# Exhibit 5



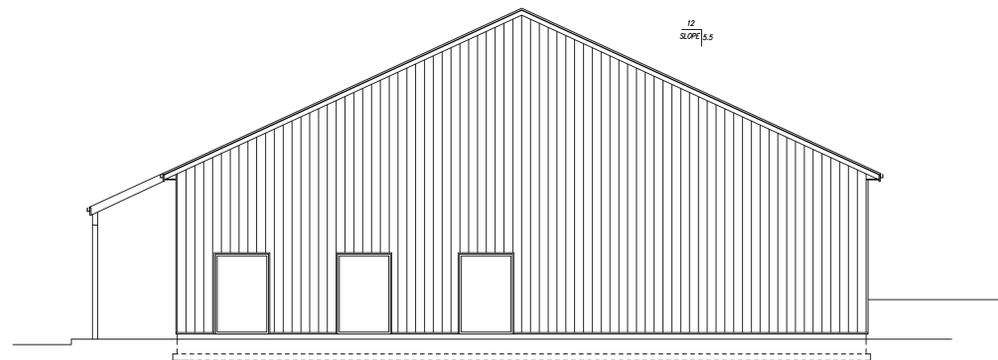
**WEST BUILDING  
SOUTH ELEVATION**

Scale: 1/8" = 1' - 0"



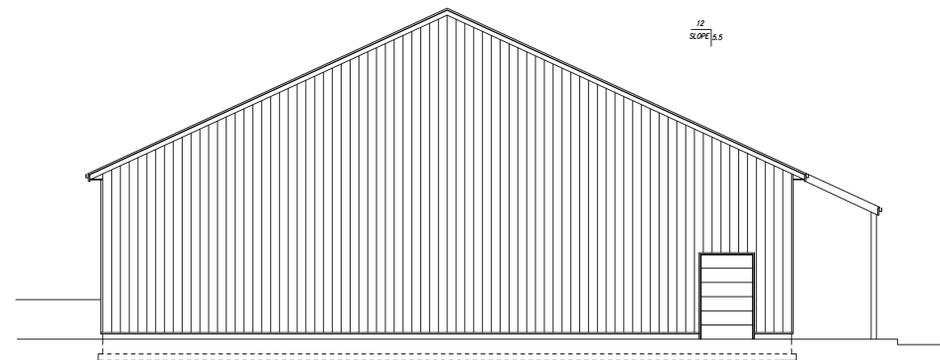
**WEST BUILDING  
NORTH ELEVATION**

Scale: 1/8" = 1' - 0"



**EAST BUILDING  
NORTH ELEVATION**

Scale: 1/8" = 1' - 0"



**WEST BUILDING  
NORTH ELEVATION**

Scale: 1/8" = 1' - 0"

Christine Mill Architect  
27202 SE 432nd St.  
Enumclaw, WA 98022  
phone: (360) 825-7100  
email: cmill@cmillarchitect.com

Project:  
GENESIS PROPERTIES LLC  
27971 SR 410  
BUCKLEY, WA

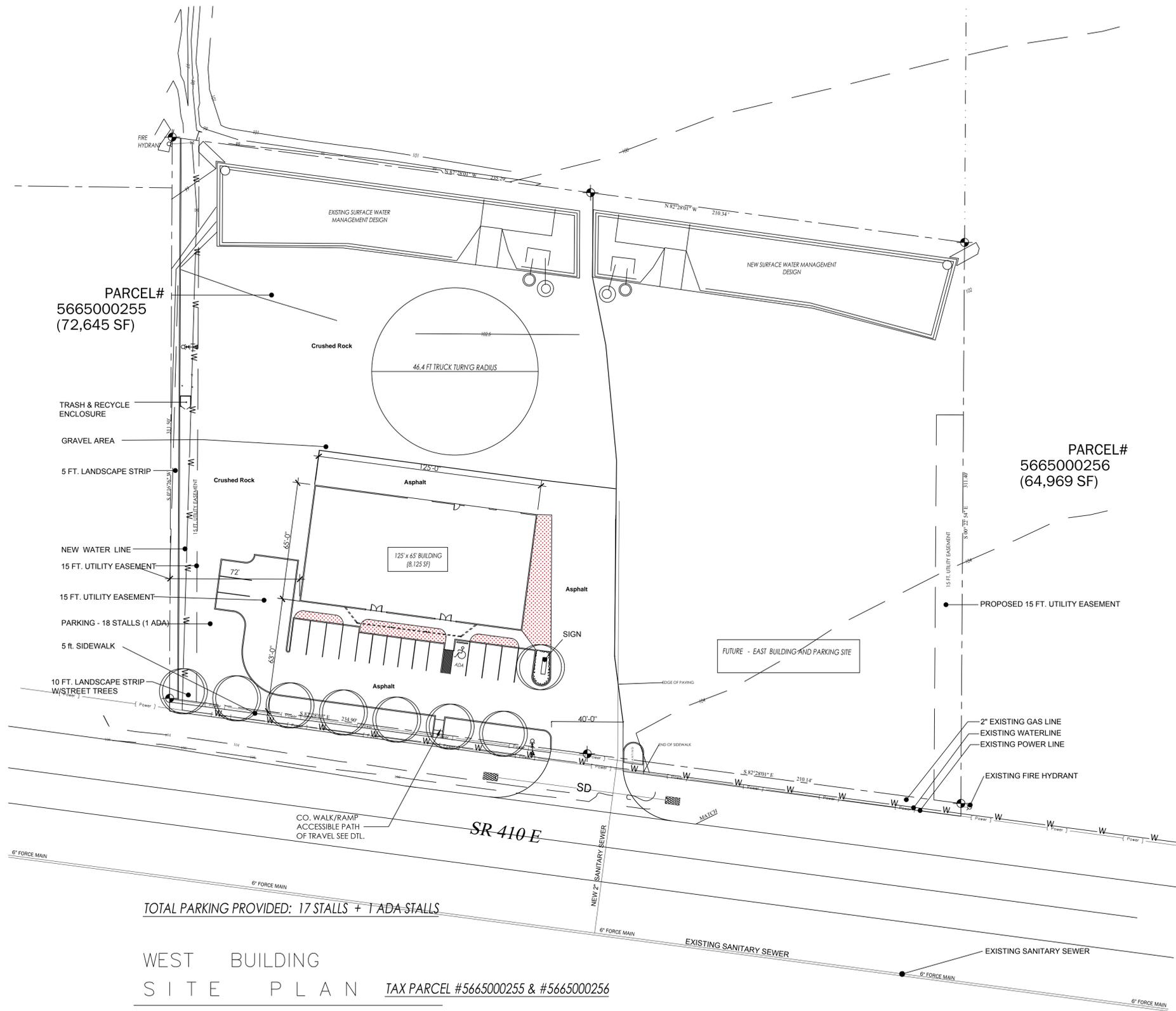
WEST BLDG ELEVATION  
Sheet Title:  
Date: 04-24-2019  
Drawn: CM

- Revision 1
- Revision 2
- Revision 3
- Revision 4

project no. \_\_\_\_\_

Sheet No.  
**RA6.0**

# Exhibit 6



WEST BUILDING  
SITE PLAN TAX PARCEL #5665000255 & #5665000256

Scale: 1" = 30'



Christine Mill Architect  
27202 SE 432nd St.  
Enumclaw, WA 98022  
phone: (360) 825-7100  
email: cmill@cmillarchitect.com

GENISIS PROPERTIES LLC  
27971 SR 410  
BUCKLEY, WA

Project:

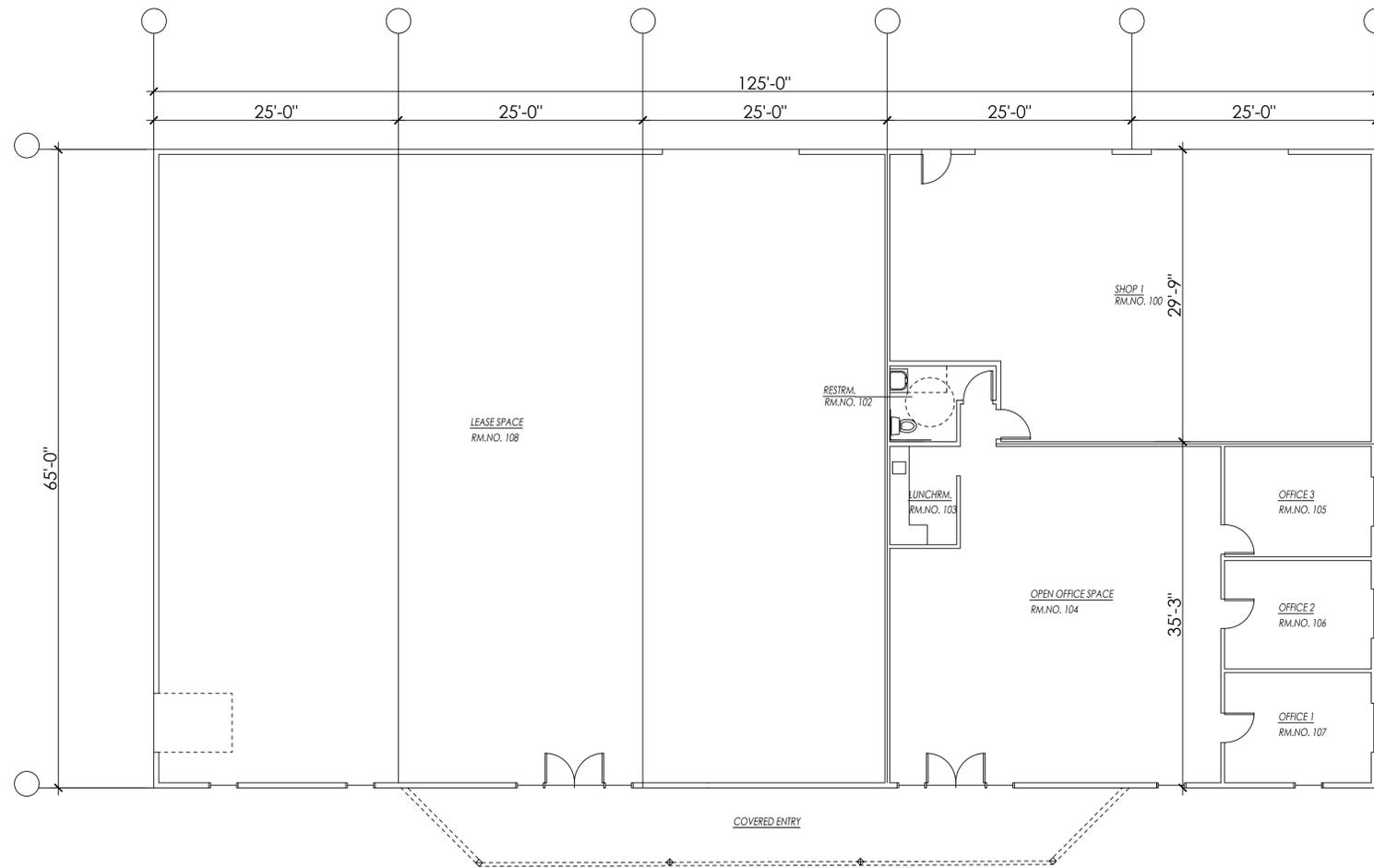
Sheet Title: SITE PLAN  
Date: 4-24-2019  
Drawn: CIM

- Revision 1
- Revision 2
- Revision 3
- Revision 4

project no. \_\_\_\_\_

Sheet No.

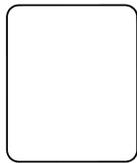
**A1.1**



SQ. FOOTAGE – 8,125 SF GROSS

WEST BUILDING  
MAIN FLOOR PLAN

Scale: 1/8" = 1' - 0"



Christine Mill Architect  
27202 SE 432nd St.  
Enumclaw, WA 98022  
phone: (360)825-7100  
email: cmill@cmillarchitect.com

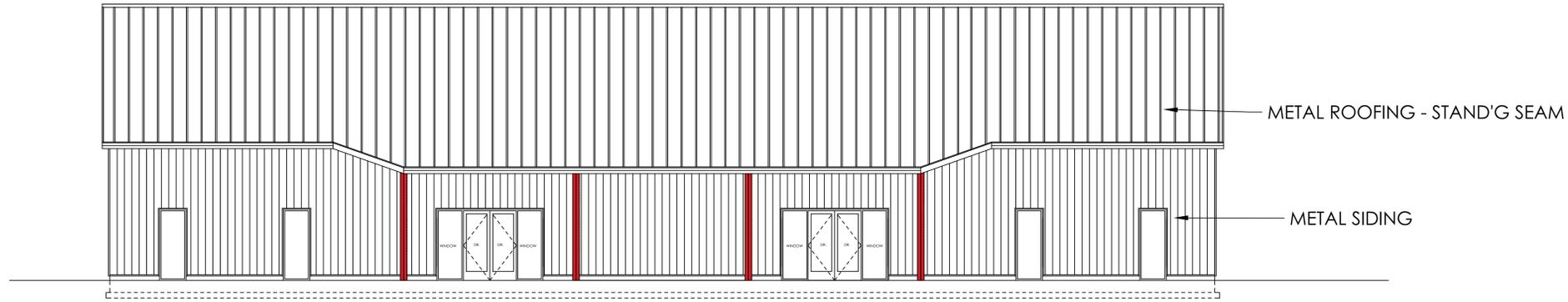
Project:  
**GENESIS PROPERTIES LLC**  
27971 SR 410  
BUCKLEY, WA

Sheet Title: FLOOR PLAN 1/8" = 1' - 0"  
Date: 03-16-2018  
Drawn: CIM

- Revision 1
- Revision 2
- Revision 3
- Revision 4

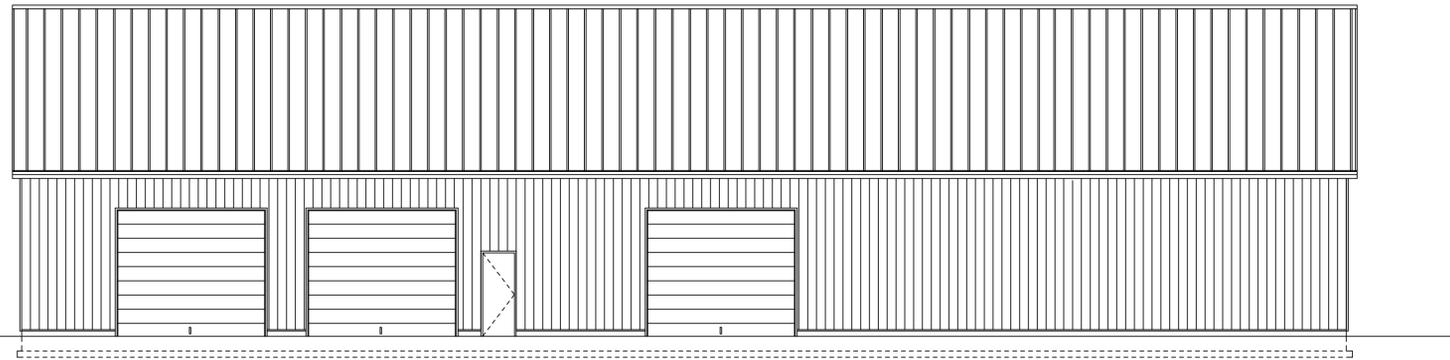
project no. \_\_\_\_\_

Sheet No.  
**RA3.0**



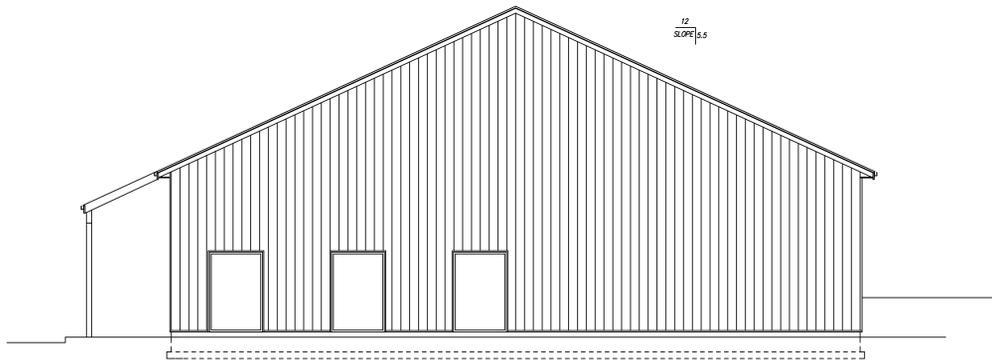
**WEST BUILDING  
SOUTH ELEVATION**

Scale: 1/8" = 1' - 0"



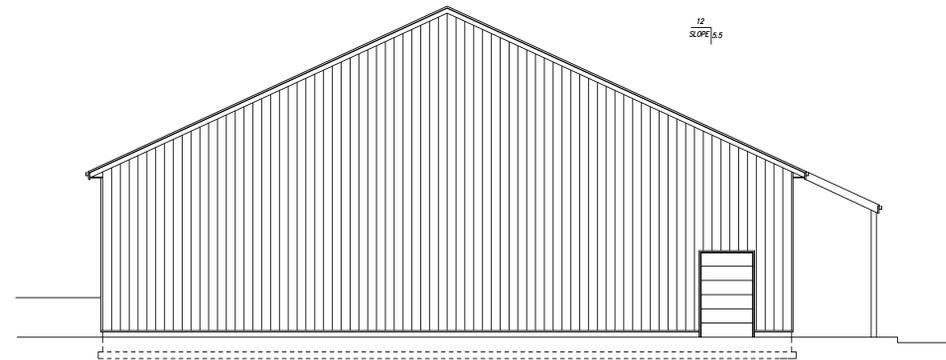
**WEST BUILDING  
NORTH ELEVATION**

Scale: 1/8" = 1' - 0"



**EAST BUILDING  
NORTH ELEVATION**

Scale: 1/8" = 1' - 0"



**WEST BUILDING  
NORTH ELEVATION**

Scale: 1/8" = 1' - 0"

Christine Mill Architect  
27202 SE 432nd St.  
Enumclaw, WA 98022  
phone: (360)825-7100  
email: cmill@cmillarchitect.com

GENESIS PROPERTIES LLC  
27971 SR 410  
BUCKLEY, WA

Project:

WEST BLDG ELEVATION  
Sheet Title:  
Date: 04-24-2019  
Drawn: CM

- Revision 1
- Revision 2
- Revision 3
- Revision 4

project no. \_\_\_\_\_

Sheet No.

**RA6.0**



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

**CITY OF BUCKLEY  
GENERAL USE APPLICATION**

- LAND DISTURBING PERMIT
- RIGHT-OF-WAY USE PERMIT
- CRITICAL AREAS PERMIT
- SIGN PERMIT
- DESIGN REVIEW Amendment

(Check all that apply)

**NO WORK OR ACTIVITY MAY BE STARTED WITHOUT APPROVAL AND ISSUANCE OF A PERMIT.**

1. Applicant/Property Owner: Genesis Properties Phone # (206) 793-7971  
 Address: 11711 252<sup>nd</sup> Ave. E Buckley WA 98321  
 E-Mail address: rob@wscontract.com

2. Contractor/Installer: W.S. Contractors LLC Phone # (253) 630-4500  
 Address: Po Box 2300 Buckley, WA 98321  
 E-Mail address: rob@wscontract.com  
 Contact Person: Rob Knutson Contractor Lic. # WSDONCL935 BP  
 E-Mail address: rob@wscontract.com

3. Project Location: 27971 SR 410 East  
Buckley, WA. 98321

4. Project Description/Activity: Building Company office to include  
Sube Tenant Rentals

5. **Provide site plan and project design specifications**  check

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

7. **\*If clearing, grading and/or filling:**

Estimate number of cubic yards: 500cy if over 500 cubic yards, attach SEPA checklist.  
 Regraded  Removed from site  Imported to site  Other

Maximum height of fill 48" Maximum depth of cut 48"

Square footage of area to be covered with impervious surface \_\_\_\_\_

**8. \* If sign and/or fence:**

Setback distance from property line \_\_\_\_\_ Proposed height of structure (sign or fence) \_\_\_\_\_

Application is for: Monument Sign  Wall Mounted Sign  Other

Note: Sign must be designed for 90 mph wind and seismic zone 3: Exposure B  Exposure C

**9. Describe and identify on site plan any streams, drainage course or wetlands known or suspected within 200 feet of the property:**

nlq  
\_\_\_\_\_  
\_\_\_\_\_

**10. 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:**

Noted on Plans  
\_\_\_\_\_  
\_\_\_\_\_

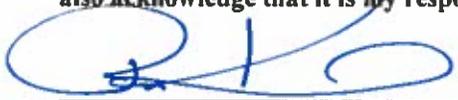
**11. GENERAL CONDITIONS: Applicant shall;**

- a. Comply with all applicable city ordinances, City design and construction standards, specifications, policies and administrative procedures.
- b. Agree to defend, indemnify and hold harmless the City of Buckley, its officers, employees and agents, from any and all suits, claims, causes of action or liabilities caused by or arising out of any activities conducted by the permittee resulting from issuance of the permit.
- c. Agree to maintain ingress and egress for vehicles and persons to abutting property at all times, unless written consent for an alternative plan is obtained from the City and impacted business or property owner.
- d. Agree to be responsible for providing adequate work zone safety controls for the protection of public pedestrians and vehicular traffic in and around the site.
- e. Agree to be responsible for restoration and clean-up of the street, sidewalk, curb and gutter and adjacent property to original or better condition immediately upon completion of the project.
- f. Agree to be responsible for providing a safe work environment for its employees according to OSHA and WISHA standards.
- g. Agree to be responsible for all site security during non-construction hours including providing adequate warning devices and barriers to hazardous conditions.
- h. Agree to be responsible for the protection of all foundations, buildings, fences, walls or other property likely to be damaged during the progress of the project, and agree to be responsible for the repair of any damaged items.
- i. Agree to be responsible for the security and protection of any unguarded machinery, equipment, materials or other device having the characteristic of an attractive nuisance likely to attract children and hazardous to their safety.
- j. Agree to be responsible for the location of all public and private utilities prior to any excavation work. **CALL FOR UTILITY LOCATES 1-800-424-5555 2 DAYS PRIOR TO DIGGING.**
- k. Agree to be responsible for protecting all public and private utilities from damage while excavation work is being done.
- l. Agree to be responsible for damage to private property due to damage to utilities, such as water pipes, sewer, gas pipe, electric conduit or other utility.
- m. Agree that he/she has read and understood the City's Stormwater Sedimentation and Erosion Control Guidelines and agrees to comply with the provisions as outlined.

- n. Agree to obtain all other required local, State and/or Federal permits or licenses associated with this work.
- o. Traffic controls, signs, road obstructions, barricades, and traffic control plans shall be in accordance with Part VI of the Manual on Uniform Traffic Control devices.
- p. Be aware the City may require a performance bond to conduct work within the public right-of-way.
- q. Failure to comply with these conditions may result in a posting of a **Stop Work Order**, which will remain in-place until the issue(s) resulting in the posting of a **Stop Work Order** are resolved to the satisfaction of the Public Works and/or Building Department.

**Note:** The total fee associated with this permit for which the applicant is responsible shall be the amount of the actual costs incurred by the city during the permit review process (see BMC 20.01.265).

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not provide authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction. I also acknowledge that it is my responsibility to maintain public streets free of dirt and debris.



SIGNATURE OF APPLICANT\*

30  
9/30/2019

DATE

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

**WORK AUTHORIZED BY THIS PERMIT MUST BE COMMENCED WITHIN 120 DAYS OF THE DATE OF ISSUANCE OR APPROVAL. THIS PERMIT EXPIRES 18 MONTHS AFTER ISSUANCE.**

**Agency Use Only:**

**SPECIAL CONDITIONS:** \_\_\_\_\_

---

Payment of permit fee of \$ \_\_\_\_\_ Receipt # \_\_\_\_\_

|                             |      |                        |
|-----------------------------|------|------------------------|
| City Administrator          | Date |                        |
| Public Works Superintendent | Date |                        |
| City Planner                | Date |                        |
| City Building Official      | Date | Permit Expiration Date |

**This permit is issued in conjunction with one or more of the following:**

Valid building permit     
  Utility extension     
  Property access road  
 Conditional use permit     
  Approved short plat     
  SEPA approval  
 Approved street, water, storm and sanitary sewer construction drawings for a preliminary plat or site plan;



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

| ITEM INFORMATION   |                                   |   |          |
|--|-----------------------------------|---|----------|
| <b>SUBJECT:</b>  |                                   | <b>Agenda Date: January 14, 2020 AB20-009</b> |          |
| <b>Declaring City Council Seat<br/>Vacancy and Approval of<br/>Advertisement</b>   | Department/Committee/Individual   | Created                                       | Reviewed |
|  | Mayor Pat Johnson                 |   | X        |
|  | City Administrator – Dave Schmidt |   | X        |
|  | City Attorney – Phil Olbrechts    |   | X        |
|  | City Engineer – Dominic Miller    |   |          |
|  | City Clerk – 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        |   |          |
| <b>Attachments:</b> City Policy and Advertisement  |                                   |   |          |
| <p><b>SUMMARY STATEMENT:</b> Due to Council member S. Burkett’s resignation, the City Council needs to declare her seat as vacant per RCW 42.12 and the City’s adopted Policy on Filling Declared Vacant Council Positions.</p> <p>Per the adopted policy, staff has prepared a draft advertisement for the vacant position for Council to review. In preparing the ad, staff used standard language from the adopted policy, previous advertisements, and State law requirements.</p> |                                   |   |          |
| <b>COMMITTEE REVIEW AND RECOMMENDATION:</b> None   |                                   |   |          |
| <b>RECOMMENDED ACTION:</b> <b>MOVE to Declare Council Position #7 as Vacant and Direct City Staff to begin the Council member Appointment Process per the Adopted Policy.</b>  |                                   |   |          |
| RECORD OF COUNCIL ACTION   |                                   |   |          |
| <i>Meeting Date</i>  | <i>Action</i>                     | <i>Vote</i>                                   |          |
|  |                                   |   |          |
|  |                                   |   |          |
|  |                                   |   |          |
|  |                                   |   |          |

**CITY OF BUCKLEY, WASHINGTON**

**RESOLUTION NO. 14-07**

**A RESOLUTION OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON ESTABLISHING COUNCIL POLICIES AND PROCEDURES FOR FILLING A COUNCIL POSITION THAT HAS BEEN DECLARED VACANT.**

**WHEREAS**, on March 24, 2009 the City Council adopted Resolution 09-06 that established policies and procedures for filling a City Council position that had been declared vacant.

**WHEREAS**, the City Council establish these policies and procedures subject to statute under RCW 35A.12.050 and 42.12.070; and

**WHEREAS**, these statutes provide only general rules for the appointment of someone to fill a vacant position; and

**WHEREAS**, the City Council has filled a number of vacant seats utilizing the process outlined in Resolution 09-06 since adoption and have identified needed changes to the procedures to make the process more efficient; and

**WHEREAS**, the City Council has expressed a desire to modify the policies and procedures to reflect these changes,

**NOW THEREFORE BE IT RESOLVED** the City Council of the City of Buckley hereby adopts the Policy entitled "City Policy on Filling Declared Vacant Council Positions" as amended and attached hereto as Exhibit A.

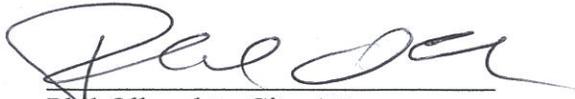
Introduced, passed and approved this 10<sup>th</sup> day of June, 2014.

  
Pat Johnson, Mayor

ATTEST:

  
Joanne Starr, City Clerk

**APPROVED AS TO FORM:**



Phil Olbrechts, City Attorney

**Posted:** June 12, 2014

## Exhibit A

### **City Policy on Filling Declared Vacant Council Positions**

#### **1.0 Purpose**

The purpose of this policy is to provide guidance to the City Council when a Buckley Councilmember position becomes vacant before the expiration of the official's elected term of office. Pursuant to state law, a vacancy shall be filled only to serve the remainder of the unexpired term until the next regular municipal election.

#### **2.0 References**

RCW 42.30.110(h) - Executive Session Allowed to consider qualifications of a Candidate for Appointment to Elective Office.

RCW 42.30.060 - Prohibition on Secret Ballots.

RCW 42.12 - Vacant Position

RCW 35A. 12.030 - Eligibility to Hold Elective Office

RCW 35A. 12.050 - Vacancies

#### **3.0 Appointment Process**

A Council position shall be officially declared vacant upon the occurrence of any of the causes of vacancy set forth in RCW 35A.12.050, 35A.12.060 or 42.12.010, including resignation, recall, forfeiture, written intent to resign, or death of a Councilmember. The Councilmember who is vacating his or her position cannot participate in the appointment process. If a Councilmember does not submit a written resignation due to the vacancy, the Council shall consult with legal counsel to determine whether to declare the seat vacant or to first acquire a court order validating the vacancy.

City Council shall direct staff to begin the Councilmember appointment process and establish an interview and appointment schedule so that the position is filled at the earliest opportunity.

City staff shall prepare and submit a display advertisement to the *Enumclaw Courier Herald* and City posting sites, which announces the vacancy consistent with the requirements necessary to hold public office as set forth in RCW 35A.12.030. This display advertisement shall be published once each week for two consecutive weeks. This display advertisement shall contain other information, including but not limited to time to be served in the vacant position, election information, salary information, brief summary of Councilmember powers and duties, the deadline date and time for submitting

applications, interview and appointment schedules (if known), and such other information that the City Council deems appropriate.

City staff shall prepare an application form which requests appropriate information for City Council consideration of the applicants. Applications will be available at City of Buckley offices and such other locations that the City Council deems appropriate. Copies of the display advertisement will be provided to current members of City of Buckley commissions, committees, task forces and other City-sponsored citizen groups.

Applications received by the deadline date and time will be copied and circulated by the City staff to the Mayor and City Council. Packets may also contain additional information received such as endorsements, letters of reference and other pertinent materials.

The City staff shall notify applicants of the location, date and time of City Council interviews.

Prior to the date and time of the interview meeting, the Mayor shall accept one interview question from each Councilmember. The Council may also specify, by majority vote or consensus in a regular or special meeting, which applicants qualify for an interview. The decision as to which applicants to interview will be based on the information contained in the application forms.

The Mayor shall invite all applicants to interview if the Council fails to provide contrary direction six or more calendar days prior to the interview meeting date.

#### **4.0 Interview Meeting**

The interview meeting for consideration of applicants/candidates shall take place either at a regular meeting or at a special meeting of the City Council scheduled at least 30 days from the closing date of application submittal.

Each interview of an applicant/candidate shall be no more than 30 minutes in length as follows:

- The applicant shall present his or her credentials to the City Council (10 minutes).
- The City Council shall ask the predetermined set of questions, which must be responded to by the applicant. Each applicant will be asked and will answer the same set of questions and will have two (2) minutes to answer each question (14 minutes)
- An informal question and answer period in which Councilmembers may ask and receive answers to miscellaneous questions (10 minutes).

The applicant's order of appearance will be determined by a random lot drawing performed by the City Clerk.

The Council may reduce the 30-minute interview time if the number of applicants exceeds six candidates. Vacancies in the City Council shall be filled by a majority vote of

the remaining members of the City Council, but such appointee shall hold office only until the next regular general election, at which time a person shall be elected to serve for the remainder of the unexpired term.

## **5.0 Voting**

Upon completion of the interviews, Councilmembers may convene into Executive Session to discuss the qualifications of the applicants. Qualifications of the applicants shall only be discussed in Executive Session; however, all interviews, nominations and votes taken by the Council shall be in open public session.

Final action appointing a candidate to elective office shall be taken in the open public session.

### Voting Process:

- Voting shall proceed for all candidates in the same order as their Council interview.
- If there is only one candidate then each Council member shall have one vote which they can cast. If there are more than two candidates then each Council member shall have a total of one less vote than the total number of candidates being considered for each round of voting.
- During the voting round Council members may cast one of his/her votes per candidate of their choice until they have expired all of their votes. Voting shall be via affirmative vote only. (WHO votes for “X”, who prefers “Y” - not yeas and nays for one and then the other).
- If there are more than two candidates then the candidate that receives the lowest number of votes in the 1<sup>st</sup> round shall be eliminated and not be allowed to continue to the next round of voting. Candidates receiving the highest number of votes will advance to the next round of voting where the process is repeated until only two “finalists” remain.
- Once the voting has narrowed the candidate pool to two finalists, Council members shall have one vote each to cast for the finalist of their choice. If the vote results in a tie the Mayor shall be allowed to vote to break the tie as authorized by RCW 35A.12.100.
- The candidate receiving a majority of votes (from a quorum of the Council), including that of the Mayor in case of a tie, shall be declared the “winner” and the Mayor shall declare the nominee appointed.

Nothing in this policy shall prevent the City Council from reconvening into Executive Session to further discuss the applicant/candidate qualifications.

The new Councilmember shall be sworn into office by the Mayor or City Clerk at the earliest opportunity, or no later than the next regularly scheduled City Council Meeting.

## D. CONSENT AGENDA

**City Council  
November 12, 2019**

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

Upon roll call the following members were present: Bender, Smith, Wilbanks, B. Burkett, Tremblay, S. Burkett and Leggett. Also in attendance were City Administrator Schmidt, Assistant Police Chief Northam, Finance Director Groshong and Fire Chief Predmore

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

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

**CITIZEN PARTICIPATION**

**Tanner Holmes -25333 154<sup>th</sup> St. Ct. E Buckley, WA 98321**

Tanner Holmes with the Eagle Scouts stated that he spoke with Chris and the two locations that were suggested were for outside the Multipurpose Center and the Museum. The Lending Library will be installed and repaired through the Scouts.

**STAFF REPORTS**

Fire Chief Predmore stated that the new fire engine was put into service last Friday and the scheduling of ceremony will be within the next couple of weeks.

City Administrator Schmidt stated that the focus has been on the Budget. Last Friday there was an issue at the Waste Water Treatment Plant that was discovered quickly and the staff was able to get it under control quickly.

**MAIN AGENDA**

**Public Hearing: 2020 Property Tax and 2020 EMS Levy:**

**Mayor Johnson recessed the City Council meeting at 7:10 PM and entered the Public Hearing.**

None.

**Mayor Johnson closed the Public Hearing and reconvened the City Council meeting at 7:12 PM.**

**Public Hearing: 2020 Proposed Budget:**

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

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

Marvin Sundstrom addressed his concern related to the Council Budget as well as concerns with the current budget pertaining to employee cost, closing of the jail and dispatch, the sale of the Gas department and would like everyone to take a look at these topics within this budget.

**Mayor Johnson closed the Public Hearing and reconvened the City Council meeting at 7:17 PM**

**Public Hearing: Vacation of Portions of SR165, Ryan Rd. & S. River Right-of-Way:**

**Mayor Johnson recessed the City Council meeting at 7:17 PM and entered the Public Hearing.**

**Marvin Sundstrom 811 Sheets Rd. Buckley, WA 98321**

Marvin stated he was under the impression that the Council would like to discuss this in a Study Session and this wouldn't be something that would be discussed or taken up until next year.

**Mayor Johnson closed the Public Hearing and reconvened the City Council meeting at 7:23 PM**

**ORD No. 21-19: 2020 Property Tax Levy Certification:**

**Council member Smith moved to approve ORD No. 21-19 adopting the 2020 Property Tax Levy. Council member Leggett seconded the motion. Motion carried 7/0.**

**ORD No. 22-19: 2020 EMS Levy Certification:**

**Council member B. Burkett moved to approve ORD No. 22-19 adopting 2020 EMS Tax Levy. Council member Leggett seconded the motion. Motion carried 7/0.**

**ORD No. 23-19: Updates to the City's Shoreline Master Program:**

**Council member B. Burkett moved to approve ORD No. 23-19 revising the Shoreline Master Program appendix B, leaving appendix A & C unchanged and approval of amended chapter 19.42 of the Buckley Municipal Code. Council member Smith seconded the motion. Motion carried 7/0.**

**Bigfoot Java Design Review:**

**Council member B. Burkett moved to approve the design review for Bigfoot Java. Council member Leggett seconded the motion. Motion carried.**

**Supplement 1 for Design Phase of Cedar Street Improvements:**

**Council member Smith moved to approve Supplement 1 for Design phase 1 of Cedar Street Improvements. Council member Leggett seconded the motion. Motion carried.**

**Engineering Services Proposal for Water Treatment Plant Sand Replacement:**

**Council member Smith moved to approve the Engineering Proposal for Water Treatment Plant Sand Replacement. Council member Leggett seconded the motion. Motion carried.**

**CONSENT AGENDA**

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

Approve Minutes of October 22, 2019 City Council Meeting.  
Approve Minutes of October 29, 2019 City Council Study Session  
Approve Minutes of November 5, 2019 City Council Study Session

**COMMITTEE REPORTS**

**Mayor's Report:** Mayor Johnson stated just busy with the Budget.

**Administration, Finance & Public Safety:**

Council member Tremblay stated they discussed the Budget and the State Auditor is working on the Audit, there will be five areas that will be audited. Also, Administration, Finance and Public Safety will not meet on December 24<sup>th</sup>.

**Transportation & Utilities:**

Council member B. Burkett stated they will have a meeting November 19<sup>th</sup>.

**Community Services:**

Council member S. Burkett stated they approve the wall graphic design for Brazen Hearts. Next meeting will be December 19<sup>th</sup>.

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

None.

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

**With nothing further the meeting was adjourned at 7:43 PM.**

---

Mayor

---

City Administrator

**City Council**  
**November 26, 2019**

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

Upon roll call the following members were present: Smith, Leggett, B. Burkett, Wilbanks, Tremblay, and S. Burkett.

Also present were: Mayor Johnson, City Administrator Schmidt, Finance Director Groshong, Police Chief Arsanto, Asst. Police Chief Northam, City Planner

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

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

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

**CITIZEN PARTICIPATION**

**Jeff Fetter – 361 N Fulton, Buckley, WA**

Mr. Fetter stated that the Buckley Log Show applied to trademark the term “Buckley Log Show” and it was denied due to the use of “Buckley” in the name. They were advised to request and receive permission from the City of Buckley to use “Buckley.” Mayor Johnson and the Council had no problem with this and stated they would have a letter written to that effect.

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

Mr. Sundstrom shared a notice from MRSC regarding when new Council members can and should be sworn in.

**STAFF REPORTS**

City Planner Wallgren shared that the Council would be reviewing the Use Table at the December 3, 2019, Study Session.

Police Chief Arsanto shared that we have hired our 11<sup>th</sup> officer effective January 1, 2020, with a graduation date scheduled for May.

Fire Chief Predmore stated that the “push in” for the new fire truck will be tomorrow night at 6:30. Asst. Chief Skogen briefed the Admin/Finance/Public Safety committee on some repairs needing to be done to the medic one unit. The City will not be responsible for the cost of the repairs.

City Administrator Schmidt stated that the audit entrance conference was today. The Spiketon culvert project easements expire on January 31<sup>st</sup> so we are trying to get those extended through September. The Comprehensive Sewer Plan will be coming forward to Council at the December 10<sup>th</sup> meeting.

## **MAIN AGENDA**

### **Public Hearing: Comprehensive Plan Amendments**

**Mayor Johnson recessed the City Council meeting and entered the Public Hearing at 7:15 PM.**

**Mayor Johnson closed the Public Hearing and reconvened the City Council meeting at 7:17 PM.**

### **ORD No. 24-19: Adopting Final 2020 Budget**

**Council member Tremblay moved to Approve ORD No. 24-19, Adopting the 2020 City Operating Budget. Council member Leggett seconded the motion. Upon roll call vote motion carried 6/0.**

### **ORD No. 25-19: Adopting the 2020 City Employee Salary Scale**

**Council member Smith moved to Approve ORD No. 25-19, Adopting the 2020 City Employee Salary Scale. Council member Leggett seconded the motion. Upon roll call vote motion carried 5/0**

### **ORD No. 26-19: Setting the 2020 Levy Amount Required for the 2010 Unlimited General Obligation Bonds Used for Fire Station Construction**

**Council member Smith moved to Approve ORD No. 26-19, Setting the 2020 Levy Amount Required for the Voter Approved 2010 Unlimited General Obligation Bonds for Fire Station Construction and Financing. Council member Leggett seconded the motion. Upon roll call vote motion carried 5/0.**

### **ORD No. 27-19: Authorizing the Transfer of Natural Gas Utility Surplus Funds**

**Council member Tremblay moved to Approve ORD No. 27-19, Authorizing the Transfer of Natural Gas Utility Surplus Funds . Council member Smith seconded the motion. Upon roll call vote motion carried 6/0.**

### **ORD No. 28-19: Adopting the Findings and Conclusions of the Hearing Examiner's Recommendation for the Cnossen Rezone**

**Council member Tremblay moved to Approve ORD No. 28-19, Adopting the Findings and Conclusions of the Hearing Examiner's Recommendation for the Cnossen Rezone and Directing Staff to Update the Zoning Map to Reflect the Rezone. Council member Smith seconded the motion. Upon roll call vote motion carried**

**Cancellation of December 24, 2019, Council Meeting**

Council member Smith moved to Cancel the 2<sup>nd</sup> Council Meeting in December. Council member B. Burkett seconded the motion. Motion carried.

**Executive Session: DSHS/City Lease & Councilmember Conflict of Interest**

Council retreated into Executive Session at 7:26 PM for approximately 20 minutes to discuss the Potential Litigation pursuant to the DSHS/City Lease and Councilmember Conflict of Interest and City Contracts. At 7:46 PM, Mayor Johnson requested 5 more minutes. At 7:51 PM, Mayor Johnson requested 2 more minutes.

Council returned from Executive Session and reconvened the City Council meeting at 7:54 PM.

**CONSENT AGENDA**

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

Claim check numbers 60609 through 60679 in the amount of \$525,382.70 for the period of October 23, 2019, through November 12, 2019 are hereby approved and ordered paid this 26<sup>th</sup> day of November 2019.

**COMMITTEE REPORTS**

**Mayor's Report:**

Mayor Johnson stated that they had a wonderful two hour meeting with Congresswoman Schrier and the Health Department regarding mental health in teenagers.

**Administration, Finance & Public Safety:**

Council member Tremblay stated that the Committee met this morning and had the Audit Entrance Conference and the main focus this year will be the court, contracts, and payroll. The Tacoma Pierce County Chamber is hosting a meeting on December 9<sup>th</sup> at the Tacoma Art Museum.

**Transportation & Utilities:**

Council member B. Burkett stated that the Committee met on November 19<sup>th</sup> and reviewed upcoming agenda items. They have cancelled their December meeting.

**Community Services:**

Council member S. Burkett stated that they have cancelled their meeting scheduled for December 19<sup>th</sup> and will be meeting on December 12<sup>th</sup> instead.

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

Council member Smith wanted to give kudos to the City staff for getting downtown looking so festive.

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

**With nothing further the meeting was adjourned at 8:00 PM.**

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Mayor

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City Administrator

**City Council  
December 10, 2019**

Mayor Johnson called the regularly scheduled meeting to order at 7:01 PM.

Upon roll call the following members were present: Bender, Smith, Leggett, B. Burkett, Wilbanks, Tremblay, and S. Burkett. Also present were City Administrator Schmidt, Asst. Police Chief Northam, Police Chief Arsanto, Associate Planner Evans, Public Works Director Banks, Engineer Miller, and City Clerk Percival.

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

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

**CITIZEN PARTICIPATION**

**Trip Hart**

Mr. Hart shared that he is part of the Rural Development Initiative that is working with the White River First Families Coalition. They are learning how to work as a group and were asked to develop a project on the plateau. They have decided to develop a community garden.

**STAFF REPORTS**

None.

**MAIN AGENDA**

**ORD No. 29-19: Amending the 2019 Budget**

**Council member Wilbanks moved to Approve ORD No. 29-19, Amending the 2019 Budget. Council member Smith seconded the motion. Upon roll call vote, motion carried 7/0.**

**ORD No. 30-19: Possession of Dangerous Dogs**

**Council member Smith moved to Approve ORD No. 30-19, Amending Section 9.10.260 of the BMC relating to possession of dangerous dogs. Council member B. Burkett seconded the motion. Upon roll call vote, motion carried 7/0.**

**ORD No. 31-19: Adopting New 2017 Comprehensive Sewer System**

**Council member S. Burkett moved to Approve ORD No. 31-19, Adopting the 2017 City of Buckley Comprehensive Sewer Plan. Council member Bender seconded the motion. Upon roll call vote, motion carried 7/0.**

**ORD No. 32-19: Amending Comprehensive Plan – Elements 7 and 8**

Council member Smith moved to Approve ORD No. 32-19, Adopting City Comprehensive Plan Elements 7 (Utilities) and 8 (Capital Facilities). Council member S. Burkett seconded the motion. Upon roll call vote, motion carried 7/0.

**ORD No. 33-19: Amending BMC 3.50.050 – WRSD Impact Fee**

Council member Tremblay moved to Approve ORD No. 33-19, Amending Section 3.50.010 and 3.50.050 of the BMC Related to Adopting an Impact Fee for White River School District to Correspond with the Capital Facilities Plan and Request from the School District. Council member Smith seconded the motion. Upon roll call vote motion carried 5/1.

**ORD No. 34-19: Amending BMC 19.20.130 Zoning Code Permitted Use Table**

Council member Wilbanks moved to Approve ORD No. 34-19, Title 19 Zoning Use Table Update. Council member B. Burkett seconded the motion. Upon roll call vote motion carried 7/0.

**Agreement – TIB Grant Funding – River Avenue, Jefferson to Main St.**

Council member Tremblay moved to Approve the TIB Grant Funding Agreement for River Avenue, Jefferson Ave. to Main St. Council member B. Burkett seconded the motion. Motion carried.

**Engineering Services Proposal – Water Reuse Plan**

Council member Tremblay moved to Approve the Engineering Services Proposal for Wastewater Water Reuse Plan. Council member Smith seconded the motion. Motion carried.

**Interlocal Agreement Between WRSD and the City Regarding Impact Fees**

Council member Tremblay moved to Approve the Interlocal Agreement between White River School District and the City regarding Impact Fees. Council member Leggett seconded the motion. Motion carried.

**Bid Award: Police Station Roof**

Council member Smith moved to Award the Police Station Roof Repair to Coast Exteriors, Inc. Council member B. Burkett seconded the motion. Motion carried.

**Separation Agreement – Chief of Police**

Council member Tremblay moved to Approve the Early Separation Agreement Between the City and Chief Jim Arsanto for Early Retirement, Severance Pay and Other Benefits. Council member Smith seconded the motion. Motion carried.

**Agreement – City Administrator Consultant Support Services**

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

**Right-of-Way Dispute and Settlement with Pierce County over Division Street ROW**  
Council member Tremblay moved to Accept Quiet Title by Quit Claim Deed for the undeveloped, unopened Pierce County Division Street right-of-Way from 611 Division Street to the southern City limits and a contribution of \$100,000 from the County to the City for future roadway improvements and authorize the Mayor to approve, sign and execute any documents associated with the transfer and the County will allow delegation and permitting authority for the road and associated utilities to the City. Council member Wilbanks seconded the motion. Motion carried.

**Spiketon Culvert Replacement – Change Order #4**

Council member Smith moved to Approve Change Order #4 for the Spiketon Culvert Replacement Project. Council member Leggett seconded the motion. Motion carried.

**CONSENT AGENDA**

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

Approve Minutes of December 3, 2019, City Council Study Session.

Claim check numbers 60680 through 60729 in the amount of \$477,421.46 for the period November 13, 2019, to November 26, 2019; Payroll check numbers 38153 through 38190 in the amount of \$79,340.39 and ACH payroll in the amount of \$352,073.21 for the month of November 2019; and Treasurer check numbers 12210 through 12221 in the amount of \$4,247.02 and EFT payments in the amount of \$16,144.91 are hereby approved and ordered paid this 10<sup>th</sup> day of December 2019.

**COMMITTEE REPORTS**

**Mayor's Report:**

Mayor Johnson shared that this is a very busy time of year for her with activities and year end meetings. She attended the Carbon River Forum in Wilkeson today. She will also be attending an AWC Board meeting on Thursday. She wanted to reiterate the importance of Council members getting involved and attending other local meetings.

**Administration, Finance & Public Safety:**

Council member Tremblay stated that they had their final meeting today as the December 24<sup>th</sup> meeting was cancelled. He stated that it has been a pleasure to serve on the Council and he is looking forward to just being a community member for a while.

**Transportation & Utilities:**

Council member B. Burkett stated that they have cancelled their December 17<sup>th</sup> meeting. He also shared that it was a pleasure serving on this Committee.

**Community Services:**

Council member S. Burkett shared that Community Services final meeting of the year will be on December 12<sup>th</sup> at 1:00 PM at City Hall.

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

Council member Leggett thanked the Council and staff and stated what a pleasure it has been to work with such professional people.

Mayor Johnson distributed plaques to those Council members that this was their last meeting.

Council member S. Burkett stated that she has accepted a position with the City of Buckley Police department and will be stepping down from the Council on December 14<sup>th</sup>.

Mayor Johnson administered the Oath of Office to new Council member Marvin Sundstrom who will take office January 1, 2020.

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

**With nothing further the meeting was adjourned at 8:10 PM.**

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Mayor

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City Administrator

## E. COMMITTEE REPORTS