



BUCKLEY CITY COUNCIL MEETING AGENDA

August 13, 2019

Multi-Purpose Center, 811 Main Street

City Council Meeting

Opening 7:00 P.M.

Call to Order
Pledge of Allegiance
Roll Call of Council Members

Next Ordinance #19-19
Next Resolution #19-05
Next Agenda Bill #AB19-075

A. Citizen Participation

1. Rose Leggett – Vacant Neighbor House Pg. 7

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. **Public Hearing;; 2020-2025 Six Year Transportation Improvement Plan (STIP)** Pg. ;
2. ORD No. 13-19 Amended Title 20 Pg. 33
3. RES No. 19-___ Adopting the 2020-2025 STIP Pg. 63
4. RES No. 19-___ Amending Personnel and Policy Manual (20th Revision) Pg. 67
5. Agreement 2020-2022 Police Guild Contract Pg. 6:
6. GPA Valuation – Right-of-Way Proposal Pg. 35;
7. Employment Agreement – Finance Director Pg. 363
8. Finance Director Consultant Support Services Agreement Pg. 369
9. Bid Award – PW Shop and Police Parking Lots Pg. 377
10. Construction Management Services Proposal – Spiketon Ditch Culvert Replacement Project Pg. 388
11. Lease Agreement – City of Buckley and Turna Three, LLC Pg. 395

D. Consent Agenda

12. A. Approve Minutes of July 23, 2019, City Council Meeting Pg. 3; 3
Approve Minutes of August 6, 2019, City Council Study Session Pg. 3; 6
B. Transfer Voucher Pg. 3; 7

E. Committee Reports

- | | |
|---|------------|
| 13. Mayor's Report | Johnson |
| 14. Administration, Finance & Public Safety | Tremblay |
| 15. Transportation & Utilities | B. Burkett |
| 16. Community Services | S. Burkett |
| 17. Council Member Comments & Good of the Order | |

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



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

CITY OF BUCKLEY MEETING LIST

August 2019

August 12	10:30 AM	Buckley Hall Board (City Hall)
August 13	9:30 AM	Admin, Finance, & PS (City Hall)
August 13	7:00 PM	City Council
August 15	1:00 PM	Community Services (City Hall)
August 19	7:00 PM	Planning Commission
August 20	7:00 PM	Transportation & Utilities (City Shop)
August 27	9:30 AM	Admin, Finance, & PS (City Hall)
August 27	7:00 PM	City Council

The above meetings will be held in the Multi-Purpose Center located at 811 Main Street unless otherwise noted.
Last Revised August 6, 2019

August 2019



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

A. CITIZEN PARTICIPATION



RECEIVED

AUG - 7 2019

City of Buckley
Office of Administration -- Mayor Patricia Johnson

Citizen Participation Form

City Council Meeting Date: 8/13/19

Name: Rose Leggett **Organization:** _____

Phone: 360 829 0447 **Email:** jrleggett@skynetbb.com

Address: 425 Rosewood Drive **City:** Buckley

I WISH TO SPEAK ON THE FOLLOWING SUBJECT(S):

Neighbor Vacant House - 405 Rosewood Drive - Vacant since
March 2019, Grass/Weeds higher than a meter stick (39
inches or more) as shown in attached pictures.
4 Adjacent Houses in jeopardy of fire danger and or
animal/rodent problems. There must be city ordinances about lawn care.

** See Attached Pictures.*

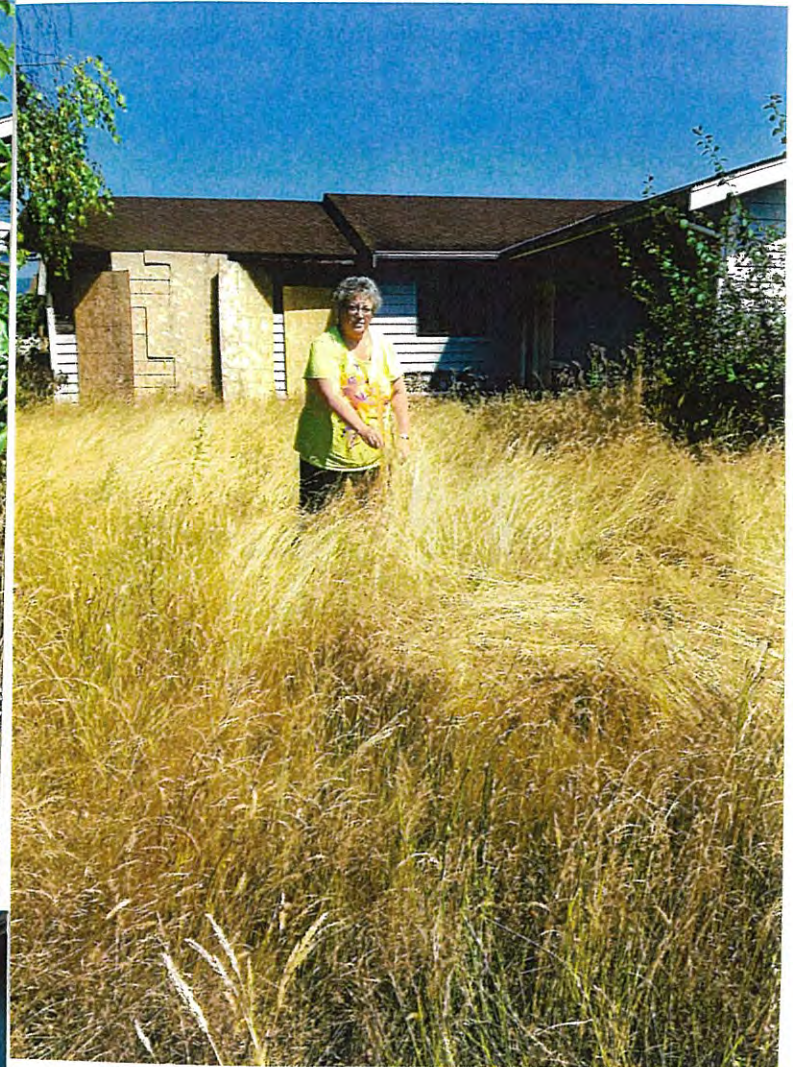
PLEASE NOTE:

This form must be submitted to City Hall (933 Main Street), Attn: City Clerk,
by 5:00 PM on the Wednesday prior to the Council meeting you wish to attend.

Please include with your form **16 copies** of any written information you wish to
have distributed at the Council meeting. You may wish to have additional
copies available for the public audience.

As Council agendas are very full, you are asked to limit your talk/presentation
to three (3) minutes.

Last Update: September 9, 2014



405 Rosewood Drive
Buckley

Vacant House - Since March
2019

Grass / Weeds higher
than meter stick
(39 inches or more)

4 Adjacent Houses in
jeopardy of Fire Danger
and/or animal problems

(Rose Leggett - 425 Rosewood Drive)

B. STAFF REPORTS

C. MAIN AGENDA



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Public Hearing: Adopting the 2020-2025 STIP	Agenda Date: August 13, 2019 AB19-075		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		X
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		X
Attachments: Public Hearing Notice			
<p>SUMMARY STATEMENT: This is a public hearing on the 2020-2025 Six Year Transportation Improvement Plant. The STIP identifies and prioritizes transportation improvement projects throughout the City.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: None			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
8/13/2019	Public Hearing Only		



City of Buckley

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

NOTICE OF PUBLIC HEARING CITY COUNCIL ADOPTING THE 2020-2025 SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN

NOTICE IS HEREBY GIVEN that the Buckley City Council has scheduled a Public Hearing shortly after 7:00 PM on **Tuesday, August 13, 2019**, at the Buckley Multipurpose Building at 811 Main Street, Buckley. The purpose of the Public Hearing is to solicit public input and comment from interested individuals or groups on the adoption of the City's 2020-2025 Six-Year Transportation Improvement Plan (STIP).

Each person wishing to speak at this Public Hearing will take the podium, clearly state their name and full address for the record, and will be allowed three (3) minutes in which to voice their comments and/or concerns on the matter at hand. Speakers are asked to avoid repetitious or irrelevant comments, and personal attacks will not be tolerated. **Questions will not be taken at this time.** If you have questions, please contact the City as indicated below, in advance of the Public Hearing.

Buckley does not discriminate on the basis of disabilities. If you need special accommodation, please contact City Hall within three business days prior to the Public Hearing at 360-761-7801.

Comments may be presented orally at the Public Hearing or be submitted in writing to the City of Buckley, PO Box 1960, Buckley, WA 98321, or by email to: city@cityofbuckley.com, prior to 5:00 PM on Monday, **August 12, 2019**. Copies of the proposed draft 2020-2025 STIP being considered will be available at City Hall on Thursday, August 8, 2019. **Questions may be answered by contacting City staff at 360-761-7801.**

DATED this 22nd day of July 2019.

Posted: July 22, 2019

Published: July 24, 2019



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Amended ORD No. 13-19, Reorganized and updated Title 20, which is the city's administrative title. The title originally contained one chapter; the revision adds chapters by topic. Cost Impact: \$ Fund Source: Timeline:	Agenda Date: August 13, 2019		AB19-076
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		X
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
Attachments: Amended Ordinance			
SUMMARY STATEMENT: At the Council meeting on July 9, 2019, the Council adopted Ordinance 13-19 Reorganized and updated Title 20 with a few minor changes. After consulting with our City Attorney, it was decided that the amended Ordinance should be brought back to Council for adoption. The proposed Title 20 contains chapters by topic to achieve increased ability to find appropriate codes and enhance future code revisions. The commission report itemizes the proposed amendments.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOVE to Approve Amended Ordinance No. 13-19 Reorganized and updated Title 20			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

ORDINANCE NO. 13 - 19

AN ORDINANCE OF THE CITY OF BUCKLEY, WASHINGTON, AMENDING REPEALING CHAPTER 3.84 BMC; REPEALING CHAPTER 20.01 BMC; ADDING A NEW TITLE 20 BMC; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the city desires to have internally consistent code that is easy to read; and

WHEREAS, Chapter 36.70B RCW requires certain regulatory elements to be in our code; and

WHEREAS, the existing Title 20 BMC is designed to contain all the information required by Chapter 36.70B RCW in one chapter; and

WHEREAS, the existing Title 20 BMC is difficult to navigate; and

WHEREAS, Chapter 3.81 BMC contains some permit fee regulations, as does Chapter 20.01 BMC; and

WHEREAS, in reviewing Chapter 20.01 BMC, the city discovered some differences with Chapter 3.81 BMC concerning fees; and

WHEREAS, a single location for permit fee regulations is preferred; and

WHEREAS, the Shoreline Master Program is under review and the adopting ordinance contains certain sections for review under BMC 19.42 that are appropriate for this title; and

WHEREAS, the planning commission reviewed Chapter 20.01 BMC and broke the single chapter into several topical chapters to make the information easier to find and understand; and

WHEREAS, the “60-day notice” expedited review request was received by the Washington State Department of commerce April 25, 2019, under Submittal ID Number 2019-S-123; and

WHEREAS, environmental review was completed and a determination of non-significance (DNS) was issued May 1, 2019; and

WHEREAS, the expedited review request was granted on May 13, 2019; and

WHEREAS, a public hearing notice was published May 15, 2019; and

WHEREAS, the planning commission conducted a public hearing on this proposal on June 3, 2019; and

WHEREAS, the planning commission heard no comments at the hearing, and on June 17, 2019, recommended the city council adopt the proposed ordinance;

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

Section 1. Chapter 3.81 is repealed.

Section 2. Chapter 20.01, Administration of Land Use and Zoning Applications and Development Regulations, is hereby repealed in its entirety and replaced with the following:

Title 20, Land use and development.

20.02 General provisions and fees.

20.02.005 Scope.

Title 20 applies to the processing of project permit applications except to the extent exempted under Chapter 20.12 BMC. Legislative actions are only addressed to the extent expressly identified in Title 20.

20.02.010 Purpose.

In enacting this title, the city council intends to establish an integrated permit review process, including environmental review, that implements the provisions of Chapter 36.70B RCW (the Regulatory Reform Act, ESHB 1724) while ensuring compliance, conformity, and consistency of proposed projects with the city's adopted comprehensive plan and development regulations.

20.02.020 Conflict with other procedures.

In the event of a conflict in project application and/or public hearing procedures found elsewhere in the Buckley Municipal Code and the requirements of this title, except for the city's Shoreline Master Program, the requirements and procedures set forth in this title shall prevail. For conflicts with the Shoreline Master Program, the more restrictive provision shall apply unless an alternative interpretation is necessary to assure compliance with both the Shoreline Management Act and the Regulatory Reform Act.

20.02.030 Application fees and costs incurred by the city.

- (1) The applicant shall be charged the amount charged to the city by outside-contracted consultants; the city may charge an overhead.
 - (a) Any of the city's outside consultants, when asked by the city to provide services in connection with any proposed development, shall submit a cost estimate to the city planner for the services to be provided.
 - (b) The applicant for the proposed development shall pay a deposit in the amount specified in the City's Taxes Rates, and Fees chart in addition to the consultant costs identified in BMC 20.02.030(1)(a).
 - (c) The city planner will forward the total amount of permit fees and consultant estimates to the applicant for payment, prior to application submittal.
 - (d) In the event the deposit is not depleted, it shall be returned to the applicant.

- (2) The land use and/or permit applicant shall pay to the city all costs incurred by the city that are associated with processing the land use proposals.
 - (a) No application shall be considered complete under this title until sufficient fees are provided.
 - (b) All costs associated with public notices shall be borne by the applicant.
 - (c) City and consultant reimbursables include, but are not limited to, staff time for application review, assessment, engineering, inspections, legal, secretarial, administrative costs, cost of publications, and other city processing costs.
- (3) Fees for routine city processing costs for building and land use applications, permits and agreements shall be as set forth by resolution of the city council.
 - (a) Non-routine or complex projects for which a pre-application conference is called shall establish fees based on an estimation of staff time that would likely be required to complete review and issue a recommendation to the decision maker. In such cases, the director shall estimate the amount of all costs anticipated to be incurred by the city associated with processing the proposal, including engineering, inspection, legal and administrative costs, and staff time.
 - (b) Hourly rates for city staff time to process land use and/or permit applications shall be as established by resolution of the city council.
- (4) If the cost of review exceeds the initial refundable fee amount, the city shall immediately notify the applicant in writing of the estimated additional fee amount required for the review.
- (5) Except for agreed-upon emergencies, deposit amounts, intake fees, and hourly charges for permit applications submitted after the work is begun shall be doubled, unless otherwise specified.

20.02.040 Legislative procedures and limitations.

- (1) The administrative procedures for the legislative decisions specified in this chapter are set forth coordinately by adopted ordinances.
 - (2) Nothing in this title or the permit processing procedures shall limit the authority of the city to make changes to the Buckley comprehensive plan, as part of an annual revision process, or to the city's development regulations, or to undertake any other legislative actions.
-

20.04 Definitions.

20.04.010 Definitions.

In addition to the definitions in BMC 1.01.060 and 070, the following definitions shall apply throughout this title:

20.04.020 Adequate public facilities

"Adequate public facilities" means facilities which have the capacity to serve development without decreasing levels of service below locally established minimums.

20.04.030 Adjacent landowners.

“Adjacent landowners” means the owners of real property, as shown by the records of the county assessor, located within 300 feet of any portion of the boundary of the proposed subdivision.

20.04.040 Aggrieved party.

“Aggrieved party” is a party of record who can demonstrate all of the following:

- (1) The land use decision has prejudiced or is likely to prejudice that person;
- (2) That person’s asserted interests are among those that the local jurisdiction was required to consider when it made the land use decision;
- (3) A judgment in favor of that person would substantially eliminate or redress the prejudice to that person caused or likely to be caused by the land use decision; and
- (4) The petitioner has exhausted his or her administrative remedies to the extent required by law.

20.04.xxx Appellant.

“Appellant” means a person, organization, association or other similar group who files a complete and timely appeal of a city decision.

20.04.xxx Applicant.

“Applicant” means a person who is the owner of the subject property or the authorized representative of the owner of the subject property, and who has applied for land use permits.

20.04.xxx Closed record appeal.

“Closed record appeal” means an administrative appeal on the record to a local government body or officer, including the legislative body, following an open record hearing on a project permit application when the appeal is on the record with no or limited new evidence or information allowed to be submitted and only appeal argument allowed. Only parties of record to the open public hearing may participate in the closed record appeal.

20.04.xxx Complete application.

“Complete application” means an application that contains all material required for that permit as stated in appropriate sections of the Buckley Municipal Code and the appropriate application form, and is determined to be complete by a letter to the applicant; or an application for which no determination of incomplete application was made within the required timeframe.

20.04.xxx Concurrency.

"Concurrency" means that, based on the schedule of improvements in the appropriate element of the comprehensive plan, each concurrency facility will have capacity to serve the development at time of occupancy, or reasonably soon thereafter, at the adopted the level of service.

20.04.xxx Consistency.

"Consistency" means that no feature of a plan or regulation is incompatible with any other feature of a plan or regulation. Consistency is indicative of a capacity for orderly integration or operation with other elements in a system.

20.04.xxx Department.

“Department” means the city of Buckley planning department.

20.04.xxx Determination of complete application.

“Determination of complete application” means information required for a complete application by City regulations has been submitted.

20.04.xxx Director.

“Director” shall mean the City of Buckley planning department director or the director’s designee.

20.04.xxx Effective Date of Notices.

All notices provided to applicants and any members of the public shall be deemed given on the third day after deposit in the U.S. mail, first class postage prepaid.

20.04.xxx Ministerial.

“Ministerial” means an action that allows for little discretion and requires adherence to previous decisions or adopted rules and regulations.

20.04.xxx Notice of application.

“Notice of application” means a formal notice stating a submitted project meets the minimum submittal requirements as stated by appropriate codes.

20.04.xxx Notice of decision.

“Notice of decision” means a formal notice stating a project was reviewed and decided.

20.04.xxx Open record hearing.

- (1) “Open record hearing” means a hearing, conducted by a single hearing body or officer, that creates the record through testimony and submission of evidence and information.
- (2) An open record hearing may be held prior to a decision on a project permit to be known as an “open record pre-decision hearing.”
- (3) An open record hearing may be held on an appeal, to be known as an “open record appeal hearing,” if no open record pre-decision hearing was conducted on the project permit.

20.04.xxx Parties of record.

“Parties of record” means the land use permit applicant, persons who have testified at an open record hearing, and any persons who have submitted written comments concerning the application that form part of the public record that is considered at the open record hearing.

20.04.xxx Project permit.

“Project permit” or “project permit application” means any land use or environmental permit or license required from a local government for a project action, including but not limited to building permits, subdivisions, binding site plans, planned unit developments, conditional uses, shoreline substantial development permits, site plan review, permits or approvals required by critical area ordinances, site-specific rezones authorized by a comprehensive plan or subarea plan, but excluding the adoption or amendment of a comprehensive plan, subarea plan, or development regulations except as otherwise specifically included in this subsection.

20.04.xxx Public hearing.

Public hearing. See “Open record hearing.”

20.04.xxx Quasi-judicial permit.

Quasi-judicial actions of decision-making bodies are those actions of the City Council, planning commission, hearing examiner, board of adjustment, or other decision makers or hearing bodies who determine or make recommendations upon the legal rights, duties, or privileges of specific parties in a hearing or other contested case proceeding.

20.04.xxx Review authority.

“Review authority” is a person or board or commission authorized by City regulations to make a decision or recommendation on a project permit application or land use regulation or policy.

20.04.xxx Type A-1 permit or process.

“Type A-1 permit or process” means a process that involves an application that is subject to clear, objective and nondiscretionary standards that require the exercise of professional judgment about technical issues and therefore does not require public participation. This includes decisions regarding application of fees and codes similar to and including building and construction codes.

20.04.xxx Type A-2 permit or process.

“Type A-2 permit or process” means a process that involves an application that is subject to objective and subjective standards that require the exercise of limited discretion about nontechnical issues and about which there may be a limited public interest.

20.04.xxx Type A-3 permit or process.

“Type A-3 permit or process” means an application that is subject to objective and subjective standards that require the exercise of discretion about nontechnical issues and about which may be a public interest.

20.04.xxx Type C-1, C-2, C-3 permit or processes

“Type C-1, C-2, C-3 permits or processes” means processes which involve applications that generally require the exercise of substantial discretion and about which there is a broad public interest.

20.08 Permit types.

20.08.010 Purpose.

The purpose of this chapter is to identify methods in which decisions within the city are made.

20.08.020 Types of development permit applications.

For the purpose of project permit processing, all development permit applications shall be subject to one or more of the following:

- (1) Administrative procedures, Type A procedures.
 - (a) Type A-1; this process does not require public notice;
 - (b) Type A-2; this process requires public notice;

- (c) Type A-3; this process requires public review with a review committee or commission, such as the planning commission.
- (2) Legislative procedures, Type C procedures.
- (a) Type C-1; is legislative or quasi-judicial and requires public hearings. The decision-making body for Type C-1 processes is the city council.
- (b) Type C-2; processes are quasi-judicial and requires public hearings (the decision-making body shall be the hearing examiner, except the city council shall be the decision-making body for site specific rezones, mobile home parks, planned unit developments, major planned unit development amendments and any other permit project approval requiring adoption of an ordinance).
- (c) Type C-3; processes are largely ministerial or administrative and do not require a public hearing (the decision-making body for Type C-3 is the city council).

20.08.030 Procedures for processing development project permits.

Project Permit Application Framework. The project permit application framework is set forth in Tables 1 and 2 as follows:

Table 1: Application Process						
Procedural Steps	Application Process			Type "C" Legislative decisions Planning Commission, Hearing Examiner and City Council		
	Type "A" Administrative decisions					
	Type A-1 ⁷	Type A-2	Type A-3	Type C-1	Type C-2	Type C-3
Recommendation by:	N/A	N/A	Staff	Staff	Staff	Staff
Notice of application ⁶	No	Yes	No	Yes	Yes	No
Open Record Public Hearing	See Note ¹	See Note ¹	No	Yes Planning Commission	Yes Hearing Examiner	No
Final Decision-Making Body	Staff	Staff	Planning Commission	City Council	Hearing Examiner/City Council ³	City Council
Appeal Authority ⁵	Hearing Examiner	Hearing Examiner ²	Hearing Examiner	Pierce County Superior Court ⁴	Pierce County Superior Court	Pierce County Superior Court
1. Note: Public hearing only on appeal of an administrative decision, open record hearing before hearing examiner.						
2. SEPA appeals are to be consolidated with the hearing on the underlying permit as required by the SEPA rules.						
3. Note: Council is the final decision-making body for mobile home parks, planned unit developments, all rezones, and major PUD amendments.						
4. Note: Comprehensive plan amendments, shoreline permits, BMC land use text amendments and area-wide rezones are potentially appealable to the Growth Management Hearings Board or Shoreline Hearings Board.						
5. No assurances are made as to the accuracy of Table 1 in identifying the appellate forum with jurisdiction to hear appeals of final city decisions. It is the responsibility of the appellant to determine where to file appeals of final city decisions.						
6. Notices of Application are not required for project permits that are categorically exempt under SEPA unless a public comment period or public hearing is required per RCW 36.70B.110(5).						
7. Small cell permits appeals go directly to court.						

Table 2: Application Type

Type A-1 administrative without notice; Type A-2 administrative with notice; Type A-3 administrative decision with a decision by the planning commission; Type C-1 legislative or quasi-judicial with a recommendation from a commission; Type C-2 quasi-judicial with the hearing examiner; Type C-3 ministerial or administrative with the city council.

Title and Chapter	Permit	Permit Type					
		A-1	A-2	A-3	C-1	C-2	C-3
	Title 12, Environment						
<u>12.08.130</u>	Critical area exemption	A-1					
<u>12.08.140</u>	Critical area exception – public agency and utility					C-2	
<u>12.08.330</u>	Critical areas variance					C-2	
<u>12.08.260</u>	Innovative wetland mitigation					C-2	
<u>12.08.150</u>	Reasonable use exception					C-2	
12.04	SEPA determination		A-2				
<u>20.36.020(2)</u>	Shoreline exemption	A-1					
<u>20.36.040</u>	Shoreline substantial development permit		A-2				
<u>20.36.040</u>	Shoreline conditional use permit					C-2	
<u>20.36.040</u>	Shoreline variance					C-2	
<u>12.08.130</u>	Wetland exemptions	A-1					
<u>12.11.040</u>	Floodplain development permit	A-1					
	Title 16, Buildings and Construction						
<u>16.06.020</u>	Building and other construction permits	A-1					
<u>16.80.010</u>	Canopies	A-1					
<u>16.12.070</u>	Fences	A-1					
<u>16.12.070</u>	Fence variances			A-3			
<u>16.01.010</u>	Land disturbing activity permit	A-1					
<u>16.40.040</u>	Mobile home installation permit	A-1					
<u>14.06.140</u>	Sewer permit	A-1					
<u>13.08.010</u>	Sidewalk construction permit	A-1					
<u>16.10.010</u>	Temporary dwelling permit	A-1					
<u>14.06.390</u>	Wastewater discharge (also from state DOE)	A-1					
	Title 17, Design and Construction Standards, and Development Guidelines and Public Works Standards (DGS)						
17.08	Acceptance of public improvement						C-3
<u>17.08.050</u>	Dedication of public easements and rights-of-way						C-3
DGS 4.07(C)	Frontage improvement exceptions						C-3
DGS 4.21	Light standards	A-1					
	Modification of public improvement requirement						C-3
DGS 2.02	Major variances of Development Guidelines and Public Works Standards						C-3
DGS 2.02	Minor variances of Development Guidelines and Public Works Standards	A-1					
DGS 2.01	Right-of-way use permits	A-1					
	Title 18, Subdivisions						
<u>18.34.040</u>	Boundary line adjustment	A-1					
<u>18.34.040</u>	Boundary line adjustment, non-conforming lots						C-3
	Binding site plans						
<u>18.36.060</u>	Preliminary binding site plans					C-2	
<u>18.36.090</u>	Final binding site plan amendments						C-3
<u>18.36.070</u>	Adjustments (minor) to binding site plan approved plans	A-1					
<u>18.36.070</u>	Adjustments (not minor) to binding site plan approved plans					C-2	

Title and Chapter	Permit	Permit Type					
		A-1	A-2	A-3	C-1	C-2	C-3
	Short subdivisions (short plats)						
<u>18.32.070</u>	Preliminary short subdivisions		A-2				
<u>18.32.080</u>	Final short subdivisions						C-3
<u>18.32.100</u>	Amendments (minor) to unrecorded short plats	A-1					
<u>18.32.100</u>	Amendments to approved or recorded final short plats						C-3
	Subdivisions (long plats)						
<u>18.16.020</u>	Preliminary subdivisions (long plats)					C-2	
<u>18.16.030</u>	Final subdivisions						C-3
	Amendments to approved (not recorded) preliminary plats					C-2	
RCW <u>58.17.215</u>	Amendments to approved (recorded) final plats (alteration of recorded plat)						C-3
	Title 19, Zoning						
<u>19.06.030</u>	Comprehensive plan amendments				C-1		
<u>19.08.070</u>	Administrative interpretation	A-1					
<u>19.20.010</u>	Commercial height modification		A-2				
<u>19.40.120</u>	Conditional use permits, zoning code					C-2	
<u>19.50.040(1)</u>	Design review, major ^c						C-3
<u>19.50.040(2)</u>	Design review, minor ^c			A-3			
<u>19.52</u>	Development code text amendments				C-1		
<u>19.32.050</u>	Home occupation Type A with minor impact	A-1					
<u>19.32.060</u> , <u>19.40</u>	Home occupation Type B with potential impacts					C-2	
<u>19.34.020</u>	Mobile home parks					C-2 ^a	
<u>19.30.060</u>	Sign permit	A-1					
<u>19.33</u>	Site plan reviews (commercial/industrial)					C-2	
	Site plan review, administrative		A-2				
<u>19.33.090</u>	Site plans amendment commercial/industrial/multifamily					C-2	
<u>19.33.090</u>	Site plans – technical adjustment	A-1					
<u>19.52</u>	Rezones, legislative				C-1		
<u>19.52</u>	Rezones, site-specific					C-2 ^a	
	Planned unit developments (PUDs)					C-2 ^a	
	• PUD amendments					C-2 ^a	
	• PUD amendments – technical adjustment	A-1					
<u>19.25.090</u>	^b Telecommunication facilities (collocation)	A-1					
<u>19.25.110</u>	^b Telecommunication macro facilities, waiver, or variance					C-2	
<u>19.25.170</u>	^b Telecommunication – Eligible facility requests	A-1					
<u>19.25A.</u>	^b Telecommunication – small cell facilities;	A-1					
<u>19.30.210</u>	Variances, sign code			A-3			
<u>19.40.020</u>	Variances, zoning					C-2	

^a The hearing examiner shall give a recommendation to the city council for decisions on applications for site specific rezones, mobile home parks, planned unit developments, and major planned unit development amendments.

^b Telecommunication facilities shall follow the shot clocks (time requirements) required by the FCC for complete applications, permit review, permit consolidation, conditions, approvals, and appeals.

^c “Major” and “minor” as described in BMC 19.50.040. [NOTE: This refers to the new design ordinance. The existing code sections are 19.50.050 and 19.51.051.]

20.12 Exemptions.

20.12.010 Purpose.

The purpose of this chapter is to identify permit processes that are not subject to notice requirements.

20.12.030 Exemptions to this title.

- (1) A permit determined to be exempt from this chapter shall be exempt from the following provisions of this title unless otherwise specified:
 - (a) Determination of complete application;
 - (b) Notice of application;
 - (c) Optional consolidated project permit processing;
 - (d) Joint public hearings;
 - (e) Staff reports;
 - (f) Notice of decision; and
 - (g) Time requirements.
- (2) The following permits are exempt from the provisions of this title unless otherwise specified in this code:
 - (a) Type A-1 Administrative Permits. Pursuant to RCW 36.70B.140(2), Type A-1 permits include lot line or boundary adjustments, building and other construction permits, or similar administrative approvals.
 - (b) Type A-3 reviews. Type A-3 reviews are permits that need an advisory review by a committee or a commission and a decision by the planning commission. They include design review and fence variances. No notice is required for advisory reviews.
 - (c) SEPA determinations and processes executed under BMC 12.04.
- (3) Legislative decisions. The following legislative decisions are not subject to the procedures in this title:
 - (a) Landmark designations;
 - (b) Street vacations;
 - (c) City of Buckley comprehensive plan adoption and amendments;
 - (d) Municipal code amendments (zoning code text, development regulations and zoning district amendments);
 - (e) Area-wide rezones to implement city policies contained within the city of Buckley comprehensive plan and all amendments;
 - (f) Annexations; and
 - (g) All other master land use and utility plans and all amendments.
- (4) The administrative procedures for the legislative decisions specified in this section are set forth coordinately by adopted ordinances. Nothing in this chapter or the permit processing procedures shall limit the authority of the city to make changes to the Buckley comprehensive plan, as part of an annual revision process, or to the city's development regulations, or to undertake any other legislative actions.

20.16 Pre-application conferences.

20.16.010 Purpose.

- (1) The purpose of the pre-application conference is to familiarize the applicant with the requirements of the Buckley Municipal Code and allow the director or designee to provide the applicant with preliminary comments based upon the applicant's preliminary concept of the proposal.
- (2) The information is designed to be general in nature to give the applicant enough information to decide whether the proposal is feasible.
- (3) Pre-application conferences should include information on the requirements for a complete application.
- (4) Pre-application conferences are required for site plan reviews required under BMC 19.33.
- (5) Pre-application conferences are required for subdivisions and short plats, and may be performed after application submittal at the choice of the applicant.
- (6) Pre-application conferences may be performed for any project if requested by the applicant, with permission from the property owner.

20.16.020 Vesting.

A pre-application conference doesn't vest an application.

20.16.030 Assurances unavailable.

- (1) It is impossible for the pre-application conference to be an exhaustive review of all potential issues.
- (2) The discussions at the conference or the forms provided by the city to the applicant under this section shall not bind or prohibit the city's future application or enforcement of all applicable law and ordinances.
- (3) No statements or assurances made by city representatives shall in any way relieve the applicant of his or her duty to submit an application consistent with all relevant requirements of city, state, and federal codes, laws, regulations and land use plans.

20.16.040 Scheduling.

Final drawings are discouraged at the pre-application stage; at a minimum, the submittal materials must include the following:

- (1) A completed pre-application request form and fee;
- (2) Permission from the land owner for the pre-application to occur.
- (3) A preliminary sketch or conceptual design that illustrates the applicant's generalized ideas of the proposal. The sketch or conceptual design shall include:
 - (a) Approximate lot lines.
 - (b) General topography of the site.
 - (c) All access roads and driveways serving the site including both public and private.
 - (d) Driveways and access routes around and opposite the site shall be shown.
 - (e) Proposed vehicle and pedestrian access to the site.
 - (f) Proposed utilities.
 - (g) All land uses on adjacent properties.

20.16.050 Pre-application conference.

- (1) City staff, including the building official, city administrator, public works director, city engineer, city attorney, police chief, and fire chief, all as deemed necessary by the director, shall attend the pre-application conference as scheduled by the director to discuss the application to the land development proposal under consideration of codes, ordinances, regulations and policies administered by that department, including any recommendation for referral for plan review to the International Conference of Building Officials, if appropriate for a complex proposal.
- (2) The director shall preside at the pre-application conference and shall make a list of the approvals and permits required for the land development proposal as identified by the department heads.
- (3) At or subsequent to the conference the director shall provide the applicant with:
 - (a) A summary that lists the requirements for a complete application;
 - (b) A summary of the procedures to be used to process the application;
 - (c) References to relevant code provisions or development standards that may apply to the processing or approval of the application.
 - (d) Information on all applicable application fees.
- (4) The applicant shall submit the application for the proposal within a year after the pre-application conference.

20.16.060 Consecutive pre-application conferences.

An applicant may request additional pre-application conferences.

20.20 Processes for all project permit applications.

20.20.010 Purpose.

The purpose of this chapter is to list items that are common to all project permit applications.

20.20.020 Determination of Director.

- (1) The director shall determine the proper procedure for all development applications.
- (2) If there is a question as to the appropriate type of procedure, the director shall resolve it in favor of the higher procedure type letter as defined in BMC 20.08.030.
- (3) The director's determination is an A-1 decision.

20.20.030 Consolidation.

Project permit applications shall be consolidated into one project file if requested by the applicant in accordance with BMC 20.24.020.

20.20.040 Application Forms.

Applications for project permits shall be submitted upon forms provided by the director.

20.20.050 Submittal Requirements.

A project permit application shall consist of all materials required by the applicable development regulations, and shall include the following general information:

- (1) A completed project permit application form;
- (2) A SEPA checklist if required by the SEPA official.

- (3) A verified statement by the applicant that the property affected by the application is in the exclusive ownership of the applicant, or that the applicant has submitted the application with the written consent of all owners of the affected property. A photocopy of the property deeds shall be provided;
- (4) A property and/or legal description of the site, as required by the applicable development regulations;
- (5) The applicable fee;
- (6) A site plan, showing the proposal, points of access and utilities, and identifying all easements, deeds, restrictions, or other encumbrances restricting the use of the property, if applicable;
- (7) For all permits that require public notices, assessor's maps and a list of tax parcels and their owners for all properties within 300 feet of the property and properties to which public notice must be sent as provided in BMC 20.28.080.
- (8) Any supplemental information or special studies identified by staff, together with the pre-application notes for A-2 and C-2 permits;
- (9) In addition to requirements of this section, complete application requirements for the land use permits set forth in other chapters of the Buckley Municipal Code;
- (10) For A-2 and C-2 permits, a statement indicating how the project will not reduce transportation levels of service within the time required by RCW 36.70B.040.
- (11) A statement verifying the project's likely consistency with city codes, and the goals and policies of the comprehensive plan.

20.20.060 Submittal requirements waived.

The director may waive specific submittal requirements determined to be unnecessary for review of an application. In such event, the director shall document the waiver in the project file or project log.

20.20.070 Time requirements.

The director shall issue a notice of final decision for project permit applications within 120 days of the issuance of the determination of completeness pursuant to BMC 20.28.040; provided, that the time period for issuance of a notice of final decision on a preliminary plat and preliminary short plat shall be 90 days and for a final plat or final short plat 30 days to the extent that these shorter time periods are mandated by state law and only if those applications have not been returned to the applicant for further information. Plat applications returned for further information shall have their notices of final decision issued within 120 days subject to the exclusions identified below.

- (1) In calculating the 120-day period for issuance of the notice of final decision, the following periods shall be excluded:
- (2) Any period during which the applicant has been requested by the director to correct plans, perform required studies, or provide additional required information. The period shall be calculated from the date the director notifies the applicant of the need for additional information until the earlier of the date the director determines that the additional information provided satisfies the request for information, or 14 days after the date the additional information is provided to the city;

- (a) If the director determines that the information submitted is insufficient, the applicant shall be informed of the particular insufficiencies and the procedures set forth in this subsection for calculating the exclusion period shall apply;
 - (b) Any period during which an environmental impact statement (EIS) is being prepared pursuant to Chapter 43.21C RCW. The time period for preparation of an EIS shall be governed by Chapter 43.21C RCW;
 - (c) Any period for consideration and issuance of a decision for administrative appeals of project permits, which shall be not more than 90 days for open record appeals and 60 days for closed record appeals, unless a longer period is agreed to by the director and the applicant;
 - (d) Any remand to the planning commission, hearing examiner or director;
 - (e) Any period during which the applicant has failed to pay any applicable fees or deposits after having been notified of such by the city shall be excluded from the time period in this chapter;
 - (f) Any extension of time mutually agreed to by the director and the applicant.
- (3) If the city is unable to issue its final decision on a project permit application within the time limits provided for in this section, it shall provide written notice of this fact to the project applicant. The notice shall include a statement of reasons why the time limits have not been met and an estimated date for issuance of the notice of decision.
- (4) The time limits established in this title do not apply if a project permit application:
- (a) Requires an amendment to the comprehensive plan or a development regulation;
 - (b) Requires siting approval of an essential public facility as provided in RCW 36.70A.200; or
 - (c) Is substantially revised by the applicant, in which case the time period shall start from the date that a determination of completeness for the revised application is issued by the director pursuant to BMC 20.28.070 and RCW 36.70B.070.
- (5) All hearing examiner decisions shall be issued within ten working days as required by RCW 35A.63.170.

20.20.080 Action on Project Permit Applications.

A decision or recommendation on a project permit application shall include one of the following actions:

- (1) Approve;
- (2) Approve with additional conditions;
- (3) Modify, with or without the applicant's concurrence; provided, that the modifications do not:
 - (a) Enlarge the area or scope of the project unless the increase is due to added mitigation;
 - (b) Increase the density or proposed building size; or
 - (c) Significantly increase adverse environmental impacts;
- (4) Deny without prejudice (reapplication or resubmittal is permitted);
- (5) Deny with prejudice (reapplication or resubmittal is not allowed for one year); or
- (6) Remand for further proceedings and/or evidentiary hearing in accordance with BMC 20.20.090.

20.20.090 Remand.

A hearing may only be re-opened upon remand if consistent with the one hearing rule of the Regulatory Reform Act, Chapter 36.70B RCW. In the event the decision maker in an administrative appeal or upon receipt of a recommendation for a project permit application

determines that the administrative record or decision or recommendation of the lower review authority is insufficient, inadequate or otherwise flawed for the reasons identified below, the decision maker may remand the matter back to the lower or proper review authority issue revised or additional findings of fact and conclusions of law. Remand is available upon a showing of:

- (1) Improper authority as a review authority or grounds for disqualification of those taking the agency action;
- (2) Unlawfulness of procedure or of decision-making process;
- (3) Mistake of material facts or errors in law; or
- (4) Incomplete record.

20.20.100 Reconsideration.

An applicant, the City or a party to a public hearing or closed record appeal may seek reconsideration of a recommendation or a decision of a review authority on a project permit application by filing a written request for reconsideration with the community development department within 10 calendar days following issuance of the written recommendation or final decision.

- (1) All requests for reconsideration shall state specific errors of facts or law.
- (2) The review authority shall consider the request and may schedule argument and/or briefing on the reconsideration request.
- (3) A decision upon reconsideration may be revised to correct for errors in law or material fact or as otherwise necessary to avoid invalidation of the decision or recommendation.
- (4) A decision or recommendation is not final until after a decision on the reconsideration request has been issued.
- (5) Additional evidence may only be admitted for a reconsideration request as authorized under the one hearing rule of the Regulatory Reform Act, Chapter 36.70B RCW.
- (6) Decisions on reconsideration requests issued by the hearing examiner or other review authorities who do not have regularly scheduled meetings shall be issued within ten working days of the date the record is closed on the reconsideration request.
- (7) Decisions upon reconsideration issued by review authorities with regularly scheduled meetings shall be issued by the next regularly scheduled meeting after the reconsideration request has been reviewed unless additional time is necessary upon a showing of good cause, such as lack of a quorum.
- (8) Recommendations in staff reports to any review authority shall not be subject to reconsideration.

20.20.110 Notice.

Permits that require notices are listed in the table in BMC 20.08.030.

20.20.120 Appeals.

All permits can be appealed in accordance with the table in BMC 20.08.030.

20.24 Projects requiring two or more permit applications – optional consolidation.

20.24.010 Consolidation option.

A project that involves two or more project permit applications may be subject to a consolidated project permit review process as established in this chapter. The applicant may determine whether the applications shall be processed collectively or individually. If the applications are processed under the individual procedure option, the highest type procedure must be processed prior to the subsequent lower procedure.

20.24.020 Consolidated permit processing.

- (1) When project permits are consolidated, the permit procedures of the project permit with the highest permit type shall apply to all of the consolidated project permit applications.
- (2) All project permits being reviewed through the consolidated permit review process shall follow at least the requirements of BMC 20.28.050, 20.28.070, and 20.28.120; and
- (3) A single report stating all the decisions made as of the date of the report on all project permits included in the consolidated permit process that do not require an open record pre-decision hearing and any recommendations on project permits that do not require an open record pre-decision hearing.
 - (a) The report shall state any mitigation required or proposed under the development regulations or the agency's authority under RCW 43.21C.060.
 - (b) The report may be the local permit.
 - (c) If a threshold determination other than a determination of significance has not been issued previously by the local government, the report shall include or append this determination. (RCW 36.70B.060(5))

20.24.030 Public hearing for consolidated applications.

The review process shall provide for no more than one consolidated open record hearing and one closed record appeal. If an open record pre-decision hearing is provided prior to the decision on a project permit, the process shall not allow a subsequent open record appeal hearing.

20.24.040 Decision-maker(s).

Applications processed in accordance with subsection (2) of this section which have the same highest numbered procedure but are assigned different hearing bodies shall be heard collectively by the highest decision-maker(s) to the extent consistent with state law. The order of decision making authority, from highest to lowest is city council, hearing examiner, and staff.

20.24.050 Consolidation with the other government agencies.

The city is also authorized to consolidate project review with the permit procedures of other government agencies. Joint public hearings with other agencies shall be processed as follows:

- (1) The director may combine any public hearing on a project permit application with any hearing that may be held by another local, state, regional, federal, or other agency, on the proposed action, as long as:
 - (a) The hearing is held either within the city limits; and
 - (b) The requirements of subsection (3) of this section are met.
- (2) The applicant may request that the public hearing on a permit application be combined as long as the joint hearing can be held within the time periods set forth in this chapter. In the alternative, the applicant may agree to a particular schedule if additional time is needed in order to complete the hearings.

- (3) A joint public hearing may be held with another local, state, regional, federal or other agency and the city, as long as:
 - (a) The other agency is not expressly prohibited by statute from doing so;
 - (b) Sufficient notice of the hearing is given to meet each of the agencies' adopted notice requirements as set forth in statute, ordinance, or rule; and
 - (c) The agency has received the necessary information about the proposed project from the applicant in enough time to hold its hearing at the same time as the local government hearing.
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20.28 Notices.

20.28.010 Purpose.

- (1) The purpose of this chapter is to identify notice requirements for all permit applications that require notices as identified in Table 1 of Section 20.08.030.

20.28.020 Identification of interested parties and other agencies with jurisdiction.

For permits that require a notice of application and/or a public hearing, following shall apply:

- (1) The applicant shall supply with its application a list and associated map of all property owners, as listed by the Pierce County Assessor's Office, within 300 feet of the property boundaries of the property identified in the proposal.
 - (a) If the proposal is contiguous to property owned by the applicant or more than one property is involved in the proposal, the 300 feet shall be drawn from the exterior boundary of the combined parcels.
- (2) To the extent known by the city, other agencies that may have jurisdiction over some aspect of the project permit application shall be identified in the city's determination of complete application, and included in the list of property owners within 300 feet of the proposed project.

20.28.030 Optional additional public notice.

- (1) In addition to the notice requirements of this chapter the city may require or perform one or more of the following optional methods of providing public notice of any project permit are authorized for projects that the Director determines may be of significant public interest:
 - (a) Notify the public or private groups with known interest in a certain proposal or in the type of proposal being considered;
 - (b) Notify the news media;
 - (c) Place notices in appropriate regional or neighborhood newspapers or trade journals;
 - (d) Publish notice in agency newsletters or send notice to agency mailing lists, either general lists or lists for specific proposals or subject areas;
 - (e) Mail to potentially affected property owners; and
 - (f) Place notices on the Internet.
- (2) The city's failure to provide the optional notice as described in this section shall not be grounds for invalidation of any permit decision.

20.28.040 Determination of complete application.

A project permit application is complete for the purposes of this chapter when it meets the submission requirements contained in this title and the submission requirements contained in the applicable development regulations.

- (1) Within 28 days after receiving a project permit application, the city shall mail a determination to the applicant which states either:
 - (a) That the application is complete; or
 - (b) That the application is incomplete and what is necessary to make the application complete.
- (2) A project permit application shall be deemed complete under this chapter if the city does not provide a written determination to the applicant that the application is incomplete within 28 days of receiving the application. Notwithstanding a failure to provide a determination of complete application, the city may request additional information throughout review of the proposal.
- (3) The city's determination of complete application shall not preclude the city from requiring additional information, that the applicant correct plans or perform studies at any time if new information is required for project review, or if there are substantial changes in the proposed action.
 - (a) If additional information is required during the review process, the applicant shall have 90 days to submit the necessary information to the city.
 - (b) If the applicant either refuses in writing to submit additional information or does not submit the required information within the 90-day period, the director shall determine that the application is abandoned and is therefore withdrawn, according to the procedures of a Type A-1 action. The determination shall be in writing and shall identify the right to appeal.
 - (c) In those situations where the director deems an application withdrawn because the applicant fails to submit the required information within the necessary time period, the applicant will forfeit the application fee.

20.28.050 Incomplete application.

- (1) If the applicant receives a determination from the city that an application is not complete, the applicant shall submit the required information within 90 days to the city.
- (2) Within 14 days after an applicant submits the required information, the city shall determine whether the application is complete or incomplete.
 - (a) After submittal of material, if the city deems the application to be still incomplete, another determination of incomplete application shall be issued.

20.28.060 Notice of application.

- (1) Within 14 days after the date an application is determined to be complete, the review authority shall issue a Notice of Application containing the information required in BMC 20.28.070.
- (2) The Notice of Application shall be distributed and publicized as required by BMC 20.28.080 at least 15 days prior to any open public hearing on the application.

20.28.070 Contents of the notice of application.

Modification to this section may be in the individual chapter requiring the permit or notice, such as shorelines.

- (1) The notice of application shall include:
 - (a) The name of the applicant or applicant's representative and the case file number for the application;
 - (b) The date of application, the date of the determination of complete application for the application and the date of the notice of application;
 - (c) The street address location of the project or, if unavailable, the location in reference to roadway intersections;
 - (d) A description of the proposed project action and a list of the project permits included in the application and, if applicable, a list of any studies requested under this code;
 - (e) The identification of other permits required by other agencies with jurisdiction not included in the application, to the extent known by the city;
 - (f) The identification of existing environmental documents that evaluate the proposed project and the location where the application and any studies can be reviewed;
 - (g) The name of the city staff contact and telephone number;
 - (h) A statement of the limits of the public comment period, and statements of the right of any person to comment on the application, receive notice of and participate in any hearings, request a copy of the decision once made, and any appeal rights.
 - (i) The public comment period shall not be less than 14 days nor more than 30 days following the date of the notice of application.
 - (i) The date, time, place and type of hearing, if applicable and scheduled at the date of the notice of application;
 - (j) A statement of the preliminary determination of consistency with applicable development regulations and the Buckley comprehensive plan, if one has been made at the time of notice, and of those development regulations that will be used for project mitigation and determination of consistency as provided in RCW 36.70B.040;
 - (k) Any other information determined appropriate by the city, such as the city's pending SEPA threshold determination or a statement advising that a final environmental determination shall be made following a comment period;
- (2) If a local government has made a determination of significance under Chapter 43.21C RCW concurrently with the notice of application, the notice of application shall be combined with the determination of significance and scoping notice. Nothing in this section prevents a determination of significance and scoping notice from being issued prior to the notice of application;
- (3) A statement that the final decision on the application will be made within the certain time period established by this title.

20.28.080 Distribution of Notice of Application.

Notices of Application required by Table 1 of BMC 20.08.030 shall be distributed and publicized as follows:

- (1) Posting the property for site-specific proposals shall consist of one or more notice boards posted by the applicant or the applicant's representative. A single notice board shall be placed by the applicant at the midpoint of the site street frontage or as otherwise directed by the city for maximum visibility and where it is completely visible to pedestrians and vehicle traffic.
 - (a) Additional notice boards may be required when:
 - (i) The site does not abut a public road;

- (ii) A large site abuts more than one public road;
 - (iii) The director determines that additional notice boards are necessary to provide adequate public notice; or
 - (iv) The city may also require notices to be posted in conspicuous places visible on the site or in the vicinity of a proposed action at least 10 days before the close of the comment period.
- (b) Notice boards shall be:
- (i) Maintained in good condition by the applicant during the notice period;
 - (ii) In place at least 30 days prior to the date of pre-decision hearing; and
 - (iii) Removed by the applicant within 15 calendar days after the end of the notice period.
 - (iv) An affidavit of posting shall be submitted to the director by the applicant prior to the hearing or final comment date. If the affidavit is not filed as required, any scheduled hearing or date by which the public may comment on the application will be postponed in order to allow compliance with this notice requirement. Notice boards shall be constructed and installed in accordance with specifications promulgated by staff.
- (2) The notice of application shall be published in the city's official newspaper of general circulation. Published notice shall include at least the project's street address or location, project description, type of permit(s) required, comment period dates, and location where the complete application may be reviewed.
- (3) The notice of application shall be mailed to:
- (a) The applicant and the applicant's representative;
 - (b) Owners of property within a radius of 300 feet of the edge of the property that is the subject of the application:
 - (i) As required by BMC 20.20.050, the applicant shall provide the city with self-addressed, stamped envelopes and a list of adjacent property owners. This list may be created or verified by the city planning department;
 - (iii) Failure of a property owner to receive notice does not invalidate the decision if the notice was sent; a sworn certificate of mailing executed by the person who did the mailing shall be conclusive evidence that notice was mailed to parties listed or referenced in the certificate; and
 - (iii) Other people the review authority believes may be affected by the proposed action or who request such notice in writing.
- (4) Notice of the filing of a preliminary plat application of a proposed subdivision located adjoining the city's municipal boundaries shall be given to the appropriate county officials.
- (5) Notice of the filing of a preliminary plat application of a proposed subdivision located adjacent to the right-of-way of a state highway shall be given to the Secretary of the Washington State Department of Transportation, who must respond within 15 days of such notice.
- (6) Upon acceptance of a complete application, the director shall transmit a copy of the application, or appropriate parts of the application, to each affected agency and city department for review and comment, including those agencies responsible for determining compliance with state and federal requirements. The affected agencies and city departments shall have 15 days following the date of the notice of application to comment. The director may grant an extension of time if needed.

- (7) Department shall maintain for public review a list of pending projects (public inspection files), including project status. However, the failure by the department to maintain and update the project status list shall not be grounds for invalidation of any permit decision.

20.28.090 Notice of public hearing.

Open record public hearings required by Table 1 of BMC 20.08.030 are subject to the notice requirements of this section and Section 20.28.100. A notice of a public hearing shall be mailed, posted and first published not less than 15 days prior to the hearing date. Notice of the public hearing shall be in accordance with BMC 20.28.100.

20.28.100 Content of a notice of public hearing.

- (1) The notice given of a public hearing required in this title shall contain:
- (a) The name and address of the applicant or the applicant's representative;
 - (b) Description of the affected property, including the street address (if any) and either a vicinity location sketch (including roadway intersections) or written description, other than a legal description, reasonably sufficient to inform the public of the location;
 - (c) The date, time and place of the hearing;
 - (d) The hearing body;
 - (de) A description of the nature of the proposed use or development and file number(s), if applicable;
 - (fe) A statement that all interested persons may provide oral or written comments or testimony at the hearing;
 - (gf) Where information may be examined, and when and how written comments addressing findings required for a decision by the hearing body may be submitted;
 - (gh) The name of the city staff contact or representative and the telephone number where additional information may be obtained;
 - (hi) That a copy of the application and staff report, and all documents and evidence relied upon by the applicant and applicable criteria, are available for inspection at the department at no cost.
- (4) General Procedure for Mailed Notice of Public hearing.
- (a) For all public hearings required by this title, mailed notice shall be provided to all owners of property located within 300 feet of the property lines of the project site. The applicant shall provide the city with self-addressed, stamped envelopes and a list of all such adjacent landowners. This list may be created or verified by the city planning department. The director shall issue a sworn certificate affirming the mailing of notice to all persons entitled to notice under this title. The director may provide notice to other persons than those required to receive notice under the title.
 - (b) For all public hearings required by this title, mailed notice shall also be provided to all persons who submitted written comments on the application and provided a mailing address.
 - (c) All public notices shall be deemed to have been issued three days after mailing or on the date then notice is personally delivered.
- (5) Procedure for posted or published notice of public hearing.
- (a) Posted notice of the public hearing is required for all Type C-1 and C-2 project permit applications. The posted notice shall be posted as required by this title.

- (b) Published notice is required for all public hearings required by this title. The published notice shall be published in the city's official newspaper.
- (6) An additional notice of the hearing may be given to adjacent property owners by any other reasonable method the city deems necessary.
- (7) Time and Cost of Notice of Public hearing.
 - (a) Notice of a public hearing shall be mailed, posted and first published not less than 14 days prior to the hearing date. Any posted notice shall be removed by the applicant within 14 days following the public hearing.
 - (b) All costs associated with the public notice shall be borne by the applicant.
- (8) As optional methods of providing notice of public hearing, the city may notify the public or private groups with known interest in a certain proposal or in the type of proposal being considered.

20.28.110 Notice of decision.

- (1) The city shall provide a notice of decision that includes the following information:
 - (a) The application information
 - (b) The decision
 - (c) A statement of any threshold determination made under SEPA (Chapter 43.21C RCW)
 - (d) The procedures for administrative appeal, if any
 - (e) The right that the affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.
- (2) The notice of decision shall be provided to the Pierce County assessor, to the applicant, and to any person who, prior to the rendering of the decision, requested notice of the decision or submitted substantive comments on the application, or as required by another section of code.

20.32 Appeals.

20.32.010 Purpose.

- (1) The purpose of this chapter is to identify administrative appeal procedures for city decisions after the decision is final.
- (2) Applicants or other parties of interest who may be aggrieved by a decision are authorized to appeal decisions.
- (3) Appeals of hearing examiner decisions on shoreline permits shall follow the processes identified in RCW 90.58.180 and WAC 173-27-100 and contain the information required in 20.32.020.

20.32.020 Contents of the appeal.

The appeal shall be in writing and contain a concise statement identifying:

- (1) The decision being appealed (file name, file number);
- (2) The name and address of the appellant and his/her interest(s) in the matter;
- (3) The specific reasons why the appellant believes the decision to be wrong. The appellant bears the burden to prove the decision wrong;
- (4) The desired outcome or changes to the decision; and
- (5) The appeal fee.

20.32.030 Filing.

- (1) The filing and content requirements of appeals subject to city review in this chapter shall be considered jurisdictional. Failure to strictly comply with filing and content requirements shall result in dismissal of the appeal.
- (2) The appeal shall be delivered to the planning department by mail or personal delivery, and must be received no later than 4:00 p.m. on the last business day of the appeal period, with the required appeal fee.
- (3) BMC 20.08.030 Table 1 identifies final decisions appealable 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 by this Title.

20.32.040 Appeal procedures.

Notices for non-judicial appeal hearings shall be published in the newspaper, posted in the city's official posting places, and delivered to the appellant, applicant and all parties of record no less than 15 days before the appeal hearing is to be scheduled

- (1) Appeals shall be conducted in accordance with the rules of procedure of the designated hearing body and shall serve to provide argument and guidance for the hearing body's decision.
- (2) Administrative interpretations and administrative decisions may be appealed to the appeal authority designated in BMC 20.08.030, Table 1, by applicants or parties of record within 14 days from the date of the decision.
- (3) Administrative appeals shall be limited to the grounds for appeal identified in the filed appeal.
- (4) Parties to an appeal shall be limited to the appellant, applicant and city unless intervention for good cause is authorized by the review authority.

20.32.050 Appeal decisions.

The decision following an appeal hearing shall include one of the following actions:

- (1) Grant the appeal in whole or in part.
- (2) Deny the appeal in whole or in part.
- (3) Remand for further review.

20.36 Shoreline permits.

20.36.010 Submittal requirements.

- (1) The administrator shall determine the appropriate permit type and provide the necessary application forms for shoreline substantial development, conditional use, and variance permits, per Chapter 173-27 WAC and the city's Shoreline Master Program (SMP). The applicant shall provide, at a minimum, the following information **both digitally and on paper**:
- (2) Each type of activity on the shoreline requires specific submittal requirements to ensure the permit meets the Shoreline Management Act (SMA) and the city's SMP. In addition to the criteria in SMP 7.2.1, the basic application for each permit shall contain the following:

- (a) Completed application form for the proposed use.
- (b) An owner/agent agreement to work on the land (for projects on city land, this could be in the form of council minutes from the meeting at which the permission was given, or written permission from the mayor.
- (c) If a pre-application conference was conducted, a copy of the pre-application letter from the city.
- (d) An environmental checklist for review under the State Environmental Policy Act.
- (e) Environmental reports that meet the requirements of the SMP Appendix B for the following, as appropriate:
 - (i) Floodplains and/or floodways adjacent to the proposed activity;
 - (ii) National-Wetland-Inventory-mapped wetlands within 300 feet of the proposed activity; and/or
 - (iii) Known or reported wetlands within 300 feet of the proposed development.
- (f) Fees for any required city of Buckley building and land use permit applications, land use actions and agreements shall be as set forth in the fees, fines and rate schedule established by resolution of the city council.
- (g) A map of and the names and addresses of all real property owners within 300 feet of property where development is proposed (north and south of the river).
 - (i) Using the map and list, submit three sets of addressed envelopes using the city's return address.
- (h) An 11 x 17 aerial of properties within 1,000 feet of the project area and a brief description of the general nature of all improvements and land uses in this area, north and south of the river.
 - (i) Source, composition, and volume of fill material;
 - (j) Composition and volume of any extracted materials, and identify proposed disposal area;
 - (k) If the development proposes septic tanks, evidence that the proposed development complies with local and state health regulations;
- (3) Each application shall provide a site plan, drawn to scale that shows project details on one or more sheets and shall include:
 - (a) A vicinity map drawn to a scale of four inches equals one mile and of sufficient detail to orient the location of the development area, with names of streets and other landmarks, and a north directional arrow.
 - (i) Indicate site location using natural points of reference (section lines, roads, state highways, prominent landmarks, etc.);
 - (ii) If the development involves the removal of any soils by dredging or otherwise, identify the proposed disposal site on the map. If the disposal site is beyond the confines of the vicinity map, provide another vicinity map showing the precise location of the disposal site within the city and/or its distance to the nearest city or town;
 - (b) The site boundary as represented in the associated legal description, and include the following:
 - (i) Property dimensions in vicinity of project;
 - (ii) Ordinary high water mark;
 - (iii) Shoreline designation according to the master program.
 - (iv) Any associated wetlands and/or floodplain and/or floodways within 300 feet of the development area.

- (c) Using the definitions for “height” and “average grade level” from WAC 173-27, show the following:
 - (i) Existing ground and/or bathymetric elevation;
 - (ii) Proposed ground and/or bathymetric elevation;
 - (iii) Height of existing structures; and
 - (iv) Proposed height of existing structures;
 - (v) Where appropriate, proposed land and bathymetric contours using two-foot intervals in water area and on areas landward of OHWM, if development involves grading, cutting, filling, or other alteration of land contours;
 - (vi) Typical cross-section or sections;
 - (d) Dimensions and location of existing structures that will be maintained;
 - (i) Dimensions and locations of proposed structures, parking and landscaping;
 - (ii) Details of fill, grade, or dredge areas;
 - (e) Location of proposed utilities, such as sewer, septic tanks and drain fields, water, gas, and electricity;
- (4) Additional information determined by the city to be necessary for the adequate review of the proposal shall be supplied within 90 days of the request.

20.36.020 Permit types and procedures.

- (1) Almost all development within the shoreline is subject to the requirements of the Shoreline Management Act (SMA) and the City' Shoreline Master Program (SMP), regardless of whether a substantial development permit is required, and likely requires written permission by the city, except for emergency repairs that may be performed after verbal agreement by the city, applicant, and the state before a permit is obtained.
- (2) Permissions to develop or place uses within shoreline jurisdiction include the following:
 - (a) Exemptions, exceptions, and exclusions:
 - (i) Exemptions are listed in SMP 7.2.2 and within the Shoreline Management Act's definition of substantial development in RCW 90.58.030(3)(e). The city may place conditions on exemptions and follow a Type A-1 process, as described in Title 20, as amended by this chapter. If a proposal is exempted from a Shoreline substantial development permit, but requires another shoreline permit(s), only the decision criteria for the other shoreline permit(s) will be used in the project's review and approval.
 - (ii) Exceptions follow a Type A-1 process, as described in Title 20, but require no application. Exceptions may be approved by letter or email to the Department of Ecology and the applicant. No conditions can be required, but conditions may be suggested that would make the exception meet the city's Shoreline Master Program.
 - (iii) Because of the uses associated with exclusions, exclusions do not need to meet the Shoreline Management Act or Shoreline Master Program.
 - (b) Shoreline Substantial Development Permits follow a Type A-2 process as described in Title 20, as amended by this chapter.
 - (i) Substantial development shall not be undertaken within shoreline jurisdiction unless a shoreline substantial development permit is obtained; and
 - (ii) The appeal period has been completed; and
 - (iii) Any appeals are resolved and/or the applicant is given permission to proceed by the proper authority.
 - (c) Shoreline Conditional Use Permits follow a Type C-2 process as described in Title 20, as amended by this chapter.

- (d) Shoreline Variances follow a Type C-2 process, as described in Title 20, as amended by this chapter.
- (e) All decisions shall be in writing.
- (4) The Department of Ecology and the Attorney General's Office shall be notified of permit decisions after the local appeal periods expire.
- (5) The Department of Ecology shall review the decision submitted by the city for Department approval, approval with conditions, or denial, as provided in WAC [173-27-200](#). Ecology's final decision shall be issued to the city and the applicant within 30 days of the date the city's decision was submitted to the Department.
- (6) When an applicant desires to revise a permit, the applicant must submit detailed plans and text describing the proposed changes. If the administrator determines that the revisions proposed are within the scope and intent of the original permit, consistent with WAC [173-27-100](#), the administrator may approve the revision.
 - (a) Revisions to permits under WAC [173-27-100](#) may be authorized after original permit authorization has expired: Provided, That this procedure shall not be used to extend the original permit time requirements or to authorize substantial development after the time limits of the original permit.
 - (b) Local government shall notify the department in writing of any change to the effective date of a permit with an explanation of the basis for approval of the change. Effective dates may be changed as authorized by RCW 90.58.143. Any change to the time limits of a permit other than those authorized by RCW [90.58.143](#) as amended shall require a new permit application.

20.36.030 Permit processes, general.

- (1) Shoreline permit decisions shall be processed and be subject to the applicable regulations provided under the Shoreline Management Act (SMA) and the City's Shoreline Master Program (SMP).
- (2) The burden of proving that a proposed development is consistent with the approval criteria and master program policies and regulations shall be the applicant's.
- (3) Decision criteria include all applicable items listed in the SMP and the SMA.
 - (a) Decision criteria in the SMP are found in Chapters SMP 3 through SMP 6.
 - (b) Decision criteria in the SMA are found in WAC 173-27-140 through -210.
 - (c) Decisions shall be consistent with Buckley Municipal Code requirements.
- (4) Each permit issued by the city shall contain a provision that construction pursuant to the permit shall not begin and is not authorized until 21 days from the date of filing with the Department of Ecology, per WAC [173-27-190](#).
- (5) Any decision on an application for a shoreline permit or revision, whether it is an approval or a denial, shall first be sent to the applicant and parties of record by way of a notice of decision, as outlined in Title 20.
 - (a) The Notice of Decision shall be mailed to the Attorney General Office and the Washington State Department of Ecology by mail, return receipt requested.
 - (b) After the local appeal period is over or the local appeals are decided, the final decision packet containing all items listed in WAC 173-27-130(3) shall be sent to the Department of Ecology by return receipt requested mail.
 - (c) "Final decision by local government" shall mean the order or ruling, whether it be an approval or denial, which is established after all local administrative appeals related to the permit have concluded or the opportunity to initiate such appeals have lapsed.

20.36.040 Shoreline substantial development permits, variances and conditional uses permits.

- (1) Shoreline substantial development permits are required for all substantial development that does not qualify as exempt, excepted or excluded from shoreline regulations.
 - (a) Review criteria for SSDPs are found in Sections 173-27-140, and -150, and the SMP.
- (2) Provisions concerning shoreline variances and shoreline conditional uses should be applied in a manner which, while protecting the environment, will assure that a person will be able to use his/her property in a fair and equitable manner.
 - (a) Review Criteria for Shoreline Conditional Use Permits (SCUP) are governed by WAC 173-27-140, 160, 200, and 210, and SMP 7.2.4. SCUPs can allow greater flexibility in applying use regulations. In authorizing SCUPs, special conditions may be attached to the permit by the City or the Department of Ecology to prevent undesirable effects of the proposed use.
 - (i) Development, including uses that need an SCUP is listed in the Shoreline Master Program under SMP Table 6-1 in Chapter 6.
 - (b) Variance review criteria are governed by WAC 173-27-170, and -200, and SMP 7.2.5. Two basic types of variances exist: one landward of the Ordinary High Water Mark and one waterward of the Ordinary High Water Mark. Each has its own set of decision criteria.
 - (i) Variances are to allow development within the shoreline jurisdiction that requires modified dimensional or bulk standards required by the SMP because the lot has unique conditions on the project site.
 - (ii) Variances are not permitted for wetlands.
- (4) Conditions may be imposed upon development by SSDP, SCUP and Variance decisions as necessary to achieve compliance with applicable permit review standards.

20.36.050 Notices required.

Each permit for a shoreline substantial development, shoreline conditional use, or shoreline variance issued by the city shall contain a provision that construction pursuant to the permit shall not begin and is not authorized until 21 days from the date of filing as defined in RCW [90.58.140](#)(6) and WAC [173-27-130](#), or until all review proceedings initiated within 21 days from the date of such filing have been terminated; except as provided in RCW [90.58.140](#) (5)(a) and (b).

- (1) Shoreline permits shall require the notices as required for A-2 and C-2 permits, with the following additional criteria:
 - (a) Notices of application for shoreline permits also require the following:
 - (i) A statement that the comment period shall be 30 days following the date of the notice of application.
 - (ii) In addition, the notice shall state that any person may comment on the application, receive notice, and participate in any hearings, request a copy of the decision, and appeal rights.
 - (iii) A list of project permits included in the application.
 - (iv) A list of any studies requested under RCW 36.70B.070, 36.70B.090 and WAC 173-27-180 or environmental documents that evaluate the proposal and the location of these documents for the public to review.

- (v) If an open record pre-decision hearing is required, the notice of application shall be provided at least 30 days prior to the hearing.
- (b) Notice for determinations under the State Environmental Policy Act shall be as required in BMC 12.04.
- (c) Notices of decision shall be provided as required in Title 20, BMC to all parties of record, as defined in WAC 173-27-030(12) , with the following additional information:
 - (i) The notice shall state the approval date and the date by which the activity shall be commenced.
 - (ii) The notice shall state the date five years from the approval date by which the development or activity shall be completed.
 - (iii) The notice shall state the city's shoreline administrator may extend either or both dates by one year each based on reasonable factors, if a request for extension has been filed before the expiration date and notice of the proposed extension is given to parties of record on the substantial development permit and to the Department of Ecology.
 - (iv) The notice shall state the effective date of a substantial development permit shall be the date of filing as provided in RCW 90.58.140(6).

20.36.060 Time requirements.

The following time requirements shall apply to all permits:

- (1) In accordance with SMP 7.2.1.I, construction, use, or activity shall commence within two years after the approval of the permits.
- (a) Substantial progress shall include all of the following where applicable: the making of contracts; signing of notice to proceed; completion of grading and excavation; and the laying of major utilities; or, where no construction is involved, commencement of the activity.
- (2) Permit authorization shall terminate five years after permit approval.
- (3) The city may authorize a single one-year extension before the end of the either time period mentioned in (1) or (2) of this section, with prior notice to parties of record and the Department of Ecology, for up to one year based on reasonable factors.
- (4) The running of a permit time period shall not include the time during which an activity was not actually pursued due to the pendency of reasonably related administrative appeals or litigation or development of an EIS.
- (5) When permit approval contains conditions, such conditions shall be satisfied prior to occupancy or use of a structure or prior to commencement of a nonstructural activity; provided, that an alternative compliance limit may be specified in the permit.

20.36.070 Appeals.

- (1) Appeal of administrative decisions shall follow the direction in Title 20.
- (2) Appeal of hearing examiner decisions shall follow the processes identified in RCW 90.58.180 and WAC 173-27-100.

Section 3. Amendment. At least the following sections are corrected to remove the term "Chapter 20.01" or a specific section in Chapter 20.01 to "Title 20":

1.12.210(4), 2.33.010(4), 3.50.085(5), 13.35.080, 13.35.300, 14.30.920, 16.06.120(18), 16.24.040, 18.08.010, 18.38.010, 19.06.020(2), 19.08.070, 19.12.487, 19.20.010(2)(a), 19.23.090, 19.24.040, 19.29.050, 19.30.270, 19.33.040, 19.33.070, 19.40.110, 19.40.210, 19.56.050,

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 13th day of August, 2019.

Patricia Johnson, Mayor

ATTEST:

By: _____
Treva Percival, City Clerk

APPROVED AS TO FORM:

By: _____
Phil Olbrechts, City Attorney

PUBLISHED:
EFFECTIVE:



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT:		Agenda Date: August 13, 2019 AB19-077	
RES No. 19-____ Adopting the 2020 – 2025 Six Year Transportation Improvement Plan (STIP)	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		X
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
Municipal Court – Jessica Cash			
	PW/Utilities – Chris Banks		X
Attachments: Resolution w/Exhibit			
<p>SUMMARY STATEMENT: Annual updates to our Six-Year Transportation Improvement Plan for 2020-2025. The plan adjusts funding and project implementation timelines and makes adjustment for completed and changes projects.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: T/U 7-16/-19			
RECOMMENDED ACTION: MOVE to Approve Resolution No. 19-05 Adopting the 2020-2025 Six Year Transportation Improvement Plan.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

2020 - 2025 Six Year Transportation Improvement Plan (STIP)

Priority	Project	Location/Segment	2019 Est Cost	Funding Source	Est Project Date	Project Scope
1	Sergeant Sreet Improvement Project	Collins Road to Whitmore Way	\$421,000	TIB (SCP Pavement Preservation) & Local (PCR 56.0)	2020	Shoulder improvements w/pavement widening, installation of curb, gutter, sidewalks, storm drainage and street lighting. During construction replace and upsize existing water and sewer mains.
2	Cedar Street Overlay	Main Street to Jefferson Ave	\$280,700	TIB (SCP) & Local (PCR 44)	2020	Grind existing surface, replace long side water services and overlay with asphalt.
3	Naches Street Overlay	Park Avenue to Mason Avenue	\$224,000	TIB (SCP Pavement Preservation) & Local	2020	Grind existing surface and overlay with asphalt.
4	River Avenue Resurfacing	Jefferson Street to Main Street	\$352,500	TIB (SCP Pavement Preservation) & Local (PCR 59)	2020	Grind and overlay with asphalt or as alternative maintenance chip seal. During construction extend the 8" DIP water main from the Tacoma Booster Station to Main St.
5 (NEW#)	112th Street	SR165 to Mundy Loss Road	\$207,700	TIB (SCP Pavement Preservation) & Local (PCR 58.9)	2021	Grind and overlay with asphalt or as alternative maintenance chip seal.
6(NEW#)	Spruce Street	Mason Ave to Main Street	\$319,000	TIB (SCP Pavement Preservation) & Local (PCR 72.0)	2021	Shoulder improvements w/pavement widening, installation of curb, gutter, sidewalks, storm drainage and street lighting. During construction replace and upsize existing water and sewer mains.
7(NEW#)	Naches Street	Jefferson Ave to IGA Parking Lot	\$90,000	Local, (PCR 32)	2021	Grind existing surface, replace A.C. water main and-overlay with asphalt.
8(NEW#)	Pearl Street & Jefferson Ave Intersection Improvements	Intersection of Pearl Street & Jefferson Ave	\$80,000	TIB (SCP Pavement Preservation) & Local	2021	Reconstruction/rehabilitate, grind, repair/replace curb, gutter & repave. During construction replace and upsize existing water main.
9	Mt. View Resurfacing	Division Street to Spiketon Road	\$193,600	TIB (SCP Pavement Preservation) & Local (PCR 36)	2021	Reconstruction/rehabilitate, grind, repair/replace curb, gutter & sidewalk, repave. During construction replace and upsize existing water main.
10	Division Sreet Improvement Project	Ryan Road to End	\$1,501,500	TIB (SCP Pavement Preservation) & Local	2022	Shoulder improvements w/pavement widening, installation of curb, gutter, sidewalks, storm drainage and street lighting. During construction replace and upsize existing water and sewer mains.
11	Division Street Overlay	Jefferson Ave to Ryan Road	\$211,900	TIB (SCP Pavement Preservation) & Local	2022	Grind existing surface and overlay with asphalt.
12	Dundass Street Overlay	Edith Street to Naches Street	\$233,500	TIB (SCP Pavement Preservation) & Local (PCR 68.1)	2022	Grind existing surface and overlay with asphalt.
13	Hinkleman Road Resurfacing (Phase II)	Hinkleman Ext to 28410 Hinkleman Road	\$160,200	TIB (SCP Pavement Preservation) & Local (PCR 32)	2022	Reconstruct with minor widening, overlay, relocate power and install utilities.

14	Jefferson Avenue Overlay	SR410 to Franklin Street	\$689,500	TIB (SCP) & Local (PCR 73.6)	2023	Replace A.C. Water Main Grind existing surface and overlay with asphalt.
15	White River Bridge (Trail)	Foothills Trail to King County over the White River	\$7,436,100	STP, ISTE, IAC, King County, Pierce County & Local	2023	Construct approach and fully designed non-motorist bridge over the White River
(15A)	White River Bridge - Trail Extension & Approach	Foothills Trail to the White River	\$297,600	RCO & Foothills Grant, and Local match	2023	Extend trail to new proposed bridge approach
(15B)	White River Pedestrian Bridge Construction	White River Span	\$7,142,300	STP, ISTE, RCO, King County & Pierce County	2023	Construct fully designed non-motorist bridge over the White River
16	View Place Overlay	Whitmore Way to Cul-de-sac	\$29,200	Local (PCR 50)	2024	Grind existing surface and overlay with asphalt.
17	Whitmore Way Overlay (Phase II)	Collins Road to Heather Lane	\$185,000	TIB (SCP Pavement Preservation) & Local (PCR 32)	2024	Grind existing surface and overlay with asphalt. During construction replace and upsize existing water main.
18	Main Street Rehabilitation	River Avenue to SR410	\$326,900	TIB (SCP) & Local (PCR 59)	2024	Reconstruct/rehabilitate, grind, replace water,stormwater drainage and underground power, install curb and gutter, sidewalk, landscape amenities, lighting and repave.
19	River Avenue & Main Street Intersection Improvements	Intersection of Main Street & River Ave	\$1,247,100	TIB (SCP) & Local	2024	Install signalization, turn lanes and pedestrian facilities.
20	Spiketon Road Pedestrian Improvements	Mt. View to South City Limits	\$1,258,500	TIB (SCP) & Local	2025	Shoulder improvements w/pavement widening, installation of curb, gutter, sidewalks, storm drainage and street lighting.
21	"A" Street Overlay	Main Street to Park Ave	\$227,200	TIB (SCP) & Local (PCR 68)	2025	Reconstruct/rehabilitate, grind, replace water,stormwater drainage and underground power, install curb and gutter, sidewalk w/ADA improvements, landscape amenities, lighting and repave.
22	Pearl Street Overlay	Cedar Street to River Ave	\$661,900	TIB (SCP) & Local (PCR 72)	2025	Replace A.C. Water Main Grind existing surface and overlay with asphalt.
23	Mundy Loss Pedestrian Improvement Project	SR410 to 112th Street East	\$433,100	TIB (PSMP) & Local	2025	Shoulder improvements w/pavement widening, installation of curb, gutter, sidewalks, storm drainage and street lighting.
24	Ryan Road (Phase II) Reconstruct	Spiketon Road to Davis Street	\$3,075,100	TIB (SCP) & Local	2028	Reconstruction/rehabilitate, grind, replace water, sewer and storm, widen, install curb, gutter & sidewalk 1 side, repave.
Total			\$19,845,200			

CITY OF BUCKLEY, WASHINGTON

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON, UPDATING THE SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM (STIP).

WHEREAS, for the City to be eligible for certain governmental monies for street improvements, it is required to have a Six-Year Street Transportation Improvement Program; and

WHEREAS, State law requires an annual update of the Six-Year Transportation Improvement Program; and

WHEREAS, on August 13, 2019, a Public Hearing was held to allow the public to consider said Six-Year Transportation Improvement Program and changes thereto;

NOW THEREFORE BE IT HEREBY RESOLVED by the Buckley City Council, City of Buckley, Pierce County, Washington that the 2020 to 2025 Six-Year Transportation Improvement Program attached hereto and by reference incorporated herein is hereby adopted by the City Council for the City of Buckley.

BE IT FURTHER RESOLVED that the attached 2020 to 2025 Six-Year Transportation Improvement Program shall be transmitted to the Department of Transportation as required by State law.

Introduced, passed and approved this this 13th day of August 2019.

Pat Johnson, Mayor

ATTEST:

Treva Percival, City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

POSTED: _____



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: RES No. 19-___ Amending Personnel Policy – Revision #20	Agenda Date: August 13, 2019 AB19-078		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
Attachments: Resolution			
<p>SUMMARY STATEMENT: Resolution amending Section 6.19.04 (b) of the Personnel Policy and Administrative Procedures Manual as a result of negotiations with the Buckley Police Officers’ Guild.</p> <p>Section 6.19.04 (b) is amended to read as shown in the attached Resolution.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS Tentative 8-13-19			
RECOMMENDED ACTION: MOVE to Approve Resolution No. 19-06 Amending Personnel Policy & Procedures Manual, Revision #20.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

RESOLUTION 19-____

CITY OF BUCKLEY, WASHINGTON

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF BUCKLEY, PIERCE COUNTY, WASHINGTON
AMENDING SECTION 6.19.04 (B) OF THE “CITY OF
BUCKLEY PERSONNEL POLICY AND PROCEDURES
MANUAL” TO CLARIFY TERMS OF THE CITY’S ERIP
AS IT RELATES TO THE POLICE DEPARTMENT**

WHEREAS, THE City Council adopted the most current version of the “City of Buckley Personnel Policy and Procedures Manual” on May 10, 2016; and

WHEREAS, on August 25, 2015, the City Council approved an amendment to the City Personnel Policy adding a new Early Retirement Incentive Program (ERIP), the purpose of which was to provide incentives which encourage eligible employees to retire sooner than they otherwise might have to support City objectives, including replacement of higher salaried employees with lower salaried employees reducing salary and benefit costs, and creating an opportunity where retirement of longer term employees is phased over time assisting the City to better manage the loss of institutional knowledge;

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

Section 1. Section 6.19.04 (b) is hereby amended to read as follows:

(b) ~~Non Police Guild CBA~~ Department Employees covered under LEOFF Trust. In the event of the employee’s retirement, divorce, separation or death, the coverage may last up to thirty-six (36) months for the employee and/or qualified beneficiary; if provided, identical health benefit coverage (medical, dental and vision) shall only be provided for the initial eighteen (18) months of the COBRA period. Eligible coverage periods beyond 18 months up to the full thirty-six (36) months shall provide continued medical coverage that includes LEOFF Trust vision benefits, but no dental benefit. The full policy monthly premium plus a two percent (2%) administration fee will be paid by the employee or the beneficiary to the City or designated benefit administrator.

Introduced, passed and approved this 13th day of August 2019.

Pat Johnson, Mayor

ATTEST:

Treva Percival, MMC City Clerk

APPROVED AS TO FORM:

City Attorney

POSTED: _____



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Agreement: 2020-2022 Police Guild Bargaining Unit Contract	Agenda Date: August 13, 2019 AB19-079		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		X
Municipal Court – Jessica Cash			
	PW/Utilities – Chris Banks		
Attachments: Memo, Contract w/markups & Clean Version			
SUMMARY STATEMENT: See attached memorandum.			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS			
RECOMMENDED ACTION: MOVE to Approve the 2020-2022 Labor Agreement Between the City and the Police Guild Bargaining Unit.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

City of Buckley

P.O. Box 1960, Buckley WA 98321
Phone: 360-829-1921 ext 200
Fax: 360-829-2659



Memo

To: Mayor & City Council

Date: July 2, 2019

RE: 2020-2022 Police Guild Contract

Terms and/or changes to the bargaining unit agreement between the City and the Buckley Police Officers Guild that the Administration has negotiated are as follows;

➤ **Three year Contract from 2020 – 2022**

➤ **ARTICLE 2 – GUILD MEMBERSHIP**

Delete 2.1 and 2.2 and add a new 2.1 to read:

- 2.1 The City agrees that, upon receipt from the Guild of a voluntary written authorization of any employee covered by this Agreement, it shall deduct from the pay of the employee the monthly dues as certified by the Secretary of the Guild and transmit such amounts to the Guild. If the Employer receives a request for authorization of deductions directly from an employee, the Employer shall as soon as practicable forward the request to the Guild. An employee may stop paying Guild dues by submitting a written request to the guild in accordance with the terms and conditions on the authorization. The City shall stop deducting dues within 30 days of the receipt of a request to stop deducting dues.

➤ **ARTICLE 10 - HOLIDAYS**

- 10.1.1 ~~Effective January 1, 2017, all~~ All regular status employees are entitled to a ten (10) hour paid holiday on the aforementioned days.

➤ **ARTICLE 12 - EDUCATIONAL INCENTIVE AND PREMIUM PAYS**

- 12.1 **Educational Increment** - Employees shall receive an educational increment of eighty five dollars (\$85) per month for an AA degree with a Police Science or Criminology major, an educational increment of one hundred forty five dollars

(\$145) per month for a BA/BS degree with Police Science or Criminology major and an educational increment of one hundred eighty dollars (\$180) per month for an MA/MS degree; provided that the employee may receive one educational increment at a time, and also provided that the employee submits to the Employer adequate proof of having received such degrees within sixty (60) days of degree completion or within sixty (60) days of date of employment. The Chief of Police may consider degree programs other than Police Science or Criminology as qualifying for the educational increment if the Chief of Police determines that the college degree major is beneficial to the City and is related to skills needed by the department.

12.2 Field Training Officer/Specialty Pay –

Field Training Officer – Any member assigned by the Chief to an FTO status for at least 4 shifts in one month a ~~12 week or longer period of training~~ shall receive an additional four percent (4%) FTO pay for the month assigned. ~~to his/her base pay for the duration of the assignment.~~ An FTO assigned to remedial training of one week or longer shall receive the four percent (4%) FTO pay on a weekly basis for the duration of the assignment.

12.4 Longevity – Beginning January 1, 2012 longevity pay shall be added to each employee's base monthly pay according to the following schedule:

Table 12.4 A

Years continued employment	Longevity pay in addition to normal monthly base pay
10 – 14 years	\$65.00 <u>\$70.00</u> per month
15 – 19 years	\$92.00 <u>\$97.00</u> per month
20 – 24 years	\$120.00 <u>\$125.00</u> per month
25 years and above	\$150.00 <u>\$170.00</u> per month

Longevity pay for each employment interval shall begin on the anniversary date that the employee enters into the specific longevity category. Example: An employee begins to receive longevity pay of ~~\$65.00~~ \$70.00 per month in the 10-14 year category on the first day of entering their 10th year of service to the City.

➤ **ARTICLE 15 - SICK LEAVE**

15.1.1 ~~Effective January 1, 2017 the provision of 15.1 that deals with sick leave compensation at retirement shall be modified to read as follows:~~

Upon retirement from the City unused sick leave shall be paid to the retiring employee as a lump sum payment according to the schedule in Table 15A below.

Accrued Sick Leave Payout for Retirement Purposes		
Accrued Hours	Lump Sum Payment	COBRA or HRA Account
0 – 750 hours	40%	35%
751 – 1760 hours	60%	60%

The retiring employee may elect to have the value of the sick leave compensation remain on account with the City to be used towards the payment of monthly medical/dental premiums that result from continued enrollment with the City's insurer through COBRA, or some other eligible plan. Under this option the City shall increase the amount of compensation for sick leave payment according to the schedule in Table 15A above.

➤ **ARTICLE 19 – UNIFORMS**

19.3 Cleaning Allowance - Employees hired prior to June 1, of any contract year shall receive one-hundred twenty-five dollars (\$125.00) ~~seventy five dollars (\$75.00)~~ each year to defray the expense of cleaning the clothing portion of the uniform.

19.3.1 ~~Effective January 1, 2017 the cleaning allowance per employee shall increase from seventy five dollars (\$75.00) to one hundred twenty five dollars (\$125.00) each year.~~

➤ **ARTICLE 20 - HEALTH AND WELFARE**

20.1.4 Health Retirement Account (HRA) Contribution – Pursuant to the term of this Agreement the Employer will initiate a change in healthcare benefit provider from UBET to LEOFF Trust. In conjunction with this the Guild shall work with LEOFF Trust to identify and activate a Health Retirement Account (HRA) for the Guild employees. It is anticipated that these changes will occur and become effective July 1, 2016. Within 30 days of notification and verification of this change the Employer will deposit \$1,500 in individual HRA accounts established for each Guild employee to assist with additional out-of-pocket expenses resulting from this benefit change.

In addition the Employer agrees to make annual contributions to each employee's HRA account according the schedule in the Table below.

HRA Contribution	City Contribution Amount/Employee
January, 2020	\$1,000 <u>\$1,100</u>

January, 2021	\$1,000 <u>\$1,150</u>
January, 2022	\$1,000 <u>\$1,200</u>

20.3 [Resolution amending ERIP language in the Personnel Policy relating to the Police Guild members.](#)

➤ **APPENDIX A – SALARIES AND WAGES**

A.1 The monthly rates of pay for Employees covered by this Agreement shall be as follows:

Police Department Employee Salaries (12.0%)						
(January 1, 2020 to December 31, 2020)						
Classification	0-6 mos	7-12 mos	13-24 mos	25-36 mos	37-48 mos	49+ mos
Patrol	\$5,673	\$5,956	\$6,254	\$6,567	\$6,895	\$7,080
Detective Patrol/Officer	\$5,900	\$6,195	\$6,504	\$6,830	\$7,171	\$7,363
Sergeant	\$6,313	\$6,628	\$6,960	\$7,308	\$7,673	\$7,879
Police Department Employee Salaries (3.0%)						
(January 1, 2021 to December 31, 2021)						
Classification	0-6 mos	7-12 mos	13-24 mos	25-36 mos	37-48 mos	49+ mos
Patrol	\$5,843	\$6,135	\$6,442	\$6,764	\$7,102	\$7,293
Detective Patrol/Officer	\$6,077	\$6,380	\$6,699	\$7,034	\$7,386	\$7,584
Sergeant	\$6,502	\$6,827	\$7,168	\$7,527	\$7,903	\$8,115
Police Department Employee Salaries (3.0%)						
(January 1, 2022 to December 31, 2022)						
Classification	0-6 mos	7-12 mos	13-24 mos	25-36 mos	37-48 mos	49+ mos
Patrol	\$6,018	\$6,319	\$6,635	\$6,967	\$7,315	\$7,511
Detective Patrol/Officer	\$6,259	\$6,572	\$6,900	\$7,245	\$7,608	\$7,812
Sergeant	\$6,697	\$7,032	\$7,383	\$7,753	\$8,140	\$8,359

AGREEMENT

By and Between

CITY OF BUCKLEY

And

BUCKLEY POLICE OFFICERS' GUILD

July-January 1, 2016-2020 through December 31, 20192022

COLLECTIVE BARGAINING AGREEMENT

By and Between
CITY OF BUCKLEY

and
BUCKLEY POLICE OFFICERS' GUILD

~~JULY-JANUARY 1, 2016-2020~~ through DECEMBER 31, ~~2019~~2022

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AGREEMENT
By and Between
CITY OF BUCKLEY
and
BUCKLEY POLICE OFFICERS' GUILD

JANUARY~~JULY~~ 1, ~~2016-2020~~ through DECEMBER 31, ~~2019~~2022

PREAMBLE

These articles constitute an agreement between the CITY OF BUCKLEY, a political subdivision of the State of Washington, hereafter referred to as the Employer or City and the BUCKLEY POLICE OFFICERS' GUILD, hereafter referred to as the Guild.

ARTICLE 1 – GUILD RECOGNITION

- 1.1 Guild Recognized** - The City recognizes the Guild as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and conditions of employment and the resolution of disputes, as authorized by Washington State Law, for all full-time and regular part-time employees in the classifications listed herein, but excluding all temporary employees (those hired to work for a fixed period of time which is less than nine (9) months), casual, irregular part-time (those scheduled to work less than eighty 80 hours per month), and any employee above the rank of sergeant.
- 1.2 Classification Not Guaranteed** - The classifications or job titles used in this Agreement are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the City.
- 1.3 Negotiations** - The City, for the life of this Agreement, agrees not to negotiate with any other employee organization or its representative on matters pertaining to the wages, hours or conditions of employment for the employees represented by the Guild as stated in this Article.
- 1.4 Guild Representatives** - The City will recognize two (2) Guild Representatives to represent the employees of the bargaining unit. The Guild agrees to notify the City of the duly accredited representative of the Guild immediately upon their election or appointment.
- 1.5 Conduct of Guild Business** - No Guild member shall conduct any Guild business on the City's time unless authorized by the City.
- 1.6 Guild Access** - Authorized agents of the bargaining unit shall have access to the

Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the City's working schedule.

- 1.7 Guild Representatives** - The Guild Representatives shall be granted leave from duty with pay for negotiation sessions with management that occur during the representative's regular work shift. For meetings that take place at a time during which such a member is not scheduled to be on duty, the time shall be non-compensatory.

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ARTICLE 2 - GUILD MEMBERSHIP

~~2.1 To the extent permissible by law it shall be a condition of employment that all employees of the Employer covered by this Agreement (see Article 1.1) who are members of the Guild in good standing on the effective date of this Agreement shall remain in good standing, and those who are not members in good standing on the effective date of this agreement shall become and remain members in good standing in the Guild. It shall also be a condition of employment, to the extent permissible by law that all employees covered by this Agreement (see Article 1.1) and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Guild.~~

~~2.2 To the extent permissible by law it shall be a condition of employment for all employees of the Employer covered by this Agreement (see Article 1.1) to pay to the employees' exclusive bargaining representative an amount of money equal to that paid by other employees in the bargaining unit who are members of the Guild, which shall be limited to an amount of money equal to the Guild's regular and usual initiation fees and its regular and usual dues. For present employees, such payments shall commence thirty one (31) days following the effective date of this Agreement, and for new employees the payment shall start thirty one (31) days following the date of employment; provided, however, that in the event an employee has a bona fide religious objection to the payment of fees and dues necessary for Guild membership, he/she may comply with RCW 41.56.122.~~

2.1 The City agrees that, upon receipt from the Guild of a voluntary written authorization of any employee covered by this Agreement, it shall deduct from the pay of the employee the monthly dues as certified by the Secretary of the Guild and transmit such amounts to the Guild. If the Employer receives a request for authorization of deductions directly from an employee, the Employer shall as soon as practicable forward the request to the Guild. An employee may stop paying Guild dues by submitting a written request to the guild in accordance with the terms and conditions on the authorization. The City shall stop deducting dues within 30 days of the receipt of a request to stop deducting dues.

2.2 The Guild and each employee authorizing the assignment of wages for payment of Guild dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

ARTICLE 3 - ADDITIONS TO AGREEMENT

- 3.1 In the event the City and the Guild mutually agree that, due to unforeseen circumstances, an emergency exists as to the administration of any section of this Agreement, then those sections affected by such emergency situation may be reopened to further negotiations for the purpose of solving such emergency. Any agreements so negotiated shall become part of this Agreement.

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ARTICLE 4 - GRIEVANCE PROCEDURE

- 4.1 "Grievance", as used herein, shall mean any dispute or controversy that may arise over the interpretation or application of an express provision of the Agreement.
- 4.1.1 **Step One** - Within fifteen (15) calendar days of knowledge of the occurrence or the situation, condition or action giving rise to an alleged employee grievance, the employee affected or a Guild representative shall present the grievance, in writing, to the Chief of Police. The written grievance shall contain the specific contract violation, the relevant facts and the remedy sought. The Chief of Police shall provide a written response to the employee or Guild representative within fifteen (15) calendar days of receipt of the grievance.
- 4.1.2 **Step two** - If a satisfactory settlement is not reached, the written grievance shall be presented to the Mayor or the Mayor's designated representative within fifteen (15) calendar days of receipt of the Chief's decision. The Mayor or designee, shall schedule a meeting within fifteen (15) calendar days for the purpose of hearing the grievance and shall render a written decision within fifteen (15) calendar days after hearing the grievance.
- 4.1.3 **Step Three** - If a satisfactory settlement is not reached in Step Two; either party may submit the matter to arbitration within twenty (20) calendar days following the completion of Step Two.
- 4.2 **Arbitrator** - Should the parties be unable to agree upon an arbitrator, they shall request a list of seven (7) Arbitrators with offices in Oregon and/or Washington from the Public Employment Relations Commission. The parties shall alternatively strike names until one (1) name remains on the list. The remaining person shall be the arbitrator. The order of striking name shall be determined by a coin toss.
- 4.2.1 The decision of the arbitrator shall be final and binding on both parties; provided, however, the arbitrator shall have no power to add to, subtract from or alter, change, or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- 4.2.2 Each party shall bear the cost of its own representation and presentation of their case. All other expenses incident to the arbitration shall be divided equally.
- 4.3 **Time Limits** - At any step of the procedure time limits may be extended by mutual written agreement of the parties.
- 4.4 **Election of Remedy** - Should the affected employee wish to appeal disciplinary action, the employee may file a petition with the Civil Service Commission in accordance with

the rules of the Commission. Such petition to the Civil Service Commission waives all rights of appeal through the grievance procedure.

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ARTICLE 5 - CIVIL SERVICE LAW

- 5.1 Unless the intent is clearly expressed to the contrary, the benefits under this Agreement and under the Civil Service Ordinances and regulations adopted by the City or the City Civil Service Commission shall be cumulative. In cases where a provision is not clearly specified within this Agreement, the Civil Service Commission Rules shall govern.

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ARTICLE 6 - DISCRIMINATION

- 6.1 Any employee member of the Guild acting in any official capacity whatsoever shall not be unlawfully discriminated against for his or her acts as such Officer of the Guild, so long as such acts do not interfere with the conduct of the City's business; nor shall there be any unlawful discrimination against any employee because of Guild membership or activities.
- 6.2 The Guild recognizes the city as an equal opportunity employer and agrees with the City's policy of non-discrimination because of race, age, sexual orientation, religious creed, color, national origin, ancestry, sex, marital status or mental, physical or sensory disability.

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ARTICLE 7 - DISCIPLINARY ACTION

7.1 The City may discharge or suspend any employee for just cause. Just cause is defined in City Ord. 1055, BUCKLEY Code 2.44.130.

2.44.130 Cause for Disciplinary Action. Any of the following are declared to be cause for disciplinary action against a member of the classified service by the appointing authority or his delegate. This list is not intended to be all-inclusive:

- (1) Incompetency, inefficiency, inattention to, or dereliction of, duty;
- (2) Insubordination;
- (3) Dishonesty, intemperance, immoral conduct, discourteous treatment of the public or a fellow employee.
- (4) Mental or physical unfitness for the position which the employee holds;
- (5) Commission of a felony or of an offense involving the use of intoxicants and/or drugs; provided, however, proof of commission of any of these acts shall be by preponderance of the evidence and not beyond a reasonable doubt;
- (6) Drunkenness or use of intoxicating liquors, narcotics, or any other habit-forming drug, liquid, or preparation, to such an extent that the use thereof interferes with the efficiency or mental or physical fitness of the employee, or which precludes the employee from properly performing the function and duties of any of his position;
- (7) Acceptance for personal use of a fee, gift, or other valuable thing in the course of work, when given in the hope or expectation of receiving a favor or better treatment than that accorded the public generally;
- (8) Such other conduct as would show the alleged offender to be unsuitable for the position held.

7.2 Any employee may request an investigation of his discharge or suspension or any warning notice. Any such protest shall be presented to the City Mayor in writing within fifteen (15) calendar days after the discharge, suspension or warning notice; if a written protest is timely received, then the procedure set forth in Article 4 shall be followed with regard to such protest; provided, however, in the case of suspension or discharge there shall be no right to continue working during the period of suspension, or after discharge while the

protest is being processed. The employee may choose to appeal a suspension to the Civil Service Commission rather than utilize the procedure set forth herein.

7.2.1 Disciplinary Actions - Disciplinary action shall include only the following:

- a. Verbal Reprimand
- b. Written Reprimand
- c. Suspension without Pay
- d. Demotion
- e. Discharge

Disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense.

7.2.2 Guild and Employee Rights - The Guild shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for a verbal reprimand or written reprimand, and except for employees serving an initial probationary period who are discharged.

7.2.3 The suspect employee and the Guild shall be entitled to Guild representation and/or legal representation at all meetings attended by the suspect employee where discipline is being considered for that suspect employee.

7.3 Notice and Opportunity to Respond - Upon reaching the conclusion that just cause exists to discipline an employee with a suspension without pay, or a demotion, or discharge, the Chief of Police or his designee shall provide the employee and the Guild with the following prior to the administration of discipline:

- a. A copy of all materials a part of or related to the investigation upon which the allegation(s) or charge(s) are based;
- b. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated and how these were violated;
- c. What disciplinary action is being considered.

7.3.1 Employee's Response - The affected employee and the Guild shall have the opportunity to respond to the allegation(s) or charge(s) in writing, normally within forty-eight (48) hours of receiving the information and materials provided by the City in Section 7.3 above and to do so prior to the Pre-Disciplinary meeting, provided the Guild may request a reasonable extension of time to respond, which request will not be unreasonably denied by the Chief or his designee.

7.3.2 Pre-Disciplinary Meeting - An opportunity to respond to the allegation(s) or charge(s) shall occur at a Pre-Disciplinary meeting conducted and presided over by the Chief of Police or his designee, who shall have the authority to impose or to recommend the

proposed disciplinary action. Reasonable advance notice of this meeting, its time and place shall be given the employee and the Guild. This meeting shall be informal. The employee shall be given reasonable opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

7.3.3 City's Decision - Within a reasonable time, but not beyond forty-five (45) calendar days from the date of the Pre-Disciplinary meeting, the Chief of Police or his designee shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed appropriate.

7.4 Investigative Interviews/Internal Affairs Investigations - The interview of a suspect employee concerning action(s) or inaction(s) which, if proved, could reasonably lead to a suspension without pay, demotion, or discharge for that employee, shall be conducted under the following conditions and procedures:

- a. If an employee is considered a suspect, at a reasonable time in advance of the investigative interview, the suspect employee shall be informed in writing, with a copy to the Guild, of the nature of the investigation; the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with a Guild representative and/or legal representative will be afforded prior to the interview.
- b. The requirements of Section 7.4.a of this Section 7.4 shall not apply if (1) the suspect employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) in the discretion of the Chief or his designee, notices to the suspect employee would jeopardize the administrative investigation.
- c. The suspect employee shall have the right to have a Guild representative present during any interview which may reasonably result in a suspension without pay, demotion or discharge of the suspect employee. The opportunity to have a Guild representative present at the interview or the opportunity to consult with a Guild representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the suspect employee in the absence of a Guild representative, but during the interview the suspect employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the suspect employee shall be allowed a reasonable time in which to obtain a Guild representative.
- d. To the extent reasonably possible, all interviews under this Section shall take place at Police Department facilities.

- e. The City may schedule the interview outside of the employee's regular working hours; however, in that event the appropriate overtime rate and/or irregular hours payment shall be made to the employee.
- f. The employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.
- g. The employee shall not be subject to coercion, nor shall interrogator(s) make promises of rewards or threats of harm as inducements to answer questions.
- h. During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.
- i. All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the City from questioning the employee about information that is developed during the course of the interview.
- j. If the Police Department tape records the interview, a copy of the complete tape recorded interview of the suspect employee, noting the length of all recess periods, shall be furnished to the employee upon the suspect employee's written request. If the interviewed suspect employee is subsequently charged with misconduct, upon the written request of the suspect employee or the Guild, the City shall provide a complimentary copy of any tapes to the Guild on behalf of the employee.
- k. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.
- l. The employee and the Guild shall be advised within a reasonable period of time, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.
- m. This Article is not intended to limit the Police Department's ability to conduct a fair and comprehensive investigation nor impose unreasonable time limits upon the conduct of such investigation.

ARTICLE 8 - BULLETIN BOARDS

- 8.1 The employer agrees to provide suitable space for the bargaining unit to use as a bulletin board. Postings by the bargaining unit on such boards shall be confined to official business of the bargaining unit that is of a non-political, non-inflammatory nature. The Guild shall provide a copy of all postings to the Employer at least two (2) hours prior to posting, unless approved for immediate posting by the Chief of Police. The Guild will remove all dated material. All costs incident to preparing and posting the Guild material will be borne by the Guild, and the Guild will be responsible for maintaining its portion of the bulletin board in an orderly and neat fashion.

ARTICLE 9 - EXTRA AGREEMENTS

- 9.1 The Employer agrees not to enter into any agreement or contract with the employees, individually or collectively, which is inconsistent with the terms of a collective bargaining agreement then in effect.

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ARTICLE 10 - HOLIDAYS

10.1 The Employer shall recognize the following days as holidays;

New Year's Day	Thanksgiving Day
Martin Luther King, Jr. Day	Day after Thanksgiving Day
Presidents' Day	Christmas Day
Federal Memorial Day	Plus two floating days to be
Independence Day	specifically and mutually agreed
Labor Day	to between each employee and
Federal Veteran's Day	the Chief of the Department.

10.1.1 ~~Effective January 1, 2017, all~~ All regular status employees are entitled to a ten (10) hour paid holiday on the aforementioned days.

10.2 Holidays worked will be compensated for in the year earned by compensatory time off to be scheduled by mutual agreement of the employee and the Chief of the Department. However, if scheduling does not permit, such compensation may be carried over, but not to exceed six (6) such days. In addition employees will receive 1/2 hour of straight time for every hour worked from 0001 to 2400 hours on the day of the Holiday.

ARTICLE 11 - WAGES

- 11.1 Wages shall be as set forth in Appendix A to this Agreement.
- 11.2 **Out-of-Class Pay** – Employees required by the Chief or designee to accept the responsibilities and carry out the duties of a position or rank above that which he or she normally holds shall be paid at the rate for that position's rank at the minimum step level within that rank that results in an increase from their normal salary of at least 2.5% while so acting. However, such person shall not be paid in the higher wage classification until the employee has worked three (3) consecutive work days at the higher classification. If any such employee works the above amount or more at the higher classification, he/she shall be paid the proper pay scale beginning with the first day so assigned.

ARTICLE 12 - EDUCATIONAL INCENTIVE AND PREMIUM PAYS

12.1 **Educational Increment** - Employees shall receive an educational increment of eighty five dollars (\$85) per month for an AA degree with a Police Science or Criminology major, an educational increment of one hundred forty five dollars (\$145) per month for a BA/BS degree with Police Science or Criminology major and an educational increment of one hundred eighty dollars (\$180) per month for an MA/MS degree; provided that the employee may receive one educational increment at a time, and also provided that the employee submits to the Employer adequate proof of having received such degrees within sixty (60) days of degree completion or within sixty (60) days of date of employment. The Chief of Police may consider degree programs other than Police Science or Criminology as qualifying for the educational increment if the Chief of Police determines that the college degree major is beneficial to the City and is related to skills needed by the department.

12.2 **Educational Incentive** - In order to encourage the covered employees to further their education the Employer shall reimburse the employee for certain expenses incurred in so doing. If the Chief of Police determines that a college accredited course an employee wishes to take on the employee's off duty time (the employee will not be paid for the time spent on educational programs attended pursuant to the terms of this paragraph) related to skills needed by the department or to further the employee's advancement within the department, then tuition and book expense associated with the class will be paid by the City, provided, however, the employee must provide a copy of his/her transcript showing that he/she received at least a 2.5 grade point in the course, based upon a 4.0 scale. Provided, further if the employee is reimbursed for the books purchased to take the authorized class, then the books shall belong to the police department and shall be delivered to the Chief at the time reimbursement is made.

12.3 **Field Training Officer/Specialty Pay –**

Field Training Officer – Any member assigned by the Chief to an FTO status for at least 4 shifts in one month a 12 week or longer period of training shall receive an additional four percent (4%) FTO pay for the month assigned. ~~to his/her base pay for the duration of the assignment.~~ An FTO assigned to remedial training of one week or longer shall receive the four percent (4%) FTO pay on a weekly basis for the duration of the assignment.

Specialty Pay – Any member who is assigned to any of the following specialty assignments/teams by the Chief of Police shall be entitled to specialty pay: Meth Lab Team, SWAT, K-9, Commercial Vehicle Enforcement, Drug Recognition Expert (DRE), Emergency Vehicle Operations Course (EVOC) Instructor, Firearms Instructor, Defensive Tactics Instructor, Collision Investigation Officer (Advanced or Reconstructionist), and Property Room.

The Chief will assign at least one member annually to each of the following specialty

assignments as long as there is a qualified candidate: Commercial Vehicle Enforcement Officer, Firearms Instructor, and Advanced Collision Investigation Officer (Advanced or Reconstructionist).

Additionally, employees may be assigned by the Chief to one or all the above mentioned specialty assignments, duties or teams listed above at the same time while employed by the City. However, an employee shall only be entitled to collect the “full monthly stipend” for one assignment, duty or team according to the schedule in Table 12.3A below. Employees involved/assigned to more than one specialty assignment, duty or team will be eligible to collect a partial additional stipend per month for the second assignment/certification according to the schedule in Table 12.3A below. Employees will not be eligible for any additional compensation, according to Table 12.3A below, other than the initial “full stipend” and the second “partial” stipend regardless of the number of specialty assignments, certifications, duties or teams they are involved with. A detective who is currently on a CRU assignment will receive an additional 1.5% in lieu of the 2.5% provided for in Table 12.3A, provided that if a detective is assigned to any another specialty assignment, the detective would be eligible for specialty pay of 2.5% as though it were the first such assignment.

Table 12.3 A.

	Specialty Team Pay/Month	Special Duty Pay/Month	Secondary Assignment Team/Duty Pay/Month
2014 2020	2.5% of current step of patrol base pay	2.5% of current step of patrol base pay	1.5% of current step of patrol base pay

12.4 Longevity – Beginning January 1, 2012 longevity pay shall be added to each employee’s base monthly pay according to the following schedule:

Table 12.4 A

Years continued employment	Longevity pay in addition to normal monthly base pay
10 – 14 years	\$65.00 \$70.00 per month
15 – 19 years	\$92.00 \$97.00 per month
20 – 24 years	\$120.00 \$125.00 per month
25 years and above	\$150.00 \$170.00 per month

Longevity pay for each employment interval shall begin on the anniversary date that the employee enters into the specific longevity category. Example: An employee begins to receive longevity pay of \$~~65~~70.00 per month in the 10-14 year category on the first day of entering their 10th year of service to the City.

ARTICLE 13 - PROBATIONARY PERIOD

- 13.1 **Probationary Period** - The probationary period shall be eighteen (18) months from date of hire, during which time there must be successful completion of the Police Academy. A probationary employee is terminable-at-will.

In the event that the employee is ill, disabled, on maternity leave or otherwise unable to perform his/her duties for a significant period of time during the probation period, the probationary period of one year may be extended by the length of time which an employee is absent from work. A significant absence shall be any absence in excess of 20 calendar days during the year.

ARTICLE 14 - SMALL ARMS QUALIFICATION

- 14.1 **Small Arms Qualification (Duty Weapon)** - In the event that a patrolman fires a score of eighty (80) or less on the quarterly firearms qualification course (as prescribed by the Chief of Police), he shall be required to take another test within fifteen (15) days. Should he fire a score of eighty (80) or less the second time, the patrolman shall be placed on suspension without pay until such time as he/she successfully completes the test.

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ARTICLE 15 - SICK LEAVE

- 15.1 Each employee shall accrue sick leave at the rate of eight (8) hours sick leave for each calendar month the employee works, not to be taken until after six (6) months, and vacation time shall count as time worked. Those employed prior to the 15th of the month will be credited sick leave in the month employed. The employee may accrue a maximum of one thousand seven hundred and sixty (1760) hours total sick leave. Upon termination from City employment for any reason other than for cause, twenty-five percent (25) of unused sick leave shall be paid to an employee. Employees shall be eligible for this benefit as a result of voluntary separation or involuntary layoff but shall not be eligible if terminated for cause. Compensation shall be based upon the employee's salary at the time of separation.

Upon retirement from the City twenty five percent (25%) of the unused sick leave shall be paid to the retiring employee as a lump sum payment. The retiring employee may elect to have the value of the sick leave compensation remain on account with the City to be used towards the payment of monthly medical/dental premiums that result from continued enrollment with the City's insurer through COBRA, or some other eligible plan. Under this option the City shall increase the amount of compensation for sick leave payment from twenty-five (25) percent to thirty-five (35) percent.

Upon the non-duty related death or permanent disability of an eligible "covered" employee of the City, a sum equal to fifty percent (50%) of the unused sick leave shall be paid to the employee in the case of disability or to the legal beneficiaries in the case of non-duty related death.

Upon the duty related death of an eligible "covered" employee of the City, a sum equal to one-hundred percent (100%) of the unused sick leave shall be paid to the legal beneficiaries of the employee.

- 15.1.1 ~~Effective January 1, 2017 the provision of 15.1 that deals with sick leave compensation at retirement shall be modified to read as follows:~~

Upon retirement from the City unused sick leave shall be paid to the retiring employee as a lump sum payment according to the schedule in Table 15A below.

Accrued Sick Leave Payout for Retirement Purposes		
Accrued Hours	Lump Sum Payment	COBRA or HRA Account
0 – 750 hours	25% 40%	35%
751 – 1760 hours	50% 60%	60%

~~The retiring employee may elect to have the value of the sick leave compensation remain on account with the City to be used towards the payment of monthly medical/dental~~

~~premiums that result from continued enrollment with the City's insurer through COBRA, or some other eligible plan. Under this option the City shall increase the amount of compensation for sick leave payment according to the schedule in Table 15A above.~~

- 15.2 The Employer may require a doctor's verification of illness should an employee request sick leave for two (2) or more continuous shifts.
- 15.3 **Use of Sick Leave** - Sick leave may be used for any of the following reasons and purposes:
- (a) Personal illness or incapacity of the employee
 - (b) Forced quarantine of the employee by a public health official
 - (c) As set forth in RCW 49.12.270, family leave
 - (d) Preventative health care of the employee
 - (e) An illness, injury or preventative health care of an immediate member of the employee's family which requires the employee's attendance subject to the City's Personnel Policy & Procedures Manual

ARTICLE 16 - OTHER LEAVES

- 16.1 Leave of absence without pay may be granted under the provisions of Rule XIV, Section 1 of the City of Buckley Civil Service Rules and Regulations for the Police Department.
- 16.2 The Employer may require that an employee undergo a fit for duty evaluation. The employee may be placed on Administrative leave with pay until the fit for duty evaluation is complete.

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ARTICLE 17 - FAMILY ILLNESS OR BEREAVEMENT LEAVE

- 17.1 Leave shall be granted upon request to an employee up to a maximum of five (5) days per calendar year with pay when absence from work is required because of serious illness or death of a member of the immediate family.
- 17.2 Immediate family of the employee shall be defined as his/her spouse, son, daughter, parents, mother-in-law, father-in-law, sister, brother, grandparents or any other relative to the first degree of relation to the employee. Family illness and bereavement leave cannot be accumulated.
- 17.3 An employee may request two (2) additional days' leave for extended travel in conjunction with family illness and bereavement leave if extended travel is required. This request must be approved by the Chief of Police and will be charged against accrued sick leave, vacation leave, holiday leave or compensatory time. If no time off has been accrued, then said leave shall be without pay.

ARTICLE 18 - VACATION

- 18.1 Each employee shall be entitled to vacation upon the anniversary date of their employment with the City, and it shall be taken as follows:

One Year	12 days
Two years	13 days
Three and four years	14 days
Five and six years	15 days
Seven and eight years	16 days
Nine and ten years	18 days
Eleven and twelve years	19 days
Thirteen and fourteen years	20 days
Fifteen years	22 days
Twenty years	25 days

- 18.1.1 Annual vacation shall accrue at one-twelfth (1/12) the annual accrual for each month of service.
- 18.2 Each employee's vacation shall be taken at a time mutually agreed to between the employer and employee.
- 18.3 Should an employee leave for any reason, he/she shall be paid for all accrued and unused vacation days through the month preceding that in which the employee leaves, based on the hourly wage at the time of leaving. A "month" shall be defined as one twelfth (1/12) of the anniversary year. A "day" shall be defined as an eight (8) hour work day within any twenty-four (24) hour period.
- 18.4 Vacations will be used in the year that such days are credited to the employee as mutually agreed to. However, such vacation time may be carried over into the next year, but not to exceed a total of two-hundred and sixty (260) hours, unless scheduling of personnel doesn't allow full use of vacation time. Written request and verification of scheduling conflicts shall be submitted to the City by the Chief of Police.
- 18.5 Employees may elect to take a portion of their annual carryover balance of vacation time in cash as opposed to taking the time off. The Salary Schedule will be used to determine the hourly rate of when the time was earned and the employee will be paid that equivalent in cash. The employee may exercise the option to buy back vacation hours up to two times in each calendar year. The employee may elect to buy back up to forty (40) hours in June and forty (40) hours in December or the full eighty (80) hours in December. The decision to exercise the option must be made and submitted to the Finance Director prior to May 30 for a June buy back or November 30 for a December buy back. The buy/back payment(s), if chosen, will occur in June and/or December of the year in which the request is submitted. The maximum hours that may be exercised for vacation buy-back is eighty (80)

hours in any calendar year, on an hour for hour basis.

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ARTICLE 19 - UNIFORMS

19.1 The City shall implement a quartermaster system for uniforms. All new employees to which this Agreement applies shall be issued a complete uniform at the time of hire. The employees will turn into the Chief any part of the uniform that is worn out or otherwise not fit for duty use. The Chief shall then provide for the issuance of a replacement. The Chief shall determine what items will be considered as part of the uniform and each employee and the Guild shall receive a copy of the uniform list. The list may be changed at the Chief's sole discretion. However, if new items are added that are not part of the department uniform at the time this Agreement is executed, then the Employer will be responsible for issuing the new items. With regards to the items of clothing the Chief, in his sole discretion, may change the type and styling of the uniforms but shall not decrease the number of pieces of clothing to be made available to the officers under the quartermaster system. All uniforms shall be and remain City properties and shall be returned upon employment termination.

19.2 Department patches will be supplied for each uniform shirt, coat, sweater and jumpsuit.

19.2.1 K-9 Officer's Uniform

Same as Patrol Officers Uniform, EXCEPT:

Jumpsuits as needed
 Shirt - 1 summer 1 winter
 Trousers - 1

19.2.2 Patrol Officer's Uniform

Hat - 1
 Neck Tie - 1
 Neck tie Clasp - 1
 Collar Brass - 2
 Shirt - 2 summer 2 winter
 Trouser - 3; Probationers -2
 Underbelt - 1
 Utility Belt - 1
 Weapon Holster - 1
 Double Ammunition Pouch -1
 Handcuff Case - 1*
 Handcuffs - 1*

*Officer's option to have a second case and second handcuff.

Knife Case - 1 at officer's option
 Knife - 1 at officer's option
 Chemical Agent Holster - 1 as authorized

Flashlight Ring - 1
 Key Keeper - 1
 Belt Keepers - 4
 Shoes - 1 pr
 Boots - 1 pr
 Ballistic Proof Vest - 1
 Coat - 1
 Uniform Badge - 2
 Portable Radio Holder - 1
 Portable Radio Charger - 1
 Portable Radio - 1
 Flashlight - 1
 Flashlight Charger - 1
 Duty Weapon - 1
 Name Tag - 2
 Gloves - 1 pr
 Jumpsuit - 1
 Sweater - 1
 Chemical Agent - 1 as authorized
 Duty Ammunition - 50 rounds

19.3 **Cleaning Allowance** - Employees hired prior to June 1, of any contract year shall receive ~~one-hundred twenty-five dollars (\$125.00)~~ ~~seventy-five dollars (\$75.00)~~ each year to defray the expense of cleaning the clothing portion of the uniform.

19.3.1 ~~Effective January 1, 2017 the cleaning allowance per employee shall increase from seventy-five dollars (\$75.00) to one hundred twenty-five dollars (\$125.00) each year.~~

19.4 The Employer will issue a service side arm to each employee that is required to carry a firearm as a condition of employment. Employees shall carry an Employer issued duty weapon while on duty. The employee shall maintain the weapon in good working order and shall return it to the Employer when requested.

19.5 All departmental uniforms issued to members shall be maintained in proper order. Should it be determined that equipment is damaged, lost, stolen or becomes unusable as a direct result of negligence on the part of the employee, that individual may be held financially responsible for all, or a portion of, the replacement or repair costs. Negligence in this regard will be any gross or deliberate disregard for the care or custody of the equipment involved.

ARTICLE 20 - HEALTH AND WELFARE

20.1 **Health and Welfare** - The Employer agrees to make contributions, as set forth in succeeding sections, for employee healthcare coverage. These contributions shall be made in behalf of every employee covered by this Agreement who was compensated eighty (80) or more hours in the preceding month.

20.1.1 **Medical** - The Employer shall pay 90% of the cost of premiums required to maintain the medical and vision benefits under Plan ~~Aactive~~Active medical composite rates for the employee, spouse and dependents, offered by the LEOFF Trust ("").

20.1.2 **Dental** - Effective July 1, 2002, participation in the Washington Dental Service Plan E and Orthodontia Rider Plan IV shall commence. Employer shall pay 90% of the cost of premiums to maintain participation in the Washington Dental Plan for the employee, spouse and dependents.

20.1.3 **Employee Healthcare Contribution** - Beginning January 1, 2012 employees shall begin contributing 10% of the cost of premiums through payroll withdrawal to maintain current levels of healthcare coverage. All insurance premiums will be subject to applicable payroll taxes as required by the Internal Revenue Service.

The City will not provide duplication of health care coverage to an employee who is married to another employee of the City. One spouse may be named as the policy holder and the other as a covered spouse; OR each may be a policy holder, but in that case neither may be listed as a covered spouse.

20.1.4 **Health Retirement Account (HRA) Contribution** – Pursuant to the term of this Agreement the Employer will initiate a change in healthcare benefit provider from UBET to LEOFF Trust. In conjunction with this the Guild shall work with LEOFF Trust to identify and activate a Health Retirement Account (HRA) for the Guild employees. It is anticipated that these changes will occur and become effective July 1, 2016. Within 30 days of notification and verification of this change the Employer will deposit \$1,500 in individual HRA accounts established for each Guild employee to assist with additional out-of-pocket expenses resulting from this benefit change.

In addition the Employer agrees to make annual contributions to each employee's HRA account according the schedule in the Table below.

HRA Contribution	City Contribution Amount/Employee
January, 2017 <u>2020</u>	\$1,000 <u>1,100</u>
January, 2018 <u>2021</u>	\$1,000 <u>1,150</u>
January, 2019 <u>2022</u>	\$1,000 <u>1,200</u>

- 20.2 The Employer shall pay ninety percent (90%) of the premiums set forth above through the term of this Agreement.
- 20.3 Early Retirement Incentive Program (ERIP). Guild employees shall be eligible for the Employer's ERIP pursuant to Section 6.20 of the Personnel Policies and Procedures Manual.

This program is subject to funding by the City Council in the annual budget and the City retains the right to designate the number of positions to fund annually and the right to deny an application or delay its effective date in the best interests of the City. The City may, in its sole discretion terminate the program at any time or, suspend it for any fiscal year, if insufficient funding is provided in the budget, provided however that such suspension shall not impact the rights or benefits of any employee who has retired under the program in a prior fiscal year.

ARTICLE 21 - HOURS OF WORK AND OVERTIME

- 21.1 Employees defined as "any employee in law enforcement activities" as set forth in 29 CFR, 553.211 shall receive overtime compensation for all hours worked in excess of one hundred sixty hours (160) in any twenty-eight (28) day work period. Overtime opportunities shall be offered on a seniority basis, regardless of leave status, for each opportunity unless priority or specialized training is required. Employees shall be offered overtime through a reasonable effort to contact and offer the employee the overtime opportunity. For purposes of this provision reasonable shall be defined as one attempt to contact the employee at the emergency contact number provided the City by the employee. Employee's that are contacted for overtime on a seniority basis, but because of their status are unable to report for duty at the given time and place are considered to be ineligible for the overtime. Seniority assignment does not apply to officers held over to finish work from their shift. Employees are eligible for overtime coverage for jail staff shifts on a seniority basis per the discretion of the Chief of Police.
- 21.1 **Callback** - Employees called back after the completion of a regular work shift or immediately preceding a regular work shift shall be guaranteed three (3) hours at their applicable straight time rate of pay.
- 21.2 Standby practice is not to be used.
- 21.3 **Work Schedule** - A tentative work schedule shall be posted five (5) days prior to shift change and, when such change is made, the posted schedule shall remain in effect for not less than twenty-eight (28) nor more than ninety (90) days.
- 21.4 **Shift Exchanges** - Exchanging shifts and voluntary shift changes between employees will be allowed, provided such changes are approved in writing prior to the shift by their immediate supervisor, Police Chief or his/her designee. In addition, the Employer shall maintain records of all time traded by the employees and the time traded must be paid back to the employee taking the shift within sixty (60) days from the date of the traded shift. All Exchanged shifts or voluntary shift changes shall not be considered overtime hours worked or be used in overtime computation unless overtime shifts are being exchanged.
- 21.5 **Court Time** - Employees shall be paid at the rate of one-and-one-half (1 ½) times their applicable hourly wage for any duty-related municipal, district or civil court appearance during off-duty time, with a guaranteed minimum of two (2) hours overtime. Juvenile and Superior Court, and Department of Licensing Hearing appearances, when required off duty, will be paid at the rate of one-and- one-half (1 1/2) times their applicable hourly rate from one (1) hour before subpoena time to time of release each day. The City will only pay overtime to an employee for a civil service hearing if the employee receives a subpoena from the City, or if subpoenaed by the individuals for whom the Civil Service Hearing is for, if it regards an event or incident that is related to department duties. In

addition, employees will reimburse the City for all moneys received as compensation for subpoenaed appearances and witness fees paid to the employees by the court or any other party, when the employees are also paid by the City pursuant to this section.

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ARTICLE 22 - EMPLOYER RIGHTS

- 22.1 The Guild recognizes that the City possesses the sole right, authority and responsibility to operate and direct the bargaining unit employees of the Police Department in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this agreement, or any predecessor agreements, except as modified by this Agreement. Subject to the City's obligation to bargain pursuant to RCW 41.56 et seq., which rights include, but are not limited to:
- 22.1.1 The right to determine its mission, policies and all standards of service offered to the public;
 - 22.1.2 To plan, direct, schedule, control and determine the operations or services to be conducted by the bargaining unit employees of the Police Department;
 - 22.1.3 To determine the methods, means and number of personnel needed to carry out the departmental operations and services. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, but nevertheless, it is intended by both parties that all such duties shall be performed by the Employee;
 - 22.1.4 To direct the work force;
 - 22.1.5 To hire and assign or to transfer employees within the Department or police related functions;
 - 22.1.6 To promote, demote, suspend, discipline or discharge employees for just cause except for probationary employees, who can be terminated without cause;
 - 22.1.7 To lay off or relieve employees of duty for lack of work or funds or because of the occurrence of conditions beyond the control of the City, or where continuation of work would be wasteful and unproductive in the sole opinion of City officials;
 - 22.1.8 To make, publish, and enforce rules and regulations including reasonable rules pertaining to secondary employment;
 - 22.1.9 To introduce and use new or improved methods, equipment or facilities;
 - 22.1.10 To contract for goods;
 - 22.1.11 To take any and all actions that may be necessary to carry out the mission of the City and the Police Department in situations of civil emergency or Marshall law.

- 22.2 If, in the sole discretion of the Mayor, or other authorized City representative, it is determined that a civil emergency or Marshall law condition exists, including, but not limited to, riots, civil disorders, tornado conditions, floods, accidents or other similar situations, the provisions of this Agreement may be suspended by the Mayor or his designee. It is agreed that the processing of any grievance occurring during this activity beyond Step A of the grievance procedure shall be delayed until a time when this condition or the results of the condition no longer hamper normal business activity.

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ARTICLE 23 - PERFORMANCE OF WORK

- 23.1 The Guild and the City agree that the public interest requires the efficient and uninterrupted performance of emergency service. To this end the Guild and the City pledge their best efforts to avoid or eliminate any conduct contrary to this objective.
- 23.2 The Guild and the City agree that during the life of this Agreement the Guild will not cause, encourage or participate in any strike (including strike picketing), slow down, walk out or work stoppage. Nothing in this agreement shall prohibit political activity of individual members, or the Guild as prescribed in RCW 41.06.250. During the term of this Agreement, the City shall not cause, permit, or engage in any lockout of its employees.
- 23.3 In the event of a strike (including strike picketing), slow down, walk out or work stoppage, the Guild shall within twenty four (24) hours, issue a public statement disavowing such action and requesting the employees to return to work. A copy of this statement will be simultaneously supplied to the City. The Guild shall also make every effort to bring about the resumption of normal operations. Within twenty four (24) hours after the commencement of a strike (including strike picketing, slow down, walk out or work stoppage), the Guild shall advise the City in writing of their effort to resume normal operations.
- 23.4 Failure by the Guild to comply with the provisions of this Article shall be cause for the City to terminate this Agreement, in addition to other remedies that may be available; in such a case, the City will give written notice to the Guild President. Failure to respond to the Guild's request to return to work by an individual's work shift shall cause disciplinary action to be taken. This action may include suspension or immediate dismissal. The sole question which may be processed through the grievance and arbitration procedure in the event of discipline or discharge for violation of this Article is whether in fact the employee did violate this Article.
- 23.5 No individual shall receive any portion of his/her salary or benefits as provided by the Employer and in accordance with the applicable law while engaging in activities in violation of this Article.
- 23.6 **Drug and Alcohol Free Work Place** - The parties shall endeavor to maintain a drug free work place. Refer to City Resolution No. 89-6.

ARTICLE 24 - SAVINGS CLAUSE

- 24.1 If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Article and Section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the parties agree to be bound by the position of a tribunal of competent jurisdiction or a tribunal agreed to by the parties.

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ARTICLE 25 - NOTICE TO OTHER PARTY

- 25.1 This Agreement shall remain in full force and effect during the period noted in the preamble of this Agreement. Either party may request that negotiations be opened for a successor contract and a mutually acceptable meeting date shall be set.

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ARTICLE 26 - DURATION OF AGREEMENT

26.1 This Agreement shall remain in full force and effect from ~~July~~January 1, ~~2016-2020~~ through December 31, ~~2019~~2022.

SIGNED this _____ day of _____ ~~2016~~2019.

**BUCKLEY POLICE OFFICERS'
GUILD**

BY: _____
Tom Chess, President

CITY OF BUCKLEY

BY: _____
Pat Johnson, Mayor

BY: _____
Dave Schmidt
City Administrator

APPENDIX A
to the
AGREEMENT
By and Between
CITY OF BUCKLEY
and
BUCKLEY POLICE OFFICERS' GUILD

~~JULY-JANUARY 1, 2016-2020~~ through DECEMBER 31, ~~2019~~2022

A.1 The monthly rates of pay for Employees covered by this Agreement shall be as follows:

Police Department Employee Salaries (12.0%)						
(January 1, 2020 to December 31, 2020)						
Classification	0-6 mos	7-12 mos	13-24 mos	25-36 mos	37-48 mos	49+ mos
Patrol	\$5,673	\$5,956	\$6,254	\$6,567	\$6,895	\$7,080
Detective Patrol/Officer	\$5,900	\$6,195	\$6,504	\$6,830	\$7,171	\$7,363
Sergeant	\$6,313	\$6,628	\$6,960	\$7,308	\$7,673	\$7,879
Police Department Employee Salaries (3.0%)						
(January 1, 2021 to December 31, 2021)						
Classification	0-6 mos	7-12 mos	13-24 mos	25-36 mos	37-48 mos	49+ mos
Patrol	\$5,843	\$6,135	\$6,442	\$6,764	\$7,102	\$7,293
Detective Patrol/Officer	\$6,077	\$6,380	\$6,699	\$7,034	\$7,386	\$7,584
Sergeant	\$6,502	\$6,827	\$7,168	\$7,527	\$7,903	\$8,115
Police Department Employee Salaries (3.0%)						
(January 1, 2022 to December 31, 2022)						
Classification	0-6 mos	7-12 mos	13-24 mos	25-36 mos	37-48 mos	49+ mos
Patrol	\$6,018	\$6,319	\$6,635	\$6,967	\$7,315	\$7,511
Detective Patrol/Officer	\$6,259	\$6,572	\$6,900	\$7,245	\$7,608	\$7,812
Sergeant	\$6,697	\$7,032	\$7,383	\$7,753	\$8,140	\$8,359

Paychecks will be issued on the last business day of the month. Draw checks shall be issued on the fifteenth (15th) of the month.

- Draw day on Saturday or Friday holiday – check issued the preceding City-scheduled workday.
- Draw day on Sunday or Monday holiday – check issued the following City-scheduled workday.

SIGNED this _____ day of _____, ~~2016~~2019.

**BUCKLEY POLICE OFFICERS'
GUILD**

CITY OF BUCKLEY

BY: _____
Tom Chess, President

BY: _____
Pat Johnson, Mayor

BY: _____
Dave Schmidt
City Administrator

AGREEMENT

By and Between

CITY OF BUCKLEY

And

BUCKLEY POLICE OFFICERS' GUILD

January 1, 2020 through December 31, 2022

COLLECTIVE BARGAINING AGREEMENT

By and Between
CITY OF BUCKLEY

and
BUCKLEY POLICE OFFICERS' GUILD

JANUARY 1, 2020 through DECEMBER 31, 2022

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AGREEMENT
By and Between
CITY OF BUCKLEY
and
BUCKLEY POLICE OFFICERS' GUILD

JANUARY 1, 2020 through DECEMBER 31, 2022

PREAMBLE

These articles constitute an agreement between the CITY OF BUCKLEY, a political subdivision of the State of Washington, hereafter referred to as the Employer or City and the BUCKLEY POLICE OFFICERS' GUILD, hereafter referred to as the Guild.

ARTICLE 1 – GUILD RECOGNITION

- 1.1 Guild Recognized** - The City recognizes the Guild as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and conditions of employment and the resolution of disputes, as authorized by Washington State Law, for all full-time and regular part-time employees in the classifications listed herein, but excluding all temporary employees (those hired to work for a fixed period of time which is less than nine (9) months), casual, irregular part-time (those scheduled to work less than eighty 80 hours per month), and any employee above the rank of sergeant.
- 1.2 Classification Not Guaranteed** - The classifications or job titles used in this Agreement are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the City.
- 1.3 Negotiations** - The City, for the life of this Agreement, agrees not to negotiate with any other employee organization or its representative on matters pertaining to the wages, hours or conditions of employment for the employees represented by the Guild as stated in this Article.
- 1.4 Guild Representatives** - The City will recognize two (2) Guild Representatives to represent the employees of the bargaining unit. The Guild agrees to notify the City of the duly accredited representative of the Guild immediately upon their election or appointment.
- 1.5 Conduct of Guild Business** - No Guild member shall conduct any Guild business on the City's time unless authorized by the City.
- 1.6 Guild Access** - Authorized agents of the bargaining unit shall have access to the

Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the City's working schedule.

- 1.7 Guild Representatives** - The Guild Representatives shall be granted leave from duty with pay for negotiation sessions with management that occur during the representative's regular work shift. For meetings that take place at a time during which such a member is not scheduled to be on duty, the time shall be non-compensatory.

ARTICLE 2 - GUILD MEMBERSHIP

- ~~2.1 To the extent permissible by law it shall be a condition of employment that all employees of the Employer covered by this Agreement (see Article 1.1) who are members of the Guild in good standing on the effective date of this Agreement shall remain in good standing, and those who are not members in good standing on the effective date of this agreement shall become and remain members in good standing in the Guild. It shall also be a condition of employment, to the extent permissible by law that all employees covered by this Agreement (see Article 1.1) and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Guild.~~
- ~~2.2 To the extent permissible by law it shall be a condition of employment for all employees of the Employer covered by this Agreement (see Article 1.1) to pay to the employees' exclusive bargaining representative an amount of money equal to that paid by other employees in the bargaining unit who are members of the Guild, which shall be limited to an amount of money equal to the Guild's regular and usual initiation fees and its regular and usual dues. For present employees, such payments shall commence thirty one (31) days following the effective date of this Agreement, and for new employees the payment shall start thirty one (31) days following the date of employment; provided, however, that in the event an employee has a bona fide religious objection to the payment of fees and dues necessary for Guild membership, he/she may comply with RCW 41.56.122.~~
- 2.1 The City agrees that, upon receipt from the Guild of a voluntary written authorization of any employee covered by this Agreement, it shall deduct from the pay of the employee the monthly dues as certified by the Secretary of the Guild and transmit such amounts to the Guild. If the Employer receives a request for authorization of deductions directly from an employee, the Employer shall as soon as practicable forward the request to the Guild. An employee may stop paying Guild dues by submitting a written request to the guild in accordance with the terms and conditions on the authorization. The City shall stop deducting dues within 30 days of the receipt of a request to stop deducting dues.
- 2.2 The Guild and each employee authorizing the assignment of wages for payment of Guild dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

ARTICLE 3 - ADDITIONS TO AGREEMENT

- 3.1 In the event the City and the Guild mutually agree that, due to unforeseen circumstances, an emergency exists as to the administration of any section of this Agreement, then those sections affected by such emergency situation may be reopened to further negotiations for the purpose of solving such emergency. Any agreements so negotiated shall become part of this Agreement.

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ARTICLE 4 - GRIEVANCE PROCEDURE

- 4.1 "Grievance", as used herein, shall mean any dispute or controversy that may arise over the interpretation or application of an express provision of the Agreement.
- 4.1.1 **Step One** - Within fifteen (15) calendar days of knowledge of the occurrence or the situation, condition or action giving rise to an alleged employee grievance, the employee affected or a Guild representative shall present the grievance, in writing, to the Chief of Police. The written grievance shall contain the specific contract violation, the relevant facts and the remedy sought. The Chief of Police shall provide a written response to the employee or Guild representative within fifteen (15) calendar days of receipt of the grievance.
- 4.1.2 **Step two** - If a satisfactory settlement is not reached, the written grievance shall be presented to the Mayor or the Mayor's designated representative within fifteen (15) calendar days of receipt of the Chief's decision. The Mayor or designee, shall schedule a meeting within fifteen (15) calendar days for the purpose of hearing the grievance and shall render a written decision within fifteen (15) calendar days after hearing the grievance.
- 4.1.3 **Step Three** - If a satisfactory settlement is not reached in Step Two; either party may submit the matter to arbitration within twenty (20) calendar days following the completion of Step Two.
- 4.2 **Arbitrator** - Should the parties be unable to agree upon an arbitrator, they shall request a list of seven (7) Arbitrators with offices in Oregon and/or Washington from the Public Employment Relations Commission. The parties shall alternatively strike names until one (1) name remains on the list. The remaining person shall be the arbitrator. The order of striking name shall be determined by a coin toss.
- 4.2.1 The decision of the arbitrator shall be final and binding on both parties; provided, however, the arbitrator shall have no power to add to, subtract from or alter, change, or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- 4.2.2 Each party shall bear the cost of its own representation and presentation of their case. All other expenses incident to the arbitration shall be divided equally.
- 4.3 **Time Limits** - At any step of the procedure time limits may be extended by mutual written agreement of the parties.
- 4.4 **Election of Remedy** - Should the affected employee wish to appeal disciplinary action, the employee may file a petition with the Civil Service Commission in accordance with

the rules of the Commission. Such petition to the Civil Service Commission waives all rights of appeal through the grievance procedure.

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ARTICLE 5 - CIVIL SERVICE LAW

- 5.1 Unless the intent is clearly expressed to the contrary, the benefits under this Agreement and under the Civil Service Ordinances and regulations adopted by the City or the City Civil Service Commission shall be cumulative. In cases where a provision is not clearly specified within this Agreement, the Civil Service Commission Rules shall govern.

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ARTICLE 6 - DISCRIMINATION

- 6.1 Any employee member of the Guild acting in any official capacity whatsoever shall not be unlawfully discriminated against for his or her acts as such Officer of the Guild, so long as such acts do not interfere with the conduct of the City's business; nor shall there be any unlawful discrimination against any employee because of Guild membership or activities.
- 6.2 The Guild recognizes the city as an equal opportunity employer and agrees with the City's policy of non-discrimination because of race, age, sexual orientation, religious creed, color, national origin, ancestry, sex, marital status or mental, physical or sensory disability.

ARTICLE 7 - DISCIPLINARY ACTION

7.1 The City may discharge or suspend any employee for just cause. Just cause is defined in City Ord. 1055, BUCKLEY Code 2.44.130.

2.44.130 Cause for Disciplinary Action. Any of the following are declared to be cause for disciplinary action against a member of the classified service by the appointing authority or his delegate. This list is not intended to be all-inclusive:

- (1) Incompetency, inefficiency, inattention to, or dereliction of, duty;
- (2) Insubordination;
- (3) Dishonesty, intemperance, immoral conduct, discourteous treatment of the public or a fellow employee.
- (4) Mental or physical unfitness for the position which the employee holds;
- (5) Commission of a felony or of an offense involving the use of intoxicants and/or drugs; provided, however, proof of commission of any of these acts shall be by preponderance of the evidence and not beyond a reasonable doubt;
- (6) Drunkenness or use of intoxicating liquors, narcotics, or any other habit-forming drug, liquid, or preparation, to such an extent that the use thereof interferes with the efficiency or mental or physical fitness of the employee, or which precludes the employee from properly performing the function and duties of any of his position;
- (7) Acceptance for personal use of a fee, gift, or other valuable thing in the course of work, when given in the hope or expectation of receiving a favor or better treatment than that accorded the public generally;
- (8) Such other conduct as would show the alleged offender to be unsuitable for the position held.

7.2 Any employee may request an investigation of his discharge or suspension or any warning notice. Any such protest shall be presented to the City Mayor in writing within fifteen (15) calendar days after the discharge, suspension or warning notice; if a written protest is timely received, then the procedure set forth in Article 4 shall be followed with regard to such protest; provided, however, in the case of suspension or discharge there shall be no right to continue working during the period of suspension, or after discharge while the

protest is being processed. The employee may choose to appeal a suspension to the Civil Service Commission rather than utilize the procedure set forth herein.

7.2.1 Disciplinary Actions - Disciplinary action shall include only the following:

- a. Verbal Reprimand
- b. Written Reprimand
- c. Suspension without Pay
- d. Demotion
- e. Discharge

Disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense.

7.2.2 Guild and Employee Rights - The Guild shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for a verbal reprimand or written reprimand, and except for employees serving an initial probationary period who are discharged.

7.2.3 The suspect employee and the Guild shall be entitled to Guild representation and/or legal representation at all meetings attended by the suspect employee where discipline is being considered for that suspect employee.

7.3 Notice and Opportunity to Respond - Upon reaching the conclusion that just cause exists to discipline an employee with a suspension without pay, or a demotion, or discharge, the Chief of Police or his designee shall provide the employee and the Guild with the following prior to the administration of discipline:

- a. A copy of all materials a part of or related to the investigation upon which the allegation(s) or charge(s) are based;
- b. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated and how these were violated;
- c. What disciplinary action is being considered.

7.3.1 Employee's Response - The affected employee and the Guild shall have the opportunity to respond to the allegation(s) or charge(s) in writing, normally within forty-eight (48) hours of receiving the information and materials provided by the City in Section 7.3 above and to do so prior to the Pre-Disciplinary meeting, provided the Guild may request a reasonable extension of time to respond, which request will not be unreasonably denied by the Chief or his designee.

7.3.2 Pre-Disciplinary Meeting - An opportunity to respond to the allegation(s) or charge(s) shall occur at a Pre-Disciplinary meeting conducted and presided over by the Chief of Police or his designee, who shall have the authority to impose or to recommend the

proposed disciplinary action. Reasonable advance notice of this meeting, its time and place shall be given the employee and the Guild. This meeting shall be informal. The employee shall be given reasonable opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

7.3.3 City's Decision - Within a reasonable time, but not beyond forty-five (45) calendar days from the date of the Pre-Disciplinary meeting, the Chief of Police or his designee shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed appropriate.

7.4 Investigative Interviews/Internal Affairs Investigations - The interview of a suspect employee concerning action(s) or inaction(s) which, if proved, could reasonably lead to a suspension without pay, demotion, or discharge for that employee, shall be conducted under the following conditions and procedures:

- a. If an employee is considered a suspect, at a reasonable time in advance of the investigative interview, the suspect employee shall be informed in writing, with a copy to the Guild, of the nature of the investigation; the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with a Guild representative and/or legal representative will be afforded prior to the interview.
- b. The requirements of Section 7.4.a of this Section 7.4 shall not apply if (1) the suspect employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) in the discretion of the Chief or his designee, notices to the suspect employee would jeopardize the administrative investigation.
- c. The suspect employee shall have the right to have a Guild representative present during any interview which may reasonably result in a suspension without pay, demotion or discharge of the suspect employee. The opportunity to have a Guild representative present at the interview or the opportunity to consult with a Guild representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the suspect employee in the absence of a Guild representative, but during the interview the suspect employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the suspect employee shall be allowed a reasonable time in which to obtain a Guild representative.
- d. To the extent reasonably possible, all interviews under this Section shall take place at Police Department facilities.

- e. The City may schedule the interview outside of the employee's regular working hours; however, in that event the appropriate overtime rate and/or irregular hours payment shall be made to the employee.
- f. The employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.
- g. The employee shall not be subject to coercion, nor shall interrogator(s) make promises of rewards or threats of harm as inducements to answer questions.
- h. During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.
- i. All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the City from questioning the employee about information that is developed during the course of the interview.
- j. If the Police Department tape records the interview, a copy of the complete tape recorded interview of the suspect employee, noting the length of all recess periods, shall be furnished to the employee upon the suspect employee's written request. If the interviewed suspect employee is subsequently charged with misconduct, upon the written request of the suspect employee or the Guild, the City shall provide a complimentary copy of any tapes to the Guild on behalf of the employee.
- k. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.
- l. The employee and the Guild shall be advised within a reasonable period of time, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.
- m. This Article is not intended to limit the Police Department's ability to conduct a fair and comprehensive investigation nor impose unreasonable time limits upon the conduct of such investigation.

ARTICLE 8 - BULLETIN BOARDS

- 8.1 The employer agrees to provide suitable space for the bargaining unit to use as a bulletin board. Postings by the bargaining unit on such boards shall be confined to official business of the bargaining unit that is of a non-political, non-inflammatory nature. The Guild shall provide a copy of all postings to the Employer at least two (2) hours prior to posting, unless approved for immediate posting by the Chief of Police. The Guild will remove all dated material. All costs incident to preparing and posting the Guild material will be borne by the Guild, and the Guild will be responsible for maintaining its portion of the bulletin board in an orderly and neat fashion.

ARTICLE 9 - EXTRA AGREEMENTS

- 9.1 The Employer agrees not to enter into any agreement or contract with the employees, individually or collectively, which is inconsistent with the terms of a collective bargaining agreement then in effect.

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ARTICLE 10 - HOLIDAYS

10.1 The Employer shall recognize the following days as holidays;

New Year's Day	Thanksgiving Day
Martin Luther King, Jr. Day	Day after Thanksgiving Day
Presidents' Day	Christmas Day
Federal Memorial Day	Plus two floating days to be
Independence Day	specifically and mutually agreed
Labor Day	to between each employee and
Federal Veteran's Day	the Chief of the Department.

10.1.1 All regular status employees are entitled to a ten (10) hour paid holiday on the aforementioned days.

10.2 Holidays worked will be compensated for in the year earned by compensatory time off to be scheduled by mutual agreement of the employee and the Chief of the Department. However, if scheduling does not permit, such compensation may be carried over, but not to exceed six (6) such days. In addition employees will receive 1/2 hour of straight time for every hour worked from 0001 to 2400 hours on the day of the Holiday.

ARTICLE 11 - WAGES

- 11.1 Wages shall be as set forth in Appendix A to this Agreement.
- 11.2 **Out-of-Class Pay** – Employees required by the Chief or designee to accept the responsibilities and carry out the duties of a position or rank above that which he or she normally holds shall be paid at the rate for that position's rank at the minimum step level within that rank that results in an increase from their normal salary of at least 2.5% while so acting. However, such person shall not be paid in the higher wage classification until the employee has worked three (3) consecutive work days at the higher classification. If any such employee works the above amount or more at the higher classification, he/she shall be paid the proper pay scale beginning with the first day so assigned.

ARTICLE 12 - EDUCATIONAL INCENTIVE AND PREMIUM PAYS

- 12.1 **Educational Increment** - Employees shall receive an educational increment of eighty five dollars (\$85) per month for an AA degree with a Police Science or Criminology major, an educational increment of one hundred forty five dollars (\$145) per month for a BA/BS degree with Police Science or Criminology major and an educational increment of one hundred eighty dollars (\$180) per month for an MA/MS degree; provided that the employee may receive one educational increment at a time, and also provided that the employee submits to the Employer adequate proof of having received such degrees within sixty (60) days of degree completion or within sixty (60) days of date of employment. The Chief of Police may consider degree programs other than Police Science or Criminology as qualifying for the educational increment if the Chief of Police determines that the college degree major is beneficial to the City and is related to skills needed by the department.
- 12.2 **Educational Incentive** - In order to encourage the covered employees to further their education the Employer shall reimburse the employee for certain expenses incurred in so doing. If the Chief of Police determines that a college accredited course an employee wishes to take on the employee's off duty time (the employee will not be paid for the time spent on educational programs attended pursuant to the terms of this paragraph) related to skills needed by the department or to further the employee's advancement within the department, then tuition and book expense associated with the class will be paid by the City, provided, however, the employee must provide a copy of his/her transcript showing that he/she received at least a 2.5 grade point in the course, based upon a 4.0 scale. Provided, further if the employee is reimbursed for the books purchased to take the authorized class, then the books shall belong to the police department and shall be delivered to the Chief at the time reimbursement is made.
- 12.3 **Field Training Officer/Specialty Pay –**

Field Training Officer – Any member assigned by the Chief to an FTO status for at least 4 shifts in one month ~~a 12 week or longer period of training~~ shall receive an additional four percent (4%) FTO pay for the month assigned. ~~to his/her base pay for the duration of the assignment.~~ An FTO assigned to remedial training of one week or longer shall receive the four percent (4%) FTO pay on a weekly basis for the duration of the assignment.

Specialty Pay – Any member who is assigned to any of the following specialty assignments/teams by the Chief of Police shall be entitled to specialty pay: Meth Lab Team, SWAT, K-9, Commercial Vehicle Enforcement, Drug Recognition Expert (DRE), Emergency Vehicle Operations Course (EVOC) Instructor, Firearms Instructor, Defensive Tactics Instructor, Collision Investigation Officer (Advanced or Reconstructionist), and Property Room.

The Chief will assign at least one member annually to each of the following specialty

assignments as long as there is a qualified candidate: Commercial Vehicle Enforcement Officer, Firearms Instructor, and Advanced Collision Investigation Officer (Advanced or Reconstructionist).

Additionally, employees may be assigned by the Chief to one or all the above mentioned specialty assignments, duties or teams listed above at the same time while employed by the City. However, an employee shall only be entitled to collect the “full monthly stipend” for one assignment, duty or team according to the schedule in Table 12.3A below. Employees involved/assigned to more than one specialty assignment, duty or team will be eligible to collect a partial additional stipend per month for the second assignment/certification according to the schedule in Table 12.3A below. Employees will not be eligible for any additional compensation, according to Table 12.3A below, other than the initial “full stipend” and the second “partial” stipend regardless of the number of specialty assignments, certifications, duties or teams they are involved with. A detective who is currently on a CRU assignment will receive an additional 1.5% in lieu of the 2.5% provided for in Table 12.3A, provided that if a detective is assigned to any another specialty assignment, the detective would be eligible for specialty pay of 2.5% as though it were the first such assignment.

Table 12.3 A.

	Specialty Team Pay/Month	Special Duty Pay/Month	Secondary Assignment Team/Duty Pay/Month
2020	2.5% of current step of patrol base pay	2.5% of current step of patrol base pay	1.5% of current step of patrol base pay

12.4 Longevity – Beginning January 1, 2012 longevity pay shall be added to each employee’s base monthly pay according to the following schedule:

Table 12.4 A

Years continued employment	Longevity pay in addition to normal monthly base pay
10 – 14 years	\$65.00 <u>\$70.00</u> per month
15 – 19 years	\$92.00 <u>\$97.00</u> per month
20 – 24 years	\$120.00 <u>\$125.00</u> per month
25 years and above	\$150.00 <u>\$170.00</u> per month

Longevity pay for each employment interval shall begin on the anniversary date that the employee enters into the specific longevity category. Example: An employee begins to receive longevity pay of \$70.00 per month in the 10-14 year category on the first day of entering their 10th year of service to the City.

ARTICLE 13 - PROBATIONARY PERIOD

- 13.1 **Probationary Period** - The probationary period shall be eighteen (18) months from date of hire, during which time there must be successful completion of the Police Academy. A probationary employee is terminable-at-will.

In the event that the employee is ill, disabled, on maternity leave or otherwise unable to perform his/her duties for a significant period of time during the probation period, the probationary period of one year may be extended by the length of time which an employee is absent from work. A significant absence shall be any absence in excess of 20 calendar days during the year.

ARTICLE 14 - SMALL ARMS QUALIFICATION

- 14.1 **Small Arms Qualification (Duty Weapon)** - In the event that a patrolman fires a score of eighty (80) or less on the quarterly firearms qualification course (as prescribed by the Chief of Police), he shall be required to take another test within fifteen (15) days. Should he fire a score of eighty (80) or less the second time, the patrolman shall be placed on suspension without pay until such time as he/she successfully completes the test.

ARTICLE 15 - SICK LEAVE

- 15.1 Each employee shall accrue sick leave at the rate of eight (8) hours sick leave for each calendar month the employee works, not to be taken until after six (6) months, and vacation time shall count as time worked. Those employed prior to the 15th of the month will be credited sick leave in the month employed. The employee may accrue a maximum of one thousand seven hundred and sixty (1760) hours total sick leave. Upon termination from City employment for any reason other than for cause, twenty-five percent (25) of unused sick leave shall be paid to an employee. Employees shall be eligible for this benefit as a result of voluntary separation or involuntary layoff but shall not be eligible if terminated for cause. Compensation shall be based upon the employee's salary at the time of separation.

Upon retirement from the City twenty five percent (25%) of the unused sick leave shall be paid to the retiring employee as a lump sum payment. The retiring employee may elect to have the value of the sick leave compensation remain on account with the City to be used towards the payment of monthly medical/dental premiums that result from continued enrollment with the City's insurer through COBRA, or some other eligible plan. Under this option the City shall increase the amount of compensation for sick leave payment from twenty-five (25) percent to thirty-five (35) percent.

Upon the non-duty related death or permanent disability of an eligible "covered" employee of the City, a sum equal to fifty percent (50%) of the unused sick leave shall be paid to the employee in the case of disability or to the legal beneficiaries in the case of non-duty related death.

Upon the duty related death of an eligible "covered" employee of the City, a sum equal to one-hundred percent (100%) of the unused sick leave shall be paid to the legal beneficiaries of the employee.

- 15.1.1 ~~Effective January 1, 2017 the provision of 15.1 that deals with sick leave compensation at retirement shall be modified to read as follows:~~

Upon retirement from the City unused sick leave shall be paid to the retiring employee as a lump sum payment according to the schedule in Table 15A below.

Accrued Sick Leave Payout for Retirement Purposes		
Accrued Hours	Lump Sum Payment	COBRA or HRA Account
0 – 750 hours	40%	35%
751 – 1760 hours	60%	60%

~~The retiring employee may elect to have the value of the sick leave compensation remain on account with the City to be used towards the payment of monthly medical/dental~~

~~premiums that result from continued enrollment with the City's insurer through COBRA, or some other eligible plan. Under this option the City shall increase the amount of compensation for sick leave payment according to the schedule in Table 15A above.~~

- 15.2 The Employer may require a doctor's verification of illness should an employee request sick leave for two (2) or more continuous shifts.
- 15.3 **Use of Sick Leave** - Sick leave may be used for any of the following reasons and purposes:
- (a) Personal illness or incapacity of the employee
 - (b) Forced quarantine of the employee by a public health official
 - (c) As set forth in RCW 49.12.270, family leave
 - (d) Preventative health care of the employee
 - (e) An illness, injury or preventative health care of an immediate member of the employee's family which requires the employee's attendance subject to the City's Personnel Policy & Procedures Manual

ARTICLE 16 - OTHER LEAVES

- 16.1 Leave of absence without pay may be granted under the provisions of Rule XIV, Section 1 of the City of Buckley Civil Service Rules and Regulations for the Police Department.
- 16.2 The Employer may require that an employee undergo a fit for duty evaluation. The employee may be placed on Administrative leave with pay until the fit for duty evaluation is complete.

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ARTICLE 17 - FAMILY ILLNESS OR BEREAVEMENT LEAVE

- 17.1 Leave shall be granted upon request to an employee up to a maximum of five (5) days per calendar year with pay when absence from work is required because of serious illness or death of a member of the immediate family.
- 17.2 Immediate family of the employee shall be defined as his/her spouse, son, daughter, parents, mother-in-law, father-in-law, sister, brother, grandparents or any other relative to the first degree of relation to the employee. Family illness and bereavement leave cannot be accumulated.
- 17.3 An employee may request two (2) additional days' leave for extended travel in conjunction with family illness and bereavement leave if extended travel is required. This request must be approved by the Chief of Police and will be charged against accrued sick leave, vacation leave, holiday leave or compensatory time. If no time off has been accrued, then said leave shall be without pay.

ARTICLE 18 - VACATION

- 18.1 Each employee shall be entitled to vacation upon the anniversary date of their employment with the City, and it shall be taken as follows:

One Year	12 days
Two years	13 days
Three and four years	14 days
Five and six years	15 days
Seven and eight years	16 days
Nine and ten years	18 days
Eleven and twelve years	19 days
Thirteen and fourteen years	20 days
Fifteen years	22 days
Twenty years	25 days

- 18.1.1 Annual vacation shall accrue at one-twelfth (1/12) the annual accrual for each month of service.
- 18.2 Each employee's vacation shall be taken at a time mutually agreed to between the employer and employee.
- 18.3 Should an employee leave for any reason, he/she shall be paid for all accrued and unused vacation days through the month preceding that in which the employee leaves, based on the hourly wage at the time of leaving. A "month" shall be defined as one twelfth (1/12) of the anniversary year. A "day" shall be defined as an eight (8) hour work day within any twenty-four (24) hour period.
- 18.4 Vacations will be used in the year that such days are credited to the employee as mutually agreed to. However, such vacation time may be carried over into the next year, but not to exceed a total of two-hundred and sixty (260) hours, unless scheduling of personnel doesn't allow full use of vacation time. Written request and verification of scheduling conflicts shall be submitted to the City by the Chief of Police.
- 18.5 Employees may elect to take a portion of their annual carryover balance of vacation time in cash as opposed to taking the time off. The Salary Schedule will be used to determine the hourly rate of when the time was earned and the employee will be paid that equivalent in cash. The employee may exercise the option to buy back vacation hours up to two times in each calendar year. The employee may elect to buy back up to forty (40) hours in June and forty (40) hours in December or the full eighty (80) hours in December. The decision to exercise the option must be made and submitted to the Finance Director prior to May 30 for a June buy back or November 30 for a December buy back. The buy/back payment(s), if chosen, will occur in June and/or December of the year in which the request is submitted. The maximum hours that may be exercised for vacation buy-back is eighty (80)

hours in any calendar year, on an hour for hour basis.

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ARTICLE 19 - UNIFORMS

19.1 The City shall implement a quartermaster system for uniforms. All new employees to which this Agreement applies shall be issued a complete uniform at the time of hire. The employees will turn into the Chief any part of the uniform that is worn out or otherwise not fit for duty use. The Chief shall then provide for the issuance of a replacement. The Chief shall determine what items will be considered as part of the uniform and each employee and the Guild shall receive a copy of the uniform list. The list may be changed at the Chief's sole discretion. However, if new items are added that are not part of the department uniform at the time this Agreement is executed, then the Employer will be responsible for issuing the new items. With regards to the items of clothing the Chief, in his sole discretion, may change the type and styling of the uniforms but shall not decrease the number of pieces of clothing to be made available to the officers under the quartermaster system. All uniforms shall be and remain City properties and shall be returned upon employment termination.

19.2 Department patches will be supplied for each uniform shirt, coat, sweater and jumpsuit.

19.2.1 K-9 Officer's Uniform

Same as Patrol Officers Uniform, EXCEPT:

Jumpsuits as needed
 Shirt - 1 summer 1 winter
 Trousers - 1

19.2.2 Patrol Officer's Uniform

Hat - 1
 Neck Tie - 1
 Neck tie Clasp - 1
 Collar Brass - 2
 Shirt - 2 summer 2 winter
 Trouser - 3; Probationers -2
 Underbelt - 1
 Utility Belt - 1
 Weapon Holster - 1
 Double Ammunition Pouch -1
 Handcuff Case - 1*
 Handcuffs - 1*

*Officer's option to have a second case and second handcuff.

Knife Case - 1 at officer's option
 Knife - 1 at officer's option
 Chemical Agent Holster - 1 as authorized

Flashlight Ring - 1
Key Keeper - 1
Belt Keepers - 4
Shoes - 1 pr
Boots - 1 pr
Ballistic Proof Vest - 1
Coat - 1
Uniform Badge - 2
Portable Radio Holder - 1
Portable Radio Charger - 1
Portable Radio - 1
Flashlight - 1
Flashlight Charger - 1
Duty Weapon - 1
Name Tag - 2
Gloves - 1 pr
Jumpsuit - 1
Sweater - 1
Chemical Agent - 1 as authorized
Duty Ammunition - 50 rounds

- 19.3 **Cleaning Allowance** - Employees hired prior to June 1, of any contract year shall receive one-hundred twenty-five dollars (\$125.00) each year to defray the expense of cleaning the clothing portion of the uniform.
- 19.3.1 -
- 19.4 The Employer will issue a service side arm to each employee that is required to carry a firearm as a condition of employment. Employees shall carry an Employer issued duty weapon while on duty. The employee shall maintain the weapon in good working order and shall return it to the Employer when requested.
- 19.5 All departmental uniforms issued to members shall be maintained in proper order. Should it be determined that equipment is damaged, lost, stolen or becomes unusable as a direct result of negligence on the part of the employee, that individual may be held financially responsible for all, or a portion of, the replacement or repair costs. Negligence in this regard will be any gross or deliberate disregard for the care or custody of the equipment involved.

ARTICLE 20 - HEALTH AND WELFARE

20.1 **Health and Welfare** - The Employer agrees to make contributions, as set forth in succeeding sections, for employee healthcare coverage. These contributions shall be made in behalf of every employee covered by this Agreement who was compensated eighty (80) or more hours in the preceding month.

20.1.1 **Medical** - The Employer shall pay 90% of the cost of premiums required to maintain the medical and vision benefits under Plan Active medical composite rates for the employee, spouse and dependents, offered by the LEOFF Trust ("").

20.1.2 **Dental** - Effective July 1, 2002, participation in the Washington Dental Service Plan E and Orthodontia Rider Plan IV shall commence. Employer shall pay 90% of the cost of premiums to maintain participation in the Washington Dental Plan for the employee, spouse and dependents.

20.1.3 **Employee Healthcare Contribution** - Beginning January 1, 2012 employees shall begin contributing 10% of the cost of premiums through payroll withdrawal to maintain current levels of healthcare coverage. All insurance premiums will be subject to applicable payroll taxes as required by the Internal Revenue Service.

The City will not provide duplication of health care coverage to an employee who is married to another employee of the City. One spouse may be named as the policy holder and the other as a covered spouse; OR each may be a policy holder, but in that case neither may be listed as a covered spouse.

20.1.4 **Health Retirement Account (HRA) Contribution** – Pursuant to the term of this Agreement the Employer will initiate a change in healthcare benefit provider from UBET to LEOFF Trust. In conjunction with this the Guild shall work with LEOFF Trust to identify and activate a Health Retirement Account (HRA) for the Guild employees. It is anticipated that these changes will occur and become effective July 1, 2016. Within 30 days of notification and verification of this change the Employer will deposit \$1,500 in individual HRA accounts established for each Guild employee to assist with additional out-of-pocket expenses resulting from this benefit change.

In addition the Employer agrees to make annual contributions to each employee's HRA account according the schedule in the Table below.

HRA Contribution	City Contribution Amount/Employee
January, 2020	\$1,100
January, 2021	\$1,150
January, 2022	\$1,200

- 20.2 The Employer shall pay ninety percent (90%) of the premiums set forth above through the term of this Agreement.
- 20.3 Early Retirement Incentive Program (ERIP). Guild employees shall be eligible for the Employer's ERIP pursuant to Section 6.20 of the Personnel Policies and Procedures Manual.

This program is subject to funding by the City Council in the annual budget and the City retains the right to designate the number of positions to fund annually and the right to deny an application or delay its effective date in the best interests of the City. The City may, in its sole discretion terminate the program at any time or, suspend it for any fiscal year, if insufficient funding is provided in the budget, provided however that such suspension shall not impact the rights or benefits of any employee who has retired under the program in a prior fiscal year.

ARTICLE 21 - HOURS OF WORK AND OVERTIME

- 21.1 Employees defined as "any employee in law enforcement activities" as set forth in 29 CFR, 553.211 shall receive overtime compensation for all hours worked in excess of one hundred sixty hours (160) in any twenty-eight (28) day work period. Overtime opportunities shall be offered on a seniority basis, regardless of leave status, for each opportunity unless priority or specialized training is required. Employees shall be offered overtime through a reasonable effort to contact and offer the employee the overtime opportunity. For purposes of this provision reasonable shall be defined as one attempt to contact the employee at the emergency contact number provided the City by the employee. Employee's that are contacted for overtime on a seniority basis, but because of their status are unable to report for duty at the given time and place are considered to be ineligible for the overtime. Seniority assignment does not apply to officers held over to finish work from their shift. Employees are eligible for overtime coverage for jail staff shifts on a seniority basis per the discretion of the Chief of Police.
- 21.1 **Callback** - Employees called back after the completion of a regular work shift or immediately preceding a regular work shift shall be guaranteed three (3) hours at their applicable straight time rate of pay.
- 21.2 Standby practice is not to be used.
- 21.3 **Work Schedule** - A tentative work schedule shall be posted five (5) days prior to shift change and, when such change is made, the posted schedule shall remain in effect for not less than twenty-eight (28) nor more than ninety (90) days.
- 21.4 **Shift Exchanges** - Exchanging shifts and voluntary shift changes between employees will be allowed, provided such changes are approved in writing prior to the shift by their immediate supervisor, Police Chief or his/her designee. In addition, the Employer shall maintain records of all time traded by the employees and the time traded must be paid back to the employee taking the shift within sixty (60) days from the date of the traded shift. All Exchanged shifts or voluntary shift changes shall not be considered overtime hours worked or be used in overtime computation unless overtime shifts are being exchanged.
- 21.5 **Court Time** - Employees shall be paid at the rate of one-and-one-half (1 ½) times their applicable hourly wage for any duty-related municipal, district or civil court appearance during off-duty time, with a guaranteed minimum of two (2) hours overtime. Juvenile and Superior Court, and Department of Licensing Hearing appearances, when required off duty, will be paid at the rate of one-and- one-half (1 1/2) times their applicable hourly rate from one (1) hour before subpoena time to time of release each day. The City will only pay overtime to an employee for a civil service hearing if the employee receives a subpoena from the City, or if subpoenaed by the individuals for whom the Civil Service Hearing is for, if it regards an event or incident that is related to department duties. In

addition, employees will reimburse the City for all moneys received as compensation for subpoenaed appearances and witness fees paid to the employees by the court or any other party, when the employees are also paid by the City pursuant to this section.

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ARTICLE 22 - EMPLOYER RIGHTS

- 22.1 The Guild recognizes that the City possesses the sole right, authority and responsibility to operate and direct the bargaining unit employees of the Police Department in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this agreement, or any predecessor agreements, except as modified by this Agreement. Subject to the City's obligation to bargain pursuant to RCW 41.56 et seq., which rights include, but are not limited to:
- 22.1.1 The right to determine its mission, policies and all standards of service offered to the public;
 - 22.1.2 To plan, direct, schedule, control and determine the operations or services to be conducted by the bargaining unit employees of the Police Department;
 - 22.1.3 To determine the methods, means and number of personnel needed to carry out the departmental operations and services. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, but nevertheless, it is intended by both parties that all such duties shall be performed by the Employee;
 - 22.1.4 To direct the work force;
 - 22.1.5 To hire and assign or to transfer employees within the Department or police related functions;
 - 22.1.6 To promote, demote, suspend, discipline or discharge employees for just cause except for probationary employees, who can be terminated without cause;
 - 22.1.7 To lay off or relieve employees of duty for lack of work or funds or because of the occurrence of conditions beyond the control of the City, or where continuation of work would be wasteful and unproductive in the sole opinion of City officials;
 - 22.1.8 To make, publish, and enforce rules and regulations including reasonable rules pertaining to secondary employment;
 - 22.1.9 To introduce and use new or improved methods, equipment or facilities;
 - 22.1.10 To contract for goods;
 - 22.1.11 To take any and all actions that may be necessary to carry out the mission of the City and the Police Department in situations of civil emergency or Marshall law.

- 22.2 If, in the sole discretion of the Mayor, or other authorized City representative, it is determined that a civil emergency or Marshall law condition exists, including, but not limited to, riots, civil disorders, tornado conditions, floods, accidents or other similar situations, the provisions of this Agreement may be suspended by the Mayor or his designee. It is agreed that the processing of any grievance occurring during this activity beyond Step A of the grievance procedure shall be delayed until a time when this condition or the results of the condition no longer hamper normal business activity.

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ARTICLE 23 - PERFORMANCE OF WORK

- 23.1 The Guild and the City agree that the public interest requires the efficient and uninterrupted performance of emergency service. To this end the Guild and the City pledge their best efforts to avoid or eliminate any conduct contrary to this objective.
- 23.2 The Guild and the City agree that during the life of this Agreement the Guild will not cause, encourage or participate in any strike (including strike picketing), slow down, walk out or work stoppage. Nothing in this agreement shall prohibit political activity of individual members, or the Guild as prescribed in RCW 41.06.250. During the term of this Agreement, the City shall not cause, permit, or engage in any lockout of its employees.
- 23.3 In the event of a strike (including strike picketing), slow down, walk out or work stoppage, the Guild shall within twenty four (24) hours, issue a public statement disavowing such action and requesting the employees to return to work. A copy of this statement will be simultaneously supplied to the City. The Guild shall also make every effort to bring about the resumption of normal operations. Within twenty four (24) hours after the commencement of a strike (including strike picketing, slow down, walk out or work stoppage), the Guild shall advise the City in writing of their effort to resume normal operations.
- 23.4 Failure by the Guild to comply with the provisions of this Article shall be cause for the City to terminate this Agreement, in addition to other remedies that may be available; in such a case, the City will give written notice to the Guild President. Failure to respond to the Guild's request to return to work by an individual's work shift shall cause disciplinary action to be taken. This action may include suspension or immediate dismissal. The sole question which may be processed through the grievance and arbitration procedure in the event of discipline or discharge for violation of this Article is whether in fact the employee did violate this Article.
- 23.5 No individual shall receive any portion of his/her salary or benefits as provided by the Employer and in accordance with the applicable law while engaging in activities in violation of this Article.
- 23.6 **Drug and Alcohol Free Work Place** - The parties shall endeavor to maintain a drug free work place. Refer to City Resolution No. 89-6.

ARTICLE 24 - SAVINGS CLAUSE

- 24.1 If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Article and Section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the parties agree to be bound by the position of a tribunal of competent jurisdiction or a tribunal agreed to by the parties.

ARTICLE 25 - NOTICE TO OTHER PARTY

- 25.1 This Agreement shall remain in full force and effect during the period noted in the preamble of this Agreement. Either party may request that negotiations be opened for a successor contract and a mutually acceptable meeting date shall be set.

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ARTICLE 26 - DURATION OF AGREEMENT

26.1 This Agreement shall remain in full force and effect from January 1, 2020 through December 31, 2022.

SIGNED this _____ day of _____ 2019.

**BUCKLEY POLICE OFFICERS'
GUILD**

BY: _____
Tom Chess, President

CITY OF BUCKLEY

BY: _____
Pat Johnson, Mayor

BY: _____
Dave Schmidt
City Administrator

APPENDIX A
to the
AGREEMENT
By and Between
CITY OF BUCKLEY
and
BUCKLEY POLICE OFFICERS' GUILD

JANUARY 1, 2020 through DECEMBER 31, 2022

A.1 The monthly rates of pay for Employees covered by this Agreement shall be as follows:

Police Department Employee Salaries (12.0%)						
(January 1, 2020 to December 31, 2020)						
Classification	0-6 mos	7-12 mos	13-24 mos	25-36 mos	37-48 mos	49+ mos
Patrol	\$5,673	\$5,956	\$6,254	\$6,567	\$6,895	\$7,080
Detective Patrol/Officer	\$5,900	\$6,195	\$6,504	\$6,830	\$7,171	\$7,363
Sergeant	\$6,313	\$6,628	\$6,960	\$7,308	\$7,673	\$7,879
Police Department Employee Salaries (3.0%)						
(January 1, 2021 to December 31, 2021)						
Classification	0-6 mos	7-12 mos	13-24 mos	25-36 mos	37-48 mos	49+ mos
Patrol	\$5,843	\$6,135	\$6,442	\$6,764	\$7,102	\$7,293
Detective Patrol/Officer	\$6,077	\$6,380	\$6,699	\$7,034	\$7,386	\$7,584
Sergeant	\$6,502	\$6,827	\$7,168	\$7,527	\$7,903	\$8,115
Police Department Employee Salaries (3.0%)						
(January 1, 2022 to December 31, 2022)						
Classification	0-6 mos	7-12 mos	13-24 mos	25-36 mos	37-48 mos	49+ mos
Patrol	\$6,018	\$6,319	\$6,635	\$6,967	\$7,315	\$7,511
Detective Patrol/Officer	\$6,259	\$6,572	\$6,900	\$7,245	\$7,608	\$7,812
Sergeant	\$6,697	\$7,032	\$7,383	\$7,753	\$8,140	\$8,359

Paychecks will be issued on the last business day of the month. Draw checks shall be issued on the fifteenth (15th) of the month.

- Draw day on Saturday or Friday holiday – check issued the preceding City-scheduled workday.
- Draw day on Sunday or Monday holiday – check issued the following City-scheduled workday.

SIGNED this _____ day of _____, 2019.

**BUCKLEY POLICE OFFICERS'
GUILD**

CITY OF BUCKLEY

BY: _____
Tom Chess, President

BY: _____
Pat Johnson, Mayor

BY: _____
Dave Schmidt
City Administrator



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Appraisal of ROW Dedications and Vacations	Agenda Date: August 13, 2019 AB19-080		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
Municipal Court – Jessica Cash			
	PW/Utilities – Chris Banks		
Attachments: Scope of Work – GPA Valuation			
<p>SUMMARY STATEMENT: The scope of work is for valuation of vacant right-of-way properties that resulted from the construction of the SR410/SR165 Realignment Project. Appraisal of the various properties is necessary in order to assess value that will be used in the vacation of all of the abandoned rights-of-way no longer needed for the City.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: MOVE to Approve GPA Valuations' Scope to appraise ROW Dedications and Vacations.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	



Real Estate Appraisers and Consultants



August 2, 2019

David Schmidt, City Administrator
City of Buckley
P.O. Box 1960
Buckley, WA 98321

Re: Appraisal of ROW Dedications and Vacations:
SR 165 / SR 410 Intersection, Ryan Road, and River Avenue, Plan Date March 13, 2018
Portions of the Following Parcels
0691091034; 9540100353 and 0619033036; 9540100354; 0619037003; 9540100352;
9540100386, 0385, and 0384; 8000050210, 0220, 0200; 8000050180; and a Tiny Remnant
Parcel with an Unknown Parcel Number

Dear Mr. Schmidt:

Sent via email to dschmidt@cityofbuckley.com

This letter is to confirm our ability to complete the appraisals requested. The fee for appraisal services under this engagement will be \$18,500. The fee will be due upon completion of the assignment. We will deliver an electronic copy of the reports and provide hard copies upon request. If work is stopped by the client before completion, the client will be responsible for work completed as of the date of notice to stop work. A minimum charge of 15% will be charged for cancelled assignments. Consultation after the appraisal report is delivered will be billed at \$250 per hour.

The scope of work is for a valuation of vacant land consisting of remnants that are surplus to a public works project. The appraisals will be in a Narrative format in conformance with the Uniform Standards of Professional Appraisal Practice. The intended use of the appraisals is to assist in establishing a basis for contemplated disposition of the properties and in some cases for dedication of ROW. Please contact our office if there are any significant buildings that need to be appraised so that we may adjust the work scope.

We anticipate completion of the reports within eight weeks of authorization to proceed. Please sign and date this letter and return it for our file. We will inspect the properties without an appointment.

Thank you for giving GPA Valuation the opportunity to serve your appraisal needs.

Very truly yours,
GPA VALUATION

Richard E. Pinkley, President
State-Certified General Real Estate Appraiser
Number 1101074

I authorize GPA Valuation to proceed with the
appraisals on the terms noted above.

David Schmidt

Date



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Employment Agreement: Between the City and Saundra Groshong for the Finance Director Position	Agenda Date: August 13, 2019 AB19-081		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		X
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
Attachments: Finance Director Employment Agreement			
<p>SUMMARY STATEMENT: Employment Agreement for the Finance Director’s position for the City of Buckley with Saundra Groshong. Agreement places the Finance Director position under the exempt salary grid adopted as part of the 2019 budget.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS 7-23-19			
RECOMMENDED ACTION: MOVE to Approve the Employment Agreement between the City and Saundra Groshong for the position of Finance Director.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF BUCKLEY AND SAUNDRA GROSHONG

THIS AGREEMENT, is made this _____ day of _____, 2019, by and between the City of Buckley (hereinafter referred to as the “Employer”), and Sandra Groshong (hereinafter referred to as the “Employee”).

WHEREAS, the City of Buckley is a noncharter, optional municipal code city organized under the Mayor-Council form of government; and

WHEREAS, the City desires to appoint Sandra Groshong to serve as Finance Director, and said Sandra Groshong desires to accept this position for the City of Buckley;

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties agree as follows:

TERMS

1. **Commencement of Services.** The Employer agrees to employ Sandra Groshong as its Finance Director, and Sandra Groshong agrees to serve as the Finance Director in accordance with the terms and conditions of this Agreement.
2. **Term.** The Employee shall commence performing services as required under this Agreement on August 1, 2019, and shall continue for a period of not less than three (3) years (July 31, 2022) or until terminated as provided by law, or by the provisions of this Agreement.
3. **Duties.** Employee will serve as the Finance Director for the City of Buckley, Washington performing the duties as have been established by the parties over the existing course of employment. Such duties and responsibilities shall include, but shall not be limited to, those specified within the Buckley Municipal Code, City Council adopted Personnel Policy, position description and those that are expressly defined by Washington State statute.

4. **Executive.** The Employee acknowledges that she is an administrative, executive or professional employee within the meaning of the Fair Labor Standards Act or comparable state laws and as such, is not entitled to overtime pay for hours in excess of forty (40) hours per week.
5. **Annual Compensation.** The Employer agrees to compensate the Employee pursuant to the adopted exempt employee salary scale. Employee shall initially be compensated at Range 10, Step D of the salary scale, which is listed at \$9,096 per month or \$109,152 per year, which shall be paid in accordance with procedures for other employees of the City classified as exempt under the Fair Labor Standards Act ("FLSA") (29 U.S.C. 201 et seq.). The Employer shall review the adopted salary scale annually and shall adjust it accordingly, concurrent with all other exempt employees salaries.

Upon successful completion of a twelve (12) probationary period the Employer shall advance the Employee's compensation by two (2) Steps to Step F to whatever level the adopted salary scale is in 2020 for that Step category.

Nothing in this contract shall be construed as limiting the authority of the Employer to increase the salary of the Employee for any other reason, at any other time, within the specified salary range.

6. **Benefits.** The Employee shall be paid the same benefits as other full-time City of Buckley employees that are classified as FLSA exempt.

However, at the time of appointment the Employee shall be credited with eighty (80) hours of banked vacation and one-hundred (100) hours of banked sick leave.

The Employee will initially earn vacation time at an equivalent level of fourteen (14) years per the adopted vacation leave schedule, which is 20 days per year and shall be entitled to earn additional vacation time in subsequent years per the City's Personnel Policy as would any other employee entitled to 20 days per year.

In accordance with the City's Personnel Policy the Employee shall be authorized to earn administrative compensatory time at a straight time rate for time worked in excess of 40 hours per week. However, in the event that this provision/benefit is repealed or terminated by the City then the Employee shall begin to be annually credited with six (6) days of executive leave to be used at the Employee's discretion.

The Employee is entitled to accrue and carryover, year to year, all unused leave (vacation & holiday) to a maximum of 240 hours and sick time to a maximum of 1760 hours. The Employee shall be compensated on an annual basis for all unused vacation & holiday leave beyond the maximum amount. Accrual of sick time beyond the maximum limits will be forfeited by the Employee. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, administrative/executive compensatory time, 25% of sick time and other benefits to date.

7. **Probationary.**

The Employee shall be required to perform a twelve (12) month probationary period, during which the Employee shall complete any and/or all required training or certifications and be evaluated on the knowledge and ability required for the position.

8. **Termination.**

A. **Termination by Employer:** The Employer and Employee agree that Employee serves "at will," solely at the discretion of the City of Buckley Mayor, subject to the terms of this Agreement. The Employer reserves the right to terminate the employment relationship with or without "cause" at any time.

B. **Termination Pay:** If the Employee is terminated for "cause" or for any reason during the probationary period, the Employee shall not be entitled to any termination pay. For the purposes of this Agreement, the term "cause" shall have the same meaning as those actions, dispositions and/or acts specified under RCW 41.12.080.

In the event the Employer elects to terminate the Employee for any reason other than "cause" outside the probationary period the Employee shall receive a cash payment equal to five (5) months of the Employee's base salary. Said sum shall be subject to applicable federal withholding taxes. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee. The Employee shall also be compensated for all accrued vacation time, all paid holidays, administrative/executive compensatory time and 25% of accrued sick leave.

C. **Termination by Employee:** In the event that the Employee elects to voluntarily terminate employment with the Employer for any reason, the Employee agrees to provide the Employer with not less than forty-five (45) days notice prior to the

effective date of said termination of employment. Upon receipt of said notice, the City Council shall have the option of terminating the Employee prior to the expiration of the forty-five (45) days and shall only pay salary and benefits up to the day of termination.

9. **Applicable Law.** This Agreement shall be governed by the laws of the State of Washington. In case of a dispute arising out of this Agreement, the venue of any lawsuit shall be Pierce County, Washington.
10. **Attorney's fees.** If any action, arbitration or mediation is commenced to enforce any of the provisions of this Agreement or resolve any disputes arising out of this Agreement, the prevailing party shall in addition to other remedies, be entitled to recover its reasonable attorney's fees.
11. **Dispute Resolution.** In the event a dispute arises, the parties agree to submit the dispute to alternate dispute resolution prior to commencing arbitration or litigation.
12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this Agreement. In addition to this Agreement, however, the Finance Director shall also be subject to the personnel policies of the City of Buckley to the extent they do not conflict with this Agreement.
13. **Presumption of Drafting.** All parties agree that they have had the opportunity to have the Agreement reviewed with counsel so there shall be no presumption of drafting.
14. **Modification.** The parties agree that this Agreement can be amended or modified only with the written concurrence of both parties.
15. **Notices.** Any notice required to be given under this Agreement shall be delivered or mailed to the following parties at the following addresses:

City of Buckley
Office of the Mayor
P.O. Box 1960
Buckley, WA

Finance Director
(Address as shown on the most current
City roster at the time of mailing)

Notices may be delivered either personally to the addresses of the notice, or may be deposited in the United States mail, postage prepaid to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

DATED this _____ day of August, 2019.

CITY OF BUCKLEY

FINANCE DIRECTOR

MAYOR, PAT JOHNSON

SAUNDRA GROSHONG

ATTEST/AUTHENTICATED:

TREVA PERCIVAL, CITY CLERK

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY:



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT:		Agenda Date: August 13, 2019 AB19-082	
Agreement – Professional Consulting Services for City Financial Consultant	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
Attachments: Agreement			
<p>SUMMARY STATEMENT: Our current Finance Director Sheila Bazzar is retiring August 29, 2019, and her replacement started on August 5, 2019. As has been done in the past, we would like to retain Sheila on a temporary basis as an on-call consultant that the new Finance Director can use for knowledge and information as she transitions into the new position. This agreement will be for the hourly amount established for the Finance Director position through the adopted Taxes, Rates, and Fees Schedule.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS 7-23-2019			
RECOMMENDED ACTION: MOVE to Approve the Professional Consulting Agreement for City Financial Consultant.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

**AGREEMENT FOR PROFESSIONAL CONSULTING
SERVICES BETWEEN THE CITY OF BUCKLEY AND
SHEILA BAZZAR, CITY FINANCIAL CONSULTANT**

THIS AGREEMENT is made this ____ day of August, 2019, by and between the City of Buckley (hereinafter referred to as "City"), a Washington Municipal Corporation, and Sheila Bazzar, an independent contractor (hereinafter referred to as "Service Provider").

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

WHEREAS, the Service Provider while employed with the City for 39 years has gained invaluable knowledge, expertise and familiarity with all aspects of the City's financial accounting system and operations; and

WHEREAS, the new incoming City Finance Director has 20 years' experience with the State Auditor's Office but has not worked from the local government side and would benefit from having an experienced consultant available to guide and assist with familiarizing them with City processes; and

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

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

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

TERMS

- 1. Description of Work.** Service Provider shall perform work as described in Attachment A, Scope of Work, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the City. The Service Provider warrants that she has the requisite training, skill, and experience necessary to provide the Services. The Service Provider agrees to perform the services to the City for an estimated 15-20 hours per month, or for the actual hours necessary to complete the work on a time basis as approved by the City Administrator.
- 2. Payment.**
 - A. The City shall pay Service Provider at the rate of eighty dollars (\$80.00) per hour for the services performed. Service Provider shall submit monthly payment invoices to

the City after such services have been performed, and the City shall make payment within ten (10) days after the submittal of each approved invoice. Such invoice shall detail the hours worked, and a description of the tasks performed.

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

- 3. **Relationship of Parties.** The Parties intend that the Service Provider shall be an independent contractor and that the Service Provider has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Service Provider sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Service Provider shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Service Provider shall pay all income and other taxes due except as provided in Section 8. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Service Provider, shall not be deemed to convert this Agreement to an employment contract. Even though Service Provider is an independent contractor, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion

- 4. **Project Name.** City Financial Consulting.

- 5. **Duration of Work.** Service Provider shall perform the services described in Attachment A through December 31, 2019. PROVIDED, the City Administrator at the request of the City Finance Director and Service Provider may extend this agreement on the same terms and conditions in up to six (6) month increments through December 31, 2020.

- 6. **Termination.**

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

- C. Termination for Cause. If Service Provider refuses or fails to complete the tasks described in Attachment A, or to complete such work in a manner unsatisfactory to the City, then the City may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have thirty (30) days to cure, to the satisfaction of the City or its representative. If Service Provider fails to cure to the satisfaction of the City, the City shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.
- D. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Administrator shall make the final determination about what services have been satisfactorily performed.
7. **Assignment and subcontracting.** The Service Provider shall not assign any portion of this Agreement without the written consent of the City. The parties agree that the services provided for herein are personal to the Service Provider who was accepted by the City for this contract based upon his personal skills and experience. It is further agreed that consent for an assignment must be sought by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment.
8. **Taxes.** City will not withhold federal or state taxes. All compensation received by the Service Provider will be reported to the Internal Revenue Service at the end of the calendar year in accordance with applicable IRS regulations.
9. **Indemnification / Hold Harmless.** The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

10. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or

other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

11. City's Right of Supervision, Limitation of Work Performed by Service Provider.

Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

12 Work Performed at Service Provider's Risk. Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

13. Ownership of Products and Premises Security.

A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.

B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.

14. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.

15. Assignment. Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.

16. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

17. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred

in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

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

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

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

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

CITY OF BUCKLEY

By: _____
Patricia Johnson, Mayor

SERVICE PROVIDER

By: _____
Title: _____

CITY CONTACT

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

SERVICE PROVIDER CONTACT

Sheila Bazzar
1554 Collins Rd
Buckley, WA 98321
Phone: (253) 905-7183 (mobile)
Phone: (360) 829-0398 (home)
E-mail: ikesheila@westcombb.com

ATTEST/AUTHENTICATED

By: _____
Treva Percival, City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

EXHIBIT “A”

SERVICES

The Service Provider will be available to answer questions and provide financial accounting support assistance to the new City Finance Director by:

- Advice when requested on all accounting activities of office including billing, receiving, receipting, banking and accounting for all City monies.
- Advice when requested on all cash handling procedures, including the purchase order system.
- When requested offer assistance in the preparation and submittal of reports and applications of payment to Federal and State agencies.
- Advice when requested on all financial policies, procedures, and controls that conform to generally accepted accounting principles (GAAP) and the government accounting standards board (GASB).
- When requested offer assistance in maintaining general ledgers and subsidiary records.
- Assist the new City Clerk in the processing of ordinances, resolutions and meeting minutes, City contracts and other documents.
- Advice when requested on City investments.
- Advice when requested on City bonds, bond payment notices and collection.
- When requested offer assistance in the development and administration of the Budget including but not limited to, forecasting needs for staffing, equipment, materials and supplies, approving expenditures and implementing budgetary adjustments as necessary.
- When requested offer assistance in the development of procedures relative to payroll preparation and the completion of payroll reports.
- When requested offer assistance in the maintenance of the computerized accounting system according to State BARS and GASB requirements; ensures proper controls and accountability for all accounts and funds; establishes proper and efficient routing and control of documents, data, and forms.
- Advice when requested on implementation and maintenance of the internal control systems.

- Continue to mentor and assist the new City Finance Director by answering questions, reviewing procedures, and helping with other tasks as needed.



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Bid Award – Public Works Shop and Police Station Parking Lots Project	Agenda Date: August 13, 2019 AB19-083		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		X
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		X
Cost Impact: \$232,387.09 Fund Source: Funds 007 & 307 Timeline:			
Attachments: Gray & Osborne Review and Recommendation of Bids			
<p>SUMMARY STATEMENT: On August 1, 2019, the City conducted a sealed bid opening for the Public Works Shop and Police Station Parking Lots Project. Three bids were received for this project. Attached you will find the Bid Tabulation and recommendation letter that was provided by Gray and Osborne. At this time, the City only desires to award bid for Schedules A and B of this project. Based on Gray and Osborne's evaluation, they recommend the project be awarded to the lowest responsive, responsible bidder for Schedules A and B in the amount of \$232,387.09 to Titan Earthwork, LLC.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: MOVE to AWARD Bid of the Public Works and Police Station Parking Lots Project to Titan Earthwork LLC for \$232,387.09.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

August 5, 2019

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

**SUBJECT: REVIEW OF BIDS, PUBLIC WORKS SHOP AND POLICE STATION
PARKING LOTS PROJECT
CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON
G&O #19452.00**

Dear Mr. Schmidt:

On August 1, 2019, the City of Buckley received three bids for the Public Works Shop and Police Station Parking Lots project. The bids ranged from \$314,404.84 to \$350,812.23, for Schedules A, B, and C. The Engineer's Estimate for Schedules A, B, and C was \$298,312.73. Each proposal was checked for correctness of extensions of the prices per unit and the total price. No corrections to the bids 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:

	Engineer's Estimate.....	\$298,312.73
1.	Titan Earthwork, LLC (Pacific, Washington)	\$314,404.84
2.	Pro Grade Enterprises, Inc. (Maple Valley, Washington)	\$329,354.31
3.	Northwest Cascade, Inc. (Puyallup, Washington)	\$350,812.23

Below is a summary of the bids for each Schedule.

	Schedule A Public Works Shop Parking Lot	Schedule B Police Station Parking Lot	Schedule C Naches Street Curb Ramp Retrofit
Engineer's Estimate	\$41,622.43	\$205,765.30	\$50,925.00
Titan Earthwork, LLC	\$67,198.52	\$165,188.57	\$82,017.75
Pro Grade Enterprises, Inc.	\$49,980.36	\$210,137.95	\$69,236.00
Northwest Cascade, Inc.	\$42,428.44	\$214,813.79	\$93,570.00



Mr. Dave Schmidt
August 5, 2019
Page 2

We understand the City desires to award Schedules A and B. The lowest responsive bidder for Schedules A and B is Titan Earthwork, LLC of Pacific, Washington. Titan Earthwork, LCC is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. To our knowledge, the low bidder has not claimed bid error and no formal bidding protests have been recorded. In accordance with RCW Chapter 39.04, we have verified the low bidder, Titan Earthwork, LLC of Pacific, Washington, has met the responsibility criteria. The Mandatory Bidder Responsibility Checklist is attached for the City's file.

Based on our evaluation, we recommend that the project be awarded to the lowest responsive, responsible bidder for Schedules A and B for a total of \$232,387.09:

Titan Earthwork, LLC
1585 Valentine Avenue SE
Pacific, Washington 98047

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

Sincerely,

GRAY & OSBORNE, INC.

Tamara Nack, P.E.

TAN/hh
Encl.

NO.	BIDDER BIDDER ADDRESS WASHINGTON STATE WORKMAN'S COMP. ACCT. NO. WASHINGTON STATE CONTRACTOR'S REG. NUMBER BID BOND OR OTHER GOOD FAITH TOKEN	ITEM	QUANTITY	ENGINEER'S ESTIMATE		TITAN EARTHWORK LLC		PRO GRADE ENTERPRISES, INC.		NORTHWEST CASCADE, INC.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE A: PUBLIC WORKS SHOP PARKING LOT											
1	Minor Change		1 CALC	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
2	SPCC Plan		1 LS	\$500.00	\$500.00	\$250.00	\$250.00	\$130.00	\$130.00	\$250.00	\$250.00
3	Mobilization, Cleanup and Demobilization		1 LS	\$6,500.00	\$6,500.00	\$29,229.52	\$29,229.52	\$13,300.00	\$13,300.00	\$7,500.00	\$7,500.00
4	Project Temporary Traffic Control		1 LS	\$2,000.00	\$2,000.00	\$1,250.00	\$1,250.00	\$1,550.00	\$1,550.00	\$1,300.00	\$1,300.00
5	Removal of Structures and Obstructions		1 LS	\$500.00	\$500.00	\$1,800.00	\$1,800.00	\$1,020.00	\$1,020.00	\$3,000.00	\$3,000.00
6	Excavation, Embankment and Grading, Incl. Haul		50 CY	\$30.00	\$1,500.00	\$64.00	\$3,200.00	\$48.10	\$2,405.00	\$50.00	\$2,500.00
7	Unsuitable Foundation Excavation, Incl. Haul		5 CY	\$35.00	\$175.00	\$106.00	\$530.00	\$76.00	\$380.00	\$55.00	\$275.00
8	Locate Existing Utilities		1 LS	\$500.00	\$500.00	\$500.00	\$500.00	\$570.00	\$570.00	\$1,000.00	\$1,000.00
9	Crushed Surfacing Top Course		20 TN	\$75.00	\$1,500.00	\$58.00	\$1,160.00	\$93.40	\$1,868.00	\$52.00	\$1,040.00
10	Commercial HMA		45 TN	\$300.00	\$13,500.00	\$165.00	\$7,425.00	\$190.00	\$8,550.00	\$158.00	\$7,110.00
11	Erosion/Water Pollution Control		1 LS	\$1,000.00	\$1,000.00	\$775.00	\$775.00	\$1,660.00	\$1,660.00	\$1,025.00	\$1,025.00
12	Cement Conc. ADA Parking Pad		35 SY	\$80.00	\$2,800.00	\$245.00	\$8,575.00	\$210.00	\$7,350.00	\$190.00	\$6,650.00
13	Precast Conc. Bumper Curb		6 EA	\$150.00	\$900.00	\$119.00	\$714.00	\$200.00	\$1,200.00	\$151.00	\$906.00
14	Remove and Relocate Fence		60 LF	\$50.00	\$3,000.00	\$22.00	\$1,320.00	\$33.80	\$2,028.00	\$30.00	\$1,800.00
15	Permanent Signing		1 LS	\$500.00	\$500.00	\$500.00	\$500.00	\$650.00	\$650.00	\$650.00	\$650.00
16	Paint Line		200 LF	\$2.00	\$400.00	\$6.00	\$1,200.00	\$1.65	\$330.00	\$6.00	\$1,200.00
17	Painted Access Parking Space Symbol		1 EA	\$300.00	\$300.00	\$850.00	\$850.00	\$330.00	\$330.00	\$116.00	\$116.00
	Subtotal, Schedule A				\$38,575.00		\$62,278.52		\$46,321.00		\$39,322.00
	Sales Tax @ 7.9%				\$3,047.43		\$4,920.00		\$3,659.36		\$3,106.44
	TOTAL CONSTRUCTION COST, SCHEDULE A				\$41,622.43		\$67,198.52		\$49,980.36		\$42,428.44

DATE: 8/2019
DRAWN: SC
CHECKED: TAN
APPROVED: TAN

CITY OF BUCKLEY, WASHINGTON
PUBLIC WORKS SHOP AND POLICE STATION PARKING LOTS
GRAY & OSBORNE #19452

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

NO.	BIDDER	ITEM	QUANTITY	ENGINEER'S ESTIMATE		TITAN EARTHWORK LLC		PRO GRADE ENTERPRISES, INC.		NORTHWEST CASCADE, INC.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE B: POLICE STATION PARKING LOT											
100	Minor Change		1 CALC	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
101	Record Drawings (Min. Bid \$500.00)		1 LS	\$500.00	\$500.00	\$500.00	\$500.00	\$650.00	\$650.00	\$500.00	\$500.00
102	SPCC Plan		1 LS	\$500.00	\$500.00	\$250.00	\$250.00	\$130.00	\$130.00	\$250.00	\$250.00
103	Mobilization, Cleanup and Demobilization		1 LS	\$17,400.00	\$17,400.00	\$17,814.13	\$17,814.13	\$13,300.00	\$13,300.00	\$22,000.00	\$22,000.00
104	Project Temporary Traffic Control		1 LS	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,550.00	\$1,550.00	\$5,200.00	\$5,200.00
105	Removal of Structures and Obstructions		1 LS	\$7,000.00	\$7,000.00	\$3,400.00	\$3,400.00	\$11,600.00	\$11,600.00	\$8,900.00	\$8,900.00
106	Excavation, Embankment and Grading, Incl. Haul		25 CY	\$30.00	\$750.00	\$65.00	\$1,625.00	\$48.10	\$1,202.50	\$50.00	\$1,250.00
107	Unsuitable Foundation Excavation, Incl. Haul		10 CY	\$40.00	\$400.00	\$106.00	\$1,060.00	\$76.00	\$760.00	\$55.00	\$550.00
108	Locate Existing Utilities		1 LS	\$750.00	\$750.00	\$500.00	\$500.00	\$570.00	\$570.00	\$1,000.00	\$1,000.00
109	Crushed Surfacing Top Course		45 TN	\$55.00	\$2,475.00	\$58.00	\$2,610.00	\$93.40	\$4,203.00	\$52.00	\$2,340.00
110	Planing Bituminous Pavement		770 SY	\$10.00	\$7,700.00	\$11.00	\$8,470.00	\$13.60	\$10,472.00	\$11.50	\$8,855.00
111	Pavement Repair Excavation, Incl. Haul		160 SY	\$70.00	\$11,200.00	\$35.00	\$5,600.00	\$38.70	\$6,192.00	\$32.00	\$5,120.00
112	Commercial HMA		190 TN	\$300.00	\$57,000.00	\$153.00	\$29,070.00	\$180.00	\$34,200.00	\$158.00	\$30,020.00
113	DI Storm Sewer Pipe, 6 In. Diam. (Incl. Bedding)		45 LF	\$100.00	\$4,500.00	\$206.00	\$9,270.00	\$53.70	\$2,416.50	\$95.00	\$4,275.00
114	Concrete Inlet		2 EA	\$2,000.00	\$4,000.00	\$2,300.00	\$4,600.00	\$2,610.00	\$5,220.00	\$1,825.00	\$3,650.00
115	Removal of Unsuitable Material (Trench)		10 CY	\$125.00	\$1,250.00	\$123.00	\$1,230.00	\$76.00	\$760.00	\$102.00	\$1,020.00
116	Erosion/Water Pollution Control		1 LS	\$750.00	\$750.00	\$750.00	\$750.00	\$1,660.00	\$1,660.00	\$3,100.00	\$3,100.00
117	Topsoil, Type A		5 CY	\$75.00	\$375.00	\$122.00	\$610.00	\$170.00	\$850.00	\$115.00	\$575.00
118	Seeded Lawn Installation		15 CY	\$20.00	\$300.00	\$26.00	\$390.00	\$13.00	\$195.00	\$23.00	\$345.00
119	Cement Conc. Traffic Curb and Gutter		50 LF	\$50.00	\$2,500.00	\$88.00	\$4,400.00	\$67.10	\$3,355.00	\$66.00	\$3,300.00
120	Extruded Cement Conc. Curb		60 LF	\$80.00	\$4,800.00	\$17.00	\$1,020.00	\$71.50	\$4,290.00	\$29.00	\$1,740.00
121	Cement Conc. Driveway Entrance		35 SY	\$100.00	\$3,500.00	\$94.00	\$3,290.00	\$140.00	\$4,900.00	\$152.00	\$5,320.00
122	Cement Conc. ADA Parking Pad		36 SY	\$80.00	\$2,880.00	\$245.00	\$8,820.00	\$170.00	\$6,120.00	\$152.00	\$5,472.00
123	Precast Conc. Bumper Curb		13 EA	\$150.00	\$1,950.00	\$115.00	\$1,495.00	\$200.00	\$2,600.00	\$151.00	\$1,963.00
124	Chain Link Fence w/Black Vinyl Coating		260 LF	\$60.00	\$15,600.00	\$56.00	\$14,560.00	\$65.00	\$16,900.00	\$58.00	\$15,080.00
125	Double 18 Ft. Coated Chain Link Gate		1 EA	\$2,200.00	\$2,200.00	\$2,560.00	\$2,560.00	\$2,930.00	\$2,930.00	\$2,600.00	\$2,600.00
126	Double 20 Ft. Coated Chain Link Gate		1 EA	\$2,300.00	\$2,300.00	\$2,800.00	\$2,800.00	\$3,210.00	\$3,210.00	\$2,900.00	\$2,900.00
127	Pedestrian Coated Chain Link Gate		1 EA	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00	\$1,125.00	\$1,125.00
128	Cantilevered Rolling Gate		1 EA	\$24,000.00	\$24,000.00	\$6,220.00	\$6,220.00	\$39,000.00	\$39,000.00	\$41,500.00	\$41,500.00
129	Steel Bollard		2 EA	\$500.00	\$1,000.00	\$1,200.00	\$2,400.00	\$680.00	\$1,360.00	\$1,600.00	\$3,200.00
130	Cement Conc. Sidewalk		40 SY	\$75.00	\$3,000.00	\$128.00	\$5,120.00	\$130.00	\$5,200.00	\$108.00	\$4,320.00
131	Permanent Signing		1 LS	\$500.00	\$500.00	\$500.00	\$500.00	\$650.00	\$650.00	\$650.00	\$650.00

DATE: 8/2019
DRAWN: SC
CHECKED: TAN
APPROVED: TAN

CITY OF BUCKLEY, WASHINGTON
PUBLIC WORKS SHOP AND POLICE STATION PARKING LOTS
GRAY & OSBORNE #19452

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

BIDDER			ENGINEER'S ESTIMATE	TITAN EARTHWORK LLC	PRO GRADE ENTERPRISES, INC.	NORTHWEST CASCADE, INC.
132	Paint Line	410 LF	\$2.00	\$6.00	\$1.65	\$5.00
133	Painted Access Parking Space Symbol	1 EA	\$300.00	\$850.00	\$330.00	\$2,050.00
134	Project Documentation	1 LS	\$500.00	\$250.00	\$1,300.00	\$116.00
	Subtotal, Schedule B		\$190,700.00	\$153,094.13	\$194,752.50	\$3,800.00
	Sales Tax @ 7.9%		\$15,065.30	\$12,094.44	\$15,385.45	\$199,086.00
	TOTAL CONSTRUCTION COST, SCHEDULE B		\$205,765.30	\$165,188.57	\$210,137.95	\$15,727.79
						\$214,813.79

CITY OF BUCKLEY, WASHINGTON
PUBLIC WORKS SHOP AND POLICE STATION PARKING LOTS
GRAY & OSBORNE #19452

DATE: 8/2019
DRAWN: SC
CHECKED: TAN
APPROVED: TAN

Page 3 of 4

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

BIDDER	ITEM	QUANTITY	ENGINEER'S ESTIMATE		TITAN EARTHWORK LLC		PRO GRADE ENTERPRISES, INC.		NORTHWEST CASCADE, INC.		
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
NO.											
SCHEDULE C: NACHES STREET CURB RAMP RETROFIT											
200	Minor Change	1 CALC	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	
201	ADA Features Survey	1 LS	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$3,250.00	\$3,250.00	\$4,650.00	\$4,650.00	
202	SPCC Plan	1 LS	\$500.00	\$500.00	\$250.00	\$250.00	\$130.00	\$130.00	\$250.00	\$250.00	
203	Mobilization, Cleanup and Demobilization	1 LS	\$4,700.00	\$4,700.00	\$17,727.75	\$17,727.75	\$7,010.00	\$7,010.00	\$14,000.00	\$14,000.00	
204	Project Temporary Traffic Control	1 LS	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$7,200.00	\$7,200.00	\$27,000.00	\$27,000.00	
205	Removal of Structures and Obstructions	1 LS	\$3,000.00	\$3,000.00	\$6,600.00	\$6,600.00	\$5,310.00	\$5,310.00	\$3,700.00	\$3,700.00	
206	Curb Ramp Excavation, Embankment and Grading, Incl. Haul	1 LS	\$2,000.00	\$2,000.00	\$3,900.00	\$3,900.00	\$5,310.00	\$5,310.00	\$4,500.00	\$4,500.00	
207	Locate Existing Utilities	1 LS	\$500.00	\$500.00	\$500.00	\$500.00	\$570.00	\$570.00	\$1,000.00	\$1,000.00	
208	Crushed Surfacing Top Course	20 TN	\$55.00	\$1,100.00	\$58.00	\$1,160.00	\$76.90	\$1,538.00	\$55.00	\$1,100.00	
209	Commercial HMA	10 TN	\$300.00	\$3,000.00	\$168.00	\$1,680.00	\$410.00	\$4,100.00	\$158.00	\$1,580.00	
210	Erosion/Water Pollution Control	1 LS	\$750.00	\$750.00	\$1,200.00	\$1,200.00	\$1,660.00	\$1,660.00	\$2,700.00	\$2,700.00	
211	Topsoil, Type A	5 CY	\$75.00	\$375.00	\$122.00	\$610.00	\$170.00	\$850.00	\$120.00	\$600.00	
212	Seeded Lawn Installation	50 CY	\$20.00	\$1,000.00	\$24.00	\$1,200.00	\$13.00	\$650.00	\$23.00	\$1,150.00	
213	Bark or Wood Chip Mulch	5 CY	\$75.00	\$375.00	\$104.00	\$520.00	\$260.00	\$1,300.00	\$120.00	\$600.00	
214	Cement Conc. Traffic Curb and Gutter	130 LF	\$50.00	\$6,500.00	\$89.00	\$11,570.00	\$60.60	\$7,878.00	\$60.00	\$7,800.00	
215	Cement Conc. Pedestrian Curb	50 LF	\$50.00	\$2,500.00	\$45.00	\$2,250.00	\$39.00	\$1,950.00	\$47.50	\$2,375.00	
216	Cement Conc. Curb Ramp, Parallel	2 EA	\$3,000.00	\$6,000.00	\$4,500.00	\$9,000.00	\$3,260.00	\$6,520.00	\$2,925.00	\$5,850.00	
217	Cement Conc. Curb Ramp, Perpendicular	1 EA	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00	\$2,560.00	\$2,560.00	\$2,525.00	\$2,525.00	
218	Cement Conc. Sidewalk	55 SY	\$75.00	\$4,125.00	\$120.00	\$6,600.00	\$130.00	\$7,150.00	\$108.00	\$5,940.00	
219	Project Documentation	1 LS	\$500.00	\$500.00	\$250.00	\$250.00	\$1,300.00	\$1,300.00	\$3,250.00	\$3,250.00	
Subtotal, Schedule C				\$50,925.00		\$82,017.75		\$69,236.00		\$93,570.00	
Sales Tax @ 0% (Per W.S. Revenue Rule 171)				\$0.00		\$0.00		\$0.00		\$0.00	
TOTAL CONSTRUCTION COST, SCHEDULE C				\$50,925.00		\$82,017.75		\$69,236.00		\$93,570.00	
TOTAL CONSTRUCTION COST, SCHEDULE A				\$41,622.43		\$67,198.52		\$49,980.36		\$42,428.44	
TOTAL CONSTRUCTION COST, SCHEDULE B				\$205,765.30		\$165,188.57		\$210,137.95		\$214,813.79	
TOTAL CONSTRUCTION COST, SCHEDULE C				\$50,925.00		\$82,017.75		\$69,236.00		\$93,570.00	
TOTAL CONSTRUCTION COST, SCHEDULES A, B AND C				\$298,312.73		\$314,404.84		\$329,354.31		\$350,812.23	
Sealed bids were opened at the City of Buckley, 933 Main Street, Buckley, Washington 98321 on Thursday, August 1, 2019, at 10:00 a.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.											
Tamara Nack 8-1-2019											
TAMARA NACK, P.E.											

DATE: 8/2019

DRAWN: SC

CHECKED: TAN

APPROVED: TAN

Page 4 of 4

CITY OF BUCKLEY, WASHINGTON
PUBLIC WORKS SHOP AND POLICE STATION PARKING LOTS
GRAY & OSBORNE #19452

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

Mandatory Bidder Responsibility Checklist

The following checklist will be used in documenting that a Bidder meets the mandatory responsibility criteria. The Engineer should print a copy of documentation from the appropriate website to include with this checklist in the contract file.

General Information							
Owner/Project Name: City of Buckley, PW Shop and Police Station Parking Lots	Project Number: 19452						
Bidder's Business Name: TITAN Earthwork LLC	Bid Submittal Deadline: August 1, 2019; 10 AM						
Contractor Registration							
https://secure.lni.wa.gov/verify/							
License Number: TITANEL936CO	Status: Active: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						
Effective Date (must be effective on or before Bid Submittal Deadline): 2/20/2007	Expiration Date: 6/15/2020						
Current UBI Number							
https://secure.lni.wa.gov/verify/							
UBI Number: 602 605 763	Account: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>						
Industrial Insurance Coverage/Worker Compensation							
https://secure.lni.wa.gov/verify/							
Account Number: 129,376-00	Account Current: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						
Employment Security Department Number							
Employment Security Department Number: 362580-00 6							
<ul style="list-style-type: none"> • Has Bidder provided account number on the Bid Form? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> • And/or have you asked the Bidder for documentation from Employment Security Department on account number? Yes <input type="checkbox"/> No <input type="checkbox"/> 							
State Excise Tax Registration Number							
https://secure.lni.wa.gov/verify/							
Tax Registration Number: 602 201 004	Account: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>						
Certification of Compliance with Wage Payment Statutes Clause Signed							
(See Proposal for Required Clause or Signed Certification Form) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>							
Not Disqualified from Bidding							
http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp							
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>							
Public Works Requirements Training							
https://secure.lni.wa.gov/verify/							
Contractor: <table style="display: inline-table; vertical-align: top;"> <tr> <td>Is Exempt from this Requirement</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Has Completed Training</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Has Not Completed Training</td> <td><input type="checkbox"/></td> </tr> </table>		Is Exempt from this Requirement	<input checked="" type="checkbox"/>	Has Completed Training	<input type="checkbox"/>	Has Not Completed Training	<input type="checkbox"/>
Is Exempt from this Requirement	<input checked="" type="checkbox"/>						
Has Completed Training	<input type="checkbox"/>						
Has Not Completed Training	<input type="checkbox"/>						
Excluded Parties Listing System (Federal Funded Projects)							
https://www.sam.gov/							
Does the Bidder have an Active Exclusion? Yes <input type="checkbox"/> No <input type="checkbox"/>							
Checked by:							
Name: Kerri Sidebottom, P.E.	Date: 8/2/2019						

(June 6, 2019)

Page 1 of 1

K:\Construction Contract Standards\02 Bid and Award Phase\02 Award Phase



Washington State Department of
Labor & Industries

TITAN EARTHWORK LLC

Owner or tradesperson

Principals

MCKENZIE, BRETT
KINNARD, PARTNER/MEMBER

GILL, WILLIAM (BILL)
EDWARD, PARTNER/MEMBER
GREILING, STEVEN
ROBERT, PARTNER/MEMBER

Doing business as
TITAN EARTHWORK LLC

WA UBI No.
602 605 763

**1585 VALENTINE AVE SE
PACIFIC, WA 98047
206-325-3004
KING County**

**Business type
Limited Liability Company
Governing persons
WILLIAM**

**GILL
STEVEN R GREILING;
BRETT MC KENZIE;**

Certifications & Endorsements

OMWBE Certifications

No active certifications exist for this business.

Apprentice Training Agent

Registered training agent. [Check their eligible programs and occupations.](#)

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

**Active.
Meets current requirements.**

License specialties

GENERAL

License no.

TITANEL936CO

Effective — expiration

02/20/2007— 06/15/2020

Bond

Berkley Insurance Co

\$12,000.00

Bond account no.

0182016

Received by L&I

05/15/2014

Effective date

06/14/2014

Expiration date

Until Canceled

Bond history

Help us improve

Insurance

American Guarantee & Liability	\$1,000,000.00
Policy no.	
GLA915581105	
Received by L&I	Effective date
04/04/2019	04/05/2019
	Expiration date
	04/05/2020

Insurance history

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

Cause no.	19-2-02803-3SEA	Dismissed
Complaint filed by	RALPHS CONCRETE PUMPING INC	Complaint against bond(s) or savings
		0182016
Complaint date		Complaint amount
02/15/2019		\$1,246.06

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Workers' comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID	Account is current.
129,376-00	

Doing business as

TITAN EARTHWORK LLC

Estimated workers reported

Quarter 2 of Year 2019 "51 to 75 Workers"

L&I account contact

T0 / DALE MCMASTER (360)902-5617 - Email: MCMS235@lni.wa.gov

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training— Effective July 1, 2019

Exempt from this requirement.

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace safety and health

Check for any past safety and health violations found on jobsites this business was responsible for.

Inspection results date	
12/03/2013	No violations
Inspection no.	
316910322	
Location	
6020 North 51st St	
Tacoma, WA 98407	

Washington State Department of Revenue

[Services](#)[Business Lookup](#)[TITAN EARTHWORK LLC](#)

Tax Information

[New search](#)[Back to results](#)

Entity name: TITAN EARTHWORK LLC

Entity type: [Limited Liability Company](#)

Excise tax account ID #: 602-605-763

UBI #: 602-605-763

Opened: June 1, 2006

Closed:

Mailing address: 1585 VALENTINE AVE SE
PACIFIC WA 98047

NAICS: 238910 - Site Preparation Contractors

Reseller Permit(s)

[Filter](#)

Reseller permit #	Status	Effective date	Expiration date
A17325419	Active	Jan-01-2018	Dec-31-2019
A17325417	Expired	Jan-01-2016	Dec-31-2017
A17325415	Expired	Jan-01-2014	Dec-31-2015
A17325413	Expired	Jan-01-2012	Dec-31-2013

Business License Locations

[Filter](#)

Business name	License account ID #	Location address
TITAN EARTHWORK, LLC	602605763-001-0001	1585 VALENTINE AVE SE PACIFIC WA 98047-211

The Business Lookup information is updated nightly. Search date and time: 8/2/2019 12:35:05 PM

Working together to fund Washington's future



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Construction Management Services Proposal for Spiketon Ditch Culvert Replacement Project with Gray & Osborne, Inc.	Agenda Date: August 13, 2019 AB19-084		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		X
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		X
Attachments: Construction Management Services Proposal			
<p>SUMMARY STATEMENT: The City requested the following scope of work for construction management services for the Spiketon Ditch Culvert Replacement project. The project includes replacement of the culverts across Spiketon Road near the southerly city limits, as identified in the project Contract documents.</p> <p>The Scope of Work will include Construction Contract Administration, Office Engineering, Construction Monitoring, Construction Survey, and Record Drawings.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOVE to Approve the Construction Management Services Proposal with Gray & Osborne, Inc. for the Spiketon Ditch Culvert Replacement Project.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	



August 5, 2019

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

SUBJECT: CONSTRUCTION MANAGEMENT SERVICES PROPOSAL FOR
SPIKETON DITCH CULVERT REPLACEMENT PROJECT
CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON
G&O #15225.00

Dear Mr. Schmidt:

Gray & Osborne has developed this proposal to provide construction management services for the Spiketon Ditch Culvert Replacement project.

The attached Exhibit A defines the scope of work for construction management services for the project. The attached Exhibit B includes a breakdown of hours and fees for this work. The estimated cost for completing the scope of work is \$107,600.

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

Sincerely,

GRAY & OSBORNE, INC.

Dominic J. Miller, P.E.

DJM/hh
Encl.

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



Mr. Dave Schmidt
August 5, 2019
Page 2

**CITY OF BUCKLEY – SPIKETON DITCH CULVERT REPLACEMENT
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 \$107,600 as noted herein without further written direction and authorization of the City.

Name (Print)

Title

Signature

Date

EXHIBIT A

SCOPE OF WORK

CITY OF BUCKLEY SPIKETON DITCH CULVERT REPLACEMENT CONSTRUCTION MANAGEMENT SERVICES

PROJECT UNDERSTANDING

The City of Buckley has requested the following scope of work for construction management services for the Spiketon Ditch Culvert Replacement project. The project includes replacement of the culverts across Spiketon Road near the southerly city limits, as identified in the project Contract Documents.

SCOPE OF WORK

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

Task 1 – Construction Contract Administration

- A. 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 the duration of the construction phase. Major meeting items are to include schedule status, construction progress, construction issues, change order proposals, submittals, and pay estimates. Construction meetings are anticipated to be held 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 2 – Office Engineering

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

Task 3 – Construction Monitoring

- A. Provide inspection for the duration of the project. The Resident Inspector will keep track of daily quantities, maintain a diary, review and recommend payment requests, prepare and maintain a field set of record drawings, provide general paperwork, and communicate directly with the Project Manager. The contract time provides 115 working days to Substantial Completion. The fee proposal assumes 60 working days of inspection, as it is anticipated that a significant portion of the contract time will be associated with the lead time for the concrete box culvert.
- B. Provide geotechnical construction support services by the subconsultant (PanGEO, Inc.) including two site visits to verify the footing subgrade.
- C. Conduct Final Inspections: Assist the City with conducting substantial completion inspections, issue punch lists, review compliance, and recommend acceptance by the City.

Task 4 – Construction Survey

- A. Conduct field surveys to assist the Contractor with construction regarding temporary construction easements, right-of-way limits, and horizontal and vertical control on the site. The Contractor is required to perform other survey for construction of the project as included in the project specifications.
- B. Construction survey assumes 2 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 5 – Record Drawings

- A. Prepare drawings from marked up sets of drawings maintained by the Contractor and/or the Resident Inspector. Furnish the City with one set of full-size drawings, one set of half-size drawings, and electronic (PDF) version of the drawings.
- B. Install improvements on the City's 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 - Spiketon Ditch Culvert Replacement Construction Management Services

Tasks	Principal/ Project Manager Hours	Civil Engineer Hours	Field Inspector Hours	AutoCAD Technician Hours	Professional Land Surveyor Hours	Survey Crew (2-person) Hours
1 Construction Contract Administration	20	32	4			
2 Office Engineering	16	96		40		
3 Construction Monitoring	4	32	480			
4 Construction Survey		4		8	6	16
5 Record Drawings	2	12	8	20		
Hour Estimate:	42	176	492	68	6	16
Estimated Fully Burdened Billing Rate:*	\$172	\$112	\$132	\$90	\$148	\$180
Fully Burdened Labor Cost	\$7,224	\$19,712	\$64,944	\$6,120	\$888	\$2,880

Total Fully Burdened Labor Cost: \$ 101,768

Direct Non-Salary Cost:

Mileage & Expenses (mileage @ current IRS rate)

Subconsultant:

Geotechnical (PanGEO, Inc.)

Subconsultant Overhead (10%)

TOTAL ESTIMATED COST:

\$ 107,600

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



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Lease Agreement: Turna Three, LLC – Property Use Cost Impact: \$ Fund Source: Timeline:	Agenda Date: August 13, 2019 AB19-085		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		X
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
Municipal Court – Jessica Cash			
	PW/Utilities – Chris Banks		
Attachments: Agreement with Exhibits			
<p>SUMMARY STATEMENT: This agreement is for a ten (10) year lease with Turna Three, LLC commencing on August 1, 2019, for the property located at 177 S. River Avenue, Buckley, Washington. Terms of the lease are specified in the Agreement and rent for the property will be \$648 per month. Commencing with the second year of the lease term and each and every year thereafter, the basic rent shall be increased or decreased (but not by more than 5% per year) by the percentage increase or decrease in the Consumer Price Index published by the Department of Labor, for all items, all urban consumers in the Seattle-Tacoma are over the previous 12 months.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS Tentative 8-13-19			
RECOMMENDED ACTION: MOVE to Approve the Lease Agreement with Turna Three, LLC.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

LEASE AGREEMENT

PARTIES

This agreement dated the 1st day of August, 2019, by and between the City of Buckley, (hereinafter known as “Landlord”) and Turna Three, LLC, (hereinafter known as “Tenant”).

WITNESSETH

1. Premises. Landlord is the owner of the real property situated in the City of Buckley, Pierce County, Washington, physically located at 177 S. River Avenue, Buckley, Washington, and legally described in Exhibit A (“the Premises”) and depicted in Exhibit B.

2. Use of Premises. There exists a building upon said Premises (separately identified as the “Building” and described in Exhibit C). Landlord makes no representation or warranty regarding physical condition of the Building or the Premises both of which are taken by Tenant “as is”. Premises shall be used primarily for liquor and convenience store sales, including all other related activities. Tenant shall not use the Premises for any other purpose without Landlord’s prior written consent, which may be withheld for any reason in Landlord’s sole discretion. Tenant shall comply with all local, state, or federal laws, statutes, ordinances governmental rules, orders, regulations or requirements relating to the use and occupancy of the Premises. Tenant shall not use, store or dispose of any hazardous or toxic waste or materials on the Premises at any time, except to the extent necessary in the normal course of Tenant’s business and then only in compliance with all applicable laws and regulations. In any event, Tenant shall not dispose of any hazardous waste or materials upon the Building or premises, and shall defend, indemnify and hold Landlord harmless from any and all damages and/or cost of clean-up of any toxic or hazardous waste or materials found upon the Premises or Building or within the soils related to operations of Tenant’s business, including cost and damages assessed pursuant to Chapter 70.105D RCW.

3. Term. This Lease shall be for a term of 10 years, commencing on the 1st day of August, 2019. This Lease shall be subject to earlier termination as provided in Section 20 herein.

a). Renewal Options. Provided Tenant is not in default of any provision of the Lease at the time that Tenant exercises the right to extend the Lease or at the time the new term begins, Tenant shall have one option to extend the term of the Lease for 10 years. The term of the Lease shall be extended on the same terms, conditions and covenants set forth in the Lease, except that (i) the amount of the Base Rent stated in the Lease shall be adjusted as set forth below in Section 5 (provided, however, that Base Rent shall not be decreased); (ii) there shall be no free or abated rent periods, tenant improvement allowances or other concessions that may have been granted to Tenant at the beginning of the initial term hereof.

b). Option Notice. To extend the Lease, Tenant shall deliver written notice to Landlord not less than one hundred eighty (180) days prior to the expiration of the then-current Lease term. Time is of the essence of this Option.

4. Rental. Tenant agrees to pay Landlord, at Landlord's address set forth in Section 17 hereof, or at such other place as Landlord may designate in writing, monthly rent in the amount of Six Hundred Forty-Eight Dollars (\$648.00) per month commencing the 1st day of August, 2019. This shall be known as the "basic rental."

Rent shall be due and paid to Landlord in advance of the first day of each and every month during the term thereof. Any payment hereunder not made by the 10th day of the month following its due date shall result in the imposition of a late fee in the amount of 5% of the payment missed, which late fee shall become immediately due and payable.

5. Rent Adjustments. Commencing with the second year of the Lease term, and each and every year thereafter, the basic rental shall be increased or decreased (but not by more than 5% per year) by the percentage increase or decrease in the Consumer Price Index published by the Department of Labor, for all items, all urban consumers in the Seattle-Tacoma area over the previous 12 months. As an example, if the Lease term commences on August 1, 2019, then the percentage increase or decrease on August 1, 2020 shall be the percentage difference in the Consumer Price Index as of July 1, 2019 and the Consumer Price Index as of July 1, 2020. The rent amounts shall never fall below the amount fixed in paragraph 4 as the original basic rental.

6. Construction upon Premises. Tenant acknowledges that the Premises described herein are a part of the former Burlington Northern Right-of-Way now owned by the City of Buckley. Tenant further acknowledges that the Landlord has disclosed its intention to maintain architectural and landscaping integrity upon this property as a part of a community theme relating to the Railway property. Tenant, therefore, agrees that it shall obtain the Landlord's written consent prior to the remodeling or addition of any buildings, structures or landscaping upon the Premises or Building, except as to minor alterations and upkeep of the Building which do not necessitate a building permit from the City. Landlord has no duty to alter or improve the Building. Tenant also agrees to obtain, at their expense, any and/or all permits and/or licenses required in order to complete any improvement and shall hold Landlord harmless from any and all liability, costs, damages, expenses (including attorneys' fees), and any and all liens resulting therefrom. Any alterations, additions, or improvements shall be made at Tenant's sole cost and expense; provided, that Tenant shall be solely responsible for ascertaining and paying any prevailing wages applicable therefor to the extent required by Chapter 39.12 RCW. Excluding improvements to the Building (covered by Paragraph 23), upon the expiration or termination of the Lease Term, Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith remove any alterations, additions or improvement made by Tenant, designated by Landlord to be removed, and Tenant shall forthwith at its sole cost and expense, repair any damage to the Leased Premises caused by such removal; provided, that Tenant shall not be responsible for removal or

repair of any alterations, additions or improvements to which Landlord has acknowledged in writing prior to construction as not requiring removal or repair upon termination of this Lease.

7. Utilities and Other Services. Tenant shall be responsible for payment of all utilities and services utilized upon and provided to the Premises prior to delinquency.

a) Premises as described in Exhibit A and depicted in Exhibit B includes an 1,100 sq ft area (25' x 44') designed for use as a parking area for customers and/or employees use of the facility. Access to the parking area shall be through the sole driveway approach 62 feet south of the Building.

8. Maintenance. Tenant shall maintain the Premises at its own expense and in a good sanitary condition and repair allowing no consolidation or accumulation of junk, trash or other refuse materials. If Tenant fails to keep and preserve the Premises as set forth in this Section, Landlord may, at its option, put or cause the same to be put in the condition and state of repair agreed upon, and in such case upon receipt of written statements from Landlord, Tenant shall promptly pay the entire cost thereof as additional rent. Landlord shall have the right, without liability, to enter the Premises for the purpose of making such repairs upon the failure of Tenant to do so, upon five (5) days written notice, except in emergencies when no notice shall be required. At the expiration or termination of this Lease, Tenant shall return the Premises to Landlord in the same condition in which received (or, if altered by Landlord or by Tenant with the Landlord's consent, then the Leased Premises shall be returned in such altered condition), reasonable wear and tear excepted. Tenant shall remove all trade fixtures, appliances, and equipment which do not become a part of the Premises and alterations which Landlord designates to be removed and shall restore the Premises to the condition extant prior to the installation of such items. Tenant's obligation to perform this covenant shall survive the expiration or termination of this Lease.

9. Licenses and Taxes. Tenant shall be liable for, and shall pay before delinquency throughout the Lease Term, all applicable license fees, regulatory charges, excise fees, and occupation taxes covering Tenant's use of and business conducted on the Premises. In addition to the rental payments as referenced in paragraph 4 hereinabove, the Tenant shall further be responsible for the payment to Landlord of a leasehold excise tax as required by RCW 82.29A.030 on a monthly basis. At the time of the execution of this agreement, said leasehold excise taxes are 12.84% of the basic rental above.

10. Signs. Tenant acknowledges that no display of any sign, notice or advertising matter is allowed on or about the Premises except in accordance with Buckley City Ordinances. Tenant shall keep all signs in good condition and repair. Tenant will remove signs upon expiration of the term of lease. Landlord can remove unauthorized signs at Tenant's expense.

11. Liability Insurance. Tenant shall, at Tenant's sole expense, maintain public liability insurance insuring against any and all claims for injury to or death of persons,

and occurring upon, in, or about the Premises and Building. Tenant shall obtain insurance of the types described below:

a) Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. Landlord shall be named as an insured under such policy using ISO Additional Insured - Managers or Lessors of Premises Form CG 20 11, or substitute endorsement providing equivalent coverage. Commercial General Liability insurance shall be written with limits no less than \$1,000,000.00 each occurrence, and \$2,000,000.00 general aggregate.

b) Property Insurance shall be written on an all risk basis. Property insurance shall be written covering the full value of the Premises and Building with no coinsurance provisions.

Tenant's insurance coverage shall be primary insurance as respect Landlord. Any insurance, self-insurance or insurance pool coverage maintained by Landlord shall be excess of Tenant's coverage and shall not contribute with it. Tenant's insurance shall be endorsed to state that coverage shall not be canceled by either party except upon not less than 30 days' prior written notice to Landlord, sent via certified mail, return receipt requested. Insurance shall be placed with insurers with a current A.M. Best rating of not less than A:VII. Prior to commencement of the Lease Term, Tenant shall furnish Landlord with copies of the policies of insurance or certificates thereof, including without limitation any amendatory endorsements. If Tenant fails to maintain such insurance, Landlord may, without prejudice to any other remedy, procure and maintain the same on behalf of Tenant. Any such premiums paid by Landlord shall be deemed additional rent and shall be due on the payment date of the next installment of rent hereunder. Landlord and Tenant hereby mutually release each other from all claims, losses, and liabilities arising from or caused by any hazard covered by property insurance or in connection with the Leased Premises. This release shall apply only to the extent that such claim, loss or liability is covered by insurance. Tenant's maintenance of insurance as required by this Lease shall not be construed to limit the liability of Tenant as to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. Tenant exclusively assumes all risk of loss in storing, using or operating any personal property upon the Premises, and Landlord shall have no responsibility whatsoever for the safety, protection, integrity or preservation thereof.

12. Assignment and Subletting. Neither this Lease nor any rights hereunder may be assigned, transferred, encumbered or sublet in whole or in part by Tenant, by operation of law or otherwise, without Landlord's prior written consent, which consent shall not be unreasonably withheld. Tenant may not sell or lease Building to any third party without prior consent of the Landlord and any resulting purchaser or lessee must be made a party to this Agreement. No liens or any other transfers of interest in the Building may be authorized by Tenant without the prior consent of the Landlord.

13. Liens. Lessee shall not suffer or permit any lien to be filed against the Premises by reason of work, labor, services or materials performed or supplied to Lessee or anyone holding the Premises or any part thereof under Lessee. If any such lien is filed against the Premises, the Lessee shall cause the same to be discharged of record within 30 days after the date of filing the same. Lessee may permit a lien to be filed against Improvements solely for the purpose of using Improvements as collateral to obtain financing.

Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's sole cost and expense, payment and performance bonds in an amount equal to one and one-half (1 1/2) times the estimated cost of any improvements, additions, or alterations in the Premises which the Tenant desires to make, in order to insure Landlord against any liability for mechanics' and materialmen's liens and the completion of such work. Nothing in this section shall be construed as an acknowledgment or concession that the Premises or the Property are subject to any lien or encumbrance.

14. Indemnity by Tenant. Tenant shall protect, indemnify, defend and hold Landlord, its officers, officials, and employees harmless from and against any and all claims, suits, actions, or liabilities for death or injury to persons or damages to or destruction of property arising out of Tenant's use or occupation of the Premises or Building, or from the conduct of Tenant's business, or from any activity, work or thing done, permitted, or suffered by Tenant in or about the Premises or Building, including, without limiting the generality of the foregoing, any claims caused by or arising from the condition or maintenance of any part of the Premises, except only such damage or injury as shall have been occasioned by the sole negligence or intentional misconduct of Landlord. With respect to the obligations to hold harmless, indemnify and defend provided for herein, as they relate to claims against the Landlord, its officers, agents and employees, Tenant hereby waives Tenant's immunity under industrial insurance, Title 51 RCW, for any injury or death suffered by Tenant's employees which is caused by or arises out of Tenant's performance of services or work under this Lease. The provisions of this Section shall survive the expiration or termination of this Lease.

15. Default. The occurrence of any one or more of the following events shall be deemed a breach of this Lease by the Tenant:

- A) If Tenant shall fail to perform any obligation or otherwise breaches any of the covenants or agreements contained herein, including but not limited to failure by Tenant to make any payment of rent or adjusted rent, or any other payment required to be made by Tenant hereunder, as and when due, or use of the Premises for any purpose not authorized by this Lease.
- B) If Tenant shall make an assignment for the benefit of creditors or shall file a voluntary petition under any bankruptcy act or under any other law for the relief of debtors or if an involuntary petition is filed against Tenant under any such law and is not dismissed within 30 days after filing.

C) If a receiver is appointed for the property of Tenant and is not discharged or removed within 30 days.

D) If any department of any government or any officer thereof shall take possession of the business or property of the Tenant.

Upon any such occurrence, except as provided in Section 20, Landlord, at its option, in addition to any other remedies at or in equity, may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have be reason of such default or breach:

Terminate Lease. Terminate this Lease by notice to the Tenant on 10 days' notice and upon such termination Tenant shall forthwith quit and surrender the Premises to the Landlord, but Tenant shall remain liable as hereinafter provided. If this Lease shall be terminated as herein provided, Landlord may immediately, or at any time thereafter, reenter the Premises and remove any and all persons and property there from by any suitable proceeding at law or otherwise, without liability therefore, and reenter the Premises, without such reentry diminishing the Tenant's obligation to pay rental for the full term hereof, and Tenant agrees to pay Landlord (i) all past due rents, and other charges; (ii) the expenses of removing fixtures installed by Tenant and restoring the Premises to pre-possession status, ordinary wear and tear excepted; (iii) Landlord's reasonable attorneys' fees, if applicable; and (iv) any deficiency arising from reentry and reletting of the Premises at a lesser rental than provided herein through the remaining term of the lease. Landlord shall apply the proceeds of any reletting first to the payment of such reasonable expenses as Landlord may have incurred in recovering the possession of the Premises and removing persons and property there from, and placing the same into good order or condition, or preparing or altering the same for reletting, and all other expenses incurred by Landlord for reletting the Premises; and then to Tenant's obligation to pay rental. Any such reletting may be for the remainder for the term of the Lease or for a longer or shorter period. In any such case, whether or not the Premises or any part thereof be relet, Tenant shall pay to Landlord the rent and all other charges required to be paid by Tenant up to the time of such termination of this Lease, and thereafter, Tenant agrees to pay the equivalent of the amount of all rent reserved herein and all other charges required to be paid by Tenant, less the net proceeds of reletting, if any, and the same shall be due and payable by Tenant monthly in amount as ascertained by Landlord, and Landlord may bring an action, as such monthly deficiencies arise.

In any of the circumstances hereinabove mentioned, Landlord shall have the option, instead of holding Tenant liable for the amount of all rent and other charges required to be paid by Tenant less the proceeds of reletting, if any, to forthwith recover from Tenant an aggregate sum representing at the time of such termination of this Lease, the then present worth of the excess, if any, of the aggregate of the rent and all other charges payable by Tenant hereunder that would have accrued until the end of the Lease term over the aggregate rental value of the Premises during such term.

Continue the Lease. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all Landlord's rights and remedies under this Lease, including the right to recover rent and any other charges as may become due hereunder; or

Other Remedies. Pursue any other remedy now or hereafter available to Landlord under the laws of the State of Washington.

16. Condemnation. If all of the Premises are taken by any public authority under the power of eminent domain, this Lease shall terminate as of the date possession is taken.

17. Notices. All notices, demands, and requests to be given by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be sent by United States registered or certified mail, postage prepaid (or by private overnight courier) addressed to Tenant at the following address:

Attn: Balraj Singh
9002 188th Ave. E #102
Bonney Lake, WA 98391

All notices, demands and requests by Tenant to Landlord shall be sent by United States registered or certified mail, postage prepaid (or by private overnight courier) addressed to Tenant at the following address:

c/o City Administrator
City of Buckley
P.O. Box 1960
Buckley, WA 98321

Notices, demands, and requests served upon Landlord or Tenant as provided in this section in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be so mailed or deposited with a private courier.

18. Subordination. This Lease is and shall be subordinate to any encumbrance now of record or any encumbrance hereafter recorded affecting the Premises. Tenant shall execute any documents required by any such holder to accomplish the purposes of this section, and failure to execute such documents shall be default under this Lease.

19. Access and Use by Landlord - Right of Entry. Upon 48 hours written notice to Tenant, Landlord or Landlord's employees, agents, and contractors shall have the right, but no obligation, to enter the Premises at any time to examine the same and/or to make such inspections, repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. If Tenant is not personally present to permit entry and an entry is necessary in Landlord's reasonable discretion, Landlord may in case of emergency

forcibly enter the same, without rendering Landlord liable therefor. Nothing contained herein shall be construed to impose upon Landlord any duty of repair with respect to the Premises except as otherwise specifically provided for herein.

20. Early Termination. In the event that Tenant goes out of business for financial reasons during the initial ten-year term of this Lease, the Tenant shall have the right to terminate this Lease before the expiration of the initial ten-year term set forth in Section 3 above, by giving 60 days prior notice to the Landlord in writing of the date of termination of the Lease. Upon the effective date of early termination, Tenant shall not be responsible for future Lease payments or any deficiency arising from reentry and reletting of the Premises at a lesser rental than provided herein, but shall continue to be responsible for all past due rents, fees, or other charges, including but not limited to, costs the Landlord incurs in making necessary repairs or removing any alterations, additions or improvements made by Tenant not acknowledged in writing prior to construction as not requiring such removal or repair.

21. Surrender of Premises. Tenant, at the expiration or sooner termination of this Lease, shall quit and surrender the Premises in good, neat, clean and sanitary condition. Tenant shall have the right to remove all of its furniture, equipment, signs and fixtures except for the Building and associated fixtures identified in Paragraph 23. If Tenant remains in possession of the Premises after expiration or termination of the Term, or after the date in any notice given by Landlord to Tenant terminating this Lease, such possession by Tenant shall be deemed a month-to-month tenancy terminable by either party upon thirty (30) days' written notice to the other party. During any such month-to-month tenancy, rent shall accrue at the then-current rate per month, payable in advance by the tenth day of each month. All other provisions of this Lease shall apply with respect to any month-to-month tenancy created under this section. Should Tenant vacate or abandon the Premises or be dispossessed by process of law or otherwise, such abandonment, vacation or dispossession shall be deemed a breach of this Lease, and, in addition to any other rights which Landlord may have, Landlord may remove any personal property belonging to Tenant which remains on the Premises and store or dispose of the same to the fullest extent legally permissible, the cost of such removal, storage and/or disposal to be charged to Tenant.

22. First Right of Refusal.

Notwithstanding any other termination provisions to the contrary, Landlord may terminate this lease with one year prior written notice in order to sell the Premises to a third party. Such sale shall be subject to a Tenant right of refusal as follows:

a) The Landlord shall not at any time during the lease term sell or otherwise convey an ownership interest in any or all of the subject Premises property unless Landlord shall first have given written notice to Tenant, in accordance with the terms of this paragraph of Landlord's intent to do so.

b) Landlord shall mail to Tenant a written notice specifying: I) the property in which an ownership interest is to be conveyed. II) the name and the address of the person to whom it is to be conveyed. III) the nature of the interest being conveyed; and IV) the price, payment and other terms of conveyance.

c) The Tenant shall have thirty (30) days from the date of the Landlord's written notice to notify the Landlord in writing that the Tenant will purchase the offered property. Terms of the sale shall be the same as those set forth in the notice mailed to the Tenant.

22. Non-Waiver. No failure of Landlord to insist upon the strict performance of any provision of this Lease shall be construed as depriving Landlord of their right to insist on strict performance of such provision or any other provision in the future. No waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. No acceptance of rent or of any other payment by Landlord from Tenant after any default by Tenant shall constitute a waiver of any such default or any other default. Consent by Landlord in any one instance shall not dispense with necessity of consent by Landlord in any other instance.

23. Attorney's Fees. If any action to be commenced to enforce any of the provisions of this Lease, the prevailing party shall, in addition to other remedies, be entitled to recover its reasonable attorney's fees, including incurred in seeking relief in the Bankruptcy Court. If Landlord consults with an attorney as a result of a default by Tenant hereunder, Tenant agrees to pay any such attorney's fees incurred by Landlord, and such attorney's fees shall constitute additional sums due by Tenant hereunder.

24. Captions and Construction. The captions in this Lease are for the convenience of the reader and are not to be considered in the interpretation of its terms.

25. Entire Agreement. This document contains the entire and integrated agreement of the parties and may not be modified except in writing, signed and acknowledge by both parties.

26. Interpretation. This Lease has been submitted to the scrutiny of all parties hereto and their counsel, if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel.

27. Time. Time is of the essence to this Lease.

28. Successors and Assigns. Subject to the provisions of Paragraph 12 above, this Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, personal representatives, successors and assigns.

29. Governing Law. This agreement shall be interpreted in accordance with the laws of the State of Washington.

30. Venue. The venue for any cause of action arising out of this Agreement shall be Pierce County, Washington.

31. Severability. Each and every provision of this Agreement shall be deemed to be severable. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were not a part of this Agreement.

32. Recording. This Agreement shall not be recorded except by agreement of both parties. A Memorandum of Lease shall be recorded, and the recording fees, costs, taxes and other fees, if any, shall be shared equally by the parties hereto.

33. Independent Counsel. The Tenant acknowledges that the drafter of this Agreement is the Landlord's legal representative to whom the Tenant does not look for any legal counseling or legal advice with regard to this transaction.

34. Regulatory Authority Preserved. Tenant acknowledges that Landlord has executed this Lease in Landlord's proprietary capacity as owner of the Property. Nothing herein shall be construed as a waiver, abridgement or limitation of the City of Buckley's regulatory authority, which the City hereby reserves in full.

35. Public Records Disclosure. Tenant expressly acknowledges that Landlord is an "agency" as defined by Chapter 42.56 RCW, and is fully subject to the provisions governing the disclosure of public records codified at Chapter 42.56 RCW. To the extent required or otherwise authorized by said statutes or other applicable law:

Any public records submitted to or generated by Landlord in connection with this Lease are potentially subject to public inspection and copying upon request. Tenant expressly waives any claim or cause of action against Landlord arising out of such disclosure.

Tenant shall fully cooperate with and assist Landlord with respect to any request for public records received by Landlord and related to any public records generated, produced, created and/or possessed by Tenant and related to this Lease. Upon written demand by Landlord, the Tenant shall furnish Landlord with full and complete copies of any such records within five business days. Tenant's failure to timely provide such records upon demand shall be deemed a breach of this Lease. To the extent that Landlord incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, Tenant shall fully indemnify and hold harmless Landlord.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.56 RCW, as said chapter has been construed by Washington courts.

THE TENANT ACKNOWLEDGES THAT THE TENANT HAS BEEN ADVISED TO CONSULT WITH INDEPENDENT LEGAL COUNSEL OF ITS CHOICE AND HAS HAD AN OPPORTUNITY TO DO SO. BY SIGNING THIS AGREEMENT, THE TENANT ACKNOWLEDGES THAT IT HAS CONSULTED WITH INDEPENDENT LEGAL COUNSEL OF ITS CHOICE OR HAS KNOWINGLY WAIVED THE RIGHT TO DO SO. THERE SHALL BE NO PRESUMPTION OF DRAFTSMANSHIP IN FAVOR OF OR IMPLIED AGAINST ANY PART.

36. Termination of Existing Lease. Upon commencement of the term of the lease subject to this Agreement, the lease between Turna Three, LLC and the City of Buckley dated August 1, 2019 shall be deemed terminated, with any outstanding rents to be prorated and still due and owing to the City of Buckley."

IN WITNESS WHEREOF, the parties have executed this Lease on the date set forth below.

Tenant(s)

City of Buckley

By: _____

By: Pat Johnson, Mayor

Tenant(s)

By: _____

By: David Schmidt, City Administrator

APPROVED AS TO FORM:

By: Phil Olbrechts, City Attorney

)ss.

COUNTY OF PIERCE)

NOTARY PUBLIC in and for the
State of Washington
Residing at: _____
My Commission Expires_____

_____)ss.
COUNTY OF PIERCE)

NOTARY PUBLIC in and for the
State of Washington
Residing at: _____
My Commission Expires _____

STATE OF WASHINGTON)

)ss.

COUNTY OF PIERCE)

On this day personally appeared before me David Schmidt to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this ____ day of _____, 2019.

NOTARY PUBLIC in and for the
State of Washington

Residing at: _____

My Commission Expires _____

EXHIBIT A

LEASE AREA LEGAL DESCRIPTION ON PARCEL 800005-0150

Beginning at easterly corner of Lot 15 of City of Buckley Amended Binding Site Plan under recording number 200005245-5007;

Thence S37°29'18"W along southeasterly property line of said Lot 15 a distance of 89.00 feet;

Thence N52°30'42"W parallel to the northeasterly property line of said Lot 15 a distance of 44.00 feet;

Thence N37°29'18"E parallel to the southeasterly property line of said Lot 15 a distance of 25.00 feet;

Thence N52°30'42"W parallel to the northeasterly property line of said Lot 15 a distance of 90.00 feet to a point on the northwesterly property line of said Lot 15;

Thence N37°29'18"E along the northwesterly property line of said Lot 15 a distance of 64.00 feet to the northerly corner of said Lot 15;

Thence S52°30'42"E along the northeasterly property line of said Lot 15 a distance of 134.00 feet to the Point of Beginning, said area encompassing 9,676 square feet, more or less.

EXHIBIT B MAP OF PARCEL

NE ¼ OF SW ¼ OF SECTION 3, TOWNSHIP 19 NORTH, RANGE 6 EAST, W.M.

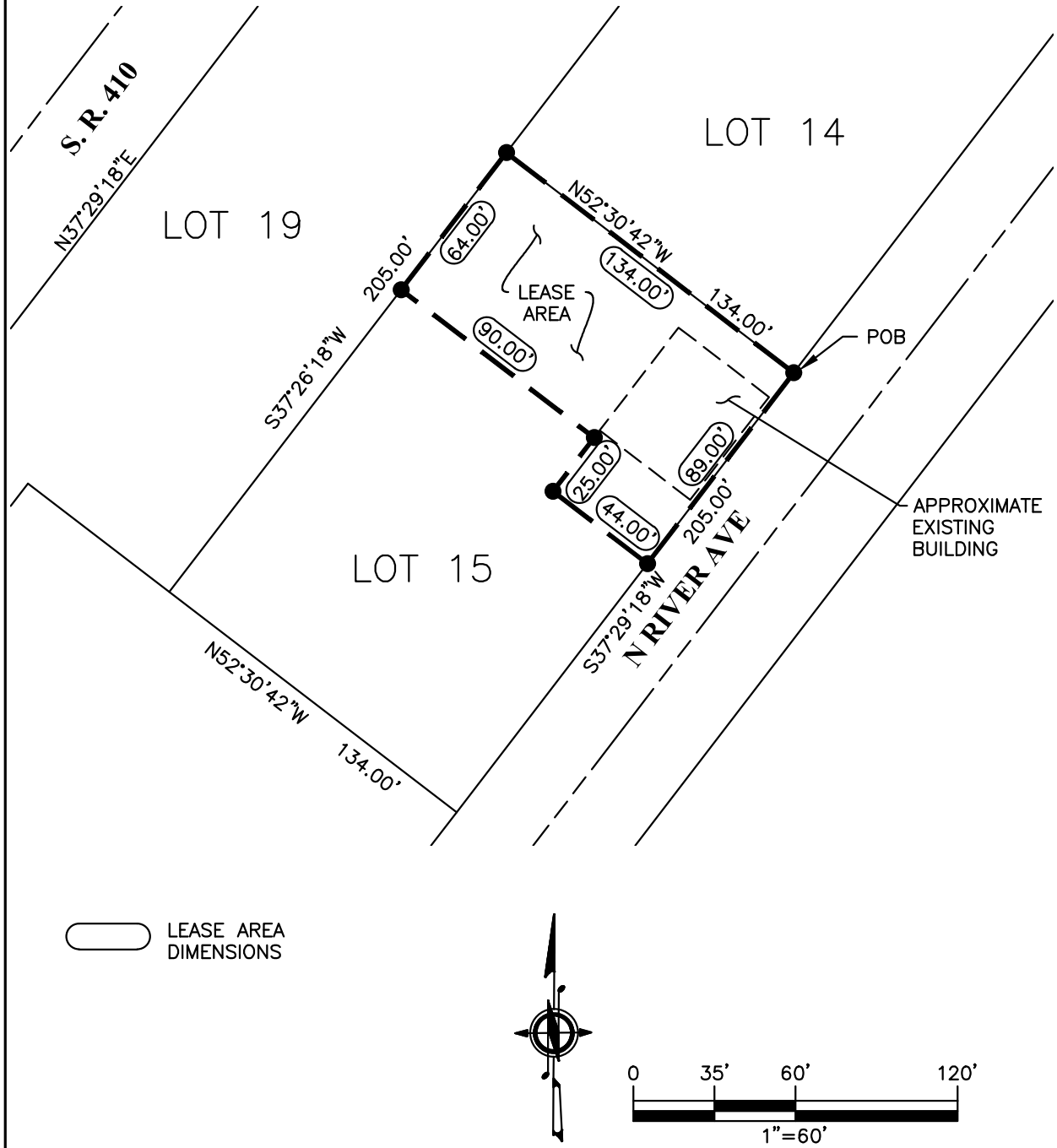


EXHIBIT C

Building Description

The improvement is a one-story, 1,711 square feet, freestanding, wood and masonry building which was constructed circa 1964 and 1995.

D. CONSENT AGENDA

**City Council
July 23, 2019**

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

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

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

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

CITIZEN PARTICIPATION

None.

STAFF REPORTS

Public Works Director Banks shared that the flashing beacons at the crosswalk on Hwy 410 should be operational tomorrow. There has been a manufacturing delay in receiving the climbing rocks, they should be here August 22nd or 23rd.

City Administrator Schmidt shared that we may have had the shortest Guild negotiations in history. They met for approximately 1 ½ hours and came to quick agreements on items. The Guild is reviewing everything and should get back to us shortly.

MAIN AGENDA

ORD No. 15-19 Updates to the City's Shoreline Master Program

Council member Wilbanks moved to Approve ORD No. 15-19 Revised Shoreline Master Program, Appendix B, leaving Appendixes A and C unchanged and approve the amended Chapter 19.42 BMC. Council member Leggett seconded the motion. Upon roll call vote, motion carried 7/0.

ORD No. 16-19 Amending BMC 3.50 – Transportation Impact Fees

Council member Smith moved to Approve ORD No. 16-19 Amending BMC 3.50.070 and 3.50.085 Relating to Street Impact Fees. Council member Leggett seconded the motion. Upon roll call vote, motion carried 7/0.

ORD No. 17-19 Parking Code

Council member Tremblay moved to Approve ORD No. 17-19 with amendments Amending BMC Chapter 11.16 Parking. Council member Leggett seconded the motion. Upon roll call vote, motion carried 7/0.

ORD No. 18-19 Adopting Revised SEPA Regulations

Council member Smith moved to Approve ORD No. 18-19 Adopting Revised SEPA Regulations. Council member Leggett seconded the motion. Upon roll call vote, motion carried 7/0.

Public Works Shop and Police Station Parking Lots Supplemental Agreement

Council member Smith moved to Approve the Supplemental Agreement with Gray and Osborne for Public Works Shop and Police Station Parking Lots. Council member Leggett seconded the motion. Motion carried.

Appointment of Finance Director

Council member Tremblay moved to Approve the Appointment of Sandra Groshong to the position of Finance Director effective August 5, 2019. Council member Wilbanks seconded the motion. Motion carried.

CONSENT AGENDA

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

Approve Minutes of July 9, 2019.

Claim check numbers 60219 through 60243 in the amount of \$57,697.48 for the period of July 10, 2019, through July 23, 2019, are hereby approved and ordered paid this 23rd day of July 2019.

COMMITTEE REPORTS

Mayor's Report:

Mayor Johnson reminded everyone that the RAMROD bike ride is this Thursday and there will be approximately 800 bikes beginning at 5 am. Mayor Johnson also distributed a brochure to all Council members for a free rural leadership program.

Administration, Finance & Public Safety:

Council member Tremblay stated that the Committee met this morning. The police department has received 33 applications through the new testing program. Officer Vanhoof had his first solo shift. Mr. Tremblay also shared that the City has a number of computers still using Windows 7 and they will all need to be updated. There is a

Heritage Walk tomorrow that will focus on the west side of town. This Saturday there will be a bike ride from the Gazebo down to South Prairie.

Transportation & Utilities:

Council member Wilbanks shared that the electrical at the Police Station is being reviewed to make sure there is enough power for an electric gate. He also stated that they had reviewed the STIP at their meeting and discussed the elk problem at Gees field.

Community Services:

Council member S. Burkett stated that the Committee is waiting to hear from our Consultant Emily regarding some sign and design review for Gravity Coffee. The Planning Commission is going to provide the Committee and Council with an inventory of downtown businesses that need improvements. The Concerts in the Park have been going well and the sod looks wonderful. Over 100 children showed up for field day at the Youth Activities Center. They have been serving between 30-50 lunches a day to children at the Youth Activities Center. Ms. Burkett also reminded everyone that the River Avenue Ribbon Cutting will be held on August 22nd.

Council Member Comments & Good of the Order:

Council member Leggett voiced his concern over the property next door to him being a fire hazard as the lawn is so overgrown.

Council member Bender wanted to thank the Public Works department for mowing the ditches, they look wonderful.

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

With nothing further the meeting was adjourned at 7:56 PM.

Mayor

City Administrator

**CITY COUNCIL
STUDY SESSION**

August 6, 2019

ATTENDEES: Council members Bender, S. Burkett, B. Burkett, Leggett, Smith and Wilbanks. Also in attendance were Mayor Johnson, City Administrator Schmidt, and City Planner James.

Mayor Johnson called the Study Session to order at 7:00 PM.

Sandra Groshong, the new Finance Director, stopped in to meet the Council and introduce herself.

Planning Commission came to look over the design guidelines with the Council. Council was able to ask Planning Commission questions and discuss their ideas and concerns.

With nothing further, the Study Session was adjourned at 8:11 PM.

City Administrator Dave Schmidt

Mayor Pat Johnson

	CITY OF BUCKLEY			TRANSFER VOUCHER	
		July 31 2019			
From Fund #				To Fund #	
	NAME	AMOUNT		NAME	
	Bars Number				Bars Number
1	General Fund	\$ 303,148.71		Payroll Fund	
		\$ 118,649.08		Claims Fund	
	597.00.40	\$ 84.00	430	Utility Equip Res	397.00.60
	597.00.65	\$ 4,166.00	2	Contingency Reserve Fund	397.00.10 St Merge
3	GF Cumulative Reserve				
	597.00.30	\$ 21,583.17	1	G F Investment Interest	397.00.45 St Merge
4	Cemetery			Claims Fund	
	597.00.00	\$ 84.00	430	Utility Equipment Reserve	397.00.20
	597.00.50.30		1	GF Insurance Portion	397.60.80 St Merge
7	P D Maintenance Reserve			Payroll Fund	
		\$ 4,132.65		Claims Fund	
8	Railroad ROW	\$ 2,127.46		Payroll Fund	
				Claims Fund	
	597.00.50.30		1	GF Insurance Portion	397.60.81 St Merge
	597.00.00.46	\$ 84.00	430	Utility Equipment Reserve	397.00.70
30	Fire Equipment & EMS Reserve			Payroll Fund	
				Claims Fund	
35	Park Construction			Payroll Fund	
		\$ 27,720.89		Claims Fund	
	597.10.00.10	\$ 362.38	1	G F Investment Interest	397.00.40 St Merge
	597.10.10.10	\$ 417.00	307	Cap Imp Trailhead Parking	397.10.40
	597.10.20	\$ 167.00	430	Utility Equipment Reserve	397.00.75
101	Street Operations	\$ 9,578.69		Payroll Fund	
		\$ 5,522.18		Claims Fund	
	597.00.00	\$ 42.00	430	Utility Equipment Reserve	397.00.10
	597.50.00.30		1	GF Insurance Portion	397.60.82
	597.20.00		1	GF Administration	397.60.20
	597.30.00	\$ 3,125.00	102	Street Capital Improvement	397.00.10.50
	597.50.00.70	\$ 42.00	1	GF Dispatch	397.60.22
102	Street Capital Improvement			Payroll Fund	
		\$ 11,222.85		Claims Fund	
	597.10.00.30		1	GF Investment Interest	397.00.40
	597.10.00.31	\$ 3,518.00	1	GF Project Administration	397.60.95

From Fund #	NAME	AMOUNT	To Fund #	NAME
	Bars Number			Bars Number
102	Street Capital Improvement			
	597.10.00.32	\$ 1,250.00	307	Cap Imp Trailhead Parking
	597.10.00.33	\$ 834.00	430	Utility Equipment Reserve
103	Tranportation Benefit District	\$ 20.00		Claims Fund
	597.00.00	\$ 3,125.00	101	City Street
	597.30.48	\$ 3,883.00	101	City Street
105	EMS	\$ 9,336.99		Payroll Fund
		\$ 9,339.83		Claims Fund
	597.90.00	\$ 500.00	030/131	Fire Equip/EMS Res
	597.90.00.40	\$ 125.00	30	Fire/EMS Bunker Gear
109	Criminal Justice			Payroll Fund
		\$ 4,052.59		Claims Fund
	597.10.00.20	\$ 4,167.00	7	PD Maintenance Reserve
134	Fire Dept Facility Maint & Cap Imp			Payroll Fund
				Claims Fund
	597.10.00.30	\$ 109.84	202	FS Bond Investment Interest
136	Visitor Promo			Payroll Fund
		\$ 376.74		Claims Fund
	597.10.00.10		1	GF Investment Interest
	597.51.00.30		1	GF Insurance Portion
	597.52.00.60		1	GF Brick Sales Administration
202	Fire Station Construction Bond			Claims Fund
307	Capital Improvement			Payroll Fund
		\$ 20,247.56		Claims Fund
	597.10.00.10		1	GF Investment Interest
	597.10.00.31	\$ 2,438.00	1	GF Project Administration
	597.00.20.00		102	St CIP - River Avenue
	597.10.00.32		102	PW Admin Bldg
308	Comp Plan Cap Imp	\$ 10,275.39		Payroll Fund
		\$ 569.14		Claims Fund
	597.10.30	\$ 1,250.00	307	Cap Imp - PW Admin Bldg
	597.10.20		102	St CIP - River Avenue
401	Natural Gas Operations			Claims
	6% tax 533.10.54	\$ 313.82	1	GF Business Tax
	597.00.00.70		1	GF Gas System Sale

From Fund #	NAME	AMOUNT	To Fund #	NAME
	Bars Number			Bars Number
402	Water Sewer Operations	\$ 102,052.03		Payroll Fund
		\$ 49,121.43		Claims Fund
	10% tax W 534.10.54	\$ 10,039.59	1	GF Business Tax
	10% tax S 535.10.54	\$ 17,602.19	1	GF Business Tax
	597.00.00.50	\$ 542.00	1	GF Dispatch
	597.00.00.51	\$ 6,016.00	1	GF Admin Water
	597.00.00.52	\$ 7,360.00	1	GF Admin Sewer
	W 597.00.00.53		1	GF Insurance Portion
	S 597.00.00.55		1	GF Insurance Portion
	597.00.00.70	\$ 59,354.00	405	Sewer Imp Fund
	597.00.00.80	\$ 16,815.00	406	Water Imp Fund
	597.00.00.40	\$ 2,084.00	430	Utility Equipment Reserve
	597.00.00.90	\$ 1,250.00	307	Cap Imp - PW Admin Bldg
403	Solid Waste	\$ 85,519.09		Claims Fund
	10% tax 537.10.54	\$ 11,284.05	1	GF Business Tax
	597.00.00.10	\$ 5,077.00	1	GF Administration
	597.00.00.55		1	GF Insurance Portion
405	Sewer Ext & Replacement			Payroll Fund
		\$ 14,906.37		Claims Fund
	597.10.00.31	\$ 2,231.00	1	GF Project Administration
	597.10.00.32	\$ 1,250.00	307	Cap Imp - PW Admin Bldg
	597.10.00.33	\$ 2,083.00	430	Utility Equipment Reserve
406	Water Line Replacement & Ext			Payroll Fund
		\$ 9,257.89		Claims Fund
	597.10.00.31	\$ 2,678.00	1	GF Project Administration
	597.10.00.32	\$ 1,250.00	307	Cap Imp - PW Admin Bldg
	597.10.00.40	\$ 1,250.00	430	Utility Equipment Reserve
407	Storm Drain Operation & Maint	\$ 18,773.90		Payroll Fund
		\$ 5,512.65		Claims Fund
	10 % tax 531.30.44.01	\$ 5,194.18	1	GF Business Tax
	597.00.00	\$ 1,250.00	430	Utility Equipment Reserve
	597.00.00.10	\$ 9,549.00	408	Storm Drain Cap
	597.00.00.20	\$ 5,820.00	1	GF Admin
	597.00.00.53		1	GF Insurance Portion
	597.00.00.57	\$ 42.00	1	GF Dispatch

From Fund #		AMOUNT		To Fund #	
	NAME			NAME	
	Bars Number				Bars Number
408	Stormwater Capital	\$ 25,010.00		Claims Fund	
	597.10.00.31	\$ 2,290.00	1	GF Project Administration	397.60.98
	597.10.00.32	\$ 1,250.00	307	Cap Imp - PW Admin Bldg	397.10.80.10
	597.10.00.33	\$ 2,084.00	430	Utility Equipment Reserve	397.00.95
430	Utility Equipment Reserve			Claims Fund	
	597.10.00.10	\$ 820.63	1	GF Investment Interest	397.00.40
	Total Investment Interest to 202	\$ 109.84			
	Total Investment Interest to 001	\$ 22,766.18			
	Total Payroll	\$ 455,293.17			
	Total Claims	\$ 391,180.94			
	Total Treasurer checks	\$16,623.28			
	Date Approve by Council August 13, 2019			Finance Director Sheila Bazzar, PFO/CMC	

E. COMMITTEE REPORTS